

RETURN TO:

**RECORDING
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**TROY CITY CLERK
116 E. MARKET STREET
TROY IL 62294**

CITY OF TROY

RESOLUTION 2026-28

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INTERN AGREEMENT WITH SAMUEL KELLY FOR
PARTICIPATION IN THE MADISON COUNTY EMPLOYMENT
AND TRAINING DEPARTMENT WORKFORCE INNOVATION
AND OPPORTUNITY ACT (WIOA) PROGRAM**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY,
ILLINOIS, ON THIS 1st DAY OF JUNE 2026**

RESOLUTION 2026-28

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERN AGREEMENT WITH SAMUEL KELLY FOR PARTICIPATION IN THE MADISON COUNTY EMPLOYMENT AND TRAINING DEPARTMENT WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAM

(3/4 vote required)

WHEREAS, the City Council of the City of Troy, Illinois, has determined that it is in the best interest of the City and its citizens to participate in the Madison County Employment and Training Department Workforce Innovation and Opportunity Act (WIOA) Program; and

WHEREAS, the City desires to provide internship and workforce development opportunities through participation in the WIOA Program; and

WHEREAS, the City has identified Samuel Kelly for participation as an intern pursuant to the terms and conditions of the program agreement; and

WHEREAS, the City Council finds that participation in the program serves a valid public purpose by supporting workforce development initiatives and providing beneficial employment and training opportunities within the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute all agreements and documents necessary for Samuel Kelly to participate as an intern in the Madison County Employment and Training Department Workforce Innovation and Opportunity Act (WIOA) Program. The City Administrator is further authorized to take all actions necessary to carry out the intent of this Resolution.
3. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 1st day of June, 2026.

Aldermen Vote:

Dan Dawson
Tim Flint
Elizabeth Hellrung
Nathan Henderson

☒
☒
☒
☒

Sam Italiano
Debbie Knoll
Heather Stirling
Troy Turner

☒
☒
☒
☒

Ayes: 8
Nays: 0
Absent: 0
Abstain: 0

APPROVED:


DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:


KIMBERLY THOMAS, Clerk
City of Troy, Illinois



2026-2

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
YOUTH/ADULT EMPLOYMENT ENHANCEMENT PROGRAM
WORK EXPERIENCE PROGRAM

WHEREAS, the COUNTIES OF MADISON, BOND, JERSEY AND CALHOUN have entered into an agreement with the State of Illinois for the Madison County Employment and Training Department, hereinafter referred to as MCETD, to implement a Workforce Innovation and Opportunity Act Program in Madison, Bond, Jersey and Calhoun Counties, pursuant to the provisions of the Workforce Innovation and Opportunity Act (P.L. 113-128), and subsequent amendments thereto.

WHEREAS, MCETD desires provision of adult and youth programming by:

Name: CITY of Troy Bldg. 2 (hereinafter, the SERVICE PROVIDER)
Address: 101 E. Clay St. Troy, IL 62294

The SERVICE PROVIDER understands and agrees to participate in the following activities:

ADULT AND YOUTH WORK EXPERIENCE PROGRAM -- up to 20 hours per two week pay period and up to a maximum of 990 hours per participant beginning July 1, 2025 and ending June 30, 2026, unless extension is authorized by the Madison County Employment and Training Department.

The Madison County Employment and Training Department has authorized an hourly wage for the youth/adult work experience activity at fifteen dollars (\$17.00) per hour.

NOW, THEREFORE, the SERVICE PROVIDER hereby agrees to perform the functions set forth under the terms and conditions established in this agreement which consists of the following sections:

Program Narrative
Terms & Conditions
Assurances & Certifications
Attachment A – Work Experience Time Sheet

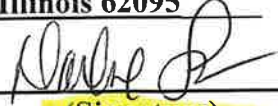
SIGNATURES

Approved for MCETD, Name and Address

Employment and Training Department

101 East Edwardsville Road

Wood River, Illinois 62095

By: 
(Signature)

Name and Title: Darlene Ladd

Director

Date: 05/22/20

Attest: Damon / 56

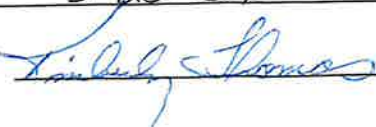
Approved for the SERVICE PROVIDER

Signature: 

Name: DAVID P. BROWN

Title: Mayor CITY OF TROY

Date: 5-22-20

Attest:  TROY, IL

Revised: 05/25/2023

PROGRAM NARRATIVE

The SERVICE PROVIDER is responsible for providing the following:

1. Information on the qualifications of supervisors and substitute supervisors to assure adequate supervision of worksite participants during training;
2. Time sheets (See Attachment A) with standard working hours which accurately reflect time worked by participants to assure that participants will not be reimbursed for absences, unworked hours or recreational activities;
3. Sufficient work experience and training that is meaningful, provides work skills and work attitudes consistent with expectations for unsubsidized employment;
4. Sufficient equipment and/or materials to adequately perform the task; and,
5. Assurance that the worksite will comply with all rules and regulations applicable to the participant activities of the Workforce Innovation and Opportunity Act.

The SERVICE PROVIDER further agrees that **the participants will not displace any existing workers or abridge any existing or pending contracts or collective bargaining agreements, and that when used in jobs adjacent to those performed by organized labor, clearance will be secured from the union involved.** It is further understood that the creation of jobs under this program are in addition to those that would be funded in the absence of assistance under WIOA.

A School or Agency Representative of the WIOA Program will be responsible for selecting participants for worksites. **Madison County Employment and Training will be responsible for payroll, the provision of Worker's Compensation or comparable insurance coverage and assisting in the placement of participants.** Employment and Training Department staff will contact the worksite to give assistance and support where needed. The SERVICE PROVIDER agrees to provide sufficient time, on a periodic basis for Employment and Training Department representatives to assess the worksite and participant, and examine relevant records, in the determination of proper performance.

No funds may be provided under this Act for any unsubsidized employment with any non-profit employer unless the individual employed is a youth ages sixteen (16) to twenty-four (24), inclusive, who is a participant in the WIOA program.

Madison County and the SERVICE PROVIDER both agree that no participant shall, on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief be discriminated against, or denied employment as a participant, in connection with any program funded under WIOA.

1. Please list worksite names, addresses, name of supervisor, and telephone numbers of worksites covered by this agreement:

1) Building and Zoning 618-667-8734 ext 4
(Worksite Name) (Phone #)
101 E. Clay St. Troy, Illinois 62294
(Address) (City) (State) (Zip Code)
Ann Byrd, Director of Building & Zoning
(Supervisor Name and Qualifications)

2) City of Troy 618-667-8734
 (Worksite Name) (Phone #)
116 E. Market St. Troy Illinois 62294
 (Address) (City) (State) (Zip Code)
Ann Byrd, Director of Building and Zoning
 (Supervisor Name and Qualifications)

3) _____ (Phone #)
 (Worksite Name)
 _____ (City) _____ (State) _____ (Zip Code)
 (Address)

 (Supervisor Name and Qualifications)

4) _____ (Phone #)
 (Worksite Name)
 _____ (City) _____ (State) _____ (Zip Code)
 (Address)

 (Supervisor Name and Qualifications)

2. List number of participants requested, worksite locations, job titles and brief summary of duties:

# OF PARTICIPANTS BY ACTIVITY	<u>WORKSITE</u> (Use Worksite Number From Above)		<u>JOB TITLE(S)</u>	<u>SUMMARY OF DUTIES</u>
<u>1</u>	<u>#1/±2</u>	<u>office</u>	<u>Scanning</u>	

TERMS AND CONDITIONS

1. Modifications by Operation of Law

This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this agreement as fully as if set forth herein.

