



# NORTHEAST IOWA LOCAL POLICIES AND PROCEDURES

NORTHEAST IOWA WORKFORCE  
DEVELOPMENT BOARD



## TABLE OF CONTENTS

<i>ADMINISTRATION AND GOVERNANCE</i> .....	5
ACCOUNTING AND FINANCE POLICIES AND PROCEDURES .....	5
BUY AMERICAN PROVISION.....	8
CERTIFICATION REGARDING LOBBYING .....	8
CONFIDENTIALITY.....	8
CONFLICT OF INTEREST .....	8
CREDIT CARD POLICY.....	13
DEBARMENT AND SUSPENSION .....	13
DISAGREEMENTS AND DISPUTE RESOLUTION.....	13
DRUG AND ALCOHOL-FREE WORKPLACE .....	13
FIREWALLS.....	14
GRIEVANCE AND COMPLAINTS PROCEDURES POLICY .....	17
COMPLAINTS AND GRIEVANCES.....	18
WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) .....	20
LIMITED ENGLISH PROFICIENCY (LEP) PLAN .....	21
LOCAL MONITORING AND OVERSIGHT POLICY .....	25
NON-DISCRIMINATION AND EQUAL OPPORTUNITY.....	30
PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY .....	30
POLICY REVISION PROCESS.....	35
PRIORITY OF SERVICE .....	38
ADULT PRIORITY OF SERVICE .....	38
VETERANS PRIORITY OF SERVICE .....	45
PROCUREMENT POLICIES AND PROCEDURES.....	45
SOLE SOURCE.....	46
TICKET TO WORK FUND REQUEST POLICY.....	50
TRAVEL POLICY.....	50
<i>TITLE IB PROGRAMS</i> .....	55
ADDITIONAL ASSISTANCE .....	55
ADULT MENTORING .....	55

CLOSURE OF SERVICES DUE TO FRAUD .....	55
DISLOCATED WORKER PROGRAM ELIGIBILITY DUE TO ECONOMIC CONDITIONS .....	56
ECONOMIC SELF-SUFFICIENCY .....	56
ELIGIBILITY DETERMINATION – OTHER RESPONSIBLE ADULTS (PROGRAM PARTICIPATION FOR MINORS) .....	56
FOLLOW-UP.....	56
GEOGRAPHICAL PREFERENCE .....	58
INDIVIDUALIZED CAREER SERVICES .....	58
INDIVIDUAL TRAINING ACCOUNTS (ITA) .....	59
INELIGIBILITY .....	59
OBJECTIVE ASSESSMENT .....	60
UNDEREMPLOYED INDIVIDUALS.....	60
<i>PARTICIPANT SERVICES</i> .....	60
CUSTOMIZED TRAINING (CUS) .....	60
ENTREPRENEURIAL TRAINING (ENT) .....	61
INCUMBENT WORKER TRAINING (IWT).....	61
INTERNSHIPS (INT) .....	63
JOB SHADOWING (SHW) .....	63
OCCUPATIONAL TRAINING (OST) .....	63
ON-THE-JOB (OJT) TRAINING.....	66
PRE-VOCATIONAL ACTIVITIES (PVA) .....	70
QUALITY PRE-APPRENTICESHIP (QPA) .....	70
REGISTERED APPRENTICESHIP (RA) .....	70
SECONDARY EDUCATION CERTIFICATION (SEC) .....	70
WORK EXPERIENCE (WEP).....	70
SUPPORT SERVICES .....	71
CLOTHING (CHG) .....	71
DEPENDENT CARE (DPC) .....	71
EDUCATIONAL ASSISTANCE (EST) .....	72
EDUCATIONAL TESTING (EDT).....	72
FINANCIAL ASSISTANCE (FAS) .....	72

HEALTH CARE (HLC) .....	73
MISCELLANEOUS SERVICES (MSS) .....	73
NEEDS RELATED PAYMENTS .....	74
SERVICES FOR INDIVIDUALS WITH DISABILITIES (SID).....	74
SUPPORTED EMPLOYMENT AND TRAINING (SET) .....	74
TRANSPORTATION (TRN) .....	74
YOUTH INCENTIVE PAYMENTS AND STIPEND .....	75
<b>ATTACHMENTS</b> .....	<b>84</b>
ATTACHMENT A: APPROVALS .....	84

# NORTHEAST IOWA

## LOCAL POLICIES AND PROCEDURES

### ADMINISTRATION AND GOVERNANCE

#### ACCOUNTING AND FINANCE POLICIES AND PROCEDURES

The CLEO will designate a Fiscal Agent pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA).

While WIOA permits the CLEO to designate an entity to serve on his/her behalf as fiscal agent, the designation does not relieve the CLEO of financial liability for any misspent funds. Under WIOA, the CLEO retains ultimate liability for the repayment of any WIOA funds which have been misused or costs which have been disallowed.

The purpose of this Policy is to articulate the expectations of the designated Fiscal Agent.

#### A. DELEGATION OF RESPONSIBILITIES

1. The CLEO and LWDB may delegate to the Fiscal Agent the power and responsibility to enter into contracts, subcontracts, and other agreements subject to CLEO and LWDB approval, to receive, expend, and distribute funds, to develop and evaluate procedures for financial management, and to hire, organize, and train the staff needed to carry out these responsibilities.
2. The Fiscal Agent will accept on behalf of the CLEO all grant funds associated with Title IB of WIOA, as well as other related grants designed to help carry out the purpose of WIOA programs. This responsibility also includes funds available under the Trade Adjustment Act (TAA), if applicable.
3. The Fiscal Agent will disburse WIOA funds for allowable workforce innovation activities on behalf of the CLEO. As required by law, these disbursements will occur at the direction of the LWDB, provided that the purpose for the disbursement is allowable, authorized and documented.
4. The Fiscal Agent's necessary and reasonable administrative costs for performing the duties of fiscal agent will be paid from WIOA funds available for administrative expenses as reflected in an operating budget which the Fiscal Agent shall submit to the CLEO and LWDB annually for approval.

5. No provision for profit is allowed for the Fiscal Agent and any excess of revenue over the costs must be counted as program income and spent in compliance with WIOA program income requirements. Interest earned on funds received under WIOA Title I must also be included in program income.

## **B. GENERAL EXPECTATIONS OF THE FISCAL AGENT FOR ADMINISTRATION**

1. The Fiscal Agent will comply with Federal and State law, regulation and policy established for WIOA programs.
2. The Fiscal Agent will comply with relevant circulars of the Office of Management and Budget. These include but are not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR, Part 200 and DOL's Exceptions at 2 CFR 2900.
3. The Fiscal Agent will maintain an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
4. The Fiscal Agent will employ, train, and maintain a sufficient number of qualified staff members necessary to fulfill the duties of fiscal agent, subject to the limitations of an annual budget.
5. The Fiscal Agent will continuously review operational policies and make recommendations to streamline or improve administration of WIOA programs.
6. The Fiscal Agent will manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.
7. The Fiscal Agent will enter into written grant agreements or contracts only as needed and when clear goals and obligations are established and at the direction of the LWDB.
8. The Fiscal Agent will monitor the implementation of all grants and contracts and fulfill the requirement on local areas to conduct financial monitoring not less frequently than annually.
9. The Fiscal Agent will take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIOA rules or policies.
10. The Fiscal Agent will closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to the LWDA.

## **C. PROCEDURAL EXPECTATIONS**

1. The Fiscal Agent will manage a property control system that meets all Federal and State requirements and provides for a full accounting of all property and equipment purchased with WIOA funds.

#### **D. SERVICE EXPECTATIONS**

1. The decisions made by the Fiscal Agent will be transparent and based on the good of participants and the service delivery system within the local workforce innovation area as a whole.
2. The Fiscal Agent will assure continuity in customer services.

#### **E. REPORTING EXPECTATIONS**

1. The Fiscal Agent shall provide the following information monthly:
  - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to the LWDA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CLEO and LWDB may identify in conjunction with the execution of their responsibilities under this Agreement.
  - b. Reports and supporting documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CLEO and LWDB retain ultimate responsibility.
2. The Fiscal Agent shall meet with a representative of the local board on a regular basis to review reports and address questions or concerns. These meetings shall be held not less frequently than quarterly.

#### **F. SEPARATION OF DUTIES**

1. The Fiscal Agent will follow all separation of duties and conflict of interest requirements under WIOA.

#### **G. LIABILITY EXPECTATION**

1. The Fiscal Agent will be held accountable for all expenditures or costs that violate WIOA requirements. This includes disallowed costs resulting from Fiscal Agent's failure to apply or properly interpret WIOA requirements, negligence, Fiscal Agent's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds. All agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly interpret WIOA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds.

2. In the event costs are disallowed, the CLEO will seek reimbursement from the Fiscal Agent for all disallowed costs and expect the Fiscal Agent to repay these costs with non-Federal sources of funds. The Fiscal Agent may seek reimbursement from the service provider or other contractors for whom costs were disallowed. The Fiscal Agent shall assure that any such reimbursed costs will be paid from non-Federal sources of funds.

#### **H. OTHER EXPECTATIONS OF THE CLEO AND LWDB**

1. The CLEO and LWDB expects to work in partnership with the Fiscal Agent to safeguard WIOA funds and to assure that the funds available in the LWDA are used for the maximum benefit of citizens in the local area.

#### **BUY AMERICAN PROVISION**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. §49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

#### **CERTIFICATION REGARDING LOBBYING**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby Federal entities using Federal funds and will disclose lobbying activities as required by law and regulations.

#### **CONFIDENTIALITY**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from education records, such as but not limited to 20 CFR 603, 45 CFR 205.50, 20 USC 1232g, and 34CFR 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

#### **CONFLICT OF INTEREST**

#### **CODE OF CONDUCT**

The following standards shall apply for the members of the Board, committees, staff, recipients, sub-recipients, contractors, and partners:

1. Adherence to the conflict-of-interest policies.



2. Adherence to procurement procedures that serve to minimize the appearance of conflicts, in addition to eliminating actual conflicts. Members who represent the One Stop Operator, Partners or actual or potential Service Providers and who serve on committees that oversee the One Stop System or the allocation of resources that would potentially be allocated to their programs shall refrain from discussing or voting on any matter that would financially impact the programs they represent.
3. Any Member that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. To avoid potential conflicts as circumstances change, Members whose employers may wish to participate in a future procurement will refrain from involvement in specification development or procurement processes.
4. It is the policy of the Board to discourage ex parte communications with any Board Member or any other person serving as an evaluator during the Request for Proposal (RFP) process. A Board Member or evaluator will not solicit nor receive any oral consideration. Any written communication to a Board Member or evaluator from potential contractors will be distributed to all Board Members by the Executive Director or his or her designee. Potential contractors who attempt to improperly influence the process will receive adverse scores. Any and all written communications should be provided to staff to be distributed to Board Members. Any other communication should be rejected by Members.
5. It shall be the policy of the Board that individual Members cannot commit the Board; rather, only the action by the Board, or the authorized actions of the Board Executive Committee, can constitute Board commitments.

## **ETHICAL PRINCIPLES**

It is the Board's policy to be knowledgeable of, and comply with, all applicable federal and state laws and regulations in a manner that will reflect a high standard of ethics. Compliance does not comprise one's entire ethical responsibility; rather it is a minimum, and an essential condition for adherence to mission and duties.

It is the Board's policy that its representatives be knowledgeable of emerging issues and professional standards in the field and conduct themselves with professional competence, fairness, efficiency, and effectiveness.

## **CONFLICT OF INTEREST**

It is the policy and expectation of the Board that its members will fulfill the fiduciary duties applicable to their service. Due to the legal and statutory structures of the Board, it is expected that conflicts of interest will arise, and this policy is intended to provide a framework that will allow the work of the Board to be achieved without the fact of or appearance of impropriety.

The Board and all other agencies receiving direct financial assistance through WIOA shall avoid conflict of interest, real or apparent, by observing the following requirements:

1. Each grant recipient and subrecipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA contracts and sub grants.
2. No individual in a decision-making capacity shall engage in any activity if a conflict of interest (real, implied, apparent, or potential) is involved. This includes decisions involving the selection, award, or administration of a sub grant or contract supported by Workforce Innovation and Opportunity Act (WIOA) or any other federal funds.
3. A Board member or a member of a Board committee cannot cast a vote or participate in any decision-making about providing services by such member (or by any organization that member directly represents) or on any matter that would provide any direct financial benefit to the member or to the member's organization.
4. Before any public discussions regarding the release of a Request for Proposal (RFP), or any matter regarding the release of funding or the provision of services, a Board Member or a member of a Board Committee must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting must reflect the disclosure.
5. Board and Committee Members or a member of agents of the organizations making awards cannot solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to agreements.
6. Disciplinary actions may be taken up to and including termination of board membership for violation of this policy by any individual. The Executive Committee to the Board may evaluate any violations of these provisions on a case-by-case basis and recommend to the CEOs, if and what penalties, sanctions or other disciplinary action are appropriate.
7. Individuals shall not use for their personal gain, for the gain of others, or for other than officially designated purposes, any information obtained as a result of their committee, board or working relationships with the Board where that information is not available to the public at large or divulge such information in advance of the time decided by the Board for its release.
8. One Stop Operators must disclose any potential conflicts of interest arising from relationships with other service providers.
9. Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the

organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and this Policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by the Board.

10. Membership on the Board or being a recipient of WIOA funds to provide training or other services, is not itself a violation of conflict-of-interest provisions of WIOA or corresponding regulations.
11. Each Member shall sign a Conflict of Interest Attestation denoting that the Conflict of Interest Policies have been read, are understood, and that the Member pledges to conduct him/herself in accordance with such policies and procedures during their service to the Board.

### Disclosure

1. Any member that has, or believes he or she has, a conflict of interest must disclose such potential conflict in accordance with the procedures established by the Board in this policy and shall do so in writing on a prescribed form. The following are deemed conflicts of interest that create a duty of member to fully disclose such interest immediately:
  - a. If member has a significant personal financial interest in a proposed transaction involving the Board.
  - b. If member is employed, or is a Trustee, Director, Officer or Member of any individual, organization, or entity that shall have a direct or indirect financial interest in a proposed transaction involving the Board.
  - c. If a Member represents a third party either through personal, professional, or confidential relationship and such party shall have a financial interest in a proposed transaction involving the Board.
  - d. No Member shall participate in the selection, award or administration of a procurement supported by WIOA funds where, to the individual's knowledge, any of the following has a financial or substantial interest in any organization which may be considered for award:
    - i. the officer, employee, agent or Board Member;
    - ii. any Member of his or her immediate family;
    - iii. his or her partner, or;
    - iv. a person or organization which employs, or is about to employ, any of the above.
2. In accordance with 20 CFR 683.200(c)(5)(i) "...a State WDB member, Local WDB Member, or standing committee member must neither cast a vote on, nor participate in any decision-making capacity, on the provision of services by such member (or any

organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member or that Member's immediate family."

3. In the event that a Board Member has an interest, directly or indirectly, in a business entity that would have a direct financial effect due to any official action taken by the Board, the Member shall declare, before a vote or discussion on the matter, the nature and extent of the interest and shall not voluntarily discuss the proposed Board action. Any such member shall recuse him or herself from participation prior to the official vote. This limitation on discussion shall not prohibit the Member from providing factual information in response to direct questions concerning the matter from other Members. The disclosure shall be reflected in the minutes of the meeting.
4. If an award of funding is made with a Member violating the requirements of this policy, the Board is empowered to immediately suspend the obligation; the suspension is subject to review at the next regular or special meeting of the Board. The balance of the Board, excluding the Member(s) with potential conflict, will then determine what final corrective actions are necessary. Actions will be taken in accordance with this Conflict of Interest Policy, and could include removal of the Member, suspension of the obligation, termination of the obligation, or civil action to recover any monetary damages.
5. This policy is not meant to necessarily rule out transactions between the Board and other persons or entities where an interest or a relationship between the Member and such a person or entity exists. This policy does, however, require proper disclosure and documentation of such relationships so that all decisions regarding these possible transactions are made in the best interest of the Board. As stated in 20 CFR Section 683.200(c)(5)(ii) "Neither membership on the State WDB, the Local WDB, or an LWDB standing committee, nor the receipt of WIOA funds to provide training and related services, by itself, violates the conflict-of-interest provisions."
6. Nothing in this policy should be construed to prevent any Member's participation in WIOA programs. Board membership should not result in an employer receiving any more or any less consideration for trainees. What is important is to ensure that the officer, employee, agent, or Member does not approve his/her own training package, or contract for services, but that the system of approval allows for objective determinations.

