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The Workforce Connection Board and Chief Elected Officials

The Workforce Connection, Inc.

Local Workforce Innovation Board

Serving Boone, Winnebago, and Stephenson Counties

Meeting Date: December 5, 2023 Time: 8:00 am to 9:30 am

Location: Chicago Rockford International Airport, 60 Airport Drive, Rockford, Illinois

RSVP to: coysti@theworkforceconnection.org or 815-395-6676

Mission Statement

The Workforce Connection is committed to providing a workforce that meets the needs of the business community now and in the future.

AGENDA

1. Call to Order

a. TWC Board

b. Chief Elected Officials

Michelle Cassaro, TWC Board Chair Mayor Thomas McNamara, CEO Chair

- 2. Roll Call
 - a. TWC Board
 - b. Chief Elected Officials
- 3. Approval of Meeting Minutes TWC Board & CEO Action Item (Voice Vote)
 - TWC Board Meeting Minutes 09/12/2023

Michelle Cassaro, TWC Board Chair

CEO Meeting Minutes – 09/12/2023

Mayor Thomas McNamara, CEO Chair

4. Approval of the PY2023 MOU Required Revisions - TWC Board & CEO Action Item (Voice Vote)

Cathy Cornelius

5. Approval of Consent Agenda - TWC Board & CEO Action Item (Voice Vote)

Cathy Cornelius

- a. Approval of Policy Changes
 - i. Equal Opportunity
 - ii. Grievance/Complaint
 - iii Methods of Administration

6. Out-of-State Training Provider Update

Dr. Gina Caronna, Executive Director

7. Approval of Training Provider/Program Approvals and Re-Approvals - T<u>WC Board & CEO Action</u>

<u>Item</u> (Voice Vote)

Chris Oysti

8. Finance Report Dan White

9. Community Foundation – 09/30/23 Update

Dan White

10. Illinois Workforce Partnership Awards

Courtney Geiger

11. Board Chair's Remarks

Michelle Cassaro

- 12. Member Comments
- 13. Public Comment
- 14. Adjournment
- **15. Tour**

The Workforce Connection Board is an Equal Opportunity Employer/Program.

A sign language interpreter, alternative format materials, or infrared assistive listening devices will be made available with 72-hour notice. Additional reasonable accommodations will be made available upon request.

In accordance with the Illinois Open Meeting Act, The Workforce Connection Board may enter into a meeting session closed to the public to discuss issues identified as appropriate for a closed session.



A proud partner of the American Job Center network

The Workforce Connection Board and Chief Elected Officials Meeting Minutes

The Workforce Connection Board,

Workforce Board for Boone, Winnebago, and Stephenson Counties

Meeting: September 12, 2023

Time: 8:00am

Location: NIU Conference Center, 8500 E. State Street, Rockford, IL

Board Members Present: Ben Bernsten, Scott Bloomquist, Karen Brown, Todd Cagnoni,

Len Carter, Michelle Cassaro, Kathy Crandall, Jeff Fahrenwald, Pamela Fettes, George Gaulrapp, Greg Harle, Dr. Sheila Hill,

Vanessa Huges, Dr. Brant Hulsebus, Matt Montalbano, Paul Nolley, Amy Nord, Amy Ott, James Pirages, Jamie Proctor, Frank Rotello, Casey Schwebke, Dr. Howard Spearman, Todd Wells, Jeff Zeal

Board Members Absent: Michael Dunn, Sue Fischer, Jeremy Grayewski, Dr. Daniel Grohens,

Robert Guirl, Therese Thill, Eva Kretschmar, Kris Machajewski, Troy

Primus, Dan Ross,

CEO Members Present: Mayor Thomas McNamara, Scott Helms, Joe Chiarelli

CEO Members Absent: Rodney Riley

Board Staff Present: Dr. Gina Caronna, Cathy Cornelius, Berenice Jaquez, Chris Oysti,

Joan Rabe, Dan White

Partner Staff Present: Paul Andrews, Tom Austin, Mike Johnson, Karyn McDonald,

Jessica Story, Tabitha Sims, Ann Woolsey

Partner Staff Absent: Courtney Geiger, Ted Duckett

Guests Present: Joseph Agbeko, Mary Cascioppi, Mike Delany, Tabitha Dougherty,

Meagan Frankfother, Bridget French, Jaime Jaquez, Dr. Patricia Lynott,

Beth Mead, Amanda Smith, Anna Wandtke

1. TWC Board Call to Order: Board Chair Michelle Cassaro called the TWC Board to order at

8:10am.

CEO Call to Order: Mayor McNamara called the CEO meeting to order at 8:11am

2. TWC Board Roll Call: Roll call was taken, and a quorum was present.

CEO Roll Call: Roll call was taken, and a quorum was present.

3. Approval of Meeting Minutes:

TWC Board Meeting Minutes – June 6, 2023

TWC Board Motion: Amy Ott Second: Pam Fetes Approved CEO Board Motion: Scott Helms Second: Joe Chiarelli Approved

- 4. Approval of Consent Agenda:
 - Approval of Policy Changes

TWC Board Motion to Approve: Jim Pirages Second: Ben Bernsten Approved CEO Board Motion to Approve: Joe Chiarelli Second: Scott Helm Approved

- 5. Approval of Bylaws Changes:
 - Dr. Gina Caronna presented.

TWC Board Motion to Approve: Len Carter Second: Jeff Fahrenwald Approved CEO Board Motion to Approve: Scott Helm Second: Joe Chiarelli Approved

- 6. Approval of Training Provider/Program Conditional Approval Process:
 - Dr. Gina Caronna presented.

TWC Board motion to Approve: Jim Pirages Second: Todd Cagnoni Approved CEO Board motion to Approve: Joe Chiarelli Second: Scot Helms Approved

- 7. Approval of Training Provider/Program Approvals and Re-Approvals:
 - Dr. Gina Caronna presented.
 - Dr. Spearman questioned why we are offering programs out of state.

TWC Board motion to Approve: Pam Fettes Second: Amy Ott Approved CEO Board motion to Approve: Scott Helms Second: Joe Chiarelli Approved

- 8. Keynote Address: Presented by Dr. Patricia Lynott, Interim President of Rockford University
- 9. Board Chair's Remarks: Michelle Cassaro presented.
 - Please review the Annual Report.
- 10. Executive Director's Remarks: Dr. Gina Caronna presented.
 - The year-end financial statement is in the Annual Report.
 - New staff member Berenice Jaquez Business Team Lead Apprenticeship Navigator
- 11. Members Comments:

Pam Fettes – Growth Dimensions upcoming annual Reception Tuesday, September 19th, at 5:00pm Community Building Complex of Boone County.

- 12. Public Comment: None
- 13. Adjournment:

Motioned to adjourn the meeting: Amy Ott Second: George Gaulrapp 2nd Approved CEO Motion to adjourn the meeting: Joe Chirarelli Second: Scott Helms



THE WORKFORCE CONNECTION BOARD $\underline{ACTION\ FORM}$

☑ Agenda/Action Item:	PY2023 MOU Required Revisions Approval								
Date:	December 5, 2023								
Point of Contact: Email:	Cathy Cornelius CCornelius The Workforce Connection.org								
Motion: Approve the PY2023 MOU Red dated September 29, 2023.	quired Revisions as requested by the LWIA 3 Approval Status Letter,								
Action Taken: X Approved	t approved Amended as follows:								



VIA ELECTRONIC MAIL

September 29, 2023

Ms. Michelle Cassaro Chief Financial Officer Chicago Rockford International Airport 60 Airport Road Rockford, IL 61109-2902

Dear Ms. Cassaro:

The Workforce Innovation and Opportunity Act (WIOA) Interagency Technical Assistance Team, which consists of state-level partners of all required programs encompassed by WIOA, has reviewed the Memorandum of Understanding (MOU) submitted by Local Workforce Innovation Area (LWIA). These reviews were conducted by representatives of required partners in accordance with Federal and State requirements under WIOA, including the "Governor's Guidelines – Revision 4." This letter describes the determination made on the basis of these reviews.

Memoranda of Understanding may require additional modifications based on the required revisions described in the report attached to this letter. Revisions are required to be submitted within 30 days as follows:

- 1. Please submit modifications in a Word document using the "Track Changes" tool showing redline edits or other method clearly marking revised content to enable reviewers to identify your local area's response to the required revisions in this letter.
- 2. All required revisions are due no later than October 30, 2023. A letter addressed to Michael Baker on behalf of the WIOA Interagency Technical Assistance Team must be submitted clearly affirming the local workforce board's formal approval and acceptance of the required revisions. The formal letter¹ is due to wioaplansmous@illinoisworknet.com within five business days of the first board meeting immediately following the submission of all revisions.
- 3. These revisions do not require a 30-day public notice prior to submission; however, all LWIBs are encouraged to make their revised document available for public viewing.

¹ The template for this response letter is included <u>here</u> as an attachment to the Governor's Guidelines – Revision 4.

Please submit all revised MOUs and local board meeting minutes as follows:

Michael Baker
Manager – Strategic Planning & Innovation
Office of Employment & Training
Illinois Department of Commerce and Economic Opportunity
wioaplans-mous@illinoisworknet.com

0: 217-558-6423

Attached is a detailed report specifying required revisions and providing other results from the State's review.

You may request technical assistance at any time by Tonya Fry at tonyaf@kebcpa.com.

Sincerely,

Michael Baker

On behalf of the WIOA Interagency Technical Assistance Team

cc: Honorable Thomas McNamara

Mike Bob

Gina Caronna

Cathleen Cornelius

The WIOA Interagency Technical Assistance Team has made the following determinations related to the MOU Amendment pertaining to LWIA 3:

Please revise all signature pages that use any acronyms and abbreviations to, instead, spell out each official title. The inclusion of acronyms or abbreviations may prevent the ultimate approval of the MOU by the Illinois Comptroller, resulting in possible payment delays.

The MOU Effective Through <u>June 30, 2024</u> is:									
	Approved								
\boxtimes	Approved with technical changes required								
	Approval pending								

Required Modifications

Required Rev	risions to the Memorandur	n of Understanding
Page # of	Citation	Required Revisions
MOU	of Required Content	
Required Rev	risions in the MOU effectiv	e through June 30, 2024:
20	(Sec. 121 (c)(2)(ii)) (Governor's Guidelines, Section 1, Item 1(c); Section 2) ((§ 678.510(a), §678.755 and §678.760)	Provide a description of whether cross-training will be used to provide services. If cross-training is used to provide services, confirm how the contributing partner's shared cost allocations will be reduced in correlation with the number of FTEs that will be cross-trained to provide another partner's programs. No information about being cross-trained included in the MOU section for Costs and Cost Sharing of Services.
19-20	(Sec. 121 (c)(2)(ii)) (Governor's Guidelines,	Check the box to affirm that this MOU is
	Section 1, Item 1(c); Section 2) ((§ 678.510(a), §678.755 and §678.760)	contingent upon and subject to the availability of funds.

LOCAL WORKFORCE INNOVATION BOARD CHAIR FORMAL REVISION APPROVAL LETTER TEMPLATE

CONFIRMATION OF REQUIRED REVISIONS MADE

In the space provided below, please list the required revisions that were addressed by the local area in the revised submission of the MOU or MOU Amendment and, if applicable, the page number on which the revision is located.

REQUIRED MODIFICATIONS

REQUIRED RE	EVISIONS MADE TO THE MEMORANDUM OF UNDERSTANDING
Page # of Addressed Revision	Required Revision
Required Rev	visions in the MOU effective beginning July 1:
19	Provide a description of whether cross-training will be used to provide services. If cross-training is used to provide services, confirm how the contributing partner's shared cost allocations will be reduced in correlation with the number of FTEs that will be cross-trained to provide another partner's programs. No information about being cross-trained included in the MOU section for Costs and Cost Sharing of Services.
	A description has been added in reference to cross training and whether there will be a reduction to FTEs.
21	Check the box to affirm that this MOU is contingent upon and subject to the availability of funds.
	The checkboxes were inadvertently deleted from the template. They have now been added.

The following MOU document was previously approved for submission at the 6/6/23 Board and CEO Meeting.

The required revisions pertaining to this Action Item may be found on pages 19, 20, and 21 of the following document.

LWIA #03 MOU

LOCAL MOU TEMPLATE

MEMORANDUM OF UNDERSTANDING

BETWEEN

LOCAL WORKFORCE INNOVATION BOARD #03

AND

LOCAL WORKFORCE AREA #03 ONE-STOP PARTNERS

Individual designated by the Local Board Chair to lead MOU negotiations	Email address
Dan White	DWhite@theworkforceconnection.org
Impartial individual designated by the Local Board Chair to lead annual budget negotiations	Email address

1. PARTIES TO MOU (SEC. 121 (C)(1)) (Governor's Guidelines, Section 1, Item (b))

- List the required partner providing services in the local area.
- List the partner agency providing services of each required partner.

Note: Please ensure abbreviations and acronyms are accurate and up to date for each required partner and partner agency.

PARTIES TO MOU	TYPED NAME						
Local Workforce Innovation Board Chair	Michelle Cassaro						
Chief Elected Official	Thomas P. McNamara						
Chief Elected Official							
Chief Elected Official							
Chief Elected Official							
Chief Elected Official							
Chief Elected Official							
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Chief Elected Official							
Chief Elected Official							

REQUIRED PARTNERS AS PARTIES TO MOU	ENTITY (NOT NEGOTIATOR) ADMINISTERING PROGRAM TYPED NAME ¹						
Title I: Adult, Dislocated Worker, Youth	City of Rockford						
Title II: Adult Education and Literacy	Rock Valley College;						
	Rockford Public Schools;						
	YWCA Literacy Council; and						
	Highland Community College						
Title III: Employment Programs under Wagner-Peyser	IL Department of Employment Security						
Title IV: Rehabilitation Services	IL Department of Human Services –						
	Department of Rehabilitation Services						
Perkins/Post-secondary Career & Technical Education	Rock Valley College and						
TT 1 T	Highland Community College						
Unemployment Insurance	IL Department of Employment Security						
Job Counseling, Training, Placement Services for Veterans	IL Department of Employment Security						
Trade Readjustment Assistance (TRA)	IL Department of Employment Security						
Trade Adjustment Assistance (TAA)	City of Rockford						
Migrant and Seasonal Farmworkers	IL Department of Employment Security						
Community Services Block Grant (CSBG)	City of Rockford Health and Human						
	Services Department; and						
	Northwest Illinois Community Action						
	Agency						
Senior Community Services Employment Program	National Asian Pacific Center on Aging and						
(SCSEP)	National Able Network						
TANF	IL Department of Human Services						
Second Chance	Not applicable						
OTHER REQUIRED PROGRAMS OFFERED	IF MARKED YES, LIST THE						
IN THIS LOCAL AREA AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM						
National Farmworker Jobs Program ☐ Yes ☒ No							
Housing and Urban Development ⊠Yes □No	Rockford Housing Authority						
Employment and Training Activities							
Job Corps □Yes ⊠No							
Youth Build ⊠Yes □No	Comprehensive Community Solutions						
ADDITIONAL PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM						

2. DURATION OF AGREEMENT (Sec. 121(c)(2)(v)) (Governor's Guidelines, Section 1, Item 10) (§ 678.500(b)(5))

- Provide the effective date of the MOU (not the MOU Amendment).
- List the agreed upon expiration date (cannot exceed three years).
- Confirm the purpose of the umbrella MOU.

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¹ Insert only the name(s) of the program(s) in this space. The names of individual negotiators are not needed.

The effective date of the original MOU: July 1, 2023 The effective date of the MOU Amendment: not applicable

Termination date of the MOU: June 30, 2026

Purpose of the umbrella MOU:

The purpose of this MOU is to define workforce services the WIOA required Partners will provide in Local Workforce Innovation Area 3 (Boone, Winnebago, and Stephenson Counties), methods Partners will use to provide these services, and roles and responsibilities of all Partners related to service delivery. The local MOU will be used as an essential tool for achieving integration of services expected in WIOA, the alignment, and integration of programs to better serve customers, and to achieve coordination that maximizes the limited resources available; all aimed at optimizing quality and accessibility of services.

An additional explanation of the MOU:

The Workforce Connection Board and Partners enter into this agreement with the following general objectives:

- 1. Implement the vision for the local one-stop delivery system;
- 2. Determine the amount of contribution by each partner for infrastructure and shared system costs to support the one-stop delivery system;
- 3. Establish procedures and tracking methods for referrals between partners;
- 4. Provide assurance of physical and programmatic accessibility, specifically addressing individuals with disabilities, low-income individuals, adults, dislocated workers, youth, and other individuals with barriers to employment;
- 5. Identify data sharing methods and options between Partners to measure achievement of performance goals;
- 6. Describe the process by which disputes will be resolved; and
- 7. Identify the manner in which this agreement may be amended, modified, and renewed.

3. VISION FOR THE SYSTEM (Governor's Guidelines, Section 1, Item 1(b))

• Describe the shared vision for the system and the role of the local board and required partners to a high-quality local workforce delivery system (vision must be consistent with Federal, State, regional, and local planning priorities, as well as the Governor's Guidelines).

As a shared vision "the Partners of The Workforce Connection will advance the economic vitality of the region by providing a fully integrated and accessible workforce development system that balances the needs of individuals and businesses to ensure our region has a skilled workforce to effectively compete in the global economy."

The Workforce Connection Partners agree to establish and maintain a workforce delivery center and access sites designed to facilitate the coordination of resources, the alignment of programs and the integration of services; provide high-quality services with enhanced participation and performance of customers served through the system; focus on accessibility for all; be accountable and transparent; and establish guidelines for creating and maintaining a cooperative relationship.

The Workforce Connection Partners are committed to the following principles:

- The needs of business and career seekers will drive workforce solutions;
- One-Stop Center will provide excellent customer service to career seekers and employers and focus on continuous improvement; and
- The workforce system will support a strong regional economy and play an active role in community and workforce development.

4. SERVICE INTEGRATION (Illinois Service Integration: Overview and Self-Assessment Guide)

• Identify commitments that required partners will make within the term of this MOU to implement strategies described in the area's Service Integration Action Plan, which is hereby incorporated into this MOU.

Note that this section will change in future years of the MOU as more state guidance becomes available.

As Partners of The Workforce Connection, we are committed to coordination of services and integration to the extent possible to maximize resources, ensure accessibility to services, address target and under-served populations, meet the needs of our residents, and continuously improve our service delivery and overall effectiveness. We are committed to achieving the vision as established in this document. We will achieve that vision by addressing the goals, strategies, and actions established in the Northern Stateline (EDR) Regional Plan and the Local Plan for LWIA 3. To address integration specifically, Goal 1 of the Regional Plan is to unite workforce partners around regional cluster strategies. Regional cluster strategies will focus resources on the industries with the highest potential to add jobs and increase prosperity in regions across Illinois. These strategies bring together the public and private sectors in each region to build on their unique strengths. Strategy 1.1: Increase collaboration, communication, and shared resources between workforce, education, and economic development efforts to move the region's strategies forward.

(Note: Regional clusters are the target industries identified in the regional plan – manufacturing, healthcare, IT, transportation/distribution/logistics, and hospitality and leisure.)

As partner agencies, we are committed to providing the best possible services to career seeking customers and businesses. We realize that integration of services and collaboration among the agencies is absolutely essential to success. Collaboration will be provided in a number of ways including in person, electronically (e-mail, Zoom, or other electronic means), and via telephone. Partners will work together to refer customers to programs, as well as track referrals and report to the One Stop on referrals given and received. Additionally, partners will share program information and updates to ensure appropriate referrals are made. Staff coordination and training activities is provided by and with all partner agencies. Responsibilities for coordination of efforts are incorporated into the duties of the one-stop operator.

5. MOU DEVELOPMENT (Governor's Guidelines, Section 1, Items 3-8)

- Fully describe the process and efforts of the Local Workforce Innovation Board and required partners to negotiate the MOU, including draft and final versions of MOUs and annual amendments.
- Explain the process to be used if consensus on the MOU is not reached by partners during MOU negotiations.
- Explain the process and roles for conflict resolution in daily operations, including the protocol and authority of each entity in decision-making (e.g., leaseholders, one-stop operators, LWIB, State program administrators and local program partners).