The MCETD shall notify the Service Provider of any pending implementation of or proposed amendment to such regulations.

2. Waivers

A waiver of any condition of this Agreement must be in writing from the Director of the MCETD or his/her designee.

3. Monitoring and Evaluation

The MCETD will monitor and evaluate the Agreement made to the Service Provider under this program. The Agreement will be monitored for compliance with the rules, regulations, and requirements which the MCETD may promulgate and will be monitored periodically throughout the period of the Agreement.

The Agreement will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of Workforce Innovation and Opportunity Act (WIOA) funds. Assessments will occur both during the operation of the program and upon its completion.

4. Programmatic Reports Required

The Service Provider may submit the programmatic reports as required by the MCETD.

5. Suspension

If the Service Provider fails to comply with the special conditions and/or the general terms and conditions of the Agreement Award, the MCETD may, after notice to the Service Provider, suspend the agreement and withhold further payments or prohibit the Service Provider from incurring additional obligations of Agreement funds, pending corrective action by the Service Provider or a decision to determine to allow such necessary and proper costs which the Service Provider could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for conduct of the project.

6. Termination

This Agreement may be terminated for loss of funding, for cause, or for convenience.

a) Termination Due to Loss or Reduction of Funding

This Agreement shall terminate in full, or in part, at the discretion of the MCETD, in the event that the MCETD suffers a loss or reduction of funding or termination of the federal Agreement which permits it to fund, in full or in part, the Service Provider. In the event that the MCETD suffers such a loss or reduction of funding in full or in part, the MCETD shall give the Service Provider written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

b) Termination for Cause

If the MCETD determines that the Service Provider has failed to comply with any of the terms, conditions or provisions of this Agreement, including any applicable rules and regulations. The MCETD may terminate the Agreement in whole, or in part, at any time before the Service Provider in writing of the determination to terminate, the reasons for such termination, and the effective date of the termination. Payments made to the Service Provider or recoveries by the MCETD shall be in accord with the legal rights and liabilities of the parties.

Termination for cause may render the Service Provider ineligible for consideration for future grants from the MCETD.

c) Termination for Convenience

The MCETD or the Service Provider may terminate the Agreement in whole, or in part, when the MCETD and Service Provider agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditures of funds. The MCETD and the Service Provider shall agree upon in the case of partial terminations, the portion to be terminated. The Service Provider shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

7. State Not Liable

The funds to be remitted to the Service Provider by the MCETD are available from a Workforce Innovation and Opportunity Act (WIOA) Agreement made to the MCETD. Therefore, the MCETD, by entering into this Agreement, does not pledge or promise to pledge the assets of the State, nor does it promise to pay any compensation payable to the Service Provider, or its sub recipients, from any monies of the treasury of the State except such monies as shall be contracted and paid to the MCETD by the IL Department of Commerce and Economic Opportunity (DCEO) for the program of which this agreement is a part. However, upon execution of this Agreement, the MCETD shall set aside and hold in reserve from funds received from IL Department of Commerce and Economic Opportunity an amount of money equal to the amount of this Agreement to reimburse the Service Provider as provided herein.

8. Publication, Reproduction, and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The MCETD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Any publication produced as a result of this Agreement shall include on its title page the following citation:

This project was conducted with funds provided under programs of the Workforce Innovation and Opportunity Act (WIOA) by Madison County Employment and Training Department and the Illinois Department of Commerce and Economic Opportunity and does not necessarily represent in whole or in part the viewpoint of Madison County Employment and Training Department or the Illinois Department of Commerce and Economic Opportunity.

9. Conflict of Interest

No officer or employee of the Service Provider and no member of its own governing body and no public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (a) participate in any decision relating to any Agreement negotiated under this Agreement which affects his personal interest of any corporation, partnership, or association in which he is, directly or indirectly interested; or (b) have any financial interest, direct or indirect, in such Agreement or in the work to be performed under such Agreement.

10. Bonus or Commission

The Service Provider shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the MCETD which may be necessary in connection with carrying out the program objectives.

11. Equal Opportunity/Nondiscrimination

As a condition to the award of financial assistance under WIOA from the Department of Labor, the Service Provider assures, with respect to operation of the WIOA-funded program or activity that it will comply fully with the nondiscrimination and equal opportunity provisions in SEC.188 of the Workforce Innovation and Opportunity Act (WIOA) of 2014, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Right Act of 1964, as amended; Section

504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age discrimination in Employment Act of 1967; Equal Pay Act of 1963; U.S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to U.S. DOL Regulation 29 CFR Part 37 and 41, CFR Part 60. Where applicable the Service Provider shall comply with the:

Additional Certifications

1. Copeland "Anti-kickback" Act (18 U.S.C. 87U) as supplemented in DOL regulations (29 CFR Part 3).
2. Davis-Bacon Act (40 U.S.C. 276 a. to a-7) as supplemented in DOL regulations (20 CFR Part 5).
3. Sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL Regulations (29 CFR Part 5).
4. All applicable standards, order, or requirements issued under:
 - a. Section 306 of the Clean Air Act (42 U.S.C. 1857{h});
 - b. Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1368);
 - c. Executive Order 11738;
 - d. Environmental Protection Agency regulations (40 CFR Part 15);
5. Energy Policy and Conservation Act (Public Law 94-163);
6. Byrd Anti Lobbying Amendment (31 U.S.C. 1352); and
7. Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants (37 CFR Part 401).

12. Integration Clause

It is agreed between the parties that this Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral Agreement of understandings between the parties other than what has been reduced to writing herein.

13. Severability Clause

If any provisions under this Agreement or its application to any person or circumstances are held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

14. Certifications

The Service Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Service Provider made an admission of guilt of such conduct which is a matter of record, nor has any official, agent, or employee of the Service Provider committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The Service Provider further certifies that it has not been barred from bidding on or receiving State Agreements as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720ILCS 5/33E-3 and 5/33E-4).

15. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes

The Service Provider shall provide Worker's Compensation Insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax reductions and any other taxes or payroll deductions required by law for his employees who are performing services specified by this Agreement.