### ***DISCLAIMER***

This policy is based on the Board's interpretation of the statute, along with the Workforce Innovation and Opportunity Act; Final Rule released by the U.S. Department of Labor and federal and state policies relating to WIOA implementation. This policy will be reviewed and updated based on any additional federal and state guidelines.

## CREDIT CARD POLICY

New 11/21/2022

The Northeast Iowa Workforce Development Board (NEIWDB) will have one credit card and will be used for the purposes of purchasing office supplies, expenses incurred for business travel, and online purchases, registrations, and membership dues and other related expenses required to conduct NEIWDB business.

1. The credit card has a credit limit of \$4,000.00 and will have the Executive Director as the name on the card.
2. The credit card will be issued through Central Iowa Juvenile Detention Center (CIJDC).
3. Authorized users include the Executive Director of the Northeast Iowa Workforce Board.
4. All charges will be at the discretion of the Executive Director or the Executive Committee.
5. The Executive Director is responsible for maintaining the credit card and tracking its balance. The Executive Director is responsible for reconciling the statement each month and submitting all supporting documentation required for payment including receipts.
6. The credit card is board property and when making a purchase it is making a financial commitment on behalf of the board. Expenses should meet all WIOA guidelines for approved expenditures.

## DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

## DISAGREEMENTS AND DISPUTE RESOLUTION

If a dispute arises, a complaint may be submitted in writing to the executive director to the board within 30 calendar days of the date of the event or condition that is alleged to be in violation of WIOA.

The parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking formal recourse.

## DRUG AND ALCOHOL-FREE WORKPLACE

All Parties of the local area will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute.

## FIREWALLS

The purpose of this Policy is to provide guidance in the Board's commitment to guard against problems arising from real, perceived, or potential conflicts of interest not only through sound conflict of interest policies, but also through the establishment of suitable firewalls in the event of such conflicts.

### A. Definitions

Conflict of Interest - A conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for, an organization. Financial or other interest can be established either through ownership or employment.

Firewall - An established policy or procedure that acts as a barrier or protection against an undesirable influence, outcome, or authority. Examples of firewalls include, but are not limited to, organizational arrangements that provide clear separation of duties and responsibilities, reporting hierarchy of managers and staff that provide clear separation between job duties and responsibilities, and conflict of interest/confidentiality/disclosure agreements.

### B. Firewall Guidelines

Conflict of Interest Policy: All members of the Board, its established committees and the individuals/organizations functioning as staff to the board shall sign a conflict of interest attestation acknowledging receipt, review, and acceptance of the policy. These members have a continual duty to recognize potential conflict of interest upon the occurrence of any situation that would give rise to a potential or actual conflict of interest.

Multiple Roles: When a single entity fulfills more than one of the following roles including, but not limited to, Fiscal Agent, Board Staff, OSO or direct service provider, such entity is required to adhere to the guidelines set forth in this Policy.

### C. Control Activities - 2 CFR 200.318(C)(1)

The organization maintains standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct provide that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The standards of conduct state that a conflict of interest would arise when the employee, officer, or agency, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or tangible personal benefit from a firm considered for a contract. Officers, employees, and agents of the non-federal entity may neither solicit

nor accept gratuities, favors, or anything of monetary value from contactors or parties to subcontracts. The standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

D. Fiscal Agent

Role: The role of the Fiscal Agent is limited to accounting and funds management functions such as receiving funds, ensuring sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act (WIOA) and the corresponding federal regulations and state policies. The Fiscal Agent is responsible for responding to audit financial findings, maintaining proper accounting records and adequate documentation, and preparing of financial reports. The Fiscal Agent must also, provide financial assistance to subrecipients regarding fiscal issues.

The Fiscal Agent shall ensure that an audit of the Board's financial statements and schedule of expenditures of federal awards is conducted by an independent third-party auditor on an annual basis. Such audit shall also include a review of the internal controls. The Fiscal Agent shall present the audit results to the CLEO and the Board annually.

E. Executive Director

Role: The role of the Executive Director is to oversee the operation and administration of the Northeast Iowa Local Workforce Development Board. The Executive Director is charged with assisting in carrying out the functions described in the local board required functions.

F. One-Stop Operator

Selection of OSO: The Board shall select its OSO through a competitive procurement process at least once every three (3) years (WIOA Sec. 121 [d][2][A]). As part of that process, the Board must clearly articulate the expected role(s) and responsibilities of the OSO. When selecting the OSO, the Board shall comply with the federal procurement standards outlined in the Uniform Guidance, as well as any state or local procurement policies.

Conflicts with Title I Service Providers: The OSO will report any concerns or issues relating to conflicts of interest with any Title I service provider directly to Board or the Board Executive Director.

Duties: The primary role of the OSO is coordinating service delivery among the partners in the one-stop system. One-Stop Operators must comply with Federal regulations, and procurement policies, relating to the calculation and use of profits. The OSO will coordinate the service delivery of required one-stop partners and service providers. The OSO has no staffing authority over the hiring, firing, termination, promotion, etc. of staff members.

The OSO reports to the Board's Executive Director.

G. Title I Service Providers

Selection of Title I Service Providers: Providers of Title I Adult, Dislocated Worker and Youth programs will be competitively procured in accordance with federal and state policies.

Conflicts with One-Stop Operators: Providers delivering Title I Adult/Dislocated Worker services and Title I Youth services will report any concerns or issues relating to conflicts of interest with the OSO directly to the Board or the Executive Director to the Board.

If the Title I Adult/Dislocated Worker program provider and/or the Title I Youth program provider is selected to serve as the OSO, firewalls must be in place to ensure the staff members providing Title I services are not performing OSO duties and vice versa.

The work and performance of the Title I service providers shall be monitored by the Board Executive Director in accordance with the Board's monitoring policy. Any issues related to the provision of services by a Title I service provider shall be handled by the Executive Director of the Board and a corrective action notice shall be issued. Should such issues not be resolved (or a plan for resolution be in place) within sixty (60) days of being identified, then the Executive Director will consult with the Board Chair and outstanding issues will be addressed by the Executive Committee of the Board.

Reporting: Title I Service Providers report to the Board's Executive Director.

G. Board and Committees

Role in Conflicts: The Board will be responsible for all conflicts of interest oversight and monitoring activities, including but not limited to, imposing separation of duties and/or functions among individuals and entities party to this policy and restriction of access to physical and electronic information. Members of the Board will be required to recuse themselves/abstain from any vote where a conflict of interest exists. In the event of a conflict of interest with staff, such person will not be involved in any selection process, meetings, or discussions. All conflicts will be shared with the CLEO and the Board Chair. In the event the conflict involves the CLEO, the Board Chair will communicate with the Executive Committee of the Board. In the event the conflict involves the Board Chair, the CLEO will communicate with the Board Vice Chair and other Executive Committee members. When a conflict involves staff, the CLEO, Board Chair, and/or staff member(s) not involved in the conflict will assume the duties and functions of the aforementioned staff.

The Established Conflict of Interest Standards State: Members must neither cast a vote on, nor participate in any decision-making capacity on the provision of services by such member or any organization which that member directly represents nor on any matter which would provide direct financial benefit to that member or that member's



immediate family. Please see the conflict of interest policy and 20 CFR 683.200(c)(5)(i) for more information.

Recusal from Vote/Quorum: The existence of a quorum is not affected by the recusal or abstention of a member if a quorum is initially present at the meeting. In situations where a member recuses himself/herself from a vote, any actions voted on after the departure of that member may still be passed as long as a majority of the initial quorum approves the action.

#### H. Individuals and Organizations Serving as Staff to the Board

Executive Director: The Executive Director is responsible for the day-to-day operations of the Board and is charged with all local board required functions. The Executive Director is also responsible for preparing all meeting notices, documentation, and correspondence for board members.

Fiscal Agent: The Agent is responsible for accounting and fund management functions and also provides regular financial reports to the Board. The fiscal agent does not have the authority to approve/deny funding and/or payments. The Fiscal Agent is hired by the Northeast Iowa Local Workforce Development Board and reports directly to the Executive Director of the Board.

## GRIEVANCE AND COMPLAINTS PROCEDURES POLICY

### ***Civil Rights***

No action may be taken in selecting customers, in assigning them to services, employment or training site, or in exiting them from WIOA or from a WIOA activity if such action is based on discrimination with regard to race, color, national origin, political affiliation, or belief, religion, sex, disability, or age or marital status.

### ***Additional Rights and Benefits***

- Each participant shall be assured of worker's compensation or of comparable insurance coverage, as appropriate.
- Each participant, before starting WIOA sponsored services, training, or employment, shall be informed of all rights and benefits to which the customer may be entitled in connection with such training or employment. This shall be provided in a program orientation session.
- Each participant will receive individualized counseling services and be an active partner in the development of an Individual Employment Plan (IEP) or Individualized Service Strategy (ISS), based on individual service strategies developed for the participant. The participant shall receive a copy of the IEP or ISS.
- Participants will not be permitted to work, be trained, or receive services under conditions, which are unsanitary or hazardous in any way to their health or safety.

- Each applicant/participant shall be informed of the complaint and hearing procedure applicable to the WIOA activity in which they are enrolled. The right to file a complaint about any aspect of WIOA is granted by law to all applicants and participants.

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## COMPLAINTS AND GRIEVANCES

These procedures are for individuals who have been denied access to WIOA Basic or Individualized Services. Service providers may provide customers with access to programs and services operated and administered by other organizations and agencies.

Applicants/clients/participants may file a complaint about any aspect of their WIOA participation. If an individual has a complaint or grievance about programs or services administered by other organizations and agencies, he/she may need to process the complaint or grievance in accordance with the rules and procedures in place for that entity. Except for complaints alleging fraud, criminal activity, discrimination or sexual harassment, complaints shall be made within one year of the alleged occurrence.

### A GRIEVANCE MAY BE FILED IF:

- The grievance is regarding the WIOA programs or if there has been a violation of the law concerning a WIOA program and the filer was affected by that violation.
- The individual seeking WIOA services was denied a program service or benefit for which he/she was eligible.

### TYPES OF COMPLAINTS NOT COVERED BY THESE PROCEDURES

1. WIOA is not an entitlement program. This means that even if an individual is eligible to receive services under these programs, the individual may be denied access to a specific service allowable under program rules. This is not considered a violation of the law and may occur, because:
  - a. There may not be sufficient funds to enroll an individual into a program or provide a service at the time of application or the time of need for the service.
  - b. Local Areas determine the types and mix of services to offer and may have decided not to offer a particular benefit or service. In such instance, there would be no grounds upon which to file a grievance. A copy of the applicable policy will be made available upon request.
  - c. Under WIOA there are eligibility requirements and prioritization criteria. Individuals who are seeking services but who do not meet the eligibility or prioritization criteria cannot be served with these funds.
  - d. Local Areas have the flexibility to impose requirements or to develop policies and procedures applicable to the programs and services. Requirements, policies, and procedures that have been adopted may restrict access to a program service or may limit the availability of a program service.

## COMPLAINT PROCEDURE

Complaints must be filed within 180 days from the start date of the event or condition that is alleged to be a violation of WIOA.

### *Informal Resolution*

Every attempt must be made to work things out informally before a grievance can be filed. Concerns must first be discussed with WIOA staff with whom the individual is currently working. If the matter is not resolved, a meeting with the **Title I Director** may be requested. This informal resolution process must be completed within 10 business days from the date the complaint was filed. If all parties are satisfied, the complaint will be considered resolved.

### *State and Federal Resolution*

If an individual believes to have been subjected to discrimination under WIOA Title I-financially assisted program or activity, a complaint may be filed within 180 days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose);

Iowa State WIOA EO Officer  
1000 East Grand Ave.,  
Des Moines, Iowa 50319-  
Ph. (515) 281-8149

Or

Director, Civil Rights Center (CRC)  
U.S. Department of Labor  
200 Constitution Avenue NW, Room N-4123  
Washington, DC 20210

If a complaint is filed with the recipient, the filer must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever comes sooner), before filing with the Civil Rights Center (see address above). If the recipient does not provide a written notice of Final Action within 90 days of the day on which the complaint was filed, the filer does not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, the CRC complaint must be filed within 30 days of the 90-day deadline (in other words, within 120 days after the day on which the complaint was filed with the recipient), If the recipient does provide a written Notice of Final Action on the complaint, but the filer is dissatisfied with the decision or resolution, a complaint may be filed with CRC. The CRC complaint must be filed within 30 days of the date on which the notice of final action was received.

### *What Information Should a Complaint Contain*

The complainant may also submit a written and signed complaint narrative, at any level, containing the information required under 29 CFR 38.73, which describes what a complaint must contain as follows:

1. The complainant's name and address (or another means of contacting the complainant);
2. The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination);
3. A description of the complainant's allegations. This description must include enough detail to allow the State WIOA EO Officer or the Director of the DOL CRC as applicable, to decide whether.
  - a. CRC or the recipient, as applicable, has jurisdiction over the complaint;
  - b. The complaint was filed in time; and
  - c. The complaint 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 29 CFR Part 38; and.
  - d. The complainant's signature or the signature of the complainant's authorized representative.

The complaint may be filed with the IowaWORKS EO Liaison to be forwarded to the State WIOA EO Officer for processing; at Iowa Workforce Development, 1000 East Grand Avenue, Des Moines, Iowa 50319-0209, Telephone 515-281-8149. Hearing Impaired dial 711. Or complainants may be filed with the U.S. Department of Labor, Director, Civil Rights Center, 200 Constitution Ave. NW, Room N-4123, Washington, DC 20210. Discrimination complaints must be submitted within 180 days. All discrimination complaints filed must be submitted within 180 days of the alleged violation. An extension of the 180-day filing period may be allowed by the CRC when the complainant demonstrates good cause. Filing a complaint at the state level shall be deemed to have occurred on the date that written notice is actually received by Iowa Workforce Development (IWD).

The State WIOA EO Officer shall accept and investigate only those discrimination complaints within IWD's jurisdiction alleging a violation of Section 188 of the WIOA or 29 CFR 38 by a respondent.

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## WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

### *EQUAL OPPORTUNITY IS THE LAW NOTICE*

It is against the law for this recipient of Federal financial assistance to discriminate on the following basis:

- Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or,
- Against any beneficiary of, applicant to, or participation in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the

individual's citizenship status or participation in any WIOA Title I financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

## LIMITED ENGLISH PROFICIENCY (LEP) PLAN

New 5/17/2023

### A. Overview

1. The Northeast Iowa Local Workforce Development Board and its providers will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and equal opportunity to participate in workforce development programs, activities, information, and other benefits regardless of their ability to speak, read, write, or understand English. The Northeast Iowa Local Workforce Development Board's plan will ensure meaningful communication with LEP individuals involving their workforce development needs and services. This plan provides for the communication of information contained in vital documents (e.g. program application, rights and responsibilities, etc.) All interpreters, translators, and other aid needed to comply with this plan shall be provided without cost to the person being served, and the individual will be informed of the availability of such assistance free of charge.
2. The Northeast Iowa Local Workforce Development Board will conduct a review of the language access needs of its customer populations and update and monitor the LEP Plan every year. The Local Workforce Development Board Equal Opportunity Officer will oversee the implementation of the LEP Plan.

### B. Purpose

1. The purpose of this plan is to establish and affirm the full commitment of the Northeast Iowa Local Workforce Development Board (NEIWDB) to ensure

customers, regardless of their national origin or language barriers, shall receive, free of charge, the language assistance necessary to afford them meaningful access to the programs, services, activities, and information of the One-Stop Centers 29 CFR 37.35. This plan provides the framework to ensure Limited English Proficiency (LEP) individuals will be provided meaningful and equitable access to all workforce development programs and services offered through the Northeast Iowa Local Workforce Development Area (NEIWDB) and each of the One-Stop Centers.