During the negotiation and decision-making process, we utilized a "consensus decision-making process" involving the following steps:

1. Partners reviewed the proposed budget and had the opportunity to provide thoughts about items to include and what items to leave out.

Partners had the opportunity to review the draft Appendix J-MOU Narrative and draft Appendix K-Budget and indicate any changes needed or objections to any part of Appendix J or Appendix K of the MOU.

2. If there are no changes or objections to any part of Appendix J or Appendix K then a consensus among the majority of Partner entities is determined to have been made. If not, the consensus-building process would be repeated.

If an impasse is determined, the issue would be elevated to the Executive Committee and/or full Board and CEOs to determine the next steps.

3. The Workforce Connection, Inc. (LWIB) and the Illinois Department of Employment Security are the sole leaseholders of the One-Stop Center. The One-Stop Operator, working with the IDES Local Office Manager when necessary, is responsible to address any conflict that may arise in daily operations. The One-Stop Operator works with local program partners and State program administrators to reach a mutual agreement. Any conflicts in daily operations can also be brought to the attention of the One-Stop Operator and addressed by the local program partners and or the State program administrators along with the One-Stop Operator in the monthly MOU Stakeholder meeting. Should the group not be able to reach a mutual agreement, the matter would be escalated to the LWIB. The LWIB will facilitate a resolution and seek guidance from the State DCEO if needed.

Active involvement and equal opportunity to provide input by all core and required partners was demonstrated during this MOU negotiation process and is reflected in the MOU. All required Partners have had the opportunity to participate in MOU discussions and meetings (via electronic means). The results of this MOU negotiation will be reported to the Office of the Governor through Appendix Item G of the Governor's Guidelines - Revision 4 and Supplemental Guidance for PY2023.

6. NAME AND LOCATION OF ALL SERVICE LOCATIONS (Governor's Guidelines, Section 1, Item 8(d)) (§ 678.310, § 678.315 and § 678.320)

- Provide the name and address of the comprehensive one-stop center(s) in the local service delivery system.
- Clearly identify and list any designated affiliate sites and specialized centers, clearly indicating which type of site has been designated.²

Note: The information provided in this section must match the Illinois Workforce Development System (IWDS) and Illinois workNet listings.

L		
Comprehensive One-Stop Center(s)	Designated Affiliate Sites	Designated Specialized Centers
The Workforce Connection – Rockford 303 North Main Street Rockford, Illinois 61101		

7. DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (Sec. 121 (c)(2)(i)) (Governor's Guidelines, Section 1, Items 8(e)-(g)) (§ 678.500(b)(1))

- *In the spaces provided below:*
 - Explain the programs and services that correlate with the boxes checked in the Career Service Matrices.
 - For each program, describe the staffing plan around which services will be provided by inperson staff, cross-trained partner staff (included the partner's name) or contract provider (include the provider's name), or direct linkage (include the specific method of direct linkage).
 - O Describe how each required program's services are provided in real time in all service locations during all regular business hours.

Designated staff will welcome the career-seeking customer and a needs-based assessment will determine the customers' next steps in the service delivery process. It is then determined by appropriate staff if a referral to another agency is needed. Local partners who will have staff at the center include Title I contracted service contracted service providers of TAA fulltime; IDES Veterans' Services fulltime; IDES Unemployment Insurance staff fulltime; IDES TRA staff as needed;; IDES Migrant Seasonal Farmworker staff as needed. All other partner program services are available through direct linkage.

Title I (Adult, Dislocated Worker, and Youth) –Title I programs will offer all services on a full-time basis through the comprehensive one-stop center, The Workforce Connection at 303 North Main Street, Rockford, IL and the access sites at 600 S. State Street, Belvidere, IL and 307 W. Main St., Freeport,

² All designated affiliate sites and specialized centers must be included in the Infrastructure Funding Agreement.

IL. Access points will be established with partner organizations as needed to ensure accessibility for all. Basic career services, individualized career services, and training services are provided with priority for serving low-income individuals, recipients of public assistance, as well as individuals who are basic skills deficient. Adult, Dislocated Workers, and Youth will integrate services with the partners of WIOA. Title I offers co-enrollment as an opportunity to maximize resources and provide a comprehensive approach to serving our common customers. Title I funds may be leveraged to supplement services/participation in partner programs. These funds may be used for training and supportive services. Title I will also collaborate with the WIOA partners to offer common intake/information sessions as appropriate. Title I staff will be trained to understand the services provided by the partners. These staff will participate in delivering basic career services and coordinate referrals to all partner programs. Title I staff will be assigned to work with the integrated business service team to deliver comprehensive and seamless services to area businesses.

Title II (Adult Education and Literacy) –Title II program basic career services are provided through direct linkage by service providers – Rock Valley College, Rockford Public Schools Roosevelt Community Education Center, YWCA-Literacy Council, and Highland Community College. Program classes are offered at various community locations to be accessible to students. The primary locations are as follows:

Rock Valley College Downtown – 99 E. State Street, Rockford IL RPS 205 Roosevelt Community Education Center – 978 Haskell Avenue, Rockford, IL YWCA-Literacy Council – 4990 E. State Street, Rockford IL Highland Community College – 2998 W. Pearl City Road, Freeport, IL

Title II (Adult Education & Family Literacy) is committed to integrating services to provide comprehensive service to all customers. As customers enroll in Adult Education services, an assessment of barriers to employment is conducted. Based on the results of that assessment, customers will be referred to partner providers for co-enrollment. A staff member has been assigned to work with those individuals to ensure a smooth co-enrollment and continuity of services. The identified staff member will be available via direct linkage through Video conferencing, and telephone to a designated person. Additionally, career-focused workshops will be held at provider sites, in collaboration between WIOA Title 1, One-Stop Partner staff and Adult Education staff.

Title III (Employment Services under Wager-Peyser) –IDES' Employment Services and Outreach is a labor exchange program designed to sustain economic growth by expanding employment opportunities to qualified job seekers that meet the demands of the employers. The program's objectives aim to reduce the loss of productivity by filling job openings as quickly as possible and to shorten the duration of individuals' unemployment. For job seekers who are not job-ready, Employment Services, in cooperation with other workforce partners, assist clients to access training, employability development services, and other supportive services needed to realize their employment goals.

Illinois Job Link, available to all American Job Center partners, and is one of the tools that facilitate service coordination.

Employment Services under Wagner-Peyser are offered on-site at The Workforce Connection Comprehensive One Stop Center.

Title IV (Rehabilitation Services) –Title IV basic career services are provided via direct linkage to the comprehensive one-stop center – The Workforce Connection at 303 North Main Street, Rockford, IL to the primary office locations of ILDHS, DRS at 171 Executive Parkway, Rockford, IL and 1828 South

West Avenue, Freeport, IL via telephone to a designated staff person. Vocational Rehabilitation, under Title IV of WIOA, seeks to improve integration with WIOA service partners through: co-enrollment of participants as appropriate; coordinated outreach and recruitment; blending and braiding of funding to address career seeker needs; and providing fulltime, on-demand staff assistance, through direct linkage.

Perkins/Post-Secondary Career and Technical Education —Perkins Post-Secondary Career and Technical Education basic career services are provided through direct linkage to primary service locations:

Rock Valley College – 3301 Mulford Road, Rockford, IL Highland Community College – 2998 West Pearl City Road, Freeport, IL

Perkins/Post-Secondary Career and Technical Education is committed to coordinated service delivery. Students enrolled in Career & Technical Education programming will be referred to partner agencies for co-enrollment should barriers to employment be identified. Coordinated training opportunities between college staff and one-stop partner/WIOA Title I staff are being developed to ensure consistent service is being provided. Collaboration regarding internships and apprenticeships is also being initiated in order to strengthen services to both customers and area businesses. Services are provided at the One-Stop Center through Direct Linkage via real-time web-based communication using Video Conferencing applications.

IDES/Unemployment Insurance (UI) –

The Unemployment Insurance program, administered by IDES, is designated to contribute to the state's overall economic stability by partially protecting eligible workers against loss of income during periods of unemployment. Eligible workers who become unemployed and meet all requirements set forth in the UI Act may receive benefits for the maximum number of weeks payable under the law or until the worker finds employment or becomes otherwise ineligible.

Unemployment Insurance services are offered (on-site) at The Workforce Connection Comprehensive One-Stop Center.

IDES/Job Counseling, Training and Placement Services for Veterans –

IDES provides veterans priority of service over all other job applicants, actively promotes and develops employment opportunities, and provides placement and vocational guidance services. Veteran's Representatives work in conjunction with Wagner-Peyser staff to assess the needs of veterans, and assistance is then provided to ensure that the veteran is job-ready. If significant barriers to employment (SBEs) are identified, the veteran receives intensive service from a Veteran's Representative. Those with SBEs work one-on-one with a Veteran's Representative to overcome their barriers in order to become job-ready. Priority is given to veterans when referring candidates to open employment positions and dedicated staff continually do outreach with local employers to find current employment opportunities in the community that are suitable for job-ready veterans. Individualized labor market information is provided to veterans to help determine if additional training is needed to obtain employment that provides sufficient earnings. Referrals to supportive and/or partner services will be made as needed.

Job Counseling, Training, and Placement Services for Veterans are offered (on-site) at The Workforce Connection Comprehensive One-Stop Center.

IDES/Trade Readjustment Assistance –IDES administers Trade Readjustment Assistance, a benefit under the TAA program, providing income support to persons who have exhausted unemployment compensation and whose jobs were affected by foreign imports.

TRA services are offered (on-site) at The Workforce Connection Comprehensive One-Stop Center.

Trade Adjustment Assistance (TAA) –Basic services are available on a full-time basis through the comprehensive one-stop The Workforce Connection at 303 North Main Street, Rockford, IL, and the access sites at 600 S. State Street, Belvidere, IL, and 307 W. Main St., Freeport. Trade staff will coenroll trade-eligible customers into WIOA Title I as appropriate to leverage staff resources and supportive services. TAA will integrate services with WIOA partners to maximize resources, efficiencies, and effectiveness in serving the common customer. TAA staff are trained on partner programs and resources. These staff will participate in delivering basic career services and coordinate referrals to all partner programs.

IDES/ Migrant & Seasonal Farmworkers (MSFW)—IDES provides staff-assisted services to migrant and seasonal farmworkers including job development, career guidance, and referral to training and supportive services. Wagner-Peyser staff will assist with the intake process by assessing the client's needs, assisting with UI claims, and registering with Illinois Job Link in order for the client to immediately begin searching for work. Staff will also provide Labor Market Information to educate clients on the current employment outlook and determine if further training will be necessary to enhance employment opportunities. Clients may be directed to work-readiness workshops or referred to partner agencies and/or supportive services, depending on the needs of the client.

MSFW services are offered on-site at The Workforce Connection Comprehensive One-Stop Center.

National Farmworker Jobs Program (NFJP) –N/A

Community Service Block Grant (CSBG) —Community Service Block Grant basic career services are provided through direct linkage for the comprehensive one-stop center in Rockford and the access sites in Belvidere and Freeport. Primary service locations are:

City of Rockford Human Services Department – 612 North Church Street, Rockford, IL Northwest Illinois Community Action Agency (NICAA) – 27 S. State Street, Ste. 201, Freeport, IL.

Community Service Block Grant administering agencies will demonstrate commitment to service integration by co-enrolling participants as appropriate to ensure participants are receiving a full continuum of service options and needed supportive services, service locations will serve as access points for information and referrals to Partner programs, and Zoom video conferencing connections or other electronic means are established to ensure immediate access to services and information.

Senior Community Services Employment Program (SCSEP) –Through direct linkage technology National Asian Pacific Center on Aging (NAPCA) and National Able Network will assist with outreach, intake, and orientation of eligible customers during normal business hours. This will be accomplished through telephone during regular business hours of 8:00 a.m. to 5:00 p.m.

- National Able Network/NAPCA will provide program coordination and referral services for eligible customers.
- National Able Network/NAPCA will provide information about the availability of supportive services and referral to these services.
- National Able Network/NAPCA will be knowledgeable about all services that are provided via the Illinois workNet Centers through cross-training.
- National Able Network/NAPCA agrees to contribute a proportionate share of costs (by cash, inkind, or other mutually agreeable contribution) to support the services and operation of the local one-stop system contingent on the availability of funding from the Department of Labor.

NAPCA and National Able Network will be available in real time via technology at the one-stop center via phone-based communication. NAPCA/National Able Network will be available during normal business hours (Monday through Friday, 8:00 a.m. – 4:00 p.m.). If access to services via phone is unavailable at the time of contact, customers will have the option of leaving a voicemail. A

prescreening will be taken for those individuals interested in SCSEP. If determined eligible for services, a face-to-face meeting will be scheduled. If a customer is ineligible, referrals will be made to appropriate agencies.

NAPCA's primary contact for SCSEP referrals is Bruce Adams, SCSEP Case Manager (phone: 872-270-0871; email: bruce@napca.org). The secondary contact is Stacey Parr, SCSEP Project Director (phone: 872-270-3384 email: stacey@napca.org). NAPCA provides SCSEP services in the following counties of LWIA 3: Boone, Stephenson, and Winnebago.

National Able Network provides direct linkage for program services through email and telephone at scsep@nationalable.org; 855-994-8300. National Able Network provides SCSEP services in the following counties of LWIA 3: Boone, Stephenson, and Winnebago.

DHS/TANF –DHS/TANF provides basic career services through the comprehensive one-stop center at 303 North Main Street in Rockford, IL through direct linkage utilizing a dedicated phone number to their primary location at 171 Executive Parkway, Rockford, IL. DHS/TANF provides eligibility and information sessions at The Workforce Connection, coordinates referrals both from and to other program Partners, co-enroll individuals as appropriate, and actively participate in Partner staff meetings coordinated by the One-Stop Operator..

IDOC Second Chance –N/A

HUD Employment and Training Activities —Basic career services for HUD Employment and Training are provided through direct linkage utilizing a dedicated phone number. Their primary location is 223 South Winnebago Street, Rockford, IL. Rockford Housing Authority, the HUD Employment and Training Partner, is committed to integration of services. Service access points are and will be established in Community Centers within its' jurisdictions, housing residents will be co-enrolled in Partners programs to expand opportunities, maximize employment and training resources, and provide needed supportive services.

Job Corps –N/A

YouthBuild —Basic career services for the YouthBuild program are provided by Comprehensive Community Solutions and through direct linkage utilizing a dedicated phone number. Their service location is 917 South Main Street, Rockford, IL. Comprehensive Community Solutions, operator of the YouthBuild Rockford AmeriCorps Program, will coordinate referrals both from and to The Workforce Connection partners, will co-enroll participants where appropriate, and will work with The Workforce Connection Business Services Team to expand opportunities for work experience, internships and placement.

8. PROGRAMMATIC ACCESSIBILITY (Sec. 121 (c)(2)(iv)) (§ 678.500(b)(4))

• Describe features or methods to ensure the comprehensive one-stop center and any designated affiliate sites or specialized centers provide access to all required career services in the most inclusive and appropriate settings for each individual participant, including assuring that individuals with barriers to employment, such as individuals with disabilities, can access available services (§678.500(b)(4)).

• Describe any specific human or financial commitments partners are making to coordinate the customer experience through a physical or virtual front door. Examples include: using career navigators, customer advocates, cross-program knowledge, frontline training, accessible technology or other support systems.

Note: Provide as much specificity as possible for each commitment made as a local workforce system, including whether individual partners are making a specific human or financial commitment to carry out that local system approach.

All individuals will have access to the 13 required career services on-site at The Workforce Connection - Rockford. Accommodations will be made for individuals when necessary. Direct linkage will be available for programs offering services through technology. Staff training will be ongoing to provide guidance and general information to all staff to appropriately and timely address special populations, ensuring accessibility for all.

All partners agree that they will not discriminate in their employment practices or services on the basis of gender or gender identity, sexual orientation, age, race, color, creed, religion, national origin, disability, limited English proficiency, or veteran's status; or on the basis of any other classification protected under state or federal law. The partners assure that they have in place policies and procedures to address these issues, and, that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. The partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding accessibility.

All partners will cooperate with compliance monitoring that is conducted at the local level to ensure comprehensive one-stop center programs, services, technology, and materials are accessible and available to all. These services will be provided "on demand" and in real-time" in the physical comprehensive one-stop center, in person, or through technology consistent with the "direct linkage" requirement as defined in WIOA (WIOA Section 212(b)(1)(A) and 20 CFR Section 678.305(d)). Additionally, all staff members will be trained to provide services to all, regardless of the range of abilities, mobility, age, language, learning style, and intelligence or education level. An interpreter will be provided "in real time" to any customer with a language barrier. Additionally, assistive devices, such as screen-reading software programs and assistive listening devices are available.

Partners will draw upon the expertise within the partnership to address specific issues; i.e. Illinois Department of Human Services - Division of Rehabilitation Services to address accommodations in providing services for individuals with disabilities, and Title II providers for language, learning style, and education.

9. PHYSICAL ACCESSIBILITY (Sec. 121 (c)(2)(iv)) (§678.500(b)(4))

- Describe how—through specific examples and commitments —required partners will assure the physical accessibility of the comprehensive one-stop center(s) and any designated affiliate sites or specialized centers, including the following:
 - The designated service location layout supports a culture of inclusiveness
 - The location is recognizable in a high-traffic area
 - o Access to public transportation is available within reasonable walking distance
 - The location of a dedicated parking lot, with parking lot spaces closest to the door designated for individuals with disabilities

Please affirm that the local one-stop system will comply with all federal and State physical inclusiveness and accessibility requirements, including the Americans with Disabilities Act (ADA) of 1990, Section 188 of WIOA, the Illinois Accessibility Code, the most recent ADA standards for Accessible Design and the Uniform Federal Accessibility Standards, and all other applicable statutory and regulatory requirements.

An EO compliance assessment is conducted annually for The Workforce Connection Center. The Workforce Connection – Rockford and access sites in Belvidere and Freeport will maintain a culture of inclusiveness in compliance with Section 188 of WIOA, the Americans with Disabilities Act (ADA) of 1990, and all other applicable statutory and regulatory requirements. Additionally, the physical characteristics of the facilities, both indoor and outdoor, meet compliance with 29 CFR Part 37, the 2010 or most recent ADA standards for Accessible Design, and the Uniform Federal Accessibility Standards. Services are offered in convenient, high-traffic, and accessible locations. The Workforce Connection – Rockford is a stop for public bus transportation; and the bus transit center is 3 blocks from the Center. Parking for individuals with disabilities is clearly marked on the lower level of the public parking deck connected to the Center and near the 3rd-floor deck entrance to the center.

10. PROCUREMENT OF ONE-STOP OPERATOR (Governor's Guidelines, Section 1, Item 8(j)) (§ 678.600-635)

[NOTE: Ensure that the following content agrees with and aligns to the budget spreadsheet and notes.]

- Name the procured one-stop operator and identify the agreed-upon one-stop operator model for each one-stop center in the local area. The operator may be a single entity (public, private, or nonprofit) or a consortium of entities (if the consortium of entities is composed of one-stop partners, it must include a minimum of three of the one-stop partners).
- Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process.
- Describe the payment provisions, including the term, frequency and method of payment for onestop operator services.
- For each shared cost center, state the total cost of the one-stop operator and the required partners which are contributing to that cost.
- For each shared cost center, explain the method of contribution(s) (e.g. cash, non-cash, in-kind) each required partner is contributing to the cost of the one-stop operator. Example: A consortium partner contributes a non-cash contribution in the amount of the market value for specific services under the One-Stop Operator Agreement.