16. Property Management

The MCETD retains title to all real property, equipment or nonexpendable personal property purchased by the Service Provider with Agreement funds for program operation. The Service Provider may not purchase nonexpendable personal property items exceeding \$500.00 without the MCETD's prior approval. The Service Provider agrees to maintain appropriate property records and periodically conduct an inventory of all nonexpendable personal property purchased with Agreement funds. Nonexpendable personal property must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other Madison County Employment and Training Department funded activities, provided that use will not interfere with its use for the original project. When such nonexpendable personal property is no longer needed for the authorized purpose of this Agreement, the Service Provider shall advise the MCETD and may request approval for use of such equipment for other projects or activities which are consistent with those authorized by the Workforce Innovation and Opportunity Act (WIOA). If the Service Provider has no further use for the nonexpendable personal property purchased with Agreement funds, the Service Provider shall request disposition instructions from the MCETD. The MCETD may authorize the Service Provider to ship nonexpendable personal property to the MCETD or to a third party named by it. If the Service Provider is instructed to ship the nonexpendable personal property elsewhere, the Service Provider shall be reimbursed by the MCETD for the non-Federal share of the market value, plus shipping costs. If the Service Provider is instructed to otherwise dispose of the nonexpendable personal property, the Service Provider will be reimbursed by the MCETD for such costs incurred in the disposition.

17. Procurement

The Service Provider shall follow the procurement standards in OMB Super Circular 2 CFR 200-318.

18. Complaints of Discrimination

All complaints of discrimination (race, color, religion, sex, national origin, age, political affiliation or belief, and, ad appropriate, citizenship) shall be submitted to the U.S. Department of Labor, office of Civil Right, 200 Constitution Avenue Northwest, Room N 4123, Washington, D.C. 20210.

19. Protests, Disputes, Complaints, and Grievances

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement should be addressed in writing directly to Madison County Employment and Training Department. Madison County Employment and Training Department shall reduce its decision to writing and mail or otherwise furnish a copy of the decision to the Service Provider. The decision of Madison County Employment and Training Department shall be final and binding.

The Service Provider shall provide to program participants and staff, information relative to the Agreement grievance procedures which have been approved by Madison County Employment and Training Department. If the Service Provider does not have approved procedures it must use procedures developed or implemented by Madison County Employment and Training Department. In the event of complaints or grievances initiated by the Service Provider procedures developed or implemented by Madison County Employment and Training Department must be used.

20. Maintenance of Effort

The Service Provider sponsored level of programs and services in existence prior to initiation of this project shall be continued and not be reduced in level of effort in any way as a result of this agreement award except for reductions unrelated to the provisions or purposes of this Agreement award.

21. Third Party Agreements

The Service Provider may not further subcontract any of the programs or services provided for under this Agreement award.

ASSURANCES

The Service Provider hereby assures and certifies that:

1. It possesses legal authority to apply for the Agreement, and to execute that proposed program.
2. It has reviewed and accepted the Agreement in its entirety, including all understandings and assurances contained therein and direction and designating the authorized representative of the Service Provider to act in connection with the Agreement and to provide such additional information as may be required.
3. It will comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) of 2014 Public Law 115-128, hereinafter, referred to as the Act, and with the regulations and policies promulgated thereunder by the federal government, the State of Illinois, Department of Commerce and Economic Opportunity (DCEO), and Madison County Employment and Training Department (MCETD).
4. The Service Provider further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or notify MCETD within 30 days after promulgation of the amendments or revisions that it cannot so confirm, so that MCETD may take appropriate action including termination, if necessary.
5. It agrees to use federal funds available through the State of Illinois and MCETD under the Act to:
 - a) provide a range of services and training activities having a measurable and potentially major impact on the cause of unemployment;
 - b) provide activities and services designed to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals who are in special need of such training to obtain productive employment;
 - c) coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals; and
 - d) establish linkages with the private sector of the community in efforts to place program participants in training or employment with private sector establishments.
6. It will comply with the Program Requirements as provided under Sections 121-134 of the Act.
7. It will comply with 20 CFR Paragraph 667.264(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.
8. It will comply with the non-discrimination and non-sectarian activities and provisions under Section 188 of the Act and its implementing regulation codified at 29C7R Part 38.
9. It will comply with Section 189(h) of the Act by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. Appl. 453).
10. It agrees not to commit any unfair employment practices in Illinois as defined in the Illinois Fair Employment Practices Act (IL Rev. Stat. 1977, Ch. 48, Par. 851 et. seq.) and further agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute, Chapter 68, Section 1-101 et. seq.)
11. It will establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. The Service Provider certifies that it has written sexual harassment policies that shall include, at minimum, the following: a) the illegality of sexual harassment; b) definition of sexual harassment under Illinois law; c) a description of sexual harassment; d) the Service Provider's internal complaint process including penalties; e) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; f) directions on how to contact the Department and the Commissions; and g) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILC 5/2-105(B)(5)).
13. It will comply with the requirements of 2 CFR 200.333 regarding record retention.
14. It will provide bonding for every officer, director, agent, or employee who handles funds (cash or checks or other instruments of payment for program costs) under this agreement. The amount of coverage shall be higher of: (1) \$100,000 or (2) the highest cash drawdown planned during the term of this agreement.
15. In event of the Service Provider's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disability Act, the Service Provider may be declared ineligible for future Agreements or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this agreement, the Service Provider agrees as follows:
 - a) That it will not discriminate against any employee or applicant for employment, participant or applicant for participation because of race, color, religion, sex, marital status, citizenship, as applicable, belief, political affiliation, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. That it shall provide employment and training opportunities to those who can benefit from, and who are most in need of, such opportunities and shall make efforts to provide equitable services among the WIOA-eligible population and develop programs which contribute to occupational development, upward mobility, development of new careers, and overcoming sex stereotyping in occupations traditional for the other sex.
 - b) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Rules and Regulations of the Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
 - c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, marital status, citizenship, as applicable, belief, political affiliation, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Service Provider's obligations under the Illinois Human Rights Act and the Rules and Regulations of the Department of Human Rights. If any such labor organization or representative fails or refuses to cooperate with the Service Provider in its efforts to comply with such Act and Rules and Regulations, the Service Provider will promptly so notify the Department.
 - e) That it will submit reports as required by the Rules and Regulations of the Department of Human Rights, furnish all relevant information as may from time to time be requested by the Department of Human Rights or the Service Provider, and in all respects comply with the Illinois Human Rights Act and the Rules and Regulations of the Department of Human Rights.

f) That it will permit access to all relevant books, records, accounts, and work sites of personnel of the Service Provider and the Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Rules and Regulations of the Department of Human Rights.

g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement, the Service Provider will be liable for compliance with applicable provisions of this clause by such subcontractors and further it will promptly notify the Service Provider and MCETD in the event any subcontractor fails or refuses to comply therewith. In addition, the Service Provider will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

h) That it will comply with the WIOA Prohibition regarding exclusion from participation in, be denied the benefits of, or be subjected to discrimination under, any WIOA-funded program on the basis of age. The Service Provider further agrees to abide by the terms of Age Discrimination Act of 1975 and all federal or state implementing rules or regulations.

i) That it will comply with the WIOA Prohibition regarding exclusion from participation in, be denied the benefits of, or be subjected to discrimination under, any WIOA-funded program on the ground of race, color, or national origin. The Service Provider further agrees to abide by the terms of Title VI of the Civil Rights Act of 1964, and all federal or state implementing rules or regulations.