### **C. Application**

1. The Northeast Iowa Local Workforce Development Board will provide a variety of communication options to ensure that individuals with limited English proficiency (LEP) will be effectively informed about and/or able to participate in the workforce development programs, activities, services and information in the Northeast Iowa Local Area. This will entail the provision of competent and confidential language interpretation services and the provision of written materials translated into languages other than English, as needed.
2. In order to comply with the Code of Federal Regulations (CFR), specifically as it relates to Part 38.9 “Discrimination prohibited based on national origin, including limited English proficiency”, the NEIWDB has established this LEP Plan to ensure no individual is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination due to any of the following:
  - a. they (or their families or ancestors) are from a particular country or part of the world,
  - b. their ethnicity or accent (including physical, linguistic, and cultural characteristics), or
  - c. a perception that the individual is of a certain national origin.

### **D. Requirements**

1. LEP individuals are those individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.
2. Center staff must take reasonable steps to ensure meaningful access to each LEP individual served or encountered so that LEP individuals are effectively informed about and/or able to participate in the program or activity.
  - a. Reasonable steps to provide meaningful access to training programs may include, but are not limited to, providing:
    - i. Written training materials in appropriate non-English languages by written translation or by oral interpretation or summarization; and
    - ii. Oral training content in appropriate non-English languages through in-person interpretation or
    - iii. telephone interpretation.

3. For languages spoken by a significant number or portion of the population eligible to be served, or likely to be encountered, the One-Stop Center must have available translation of vital information in written materials into these languages and make the translations readily available in hard copy, upon request, or electronically such as on a website.
  - a. Vital information is defined as information whether written, oral or electronic, that is necessary for an individual to understand how to obtain any aid, benefit, service, and/or training; necessary for an individual to obtain any aid, benefit, service, and/or training; or required by law. 29 CFR 38.9 (g).
4. In order to full fill the requirements in this section, the NEIWDB has established the following local LEP Plan.

### **LEP Plan**

#### **A. Administration of Plan**

1. Disability Access Committee (DAC). The NEIWDB has a Disability Access Committee (DAC) to support efforts that ensure quality access for all individuals. The Disability Access Committee (DAC) will ensure that all staff are trained on all aspects of LEP individual Center access and support.
2. One Stop Operator (OSO). The NEIWDB has a One Stop Operator (OSO) whose responsibility is to coordinate service delivery in a way that supports compliance with this LEP individual plan.
3. Equal Opportunity (EO) Officer. The NEIWDB Equal Opportunity (EO) Officer monitors and evaluates compliance with equal opportunity laws, guidelines, and policies. As such, any complaints or areas of non-compliance found related to equal opportunity requirements and this policy/plan will be submitted to, reviewed, and addressed by either the local EO Officer, or, in their absence, the designated state EO Officer.

#### **B. Interpreter Limitations**

1. LEP individuals are not required to provide their own interpreter and there should be no expectation on the part of the service provider(s) at the Center that the LEP individual will provide their own interpreter, this includes the LEP individual's minor child or adult family or friend(s).
  - a. An LEP individual's minor child or adult family or friend(s) may interpret or facilitate communication in emergency situations while awaiting a qualified interpreter; or
  - b. An accompanying adult (but not minor child) may interpret or facilitate communication when:
    - i. the information conveyed is of minimal importance to the services,

- ii. the LEP individual specifically requests that the accompanying adult provide language assistance,
    - iii. the accompanying adult agrees to provide assistance, and
    - iv. reliance on that adult for such assistance is appropriate under the circumstances.
2. When the accompanying adult is permitted to provide such assistance, Center staff must make and retain a record of the LEP individual's decision to use their own interpreter.
3. Local Procedure:
  - a. Center staff will provide adequate notice to LEP individuals of the existence of interpretation and translation services and that these language assistance services are available free of charge.
  - b. A language identification flashcard is located at each Center reception area for LEP customers to identify their language. For LEP individuals, the Center will offer assistance through the State contracted services of Language Link. Local staff have access to the service via a toll-free number.

### **C. Access to Vital Information**

1. Center staff must include a “Babel notice,” indicating in appropriate languages that language assistance is available in all communications of vital information.
2. Examples of documents containing vital information include, but are not limited to:
  - a. applications;
  - b. consent and complaint forms;
  - c. notices of rights and responsibilities;
  - d. notices advising LEP individuals of their rights under this part, including the availability of free language assistance;
  - e. rulebooks;
  - f. written tests that do not assess English language competency, but rather assess competency for a particular license, job, or skill, for which English proficiency is not required;
  - g. and letters or notices that require from the beneficiary or applicant, participant, or employee.

### **D. Referrals**

1. Center staff are encouraged to make referrals to Adult Education and Literacy programs for customers wishing to advance their English proficiency.

### **E. Inclusion Efforts**

1. In an effort to broaden the composition pool of individuals considered for participation in programs and activities and to ensure the Northeast Iowa Local



Workforce Development Area provides outreach to all populations and identified target populations, the NEIWDB utilizes its local demographic information.

2. The demographic information (race, ethnicity, gender, age, and English-proficiency) is compared to data that represents demographic information for the individuals we are serving.
3. This locally specific information is used for planning efforts and to develop services in accordance with specific local population growth.
4. The data is analyzed periodically to ensure the local area is serving the populations it represents by the core partner leadership team.

## **F. Outreach**

1. The local Equal Opportunity Officer or designee will develop outreach plans based on multiple resources including, but not limited to, feedback from Center staff, comments and concerns from customers/participants, and results of the Equal Opportunity Officer's data analysis.
2. The Center's core partner leadership team is responsible for implementing the outreach plan within their centers. The local Equal Opportunity Officer will assist and follow up with each Center to ensure the outreach plan is being followed.

## **G. Annual Evaluation**

The local Equal Opportunity Officer or designee, in partnership with the One-Stop Operator and appropriate Core and Required Partners will conduct a review of the LEP Plan implementation, including the language access needs of our customer populations. A review of procedures to ensure compliance with this plan and identify any areas where policies, processes, and procedures can be improved as it relates to providing LEP individuals meaningful and equitable access to programs and services. The Northeast Iowa Local Workforce Development Board will assess the efficacy of the plan, including, but not limited to, the resources and equipment used for the delivery of language assistance, complaints filed by LEP persons, etc. The Northeast Iowa Local Workforce Development Board will update and monitor the implementation of this plan, as necessary.

## **LOCAL MONITORING AND OVERSIGHT POLICY**

### **Purpose:**

The purpose of this policy is to provide guidance and establish the Northeast Iowa Workforce Development Board's (NEIWDB) standards regarding local oversight and monitoring of Workforce Innovation and Opportunity Act (WIOA) Title I programs, including Adult, Dislocated Worker and Youth. With guidance in accordance with Iowa Workforce Development ePolicy, this policy is intended to ensure that NEIWDB and its designated Fiscal Agent, One-Stop Operator and WIOA Title I Service Provider operate programs and provide integrated service delivery

efficiently and effectively in compliance with all applicable laws, regulations, uniform administrative requirements, and State and locally established policies.

### **Oversight Process:**

The roles and functions of the LWDB, Board staff, and fiscal agents in their oversight and monitoring processes. Monitoring and oversight will be conducted to measure compliance with WIOA regulations and policies. Monitoring will include a comprehensive examination of compliance issues cited in prior reviews and the determination of corrective measures taken to address and resolve those issues.

The Northeast Iowa Local Workforce Development Board and the Chief Elected Officials (CEOs) are responsible, in partnership, for oversight of all programs as the designated grantee. A monitoring report will be submitted annually to the Northeast Iowa Local Workforce Development Board and CEOs for review and possible actions. All problems must be resolved by prompt and appropriate corrective action (20 CFR 683.420(a)).

The entity, and the title of the individual, who shall be responsible for monitoring each program activity. The Northeast Iowa Local Workforce Development Board Executive Director and/or board support members will coordinate and/or execute monitoring of the contracted service providers, the one-stop operator and United States Department of Labor funded programs in the local area.

Through the LWDB staff, the board will conduct on-site reviews of policies, plans, and procedures governing all segments of program activities and operations at least once during the program year. Monitoring activities will analyze compliance with federal, state, and local administrative and financial requirements, policies, and procedures, and measure the performance goals for level of achievement. Monitoring activities may be conducted by independent entities to avoid any potential conflict of interest

### **Responsible Representatives**

- The board executive director and board staff will perform the programmatic monitoring of the subrecipients, or designee, along with oversight of the fiscal agent.
- The fiscal agent staff will be responsible for the oversight and monitoring of the service provider fiscal operations.

Oversight may include, but is not limited to:

- Administration and Governance
- Workforce Development Program Delivery
- Fiscal Management
- Performance and Reporting Management
- Additional review areas, as applicable

Reports will be provided to the members of the NEIWDB and to the entity monitored.

A random sample of at least 10% of participant files will be reviewed to determine compliance with required federal, state, and local laws, policies, plans and procedures.

Full file and/or desktop reviews and monitoring documents will be utilized throughout the program year to allow reviewers and contractors flexibility in methodology to ensure a continuous improvement process can be maintained while providing technical assistance and training in a timely manner. Monitoring shall be conducted at least once during the program year.

A pre-award financial review or on-site post-award monitoring of contract service providers shall be conducted no later than 120 calendar days after the award of the contract. Pre-award financial reviews and on-site post-award monitoring of contract service providers shall be conducted according to state policy.

A variety of monitoring methods will be utilized. These may include questionnaires and/or interviews with customers, employers, One-Stop Operator, and Job Center staff. Monitoring reviews may include on-site visits to subsidized employer worksites as required, desktop reviews, as well as hard copy file reviews of participant and employer records. This will include comprehensive examination of compliance issues cited in prior federal, state, and local reviews.

Written monitoring reports shall be provided to the contractor after the completion of the review. As required by WIOA, when problems are identified, prompt and appropriate corrective action will be taken. A corrective action plan will be put in place and monitored by the board and/or board support on a regular basis to ensure that no further technical assistance is required.

### **Oversight Methods:**

NEIWDB may utilize any of the following methods of monitoring oversight:

- Random sampling
- Risk assessment
- Desk review
- On-site visit
- Questionnaires and interviews of customers, employers, One-Stop Operators
- Customer satisfaction survey
- Other necessary methods, as applicable

The NEIWDB will submit the annual approved monitoring report and resolutions to IWD for review at the time of issuance. NEIWDB will electronically submit new or updated documents and monitoring reports and resolutions to: [wioagovernance@iwd.iowa.gov](mailto:wioagovernance@iwd.iowa.gov).

All contracts shall be monitored by the **NEIWDB Executive Director** and Board staff and/or fiscal agent for each program, at least annually for all WIOA related grants.

The LWDB monitoring schedule and sample size will be in accordance with federal and state policies. Contractors will be notified of the intended dates and scheduled monitoring at least two weeks prior whenever possible.

The LWDB reserves the right to conduct unscheduled monitoring in conjunction with or in response to investigations of misfeasance and/or malfeasance or previous monitoring findings.

**Financial Monitoring:**

The entity selected by the Northeast Iowa Chief Elected Officials (CEOs) to serve as the fiscal agent for the Northeast Iowa Local Workforce Development Board is responsible for the following functions:

- Receive funds.
- Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act and the corresponding Federal Regulations and State policies.
- Respond to audit financial findings.
- Maintain proper accounting records and adequate documentation.
- Prepare financial reports.
- Provide technical assistance to subrecipients regarding fiscal issues.
- Provide an annual audit report to the LWDB and CEOs.
- Provide documentation to the LWDB, CEOs and executive director to the board as requested.

It shall be the responsibility of the Fiscal Agent to conduct an annual financial monitoring of the NEIWDB contracted WIOA Title I Service Provider and One-Stop Operator. The Fiscal Agent will conduct oversight activities of financial systems, cost limitations and expenditures to ensure that grant funds and other assets are adequately safeguarded, and fund use is in compliance with OMB Circulars, Federal regulations, state and local policy requirements. Such fiscal oversight activities used to determine contract service provider compliance include, but are not limited to the monitoring, evaluation, and auditing of one or more of the following:

General requirement examples:

- a) Administrative procedures
- b) Procurement
- c) Program income and reporting
- d) Property accountability and safeguarding Record retention

Fiscal Controls and Accounting examples:

- a) Audits
- b) Cash disbursement compliance and documentation

- c) Cash management practices
- d) Closeout
- e) Cost allocation plans and processes
- f) Disallowed costs
- g) Financial management systems
- h) Internal controls
- i) Generally Accepted Accounting Principles (GAAP) adherence
- j) Payroll administration
- k) Planning and budget methodologies
- l) Reporting

Oversight examples:

- a) Insurance coverage and risk exposure
- b) Oversight functions
- c) Policies

The Fiscal agent will develop its monitoring process including any tools, scheduling, and resolution processes. The Fiscal Agent will submit a report of fiscal monitoring to the Board including any funds recovered due to disallowed costs. When disallowed costs are found, the service provider is responsible for reimbursing the fiscal agent 100% of costs associated with the participant (service provider staff time not included). During the annual review, the Fiscal Agent will also monitor Service Provider's adherence to their contract. The Fiscal Agent will conduct a 120-day review of new Service Providers, or any Service Provider identified that may have a high risk of potential deficiencies.

The highest-ranking individual of the entity performing the monitoring activities will be responsible for ensuring corrective actions are taken when problems or issues are found. Corrective actions will be resolved within 20 business days, or a date agreed upon by the parties involved. Subsequent monitoring may be conducted, at the direction of the board, as needed to determine if a corrective action has been completed.

**Process for Addressing Monitoring Disagreements:**

Should the sub-recipient disagree with any findings from the monitors, the sub-recipient has the right to submit a formal request in writing for a review to the LWDB executive director, along with justification and documentation in support of their request. The executive director will provide a written response within 10 business days of the date the request was submitted. If a satisfactory decision cannot be agreed upon, the sub-recipient has the right to file a grievance with the Executive Committee. The Executive Committee will perform a review of all documentation and ask any clarifying questions and provide the LWDB's final decision on the issue within 20 business days of the sub-recipient's formal request.

## NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties of the local area certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties of the LWDA will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38. The Parties agree to fully comply with the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order 15 (1973), as amended by Iowa Executive Order 1934 (1988).

## PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY

New 10/27/2022

This policy applies to and provides guidance for Northeast Workforce Development Board (NEIWDB) staff, contractor staff, grantees, sub-grantees, partner staff, and staff of any co-located partner in the workforce centers (collectively “Parties”) involved in the handling and protecting of Personally Identifiable Information (“PII”) as a result of WIOA activities in the Northeast Iowa Local Workforce Development Area, including wage and education records, will protect PII in accordance with the law. FERPA (as amended), WIOA, and applicable Departmental regulations will be followed. As well as any governing guidelines including federal law, OMB guidance, United States Department of Labor, Employment and Training Administration policies (see Training and Employment Guidance Letter No. 39-11), as well as any relevant state and local requirements.

As part of its workforce development activities, Parties may have in their possession PII relating to their organization and staff, sub grantee and partner organizations and staff and individual program participants.

This information is generally found in personnel files, participant data sets, performance reports, program evaluations, grant and contract files and other sources. Federal law, OMB guidance, federal, state, and local policies require that PII and other sensitive information be protected. To ensure compliance with these policies/regulations, PII and sensitive data developed, obtained, or otherwise associated with federal and state funding must be secured and protected at all times.

Per the NEIWDB MOU the following apply:

1. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
2. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR 603.
3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
4. Customer data may be shared with other programs, for those programs' purposes, within the Iowa**WORKS** Center network only after written consent of the individual has been obtained, where required.
5. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
6. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended. 29 CFR 794(d).

***Training and Policies:***

Parties' management shall ensure that all of their staff are trained in the use of PII upon hire and at least annually thereafter, including any training necessary to access the Iowa**WORKS** database system.

Each local program representative will sign an acknowledgement form that their staff have been provided training on confidentiality internally through their respective organization. Parties should have standard operating procedures in place to address the protection of PII.

***Parties' Awareness and Acknowledgement***

1. All Parties with access to PII must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards within the Federal and state laws.
2. All Parties who have access to PII are required to annually sign a PII Policy Acknowledgment Form (attached) acknowledging the confidential nature of the data and their responsibility to comply with safe and secure management of the data according to this policy and applicable law.
3. These forms shall be kept on file with the respective Parties' personnel files and shall be available for monitoring review at the request of the NEIWDB.