By clicking on the boxes below, required partners in the local area affirm that the one-stop operator will not perform the following proscribed functions:

- \boxtimes convene system stakeholders to assist in the development of the local plan
- \boxtimes prepare and submit local plans (as required under sec. 107 of WIOA)
- \boxtimes be responsible for oversight of itself
- ⊠ manage or significantly participate in the competitive selection process for one-stop operators
- \boxtimes select or terminate one-stop operators, career services, and youth providers
- \boxtimes negotiate local performance accountability measures
- \boxtimes develop and submit budget for activities of the Local WDB in the local area.
- Name the procured one-stop operator and identify the agreed-upon one-stop operator model for
 each one-stop center in the local area. The operator may be a single entity (public, private, or
 nonprofit) or a consortium of entities (if the consortium of entities is composed of one-stop
 partners, it must include a minimum of three of the one-stop partners).

The competitively procured One-Stop Operator for Local Workforce Area 3 is Goodwill Industries of Northern Illinois. The operator is a single entity, nonprofit.

• Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process.

<u>One-Stop Operator Services Solicited Under this RFP:</u> The Workforce Connection is seeking an entity (public, private, or nonprofit) or consortium of entities to coordinate the following One-Stop Operator services and activities:

- Coordination of Resource Area and Basic Career services in The Workforce Connection Centers Rockford, Belvidere, and Freeport;
- Coordination of Reception and initial registration services for all customers;
- Implement and fulfill cooperative agreements and memoranda of understanding (MOU) with partners;
- Coordinate one-stop partner services, with guidance from TWC;
- Provide for effective allocation of staff among all The Workforce Connection Centers;
- Coordinate access to virtual resources at appropriate partner locations, libraries, and other points within the 3-County area;
- Develop processes to ensure that all customers receive appropriate, timely, and effective Career Services including communicating with persons with disabilities as effectively as with others;
- Develop and implement a formal referral process for services within and outside of the Center(s); define minimum standards for referral, referral follow-up requirements, and documentation of referral outcomes;
- Provide reports as required to TWC and its Board of Directors;
- Manage technological resources such as webinars and virtual/online training, case management information, business networking software, and online testing sites;
- Actively participate with the Core and Required Partners to integrate services in the One-Stop System of Boone, Stephenson, and Winnebago Counties;
- Perform continuous improvement activities to achieve high-level service quality and exceptional customer service including the implementation of a customer feedback system;
- Develop and implement a coordinated staff development/training plan (customer service, cross-training on partner and other services, community resources, etc.) for The Workforce Connection Center(s) staff and Partner program staff;
- Manage partner responsibilities as defined in the Memorandum of Understanding (MOU);

- Manage hours of operations at all sites using The Illinois Department of Health Services guidance as a guideline for a safe opening or reopening to provide in-person services;
- Submit annual staffing and operational budgets;
- Ensure implementation of branding standards for the Federal- a proud partner of the American Job Center network, State Illinois Work Net center and Local Workforce area The Workforce Connection;
- Follow federal and state regulations pertaining to the handling of EEO responsibilities, customer complaints, and physical and programmatic accessibility;
- Ensure compliance with all Federal, State and Local policies and procedures relative to the One-Stop System and One-Stop Centers;
- Fulfill other roles and responsibilities as identified by the board;

Scope of Services to be Provided

<u>Vision for WIOA Programming</u>: The vision for a workforce system under WIOA is provided in *Training and Employment Guidance Letter No. 19-14* issued by U.S.DOL, Employment and Training Administration on February 19, 2015. The workforce system will be characterized by three hallmarks of excellence:

- The needs of business and workers drive workforce solutions;
- One-Stop Centers provide excellent customer service to career seekers and employers and focus on continuous improvement; and
- The workforce system supports strong regional economies and plays an active role in community and workforce development. (EDR 5 & LWIA 3 plans found at www.theworkforceconnection.org)

Key operational principles include:

- Alignment of programs and integrated services;
- High-quality services;
- A commitment to service integration
- Accountability and transparency; and
- Data-driven decisions for informed customer choices.

The successful bidder will perform all of the following services. Provision of services must be coordinated throughout all three locations. Program services include WIOA adult and dislocated worker, TRADE Act, and other Federal and State grants to expand and enhance the public workforce system services.

The bidder contracted in response to this RFP must provide the services described in this RFP to the following customers, as appropriate and within funding/eligibility guidelines and requirements:

- Veterans
- Adult learners and workers with basic skills deficiency or lacking a high school credential
- TANF recipients
- Dislocated Workers
- The general public seeking career services
- Re-Entry / Returning citizens
- Individuals facing English language barriers

A. One-Stop Operator Services

1. Program Facilities

- a. A full-service, comprehensive One-Stop Center is currently operated at 303 North Main Street in Rockford, IL (The Workforce Connection Rockford) and two (2) access sites are located in Belvidere and Freeport, Illinois. The successful bidder will be expected to maintain a fully functioning One-Stop Center at the current location and enhance the delivery of services at the access locations. NOTE: Providers will be responsible for the costs of staff computer equipment, staff supplies, rent for space allocated to staff members, and any staff travel.
- b. The One-Stop Operator will seek and implement access points to make WIOA career services accessible to residents in community centers, libraries, and with community-based organizations. Access points will ensure accessibility to target populations.
- c. Operate The Workforce Connection Centers as a functioning One-Stop Center that is professional and inviting in appearance with easy customer flow and courteous, professionally attired staff. Cooperate with TWC relative to identifying ADA needs, providing resources for those who require additional assistance, and assuring the Centers remain physically accessible for all to access and receive services.
- d. Maintain facilities and services to meet and exceed TWC and State certification standards when identified.
- e. Furnish and staff a Resource Area for use by the public, providing quality internet access and equipment for use by customers and partner staff of the One-Stop Center(s).
- f. Provide for referral systems amongst various agencies and partners.
- g. Offer Resource Area and Basic Career Services in all three locations Monday through Friday from 8:00 AM to 5:00 PM as allowed by guidance from the Illinois Department of Health (IDPH). Holidays recognized for closure are Illinois State government recognized Holidays.
- h. Utilize the existing registration data system. (This may change as the State develops a State-wide system.)

2. Outreach and Recruitment

- a. The One-Stop Center Operator is responsible for aggressive recruitment of customers seeking career services. All outreach and recruitment will utilize TWC guidelines and policy and will be branded under The Workforce Connection. Individual agency logos or web pages will not be utilized.
- b. Provide strategies to reach underserved populations.

3. Services for Job Seeking Customers

- a. The One-Stop Centers will offer integrated services of partners in a seamless and streamlined fashion. Adaptations will be available for specialized populations such as those with limited English proficiency, people with disabilities, as well as people with other barriers to receiving services.
- b. Services available to the customer will include the following. Some of these services will require WIOA Title I and partner program enrollment.
 - A Resource Area with self-service information to help customers in selecting careers, job search, job matching, placement, retention, and advancement.

The Resource Area provides access to:

- Illinois work Net a website used to research careers, develop a resume, complete assessment, and identify training options and local activities.
- Illinois Job Link the job matching website in Illinois.
 All participants are encouraged to register and post their resume.
- o Career Cruising web-based program for career planning.
- Labor market information, including job vacancy listing, job skill requirements for job listing, and information on employment trends and career options, available training, and employment law.
- o Information on resume writing, interview techniques, and application completions.
- Performance and cost information on eligible training providers and information on financial aid
- o Performance information on the local One-Stop delivery system.
- o Information on One-Stop partner services.
- Information regarding filing for Unemployment Compensation.

Access to employability workshops, including workshops that develop "essential skills" such as effective communication, teamwork, problem-solving, and personal presentation skills; and workshops on the use of technology for the job search.

4. Customer Data Collection

Secure basic information as required by DOL and DCEO on job-seeking customers using One-Stop Center Services. Track repeat customers and make appropriate referrals for necessary services to obtain employment.

5. Collaboration

- a. Collaborate with the One-Stop's partners to bring integrated and additional services to the One-Stop Center(s).
- b. Improve customer access to One-Stop partner services through implementing a common intake, common application, common case management and referral process as required under WIOA and implemented by the State. Strive to streamline services and minimize duplication.

6. Continuous Improvement

- a. Meet or exceed all WIOA performance measures included in law and subsequent regulatory decisions.
- b. Provide reports to TWC board on services and performance.
- c. Ensure ongoing improvement of One-Stop Center(s) services. Improvement should focus on but is not limited to program utilization, performance outcomes, customer satisfaction, and cost-effectiveness.

• Describe the payment provisions, including the term, frequency, and method of payment for onestop operator services.

A subaward agreement exists between The Workforce Connection, Inc. as the fiscal agent for the grant recipient, the City of Rockford; the Local Workforce Innovation Board (LWIB), and the entity contracted to provide One-Stop Operator (OSO) services.

Monthly invoices are due to TWC by the 15th of the following month. The monthly invoice package will include the signed monthly reimbursement form, a detailed general ledger printout directly from the SUBRECIPIENT's accounting system, and any other support deemed necessary to support the allocation of costs between different funding sources or document-specific grant reporting requirements."

For each shared cost center, state the total cost of the one-stop operator and the required partners which are contributing to that cost.

The Rockford shared cost center budgeted one-stop operator costs for PY2023 are \$247,000.00. Title 1B will contribute 100% of these costs via the method described above.

• For each shared cost center, explain the method of contribution(s) (e.g. cash, non-cash, in-kind) each required partner is contributing to the cost of the one-stop operator. Example: A consortium partner contributes a non-cash contribution in the amount of the market value for specific services under the One-Stop Operator Agreement.

The fiscal agent for the Title 1B funds is paying 100% of the costs of the OSO agreement directly from Title 1B funds. Since the payments are entirely within the Title 1B "system" it is considered a non-cash contribution.

11. REFERRAL PROCESS (Sec. 121 (c)(2)(iii)) (Governor's Guidelines, Section 1, Item8(i)) (§678.500(b)(3)-(4))

- Describe the local one-stop operator's role and responsibilities for coordinating referrals among required partners (§678.500(b)(3)).
- Complete the Referral System matrix included on page 11 of this MOU Template.

The One-Stop Operator will ensure the implementation of the referral processes established by the One-Stop Partners. The referral system will provide integrated and seamless delivery of services to both career seekers and employers.

- 1. The partners agree to familiarize themselves with the requirements for participation in each of the required partner programs.
- 2. To the extent possible, the partners agree to develop materials summarizing their program requirements and to make this accessible to all partners in the comprehensive one-stop center.
- 3. To the extent possible, the partners agree to develop and utilize common intake forms.
- 4. The partners agree to refer clients eligible for each other's services to one another for services.
- 5. The partners agree to evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- 6. The partners commit to robust and ongoing communication required for an effective referral process.
- 7. The partners commit to actively follow up on the results of referrals and to assure that the resources of the partners are being leveraged at an optimal level.

Participants who enter the career centers complete a basic assessment on their holistic needs. Based on their unique situation, the Community Navigator provides information and referral to the core and other partners based on their needs. Referrals are sent immediately to different agencies and if multiple needs are noted, the specialist works with the participant to determine their priorities.

Participant referrals can be done by a variety of means, but typically done on a paper referral form that includes a release of information. The referral is sent to the contact at the organization by email and a phone call is made at times to introduce the person to the person at the agency. The service integration specialist tracks the information in an excel sheet. The Service Integration Specialist follows up with the participant to see if they got the service or if they need additional navigation assistance. Follow up is done at different points in time depending on the referral. Follow up is typically done at 5 days for most referrals and again at 30 days. The Specialist also follow up with agencies to check on status or re-connect the parties.

The information is tracked to document the number of referrals as well as the impact of the service.

12. SHARED DATA AND INFORMATION (Governor's Guidelines, Section I, Item 8(k))

• Describe how core program partners will share data and information and will collaborate to assure that all common primary indicators of performance for the core program partners in the local area will be collectively achieved.

NOTE: Partners are encouraged to seek clarification from their respective core partner state agency and/or data staff.

- ⊠ Please affirm that notwithstanding any other provisions in this MOU, only partners who have executed a separate data sharing agreement with IDES will have access to wage records and other confidential IDES data.
- ☑ Please affirm that participants' Personally Identifiable Information (PII) will be kept confidential.

Partners of The Workforce Connection agree to share data to the fullest extent possible through agreements and practices that allow each program to comply with the federal laws governing it to protect Personally Identifiable Information (PII), which will be used to improve mutual referrals, service integration, and communications. Partners will share the number of customers served and program performance to assure that all common primary performance indicators are achieved. As service integration progresses, data collection and sharing will continue to evolve. The implementation of an integrated technology-enabled intake and case management information system for programs carried out under WIOA will be implemented as soon as practical following guidance from the State of Illinois Department of Innovation Technology. Until a data system solution is implemented the partners agree to pursue other means of securely sharing information relevant to improved outcomes for customers and businesses. Partners have developed a uniform customer information release form to enable agencies to share relevant customer information to effectively serve individuals. This uniform release has been completed and implemented. Where statewide data-sharing agreements exist, agencies that can sign onto those agreements will do so. Notwithstanding any other provisions in this MOU, only partners who have executed a separate data-sharing agreement with IDES will have access to wage records and other confidential IDES data.

All Partners agree to comply with federal and state laws governing protection of personally identifiable information.

13. COSTS AND COST SHARING OF SERVICES (Sec. 121 (c)(2)(ii)) (Governor's Guidelines, Section 1, Item 1(c); Section 2) ((§ 678.510(a), §678.755 and §678.760)

<u>Please complete the Infrastructure Funding Agreement (fillable spreadsheet) and submit annually</u> with the MOU or MOU Amendment.

In the space below and following the Governor's Guidelines – Revision 4, provide the following narrative:

- 1. Affirm in the narrative that required partners negotiated infrastructure and shared local service delivery system costs specific to the applicable program year for both comprehensive one-stop centers and any affiliate or specialized centers designated by the local workforce board.
- 2. Clearly identify in the narrative the time period for which the Infrastructure Funding Agreement is effective; e.g., July 1, 20XX through June 30, 20XX.
- 3. Specify in the narrative whether the budget submitted represents an interim or final budget agreement.
- 4. Describe in the narrative the agreed-upon method that each partner will contribute as a proportionate share of costs to support the services and operations of the local service delivery system.
- 5. Affirm in the narrative that each required partner meets the minimum FTE commitment of .25 FTEs in each comprehensive one-stop center and each designated affiliate site.
 - a. If all required partners agree for a partner to commit to less than .25 FTE, then the local board may submit a waiver using the waiver request form included in the Report of Outcomes template (Appendix G of the Governor's Guidelines Revision 4).
- 6. Describe in the narrative whether and which staff will be cross-trained to provide services on behalf of another required partner.
 - b. For each required partner providing cross-trained staff to deliver services on behalf of another partner, confirm how the contributing partner's shared cost allocations will be reduced in correlation with the number of FTEs that will be cross-trained to provide another partner's programs.
- 7. Please describe the invoicing process and any special deadlines for determining actual costs for each partner included in this MOU (Please note that CSBG's grant cycle requires the partner to pay all actual costs within 30 days of the partner's 12/31 invoicing deadline and within 30 days of its 6/30 invoicing deadline each program year).

The infrastructure and shared system costs for this MOU among and between the One-Stop Partners will be negotiated and agreed to annually. Attached Appendix K reflects the cost allocation and funding agreement for PY2023 (July 1, 2023, through June 30, 2024) and represents a final budget agreement. Costs have been allocated based on FTE. Partners agree to cover costs through cash and in-kind contributions. Non-cash contributions are provided by partners who directly pay for the costs listed and In-Kind staffing contributions are provided by the following partners: Title 1B, TAA, CSBG, Wagner Peyser, MSFW, Veterans Services, UI Comp Programs, TRA, Adult Education, Career & Tech Ed, Vocational Rehab, DHS, SCSEP, HUD, and YouthBuild. These partners "work off" their portion of the shared delivery costs by spending time in the resource center providing basic career services, such as job search and vacancy listing, availability of supportive services, information on in-demand industry sectors and occupations, referrals to and coordination of activities and services with other agencies.

Staff that provide MOU services in the Career Center will be trained to provide high quality Basic Career services in the center which includes greeting customers, assisting customers with finding jobs, accessing Illinois workNet, and connecting with partners. Training is done on site

with the Career Center team and the Career Center team is always on site to assist. The MOU Partners are not cross-trained to provide Individualized or Follow-Up Career Services and therefore a reduction to FTEs is not necessary.

The Partners in The Workforce Connection follow the process identified in the Governor's Guidelines for Negotiating Shared Costs to reach a consensus. Budget items are negotiated and agreed upon as items needed for the sustainability of services and serving the whole versus a few programs. As negotiations continue in future years, each budget item will be reviewed and a consensus reached as to need, sustainability, and benefit to the system as a whole.

Each required partner has met the minimum FTE commitment of .25 FTEs in the comprehensive one-stop center.

Reconciliation of costs will occur semi-annually. Tracking of in-kind will be completed through reporting of hours for in-kind personnel, provision of invoices, or other documentation for products provided.

The Workforce Board has designated The Workforce Connection, Inc. as the entity responsible for conducting the reconciliation of the budget to actual costs semi-annually.

The estimated costs of the one-stop operator for PY23 are \$247,000 and will be paid by the Title 1B partner

Using the table provided below, include the following additional financial information for each required program partner:

- 1. Each required program partner's total cash contribution toward its proportionate share of infrastructure and local service delivery system costs; and
- 2. The dollar amount of a 10% variance from each partner's total cash contribution in the case that actual costs exceed budgeted costs.

		Partner's Total Cash Contribution	Dollar Amount of 10% Variance (if applicable)	Partner's Total Cash Contribution <u>plus</u> 10% Variance (if applicable)
Commerce	Title IB - Adult, Youth, & Dis. Workers	-31807	-3181	-34988
	TAA	14644	1466	16130
	CSBG	916	92	1008
	Title III - Wagner- Peyser	335	34	369
	Title III - MSFW	48	5	53
IDES	Veterans Services	383	38	421
	UI Comp Programs	3498	350	3848
	TRA	48	5	53

ICCB	Title II - Adult Education	3666	367	4033
ССВ	Career & Tech Ed - Perkins	916	92	1008
DHS	Title IV - Vocational Rehab	3666	367	4033
	TANF - DHS	916	92	1008
Aging	SCSEP	916	92	1008
DOC	Second Chance	N/A	N/A	N/A
	HUD	916	92	1008
Titl	e IC - Job Corp	N/A	N/A	N/A
Title ID - N	ational Farmworkers	N/A	N/A	N/A
Title	ID - YouthBuild	916	92	1008
	Other 1			
	Other 2			
	Other 3			
	Other 4			

- ☑ In accordance with the State Finance Act (30 ILCS 105/30), this MOU is contingent upon and subject to the availability of funds. A State Agency Partner may terminate or suspend this MOU, in whole or in part, without penalty or further payment being required, if (i) the funds to which this MOU commits a State Agency Partner have not been appropriated or otherwise made available to the State Agency Partner by the State or the Federal funding source, (ii) the Governor or a State Agency Partner reserves funds, or (iii) the Governor or a State Agency Partner determines that funds will not or may not be available for payment. The State Agency Partner shall provide notice, in writing, to the other Partners of any such funding failure and its election to terminate or suspend this MOU as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of written notice unless otherwise indicated.
- All required partners a party to this MOU acknowledge that the ability of any partner to contribute its agreed contribution to the One-Stop costs is contingent on the availability of State and/or federal funding for its respective program(s).

14. AMENDMENT PROCEDURES AND RENEWAL PROVISIONS (Sec. 121 (c)(2)(v)) (Governor's Guidelines, Sections 5 & 6) (§ 678.500(b)(5)(6))

- Describe the procedures for amending the MOU with an annual one-stop operating budget with Infrastructure Funding Agreement.
- Describe the procedures for amending the MOU any time substantial changes have occurred before the MOU's three-year expiration date.

NOTE: Ensure the MOU reflects the most recent date as amendments and renewals are approved.

Partners agree to actively participate in future MOU negotiations in good faith to reach a consensus. All partners agree to use the process identified in the Governor's Guidelines and the "consensus decision-making process" as identified under Section 5 of this Memorandum of Understanding.