16. It will comply with the WIOA prohibition regarding exclusion from participation in, denial of benefits of, discrimination under or denial of employment in the administration of any WIOA-funded program on the basis of handicap. The Service Provider further agrees to abide by the terms of Section 504 of the Rehabilitation Act of 1973 and all federal or state implementing rules or regulations. The Service Provider ensures that its program, when viewed in its entirety, is accessible to the handicapped, including limited or non-English speaking persons, and that information and services can be provided in different languages, if such languages are principally spoken by segments of the eligible population constituting at least 5% of the total eligible population. The Service Provider further agrees to ensure physical accessibility to buildings. Not every building need be handicapped accessible; however, the Service Provider's program, when viewed in its entirety, shall be accessible.
17. No Agreement funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the MCETD identifying each beneficiary of the land trust by name and address and defines his interest therein in accordance with the provisions of the Land Trust/Beneficial Disclosure Act.
18. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Has not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Is not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in this paragraph; and Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

19. Service Providers with contractual awards in excess of \$100,000 will comply with the policy on lobbying restrictions as established in accordance with OMVB Super Circular 2 CFR 200 and Byrd Anti-Lobbying Act.
20. It will not expend funds under this agreement which result in the destruction, alteration, renovation, transfer or sale, utilization of a historic property, structure or structures, or the introduction of visual, audible, or atmospheric elements to a historic property, structure or structures, and will, therefore not result in any changes in the character or use of any historic property in accordance with the Illinois State Resources Preservation Act, IL Rev. Stat. 1987, Ch.127, Par. 133C 21 (P.A. 86-707).
21. Training institutions receiving WIOA reimbursement which are also eligible for PELL funding that systems have been established to verify and assure that "double billing" does not occur for participants who receive PELL Contracts and PELL will be considered first as a source of payment to the customer for educational – related expenses.
22. Neither the Service Provider nor any substantially owned affiliate company of the Service Provider is participating or will participate in an international boycott, as defined by the U.S. Export Administration Act of 1979 or as defined by regulations of the U.S. Department of Commerce, promulgated pursuant to the Act.
23. This Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting Agreements to individuals who are in default on an educational loan.
24. If any person employed by the Service Provider has been convicted of a felony, at least one year has passed since completion of sentence as of the effective date of this Agreement.
25. The Service Provider agrees to comply with other program rules, regulations, policies and procedural requirements as may be promulgated by the MCETD.
26. The official name of the nationwide system of providing employment and training through the Workforce Innovation and Opportunity Act (WIOA) partnership and various other federally-sponsored programs is the America's Workforce Network. To help launch this concept, the Service Provider may be required to use the America's Workforce brand identification on all public materials, press releases, brochures, advertisements or reports describing projects or programs funded in whole or in part with Federal money.
27. This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-208, which provides priority of service to veterans, and spouses of certain veterans for receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

STATE OF ILLINOIS
REQUIRED CERTIFICATIONS

The Service Provider makes the following certifications as a condition of this agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this agreement. Service Provider's execution of this agreement shall serve, as its attestation that the certifications made herein are true and correct.

1. **Compliance with Applicable Law** The Service Provider certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this contract.
2. **Unemployment Insurance** Service Provider certifies that:

_____ It has an Illinois Unemployment Insurance Account Number and that said number is

_____ or

☒ It does not have an Illinois Unemployment Insurance Account Number for the following reason(s):

If the Service Provider has an Illinois Unemployment Insurance Account Number, it certifies that it is not delinquent in the payment of Unemployment Insurance contributions, payments in lieu of contributions, penalties and or interest, nor does it owe any sums to the Department of Employment Security, because of overpaid unemployment insurance benefits. Service Provider further certifies that the Service Provider's Federal Employment Identification Number (FEIN) is the same number that Service Provider has supplied for unemployment insurance purposes changes, the Service Provider will immediately notify the Department of Employment Security of the new FEIN, in writing, by telefacsimile sent in care of the Office of Legal Counsel at (312)793-2164, with such notice to include reference to the agreement number assigned the agreement, upon receipt of such notice, all further payments under this agreement shall be processed under the new FEIN. Service Provider hereby acknowledges that to the extent allowable by applicable federal laws and regulation, the State shall have the right and the Service Provider authorizes the State to withhold from any sum or sums due otherwise payable to this agreement the overpaid benefits under the Unemployment Insurance Act, and may apply the amount so withheld toward satisfaction of any such past due contributions, payments in lieu of contributions, penalties and or interest or overpaid benefits.

3. **Bid-Rigging/Bid-Rotating** The Service Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/3-31 E-4).
4. **Default on Educational Loan** The Service Provider certifies that this contract is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.
5. **Americans with Disabilities Act** The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 3 4.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this agreement, the Service Provider certifies that services, programs and activities provided under this agreement area, and will continue to be, in compliance with the ADA.

6. **Drugfree Workplace Act** The Service Provider certifies that:

- ☐ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this agreement.
- ☐ That the purpose of this grant is to fund solid waste reduction.
- ☒ It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this agreement, or
- ☐ That it is individual.

If either of the first two options is checked, this agreement is not subject to the requirements of the Act.

If either of the last two options is checked and the amount of the agreement is five thousand dollars (\$5,000.00) or more, the service Provider is notified that the Drugfree Workplace Act (30 ILCS 580/1 et. seq.) is applicable to this agreement and the Service Provider must comply with the terms of said Act, as set forth below.

Service Provider will provide a drugfree workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Notifying the employee that, as a condition of employment non such agreement, the employee will abide by the terms of the statement and notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the Service Provider's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.
- Providing a copy of the statement required to each employee engaged in the performance of the agreement and to post the statement in a prominent place in the workplace.
- Notifying the Local Workforce Area with then (1) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- Imposing a sanction on or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If the Service Provider is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

7. **Anti-Bribery** The Service Provider certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Service Provider or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500 et. seq.).
8. **Discrimination/Illinois Human Rights Act** The Service Provider certifies that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act. It will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action and that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.
- The Service Provider further certifies that, if applicable, it will comply with “An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works.” (775 ILCS 10/0.01 et. seq.).
9. **Sexual Harassment** The Service Provider certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: the illegality of sexual harassment; the definition of sexual harassment under State law; a description of sexual harassment, utilizing examples; the Service Provider’s internal complaint process including penalties; the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; directions on how to contact the Department of Commission; and protection against retaliation as provided the Illinois Human Rights Act (775 ILCS 5/1-105 (b)(5)). A copy of the policies shall be provided to the Department upon request.
10. **International Anti-Boycott Certification** The Service Provider hereby certifies that neither the Service Provider nor any substantially owned affiliate company of the Service Provider is participating in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce promulgated pursuant to that Act (30 ILCS 582/1 et. seq.).