***Collection of PII***

1. Before collecting PII or sensitive information from participants, parties shall ensure participants sign releases acknowledging the use of PII for program services only.
2. Whenever possible, parties shall use unique identifiers for participant tracking instead of SSNs.
3. While SSNs may initially be required for performance tracking purposes, a unique identifier could be linked to each individual record.
4. Once the SSN is entered for performance tracking, the unique identifier should be used in place of the SSN for tracking purposes.
5. If SSNs must be used for tracking purposes, they must be stored or displayed in a way that is not attributable to a particular individual, such as using a truncated SSN.

### ***Ensure Privacy and Restriction of Use***

1. All Parties must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure and must ensure that PII used during the performance of their duties has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.
2. Access to any PII shall be restricted to only those Parties who require it in their official capacity to perform duties in connection with the scope of their services.

### ***Physical and Remote Access***

1. All Parties shall ensure that all PII data obtained through their program services is stored in an area that is physically safe from access by unauthorized persons at all times and is managed with appropriate information technology (IT) services and designated locations.
2. Parties shall store paper documents containing PII in locked cabinets when not in use. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal, or any other means.
3. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
4. To ensure that PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via email or stored on CDs, DVDs, thumb drives, etc., must be encrypted.
5. If special procedures are required to handle PII during the provision of mobile rapid response services, the one-stop operator shall develop and implement procedures to ensure compliance with this policy. The procedure will be reviewed as needed by the one stop operator and LWDB staff.
6. Parties shall never leave records containing PII open and unattended.



### *Use of Personal Mobile Devices*

1. No employee may access Iowa Workforce Development (IWD) email through a personal mobile device without the approval from IWD and/or the **NEIWDB Executive Director**.
2. If such approval to access the network and/or company email through a personal device is granted, the employee agrees to the following:
  - a. All personal mobile devices must be password protected at all times.
  - b. In order to protect PII, NEIWDB/IWD retains the right to delete data and/or applications from any device that contains company information.
  - c. Personal mobile devices will require the installation of various applications, as determined by IWD based on the mobile device.
3. Please note that in certain situations a device may be completely wiped in order to ensure that NEIWDB/IWD can protect its interests.
  - a. If given sufficient notice, NEIWDB/IWD can work with the Parties to avoid such action.
  - b. If a Party's device has been compromised, lost, or stolen, such person shall reach out immediately to NEIWDB/IWD.

### *Retention and Destruction*

All PII data must be retained to satisfy all required record retention requirements. Thereafter, all PII data must be destroyed using appropriate methods for destroying sensitive PII in paper files (i.e., shredding) and securely deleting sensitive electronic PII.

### *Reporting*

Parties shall immediately report any breach or suspected breach of PII to the NEIWDB/IWD (in the case of electronic data) or to such Party's supervisor (in all other cases).

### *Related Information*

**TEGL 39-11**

## PII Policy Acknowledgment Form

I have reviewed and acknowledge understanding of the NEIWDB Personally Identifiable Information Policy and agree that all necessary steps will be taken to ensure the privacy and confidential nature of all personally identifiable information (PII) to protect the PII from unauthorized disclosure.

I further agree that all personally identifiable information will be stored in an area that is physically safe from access by unauthorized persons and will be managed with appropriate information technology (IT) services at all times.

All collection and use of any information, systems or records that contain personally identifiable information (PII) will be limited to purposes that support the programs and activities conducted with WIOA funding through the One Stop system in the Northeast Iowa Local Workforce Development Area.

Access to software systems and files under my control containing PII will be limited to use in my responsibilities as an authorized staff person within the system. This includes the safeguarding of computer passwords and access to any/all computer information systems. I will not share my Iowa**WORKS** ID with or allow anyone to use my Iowa**WORKS** access. (Doing so will cause me to forfeit my access). I agree to abide by regulations that govern the access, use and disposal of PII in accordance with WIOA and the NEIWDB.

<b>Printed Name:</b>

<b>Signature:</b>

<b>Agency:</b>

<b>Date:</b>

## POLICY REVISION PROCESS

New 05/17/2023

### A. Overview

In partnership with the CEOs, it is the responsibility of the Northeast Iowa Local Workforce Development Board (NEIWDB) to set policy for the local workforce system consistent with state policies. As such, it is the responsibility of NEIWDB staff to facilitate the process of policy development in a way that is transparent, compliant with by-laws, inclusive of stakeholders and ensures, to the degree practicable, effective, and efficient oversight of local workforce system activities.

### B. Proposing Revisions

1. A policy revision proposal must:
  - a. Be documented and submitted to NEIWDB staff using the Policy Revision Request Form.
  - b. Must include appropriate data to substantiate the need for the policy change.
2. NEIWDB staff will ensure the Policy Revision Request Form is complete and will coordinate with the appropriate NEIWDB committee so policy revision requests can be added to agenda, reviewed, discussed, and approved for submission to the local board.
3. Consultation from CEOs may be required if a revision impacts board operations.
4. If the appropriate NEIWDB approves revision, it must be submitted for review and approval by either the NEIWDB or Executive Committee (to be determined by whichever body is scheduled to meet next).
5. If there is a suggested “new” policy the Policy Revision Request Form still needs to be completed with appropriate data submitted for the need for the policy addition needs to be attached.

### C. Review and Approval

1. **If Significant Changes Needed.** If the NEIWDB or Executive Committee requests significant changes, or changes that fundamentally alter the purpose or goal of the original policy revision, the request for change as well as justification must be documented and returned to the committee from which the revision request originated to be reviewed, edited, and resubmitted.
2. **No Significant Changes Needed.** After either the NEIWDB or Executive Committee approves of revision, the final approved language will be:
  - a. Finalized within a revised version of the policy using Policy Format Template.

- b. Added to the Northeast Iowa Local Policies and Procedures document.
- c. Filed in the internal NEIWDB staff policies folder.
- d. Published on the external NEIWDB website.

#### **D. Implementation**

1. Communication
  - a. Memos, training, QA sessions may be developed and implemented, arranged, and administered by committee members and/or board staff to increase stakeholder awareness and understanding of policy revision requirements.
2. Execution
  - a. The committee must establish a reasonable implementation timeline for policy revision(s), especially those that cause changes to established processes, procedures, forms and/or other practices that impact program administration and providing service(s).

#### **E. Evaluation**

- a. The NEIWDB staff will facilitate policy review every two years. The effective, approved and, the last amended date will be included on each policy in the Northeast Iowa Local Policies and Procedures document.
- b. If state and/or federal policy changes alter local policies those will be reviewed and evaluated to adjust to those modifications.

#### **F. Attachments**

- a. **Policy Revision Request Form**

## Policy Revision Request Form

(Complete and submit to Northeast Iowa Local Workforce Development Board Staff Member)

### Policy Revision Originator Details

Date Submitted:	
Originator Name:	
Email:	
Phone Number:	

### Policy Revision Details

Policy Name:	
Policy Type: (Check one)	<input type="checkbox"/> New <input type="checkbox"/> Revision <input type="checkbox"/> Deletion
Statement: (insert a brief statement on why this policy needs revised)	
Suggested Changes:	
Note: If this is a revision, attach a copy of the current policy as well as a tracked changes version to this document.	

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ADULT PRIORITY OF SERVICE

**Background:**

WIOA establishes a priority requirement with respect to funds allocated to a local area for adult individualized career services and employment and training activities; there is no priority applied for receipt of basic career services. Funds must give priority to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient, and individuals with barriers to employment. Priority must be implemented regardless of the amount of funds available to provide services in the local area.

**Definition:**

1. **Priority of Service:** Defined as the right of eligible covered persons to take precedence over eligible non-covered persons in obtaining DOL-funded services. It is important to understand that priority of service does not change the intended function of a program or service. Covered persons must meet all statutory eligibility and program requirements for participation in order to receive priority for a program or service.

AJC staff must prioritize services to these populations at all times, regardless of the amount of funds available to provide services in the local area.

- a) These priorities are in addition to the requirements in the WIOA regulations at 20 CFR 680.650 that veteran and their eligible spouses receive priority of service for all Department of Labor (DOL)-funded job training programs, including the WIOA Adult program.
- b) A veteran must meet each program’s eligibility criteria to receive services under the respective employment and training program.

Adult Title I clients receive priority of service based upon need. Priority should be given to recipients of public assistance, other low-income individuals and individuals who are basic skills deficient. Services are to be provided to those who can benefit from and who are most in need of such opportunities. The Northeast Iowa LWDA gives priority to individuals who fit one of the three priority populations below. Additional priority groups are listed below who may be enrolled by approval from the **Executive Committee**. Acceptable documentation for verifying priority of service is provided in **Attachment A**.

- 1. Recipient public assistance:
  - a. Temporary Assistance to Needy Families (TANF)
  - b. General Assistance (GA)
  - c. Refugee Cash Assistance (RCA)
  - d. Supplemental Nutrition Assistance Program (SNAP)

- e. Other income based public assistance
2. Low-income individuals
- a. Receives or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance To Needy Families (TANF), Supplemental Security Income (SSI) under Title XVI of the Social Security Act, or state or local income-based public assistance program
  - b. Receives an income or is a member of a family receiving an income that in relation to family size, is not in excess of the current U.S. DOL 70 Percent Lower Living Standard Income Level Guidelines and U.S. Department of Health and Human Services Poverty Guidelines or
  - c. Is a homeless individual, or
  - d. Is an individual with a disability whose own income meets the income requirements above, but who is a member of a family whose income does not meet this requirement.
3. Individuals who are basic skills deficient. The term “basic skills deficient” is defined to mean a youth or adult who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual’s family or in society.
- a. Lacks a high school diploma or equivalency and is not enrolled in secondary education; or
  - b. Is enrolled in Title II adult education (including enrolled for English Language Acquisition); or
  - c. Has poor English-language skills and would be appropriate for ESL, even if the individual isn’t enrolled at the time of WIOA participation; or
  - d. The career planner makes observations of deficient functioning, and, as justification, records those observations in the data management system; or
  - e. Scores below 9.0 grade level (8.9 or below) on the Test of Adult Basic Education (TABE); Comprehensive Adult Student Assessment Systems (CASAS) or other allowable assessments as per National Reporting System (NRS) developed by the U. S. Department of Education’s Division of Adult Education and Literacy; or
  - f. Individual does not earn the National Career Readiness Certificate (NCRC) (e.g. one or more of the scores are below a Level 3 on the Workplace Documents, Applied Math, or Graphic Literacy assessments)
4. Additional Priority Groups
- Individuals (non-covered persons) who do not meet the above priorities may be enrolled on a case-by-case basis with approval from the **Executive Committee**. The WIOA eligible adult must meet one or more of the following categories of an individual with a barrier to employment:
- a. Individuals with disabilities, including youth who are individuals with disabilities
  - b. Older individuals (age 55 or older)
  - c. Ex-Offenders
  - d. Eligible migrant and seasonal farm workers

- e. Single parents (including single pregnant women)
- f. Individuals who are:
  - English language learners
  - Have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual's family, or in society)
- g. Underemployed individuals. Underemployed individuals may include:
  - Not employed in a career of choice, or a low skilled position;
  - Individuals employed less than full-time who are seeking full-time employment;
  - Individuals who are employed in a position that is inadequate with respect to their skills and training;
  - Individuals who are employed who meet the definition of low-income individual in WIOA sec. 3(36); and
  - Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment. Must be at 80% or below previous earnings.

Individuals who are underemployed and meet the definition of a low-income individual may receive career and training services under the Adult program on a priority basis. Individuals who meet the definition of an individual with a barrier to employment (see WIOA sec. 3(24)) who are underemployed may also be served in the Adult program. Individuals who were determined eligible for the Dislocated Worker program who are determined by policy to be underemployed, may still be considered eligible for career and training services under this program.

The above list is used only for applying priority for the individual to receive individualized career services and training services. Certain individualized career services or training services may require pre-and post-test scores to measure skills gain for the specific activity; in this case the determination is made by administering an acceptable skills assessment or by using scores from any partner's previous assessment.

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. §4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance.

A WIOA Adult Fourth Priority of Service Enrollment Request Form must be submitted for those participants that fall under the Adult Fourth Priority of Service. Approvals will be granted by the Executive Committee on a case-by-case basis. The Enrollment Authorization Request form must be submitted by the Monday prior to the next scheduled Executive Committee meeting to be considered. **(Attachment B)**

**Attachment A**



Adult Priority of Service Criteria Acceptable Documentation

Priority of Service Criteria	Acceptable Documentation
Recipient of Public Assistance	<ul style="list-style-type: none"> <li>• TANF eligibility verification</li> <li>• TANF period of benefit receipt verification</li> <li>• Copy of authorization to receive cash public assistance</li> <li>• Copy of public assistance check</li> <li>• Medical card showing cash grant status</li> <li>• Public assistance eligibility verification</li> <li>• Refugee assistance records</li> </ul>
Low-Income	<ul style="list-style-type: none"> <li>• Award letter from veteran's administration</li> <li>• Public assistance records</li> <li>• Pay stubs</li> <li>• Bank statements</li> <li>• Housing authority verification</li> <li>• Social security benefits</li> </ul>
Basic Skills Deficient	<ul style="list-style-type: none"> <li>• Case notes (explain how defined as basic skills deficient)</li> <li>• Assessment test results (CASAS)</li> <li>• Applicable records from Education Institution (transcripts, academic assessments, or other school documentation)</li> </ul>

Additional Priority Service Groups	Acceptable Documentation
Individuals with disabilities, including youth who are individuals with disabilities	<ul style="list-style-type: none"> <li>• Self-Attestation</li> <li>• School 504 records provided by student</li> <li>• Assessment of test results</li> </ul>
Older individuals (age 55 or older)	<ul style="list-style-type: none"> <li>• Valid driver's license or State ID</li> <li>• Birth Certificate</li> <li>• Passport</li> </ul>
Ex-Offenders	<ul style="list-style-type: none"> <li>• Court documents</li> <li>• Letter of parole</li> <li>• Letter from a probation officer</li> </ul>

	<ul style="list-style-type: none"> <li>• Police records</li> <li>• Document from juvenile/criminal justice</li> <li>• Halfway house resident</li> </ul>
Eligible migrant and seasonal farm workers	<ul style="list-style-type: none"> <li>• Self-Attestation</li> <li>• Cross-match with public assistance records</li> <li>• Case notes</li> <li>• Cross-match with State MIS Database</li> <li>• Cross-match with H-1B records</li> </ul>
Single parents (including single pregnant women)	<ul style="list-style-type: none"> <li>• TANF Single parent eligibility verification</li> <li>• WIC eligibility verification</li> <li>• Case notes (must have verified status with appropriate entity)</li> <li>• Self-Attestation</li> <li>• Needs Assessment</li> <li>• Signed intake application or enrollment form</li> <li>• Medical records</li> </ul>
<p>Individuals who are:</p> <ul style="list-style-type: none"> <li>• English language learners</li> <li>• Have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual's family, or in society)</li> </ul>	<ul style="list-style-type: none"> <li>• Case notes</li> <li>• Assessment test results</li> <li>• Applicable records from Education institution (transcripts, academic assessments, or other school documentation)</li> <li>• Self-Attestation</li> <li>• Signed intake application or enrollment form</li> </ul>
Underemployed individuals	<ul style="list-style-type: none"> <li>• Unemployment insurance records</li> <li>• Layoff letter/WARN Notice</li> <li>• Employer Statement</li> <li>• Documentation RES/RESEA</li> <li>• Pay stubs showing insufficient earnings to date</li> <li>• Unemployment denial letter</li> <li>• Employer records</li> <li>• W-2 and/or tax returns</li> <li>• Termination notice</li> </ul>

Attachment B

**Northeast Iowa Workforce Development Board  
WIOA Adult Fourth Priority of Service  
Enrollment Authorization Request**

**Fourth Priority of Service** is a category of enrollment for WIOA eligible adults who do not meet the WIOA Adult Priority of Services categories one, two or three. Fourth Priority of Service Adults will be served on a case-by-case basis and upon approval by the NEIWDB Executive Committee for individuals whose barriers selected below present a barrier to obtaining employment that leads to self-sufficiency. There is no priority applied for receipt of basic career services and those should always be offered and available.

Enrollment Authorization Request form must be submitted by the Monday prior to the next scheduled Executive Committee meeting. The Executive Committee meets the first Monday of the month. Any requests submitted after the deadline will be considered for the next Executive Committee meeting.