15. ADDITIONAL LOCAL PROVISIONS (OPTIONAL) (Sec. 121(c)(2)(B)) (§678.500(c))

Termination Provision: The parties understand the implementation of collaborative, integrated services through The Workforce Connection, as the public workforce system, is dependent on everyone's good faith effort to work together to improve services to the community. In the event that it becomes necessary for one or more parties to cease being a party to this MOU, said party (ies) shall notify the other parties, in writing, sixty (60) days in advance of that intention. The other parties shall then determine how to replace or offset the loss of participation and resources to the System. Termination by one or more of the parties to this MOU does not alter the terms or obligations of the other parties to this MOU.

Default Provision: In the event that a partner is determined by The Workforce Connection Board (the local Workforce Board) and the Chief Elected Officials (CEOs), after review and consultation with the non-breaching partners to this MOU, to be in default or breach of its obligations under this MOU, The Workforce Connection Board shall provide a written statement placing the breaching partner on notice of breach and shall provide a period of at least thirty (30) days in which to cure said breach. If, at the close of the period designated in the notice of breach the breaching partner has failed to cure the breach, The Workforce Connection Board, CEOs, and the remaining non-breaching partners to this MOU will notify the breaching partner's funding sources of such breach. In addition, The Workforce Connection Board, CEOs, and the remaining non-breaching partners to the MOU will avail themselves of all other rights and remedies allowed by applicable law

16. ADDITIONAL PARTNERS (Sec. 121 (b)(2))

None

17. AUTHORITY AND SIGNATURES (Governor's Guidelines, Section 1, Item 8(p); Section 5, Items 28-29) (§678.500(d))

• Include a statement that the individuals signing the MOU have authority to represent and sign on behalf of their program under WIOA.

As authorized representatives of the agencies and entities established as Partners of The Workforce Connection, the local public workforce service delivery system, as established under the Workforce Innovation and Opportunity Act for local workforce area 3 (Boone, Winnebago, and Stephenson Counties,) the signatures on this document indicate authority to enter into this agreement on behalf of the program or agency identified

18. ATTACHMENTS

Each Party acknowledges and agrees that the Attachments listed in this Section are attached hereto and incorporated into this MOU. Further, each Party acknowledges and agrees that by signing this MOU it agrees to be bound by the terms and conditions of the Attachments.

LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS \square INCLUDES:

- CAREER SERVICES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)
- OTHER PROGRAMS AND ACTIVITIES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)
- SERVICE DELIVERY METHOD THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

IDES NON-DISCLOSURE AGREEMENT X

ONE-STOP OPERATING BUDGET SPREADSHEET X

CURRENT ONE-STOP OPERATOR AGREEMENT X

OTHER NONE

TEMPLATE REFERRAL SYSTEM MATRIX

			In	astruoti	ions: Ple					VEEN				l make	rafar	ro1c					
REQUIRED PARTNERS	Title I: Adult Dislocated	Title II: Adult Ed.	Title III: W-P	Title IV: Rehab. Services	Post-secondary CTE under Perkins	5	Veterans Services	TRA	TAA	MSFW	NEJP AGEN	CSBG	SCSEP	TANF	Second Chance	HUD	Job Corps	YouthBuild	Other (specify)	Other (specify)	Other (specify)
Title I: Adult, Dislocated Worker, Youth		\boxtimes		\boxtimes		\boxtimes		\boxtimes		\boxtimes								\boxtimes			
Title II: Adult Education and Literacy						\boxtimes				\boxtimes								\boxtimes			
Title III: Employment Programs under Wagner-Peyser																					
Title IV: Rehabilitation Services																					
Post-secondary Career and Technical Education under Perkins																					
Unemployment Insurance																					
Job Counseling, Training and Placement Services for Veterans																					
Trade Readjustment Allowance (TRA)																					
Trade Adjustment Assistance (TAA)																					
Migrant and Seasonal Farmworkers																					
National Farmworker Jobs Program																					

TEMPLATE REFERRAL SYSTEM MATRIX

	REFERRAL BETWEEN PARTNERS Instructions: Please indicate all partners to which each partner will make referrals																				
			Ir			ase inc	dicate	all par	tners t	o whic	ch eacl	h partr	ner wil	l make		rals					
REQUIRED PARTNERS	Title I: Adult Dislocated	Title II: Adult Ed.	Title III: W-P	Title IV: Rehab. Services	Post-secondary CTE under Perkins	IN	Veterans Services	TRA	TAA	MSFW	NEJP	CSBG	SCSEP	TANF	Second Chance	HUD	Job Corps	YouthBuild	Other (specify)	Other (specify)	Other (specify)
Community Services Block Grant (CSBG)																					
Senior Community Services Employment Program (SCSEP)																					
TANF																					
Second Chance																					
Housing and Urban Development Employment and Training Activities (HUD)																					
Job Corps																					
YouthBuild						\boxtimes										\boxtimes					
Other (specify):																					
Other (specify):																					
Other (specify):																					

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

CAREER SERVICES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

BASIC CAREER SERVICES												
REQUIRED PARTNERS	Eligibility for Title IB	Outreach, intake, orientation	Initial Skills Assessment	Labor exchange services, including job search and placement assistance	Referral and coordination with other programs	Workforce and labor market information and statistics	Performance and cost information on providers of education, training and workforce services	Performance info for the local area as a whole	Information on the availability of supportive services	Information and meaningful assistance with UI claims	Assistance establishing eligibility for financial aid for non- WIOA training and education	
Title I: Adult, Dislocated Worker, Youth	\boxtimes	\boxtimes	\boxtimes	\boxtimes		\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	
Title II: Adult Education and Literacy												
Title III: Employment Programs under Wagner- Peyser												
Title IV: Rehabilitation Services												
Post-secondary Career and Technical Education under Perkins												
Unemployment Insurance												
Job Counseling, Training and Placement Services for Veterans												
Trade Readjustment Allowance (TRA)										\boxtimes		
Trade Adjustment Assistance (TAA)	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	\boxtimes	
Migrant and Seasonal Farmworkers												
National Farmworker Jobs Program												
Community Services Block Grant (CSBG)												
Senior Community Services Employment Program (SCSEP)												
TANF												
Second Chance												
Housing and Urban Development		\boxtimes	\boxtimes						\boxtimes			

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

	BASIC CAREER SERVICES											
Required Partners	Eligibility for Title IB	Outreach, intake, orientation	Initial Skills Assessment	Labor exchange services, including job search and placement assistance	Referral and coordination with other programs	Workforce and labor market information and statistics	Performance and cost information on providers of education, training and workforce services	Performance info for the local area as a whole	Information on the availability of supportive services	Information and meaningful assistance with UI claims	Assistance establishing eligibility for financial aid for non- WIOA training and education	
Employment and Training Activities												
Job Corps												
YouthBuild			\boxtimes									
Other (specify):												
Other (specify):												
Other (specify):												

	INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES											
Required Partners	Comprehensi ve and specialized assessments	Development of an individual employment plan	Group counseling	Individual counseling	Career planning	Short-term pre-vocational services	Internships and work experience	Workforce preparation activities	Financial literacy services	Out-of-area job search assistance	English language acquisition	Follow-up services for participants in adult and dislocated worker programs
Title I: Adult, Dislocated Worker, Youth												
Title II: Adult Education and Literacy												
Title III: Employment Programs under Wagner- Peyser												
Title IV: Rehabilitation Services												
Post-secondary Career and Technical Education under Perkins												
Unemployment Insurance												
Job Counseling, Training and Placement Services for Veterans												

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

	INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES											
REQUIRED PARTNERS	Comprehensi ve and specialized assessments	Development of an individual employment plan	Group counseling	Individual counseling	Career planning	Short-term pre-vocational services	Internships and work experience	Workforce preparation activities	Financial literacy services	Out-of-area job search assistance	English language acquisition	Follow-up services for participants in adult and dislocated worker programs
Trade Readjustment Allowance (TRA)												
Trade Adjustment Assistance (TAA)												
Migrant and Seasonal Farmworkers												
National Farmworker Jobs Program												
Community Services Block Grant (CSBG)												
Senior Community Services Employment Program (SCSEP)												
TANF												
Second Chance												
Housing and Urban Development Employment and Training Activities												
Job Corps												
YouthBuild												
Other (specify):												
Other (specify):												
Other (specify):												

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

OTHER PROGRAMS AND ACTIVITIES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

REQUIRED PARTNER	OTHER PROGRAMS AND ACTIVITIES PROVIDED
Title I (Adult, Dislocated Worker, Youth)	Business Services; Business Engagement; Hiring Events; Workshops
Title II: Adult Education and Literacy	Student intake; assessment; student support services, such as transitions; Bridge instruction; Online instructions via technology; Intermediate computer instruction
Title III: Employment Programs under Wagner-Peyser	Hiring Events; Workshops
Title IV: Rehabilitation Services	Post-employment services; supportive services; disability-specific counseling; assistive devices; employer education on ADA
Post-secondary Career and Technical Education under Perkins	Via technology; Academic counseling and career advising; Resume writing/interviewing skills
Unemployment Insurance	Claims maintenance; General questions; claims filing
Job Counseling, Training and Placement Services for Veterans	Case management; workshops
Trade Readjustment Allowance (TRA)	Connections to training; supportive services; re-employment activities
Trade Adjustment Assistance (TAA)	Connections to training; supportive services; re-employment activities
Migrant and Seasonal Farmworkers	Hiring events; Workshops
National Farmworker Jobs Program	N/A
Community Services Block Grant (CSBG)	Refer people to Illinois Department of Employment Security for unemployment and for counseling, training etc. Certification tuition assistance (CNA, CNC, Pharmacy Tech, etc.) and Scholarships (offered in Spring); Workshops; Supportive Services; Emergency Assistance
Senior Community Services Employment Program (SCSEP)	Case management, job readiness workshops, outreach activities, benefits screening, professional development
TANF	Outreach, intake and orientation; Skills and supportive service needs assessments;
Second Chance	N/A
Housing and Urban Development Employment and Training Activities	Outreach; skills and supportive service needs assessment
Job Corps	N/A

TEMPLATE LOCAL SERVICE MATRIX FOR COMPREHENSIVE ONE-STOP CENTERS

REQUIRED PARTNER	OTHER PROGRAMS AND ACTIVITIES PROVIDED
YouthBuild	Outreach and recruitment

IDES Non-Disclosure Agreement

Attachment to LWIA #03 MOU

The **Illinois Department of Employment Security ("IDES")** agrees to share confidential information, as defined below, with each One-Stop Partner ("**RECIPIENT")** pursuant to the Memorandum of Understanding, effective on <u>July 1, 2023 and ending on June 30, 2026</u>, for the One-Stop Center located in Illinois Local Workforce Area #03 ("MOU"), solely for the limited purpose and to the extent as set forth in this IDES Non-Disclosure Agreement ("Agreement"). IDES and the RECIPIENT are collectively referred to as the "Parties" and individually as a "Party." This Agreement is made by and between IDES and each RECIPIENT and as such this Agreement is separately and individually enforceable against each RECIPIENT.

- 1. MOU. RECIPIENT acknowledges and agrees that by signing the MOU it agrees to be bound by the terms and conditions of this Agreement, which are attached to and incorporated into the MOU. RECIPIENT's execution of the MOU is a prerequisite for receiving any confidential information under this Agreement. In the event of conflict, this Agreement shall prevail over the MOU.
- 2. One-Stop Partner. RECIPIENT affirms and acknowledges that it is a One-Stop Partner, as defined by the Workforce Innovation and Opportunity Act of 2014, as amended, (WIOA). RECIPIENT affirms and acknowledges that, except as otherwise provided herein, it will remain a Party to this Agreement as long as it continues to administer at least one federally funded employment, training or education program at an Illinois One-Stop Center, as defined by WIOA.
- 3. <u>Term and Termination.</u> The term of this Agreement shall begin upon the date of full execution of the MOU and shall end upon the termination of the MOU. Notwithstanding any other provision to the contrary, IDES may immediately terminate or cancel this Agreement and cease providing confidential information if RECIPIENT fails to adhere to any provision set forth in this Agreement. RECIPIENT agrees that its responsibilities and duties under this Agreement, including but not limited to its obligations regarding confidentiality and data security, shall remain in effect following the termination of this Agreement.

4. Confidential Information.

- a) For purposes of this Agreement, "confidential information" means all data and information in whatever form produced, prepared, observed, or received under this Agreement to the extent such information is confidential within the meaning of any governing law, regulation, or directive, including, without limitation, the Illinois statute codified at 820 ILCS 405/1900 ("Section 1900").
- b) RECIPIENT agrees to comply with applicable laws, materials, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of the confidential information, including Section 1900; which is incorporated by reference into this Agreement. Protection from unauthorized use and/or disclosure specifically includes storage in a place physically secure from access by unauthorized persons, maintaining information in electronic formats such as magnetic tapes, discs, or on servers in such a way that unauthorized persons cannot obtain the information by any means, destroying all confidential information in the manner directed

IDES NON-DISCLOSURE AGREEMENT

- by IDES as soon as the information is no longer needed for RECIPIENT's purposes, and undertaking precautions to ensure that only authorized employees and agents have access to said confidential information.
- c) RECIPIENT agrees to instruct all personnel having access to the confidential information on the confidentiality requirements set forth in this Section and agrees to fully and promptly report any infraction to the IDES.
- d) RECIPIENT agrees that the disclosure of the confidential information to the RECIPIENT does not convey any future ownership or use rights. RECIPIENT agrees that IDES shall retain sole and exclusive ownership of the confidential information.
- e) Upon the termination of this Agreement, RECIPIENT agrees to destroy or return all confidential information in the manner directed by IDES. RECIPIENT agrees that the confidential information shall not be archived or sent to a records center and shall not be retained with personal identifiers for any period longer than the term of this Agreement.

5. <u>Data Specifications</u>.

- a) The Parties acknowledge and agree that under this Agreement IDES will not share or provide the RECIPIENT with any information obtained from an individual or employing unit during the administration of the Illinois unemployment insurance (UI) program including, but not limited to, social security numbers, benefit records and employer's wage records.
- b) In accordance with 56 Ill. Admin. Code 2960.120, IDES may provide RECIPIENT with non-UI information contained in the Illinois Job Link (IJL) including: (i) a customer's name, address, phone number, and/or employment history; (ii) an employer's name, address, and phone number; (iii) job order information; and (iv) other non-UI information contained in IJL, provided that disclosure of such information is not prohibited under this Agreement.
- 6. <u>Purpose and Use.</u> RECIPIENT agrees that it will use the confidential information solely for the limited purpose of administrating an employment, training or education program through an Illinois One-Stop Center in accordance with WIOA. Any dissemination or use of the confidential information other than for the purpose and use set forth in this Section without the express written authority of the Director of IDES is specifically prohibited.
- 7. <u>Indemnification.</u> To the extent authorized by law, RECIPIENT agrees to indemnify, assume all risk of loss, and hold harmless IDES from and against all liabilities, claims, suits, actions, judgments, damages and expenses related to or arising in connection with any acts or omissions of RECIPIENT in connection with this Agreement. RECIPIENT shall do nothing to prejudice the rights of IDES to recover against third parties for any loss.
- 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against IDES arising out of this Agreement must be filed exclusively with the Illinois Court of Claims, 705 ILCS 505/1 et seq., when said claim is within the jurisdiction of the Court of Claims.

IDES NON-DISCLOSURE AGREEMENT

9.	Severability.	If any	provision	in	this	Agreement	is	held	to b	e inval	lid,	illegal,	void,	or
	unenforceable	, the val	lidity, lega	lity	, and	enforceabil	ity	of the	e ren	naining	pro	ovisions	shall	not
	be affected.													



THE WORKFORCE CONNECTION BOARD $\underline{ACTION\ FORM}$

☑ Agenda/Action Item: Date:	Approval of Policy Changes December 5, 2023
Point of Contact: Email:	Cathy Cornelius ccornelius@theworkforceconnection.org
Motion: Approve modifications	laint
Action Taken: X Approved Not	approved Amended as follows:

The Workforce Connection, Inc. (TWC)

Policy Title: Equal Opportunity

Modification Approved: December 5, 2023

Policy Number: 2017-200-02, change 1

Status: Active

Effective: 12/05/2017

Purpose:

To implement the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA).

References:

- Section 504 29 CFR part 38, Workforce Innovation and Opportunity Act (WIOA) and Sec. 188;
- Section 504, as implemented by Title 29 Part 32 of the Code of Federal Regulations
- State of Illinois Public Act 101-0654, Education and Workforce Equity Act.
- Americans with Disabilities Act of 1990, as Amended
 https://www.dol.gov/general/topic/disability/ada#:~:text=The%20Americans%20with%20Disabilities%20Act,local%20government <a href="https://www.dol.gov/general/topic/disability/ada#:~:text=The%20Americans%20with%20Disabilities%20Act,local%20government <a href="https://www.dol.gov/general/topic/disability/ada#:~:text=The%20Americans%20with%20Disabilities%20Act,local%20government <a href="https://www.dol.gov/general/topic/disability/ada#:~:text=The%20Americans%20with%20Disabilities%20Act,local%20government <a href="https://www.dol.gov/general/topic/disability/ada#:~:text=The%20Americans%20with%20Disabilities%20Act,local%20government <a href="https://www.dol.gov/general/topic/disability/ada#:~:text=The%20Americans%20with%20Disabilities <a href="https://www.dol.gov/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/topic/general/
- Rehabilitation Act of 1973, as Amended https://www.eeoc.gov/statutes/rehabilitation-act-1973
- Illinois workNet ePolicy Chapter 10and all Sections 10.1 -10.9 including all attachments to those sections https://apps.illinoisworknet.com/WIOAPolicy/Policy/Index/291
- Methods of Administration https://www.theworkforceconnection.org/plans-and-policies/
- Illinois workNet WIOA ePolicy Chapter 10 Sections 1-9 and all of its attachments. https://apps.illinoisworknet.com/WIOAPolicy/Policy/Index/291
- State of Illinois Nondiscrimination Plan 2023
 https://dceo.illinois.gov/content/dam/soi/en/web/dceo/aboutdceo/equalopportunity/state-of-illinois-nondiscrimination-plan-2023.pdf

Background:

Section 188 of WIOA prohibits discrimination against individuals in any Title I–financially assisted program or activity, which includes job training for adults and youth and programs or activities provided by recipients at American Job Centers (one-stop centers). The rule applies to recipients of WIOA Title I financial assistance and to programs and activities that are operated by American Job Center partners (one-stop partners) as part of the American Job Center system (one-stop delivery system), such as Unemployment Insurance, Temporary Assistance for Needy Families, Adult Education and Literacy, Trade Adjustment Assistance, and others. Methods of Administration are in place to guide local policies and procedures for the implementation of Equal Opportunity and Nondiscrimination rules.

IDES employs its own Equal Opportunity Officer:

Ms. Anna L. D'Ascenzo, Equal Opportunity Officer Office of Equal Opportunity/Affirmative Action Disability and Language Access Coordinator

Illinois Department of Employment Security 33 South State St., 10th Floor, Chicago, Illinois 60603

(312) 793-9290 (Voice)

(888) 340-1007 (TTY) / (312) 793-0302 (Fax)

E-Mail: Anna.DAscenzo@illinois.gov

Responsible Parties:

TWC WIOA One-Stop Operator and all WIOA program directors/staff, partner agencies, program providers, sub-awardees and contractors shall not discriminate on the basis of race, color, religion, sexual orientation, gender identity, transgender or gender non-conforming people, national origin, age, disability, political affiliation/ belief or if they are pregnant.

Local Policy:

TWC will follow the State of Illinois policy as outlined in Chapter 10 of the WIOA ePolicy.