MADISON COUNTY
EMPLOYMENT & TRAINING DEPARTMENT
WIOA TIME SHEET

Attachment A

Pay Period: _____

DATE	TIME IN	30 Minute LUNCH * (UNPAID)		TIME OUT	TOTAL HOURS WORKED
		Time Out	Time In		

Maximum Hours _____ Total Hours Worked _____

SOCIAL SECURITY NO.: (Last 4 digits)

TITLE: _____

EMPLOYEE'S NAME:

WORKSITE:

JOB TITLE:

* Please note: A participant working more than 5 hours during the workday
Is required to take an **unpaid** 30-minute lunch break.

The **Supervisor** must complete the WIOA timesheet.

PLEASE CHECK EACH TRAIT:

<u>EVALUATION</u>	<u>GOOD</u>	<u>AVERAGE</u>	<u>POOR</u>
Punctuality	_____	_____	_____
Motivation	_____	_____	_____
Progress	_____	_____	_____
Work Relations	_____	_____	_____
Cooperation	_____	_____	_____
Personal Appearance	_____	_____	_____
Attitude	_____	_____	_____

COMMENTS: _____

Employee's Signature

Supervisor's Signature

Revised 03/08/2021

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
YOUTH/ADULT EMPLOYMENT ENHANCEMENT PROGRAM
WORK EXPERIENCE PROGRAM

WHEREAS, the COUNTIES OF MADISON, BOND, JERSEY AND CALHOUN have entered into an agreement with the State of Illinois for the Madison County Employment and Training Department, hereinafter referred to as MCETD, to implement a Workforce Innovation and Opportunity Act Program in Madison, Bond, Jersey and Calhoun Counties, pursuant to the provisions of the Workforce Innovation and Opportunity Act (P.L. 113-128), and subsequent amendments thereto.

WHEREAS, MCETD desires provision of adult and youth programming by:

Name: City of Troy Building and (hereinafter, the SERVICE PROVIDER)
Address: 101 E. Clay St.
Troy, IL 62294

The SERVICE PROVIDER understands and agrees to participate in the following activities:

ADULT AND YOUTH WORK EXPERIENCE PROGRAM -- up to 20 hours per two week pay period and up to a maximum of 990 hours per participant beginning July 1, 2026 and ending June 30, 2027, unless extension is authorized by the Madison County Employment and Training Department.

The Madison County Employment and Training Department has authorized an hourly wage for the youth/adult work experience activity at fifteen dollars (\$17.00) per hour.

NOW, THEREFORE, the SERVICE PROVIDER hereby agrees to perform the functions set forth under the terms and conditions established in this agreement which consists of the following sections:

Program Narrative
Terms & Conditions
Assurances & Certifications
Attachment A – Work Experience Time Sheet

SIGNATURES

Approved for MCETD, Name and Address

Employment and Training Department

101 East Edwardsville Road

Wood River, Illinois 62095

By: *Darlene Ladd*
(Signature)

Name and Title: Darlene Ladd

Director

Date: 05/27/26

Attest: *Damon*

Approved for the SERVICE PROVIDER

Signature: *David P. Nelson*

Name: DAVID P. NELSON

Title: MAYOR CITY OF TROY

Date: 7-1-26

Attest: *Kimberly Thomas* TROY CITY CLERK

Revised: 05/25/2023

PROGRAM NARRATIVE

The SERVICE PROVIDER is responsible for providing the following:

1. Information on the qualifications of supervisors and substitute supervisors to assure adequate supervision of worksite participants during training;
2. Time sheets (See Attachment A) with standard working hours which accurately reflect time worked by participants to assure that participants will not be reimbursed for absences, unworked hours or recreational activities;
3. Sufficient work experience and training that is meaningful, provides work skills and work attitudes consistent with expectations for unsubsidized employment;
4. Sufficient equipment and/or materials to adequately perform the task; and,
5. Assurance that the worksite will comply with all rules and regulations applicable to the participant activities of the Workforce Innovation and Opportunity Act.

The SERVICE PROVIDER further agrees that **the participants will not displace any existing workers or abridge any existing or pending contracts or collective bargaining agreements, and that when used in jobs adjacent to those performed by organized labor, clearance will be secured from the union involved.** It is further understood that the creation of jobs under this program are in addition to those that would be funded in the absence of assistance under WIOA.

A School or Agency Representative of the WIOA Program will be responsible for selecting participants for worksites. **Madison County Employment and Training will be responsible for payroll, the provision of Worker's Compensation or comparable insurance coverage and assisting in the placement of participants.** Employment and Training Department staff will contact the worksite to give assistance and support where needed. The SERVICE PROVIDER agrees to provide sufficient time, on a periodic basis for Employment and Training Department representatives to assess the worksite and participant, and examine relevant records, in the determination of proper performance.

No funds may be provided under this Act for any unsubsidized employment with any non-profit employer unless the individual employed is a youth ages sixteen (16) to twenty-four (24), inclusive, who is a participant in the WIOA program.

Madison County and the SERVICE PROVIDER both agree that no participant shall, on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief be discriminated against, or denied employment as a participant, in connection with any program funded under WIOA.

1. Please list worksite names, addresses, name of supervisor, and telephone numbers of worksites covered by this agreement:

1) Building and Zoning 612-667-8734 ext 2
(Worksite Name) (Phone #)
101 E. Clay St. Troy, Illinois 62294
(Address) (City) (State) (Zip Code)
Ann Byrd, Director of Building and Zoning
(Supervisor Name and Qualifications)

2) City of Troy 618-667-8734
 (Worksite Name) (Phone #)
1116 E. market Troy, Illinois 62294
 (Address) (City) (State) (Zip Code)
New Byrd, Director of Building and Zoning
 (Supervisor Name and Qualifications)

3) _____ (Phone #)
 (Worksite Name)
 _____ (Address) _____ (City) _____ (State) _____ (Zip Code)

 (Supervisor Name and Qualifications)

4) _____ (Phone #)
 (Worksite Name)
 _____ (Address) _____ (City) _____ (State) _____ (Zip Code)

 (Supervisor Name and Qualifications)

2. List number of participants requested, worksite locations, job titles and brief summary of duties:

# OF PARTICIPANTS BY ACTIVITY	<u>WORKSITE</u> (Use Worksite Number From Above)		<u>JOB TITLE(S)</u>	<u>SUMMARY OF DUTIES</u>
<u>1</u>	<u># 1</u>	<u># 2</u>	<u>office</u>	<u>scanning</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TERMS AND CONDITIONS

1. Modifications by Operation of Law

This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this agreement as fully as if set forth herein.

The MCETD shall notify the Service Provider of any pending implementation of or proposed amendment to such regulations.

2. Waivers

A waiver of any condition of this Agreement must be in writing from the Director of the MCETD or his/her designee.

3. Monitoring and Evaluation

The MCETD will monitor and evaluate the Agreement made to the Service Provider under this program. The Agreement will be monitored for compliance with the rules, regulations, and requirements which the MCETD may promulgate and will be monitored periodically throughout the period of the Agreement.