<b>Applicant Name:</b>	<b>Career Planner:</b>

	Individuals with disabilities, including youth who are individuals with disabilities
	Older individuals (age 55 or older)
	Ex-Offenders
	Eligible migrant and seasonal farm workers
	Single parents (including single pregnant women)
	Individuals who are:
	English language learners
	Have low levels of literacy (an individual is unable to compute or solve programs, or read, write or speak English at a level necessary to function on the job, or in the individual’s family or in society)
	Underemployed individuals. Underemployed individual may include:
	Not employed in a career of choice, or a low skilled position

	Individuals employed less than full-time who are seeking full-time employment
	Individuals who are employed who meet the definition of low-income individual in WIOA sec. 3(36); and
	Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment. Must be at 80% or below previous earnings.

Applicant Details:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Eligible Priority 1, 2 or 3?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are they Eligible for Dislocated Worker?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are they Eligible for Youth?

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## VETERANS PRIORITY OF SERVICE

Veterans and eligible spouses continue to receive priority of service for all DOL-funded job training programs, which include WIOA Title I programs. A veteran must meet each program's eligibility criteria to receive services under the respective employment and training program.

Priority of Service is the right of an eligible "Covered Person" to be given priority of service over an eligible non-covered person for the receipt of employment, training and placement services, notwithstanding other provisions of the law.

To determine eligibility for veterans and spouses:

- First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA Adult formula funding. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive priority for services with WIOA Adult formula funds for individualized career services and training services. (NOTE: Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority.)
- Second, to non-covered persons (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
- Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
- Fourth, priority populations established by the Governor and/or Local WDB.

## PROCUREMENT POLICIES AND PROCEDURES

The Northeast Iowa Workforce Development Board (NEIWDB) will use a competitive process for the selection of service providers and the one-stop operator. This process is designed to support continuous improvement through the evaluation of performance and re-competition of service providers and one-stop operators will be conducted, at a minimum, every four years.

Competition is intended to promote the efficiency and effectiveness of the service providers and one-stop operator by providing a mechanism for the NEIWDB to regularly examine performance and costs against original expectations.

In the procurement of the One-Stop Operator and Service Providers, the NEIWDB will use the following methods through a competitive process:

- Sealed Bids, (formal advertising), such as an invitation for bids (IFB)
- Competitive Proposals, such as a request for proposals (RFP)

Sole source can only be pursued after a minimum of two attempts to competitively procure, including one attempt that combines the procurement of the one-stop operator with the selection of the Adult and Dislocated Worker service provider.

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## SOLE SOURCE

### One-Stop Operator and Service Provider:

The NEIWDB may select a one-stop operator and/or Service Provider through sole source selection only under the criteria outlined in WIOA. The NEIWDB must follow its local sole source policies and procedures, the Uniform Guidance, and State policy. If the NEIWDB uses the sole source selection process, written documentation describing the entire process of making such a selection will be prepared and maintained.

Sole source procurement can only be utilized when:

- The item or service is available only from a single source.
- The public exigency or emergency for the item or service will not permit a delay resulting from competitive solicitation.
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity.
- After solicitation of several sources, competition is determined to be inadequate, whether for reasons of number or quality of proposals/bids.

If the NEIWDB requests to use sole source procurement for one-stop operators and/or Service Provider must submit a formal request to Iowa Workforce Development electronically at:

[WIOAgovernance@iwd.iowa.gov](mailto:WIOAgovernance@iwd.iowa.gov)

The request must include justification that all other options were exhausted and identify the reason for sole source. The NEIWDB will identify the timeline and the activities performed prior to the sole source request and must certify that all appropriate measures consistent with the WIOA and this policy have been taken.

The following documentation will be included with the request for sole source:

- Copy of the RFP or IFB
- Proof of the announcement medium used (newspaper, social media)
- Documentation showing how long the announcement was posted
- The name of the entity to which the sole source is to be awarded
- Documentation showing that the entity has the capacity and ability to perform the one-stop operator functions, **OR**
- Documentation showing that the entity has the capacity and ability to perform the functions required to provide career services and/or youth workforce innovation opportunity activities.

## Procurement Standards

The NEIWDB will include appropriate protections from conflict of interest.

The following requirements will be followed as part of the competitive process and include:

- Written Policies and Procedures
  - Such policies and procedures must describe the competitive process for selecting a one-stop operator and the manner in which it will address the settlement of all contractual and administrative issues, such as protests, appeals, and disputes. The NEIWDB will provide a competitive process for selection the One-Stop Operator and/or Service provider(s). All proposals or sealed bids received by the submission deadline will be initially reviewed for responsiveness and compliance with the specifications and requirements in the RFP/IFB. The proposals passing the initial review will be scored by the review committee according to the following criteria, with attention to clarity, completeness, and quality:
    - Cover Sheet
    - Executive Summary
    - Organization Overview
    - Program Narrative
    - Budget & Budget Narrative
    - Attachments
  - The NEIWDB is required to complete the One-Stop operator and/or Service Provider(s) competitive process every four years. Six (6) months prior to the end of the four (4) years, the NEIWDB will begin the procurement process in order to meet the guidelines.  
For Service Providers: the NEIWDB may extend the initial one-year contract for up to an additional three (3) years, in increments of one year, depending on program performance, availability of funds, and if it is determined to be in the best interest of the local area.
  - Appropriate Methods of Procurement for Competitions
    - As a non-federal entity, the NEIWDB will use the following methods of procurement (described at 2 CFR 200.320):
    - Sealed Bids
    - Competitive Proposals
    - Sole Source
- Full and Open Competition

- A funding level range or an up to amount must be provided in the RFP that ensures the responsibilities in the Statement of Work can be performed.
- Such competition must be conducted for all procurement transactions.
- Written procedures must allow for sufficient time for all phases of the procurement process to be carried out in a manner that would not unduly restrict competition.
- The RFP must be open for a minimum of 20 business days.
- Pre-qualified lists must be current and include enough qualified sources to ensure open and free competition and must not preclude bidders and offerors from qualifying during the solicitation period.
- Procurements that are in excess of the simplified acquisition threshold (currently set at \$150,000 by 48 CFR 2.1) cannot use the small purchase procurement.
- Entities performing a competitive procurement must ensure the proposed costs of the one-stop operator are allowable, meaning that they are reasonable, necessary, and allocable.
- Restricting competition is not allowed. Activities that may be considered to be restrictive of competition include, but are not limited to:
  - Placing unreasonable requirements on firms for them to qualify to do business.
  - Requiring unnecessary experience and excessive bonding.
  - Non-competitive pricing practices between firms or between affiliated companies.
  - Non-competitive contracts to consultants that are on retainer contracts.
  - Organizational conflicts of interest.
  - Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
  - Any arbitrary action in the procurement process.

### **Standards of Conduct**

The NEIWDB will uphold the following standards of conduct to ensure fairness, objectivity, ethical standards, and other related standards of conduct during all phases of the procurement process:

- Mitigating apparent or real conflicts of interest. Conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated has a financial or other interest or a tangible personal benefit from a firm considered for a contract.



- The NEIWDB shall avoid organizational conflict of interest; NEIWDB members and board personnel shall avoid personal conflict of interest and the appearance of conflict of interest in awarding the One-Stop Operator and/or Service Provider.
- Disclosure of any real or apparent conflict of interest, whether individual, or organizational. Written standards of conduct must identify the process for recusal of individuals or organizations that are members of the NEIWDB who disclose a real or apparent conflict of interest.
- The announcements of solicitation requirements including proposal evaluation factors which will be used to assess bids or proposals will be released to all bidders at the same time.
- Information given in response to a question from one bidder will be shared with all known potential bidders.
- Any member of the NEIWDB or board support involved in a procurement process will not be employed by any bidder for that same procurement.

### **Penalties, Sanctions, and Disciplinary Actions**

The NEIWDB will provide for penalties, sanctions, or other disciplinary actions for violations of standards of conduct by chief lead elected officials, board members, board staff, fiscal agent staff, bidders, service providers, contractors, vendors, or their agents.

Any attempt by a potential sub-recipient, service provider, or vendor to make any payment, gratuity, or offer of employment or kickbacks to any individual involved in a procurement process will lead to disqualification of that entity's proposal.

The NEIWDB will maintain a description of the firewalls and internal controls to mitigate conflict of interest in circumstances including, but not limited to, situations where an entity acts in more than one role in the one-stop delivery system or performs more than one function in the procurement process, as well as situations where the non-federal entity uses a sole source selection.

### **Confidentiality of the Information Contained in the Proposals Submitted for Consideration**

It is the policy of the NEIWDB to prohibit ex-parte communication with any board member, board staff, consultants, or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members or evaluators risk elimination of their proposals from further consideration. No individual who is a proposal evaluator will collaborate and/or communicate with any respondent.

Evaluators will be asked to sign a "Conflict of Interest Certification for Request for Proposal" stating they have not communicated or collaborated with any respondent. Any communication by telephone, email, letter, face-to-face conversation, or other off-the-record contact is strictly prohibited. Any discovered ex-parte communication will be provided to the Chair of the NEIWDB and Chief Lead Elected Official for review and appropriate action. Bidders who improperly

influence the proposal review and evaluation process in any way will be subject to disqualification.

No entity that develops or drafts specifications, requirements, statements of work, IFBs or RFPs, and proposal evaluations will be allowed to compete under the procurement.

### **Transparency and Responsibility**

The procurement process must be conducted with transparency and responsibility from the planning phase to the closeout phase.

- Information about the NEIWDB selection and certification of both One-Stop and/or Service provider will be made available by electronic means and open meetings, in accordance with Sunshine Provision.
- Information must be made available to auditors and Federal reviewers.
- When selecting an entity as the one-stop operation, the NEIWDB must consider the entity's programmatic and fiscal integrity, compliance with public policy, record of past performance and other factors that demonstrate transparency and responsibility.
- The NEIWDB must ensure that an entity is not debarred, suspended, or otherwise excluded from or ineligible to participate in Federal assistance programs or activities.

### **TICKET TO WORK FUND REQUEST POLICY**

The Northeast Iowa Workforce Board (NEIWDB) will review proposals and requests for the use of Ticket to Work funding that are approved by **at least one committee** of the NEIWDB. If the NEIWDB approves an action to utilize funds, the **NEIWDB Executive Director** will prepare and submit a request for funds to the fiscal agent. The request will be reviewed and signed by the NEIWDB Chair and the **NEIWDB Executive Director**. Appropriate documentation will be submitted to the fiscal agent along with the request. Documentation may include receipts, invoices, or bills. The committee/board meeting minutes documenting the action that was approved must be provided before request is considered.

### **TRAVEL POLICY**

Updated 11/21/2022

NEIWDB Board Members, CEOs and Staff Members may be reimbursed for meals, lodging, and travel costs incurred in the performance of administrative and program functions as is relates to WIOA. Reasonable travel costs necessary to effectively manage the grant, provide oversight, and measure program effectiveness are allowable.

It is the policy of the NEIWDB to reimburse representatives for travel expenses incurred in the performance of duties under WIOA. Such reimbursement must meet requirements outlined in the Code of Federal Regulations (CFR).

### ***Guiding Principles***

- Reimbursement for travel is authorized for official NEIWDB business within the budgetary limits established in the annual budget.
- Written permission must be obtained from the Executive Director or Board Chair prior to travel unless specifically related to normally scheduled board, committee, CEO meetings, trainings, or routine NEIWDB business within the Local Area.
- A travel expense form must be completed by anyone requesting reimbursement.
- CEOs may request mileage reimbursement if reimbursement is not provided by the county in which they serve.
- The completed form should be submitted to the **NEIWDB Executive Director**/designee for approval and processing. Additionally, all expenses are reviewed by the fiscal agent prior to processing.
- The Executive Director's expenses for travel outside the Northeast Iowa Local Area will be approved by the Board Chair prior to submittal to the fiscal agent for processing.
- No reimbursement will be provided if the traveler receives reimbursement through other sources, double dipping is prohibited and subject to criminal and civil action to recover expenses.
- All incurred expenses must be supported by adequate documentation. (Conference or meeting agendas, invoices, etc.) See 2 CFR Part 225.
- The NEIWDB is a fiscal recipient and is the custodian of federal funds, which must be safeguarded and used only for legitimate purposes to perform responsibilities that directly support the mission of the board.
- "Reasonable costs. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost." 2 CFR Part 225 Appendix A.

### ***Mileage Reimbursement***

- Miles driven should be calculated using the representative's domiciled business address as the starting point. Return trips should use the site of the NEIWDB involved business as the starting point and the representative's domiciled business address as the ending point.
- The mileage reimbursement rate is calculated to assist with fuel costs as well as wear and tear on the automobile.
- The current IRS Federal rate will be used for mileage reimbursement.
- A Google map showing actual miles must be submitted with the travel reimbursement form.

### ***Lodging***

- If the event in question is hosted at a hotel, the negotiated conference rate may be acceptable but should be approved in advance by the **NEIWDB Executive Director** or designee if the rate exceeds the GSA per diem rate for lodging. Tips and room service fees are considered part of per diem and are not reimbursable.
- Representatives traveling on behalf of NEIWDB may be reimbursed at the single room rate for the reasonable cost of hotel accommodations. Convenience, the cost of staying in the city in which the hotel is located, and proximity to other venues on the representative’s itinerary shall be considered in determining reasonableness.
- Any lodging outside of the Northeast Iowa Local Area must be approved at least 14 days in advance by the Executive Director or designee.
- The specific location rate will be determined using the GSA rate and adhered to whenever possible. When the GSA rate cannot be followed written explanation of why will be required.

### ***Meals***

The costs of meals and refreshments are allowable with conditions. However, in accordance with the authorities cited above, costs can be incurred only when necessary and reasonable for the proper and efficient performance and administration of a grant award. While the allowability of such costs is determined on a case-by case basis, it is important to consider:

- The reasonableness of the aggregate costs to demonstrate that Boards have acted with due prudence in circumstances, considering their responsibilities to the government unit, its employees, the public at large, and state or Federal Government.
- Aggregate costs periodically-e.g., over a 12-month period will be reviewed to identify needed changes to the policies in order to avoid incurring individual and aggregate costs that appear excessive or lavish.
- Tips are allowable up to 20%.
- No alcoholic beverages are permitted.
- All meal receipts must be itemized.
- Reasonableness of the cost of meals will be determined by comparing to the allowable GSA per diem rate for the specific area.

Examples of when a reasonable need arises to incur such costs include, but are not limited to, the following:

- Allowable costs of meals incidental to the cost of meetings and conferences where the primary purpose is the dissemination of technical information.
- Costs of meals incidental to the cost of meetings and conferences are allowable when the grantee incurs such costs in the process of conducting meetings or conferences with external customers and other professional colleagues outside of the entity’s organization.
- The cost of a “working lunch” with external customers and other colleagues is considered “reasonable and necessary” when there is adequate documentation on the reason of having the meeting during mealtime hours.

### ***Miscellaneous Reimbursements***

- Like all disbursements of WIOA funds, reimbursements should be adequately documented, reasonable, directly, or indirectly allowable to one or more grants.
- Miscellaneous expenses are those deemed necessary in the conduct of the official business of the NEIWDB, which are not included in the categories of lodging or mileage.
  - a. All miscellaneous expenses shall be claimed under the column heading “miscellaneous expense” on the travel form and be supported by sufficient documentation (receipts).
  - b. A receipt for each and every transaction involving miscellaneous expenditures shall be provided.
  - c. Receipts are required for such things as:
    - i. Admission tickets
    - ii. Registration receipts
    - iii. Taxi services, Uber, Lyft services
    - iv. Tolls, garage, and parking fees

### ***Travel Request Process and Procedure***

1. Expenses will not be reimbursed unless the representative requesting reimbursement submits the Expense Form.
2. The Expense Form must be submitted within 30 days of the trip. The Expense Form must be filled out in its entirety.
3. Any delays in submission will result in delays in processing and timelines may be extended.
4. Board Chair/Executive Director will verify the travel expense form to receipts and approve for processing within 5 business days.
5. Board Executive Director will email the travel expense form to the Fiscal Agent for processing.
6. All travel expense form payments will be processed and paid by the Fiscal Agent within 30 days of receipt.