- Designation of EO Officer TWC will designate an EO Officer for their area to comply with 20CFR Part 38.28 38.33. The EO Officer will have sufficient authority, resources, and leadership support to conduct monitoring, investigations, review written policies, and all functions of an EO per the job description.
- Notice and Communication The "Equal Opportunity (EO) is the Law" notice in multiple languages will be posted in a conspicuous area in the One-Stop Center
- Contract/Assurances Clauses Written Assurances Reinforcement of this commitment by all
 program providers requires that each provide written assurance in their agreements, grants, and
 contracts that they are committed to and will comply with the requirements of the Workforce
 Innovation & Opportunity Act (WIOA), ADA, Rehabilitation Act, and with 29 CFR part 38, WIOA
 Section 188.
- **Protection from Discrimination** These programs or activities may not refuse to offer or provide services to individuals because of their race, color, religion, gender identity, transgender or gender non-conforming people, national origin, age, disability, political affiliation/belief, or if they are pregnant. Beneficiaries, applicants, and participants cannot be denied covered services because of their citizenship status and cannot be denied their rights because of participation in a WIOA Title I–financially assisted program or activity. The policy includes enforcement of rules from the Department of Labor Civil Rights Center ensuring protection from discrimination on the basis of sex, including discrimination based on pregnancy, childbirth, and related medical conditions and transgender status, gender identity, and sex stereotyping.
- Universal Access--TWC and its contracted partners will take appropriate steps to ensure that the composition of the pool from those considered for participation in their programs and activities is diverse and representative of the population groups they serve.
- Access to Services TWC and its contracted partners are required to take reasonable steps to
 ensure that individuals with limited English proficiency have meaningful access to services and
 training and ensure full access to the workforce system for individuals with disabilities.
 Translation services are available.
- Reasonable Accommodations TWC ensures reasonable accommodations are provided to

qualified individuals with disabilities in all aspects of its programs, services, and activities unless providing the accommodation would cause undue hardship. Accommodations may include but are not limited to, qualified sign language interpreters, readers, auxiliary aids, and alternate formats. Reasonable modifications in policies, practices, or procedures are made, when necessary, to avoid discrimination based on disability, unless making the modifications would fundamentally alter the nature of the service, program, or activity.

The Illinois Environmental Barriers Act ensures Illinois citizens with disabilities are treated fairly and equally. that certain newly constructed or renovated buildings must comply with accessibility standards that guarantee they are safe and readily accessible to persons with disabilities. These standards are known as the Illinois Accessibility Code.

• **Compliance** – TWC has procedures in place to ensure compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) and the State of Illinois Nondiscrimination Plan.

Reporting Non-compliance:

Any non-compliance of the Equal Opportunity requirements must be reported to the Equal Opportunity Officer in writing.

Action Required:

This information must be disseminated to TWC WIOA One-Stop Operator and all WIOA program directors/staff, partner agencies, sub-awardees, and contractors. All must be fully in compliance with this policy.

Inquiries:

Questions regarding this policy should be directed to TWC Board Staff Equal Opportunity Officer.

Contact Information: Cathy Cornelius, WIOA Compliance Manager

The Workforce Connection 303 N. Main Street, Rockford IL 61101

Phone: 815-395-6638 TTY/TDD: 800-526-0844

Email: CCornelius@TheWorkforceConnection.org

Effective Date:

Immediately

The Workforce Connection, Inc. (TWC)

Policy Title: Grievance/Complaint-Nondiscrimination

Modification Approved: December 5, 2023

Policy Number: 2016-200-01, Change 4

Status: Active

Effective: 12/06/2015

Purpose/Introductions:

To inform Workforce Innovation Opportunity Act (WIOA) recipients and sub-recipients, other interested or affected parties, and customers/program participants in the Boone, Stephenson and Winnebago Counties Local Workforce Innovation Area (LWIA #3) of the procedures for filing grievances or complaints alleging violations of the WIOA Title I-B Program and other WIOA-related regulations or policies, as well as comply with the procedures issued by the State of Illinois. This policy does not apply to allegations of discrimination based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Individuals alleging discrimination are required to follow the procedures specified in the brochure *Illinois Department of Commerce and Economic Opportunity, Office of Employment & Training, Discrimination Complaint Procedures* provided to WIOA program participants during the program intake process.

References:

WIOA 2014 Section 181(c) WIOA, CFR 683-Subpart F 20 CFR Part 667.600-Subpart F

Illinois workNet WIOA ePolicy Chapter 8 Section 5 and all of its subsections and attachments https://apps.illinoisworknet.com/WIOAPolicy/Policy/Index/223

<u>Illinois workNet WIOA ePolicy Chapter 10 Section 8 and all of its subsections and attachments https://apps.illinoisworknet.com/WIOAPolicy/Policy/Index/435</u>

Additional Attachments

Attachment A – Complaint and Grievance Brochure

<u>Attachment B – Complaint and Grievance Procedures Participant Acknowledgement Form</u>

Background:

The Workforce Innovation and Opportunity Act mandates the development of policy and procedures for the filing of complaints and grievances submitted by participants and other interested persons affected by, and who allege, violations of the requirements of WIOA Title I-B and, WIOA-related regulations or policies. The customer program complaint and grievance policy applies to WIOA **program complaints only**, such as specific complaints about the service providers' services, activities, case management efforts and ability to provide appropriate WIOA services.

Each WIOA Title 1 funded service provider must adhere to this complaint policy. TWC (Local Workforce Innovation Area 3/LWIA3) will request that service providers file regular reports on any customer complaints which are received and resolved at the provider's level. These reports, formal complaints, grievances, and attendant actions will be kept on file at TWC for each provider.

Scope of this Policy:

TWC is the appropriate agency of contact when the complaint specifically concerns WIOA Title 1-B, and WIOA-related regulations or policies administered by TWC or its contracted WIOA service providers. In addition to Grievances against an employer for violations of labor standards. It does not cover complaints about WIOA-mandated partner programs. Such complaints should be made via the internal processes of those partner organizations.

Disclaimers:

This Policy does NOT address the procedure for processing complaints alleging discrimination under WIOA Section 188 Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38). Such complaints must be handled in accordance with the procedures set forth in the regulatory part. Furthermore, this Policy does NOT replace or relate to the separate policies regarding the accessibility and ADAAA compliance of an organization to its customers. For more information on the ADAAA as it relates to public accommodations and accessibility of commercial facilities, call the ADA Information Line at 1.800.514.0301 (voice) or 1-833-610-1264 (TTY) or visit their website at https://www.ada.gov.

Definitions:

The following definitions apply to this policy only.

- "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.
- "Complaint" means an allegation of a violation of WIOA or WIOA-related regulations or policies by another person, persons, or organization.
- "Complainant" means the person submitting the complaint.
- "Days" means calendar days, not business days.
- "Grievant" means the person submitting a grievance.
- "Grievance" means an allegation against an employer that receives WIOA Title IB funding for a violation of labor standards.
- "LWIA" or "Local Area" means Local Workforce Innovation Area.
- "LWIB" means Local Workforce Innovation Board.
- "Party" means either the Complainant, Grievant, Appellant or the Respondent. Collectively, the Complainant, Grievant, Appellant and Responder(s) shall be referred to as the "Parties".
- "Respondent" means the person(s) or organization(s) against whom a Complaint or Grievance or appeal of a Complaint or Grievance decision has been filed.

Policy/Procedures:

This policy sets forth the procedures to be followed in Local Workforce Innovation Area #3, Boone, Stephenson, and Winnebago Counties, regarding program Complaints and Grievances that may occur during the administration of any WIOA funded activities and WIOA related regulations and policies. These procedures outline the receipt, review, and resolution of the Complaints and Grievances.

Under WIOA, customer program Complaints and Grievances are viewed as opportunities to improve services. The primary goals of this complaint process is to address specific customer concerns, resolve the issues in the most expedient manner, learn from the Complaint and

Grievance, and implement resolutions throughout the entire system.

A. General Requirements

There are two types of issues covered by this policy.

- 1. Complaints are those that are non-criminal complaints of violations of WIOA and WIOA-related regulations.
- 2. 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 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.

- B. Notifying Customers of Grievance/Complaint Procedures
 All WIOA program participants will be provided *The Workforce Connection, Inc. Grievance/Complaint Procedure* information brochure during program intake. The information brochures will be displayed throughout TWC facilities.
- C. WIOA The Local Area Complaint/Grievance Officer (Equal Opportunity Officer) The designated Equal Opportunity Officer and contact information for non-discrimination allegations is:

Equal Opportunity Officer
The Workforce Connection, Inc.
303 N. Main Street
Rockford, Illinois 61101
Phone: 815-395-6638

D. WIOA Grievance and Complaint Filing Procedures

It is the desire of TWC that grievances and complaints are resolved at the lowest level possible; therefore, when a customer has a concern/ complaint, he/she will meet with the Program Supervisor or Agency Director to discuss and attempt resolve of the concern. If the concern(s) cannot be resolved immediately by either the Program Supervisor or Agency Director, the individual will be provided with the (WIOA Grievance/Complaint Form) and brochure. The Complainant/Grievant will be instructed regarding completing the form and the required timelines for completion. The Complainant/Grievant will be provided information regarding where to submit the Complaint/Grievance.

- 1. Local Level Complaint/Grievance Procedures
 - a. Complaints must be filed within 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 at the address shown below utilizing the *Workforce Innovation and Opportunity Act Grievance/Complaint Form*. The form will be submitted to:

Equal Opportunity Officer
The Workforce Connection, Inc.

303 N. Main Street Rockford, Illinois 61101 Phone: 815-395-6638

- 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 concise statement of the allegations(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 their 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/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 60 days of the filing of the Complaint or Grievance.
- i. If a Party is e dissatisfied with the local hearing decision or no decision is made within sixty (60) days of filing a Complaint or Grievance, the 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 arbitrations procedure, if there is a collective bargaining agreement that covers the parties to the Grievance, which so provides.

2. <u>Local Level Information Resolution and Hearing Process</u> 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 to do so before the scheduled hearing date and within sixty (60) days of the filing of the Complaint or Grievance.
- b. 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 factors 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 30 days of filing of a Grievance or Complaint.
 - a. The Local Area Complaint/Grievance Officer shall appoint a Hearing Officer to conduct the hearing on Complaints or Grievances.
 - b. The Local Area Hearing Officer shall be the Equal Opportunity Officer.
 - 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 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 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 of 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 and Grievance.
 - vi. Hearings will only cover those issues listed in the written complaint. 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.
- c. The Local Area Hearing Officer or designee will make a written decision and it shall be sent by certified mail, with return receipt requested, within 60 days of the filing of the complaint.
- d. The Local Area Hearing Officer's decision shall contain the following:
 - The names of the Parties involved;
 - A statement of the allegations;
 - A statement of the facts presented during the hearing;
- The issue(s) being decided;
- The decision and the reasons for the decision;
- A statement of corrective actions or remedies, if appropriate;
- A statement assuring that all steps included in these Complaint and Grievance Procedures have been adhered to; and 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:

Illinois Department of Commerce & Economic Opportunity
Senior State Equal Opportunity Compliance Officer and Investigator
217-558-2418, TTY number 800-785-6055
https://dceo.illinois.gov/aboutdceo/state-eo-officer.html

Action Required

All WIOA recipients and sub-recipients shall review this policy and distribute it to appropriate individuals within the organizations. The policy shall be made available to all participants and other interested parties who may wish to file a complaint or grievance. All WIOA program participants shall receive a copy of *The Workforce Connection, Inc. Grievance/Complaint Procedures* brochure.

Inquiries

Inquiries should be addressed to TWC Equal Opportunity Officer, The Workforce Connection, Inc. at (815)395-6638.

Effective Date

This policy is effective from the date of issue.



Attachment A

Policy 2016-200-01 Grievance/ Complaint-Nondiscrimination

COMPLAINT AND GRIEVANCE PROCEDURES

(Non-Discrimination)

The Workforce Innovation and Opportunity Act (WIOA) mandates the framework for delivery of workforce development activities and services to job seekers, dislocated workers, youth, incumbent workers, new entrants to the workforce, veterans, persons with disabilities and employers.

We are also mandated to establish procedures for processing grievances and complaints from participants and other interest parties affected by the local workforce investment system, including One-Stop partners and service providers.

This brochure has been designed to explain our Grievance/Complaint process and what steps are necessary to assure that your concerns are documented and addressed in a timely manner.

Step 1: It is our desire that grievances and complaints are resolved at the lowest level possible. When a customer has a concern or complaint, the customer should request a meeting with the Program Supervisor or Agency Director to attempt to resolve the issue.

Step 2: If the concern cannot be resolved, the complainant will be provided with the *WIOA Grievance/Complaint Form* and given instructions on completing the form and information on where to submit the complaint.

The grievance/complaint must be filed, in writing, within 180 days of the alleged violation and submitted to:

Equal Opportunity Officer
The Workforce Connection, Inc.
303 N. Main Street, Suite 200 Rockford, IL 61101
Phone 815-395-6638

The complaint must include the following information:

- Name, address, and telephone number of the complainant.
- Name, address, and telephone number of the person and/or organization the complaint is against.
- A clear concise statement of the allegations and facts of the case.
- The date of the alleged occurrence.
- The provisions of the Workforce Investment Act, regulations, grants or other agreements believed to have been violated.
- The signature of the complainant or their legal guardian/representative.

Step 3: Within ten days, the Grievance/ Complaint Officer will acknowledge receipt of the grievance by certified mail and identify options to meet and resolve the concern. (Options may include a formal hearing).

If either the complainant or the Grievance/Complaint Officer deems they are dissatisfied with the local hearing decision or no decision is made within 60 days, an appeal may be filed.

The mission of The Workforce Connection Board is to create a competitive, skilled and educated workforce by providing a system for the citizens of Boone, Stephenson and Winnebago Counties to gain meaningful employment in response to the needs of business.

The Workforce Connection an Illinois WorkNet Center and partner in the American Job Center network. This program is funded by The Workforce Connection, Inc., Il Department of Commerce & Economic Opportunity, and the U.S. Department of Labor.

The Workforce Connection is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Voice telephone numbers may be reached by persons using TTY/TDD equipment by calling TTY (800) 526-0844 or 711. Contact the Equal Opportunity Officer at (815)395-6638.

This program is subject to the provisions of the "Jobs for Veteran's Act" Public Law 107-288, which provides priority of services to veterans and spouses of certain veterans.

The Workforce Connection	The Workforce Connection	The Workforce Connection
303 N. Main Street, Rockford IL 61101	600 S. State Street, Belvidere, IL 61008	307 W. Main Street, Freeport, IL 61032
815-847-7574		



Attachment B-

Policy 2016-200-01 Grievance/ Complaint-Nondiscrimination

COMPLAINT AND GRIEVANCE PROCEDURES

(Non-Discrimination)

The Workforce Innovation and Opportunity Act (WIOA) mandates the framework for delivery of workforce development activities and services to job seekers, dislocated workers, youth, incumbent workers, new entrants to the workforce, veterans, persons with disabilities and employers.

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If either the complainant or the Grievance/Complaint Officer deems they are dissatisfied with the local hearing decision or no decision is made within 60 days, an appeal may be filed.

I acknowledge that I have received and read a copy of Grievance & Complaint Procedures for The Workforce Connection.

Participant Signature	
Date	

The mission of The Workforce Connection Board is to create a competitive, skilled and educated workforce by providing a system for the citizens of Boone, Stephenson and Winnebago Counties to gain meaningful employment in response to the needs of business.

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The Workforce Connection 303 N. Main Street Rockford, IL 61101 (815) 847-7574

> 600 S. State Street Belvidere, IL

307 W. Main St. Freeport, IL.

Boone, Winnebago and Stephenson Counties Local Workforce Area

LWIA#3

Workforce Innovation & Opportunity Act

Equal Opportunity

Methods of Administration

Updated December 5, 2023

Element One

Designation of Local Equal Opportunity (EO) Officer 29 CFR 38.28

Boone, Winnebago and Stephenson Counties, Local Workforce Innovation Area #3 (LWIA #3) ensures the implementation of the nondiscrimination and equal opportunity (EO) provisions of the Workforce Innovation & Opportunity Act (WIOA). As instructed in the Nondiscrimination and Equal Opportunity provisions contained in **29 CFR Part 38** and the State of Illinois EO/WIOA ePolicy Chapter 10.2.1. LWIA#3 complies with the requirements of who can serve as the local EO Officer/s.

Local Level EO Officer

The WIOA Compliance Manager, for The Workforce Connection, Inc., has been designated as the Local WIOA EO Officer. Their supervisor is the Executive Director of The Workforce Connection, Inc.

The Local WIOA EO Officer is responsible for implementing, maintaining and monitoring the nondiscrimination and EO requirements under 29 CFR 38, relative to Local Workforce Investment Area (LWIA) services. She will ensure local compliance with WIOA EO provisions to include:

- Implement the Methods of Administration Procedures Manual. (29 CFR Part 38)
- Develops and implements policies, programs, procedures and plans to comply with Non-discrimination and the Equal Employment Opportunity provisions of government legislation.
- Collect and analyze data related to applicant flow, program enrollment, program participant activities, and program procedures to ensure compliance with Equal Employment Opportunity legal provisions.
- Prepares and submits reports as required.
- Consult with facilities management and other staff to create and maintain a physical work environment that provides reasonable accommodation for disabled applicants, clients/customers, and employees.
- Review contracts to determine compliance with equal opportunity provisions.
- Monitoring WIOA Title 1B program providers to ensure compliance with Nonnon-discrimination and EO WIOA requirements.
- Investigate complaints and any allegations regarding EO.
- Prepares report of findings and makes recommendations for corrective action. (See Attachment 1, WIOA EO Officer Job Description for a detailed description of duties)

The Local WIOA EO Officer has the support of management to ensure the WIOA Title IB financially assisted programs and activities operate in a non-discriminatory way. Should a complaint(s) arise that presents a conflict of interest for the Local WIOA EO Officer, LWIA#3 will contact the State EO Officer or another EO Officer of a neighboring LWIA to conduct the investigation.

Publicizing WIOA EO Officer Information

LWIA#3 makes the identity of the WIOA State EO Officer and the local EO Officer readily available to any interested member of the public by utilizing the following methods:

- Posting the notice "Equal Opportunity Is the Law: prominently, in multiple locations the IL workNet Center/s and contracted WIOA program provider locations. The notice provides the name, organization, and contact information (address, e-mail, telephone and TDD/TTY numbers) of the State WIOA EO Officer and the LWIA EO Officer. The notice is posted in English and Spanish and other languages provided by the State.
- A copy of the publication "Equal Opportunity Is the Law" is provided to each individual attending WIOA Orientation sessions and enrolling into WIOA programs.
- Brochures are disseminated to the public.
- The name and contact information for the State EO Officer and Local EO Officer is provided on the LWIA's website.

Resources

LWIA#3 EO Officer receives administrative support from the State WIOA EO Office; other Illinois State and government agencies as well as the USDOL Civil Rights Center. The types of support received from these various resources include:

- Legal interpretation and support from the State DCEO Legal Counsel to ensure that the WIOA non-discrimination and Equal Opportunity obligations are appropriately addressed;
- Information sharing with the Illinois Department of Employment Security (IDES) on LWIA #3 labor market and demographic data;
- Cooperation from IDES during complaint proceedings that cover both the WIOA Program and the Unemployment Insurance Program;
- Training by the Illinois Department of Human Services, Division of Rehabilitation Services on assistive technology and other programs and resources available through the IL workNet Centers and the local workforce development system collaboration of staff and program providers.
- Technical assistance and resources available through the USDOL Offices for training and assistance with complaint proceedings.

One EO Officer is funded in the local workforce investment area from Workforce Innovation and Opportunity Act (WIOA) administrative funds.

Training

LWIA#3 EO Officer will attend a variety of different EO Training seminars and workshops to continually update the skills required to perform the responsibilities as outlined. EO training opportunities will be identified and planned for as part of the professional development for this position.

Element Two

Notice And Communication 29 CFR 38.34-38.40

Introduction

Widespread notification and communication of equal opportunity policy ensures the commitment of Local Workforce Investment Area #3 to non-discrimination. Notices and other forms of communication are distributed to any interested member of the public.