The Agreement will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of Workforce Innovation and Opportunity Act (WIOA) funds. Assessments will occur both during the operation of the program and upon its completion.

4. Programmatic Reports Required

The Service Provider may submit the programmatic reports as required by the MCETD.

5. Suspension

If the Service Provider fails to comply with the special conditions and/or the general terms and conditions of the Agreement Award, the MCETD may, after notice to the Service Provider, suspend the agreement and withhold further payments or prohibit the Service Provider from incurring additional obligations of Agreement funds, pending corrective action by the Service Provider or a decision to determine to allow such necessary and proper costs which the Service Provider could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for conduct of the project.

6. Termination

This Agreement may be terminated for loss of funding, for cause, or for convenience.

a) Termination Due to Loss or Reduction of Funding

This Agreement shall terminate in full, or in part, at the discretion of the MCETD, in the event that the MCETD suffers a loss or reduction of funding or termination of the federal Agreement which permits it to fund, in full or in part, the Service Provider. In the event that the MCETD suffers such a loss or reduction of funding in full or in part, the MCETD shall give the Service Provider written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

b) Termination for Cause

If the MCETD determines that the Service Provider has failed to comply with any of the terms, conditions or provisions of this Agreement, including any applicable rules and regulations. The MCETD may terminate the Agreement in whole, or in part, at any time before the Service Provider in writing of the determination to terminate, the reasons for such termination, and the effective date of the termination. Payments made to the Service Provider or recoveries by the MCETD shall be in accord with the legal rights and liabilities of the parties.

Termination for cause may render the Service Provider ineligible for consideration for future grants from the MCETD.

c) Termination for Convenience

The MCETD or the Service Provider may terminate the Agreement in whole, or in part, when the MCETD and Service Provider agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditures of funds. The MCETD and the Service Provider shall agree upon in the case of partial terminations, the portion to be terminated. The Service Provider shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

7. State Not Liable

The funds to be remitted to the Service Provider by the MCETD are available from a Workforce Innovation and Opportunity Act (WIOA) Agreement made to the MCETD. Therefore, the MCETD, by entering into this Agreement, does not pledge or promise to pledge the assets of the State, nor does it promise to pay any compensation payable to the Service Provider, or its sub recipients, from any monies of the treasury of the State except such monies as shall be contracted and paid to the MCETD by the IL Department of Commerce and Economic Opportunity (DCEO) for the program of which this agreement is a part. However, upon execution of this Agreement, the MCETD shall set aside and hold in reserve from funds received from IL Department of Commerce and Economic Opportunity an amount of money equal to the amount of this Agreement to reimburse the Service Provider as provided herein.

8. Publication, Reproduction, and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The MCETD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Any publication produced as a result of this Agreement shall include on its title page the following citation:

This project was conducted with funds provided under programs of the Workforce Innovation and Opportunity Act (WIOA) by Madison County Employment and Training Department and the Illinois Department of Commerce and Economic Opportunity and does not necessarily represent in whole or in part the viewpoint of Madison County Employment and Training Department or the Illinois Department of Commerce and Economic Opportunity.

9. Conflict of Interest

No officer or employee of the Service Provider and no member of its own governing body and no public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (a) participate in any decision relating to any Agreement negotiated under this Agreement which affects his personal interest of any corporation, partnership, or association in which he is, directly or indirectly interested; or (b) have any financial interest, direct or indirect, in such Agreement or in the work to be performed under such Agreement.

10. Bonus or Commission

The Service Provider shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the MCETD which may be necessary in connection with carrying out the program objectives.

11. Equal Opportunity/Nondiscrimination

As a condition to the award of financial assistance under WIOA from the Department of Labor, the Service Provider assures, with respect to operation of the WIOA-funded program or activity that it will comply fully with the nondiscrimination and equal opportunity provisions in SEC.188 of the Workforce Innovation and Opportunity Act (WIOA) of 2014, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Right Act of 1964, as amended; Section

504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age discrimination in Employment Act of 1967; Equal Pay Act of 1963; U.S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to U.S. DOL Regulation 29 CFR Part 37 and 41, CFR Part 60. Where applicable the Service Provider shall comply with the:

Additional Certifications

1. Copeland "Anti-kickback" Act (18 U.S.C. 87U) as supplemented in DOL regulations (29 CFR Part 3).
2. Davis-Bacon Act (40 U.S.C. 276 a. to a-7) as supplemented in DOL regulations (20 CFR Part 5).
3. Sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL Regulations (29 CFR Part 5).
4. All applicable standards, order, or requirements issued under:
 - a. Section 306 of the Clean Air Act (42 U.S.C. 1857{h});
 - b. Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1368);
 - c. Executive Order 11738;
 - d. Environmental Protection Agency regulations (40 CFR Part 15);
5. Energy Policy and Conservation Act (Public Law 94-163);
6. Byrd Anti Lobbying Amendment (31 U.S.C. 1352); and
7. Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants (37 CFR Part 401).

12. Integration Clause

It is agreed between the parties that this Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral Agreement of understandings between the parties other than what has been reduced to writing herein.

13. Severability Clause

If any provisions under this Agreement or its application to any person or circumstances are held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

14. Certifications

The Service Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Service Provider made an admission of guilt of such conduct which is a matter of record, nor has any official, agent, or employee of the Service Provider committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The Service Provider further certifies that it has not been barred from bidding on or receiving State Agreements as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720ILCS 5/33E-3 and 5/33E-4).

15. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes

The Service Provider shall provide Worker's Compensation Insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax reductions and any other taxes or payroll deductions required by law for his employees who are performing services specified by this Agreement.

16. Property Management

The MCETD retains title to all real property, equipment or nonexpendable personal property purchased by the Service Provider with Agreement funds for program operation. The Service Provider may not purchase nonexpendable personal property items exceeding \$500.00 without the MCETD's prior approval. The Service Provider agrees to maintain appropriate property records and periodically conduct an inventory of all nonexpendable personal property purchased with Agreement funds. Nonexpendable personal property must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other Madison County Employment and Training Department funded activities, provided that use will not interfere with its use for the original project. When such nonexpendable personal property is no longer needed for the authorized purpose of this Agreement, the Service Provider shall advise the MCETD and may request approval for use of such equipment for other projects or activities which are consistent with those authorized by the Workforce Innovation and Opportunity Act (WIOA). If the Service Provider has no further use for the nonexpendable personal property purchased with Agreement funds, the Service Provider shall request disposition instructions from the MCETD. The MCETD may authorize the Service Provider to ship nonexpendable personal property to the MCETD or to a third party named by it. If the Service Provider is instructed to ship the nonexpendable personal property elsewhere, the Service Provider shall be reimbursed by the MCETD for the non-Federal share of the market value, plus shipping costs. If the Service Provider is instructed to otherwise dispose of the nonexpendable personal property, the Service Provider will be reimbursed by the MCETD for such costs incurred in the disposition.
17. Procurement

The Service Provider shall follow the procurement standards in OMB Super Circular 2 CFR 200-318.
18. Complaints of Discrimination

All complaints of discrimination (race, color, religion, sex, national origin, age, political affiliation or belief, and, ad appropriate, citizenship) shall be submitted to the U.S. Department of Labor, office of Civil Right, 200 Constitution Avenue Northwest, Room N 4123, Washington, D.C. 20210.
19. Protests, Disputes, Complaints, and Grievances

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement should be addressed in writing directly to Madison County Employment and Training Department Madison County Employment and Training Department shall reduce its decision to writing and mail or otherwise furnish a copy of the decision to the Service Provider. The decision of Madison County Employment and Training Department shall be final and binding.

