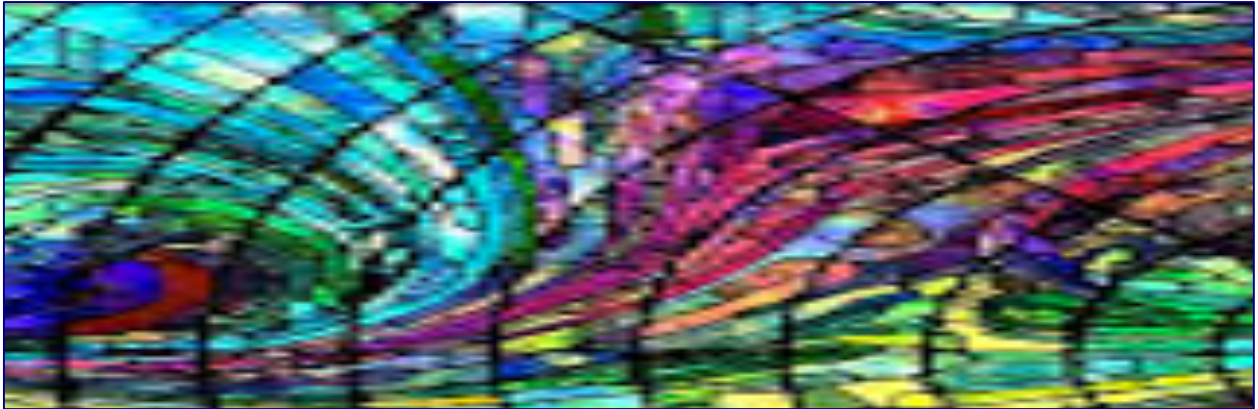




**International Pre-Diabetes Center Inc.**  
Diabetes Self-Management & Prevention Education



# **IPDC –SCSEP Policy/Procedure HANDBOOK**

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### SECTION 1.1 – DURATIONAL LIMIT POLICY

#### INDIVIDUAL DURATIONAL LIMITS (IDL) – IPDC POLICY

IPDC- SCSEP Adopts DOL <u>Option 1</u> : IDL	<b><i>Option 1: No extensions for any participants; all participants exit at 48months</i></b>
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**POLICY:**

- IPDC Adopts Maximum Individual Participant Duration - 48 Months
  - (1) Eligible individuals may participate in the program for a maximum duration of 48 months in the aggregate (whether or not consecutive) or the date of the individual's enrollment in the program.
  - (2) At the time of enrollment, the **grantee** or **sub-recipient** must inform the **participant** of this time limit; no extension under **paragraph (b)** of this section for **participants** to unsubsidized employment; other assistance before the

**maximum enrollment duration has expired. Provisions for transition must be reflected in the participant's IEP**

- IPDC provides 30-day written notice to participants prior to durational limit exit from the program.

**(3) The Maximum Average Project Duration - 27 Months**

- Maintain average project duration of 27 months or less, unless ETA approves an extension to 36 months.

## **SECTION 1.1 - DURATIONAL - LIMITS - PROCEDURE**

IPDC allows participants to participate in the program no longer than 48 months (whether or not consecutively), No extensions for any participants; all participants exit at 48months

### **PARTICIPANT INSTRUCTIONS: IPDC DURATIONAL LIMITS:**

IPDC notifies participants of our policy pertaining to the maximum duration requirement, at the **time of enrollment and each year thereafter**, and whenever ETA has approved a change of policy.

Durational Limits: Under U.S. Department of Labor regulations, the maximum time limit for SCSEP enrollment is 48 months and IPDC has adopted 48 months as the maximum time limit.

Therefore, IPDC –SCSEP:

Informs participants of their intent to honor the U.S. Department of Labor regulations, that the maximum time limit for SCSEP enrollment is 48 months from the date of the individual's formal enrollment in the program.

No participants can be given an extension beyond the 48-month time limit for SCSEP participation.

IPDC-SCSEP is designed to work with participants to transition into permanent un-subsidized employment in an average time-frame of 24 months or less: from the date of the individual's formal enrollment in the program. Although IPDC- SCSEP recognizes that there may be some participants that may take more than 24 months to secure employment, and for these participants IPDC-SCSEP will provide additional support as indicated in IEP towards gainful un-subsidized employment.

## **PROCESS**

The SCSEP is a tool to use as a gateway to regular unsubsidized employment. When an enrollee becomes employed in an unsubsidized employment opportunity the enrollee will:

- Alert the SCSEP Career Planner(s) immediately.

The following detailed information will be collected about that opportunity:

- What company are going to work for, when do you start, what is your title, what are your wages,
- Is the position full time or part time and are there fringe benefits?

You will also be provided support in the form of “follow - up” for one year after the date of exit to unsubsidized employment.

Follow up occurs in the form of telephone calls, letters and emails. The inquiry that is made is related to your employment.