Element Two details how Boone, Winnebago and Stephenson Counties, LWIA#3, complies with **29 CFR 38.34 through 38.40** and the State of Illinois EO/WIOA ePolicy Chapter 10.3 in ensuring individuals are informed of the obligations of the State and the WIOA recipients to operate its programs and activities in a non-discriminatory manner, and the rights of individuals and entities to file complaints of discrimination.

Notification

LWIA#3 will disseminate the "Equal Opportunity Is The Law" notice to all Program Providers, WIOA recipients, applicants, eligible applicants/registrants, employees, and applicants for employment. Dissemination of the notice occurs during orientation sessions, eligibility, program providers/sub-recipients meetings and interviewing session with applicants for employment.

The "Equal Opportunity Is The Law" Notice is:

- Posted prominently in commons areas; (agency's bulletin boards, break room lobby, outside bathrooms and classrooms);
- Made available to each participant and made part of the participant's file;
- Disseminated in internal memoranda and other written or electronic communications;
- Included in handbooks or manuals;
- Provided in appropriate formats to individuals with visual impairment; and
- Where notice has been given in an alternative format to a participant with a visual impairment, a record that such notice has been given is to be made a part of the participant's file.

The "Equal Opportunity Is The Law" notice is posted prominently in English and Spanish and other languages provided by the State for the benefit of the public and customers in all of the appropriate locations within The Workforce Connection Centers and Satellite locations in the LWIA. Notices are also available in alternative formats such as audio recording for the visually impaired.

TTY numbers are displayed with telephone numbers on all printed materials.

Notification to Individuals with Disabilities

The "Equal Opportunity Is The Law" notice is made available to individuals with disabilities in the following ways:

• Large print, Braille and audio recording versions of the notice are available to persons with visual impairments;

- Where notice has been provided in an alternative format to individuals with a visual impairment, a record is made that such notice has been given and is made part of the participant's file;
- Readers are made available to the visually impaired for use with websites; and
- A Sign Language Interpreter is made available for the hearing impaired, if they have questions about the notice or the filing process.

LWIA#3 provides auxiliary aids and services such as:

- Qualified Interpreters;
- Assistive listening headsets;
- Closed and open captioning on videos;
- Telecommunication devices for deaf persons;
- Computers that allow voice input and output;
- Readers;
- Taped texts;
- Brailed materials;
- Video-text imaging displays; and
- Transcription services.

LWIA#3 has TTY's at The Workforce Connection Centers and satellite locations. All public information, recruitment and marketing materials include the tag "auxiliary aids and services are available upon request to individuals with disabilities." The State of Illinois monitors all facilities to ensure compliance physically and programmatically (including telecommunication and computer accessibility) to individuals with disabilities.

Recruitment Notification and Communication

LWIA#3, including all program providers, issue a statement of EEO compliance in all of recruitment brochures for job fairs, career days and community activities.

LWIA#3 complies with all Federal Equal Opportunity and Affirmative Action legislation. The State's MIS System provides for measurement of the registration of individuals from various populations, as well as their access to various WIOA Title I Services. LWIA#3 is monitored by the state to ensure compliance with relevant federal laws and the MOA provisions.

Notification to Persons of Limited English Proficiency

LWIA#3 ensures that equal opportunity and equal access is available to all individuals. When customers/clients and applicants arrive for WIOA services, and need assistance in a language other than English, staff utilize established procedures to provide translation services for the customer/client.

State of Illinois has a contract with Propio Language Services LLC to provide translation services. When using the service, LWIA#3 employees follow the instructions below:

When a non-English speaking person is in the facility or at the desk needing assistance:

• Dial: 866-828-3280

• Select language: Spanish - Option 1 (attendant will assist)

Other – Option 2 (attendant will assist)

• Provide: Assigned 4-digit Propio Account Number

• Confirm: Name + First Initial of Last Name

When receiving a call from a non-English speaking person:

• Try to determine the preferred language and ask the caller to please stay on the line while you place him/her on hold;

• Dial: 866-828-3280

• Select language: Spanish - Option 1 (attendant will assist)

Other – Option 2 (attendant will assist)

Provide: Assigned 4-digit Propio Account Number

• Confirm: Name + First Initial of Last Name

• Add the caller to the line.

Orientation Notification

WIOA applicants are informed about equal opportunity and nondiscrimination during the General Orientation Session for WIOA Programs. WIA participants sign off on "Equal Opportunity is the Law" brochure/pamphlet, which is placed in the participants' file. Should there need to be additional clarification of the notice, the EO Officer will explain in greater detail the rights associated with the non-discriminatory policy to the applicant.

Training

LWIA #3's EO Officer will attend all training seminars offered by the state.

Element Three

Review

Assurances, Job Training Plans, Contracts, Policies And Procedure 29 CFR 38.25-38.27

Introduction

It is the policy of LWIA#3 to include a nondiscrimination and equal opportunity statement in all training plans, contracts and agreements.

All grant applicants and program providers are required to adhere to the nondiscrimination provisions of WIOA Section 188 regarding assurances of nondiscrimination and equal opportunity. The assurance commits the recipient to "comply fully with the nondiscrimination and equal opportunity provisions" of WIOA and acknowledges the government's right to seek judicial enforcement of the assurance. The specific language for this assurance is found in 38.25-27 and set forth in the requirements of the State of Illinois EO/WIOA ePolicy Chapter 10.

General Assurances

LWIA#3 includes the required assurances in all WIA contracts, cooperative agreements and grants as required by the Illinois EO/WIOA ePolicy Chapter 10.1 and CFR 38.25, 38.51. Below is a reflection of the assurances within the plan, contracts and policies and procedures.

- The Workforce Innovation and Opportunity Act, section 188 Nondiscrimination and Equal Opportunity. 29 CFR Part 38.
- Title VI and VII of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended; Part B, C. Appendix A;
- U.S. Department of Labor Regulations at 20 CFR 652.100 and 20 CFR 680.650, Veterans will be afforded employment and training activities.
- Age Discrimination Act of 1975, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- U.S. Department of Labor Regulations at 29 CFR Part 31 and Part 32;
- The Illinois Human Rights Act, as amended and its Rules and Regulations;
- Nontraditional Employment of Women Act of 1991;
- The Americans with Disabilities Act of 1990;
- The Civil Rights Restoration Act of 1987;
- Executive Order 12250:
- Executive Order 11246; as amended;
- U.S. Department of Labor Regulations at 29 CFR Part 1604, Guidelines of Discrimination because of Sex, Sexual Harassment;
- Equal Pay Act of 1963; as amended;
- U.S. Department of Justice Regulations at 28 CFR Part 42, Subparts F & H.

Assuring Accessibility

LWIA#3 provides programmatic and facility accessibility for individuals with disabilities. When LWIA#3 enters into contractual agreements with program providers, compliance with program-specific laws and regulations are specified as the standard boilerplate language within the Program Terms and Conditions.

	7
A yearly review is conducted by the EO Officer of program provider's sites for ADA (Americans with Disabilities Act) Compliance. The ADA Checklist is used during the review.	
(Americans with Disabilities Act) Compliance. The ADA Checklist is used during the review.	
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Element Four

Universal Access 29 CFR 38.40

Introduction

The Workforce Innovation & Opportunity Act (WIOA) nondiscrimination regulations, at <u>29</u> <u>CFR 38.40</u> and set forth in the State of Illinois EO/WIOA ePolicy Chapter 10.4 require that recipients take appropriate steps to ensure that the composition of the pool from those considered for participation in their programs and activities is diverse and representative of the population groups they serve.

Outreach and Recruitment

LWIA#3 has made concentrated efforts and will continue to work to broaden the composition of applicants, registrants, and participants pools. Targeting, outreach and recruitment efforts are on- going throughout the Local Workforce Investment Area. Through the partnership of agencies in The Workforce Connection and by establishing working relationships with Illinois Growth Enterprises and RAMP, recruitment efforts are expanded in Boone, Winnebago and Stephenson Counties. The Workforce Connection efforts include:

- Marketing and establishing working relationships with community-based organizations serving people with disabilities;
- Removing physical, programmatic and technological barriers;
- Training staff and;
- Building relationships with local employers and human resource professionals.

Communication/Alternative Formatting

LWIA#3 ensures that appropriate steps have been taken to communicate with individuals with disabilities and that such communication is as effective as communications with others. LWIA#3 has bi-lingual staff to assist individuals who are limited English proficiency to ensure effective communication of services. Propio Language Services LLC, contractor with the State of Illinois for translation services, will be utilized as needed. Community-based organizations with the core mission of serving targeted populations with limited English proficiency are also utilized for specific services.

All public materials (brochures; pamphlets; publications; etc :) that describe WIOA programs or activities include the required language (taglines) indicating that the program or activity in question is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individual with disabilities."

Monitoring

LWIA#3 utilizes the State's MIS System to collect and analyze data by race, sex, age, disability, education level, veteran status, and other characteristics to monitor and evaluate the success of efforts to broaden the composition of those considered for participation and employment in programs and activities. The MIS System report is reviewed for disparities in services toward any group.

Element Five

Compliance With Section 504 29 CFR 38.14-38.24 and WIOA Section 188

Introduction

LWIA#3 is committed to making all services, facilities and information accessible for individuals with disabilities. This applies to all programs, activities, and services provided by or made available to program providers/sub-recipients, contractors, partners, clients, and potential clients/customers within the One-Stop system.

To reinforce this commitment all program providers are required to provide written assurance in their agreements, grants and contracts that they are committed to and will comply with the requirements of the Workforce Innovation & Opportunity Act (WIOA), ADA, Rehabilitation Act, and with **29 CFR part 38.** WIOA Section 188 and the State of Illinois EO/WIOA ePolicy Chapter 10.1.

Among the types of discrimination prohibited by these regulations, either directly or through contractual, licensing or other arrangement, on the grounds of disability are:

- Denying a qualified individual with a disability the opportunity to participate in or benefit from aid, benefit, services or training;
- Affording a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefits, services, or training that is not equal to that afforded others;
- Providing a qualified individual with a disability with an aid, benefit, service or training that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;
- Providing different, segregated or separate aid, benefits, services, or training to individuals with disabilities unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, services or training that are as effective as those provided to others;
- Denying a qualified individual with a disability the opportunity to participate
- as a member of planning or advisory boards; or
- Otherwise limiting a qualified individual with a disability in enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving any aid, benefit, service or training.

In addition, LWIA#3 ensures reasonable accommodations are provided to qualified individuals with disabilities in all aspects of its programs, services, and activities, unless providing the accommodation would cause undue hardship. Accommodations may include, but are not limited to, qualified sign language interpreters, readers, auxiliary aids and alternate formats. Reasonable modifications in policies, practices, or procedures are made, when necessary, to avoid

discrimination based on disability, unless making the modifications would fundamentally alter the nature of the service, program, or activity.

Policy and Procedures

LWIA#3 has policies and procedures in place to ensure compliance with Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) and the State EO/WIOA ePolicy Chapter 10.5.

LWIA #3 provides the following:

- Procedures are in place for customers to request for accommodations/modifications;
- Staff know how to proceed if an accommodation/modification is requested;
- Reasons for refusing to provide accommodation/modification are documented and the individual is provided with a copy of the document.
- Auxiliary aids and services to customers with vision and/or hearing impairment are available.

Training & Technical Assistance

EO Officer will participate in regular training sessions and courses offered by the State and through other entities to ensure a working knowledge and understanding of the Americans with Disabilities Act.

Architectural Accessibility

LWIA#3 ensures ADA compliance at the physical location and through its lease agreements. The EO Officer will perform site visits as required to ensure all One-Stop facilities and contracted program facilities remain in compliance.

Programmatic Accessibility

Auxiliary aids and services are available upon request to individuals with disabilities. Such auxiliary aids include, but are not limited to, sign language interpreters, readers, taped texts, and large print or other effective methods to communicate with persons with impaired vision or hearing to ensure their receipt of essential information regarding WIOA services, descriptions of programs, or policies and procedures which pertain to their eligibility and appeal rights as well as for employees for job-related issues, i.e., training, meetings, and interviews.

Employment Related Provisions

All LWIA#3 program agencies are expected to promote employment opportunities for individuals with disabilities and to consider qualified individuals with disabilities for their job openings. One of our partners is the Department of Human Services (DHS), which provides services and activities to individuals with disabilities under the State regulations and authority. This partner has a staff person who works with WIOA Case Managers, when necessary; to ensure WIOA services are made available. LWIA#3 Case Managers also work with local community-based organizations that serve individuals with disabilities. Through these partnerships, evaluation of the client's employment capabilities, appropriate work environment and identification and development of suitable job openings is accomplished.

Our employment counseling helps clients/participants/recipients recognize vocational training options, develop a plan to achieve employment goals, overcome barriers to employment, and adjust to the work environment. Job-ready- qualified individuals with disabilities receive consideration for suitable job openings.

Confidentiality

LWIA#3 ensures that medical information provided by registrants, applicants, eligible applicants/registrants, participants, employees and applicants are kept confidential through the following ways:

- The Confidentiality/Non-Disclosure Policy
- On-site monitoring of Program Providers
- Medical information is kept confidential, except from:
 - 1. Employing or training approval officials, after a conditional offer has been made to applicant;
 - 2. Supervisors and managers where there are work restrictions or where reasonable accommodations have been made;
 - 3. First aid safety personnel if the condition might require emergency treatment; and
 - 4. Government officials investigating compliance with Section 504.

Integration

LWIA#3 staff receives training and guidance from the State to ensure that our duty to serve individuals with disabilities in the most integrated setting appropriate to that individual is being met. We are monitored by the State in regard to the architectural and programmatic accessibility of the One-Stop Center. The agency has developed Reasonable Accommodation Procedures to ensure compliance.

Communication

LWIA#3 has established the following to ensure that we are able to communicate with persons with disabilities as effectively as with others:

- Auxiliary aids or services to afford individuals with disabilities an equal opportunity to participate in a program or activity;
- Communication by telephone; use the telecommunication device TTY for individuals with hearing impairments,
- Ensure that customers, including individuals with visual or hearing impairments, can obtain information as to the existence and location of accessible services, activities and facilities;
- Use the international symbols for accessibility at each primary entrance of accessible facilities.

Element Six

Data And Information Collection 29 CFR 38.41-38.45)

Introduction

LWIA#3 ensures compliance with the requirement of **29.CFR 38.41 through 45** and the State of Illinois workNet ePolicy 10.6 - Data and Information Collections and Maintenance.

Data Collection

LWIA#3 collects and maintains data on each applicant, registrant, eligible applicant/registrant, participant and terminee/exiter through the use of the Illinois Department of Commerce and Economic Opportunity State MIS system (MIS System) and a hard copy of the WIOA participant application file. The MIS System is used to provide programmatic demographic data collection pertaining to WIOA Programs. This data collection includes race/ethnicity, sex, age, disability, educational level and veteran status. All applicant characteristics are collected at the point of intake/eligibility and or service.

The definition for an applicant/registrant for services for data collections purposed under 29.CFR 38. An individual is considered an applicant at the point at which he/she submits personal information (e.g. name, address, or SSI, etc.) in response to a request by the recipient for such information).

This information is confidential and is used for the purposes of record keeping and reporting, and determining program compliance with nondiscrimination requirements.

Data Storage and Reports

The goal of the Illinois Workforce Development System is to collect data about the applicants/registrants who apply for and receive services by WIOA Programs. This information is used to create periodic service-level reports for the local Workforce Investment Areas, the State and Federal Agencies.

Records

LWIA#3 complies with the grant agreement, records retention and right of inspection clause under the Workforce Innovation & Opportunity Act. This language specifies that each grant recipient and sub-recipient/program provider is accountable for all funds received under this agreement and shall maintain for a minimum of three (3) years, following the date of submission by the Grantee of its final expenditure report, all books, records and supporting documentation necessary to verify the expenditure and use of funds provided under the grant agreement.

LWIA#3 maintains medical information on separate forms for applicants, registrants, participants and or exiters. Employee's medical information is maintained in a separate file from their personnel file. Medical information is kept confidential, except from: (1) Employment or

training approval officials, after a conditional offer has been made to applicant; (2) Supervisors and managers where there are work restrictions or where reasonable accommodations have been made; (3) First aid and safety personnel if the condition might require emergency treatment; and (4) Government officials investigating compliance with Section 504.

Complaint Logs

LWIA#3 maintains a Discrimination Complaint Log which alleges discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, belief, citizenship and/or participation in a WIOA Title I financially assisted program or activity. LWIA#3 submits the complaint log to the State on a quarterly basis. The Discrimination Complaint Log includes the following information:

- a. Complaint name and address;
- b. Grounds of the complaint;
- c. Description of the complaint;
- d. Date filed:
- e. Disposition and date; and
- f. Any other pertinent information

Enforcement Actions

LWIA#3, EO Officer notifies the State WIOA EO Officer about alleged discrimination on one or more of the bases prohibited by WIOA Section188. The EO Officer follows the State's Discrimination Complaint Policies and Procedures. When reporting the following information is included:

- The names of the parties to the action or lawsuit;
- The forum in which the parties to the action or lawsuit;
- The relevant case numbers.

Element Seven

Compliance Monitoring 29 CFR 38.62-38.68

Introduction

LWIA#3 is responsible for monitoring all WIOA financially-assisted programs in Boone, Winnebago and Stephenson Counties for compliance with the nondiscrimination and equal opportunity provisions.

The EO Officer monitors program providers/sub-recipients and conducts a self-evaluation as required to ensure programs and activities are operating in a nondiscriminatory manner in accordance to **29 CFR Part 38** and the State of Illinois EO/WIOA ePolicy Chapter 10.2.5.

Desk Review and On-Site Review

LWIA#3 conducts annual on-site monitoring visits to each of the program providers/sub-recipients to ensure compliance with the administrative obligations of 29 CFR Part 38, including but not limited to:

- Review the Mis System to analyze data on each applicant participant/registrant and terminee/exiter recruited and enrolled by the program provider to determine if significant differences exist.
- Interview program providers/sub-recipients staff;
- Interview participants/registrants;
- Review of participants/registrants files;
- Review of recruitment and referral process;
- Review of program accessibility to ensure compliance with requirements; pertinent to individuals with disabilities;
- Review complaint files;

LWIA#3 EO Officer discusses the preliminary findings with the program provider/sub-recipient. A formal letter is sent to the program provider/sub-recipient on the finding/s/ and a corrective action plan.

Report Preparation

Report preparation and compliance monitoring concludes the review process. Within thirty (30) days of the on-site visit, a cover letter is sent with the report which includes a request that a plan be submitted to the identified findings discovered during the review. The plan should be submitted within 60 days and include the dates the finding/s have been corrected and the supporting documentation. In the instance that a finding can not be corrected within 60 days, an estimated completion date must be provided.

Once received, the plan will be reviewed by the EO Officer. Upon acceptance, a letter will be sent to the Program Provider. The letter will include one of two determinations:

- Compliance, or
- Compliance, with deficiencies

A determination of "compliance" means that correction action has been taken since the report of review was issued. A finding of "compliance, with deficiencies," means that relatively minor EO program-related problem(s) remain.

Conducting Follow-up

A follow-up monitoring review will be conducted by the EO Officer within a scheduled timetable to ensure that findings/deficiencies have been corrected. If the on-site follow-up monitoring determines the cause for the initial findings is not appropriately accounted for, technical assistance is offered and corrective actions are determined.

Element Eight

Complaint Processing Procedures 29 CFR 38.69 through 38.85

Introduction

It is the policy of LWIA#3 to advise WIOA customers and employees of their right to file a complaint. Consistent with **29 CFR Part 38.69 through 38.85** and the State of Illinois workNet ePolicy Chapter 10.8 The Workforce Connection maintains compliance with the WIOA requirements regarding processing of discrimination complaints. Through Element Eight, LWIA #3 addresses its compliance regarding the complaint processing procedures.

LWIA#3 has adopted the State of Illinois DCEO WIOA Complaint process procedures.

The method below outlines general guidance on how the State of Illinois DCEO and LWIA #3 will handle and process complaints in the interim.