## TRAVEL EXPENSE FORM

Submitted by:		Date:	
Dates of Travel:		Destination:	
Representatives for Whom Reimbursement is Being Requested:			
Reason for Travel:			
<b>Expenses (All expenses must be accompanied by itemized receipts)</b>			
<b>Reimbursements:</b>			
	<b># of Receipts</b>	<b>Amount</b>	
Mileage:		\$	
Meals:		\$	
Transportation (Uber, Taxi, etc.):		\$	
Lodging:		\$	
Airfare/Baggage:		\$	
Miscellaneous (Specify below):		\$	
	<b>Total Reimbursement:</b>	\$	
Executive Director/Board Chair:	<input type="checkbox"/> Approve		<input type="checkbox"/> Not Approved
Signature:		Date:	
Are there any credit card charges associated with this trip? If yes, please list related charges and amounts:			
Additional Comments:			

## TITLE IB PROGRAMS

Northeast Iowa LWDA always follows State ePolicy in addition to the approved local policies.

<https://epolicy.iwd.iowa.gov/Policy/Home>

### ADDITIONAL ASSISTANCE

NEIWDB identifies the following categories for Youth Needing Additional Service in addition to those outlined in State Policy:

- Father of an unborn child
- Youth with no work history

### ADULT MENTORING

The following is the selection and screening process for Adult Mentors in the Northeast Iowa Local Area:

- Mentors must be at least 25 years of age.
- Mentors must pay for and complete a background check. Background check must be within 90 days before beginning mentorship.
- Mentor must complete a mentorship application, confidentiality statement, a rights and responsibilities agreement and provide background check results.
- Mentors must complete an interview with a youth program career planner or with the Youth Standing Committee.
- Applications will be good for 90 days.

The NEIWDB will screen the interested mentor based on application, background check, and interview. NEIWDB may partner with other Partner Agencies for Adult Mentoring Services with approval from LWDB. Any partner agencies screening process will be reviewed by the LWDB for determination of adequacy.

### CLOSURE OF SERVICES DUE TO FRAUD

In the event an individual is found to have committed, or attempted to commit, fraud to receive services, the individual will be immediately notified by mail. The notification letter will include an explanation of the initial determination and the individual will have 30 days to respond from the date of the letter. At the conclusion of the 30-day response period, a final determination of services will be made, and written notification will be sent to the individual within 5 business days following the 30-day response period.

If it is found the individual did commit fraud to receive services, the participant's activities must be immediately closed. All circumstances related to the fraudulent act or attempt to defraud, along with the last date of services, must be documented and maintained in the IowaWORKS system.

## DISLOCATED WORKER PROGRAM ELIGIBILITY DUE TO ECONOMIC CONDITIONS

If a self-employed individual becomes unemployed due to general economic conditions or natural disasters in the community in which the individual resides, the individual may be eligible to participate in the Dislocated Worker Program.

To be eligible based on economic conditions, one of the following factors must be present:

1. Individual resides in an area of substantial unemployment of a rate of 6.5% or higher.
2. Individual resides in a High Poverty area of 25% or higher based on US Census data.

To be eligible based on a natural disaster, the area in which the individual resides must have a disaster proclamation issued by the Governor of Iowa.

## ECONOMIC SELF-SUFFICIENCY

NEIWDB adopts the State Standard for Economic Self-Sufficiency.

## ELIGIBILITY DETERMINATION – OTHER RESPONSIBLE ADULTS (PROGRAM PARTICIPATION FOR MINORS)

The Northeast Iowa Local Area does not authorize any additional responsible adults outside of those mentioned in the State Policy to authorize program participation for minors. State policy states that another responsible adult may include the following:

- A relative with whom the individual resides,
- An adult who has been delegated custodial or administrative responsibilities in writing, either temporarily or permanently, by parents or by an appropriate agency,
- An agency or organization representative who is in a position to know the individual's circumstances (i.e., that they could not get a parent's or guardian's signature authorizing participation), for example, a clergy person, a schoolteacher or other school official, a probation or other officer of the court or foster parent,
- A representative of an agency which provided support services to the individual and who is aware of the individual's circumstances (i.e., that they cannot get a parent's or guardian's signature authorizing participation), for example, a social worker, a homeless shelter official, a child protective worker, a health clinic official; or
- Other responsible adults to be appropriate to authorize the individual's participation, as defined in policy by the Local WDB.

## FOLLOW-UP

### **Adult, Dislocated Worker, and Youth Programs**

The Workforce Innovation and Opportunities Act (WIOA) follow-up services must be made available to all participants enrolled in the Adult, Dislocated Worker, and Youth programs up to the end of the 4<sup>th</sup> quarter after the exit quarter. Additional services may be available to



participants beyond this period with LWDB approval. The types and duration of these services must be based on the needs of the individual. Follow-up services provide support and guidance after exit to facilitate sustained employment and educational achievement, advancement along a job and/or educational ladder, and personal development. Examples of follow-up services include:

- Career Planning and Development
- Educational Planning and Preparation
- Leadership Development
- Adult Mentoring
- Work Related Peer Support Groups
- Supportive Service (to meet participant employment goals)

If these services are provided, they should be documented on the participant's Individual Employment Plan (IEP). Follow-up services are not contacts or attempted contacts for the purpose of securing documentation for the case file to report a performance outcome, though all contacts or attempted contacts must be documented in case notes. Follow-up services are provided to ensure the participant is able to retain employment, achieve wage increases, and facilitate career progression. While a local area must have follow-up services available to all participants, every adult, dislocated worker, and youth will not need or want these services. It is not a requirement that local staff provide follow-up services to all participants unless these services are determined to be necessary. Program staff must document requests for follow-up services in IowaWORKS system case notes; and document all follow-up services provided as well as performance measure outcomes in IowaWORKS system.

Staff will no longer contact participants who do not want follow-up services and request that contact attempts cease. Case notes will document the participant's request and staff will refrain from making any further contact.

### **Adult and Dislocated Worker**

Follow-up services must be made available to all participants enrolled in the Adult and Dislocated Worker programs who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

### **Youth**

Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or postsecondary education and training. Follow-up services may include regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise.

Follow-up services for youth also may include the following program elements:

- Supportive Services
- Adult Mentoring
- Financial Literacy Education

- Activities that help youth prepare for and transition to postsecondary education and training
- Career Counseling and Career Exploration Services

Follow-up services must be provided to all participants for up to a minimum of 12 months unless the participant declines to receive follow-up services.

Information from the youth follow-ups must be entered into the IowaWORKS system, quarterly following exit. All contacts and attempts to contact an individual for a follow-up must be entered in the system. Evidence of a minimum of 2 attempts to contact an individual not available must be documented in IowaWORKS to constitute a follow-up.

Services may be ended after a minimum of 4 unsuccessful attempts to contact the youth over the course of 90 days. Clear documentation in IowaWORKS needs to be provided in a case note. Items to include in the case note are what methods of contact were used and on what dates. If a youth participant cannot be located or contacted it needs to be clearly stated in the documentation.

### **Exceptions to this Policy**

Follow-up services may be provided beyond the 12-month period at the discretion of the LWDB. A request to continue services must be submitted to the Executive Director to the Board with justification of the extension. The types of services provided, and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of Follow-up services may differ for each participant.

## **GEOGRAPHICAL PREFERENCE**

The Geographical Preference for Northeast Iowa is that the participant must be a resident within the following counties: Allamakee, Black Hawk, Bremer, Buchanan, Butler, Cerro Gordo, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Floyd, Franklin, Grundy, Hancock, Howard, Mitchell, Winnebago, Winneshiek, and Worth counties or within the local School District boundaries of these counties. For individuals living outside of these boundaries who request assistance from Northeast Iowa LWDA, approval must be requested/received from the LWDA of residence and documented in the data management system.

## **INDIVIDUALIZED CAREER SERVICES**

Updated 3/8/2023

NEIWDB will utilize the following assessments to determine eligibility:

1. TABE and/or CASAS

These assessments are approved for use by the National Reporting System.

To determine if individualized career services would be appropriate, a new assessment, interview or evaluation of a participant may not be required. It is allowable to use a recent

assessment of the participant completed by another education or training program. Such assessments must have been completed within one year prior to enrollment.

## INDIVIDUAL TRAINING ACCOUNTS (ITA)

Updated 3/8/2023

Individual Training Accounts are the standardized methodology by which a participant's training costs are funded. It is the mechanism through which funds will be used to make payment only for Adults and Dislocated Workers for purchasing training services from eligible training providers. Participants have the opportunity to select an eligible training provider, maximizing participant choice, in addition to consultation from the participant's case manager. The participant will be referred to the selected training provider unless program funds are insufficient or exhausted. The enrollment selection process for an ITA will follow the same process as for selection into WIOA. ITAs are no entitlements and shall be provided to eligible participants on the basis of individualized assessment of the person's job readiness, employment, and training needs, financial, social, and supportive needs, labor market demand and potential for successful completion, as documented on the participant's Individual Employment Plan (IEP). For residents of the Northeast Iowa Local Area, the actual implementation of an ITA will involve the Adult or Dislocated Worker Service Providers. ITAs are subject to cost limitations listed in the Occupational Skills Training (OST) section above.

ITAs will be issued only for approved training programs, and only after career counseling (including Labor Market Information) has been provided by the case manager and clearly documented.

Accepted payment methods include: Electronic transfer of funds through financial institutions, credit vouchers, purchase orders, credit cards or other appropriate measures become more fully defined in terms of employment and training initiatives. The provider will consider transitioning from the contractual approach to these other means.

Total payments on an ITA may not exceed \$7,000 for OST and \$2000 for EST services per participant per program year; however, may be increased in extraordinary circumstances by up to \$500.00 by the **NEIWDB Executive Director** when unusual circumstances occur.

## INELIGIBILITY

On the date that an individual is found ineligible to receive services, the individual will be mailed a letter stating why they are ineligible and providing them 30 days to respond to correct the ineligible status. A final determination will be made after the 30 days have expired and the individual will be mailed a letter within 5 business days stating the final determination of services.

## OBJECTIVE ASSESSMENT

Updated 10/27/2022

The objective assessment process collects information upon which a participant's Individual Employment Plan (IEP) or Individual Service Strategy (ISS) will be based. Objective assessment may be completed using any combination of structured interviews, paper and pencil tests, performance tests, work samples, behavioral observations, interest and/or attitude inventories, career guidance instruments, aptitude tests and basic skills tests.

One, or a combination, of the following assessments will be utilized as part of the Objective Assessment Process: CASAS, Aleks, Career Coach, NCRC, O\*Net Interest Profiler, CAPS/COPS/COPEs. Assessment tools are evaluated on an ongoing basis by the Title I Service provider. The selection/additional of actual instruments will occur throughout the course of enrollment.

## UNDEREMPLOYED INDIVIDUALS

Updated 04/03/2023

NEIWDB outlines the following criteria to qualify as an Underemployed individual under the Adult and Dislocated Worker Programs:

Underemployed individuals may include:

- Not employed in a career of choice, or a low skilled position;
- Individuals employed less than full-time who are seeking full-time employment;
- Individuals who are employed in a position that is inadequate with respect to their skills and training;
- Individuals who are employed who meet the definition of low-income individual in WIOA sec. 3(36); and
- Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment. Must be at 80% or below previous earnings.

For those that qualify as underemployed after approval from the *Executive Committee*, documentation needs to be uploaded and case noted in the IowaWORKS system.

## PARTICIPANT SERVICES

Northeast Iowa LWDA always follows State ePolicy in addition to the approved local policies.

## CUSTOMIZED TRAINING (CUS)

NEIWDB will follow State ePolicy.

<https://epolicy.iwd.iowa.gov/Policy/Index?id=134&Version=1>

## ENTREPRENEURIAL TRAINING (ENT)

NEIWDB will follow State ePolicy.

<https://epolicy.iwd.iowa.gov/Policy/Index?id=136&Version=2>

## INCUMBENT WORKER TRAINING (IWT)

New 3/8/2023

<https://epolicy.iwd.iowa.gov/Policy/Index?id=139&Version=1>

### Purpose

This policy provides criteria to determine which workers, or groups of workers, are eligible for incumbent worker training services and the cost sharing required for incumbent worker training projects. ([WIOA Section 134\(d\)\(4\)](#)).

### Background

Incumbent Worker training is designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment and conducted with a commitment by the employer to retain or avert the layoff of the incumbent worker. An ideal incumbent worker training would be one where a participant acquires new skills allowing him or her to move into a higher skilled and higher paid job within the company, thus allowing the company to hire a job seeker to backfill the incumbent worker's position. Incumbent Worker training must increase both a participant's and a company's competitiveness.

Under Section 134(d)(4) of WIOA, local boards can use up to 20 percent of their adult and dislocated worker funds to provide for the federal share of the cost of providing Incumbent Worker Training. NEIWDB will track any Incumbent Worker Training funds to ensure that funding limits do not exceed the 20 percent of adult and dislocated worker funds.

### Incumbent Worker Training Eligibility Criteria

An incumbent worker must be:

1. A U.S. citizen or otherwise legally entitled to work in the U.S.;
2. Age 18 or older;
3. Registered for the Selective Service (males who are 18 or older and born on or after January 1, 1960) unless an exception is justified;
4. Employed;
5. Meet the Fair Standards Act requirements for an employer-employee relationship

<http://www.dol.gov/whd>; and

6. Have an established employment history with the employer for six (6) months or more.

*Note: Per proposed 20 CFR 680.780, an incumbent worker does not necessarily have to meet the eligibility requirements for career and training services for adults and dislocated workers under this Act.*

### **Employer Eligibility Criteria**

The following factors must be considered when determining the eligibility of employers to receive the WIOA share of funds to provide training to incumbent workers using either Adult and/or Dislocated Worker formula funds:

1. The characteristics of the incumbent workers to be trained and how they would benefit from retention or advancement. Consideration should be given to employers who propose to train individuals with barriers to employment as defined in WIOA Section 3(24).;
2. The quality of training. Whenever possible, the training should allow the participant to gain industry-recognized training experience and/or lead to industry-recognized credentials and/ or an increase in wages;
3. The number of participants the employer plans to train or retrain;
4. The wage and benefit levels of participants (before and after training);
5. The occupation(s) for which incumbent worker training is being provided must be in demand;
6. The employer is:
  - a. In an in-demand industry as determined by labor market information; or
  - b. In an in-balance industry as determined by labor market information; or
  - c. In a declining industry, but there are compelling reasons (e.g., evidence of long-term viability of the employer) justifying investment in incumbent worker training.
7. The employer must not have laid off workers within 120 days to relocate to Iowa from another state;
8. The employer is current in unemployment insurance and workers' compensation taxes, penalties, and/or interest or related payment plan.

Each of the above factors leading to the approval of an incumbent worker training project with an employer must be documented and placed in the contract file.

### **Employer Share of Training Costs:**

Employers participating in incumbent worker training are required to pay the non-WIOA (non-federal) share of the cost of providing training to their incumbent workers. ([WIOA Sections 134\(d\)\(4\)\(C\)](#) and [134\(d\)\(4\)\(D\)](#) and proposed [20 CFR 680.820](#))

The employer share is based on the size of the workforce (wages paid to the participant while in training can be included as part of that share and the share can be provided as cash or in-kind that is fairly evaluated) as follows:

- At least 10 percent of the cost for employers with 50 or fewer employees
- At least 25 percent of the cost for employers with 51 to 100 employees
- At least 50 percent of the cost for employers with more than 100 employees

Employer cost share contributions must be tracked and documented in the contract file. In addition, the methodologies for determining the value of in-kind contributions must be documented in the contract file and conform to cost sharing requirements at [2 CFR 200.306](#).

## References

WIOA Section 3(23)

WIOA Section 134(d)(4)

Proposed 20 CFR 680.780, 680.790 and 680.820

2 CFR 200.306

TEGL 19-16

## INTERNSHIPS (INT)

NEIWDB will follow State ePolicy.

<https://epolicy.iwd.iowa.gov/Policy/Index?id=140&Version=1>

## JOB SHADOWING (SHW)

NEIWDB will follow State ePolicy.

<https://epolicy.iwd.iowa.gov/Policy/Index?id=142&Version=1>

## OCCUPATIONAL TRAINING (OST)

Updated 3/8/2023

NEIWDB will follow State ePolicy with the addition of the following:

<https://epolicy.iwd.iowa.gov/Policy/Index?id=145&Version=2>

Occupational Skills Training (OST) is an organized program of study from Iowa's Eligible Training Provider List (ETPL). Occupational skills training provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Youth participants who are not co-enrolled and youth participants who do not receive funds from an Individual Training Account (ITA) are not required to choose a training provider from the ETPL.