The Service Provider shall provide to program participants and staff, information relative to the Agreement grievance procedures which have been approved by Madison County Employment and Training Department. If the Service Provider does not have approved procedures it must use procedures developed or implemented by Madison County Employment and Training Department. In the event of complaints or grievances initiated by the Service Provider procedures developed or implemented by Madison County Employment and Training Department must be used.
20. Maintenance of Effort

The Service Provider sponsored level of programs and services in existence prior to initiation of this project shall be continued and not be reduced in level of effort in any way as a result of this agreement award except for reductions unrelated to the provisions or purposes of this Agreement award.
21. Third Party Agreements

The Service Provider may not further subcontract any of the programs or services provided for under this Agreement award.

ASSURANCES

The Service Provider hereby assures and certifies that:

1. It possesses legal authority to apply for the Agreement, and to execute that proposed program.
2. It has reviewed and accepted the Agreement in its entirety, including all understandings and assurances contained therein and direction and designating the authorized representative of the Service Provider to act in connection with the Agreement and to provide such additional information as may be required.
3. It will comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) of 2014 Public Law 115-128, hereinafter, referred to as the Act, and with the regulations and policies promulgated thereunder by the federal government, the State of Illinois, Department of Commerce and Economic Opportunity (DCEO), and Madison County Employment and Training Department (MCETD).
4. The Service Provider further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or notify MCETD within 30 days after promulgation of the amendments or revisions that it cannot so confirm, so that MCETD may take appropriate action including termination, if necessary.
5. It agrees to use federal funds available through the State of Illinois and MCETD under the Act to:
 - a) provide a range of services and training activities having a measurable and potentially major impact on the cause of unemployment;
 - b) provide activities and services designed to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals who are in special need of such training to obtain productive employment;
 - c) coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals; and
 - d) establish linkages with the private sector of the community in efforts to place program participants in training or employment with private sector establishments.
6. It will comply with the Program Requirements as provided under Sections 121-134 of the Act.
7. It will comply with 20 CFR Paragraph 667.264(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.
8. It will comply with the non-discrimination and non-sectarian activities and provisions under Section 188 of the Act and its implementing regulation codified at 29CFR Part 38.
9. It will comply with Section 189(h) of the Act by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. Appl. 453).
10. It agrees not to commit any unfair employment practices in Illinois as defined in the Illinois Fair Employment Practices Act (IL Rev. Stat. 1977, Ch. 48, Par. 851 et. seq.) and further agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute, Chapter 68, Section 1-101 et. seq.)
11. It will establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. The Service Provider certifies that it has written sexual harassment policies that shall include, at minimum, the following: a) the illegality of sexual harassment; b) definition of sexual harassment under Illinois law; c) a description of sexual harassment; d) the Service Provider's internal complaint process including penalties; e) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; f) directions on how to contact the Department and the Commissions; and g) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILC 5/2-105(B)(5).
13. It will comply with the requirements of 2 CFR 200.333 regarding record retention.
14. It will provide bonding for every officer, director, agent, or employee who handles funds (cash or checks or other instruments of payment for program costs) under this agreement. The amount of coverage shall be higher of: (1) \$100,000 or (2) the highest cash drawdown planned during the term of this agreement.
15. In event of the Service Provider's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disability Act, the Service Provider may be declared ineligible for future Agreements or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this agreement, the Service Provider agrees as follows:
 - a) That it will not discriminate against any employee or applicant for employment, participant or applicant for participation because of race, color, religion, sex, marital status, citizenship, as applicable, belief, political affiliation, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. That it shall provide employment and training opportunities to those who can benefit from, and who are most in need of, such opportunities and shall make efforts to provide equitable services among the WIOA-eligible population and develop programs which contribute to occupational development, upward mobility, development of new careers, and overcoming sex stereotyping in occupations traditional for the other sex.
 - b) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Rules and Regulations of the Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
 - c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, marital status, citizenship, as applicable, belief, political affiliation, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Service Provider's obligations under the Illinois Human Rights Act and the Rules and Regulations of the Department of Human Rights. If any such labor organization or representative fails or refuses to cooperate with the Service Provider in its efforts to comply with such Act and Rules and Regulations, the Service Provider will promptly so notify the Department.
 - e) That it will submit reports as required by the Rules and Regulations of the Department of Human Rights, furnish all relevant information as may from time to time be requested by the Department of Human Rights or the Service Provider, and in all respects comply with the Illinois Human Rights Act and the Rules and Regulations of the Department of Human Rights.

f) That it will permit access to all relevant books, records, accounts, and work sites of personnel of the Service Provider and the Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Rules and Regulations of the Department of Human Rights.

g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement, the Service Provider will be liable for compliance with applicable provisions of this clause by such subcontractors and further it will promptly notify the Service Provider and MCETD in the event any subcontractor fails or refuses to comply therewith. In addition, the Service Provider will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

h) That it will comply with the WIOA Prohibition regarding exclusion from participation in, be denied the benefits of, or be subjected to discrimination under, any WIOA-funded program on the basis of age. The Service Provider further agrees to abide by the terms of Age Discrimination Act of 1975 and all federal or state implementing rules or regulations.

i) That it will comply with the WIOA Prohibition regarding exclusion from participation in, be denied the benefits of, or be subjected to discrimination under, any WIOA-funded program on the ground of race, color, or national origin. The Service Provider further agrees to abide by the terms of Title VI of the Civil Rights Act of 1964, and all federal or state implementing rules or regulations.