Communication

Information regarding the complaint process is made available publicly. Poster informing and instructing applicants on complaint procedures are posted throughout the One-Stop Center/s and program provider/sub-recipient sites. During the initial applicant intake interview, an explanation of the full range of services available, including the complaint system, is provided to applicants. The applicant receives a copy of the Illinois Department of Commerce and Economic Opportunity, Office of Employment & Training, Discrimination Complaint Procedures. The complaint procedure is available in Arabic, Chinese, English, French, French Creole, Korean, Polish, Russian, Spanish, Tagalog, and Vietnamese.

Roles and Responsibilities

The WIOA State EO Officer has overall responsibility for developing and implementing complaint procedures, and ensures LWIA EO Officers are provided the training required by these regulations. The WIOA State EO Officer provides oversight, monitoring and technical consultation for the processing of all discrimination complaints regarding WIOA Title I services, including provision of the Alternative Dispute Resolution Process/Mediation Services required under 29 CFR Part 38.

LWIA#3 EO Officer is responsible for:

- Adopting, publicizing and implementing the state discrimination process in their area in accordance with these regulations;
- Assisting customers in filing a complaint;
- Providing oversight and monitoring for logging, tracking, reporting and processing of all discrimination complaints filed regarding WIOA Title I services;
- Providing local intake services for discrimination complaints to determine if the complaint is covered by 29 CFR Part 37, resolving jurisdictional issues and, if appropriate, routing the complaint to the appropriate entity for processing. The

- Workforce Connection EO Officer confers with the WIOA State EO Officer promptly upon receipt of the complaint, prior to determining jurisdiction over the matter;
- Conducting the fact-finding, facilitating mediation as appropriate, and issuing Notices of Final Action in complaints filed at the local level and
- Training within their respective areas on WIOA EO provisions.

Immediately upon notification that someone wishes to lodge a complaint, LWIA #3 EO Officer shall attempt to discover the reason for the complaint and try to resolve the issue. This may necessitate the involvement of a supervisor, manager or LWIA #3 Administrator. The issue may be the result of miscommunication or misunderstanding and may not involve discriminatory acts. Every attempt will be made to resolve the complaint or issue at the local level.

If the complainant wishes to file a written complaint, LWIA#3 EO Officer will assist them and advise them of the availability of Alternative Dispute Resolution.

Specific details to managing, investigating and disposing of EO cases will be found in the Discrimination Complaint Procedures. See attached State of Illinois Forms: Complaint Form, Alternative Dispute and EO-related Forms.

Process

Complaints may be filed by any person who believes they have been discriminated against on the basis of race, color, religion, sexual orientation, gender identity, transgender or gender non-conforming people, national origin, age, disability, political affiliation/ belief or if they are pregnant and WIOA Title I participation.

In addition to those described above, complaints may also be filed if an individual believes they have been intimidated, retaliated against, threatened or coerced because they have:

- Filed a complaint under WIOA Section 188;
- Opposed a practice prohibited by the non-discrimination and equal opportunity provisions of WIOA;
- Furnished information to, or assisted or participated in any manner, an investigation, review, hearing, or any other activity related to the provisions under 29 CFR 38; or
- Exercised any rights and privileges under WIOA Section 188.

The complaint process includes these general elements:

- Jurisdiction
- Written notification which includes due process,
- Methods of resolution or disposition,
- Fact finding
- Notice of final disposition, and
- Recordkeeping.

Complainants may file with LWIA #3 EO Officer or directly with the WIOA State EO Officer and/or the Director of the Civil Rights Center. When a complaint is filed at the state level, unless a conflict of interest exists, DCEO will work closely with LWIA #3 EO Officer on complaints filed. When a conflict is determined at the local level the senior level employee may reassign to another staff, person, work with another EO Officer of a neighboring LWIA or ask the State WIOA EO Officer for assistance

All complaints must be submitted in writing within 180 days of the alleged incident, and must contain standard information as described in 29 CFR 38.69 as printed in the Department of Labor's Civil Rights Center's (CRC) Complaint Information Form. The complaint must be filed in writing and must contain the following information:

- The complainant's name and address (or another means of contacting the complainant;
- The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination);
- A description of the complainant's allegations. This description must include enough detail to decide:
- Who has jurisdiction over the complaint;
- o If the complaint was filed in time; and
- o If the complainant has apparent merit; in other words, whether the complainant's allegations, if true, would violate any of the nondiscrimination and equal opportunity provisions of WIOA or this part; and
- The complainant's signature or the signature of the complainant's authorized representative.

LWIA #3 EO Officer and the WIOA State EO Officer will keep a log for tracking and reporting discrimination complaints (See Attachment for a sample). Complaints must be promptly recorded on the log. The log will contain:

Date complaint was filed,

- Name, address, and status of complainant,
- Ground of complaint,
- Description of complaint, including the date of incident,
- Respondent information including whether or not the respondent is a recipient as defined in the Workforce Investment Act,
- Disposition of complaint along with date, and
- Whether the Informal Resolution and/or Alternative Dispute Resolution (ADR) was attempted.

LWIA#3 EO Officer submits the Discrimination Complaint Log to the State WIOA EO Officer on a quarterly basis.

<u>Jurisdiction</u>

Any complaint alleging discrimination must meet the following criteria to be considered under this policy:

- The individual making the complaint believes that he/she, or any class of individuals, has been subjected to discrimination on a basis prohibited by Workforce Investment Act Section 188 and/or 29 CFR 38.
- The individual or entity against which the complaint is filed receives financial assistance under the Workforce Innovation & Opportunity Act (refer to 29 CFR Part 38.4 for definitions of recipient, etc.);
- The written complaint is filed within 180 days of the alleged discriminatory act. If received later than 180 days from the date discriminatory action took place, the office.

- may close the complaint as being untimely (The Director, Civil Rights Center may extend the filing time if good cause is shown); and
- The complaint is filed in writing, is signed by the complainant or their authorized representative, contains the complainant's name and address (or gives other specific means of contact), identifies the respondent, and describes the complainant's allegations in sufficient detail to allow the recipient to determine if the complaint has merit.

If a recipient determines that it does not have jurisdiction over a complaint, it must notify the complainant, in writing, within ten (10) calendar days. This Notice of Lack of Jurisdiction must include:

- A statement of the reasons for that determination, and
- Notice that the complainant has a right to file a complaint with USDOL CRC within 30 days of the date on which the complainant receives the Notice.

If the complaint does not involve a recipient as defined in 29 CFR Part 38.4, the EO officer will assist the complainant in forwarding the complaint to the most appropriate agency for resolution.

Written Notification

A Notice of Receipt will be issued within five (5) days from the date of receipt of a written complaint: This written notice will be issued to both parties and must contain:

- A complaint process timeline;
- References to the informal resolution and ADR options;
- Notice of the right to be represented in the complaint process;
- Notice of the right to present and/or rebut evidence; and
- The option of direct filing with USDOL CRC.

Within ten (15) days of the Notice of Receipt an Initial Notice will be sent that must contain a statement of the issue(s), including;

- A list of the issues raised in the complaint, and
- For each such issue, a statement whether the recipient will accept the issue for investigation or reject the issue, and the reasons for each rejection.

In instances where a resolution was reached informally the Notice of Receipt will contain the outcome.

Informal Resolution

Whenever possible the EO Officer will attempt to informally resolve the complaint. This contact should be made within ten (10) days from the date of receipt of the written complaint, to conduct a preliminary investigation and to discuss circumstances underlying the allegations. If the complaint cannot be resolved informally, the complaint process will continue to the next step.

Alternative Dispute Resolution (ADR)

Mediation is offered as an alternate means of resolving the discrimination complaint. The EO Officer will utilize, a neutral third party trained in dispute resolution to listen to both the complainant and respondent and then encourage them to reach a voluntary, negotiated settlement of the charge of discrimination. Mediation gives the parties a chance to discuss the issues raised in the complaint, clear up misunderstandings, find areas of agreement, and incorporate those areas of agreement into solutions. Mediation is voluntary on the part of the complainant.

The complainant will be offered Alternative Dispute Resolution (ADR) in the Notice of Receipt that is issued within five days of receiving the complaint. The choice whether to use ADR rests with the complainant; the preferred form of ADR is mediation. If ADR fails, the complaint will be processed through the standard complaint resolution process.

LWIA#3 will contact DCEO who has identified certified mediators with background in nondiscrimination programs.

Fact Finding/Investigation

The Fact Finding/Investigation process will begin within fifteen (15) days after receiving the initial complaint. During the fact finding process all available information relating to the alleged discriminatory actions shall be gathered. At a minimum this fact finding should include:

- Discussion with the complainant in order to record all elements of the complaint;
- Interviews with any witnesses or others who have knowledge of the issue involved;
- Review of written and electronic files and records which pertain to the complainant and the alleged discrimination; and Interviews with the respondent.
- Extensive notes will be taken during this process to assure nothing is missed and to help with the resolution of the complaint. Fact Finding/Investigation should take no longer than sixty (60) days to ensure that a Final Notice of Action is issued within the required 90-day timeframe.

Resolution

Resolution means that legitimate complaints (those complaints with merit) are resolved to the satisfaction of the complainant. If the complaint is determined not to have merit the complainant must be notified immediately as explained under *Jurisdiction*.

Resolution may include such actions as:

- Disciplinary action against the party found responsible for discriminatory action(s);
- Corrective actions required by the recipient; and
- Sanctions against the recipient of WIOA funding, including the withdrawal of WIOA funding.

Notice of Final Action

Within 90 days of the receipt of a complaint, a written Notice of Final Action must be provided to the complainant. The Notice must contain the following statement for each issue raised in the complaint:

- The recipient's decision on the issue and an explanation of the reasons underlying the decision, or
- A description of the way the parties resolved the issue; and
- Notice that the complainant has a right to file a complaint with USDOL CRC within 30 days of the date on which the Notice of Final Action is issued if he or she is dissatisfied with the recipient's final action on the complaint.

Due Process

During the process of attempting to come to resolution on the complaint, all parties involved will be given due process. These due process elements include:

• Notice to all parties of the specific charges,

- Notice to all parties of the responses to the allegations,
- The right of both parties to representation,
- The right of each party to present evidence and to rebut evidence presented, and
- A decision made strictly on the evidence on the record.

Determinations

At the conclusion of the investigation of the complaint, the investigating authority must take the following actions:

- Determine whether there is reasonable cause to believe that the respondent has violated the nondiscrimination and equal opportunity provisions of WIOA or 29 CFR Part 38; and
- Notify the complainant and respondent, in writing, of that determination.

Violation Found

If the investigating authority finds reasonable cause to believe that the respondent has violated the nondiscrimination and equal opportunity provisions of WIOA or 29 CFR Part 38, an Initial Determination must be issued. The Initial Determination must include:

- The specific findings of the investigation;
- The corrective or remedial action proposed under Element Nine of this MOA and 29 CFR Part 38.90;
- The time by which the respondent must complete the corrective or remedial action;
- Whether it will be necessary for the respondent to enter into a written agreement under Element Nine of this MOA and 29 CFR Part 38.91 and 38.92 and
- The opportunity to engage in voluntary compliance negotiations.

Violation Not Found

If the investigating authority determines that there is no reasonable cause to believe that a violation has taken place, a Final Determination must be issued. The Final Determination must:

- Be issued within the 90-day complaint resolution period;
- Give the investigating authority's decision on the issue and an explanation of the reasons underlying the decision; and
- Give notice that the complainant has the right to file the complaint with the Director, Civil Rights Center.

Corrective Actions

If, during the course of investigating the complaint, discriminatory actions are discovered, corrective action will be taken immediately, regardless of whether the complaint is resolved at the local level or state level or is filed with USDOL CRC. This process of corrective actions and sanctions is described in Element Nine.

Record Maintenance

Records regarding complaints and actions taken will be maintained for at least three (3) years. Such records shall be in a secure area and made available only to those with authorization. The

complaint and any information gathered during the investigation may not be discussed or revealed to anyone not legitimately entitled to access (29 CFR 38.43).

Investigators from the USDOL CRC will have access to any information collected by each recipient as outlined in 29 CFR 38.42.

Element Nine

Correction Actions/Sanctions 29 CFR 38.90-38.100

Introduction

Sub-recipients/Program Providers determined to be in violation of the nondiscrimination portions of the Workforce Innovation & Opportunity Act as a result of a discrimination complaint, monitoring reviews or both, are required to take prompt corrective and/or remedial action. A violation may range in seriousness from a technical to a discrimination violation. A Technical violation may take the form of failure to post the required equal opportunity notices. The more serious discrimination violations include findings of: disparate treatment, disparate impact, and/or failure to provide reasonable accommodation. Sanctions may be imposed where voluntary compliance cannot be accomplished.

Element Nine demonstrates LWIA#3, compliance in applying appropriate correction action and/or sanctions as instructed in **29 CFR 37.90 (b) (1) (2) (3))** and the State of Illinois workNet ePolicy Chapter 10.9.

Determination

LWIA#3 EO Officer is responsible for administrating EO Compliance monitoring and complaint investigations of alleged discrimination and or issuing notifications of violations when they are found. Notification of violations and findings are reported to the Executive Director of The Workforce Connection, Inc. regarding the affected parties. Corrective action focuses on the problem and corresponds to the seriousness of the violation.

LWIA #3 EO Officer will notify the program-provider/sub-recipient in writing of any finding of discrimination and/non-compliance. The program provider/sub-recipient may agree to terms of the correction plan as proposed or may propose alternatives and informally negotiate the terms of any plan until the plan is acceptable to both parties.

For each correction a time frame will be established that is the minimum time necessary to completely correct the violation. In the case of a finding of discrimination the corrective action plan must provide, where appropriate, for retroactive and prospective relief.

Monitoring

Where a correction plan is established, the program provider/sub-recipient will report in writing to LWIA#3 every 30 days regarding its progress on the plan until all commitments made in the plan are fulfilled. Each 30 day progress report should indicate the status of each item in the

corrective-action plan, what actions the program provider/sub-recipient has taken during the previous 30 days toward achievement of the plan, what remains to be done, and a schedule listing the dates when each remaining action is to be completed.

Final Determination

Where a program provider/sub-recipient does not accept the terms of the correction-plan as proposed by LWIA#3 and is unable through final negotiations to achieve a plan it finds acceptable, a Final Determination will be issued. The Final Determination shall include:

- The specific act(s) that constitute(s) the violation;
- A copy of the proposed conciliation agreement;
- A chronology of the conciliation efforts;
- A description of proposed sanction(s); and
- A statement that the sub-recipient has a right to request a hearing.

A copy of the Final Determination shall be approved by the Executive Director prior to sending and will be disseminated to all appropriate parties of the sub-recipient/program provider, LWIB, grant recipient, and DCEO. The sub-recipient may appeal the Final Determination by requesting a hearing in writing within 30 days after receiving the Final Determination. If a hearing is not requested in writing, the decision will become final and sanctions may be imposed.

Sanctions

Sanctions will be imposed when a sub-recipient/program provider fails to take voluntary correction action. The proposed sanctions will be tailored to fit the failure of the program provider/sub-recipient, and may include suspension, termination, denial or discontinuance of WIOA Title I financial assistance, in whole or in part, offsets, disallowance of selected costs (e.g., salaries), referral to CRC or the Attorney General for appropriate legal action or such other action as may be provided by law.

Notes:

- 1. The listing of sanctions should not be considered conclusive or absolute, since the unique circumstances surrounding a civil rights or equal opportunity issue may vary.
- 2. Monetary relief cannot be paid from federal funds.



THE WORKFORCE CONNECTION BOARD $\underline{ACTION\ FORM}$

☑ Agenda/Action Item:	Approval of Training Provider/Program Approvals/Re-approvals
Date:	December 5, 2023
Point of Contact: Email:	Chris Oysti coysti@theworkforceconnection.org
	ng Provider and Program Approvals and Re-Approvals listed as "Recommended" on the on/continued inclusion on the Illinois Eligible Training Provider/Program List (ETPL).
Action Taken: X Approved	approved Amended as follows:

Training Program Approvals/Re-Approvals 12-05-23 TWC Board/CEO Meeting

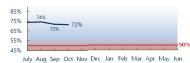
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ONET Code	DOTL	Provider	ONET Code Title	Program	Completion Percentage	Placement Rate	Employer Partnerships	Approval/Re-Approval	Program Cost	Industry	Credential	Certification/Degree	CIP Code	8-OccProj.Total-8-OccProj	Growtl Entry-Hour	Entry-Annua I	VG.Mediar-WG.N	edian Exp-Hour	ly Exp-Annual noi	s-Proj.Total-A ioi	is-Proj.Growth-AlW	VG. Medians-	WG.Median-An	nnual
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29-9021	1	Rasmussen College	Health Information Technologists and Medical Registrars	Pharmacy Technician Specialization	229	6 50%	None	Re-Approval	\$29,604	Health Care	Degree	Associates Degree	510701											
31-9092	4	п п	Medical Assistants			"								105	11 17.01	35369	18.81	89133 20.2	9 42201	2955	247	19.61	40785	
29-9021	1	Rasmussen College	Health Information Technologists and Medical Registrars	Health Information Technician	691	80%	None	Re-Approval	\$30,030	Health Professionals & Related Clinical Sciences	Degree	Associates Degree	519999	9	0 23.31	48490	30.64	53743 36.9	4 76830	195		30.85	64181	POSSIBLE MATCH/WAGE & JOB OPENING DATA ONET CODE 29-9098 Health Info Techs/Registrars/Surg Asst/AO
31-9099	0	н н	Healthcare Support Workers, All Other			"								4	0 1615	33594	18.6	18703 24.2	3 50386	192	13	22.48	46764	
17-3029	1	Rock Valley College	Engineering Technologists and Technicians, Except Drafters, Al Others	Mechanical Engineering, AES, RVC- I NIU	749	6 FA22: 86% / SP23: 67%	Collins Aerospace	Re-Approval	\$11,145	Engineering	Degree	Associates Degree, Supports A.E.S. Mechanical Engineering Degree taught by NIU Faculty at BVC campus		11	0 24.35			54902 36.6		166		33.46		POSSIBLE MATCH/WAGE & JOB OPENING DATA ONET CODE 17-3027 Mechanical Engineering Technicians
29-1141	6	Rockford University	Registered Nurses	Basic BSN Track	509	Per provider - not previously tracked	Per provider - N/A	Re-Approval	\$59,920	Health Care	Degree/Licensure	BSN-Basio/NCLEX	513801	253					6 88737	7870	625	39.43	82011	
31-9092	4	Ilinois Institute of Nursing Studies	Medical Assistants	Medical Assistant with Externship	1009	6 100%	None	Re-Approval	\$4,299	Health Care	Industry Recognized Credential(s)	CCMA, CPT, CET, CMAA	510801	105					9 42201	2955		19.61		
31-1131	4	Binois Institute of Nursing Studies	Nursing Assistants	Certified Nursing Assistant Training Program - Online/Hybrid	949	6 70%	East Bank Center, PA Peterson, River Crossing, Able Hearts, Lincolnshire Place, Symphony Network, Rock River Rehab, Forest City Rehab, Maxim Healthcare	Re-Approval	\$2,500	Heath Care	Industry Recognized Credential(s)	Program meets industry standards-IBHE and IDPH approved	513999	243					2 38101	7040			38293	
29-2061	5	Blinois Institute of Nursing Studies	Licensed Practical and Licensed Vocational Nurses	Practical Nurse Program (Information for this program is below this list of programs)	Data not yet available	Data not yet available	Data not yet available	Approval - New program	\$25,450	Health Care	Licensure	Program is accredited by the llinois Board of Nursing & llinois State Board of Education. NCLEX-PN test will be taken upon successful completion.	513901	53					7 63184	1552		29.62		