1. Are you still working
2. Has your title changed
3. Have your hours increased
4. Are there benefits
5. Are you still earning the wage previously reported

Follow Up Occurs every 30 days, special attention is paid on the quarterly dates of:  
January 01 - April 01 - July 01 - October 01

Another feature of follow up is that if you become unemployed, we can assist you with career services.

It is important to communicate the with the SCSEP Career Planner(s) about your employment needs.

It is important to participate in the follow up process as your reported success assists in allowing the program to continue to receive the funding.

### **Transition Services: IPDC - POLICY**

IPDC has a system to transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired

**Begin transition planning for participants who will exit for durational limit at least 3-6 months prior to their exit date. Twelve (12) months prior to the exit date the grantee outlines instructions for their transition strategy**

## SECTION 1.2 – TERMINATION: IPDC- POLICY

### **POLICY:**

- **IPDC Provides a 30-day - written notice for all involuntary terminations that states the reason for termination and informs the participants of grievance procedures and right to appeal.**
- **IPDC Maintains written termination policies in effect and provide to participants at enrollment:**

**Written termination policies are in effect and provided to participants at enrollment for:**

### **Involuntary Termination Including:**

1. Provision of false information
2. Incorrect initial eligibility determination
3. Income ineligibility determined at recertification
4. Participant has reached individual durational limit
5. Participant has become employed while enrolled

### **Termination For Cause**

(A for-cause termination policy must be approved by the Department prior to implementation)

### **IEP-related termination**

IEP terminations are based solely on a participant's refusal to accept a reasonable number of job offers or referrals to unsubsidized employment (or to conduct a reasonable search for employment) consistent with their IEP, unless there are extenuating circumstances.

## SECTION 1.2 - TERMINATION - PROCEDURE

### **Involuntary Termination**

IPDC, to involuntarily terminate participants of the Senior Community Service Employment Program (SCSEP) for six reasons as detailed in the Older Americans Act of 2006 and the SCSEP Final Rules of September 1, 2010. Such terminations shall be subject to the applicable appeal rights and procedures as described in Section 641.580 of the Code of Federal Regulations for the SCSEP.

IPDC will provide technical assistance and training as necessary to all staff on the Involuntary Termination Policy prior to utilizing this option.

Except as noted below in cases of serious violations, participants will receive progressive discipline, and an opportunity for corrective action, before a formal termination notice is issued.

In all cases, participants will receive a 30-day notice of termination letter informing them of their exit date, reason for termination, and the right to appeal under the IPDC grievance procedures.

A copy of the grievance procedure will be attached to the termination letter.

Participants will receive both a copy and a verbal explanation of the IPDC Involuntary Termination Policy during their orientation.

A participant in the SCSEP may be involuntarily terminated for the following:

## **Involuntary Termination - Reasons**

### **1. Provision of false information**

Knowingly providing false information in the eligibility process.

A participant may be terminated for fraudulent actions, such as intentionally providing inaccurate information to be deemed eligible for the SCSEP. Should such action occur, the participant will be placed on leave without pay immediately, and a 30-day notice of termination will be sent.

### **2. Incorrect initial eligibility determination**

Incorrect determination of eligibility. A participant will be terminated if found ineligible for participation in the SCSEP either after enrollment or after recertification through no fault of the participant. A participant may be enrolled or deemed eligible for continued enrollment based on an error in determining program eligibility, i.e. program income recorded or calculated incorrectly.

When such action occurs, the participant will be notified regarding the error and sent a 30-day notice of termination. The participant will be able to continue participating in the SCSEP until the exit date as noted in the letter.

### **3. Income ineligibility determined at recertification**

No longer meeting the eligibility criteria. Annually, or more frequently should there be substantial changes in circumstances, each participant is recertified for SCSEP participation to determine whether he or she continues to be eligible. During the recertification process, a participant may be determined ineligible for the SCSEP due to a change in the eligibility criteria such as income, family of one due to change in disability status, employment status, and number in household. The participant will be notified and immediately sent a 30-day notice of termination letter. The participant will be able to continue participating in the SCSEP until the exit date as noted in the letter, without pay.

### **4. Participant has reached individual durational limit**

**Reaching the 48-month maximum participation limit.** Once a participant reaches their 48-month maximum duration of enrollment, they will be terminated from the SCSEP. IPDC's SCSEP grantee policy for duration of enrollment states that no extension will be granted for participants who reach their 48 months duration of enrollment in the program.

Participants will be notified in writing six months prior to their durational limit that the date is coming and a transition and exit plan will be developed with the participant.

## **5. Participant has become employed while enrolled**

All participants are informed at enrollment that they may not be employed while participating in the SCSEP, and must notify their SCSEP staff immediately upon becoming employed. A participant who is found to be employed while enrolled in the SCSEP without having notified IPDC's SCSEP sub-grantee program staff of their employment will be terminated from the program. When such action occurs, the participant will be placed on leave without pay immediately, and a 30-day notice of termination letter will be sent.