16. It will comply with the WIOA prohibition regarding exclusion from participation in, denial of benefits of, discrimination under or denial of employment in the administration of any WIOA-funded program on the basis of handicap. The Service Provider further agrees to abide by the terms of Section 504 of the Rehabilitation Act of 1973 and all federal or state implementing rules or regulations. The Service Provider ensures that its program, when viewed in its entirety, is accessible to the handicapped, including limited or non-English speaking persons, and that information and services can be provided in different languages, if such languages are principally spoken by segments of the eligible population constituting at least 5% of the total eligible population. The Service Provider further agrees to ensure physical accessibility to buildings. Not every building need be handicapped accessible; however, the Service Provider's program, when viewed in its entirety, shall be accessible.
17. No Agreement funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the MCETD identifying each beneficiary of the land trust by name and address and defines his interest therein in accordance with the provisions of the Land Trust/Beneficial Disclosure Act.
18. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Has not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Is not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in this paragraph; and Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

19. Service Providers with contractual awards in excess of \$100,000 will comply with the policy on lobbying restrictions as established in accordance with OMVB Super Circular 2 CFR 200 and Byrd Anti-Lobbying Act.
20. It will not expend funds under this agreement which result in the destruction, alteration, renovation, transfer or sale, utilization of a historic property, structure or structures, or the introduction of visual, audible, or atmospheric elements to a historic property, structure or structures, and will, therefore not result in any changes in the character or use of any historic property in accordance with the Illinois State Resources Preservation Act, IL Rev. Stat. 1987, Ch.127, Par. 133C 21 (P.A. 86-707).
21. Training institutions receiving WIOA reimbursement which are also eligible for PELL funding that systems have been established to verify and assure that "double billing" does not occur for participants who receive PELL Contracts and PELL will be considered first as a source of payment to the customer for educational – related expenses.
22. Neither the Service Provider nor any substantially owned affiliate company of the Service Provider is participating or will participate in an international boycott, as defined by the U.S. Export Administration Act of 1979 or as defined by regulations of the U.S. Department of Commerce, promulgated pursuant to the Act.
23. This Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting Agreements to individuals who are in default on an educational loan.
24. If any person employed by the Service Provider has been convicted of a felony, at least one year has passed since completion of sentence as of the effective date of this Agreement.
25. The Service Provider agrees to comply with other program rules, regulations, policies and procedural requirements as may be promulgated by the MCETD.
26. The official name of the nationwide system of providing employment and training through the Workforce Innovation and Opportunity Act (WIOA) partnership and various other federally-sponsored programs is the America's Workforce Network. To help launch this concept, the Service Provider may be required to use the America's Workforce brand identification on all public materials, press releases, brochures, advertisements or reports describing projects or programs funded in whole or in part with Federal money.
27. This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-208, which provides priority of service to veterans, and spouses of certain veterans for receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

STATE OF ILLINOIS
REQUIRED CERTIFICATIONS

The Service Provider makes the following certifications as a condition of this agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this agreement. Service Provider's execution of this agreement shall serve, as its attestation that the certifications made herein are true and correct.

1. **Compliance with Applicable Law** The Service Provider certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this contract.
2. **Unemployment Insurance** Service Provider certifies that:

_____ It has an Illinois Unemployment Insurance Account Number and that said number is

_____ or

X It does not have an Illinois Unemployment Insurance Account Number for the following reason(s):

If the Service Provider has an Illinois Unemployment Insurance Account Number, it certifies that it is not delinquent in the payment of Unemployment Insurance contributions, payments in lieu of contributions, penalties and or interest, nor does it owe any sums to the Department of Employment Security, because of overpaid unemployment insurance benefits. Service Provider further certifies that the Service Provider's Federal Employment Identification Number (FEIN) is the same number that Service Provider has supplied for unemployment insurance purposes changes, the Service Provider will immediately notify the Department of Employment Security of the new FEIN, in writing, by telefacsimile sent in care of the Office of Legal Counsel at (312)793-2164, with such notice to include reference to the agreement number assigned the agreement, upon receipt of such notice, all further payments under this agreement shall be processed under the new FEIN. Service Provider hereby acknowledges that to the extent allowable by applicable federal laws and regulation, the State shall have the right and the Service Provider authorizes the State to withhold from any sum or sums due otherwise payable to this agreement the overpaid benefits under the Unemployment Insurance Act, and may apply the amount so withheld toward satisfaction of any such past due contributions, payments in lieu of contributions, penalties and or interest or overpaid benefits.

3. **Bid-Rigging/Bid-Rotating** The Service Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/3-31 E-4).
4. **Default on Educational Loan** The Service Provider certifies that this contract is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.
5. **Americans with Disabilities Act** The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 3 4.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this agreement, the Service Provider certifies that services, programs and activities provided under this agreement area, and will continue to be, in compliance with the ADA.

6. **Drugfree Workplace Act** The Service Provider certifies that:

- ☐ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this agreement.
- ☐ That the purpose of this grant is to fund solid waste reduction.
- ☒ It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this agreement, or
- ☐ That it is individual.

If either of the first two options is checked, this agreement is not subject to the requirements of the Act.

If either of the last two options is checked and the amount of the agreement is five thousand dollars (\$5,000.00) or more, the service Provider is notified that the Drugfree Workplace Act (30 ILCS 580/1 et. seq.) is applicable to this agreement and the Service Provider must comply with the terms of said Act, as set forth below.

Service Provider will provide a drugfree workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Notifying the employee that, as a condition of employment non such agreement, the employee will abide by the terms of the statement and notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the Service Provider's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.
- Providing a copy of the statement required to each employee engaged in the performance of the agreement and to post the statement in a prominent place in the workplace.
- Notifying the Local Workforce Area with then (1) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- Imposing a sanction on or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If the Service Provider is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

7. **Anti-Bribery** The Service Provider certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Service Provider or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500 et. seq.).
8. **Discrimination/Illinois Human Rights Act** The Service Provider certifies that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act. It will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action and that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.
- The Service Provider further certifies that, if applicable, it will comply with “An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works.” (775 ILCS 10/0.01 et. seq.).
9. **Sexual Harassment** The Service Provider certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: the illegality of sexual harassment; the definition of sexual harassment under State law; a description of sexual harassment, utilizing examples; the Service Provider’s internal complaint process including penalties; the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; directions on how to contact the Department of Commission; and protection against retaliation as provided the Illinois Human Rights Act (775 ILCS 5/1-105 (b)(5)). A copy of the policies shall be provided to the Department upon request.
10. **International Anti-Boycott Certification** The Service Provider hereby certifies that neither the Service Provider nor any substantially owned affiliate company of the Service Provider is participating in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce promulgated pursuant to that Act (30 ILCS 582/1 et. seq.).

**MADISON COUNTY
EMPLOYMENT & TRAINING DEPARTMENT
WIOA TIME SHEET**

Attachment A

Pay Period: _____

DATE	TIME IN	30 Minute LUNCH * (UNPAID)		TIME OUT	TOTAL HOURS WORKED
		Time Out	Time In		

Maximum Hours _____ Total Hours Worked _____

SOCIAL SECURITY NO.: (Last 4 digits)

TITLE: _____

EMPLOYEE'S NAME:

WORKSITE:

JOB TITLE:

* Please note:

A participant working more than 5 hours during the workday
Is required to take an unpaid 30-minute lunch break.

The **Supervisor** must complete the WIOA timesheet.

PLEASE CHECK EACH TRAIT:

<u>EVALUATION</u>	<u>GOOD</u>	<u>AVERAGE</u>	<u>POOR</u>
Punctuality	_____	_____	_____
Motivation	_____	_____	_____
Progress	_____	_____	_____
Work Relations	_____	_____	_____
Cooperation	_____	_____	_____
Personal Appearance	_____	_____	_____
Attitude	_____	_____	_____

COMMENTS: _____

Employee's Signature

Supervisor's Signature

Revised 03/08/2021