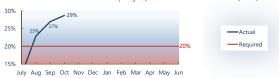
October 2023 Finance Report Summary



Adult & DW Minimum Training Expenditure = 72%

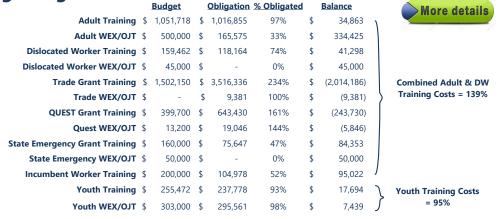


Youth Work-based Learning = 29%

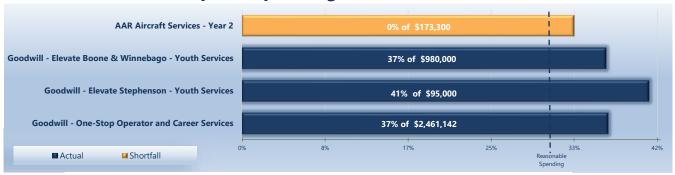


Training Obligations





Subrecipient Spending - Percent of Subaward







The Workforce Connection, Inc. Expenditures by Grant/Funding Stream PYTD as of 10/31/23

Revenue	Administration	<u>l</u>	<u>Adult</u>		Dislocated Worker		<u>Youth</u>	Other Grants		<u>Total</u>	
Current Program Year Revenue	462,157	\$	2,659,161	\$	3,282,841	\$	1,586,631	\$ 3,000	\$	7,993,790	
Carryover Funds		\$	430,000	\$	30,000	\$	135,000	\$ 95,200	\$	895,200	
Total Grant/Funding	667,157	\$	3,089,161	\$	3,312,841	\$	1,721,631	\$ 98,200	\$	8,888,990	
Expenses											
PYTD Expenses - Administration											
TWC - Wages & Fringe	146,982								\$	146,982	
- Other Operating Costs									\$	23,067	
Subtotal \$	170,050	\$	-	\$	-	\$	-	\$ -	\$	170,050	
PYTD Expenses - Training Costs											
ITA Training Costs		\$	627,196	\$	1,769,094	\$	139,271	\$ -	\$	2,535,561	
Remedial Training		\$	-	\$	-	\$	-	\$ -	\$	-	
Work Based Learning		\$	97,617	\$	70,229	\$	136,718	\$ -	\$	304,564	
Subawards		\$	-	\$	-	\$	259,713	\$ 173,300	\$	433,013	
Supportive Services		\$	4,696	\$	70,481	\$	11,247	\$ 49,768	\$	136,193	
Total Training Costs \$	-	\$	729,510	\$	1,909,804	\$	546,950	\$ 223,068	\$	3,409,332	
Combined % of Expenditures Related to Training		1	72	2%			•	·			Ø
Youth Work-based Learning %						1	29%				
\$ Amount of Training Funds Obligated		\$	1,182,430	\$	4,494,598	\$	1,302,839	\$ 49,768	\$	7,029,635	€ſ
% of Training Funds Obligated			75%		180%		104%	1.7%			€
PYTD Expenses - Staff & Other Program Costs											
TWC - Wages & Fringe		\$	19,129	\$	2,711	\$	14,911	\$ 10,228	\$	46,978	
- Other Operating Costs		\$	4,169	\$	575	\$	3,312	\$ 6,620	\$	14,676	
OSO - Wages & Fringe		\$	156,600	\$	190,567	\$	31,942	20,595	\$	399,704	
- Other Operating Costs		\$	192,982	\$	111,147	\$	14,416	\$ 4,039		322,584	
Other Non-Training Costs		\$, -	\$	-	\$	· -	\$, -	\$, -	
Total Staff & Other Program Costs \$	-	\$	372,879	\$	305,000	\$	64,582	\$ 41,481	\$	783,942	
Total PYTD Expenses	170,050	\$	1,102,389	\$	2,214,804	\$	611,532	\$ 264,549	\$	4,363,323	
=		_		_					_		
Funds Remaining & Obligated											
Total Funds Remaining \$	497,107	\$	1,986,772	\$	1,098,037	\$	1,110,099	\$ (166,349)	\$	4,525,667	
% of Total Budget Expended	25%		36%		67%		36%	269%		49%	
\$ Amount of Total Funds Obligated \$	545,903	\$	2,419,873	\$	5,242,927	\$	1,526,498	\$ 144,968	\$	9,880,169	
% of Total Funds Obligated	82%		78%		158%		89%	148%		111%	ſ
Planned Carry Over	121,254	\$	270,000	\$	65,000	\$	170,000	\$ -	\$	626,254	
Unobligated Funds Remaining	-	\$	399,288	\$	(1,995,086)	\$	25,133	\$ (46,768)	\$	(1,617,433)	
Participant Service Levels											
- Planned (Annual)			525		549		465				
- Actual (YTD)			393		450		252				
, ,			75%		82%		54%				
Notes:											

Notes:

D The Percentage of Expenditures Related to Training must be at least 50% at yearend for the Adult and Dislocated Worker funding streams combined

[€] The Amount of Training Funds Obligated and the Percentage of Training Funds Obligated is based on the definition of training costs, including some subawards

[∫] The Percentage of Total Funds Obligated is based on the TWC approved budget OSO = One-stop Operator

The Workforce Connection, Inc.

TWC Expenditures by Funding Stream From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget	% of Budget
Expenditures				
Administration				
TWC - Wages & Fringe	37,508.79	146,982.39	428,642.00	34.29%
TWC - Other Operating Costs	4,874.80	23,067.22	117,261.00	19.67%
Unobligated Costs	0.00	0.00	121,254.00	0.00%
Total Admin	42,383.59	170,049.61	667,157.00	25.49%
Adult				
ITA Costs	124,677.20	627,196.45	1,016,218.00	61.71%
One-Stop Operator - Wages & Fringe	36,937.57	156,599.88	467,100.00	33.52%
One-Stop Operator - Other Oper Costs	53,713.46	192,981.51	683,092.00	28.25%
Other Non-Training Costs	0.00	0.00	500.00	0.00%
Supportive Services	2,231.37	4,696.37	35,000.00	13.41%
TWC - Wages & Fringe	4,332.94	19,128.68	66,200.00	28.89%
TWC - Other Operating Costs	796.27	4,169.14	21,051.00	19.80%
Unobligated Costs	0.00	0.00	270,000.00	0.00%
Work-Based Learning	29,079.27	97,616.97	530,000.00	18.41%
Total Adult	251,768.08	1,102,389.00	3,089,161.00	35.69%
Dislocated Worker				
ITA Costs	551,713.63	1,769,093.79	2,163,812.00	81.75%
One-Stop Operator - Wages & Fringe	47,392.47	190,566.97	533,500.00	35.72%
One-Stop Operator - Other Oper Costs	27,402.88	111,147.25	200,250.00	55.50%
Other Non-Training Costs	0.00	0.00	500.00	0.00%
Supportive Services	19,621.91	70,481.07	57,000.00	123.65%
TWC - Wages & Fringe	1,430.57	2,710.98	11,100.00	24.42%
TWC - Other Operating Costs	262.90	574.50	3,479.00	16.51%
Unobligated Costs	0.00	0.00	65,000.00	0.00%
Work-Based Learning	31,580.09	70,229.24	278,200.00	25.24%
Total DW	679,404.45	2,214,803.80	3,312,841.00	66.86%
Youth				
ITA Costs	17,926.97	139,271.07	234,000.00	59.51%
One-Stop Operator - Wages & Fringe	7,407.35	31,942.19	95,860.00	33.32%
One-Stop Operator - Other Oper Costs	2,371.09	14,415.90	64,140.00	22.47%
Other Non-Training Costs	0.00	0.00	972.00	0.00%
Supportive Services	2,715.46	11,247.45	20,500.00	54.86%
Subawards	64,127.63	259,713.25	769,500.00	33.75%
TWC - Wages & Fringe	3,439.05	14,911.28	48,300.00	30.87%
TWC - Other Operating Costs	632.02	3,312.35	15,359.00	21.56%
Unobligated Costs	0.00	0.00	170,000.00	0.00%
Work-Based Learning	39,036.76	136,718.22	303,000.00	45.12%
Total Youth	137,656.33	611,531.71	1,721,631.00	35.52%
Other Grants				
One-Stop Operator - Wages & Fringe	4,858.42	20,594.67	11,369.00	181.14%
One-Stop Operator - Other Oper Costs	1,039.81	4,039.11	12,531.00	32.23%
Supportive Services	9,724.64	49,768.07	71,300.00	69.80%
Subawards	0.00	173,300.00	0.00	0.00%
TWC - Wages & Fringe	7,233.83	10,227.50	0.00	0.00%
TWC - Other Operating Costs	241.81	6,620.00	4,500.00	147.11%
Total Z-Other	23,098.51	264,549.35	99,700.00	265.35%
Total Expenditures	1,134,310.96	4,363,323.47	8,890,490.00	49.08%

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The Workforce Connection, Inc.

TWC Expenditures by Categories From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget	% of Budget
Expenditures				
ITA Costs				
Adult	130,550.20	643,067.01	1,016,218.00	63.28%
Dislocated Worker	551,713.63	1,774,047.43	2,163,812.00	81.98%
Youth	20,026.97	145,542.71	234,000.00	62.19%
Total ITA Costs	702,290.80	2,562,657.15	3,414,030.00	75.06%
Supportive Services	. 02/250.00	_,55_,557.12	0, 12 1,000100	75.5575
Adult	2,231.37	4,696.37	35,000.00	13.41%
Dislocated Worker	19,621.91	70,481.07	57,000.00	123.65%
Youth	2,715.46	11,247.45	20,500.00	54.86%
Other Grants	9,724.64	49,768.07	71,300.00	69.80%
Total Supportive Services	34,293.38	136,192.96	183,800.00	74.10%
Subawards	31,233.30	130,132.30	105,000.00	7 1.10 70
Youth	64,127.63	259,713.25	769,500.00	33.75%
Other Grants	0.00	173,300.00	0.00	0.00%
Total Subawards	64,127.63	433,013.25	769,500.00	56.27%
Other Non-Training Exps	07,127.03	755,015.25	709,300.00	30.27 70
Adult	0.00	0.00	500.00	0.00%
Dislocated Worker	0.00	0.00	500.00	0.00%
Youth	0.00	0.00	972.00	0.00%
	0.00	0.00	1,972.00	0.00%
Total Other Non-Training Exps	0.00	0.00	1,972.00	0.00%
OSO Personnel and Oper Exps	00 (51 02	240 501 20	1 150 102 00	20.200/
Adult	90,651.03	349,581.39	1,150,192.00	30.39%
Dislocated Worker	74,795.35	301,714.22	733,750.00	41.11%
Youth	9,778.44	46,358.09	160,000.00	28.97%
Other Grants	5,898.23	24,633.78	23,900.00	103.07%
Total OSO Personnel and Oper Exps	181,123.05	722,287.48	2,067,842.00	34.93%
TWC Personnel and Oper Exps				
Administration	42,383.59	170,049.61	545,903.00	31.15%
Adult	5,129.21	23,297.82	87,251.00	26.70%
Dislocated Worker	1,693.47	3,285.48	14,579.00	22.53%
Youth	4,071.07	18,223.63	63,659.00	28.62%
Other Grants	7,475.64	16,847.50	4,500.00	374.38%
Total TWC Personnel and Oper Exps	60,752.98	231,704.04	715,892.00	32.37%
Unobligated Funds				
Administration	0.00	0.00	121,254.00	0.00%
Adult	0.00	0.00	270,000.00	0.00%
Dislocated Worker	0.00	0.00	65,000.00	0.00%
Youth	0.00	0.00	170,000.00	0.00%
Total Unobligated Funds	0.00	0.00	626,254.00	0.00%
Work-based Learning				
Adult	23,206.27	81,746.41	530,000.00	15.42%
Dislocated Worker	31,580.09	65,275.60	278,200.00	23.46%
Youth	36,936.76	130,446.58	303,000.00	43.05%
Total Work-based Learning	91,723.12	277,468.59	1,111,200.00	24.97%
Total Expenditures	1,134,310.96	4,363,323.47	8,890,490.00	49.08%

The Workforce Connection, Inc.

TWC Personnel & Operating Expenses From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget	% of Budget
TWC Personnel and Operating Expenses				
Staff - Wages & Fringe				
Wages	42,668.41	152,170.83	417,403.00	36.45%
Fringe	11,454.78	41,968.01	125,619.00	33.40%
Total Staff	54,123.19	194,138.84	543,022.00	35.75%
Staff - Other Operating Costs				
Training and Conferences	0.00	2,127.38	14,000.00	15.19%
Mileage	0.00	24.89	500.00	4.97%
Supplies	76.84	1,292.06	6,900.00	18.72%
Equipment	0.00	1,542.59	5,600.00	27.54%
Dues-Subs-Memberships	0.00	1,044.40	24,000.00	4.35%
Outreach & Recruitment	0.00	0.00	5,000.00	0.00%
Printing	0.00	193.97	2,300.00	8.43%
Copier Maintenance	0.00	629.58	4,000.00	15.73%
Telephone	117.97	467.64	1,410.00	33.16%
Professional Services	134.83	3,199.71	23,000.00	13.91%
IT Costs	811.27	3,098.06	14,000.00	22.12%
Facility Costs	3,575.36	14,244.89	43,460.00	32.77%
Work Keys	0.00	529.50	2,000.00	26.47%
Total Staff-O	4,716.27	28,394.67	146,170.00	19.43%
Board Related Activities				
Training and Conferences	0.00	0.00	6,000.00	0.00%
Supplies	0.00	32.99	500.00	6.59%
Dues-Subs-Memberships	1,258.78	5,143.62	0.00	0.00%
Printing	0.00	530.00	500.00	106.00%
Professional Services	848.50	3,049.00	19,700.00	15.47%
Annual Meeting	0.00	1,290.00	0.00	0.00%
Total Staff-OB	2,107.28	10,045.61	26,700.00	37.62%
Total TWC Personnel and Operating Expenses	60,946.74	232,579.12	715,892.00	32.49%

The Workforce Connection, Inc. Statement of Activities From 10/1/2023 Through 10/31/2023

Unrestricted Fund

Officstricted Faria		
	Current Period Actual	Current Year Actual
Revenue		
Interest Income	11.45	83.76
Work Keys	0.00	1,353.00
Donations	0.00	0.00
Annual Meeting	0.00	0.00
Employer Forums	0.00	0.00
Indirect Cost Charges to AAR Grants	0.00	0.00
Total Revenue	<u>11.45</u>	<u>1,436.76</u>
Expenditures		
Work Keys		
TWC Staff Wages	0.00	0.00
TWC Staff Fringe	0.00	0.00
ACT Fees - Work Keys	0.00	529.50
RVC OSO-CSP Costs - W/F	0.00	532.00
Total Work Keys Costs	0.00	1,061.50
Annual Meeting	0.00	0.00
Employer Forums	0.00	0.00
TWC Staff Costs - Other		
Training and Conferences	0.00	0.00
Printing	0.00	0.00
Supplies	0.00	1.87
Dues-Subs-Memberships	0.00	0.00
Facility Costs	0.00	0.00
Professional Services	<u>0.00</u>	<u>2,628.00</u>
Total TWC Staff Costs - Other	0.00	2,629.87
TWC Board Activities		
Supplies	0.00	0.00
Annual Meeting Expenses	0.00	1,290.00
Training and Conferences	<u>0.00</u>	0.00
Total TWC Board Activities	0.00	1,290.00
Total Expenditures	<u>0.00</u>	<u>4,981.37</u>
Net Revenue over Expenditures	11.45	(3,544.61)
Beginning of Year Unrestricted Net Assets		<u>54,286.47</u>
Current Unrestricted Net Assets		<u>50,741.86</u>



Fund Name: Workforce Development Fund | Fund ID: 1141 QUARTERLY STATEMENT OF FUND ACTIVITY

July 01, 2023 through September 30, 2023

Dan White The Workforce Connection 303 N. Main St., Ste. 300 Rockford, IL 61101

ACTIVITY SUMMARY

BEGINNING FUND BALANCE:	CURRENT QUARTER \$18,562.28	CALENDAR YTD \$17,265.07
Receipts		
Investment Results	\$-466.10	\$904.04
Total Receipts:	\$-466.10	\$904.04
Distributions		
Fund Expenses	(\$37.87)	(\$110.80)
Total Distributions:	(\$37.87)	(\$110.80)
ENDING FUND BALANCE	\$18,058.31	\$18,058,31

ACTIVITY DETAIL

CONTRIBUTIONS

Date:	Donor:		Amount:
n/a	n/a		\$n/a
		Total Contributions:	\$0.00

GRANTS

Date: 2023-07-01	Grantee: The Workforce Connection Inc.	Description Workforce Development Fund; Annual Distribution	Amount: \$702.05
2023-07-26	The Workforce Connection Inc.	Cancel: Workforce Development Fund; Annual Distribution	\$-702.05
		Total Grants:	\$0.00

This statement was generated: 10/26/2023

This fund was created: May 05, 2009



Illinois Workforce Partnership Individual Achievement Award Nominee Alyssa Hill

Alyssa is a true testimony to what the WIOA programs offer career seekers. Alyssa had been in the Elevate Youth program before and earned her High School Diploma, however, the timing wasn't right and she wasn't able to find a career that suited her needs. She came back to the program and she was determined to do everything in her power to break through the barriers in her way. With the help of the program and staff, Alyssa was determined to explore options and find a career that was right for her.

Alyssa enrolled and took full advantage of the services offered and the expertise of her Career Planner. She attended Career Readiness Classes and decided that she wanted to get into the medical industry, ultimately working as a pediatric nurse. She set goals and determined that she would first earn her Medical Assistant Certificate. She needed some work experience, so she worked with her Career Planer and was able to get a paid work experience position performing customer service and put the job on her resume, allowing her to apply for and get a job at a Pediatric Doctor's office at the Front Desk! As she worked and gained experience in her field of choice, she was also able to attend school online in the evenings for her Medical Assistant program with the tuition paid by the WIOA Youth program. In the midst of it all, she became a new parent and still graduated early from her program! Alyssa shared that her, "Career planner believed in me more than I believed in myself, I'll never forget how much this program saved me."

Alyssa is a great role model for other youth and young adults who need to know they can accomplish their dreams with just a little help and resources to break down the walls and barriers that society has put up. We are so proud of Alyssa, who is now a very successful new mom and certified Medical assistant.



Nominated by
The Workforce Connection
Local Workforce Innovation Area 3



A proud partner of the American Job Center network

Illinois Workforce Partnership Business Leadership Award Nominee Absolute Fire Protection

The Workforce Connection is proud to work with Absolute Fire Protection to expand opportunities and apprenticeships in the region. Absolute Fire Protection is an industry leader in fire protection and prevention services in Northern Illinois with strong ties to the community. Absolute Fire Protection has a great need for skilled talent to install, test, repair, and perform maintenance on fire sprinkler systems – a critical role that encompasses many different skill sets. Absolute Fire Protection knew they needed to develop a talent pipeline for the talent and skill needed for these jobs, not only for the short-term but also for the long-term needs of their business and the community.

Absolute Fire Protection worked with The Workforce Connection and created the Fire Sprinkler Apprenticeship program. The partners worked together and spent time understanding Absolute's needs and goals to ensure the program was built out effectively and requirements were equitable and appropriate for the roles. We worked together on the selection process, which was valuable because we were able to ensure we had the right candidates for the apprenticeships. With the WIOA funding, Absolute was able to add additional positions beyond its initial projections which in turn, helped the business add capacity and depth to its team.

As an Apprentice Sprinkler Fitter, apprentices learn and earn over four years with 19 classes and credentials in addition to paid training in the field. At the conclusion of the apprenticeship, individuals earn their Journeyman Sprinkler Fitters card. Almost 18 months in, all of the initial candidates are still successfully on their way to becoming journeymen who will earn nationally recognized credentials and earn upwards of \$50 per hour once complete. We are also working to add additional classes with Absolute Fire Protection to continue to grow the team's capacity and provide more opportunities to individuals in the community.

We are grateful for the vision and leadership of Absolute Fire Protection to create this apprenticeship model to build talent and opportunity in the region.



Nominated by
The Workforce Connection
Local Workforce Innovation Area 3



A proud partner of the American Job Center network