Northeast Iowa includes identification of existing and emerging in-demand industry

sectors and the employment needs of employers in those industry sectors and occupations. Northeast Iowa gives priority consideration to training programs leading to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area.

Such training must:

1. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy.
2. Be of sufficient duration to impart the skills needed to meet the occupational goal.
3. Lead to the attainment of a recognized postsecondary credential.

Northeast Iowa ensures that the training program, at a minimum, adheres to the following guidelines:

1. All participants who are enrolled in OST must apply for any financial assistance for which they may qualify.
2. OST funds may only be used to pay for tuition. Books, fees, and materials for coursework, as required, may be paid for through the Educational Assistance (EST) support service.
  - Total payments for an OST may not exceed \$7,000 and \$2000 for EST services per program year; however, may be increased in extraordinary circumstances by \$500 by the **NEIWDB Executive Director** when unusual circumstances occur.
  - Books may be paid for through the contract with the local school. If possible, books should be charged at the local bookstore.
3. All participants who are enrolled in OST must be covered by the training institution's tuition refund policy.
  - a. In the absence of a refund policy established by the training institution, the WIOA Title I service provider must negotiate a reasonable refund policy with the training site.
4. For Adults and Dislocated Workers, co-enrolled Youth or Youth who receive funds from and ITA, documentation of consumer choice in selecting both an approved training provider and program must be entered into in the data management system.

### **Attendance**

Participants are expected to maintain regular class attendance with the exception of Online courses. If attendance falls below 90% of the scheduled hours, participants may be put on probation.



## **Grades**

Participants must maintain at least a "C" (2.0) GPA. If a "C" (2.0) average is not maintained, participants may be placed on probation or discontinued the next semester/quarter.

Note: In order to remain eligible for WIOA financial assistance for books, tuition and fees, all students must meet the guidelines set forth by their respective educational institutions for retaining financial assistance. Failure to meet the school's criteria for retaining financial assistance will also result in the loss of WIOA funding.

A copy of participant grades is required to be placed on file at the end of each quarter or semester. No classes can be added or dropped without WIOA Title I staff approval. Students must attend class during scheduled hours. Participants cannot substitute time assigned in one class by attendance in another but can spend extra-unscheduled hours in individual study, lab classes, etc.

WIOA Title I will pay OST costs if a student must retake a class, due to having failed or withdrawn from the class, provided the original class was not subsidized by WIOA. However, if a student does retake a class and does not qualify for OST reimbursement, support services can be provided by WIOA.

## **Retesting**

WIOA will pay for retesting for example, CNA or HiSET tests, under Educational Testing (EDT) or Secondary Education Certification support services.

## **Progress Reports**

Twice a semester at the end of the first thirty (30) days and at mid-term - instructor(s) complete and sign a progress report or, where available, students may print a current grade report from the training institution's web site. Lack of progress could result in probation or termination. For short-term courses, such as CNA or summer sessions, timesheets will be required in lieu of progress reports.

## **Timesheets**

Participants who receive support services are required to turn in a timesheet showing attendance and progress at a minimum, every month, as a written request for support service payments. The timesheets and the corresponding written request for payment will be submitted no later than the last day of the following month. Written requests for payments submitted later than the last day of the following month may not be paid.

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## **ONLINE DISTANCE LEARNING**

Updated 3/8/2023

The ability to monitor attendance in training is the primary concern when determining the approvability of distance training for the students. The usual meaning is that the training takes place in a room in a school where students can interact with an instructor. Therefore, the key element to approvability of distance training is based primarily on the interactive nature of the

classroom training experience between instructor and student. A means of communication must be established where the instructor can ask questions of the students, and the students can respond and ask questions of the instructor.

Distance training is allowable if the Provider/Program is active on the State ETPL.

## ON-THE-JOB (OJT) TRAINING

NEIWDB will follow State ePolicy with the addition of the following:

<https://epolicy.iwd.iowa.gov/Policy/Index?id=146&Version=1#>

### OJT WAGES & BENEFITS

On-the-Job Training (OJT) in Northeast Iowa can be for a maximum of \$10,000 or six months depending on the current skills and the skills required in the new job. On-the-Job-Training occurs when objective assessment indicates that this will be the best process to meet the participant's needs. Specific training lengths are determined by input from the employer as to training time needed according to the skill level of the job and by the applicant's past work experience and vocational training background.

Participants will be enrolled in specific OJT that meets their needs and has met the criteria established by Northeast Iowa. Upon development of this training, the employer will complete a pre- award survey determining specific job skills to be learned and other information needed by the administrative entity to determine if a contract will be written. Northeast Iowa has established working relationships with numerous area employers committed to providing quality training to identified participants and retention of these individuals after training.

The payment by WIOA must not exceed fifty percent (50%) of the wages paid by the employer to the participant during the period of the training agreement. Reimbursement will be made at 50% of the regular hourly rate for actual hours worked including overtime hours. Under no circumstances will overtime rates or holiday rates be reimbursed.

### EMPLOYER ELIGIBILITY

An OJT contract will not be written with an individual's current employer. The **Title I Director** may allow exceptions to this rule if an OJT with an individual's current employer would allow them to move from a part-time or temporary status to a full-time permanent status **-and-** the OJT is for a position that is substantially different than the individual's current job with that employer. If a participant is currently on an OJT contract with an employer and has a job classification change, a contract modification will be written to reflect that change. Specifics of job duties, training hours required, and other changes will be negotiated with the employer. The SVP codes will be utilized as well as the input of the employer to determine how much additional training time could be authorized with approval of the **Title I Director**.

NEIWDB re-contracting procedures will consist of the following:

- Prior to re-contracting with a service provider, a review process of past performance of that service provider will take place. A criteria checklist will be used to determine whether to use an employer as a training site for an OJT.
- Does an employer consistently meet training goals and provide adequate training in key skill areas to be learned on the job?
- Is there a pattern of transition of trainees to employment at the end of a contract, not including those terminated for good cause as identified? (After at least 3 contracts, at least a 65% retention rate).
- Is there a pattern of retaining an employee who completed training past the 90- day follow-up? (After at least 3 contracts, at least a 65% retention rate).
- Is there evidence of good safety procedures/conditions in place? Does the company do training as stated in the Hazardous Materials Act? (Businesses will be toured prior to development of a contract to determine above).
- Has the employer in past contracts cooperatively provided documentation needed in a timely manner to meet monitoring and auditing needs?
- If a contractor refused to provide necessary auditing or monitoring information, such as payroll records, time sheets/cards, etc., no additional contracts will be written.
- If the employer in the past, has not cooperated and if conditions have changed, i.e., management, personnel, or procedures, this may warrant another trial contract to be negotiated.
- After any allegation that an employer has failed to provide adequate training in key skill areas as called for in the contract, the program supervisor/designee will meet with the employer to address the problem. If the allegation can be substantiated and cannot be resolved satisfactorily, no additional contracts will be written until a resolution occurs.
- When, after touring a prospective training site, unsafe working conditions are found to exist, or safety procedures are not in place, or they do not seem to be in compliance with the Hazardous Materials Act, administrative entity staff will discuss the problem with the contractor. If the contractor agrees to rectify the problem by developing safety procedures or removing the unsafe or unsanitary working conditions the contract could be written. If a subsequent check indicates that no effort is being made to address the problem, no additional contracts will be negotiated until all safety concerns are fully resolved.

- When after a minimum of 3 contracts an employer fails to meet a 65% retention rate (except those terminated for good cause) at the completion of the contract or follow-up, no additional contracts will be written. (Examples of good cause are absenteeism, disciplinary problems, lack of progress, etc.).
- When after it has been conclusively proven that an employer had intentionally altered claim forms, time sheets, payroll records, evaluation, or other records to defraud the program of funds, no additional contracts will be written.

#### OJT PAYMENT & TRAINING LENGTH

Final approval of the length of an OJT contract at a rate of 50% or less reimbursement will be approved by a Program Supervisor. Current reimbursement rate is 50% of training hours worked; however, contingent upon high budgetary obligations and NEIWDB approval, the reimbursement rate may be reduced.

An OJT contract may be modified when the employer notifies the specialist of training wage increases if the budget allows. However, if the specialist is not informed in advance of that change, there is no requirement on the part of WIOA to reimburse for the difference.

#### OJT CONTRACTS

The general length of the OJT contracts is based on skill, i.e., the higher the skill, the longer the contract. The number of hours is determined by using information coded in two Departments of Labor publications (1) O\*NET, Dictionary of Occupational Titles, or Career Info Net and (2) Specific Vocational Preparation Estimates (SVP). To determine the length of training, the following chart will be used:

SVP Level	Hours
1	80
2	160
3	520
4	1040
5	2080
6+	4160

The following factors will be used to modify the length of an OJT should specific circumstances exist:

- If the pre-award employer request for OJT indicates a shorter training length is appropriate, then the shorter training length will be used.
- If a client has previous work experience or classroom training in that job title, the actual length of an OJT contract will be reduced by 40 hours for every one month of previous

work experience or classroom training in that job title. If less than one month, the contract will be reduced by 10 hours for each week.

- If the participant has had some hours of job specific classroom training in that field as part of other job specific training, the OJT will be shortened by the hours of that specific related OST time. Northeast Iowa will reduce each OJT by 40 hours for each month of previous directly related training and/or directly related work experience. Previous training or experience which occurred so long ago that skills gained from that experience are obsolete may be disregarded to the extent that those skills need to be relearned or reacquired.
- Under normal conditions, an OJT contract may not exceed 26 weeks in length.
- Additional training time above the actual length of an OJT contract can be allowed if approved by the **NEIWDB Executive Director** when extenuating circumstances exist, such as a client who is disabled, an older individual (55 years or older) or a member of other targeted groups or having a barrier to employment. The contract length can be extended to a maximum of 50% above the actual length of the contract to a maximum of 26 weeks.
- Part-time OJT contracts are permitted if approved by the **Title I Director** for participants who are disabled, older individuals (55 years of age or older), members of other targeted groups who are able to work only part-time, or in-school youth participants. Part-time contracts may be written for a length of up to 499 hours and a maximum twelve (12) month time period.
- Part-time OJT's can be written in conjunction with OST training when the employment goals at the end of the training are substantially the same, or the OJT experience would aid the OST graduate when beginning the work search, or the OJT would become full-time upon completion of the OST.
- Part-time OJT's can also be written if they meet all other criteria and will become full-time positions by the end of the training period. If part-time OJT's are written, training costs will be reimbursed at the same rate as full-time OJT's, up to 50% of the training wages, and using the same SVP conversion rate.
- A minimum of 160 hours has been established for OJT length except in the case of adjusted training lengths due to classroom training or past work experience in this field. In these cases, a minimum of less than 160 hours of On-the-Job-Training may be justified.

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#### OTHER ONSITE TRAINING

Actual training costs above and beyond the training normally provided by the employer, to regular employees, may be reimbursed by WIOA, as well as participant support services which

allow the participant to receive the training.

The employer will be responsible for the service provider's fees and may be reimbursed for this additional training based on pre-approval by the **NEIWDB Executive Director**. Cost of actual training hours may be reimbursed to the employer at the normal reimbursement rate if the participant is receiving wages during that training time.

## PRE-VOCATIONAL ACTIVITIES (PVA)

Updated 3/8/2023

<https://epolicy.iwd.iowa.gov/Policy/Index?id=334&Version=2>

NEIWDB will follow State ePolicy with the addition of the following:

Clear documentation of the Pre-Vocational Activity needs to be provided in a case note. Additionally, Justification must also be documented accordingly.

PVA funds have a maximum expenditure of \$5,000 per participant per program year.

## QUALITY PRE-APPRENTICESHIP (QPA)

NEIWDB will follow State ePolicy.

<https://epolicy.iwd.iowa.gov/Policy/Index?id=149&Version=1>

## REGISTERED APPRENTICESHIP (RA)

NEIWDB will follow State ePolicy.

<https://epolicy.iwd.iowa.gov/Policy/Index?id=150&Version=1>

## SECONDARY EDUCATION CERTIFICATION (SEC)

NEIWDB will follow State ePolicy.

<https://epolicy.iwd.iowa.gov/Policy/Index?id=152&Version=1>

## WORK EXPERIENCE (WEP)

NEIWDB will follow State ePolicy with the addition of the following:

<https://epolicy.iwd.iowa.gov/Policy/Index?id=156&Version=1>

- The prevailing wage per industry is allowable.

## SUPPORT SERVICES

Updated 3/8/2023

Support service payments may be provided, when necessary, to enable a participant to participate in a WIOA Title I activity or a partner activity. Support service payments can be made only when the participant is unable to obtain the service through other programs providing such services. The American Job Center partners will work in conjunction to ensure that duplication of services does not happen for dual enrolled participants.

There are support cap maximums per each support service option. Caps are per participant per program year or per activity. Support caps can be altered with written permission of the **NEIWDB Executive Director** and documented in the data management system.

### Procedures for Referral Policy

LWDBs must define the procedures for referral to such services, including how such services will be funded when they are not otherwise available from other sources.

All attempts to find other supportive service funding and the reasons for needing WIOA funding must be documented in the IowaWORKS system. Potential sources for other funding may include state-funded sources, PELL Grants or Trade Adjustment Assistance (TAA).

A case note is required to document the need for supportive services and that the participant is unable to obtain services through other programs. Documentation needs to include types of supportive services and calculations. Documentation is also required to be uploaded in the IowaWORKS system.

Following are the allowable types of Support Service Payments and a description of each:

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### CLOTHING (CHG)

Updated 10/27/2022

Payments for items such as uniforms, clothes and shoes that are necessary for participation in WIOA Title I activities, including interviewing, employment or experiential learning services are allowable. Maximum expenditure for these items is \$500.00 per activity and \$800.00 maximum per participant per program year.

Protective gear items are allowable. Maximum expenditure for this is \$1,300 per participant per program year.

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### DEPENDENT CARE (DPC)

Updated 10/27/2022

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The cost of dependent care from licensed daycare providers or from private sources agreed upon by the participant and WIOA Title I Service provider career planner is allowable. Dependent care payment may not be made to individuals living in the same household. Dependent care includes child or adult care. Higher rates may be allowed in special cases, including, but not limited to, care of an infant, sick child, or person with a disability. If an unemployed parent of the child(ren) resides in the home, no childcare support will be provided. Dependent Care Support should only be used when the participant is not eligible for, or is pending approval of, Child Care Assistance through DHS/PROMISE JOBS.

DPC may be used to assist participants with additional study time while enrolled in postsecondary education, at a ratio not to exceed one classroom hour to additional two study hours.

A maximum of \$4.80/hour per dependent or the rate of the provider, whichever is less, may be reimbursed; \$48.00/day maximum per dependent. Maximum expenditure is \$9,000.00 per participant per program year.

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#### EDUCATIONAL ASSISTANCE (EST)

Updated 3/8/2023

Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes is allowable. Maximum expenditure is \$2,000.00 per participant per program year. EST services plus OST costs may not exceed \$9,000 per participant per program year.

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#### EDUCATIONAL TESTING (EDT)

Updated 10/27/2022

Assistance with educational testing required for participation in WIOA Title I activities is allowable. Some examples of educational testing include, but are not limited to, high school equivalency testing, state boards, national exams, and vocational testing. If required for employment, the costs for licenses and application fees are allowable. Maximum expenditure is \$1,000.00 per participant per program year.

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#### FINANCIAL ASSISTANCE (FAS)

Updated 10/27/2022, 4/3/2023

The purpose of a Financial Assistance Payment is to make a payment to a service provider or vendor on behalf of a participant. This payment is used to cover an emergency financial need of a participant that, if unmet, would prevent the participant from participating in WIOA Title I activities or maintaining employment. FAS may not be used to pay any type of fines or penalties imposed because of failure to comply with any Federal, State, or local law or statute. Allowable FAS services include housing assistance, eyeglasses repair, auto repair, technology needs for



coursework or job search and others as approved by **Title I Director**.

If utilizing FAS for Housing Assistance, the participant must indicate a need and sign an applicant statement requesting the assistance. Deposits are not allowable. Payment of late fees or interest charges are not allowable. Required documentation for payment includes a copy of a signed lease with the participant's signature; monthly amount due; and a notice of late payment from the landlord. If the lease is not in the participant's name, an applicant statement must be made explaining the relationship between the participant and person named in the lease. Mortgage payments are not allowable in Northeast Iowa.

If utilizing FAS for Eyeglass Repair, the participant must provide a quote from eyecare center.

If utilizing FAS for Auto Repair, vehicle repair costs may be provided but must be directly linked to an allowable activity. Required documentation includes:

- a. copy of title or registration showing the client or their spouse, parent/guardian legally owns the vehicle.
- b. proof of car insurance.
- c. Valid driver's license.
- d. No cosmetic repairs will be paid using WIOA funds.
- e. Vehicle insurance premiums for up to 6 months are also an allowable expense and is a onetime only payment.
- f. Two quotes for repairs are required unless the vehicle has to be towed.
- g. The participant cannot receive mileage reimbursement and vehicle repairs during the same week.
- h. If vehicle repairs are paid, no transportation will be paid.

Adult and Dislocated Workers Maximum expenditure is \$1,000.00 per participant per program year. Youth Maximum expenditure is \$2,000.00 per participant per program year.

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#### HEALTH CARE (HLC)

Health care assistance could be made available to participants when lack of assistance will affect their ability to obtain or maintain employment, or if it is a requirement of an educational program. This supportive service should be used only when there are no other resources available to the participant. Maximum expenditure is \$500.00 per participant per program year.

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#### MISCELLANEOUS SERVICES (MSS)

Updated 10/27/2022

Miscellaneous Services (MSS) is intended to provide assistance to participants with support services needs that are not covered through existing support service categories, or in conjunction with existing support service categories, in order to support their career plan.

The cost of required equipment (such as tools) is an allowed MSS expense if required for their WIOA “Title I” sponsored program.

Prior to utilizing MSS for equipment, it must be ensured that if the equipment includes items such as protective gear, for example, that clothing is the appropriate support service. Various fees related employment are allowed (such as background check).

Limit is not to exceed \$2,000.00 per participant per program year. The WIOA service provider’s authorizer must approve all MSS expenses.

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#### NEEDS RELATED PAYMENTS

**Not allowed in Northeast Iowa LWDA.**

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#### SERVICES FOR INDIVIDUALS WITH DISABILITIES (SID)

The costs of special services, supplies, equipment, and tools necessary to enable a participant with a disability to participate in an education or employment related activity is allowable. It is not an allowable use of WIOA Title I funds to make capital improvements to a training or work site for general compliance with the Americans with Disabilities Act requirements. Maximum expenditure is \$1,000.00 per participant per program year.

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#### SUPPORTED EMPLOYMENT AND TRAINING (SET)

Supported employment and training payments are allowable to provide individuals requiring individualized assistance with one-to-one instruction and with the support necessary to enable them to complete occupational skill training and to obtain and retain competitive employment.

SET may only be used in training situations which are designed to prepare the participant for continuing non-supported competitive employment. Employment positions supported at sheltered workshops or similar situations may not utilize SET.

SET may be conducted in conjunction with experimental learning activities such as INT, OJT, SHW, PRE and WEP. Examples of SET use include hiring a mentor, job counselor, or job coach to assist the trainee in adjustment to an OJT situation or hiring a mentor or tutor for one-on-one instruction for a student or hiring a job coach for an individual who has been placed in competitive employment. The length of a Supported Employment and Training contract may not exceed six months. Maximum expenditure is \$1,000 per participant per program year.

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#### TRANSPORTATION (TRN)

Updated 10/27/2022

The cost of transportation necessary to participate in WIOA Title I activities and services, including job searching and job interviews, is allowable.

Assistance can consist of per mile reimbursement, parking costs, fuel purchase orders, bus and/or taxi passes and bicycle purchases (bicycle purchases only are capped at \$250.00 per participant per enrollment).

Parking cost, if required to attend scheduled training and approved by the **Title I Director**, may be reimbursed at a rate of fifty (50) cents per hour.

Maximum mile reimbursement is the current Federal Rate. Daily travel reimbursements are limited to one round trip per day activity, capped at \$40.00 per day.

Maximum expenditure, excluding purchase of bicycle, is \$5,000.00 per participant per program year.

In addition, youth participants may receive support with driver education costs up to \$600 maximum per enrollment through TRN support service.

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## YOUTH INCENTIVE PAYMENTS AND STIPEND

Updated 5/17/2023

### Introduction

As WIOA youth programs are driven by performance outcomes, incentives encouraging successful completion are beneficial to youth, program providers and local areas. The Northeast Iowa Workforce Development Board (NEIWDB) Youth Incentive and Stipends Policy will ensure that allowable and necessary incentives and/or stipends will be given to WIOA youth participants (ages 16 – 24) to help encourage achievement of goals outlined as part of their Individual Service Strategy (ISS).

### Policy:

1. The criteria for incentive awards are tied to the youth performance outcomes as established by WIOA. Incentives may be awarded to participants based upon their progress and/or achievement of milestones in the program tied to work experience, education, or training outlined in their Individual Service Strategies (ISS).
2. A participant may receive more than one incentive for the achievement of multiple outcomes. Incentives will be awarded to participants through follow-up services. Due to availability of funds, incentive amounts may vary throughout a program year.
3. Incentive and Stipends must be:
  - a. Outlined in writing before the commencement of the program that may provide incentive payments.
  - b. Align with the local program's organizational policies.

- c. Are in accordance with the requirements contained in the Uniform Administrative Requirements 2 CFR 200 in regard to cost principles and audit requirements for federal awards.
- d. Maximum Youth Incentive Payments and Stipends will not exceed \$500 per participant/program year.
- e. Multiple Incentive Payments and Stipends cannot be taken within a combined Work Readiness activity/curriculum. For example, completion of a Work Readiness curriculum will allow for one Incentive Payment.

**Definitions:**

1. Incentive

- a. An incentive is a payment to an enrolled youth participant for successful participation and achievement of expected outcomes as identified in the participant's Individual Service Strategy (ISS).
- b. The incentive must be linked to attendance or achievement and must be related to training, education, work readiness and or an occupational skills attainment activity that specifically addresses at least one of the fourteen (14) required youth program elements.
- c. Such achievements must be documented in the IowaWORKS case management system and the participant's ISS.

2. Stipend

- a. The stipend payment must be a lump sum based on attendance, for a specific time frame, and may not be based on an hourly rate to encourage participation. The attendance sheet must be signed by the participant and the instructor before the payment can be made. A copy of the attendance sheet must be maintained in the participant's file.
- b. The stipend is used as a subsidy and is for activities such as classroom instruction.
- c. Stipends must be paid based on actual hours of attendance.
- d. Attendance in the activity must be documented as the basis of stipend payments.
- e. Payment must be based on actual time of participation in the activity as documented on the attendance sheet.

## ALLOWABLE INCENTIVES AND STIPENDS

*Please refer to description and document requirements below for additional clarification.*

### Incentives

Incentive	Amount
High School Diploma	\$250.00
High School Equivalency	\$250.00
High School Grades (A/B/C)	\$50/\$40/\$30
Achievement of Basic Skills/Benchmark Goal	\$75.00
Completion of Workplace Readiness Curriculum	\$75.00
10 Future Economic Opportunity Credits (max \$400 per participant)	\$100.00
Monthly Perfect Attendance for Employment	\$100.00
Credential Attainment	\$100.00
Work-Experience Activity (successful completion)	\$200.00
Employed for both 2 <sup>nd</sup> and 4 <sup>th</sup> Quarter after Exit	\$500.00

### Stipends

Stipend	Amount
9 Hours of High School Equivalency Classes	\$65 per wk.
High School Full Week of Attendance	\$65 per wk.
Class Directly Related to the 14 Youth Services	\$50 per class

### DESCRIPTION AND DOCUMENTATION REQUIREMENTS

1. In order to process the incentive, the required documentation will be placed in the participant's file, documented in the appropriate IowaWORKS screen, and case noted in IowaWORKS demonstrating the criteria to receive the incentive has been met.

2. A completed request form (with supporting documentation) will be submitted for approval to the **Title I Director**.
3. High School Diploma Incentive Award - \$250
  - a. Participants, enrolled in education at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a high school diploma.
  - b. The amount of the incentive is \$250.00
  - c. In order to receive the incentive, documentation, in the form of a copy of the diploma or transcripts, will be submitted.
4. High School Equivalency Incentive Award \$250
  - a. Participants who earn their high school equivalency after the date of participation, or at any point during the program, are authorized to receive an incentive award for successful completion of the program.
  - b. Participants will receive an incentive of \$250 for successful completion.
  - c. In order to receive the incentive, documentation in the form of a copy of the High School Equivalency transcript or comprehensive score report indicating scores will be submitted.
5. High School Grades Incentive Award (\$30-\$50)
  - a. Participants enrolled in high school at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a grade of "C" or better, in each subject, at the end of each formal grading period.
  - b. High School Grade Incentives will not be paid for "C" or better grades at the end of any formal grading period in which the participant earned "F" or "Failing" grades for any High School class/course.
    - i. Participants will be eligible to receive: \$50 for A's, \$40 for B's, and \$30 for C's.
    - ii. In order to receive the incentive, documentation in the form of a formal grade card will be submitted.
    - iii. Participants enrolled in both high school and college courses simultaneously will be eligible for incentives pertaining to high school grades only.
  - c. Participants, enrolled in adult high school at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a passing grade in each subject, upon completion of course.
    - i. Participants will be eligible to receive: \$50 for A's, \$40 for B's, and \$30 for C's.
    - ii. In order to receive the incentive, documentation in the form of a formal grade card will be submitted.
  - d. This award shall be given no more than once per course.
6. Achievement of Basic Skills/Benchmark Goal Incentive Award \$75.00
  - a. In the youth program, goals are determined as part of the ISS.

- b. Benchmark goals are set to enable participants to receive incentives for accomplishing those benchmarks.
  - c. Goals must be attainable within one year of the date established; if one is accomplished another goal can be set.
  - d. Example goals include but are not limited to:
    - i obtaining unsubsidized employment,
    - ii completing semesters of post-secondary education,
    - iii completion of entrepreneurship courses, attaining a certificate that is not a credential (OSHA 30, etc.),
    - iv basic skills improvement goals,
    - v and any activity that links to the 14 elements and is appropriate for the individual participant.
7. Completion of Workplace Readiness Curriculum (\$75)
- a. Participants who successfully complete a Workplace Readiness Curriculum are authorized to receive an incentive award.
  - b. Needs to be a Workplace Readiness and the curriculum needs to be uploaded to IowaWORKS.
8. Ten Future Economic Opportunity (FEO) Credits Incentive Award \$100
- a. A full list of the FEOs can be found in Attachment A. A student must complete 10 credits listed to receive the \$100 incentive. **Maximum per participant is \$400.**
  - b. FEO credits cannot be counted/accepted if they were completed prior to enrollment.
9. Monthly Perfect Attendance for Employment (\$100)
- a. Participants who are in either subsidized or unsubsidized employment who have a perfect attendance record in any given month will receive a \$100 incentive.
  - b. Perfect attendance must be backed up by a timesheet signed by the employer.
  - c. Maximum per participant \$200.
10. Achievement of a Credential Incentive Award \$100
- a. Participants, enrolled in education at the date of participation or at any point during the program, are authorized to receive an incentive award for attainment of a credential as defined by WIOA.
  - b. The amount of the incentive is \$100.00.
  - c. In order to receive the incentive, documentation in the form of a copy of the degree, certificate, or transcript will be submitted.
11. Completion of a Work Experience Activity \$200
- a. Participants who successfully complete a Work Experience Activity associated with an ISS identified goal during WIOA youth participation are authorized to receive an incentive award. This must be a contracted (WEP, LIN, SHW) service. A visit to an employer to see jobs available within an industry does not constitute a work experience activity.

- b. The amount of the incentive is \$200.
  - c. In order to receive the incentive, documentation in the form of a participant evaluation form will be completed showing satisfactory progress or better on all training objectives and placed in the file. Documentation includes timesheets and progress reports.
  - d. Incentive is limited to one per participant.
11. Employed for Both 2<sup>nd</sup> and 4<sup>th</sup> Quarter After Exit Incentive Award \$500
- a. As a performance measure, any participant who is successfully employed in both the 2<sup>nd</sup> and 4<sup>th</sup> quarter after exit will receive an incentive in the amount of \$500.

## STIPENDS

1. Stipend payments may not be paid for more than 70 weeks total.
- a. Minimum of 9 Hours of High School Equivalency Classes Stipend \$65
    - i. A stipend of \$65 per week will be awarded to students who attend a documented minimum of 9 hours of High School Equivalency classes in a week.
  - b. High School Full Week of Attendance Stipend \$65
    - i. A stipend of \$65 per week will be awarded to enrolled high school students with a documented full week of attendance as defined by school district policy.
  - c. Class Directly Related to the 14 Youth Services Stipend \$50
    - i. A stipend of \$50 per class for attending and successfully completing any class directly related to the 14 youth services will be paid to participants.
    - ii. Classes include but are not limited to leadership development, entrepreneurial skills and financial literacy, up to a maximum of \$300.00 per program year.



**ATTACHMENT A:**

**FUTURE ECONOMIC OPPORTUNITY (FEO) CREDITS**

*Please refer to policy for full requirements.*

ACTIVITIES	CREDIT VALUE
<b>Academic Skills</b>	
Increase at least one grade level in math (Can earn credit only once a month) Non-Basic Skills Deficient only	5
Increase at least one grade level in reading (Can earn credit only once a month) Non-Basic Skills Deficient only	5
Increase typing skills by 10 wpm	2
Complete computer literacy class (Basic Computers, Word and Excel)	5
<b>Occupational</b>	
OSHA 10-hour certification	5
First Aid/ CPR training/certification	5
<b>Career and work readiness</b>	
Create a workable resume	2
Obtain 2 letters of recommendation (non-family)	1
Complete a scholarship application/letter (1 credit for each, up to 5)	1
Complete the FAFSA application (Work through worksheet first with case manager)	1
Attend a college tour	5
Create a workable cover letter	1
Complete LinkedIn Learning course for Entrepreneurship	1
Create LinkedIn profile	2

Participate in job shadowing (min 2 hours)	3
Complete 3 hours of LinkedIn Learning courses	3
Participate in mock interview with another case manager	1
Participate in employer mock interview (Above average Rating)	3
National Career Readiness Certification - at least a Silver	5
Attending a job fair/hiring event and get info for three employers/positions	2
Complete three job applications (verified)	2
Complete a master application and review with case manager	1
Attend a center workshop that does not qualify for a youth stipend	1
<b>Leadership</b>	
Attend City council meetings	1
Participate in community presentations	1
Attend a smoking cessation class (each time)	1
Serve on community committees (each time attend)	1
<b>Personal Growth</b>	
Open a savings account	2
Make monthly deposit into savings account (1 credit per month with minimum \$25 deposit - up to 6 months)	1
Do a budget for housing	2
Complete income tax return	2
Participate in parenting classes (each time)	1
Register to vote	1
Attend class on how to plan a trip (location, transportation, food, and activities)	2

Set up an appropriate email account	1
Create an appropriate voice mail message	1
Obtain a library card	1
Utilize library services monthly (each time)	1
Read a book and write a one-page report (each time)	1
Create appropriate social media page/make current page job appropriate	1
Participate in home visit/family support/human service visit (each time) up to 6	1
<b>Wellness/Leisure</b>	
Attend counseling/treatment classes (each time)	1
Complete a continuing education class/demonstrate skill	5
Attend workout class/session	1
Getting/establishing medical and dental providers	1

## ATTACHMENTS

### ATTACHMENT A: APPROVALS

#### Approval by NEIWDB

- Adult Priority of Service- Additional priority groups listed - approval from the *Executive Committee*.
- Follow-Up- Provided beyond 12-month period

#### Approval by NEIWDB Executive Director

- ITA- OST and EST exceeding service payments w/ extenuating circumstances
- OJT- Additional Training w/ extenuating circumstances
- OJT- Service Provider fees reimbursement
- Altering Supportive Service caps

#### Approval by Title I Director

- OJT- Part-time OJT Contracts for participants
- OJT- OJT Contract with individual's current employer
- FAS- FAS services
- Stipends- Request form w/ documentation
- TRN- Parking cost to attend training activities

*\*Please refer to each policy for details.*