## **Termination for cause:**

**Termination for cause, which includes refusing to accept a reasonable number** of job offers or referrals for unsubsidized employment, based upon the Individual Employment Plan (IEP), with no extenuating circumstances, which would cause a participant from transitioning to unsubsidized employment. There are several reasons for terminating participants "for cause". When warranted, a participant may be terminated for specific behaviors and/or conduct.

The following are specific instances; however, other similar behaviors which demonstrate willful misconduct or an intentional disregard of program rules may cause involuntary termination:

- IPDC has determined that three (3) attempts to place a participant at a Host Agency is a reasonable number of attempts for a training assignment or a transition to a new Host Agency.
  - Three (3) refusals by a participant to accept a new Host Agency assignment, three (3) Host Agency refusals to accept a participant, or a combination of the two situations, is grounds for termination for cause (without extenuating circumstances) within the perimeters of item #6 termination for cause.
- Refusal to cooperate with the development of an IEP.
- Sabotaging a job interview, such as a participant telling the interviewer that he or she is not interested in the job, tells interviewer they are not qualified, or that they cannot start when

the employer would like them to start.

- Refusing to transfer to a new community service training assignment.
- Refusing or not participating fully in training opportunities.
- Refusing to take advantage of WIOA or other grant funded training opportunities.
- Refusing to accept or lack of follow through in obtaining supportive services which will enhance the participant's ability to participate in a community service assignment consistent with the IEP
- Refusing to cooperate with other IEP related referrals.
- Examples of lack of cooperation with IPDC- SCSEP sub-grantee staff to accomplish IEP service strategies may include but are not limited to the following when provided for in the participants IEP: b. Non-IEP related reasons:
  - Refusal to cooperate in establishing eligibility or recertifying eligibility such as refusing to provide required documentation to determine continued eligibility or refusing to attend or be available for the recertification appointment.
  - Failure or refusal to perform community service assignment duties, i.e. without good cause to perform assignments which are part of the training description and required to increase skills and knowledge.
  - Falsification of official records, such as timesheets or other official documents, including hours on a timesheet that are not accurate.
  - Intentional disclosure of confidential or private information obtained from the host agency, grantee, or sub-grantee, such as informing others of information that is supposed to be kept private or confidential.
  - Frequent tardiness or unauthorized absences, including reporting to the assignment late or not reporting to the assignment and not informing the supervisor. Three absences without good cause or without proper notice will warrant termination.
  - Insubordination, as defined by intentionally refusing to carry out the direction or Instructions of a host agency supervisor or IPDC-SCSEP sub-grantee staff, provided there were no extenuating circumstances and the directions or instructions were reasonable.



- Workplace harassment or discrimination on the basis of sex, gender identification, race, color, religion, national origin, age, marital status, or disability.
- Obscene, abusive, harassing, or threatening language or behavior.
- Physical violence or intentional destruction of property, such as being violent or threatening to or carrying out threats that physically harm individuals or property.
- Theft, meaning illegally taking or withholding the property of another without permission.
- Causing an imminent threat to health or safety of self or others.
- Non-compliance with drug and alcohol free policy, which prohibits participants from consuming, selling, purchasing, manufacturing, distributing, possessing or using any illegal or non-prescribed drugs or from being under the influence of alcohol and or drugs while performing their host agency assignment or while carry out objectives required by the IEP.  
Legally prescribed medications are excluded if they do not affect the participant’s ability to perform his or her duties or protect the safety of the participant or others.
- Exceeding approved leave without pay by failing to return from an approved break by the required date without due notice of good cause. For Cause Terminations that Require Immediate Removal from Host Agency and Leave Without Pay Pending Termination When a participant’s violation of the IPDC- SCSEP grantee policy is of a serious nature, immediate action to remove the participant from the host agency may be required. In this instance, the participant will be placed on leave without pay and a written 30-day notice of termination letter will be sent. Examples of circumstances warranting immediate removal from the host agency and leave with pay include but are not limited to:
  - Gross misconduct such as violating the IPDC- SCSEP grantee drug and alcohol policy or intentionally endangering the lives of themselves or others.
  - Violence, including but not limited to physical or verbal violence at the training site.
  - Willful destruction of IPDC- SCSEP grantee, sub-grantee, or host agency property.
  - Theft of IPDC-SCSEP grantee, sub-grantee, or host agency property.

### **Participant Corrective Action and Warning**

A participant will be given an opportunity to correct his or her behavior or conduct, or their failure to comply with the IEP requirements, except in cases involving serious harm or imminent threat to health, safety, property, etc. At any point, if a participant makes

positive efforts or the participant's lack of action is justified, corrective action will be discontinued.

The following steps for correction action will be taken:

**Step 1: First Formal Warning** If a participant displays behavior or conduct outlined in the reasons for "for cause" terminations or refuses to comply with the IEP requirements, the participant will be given a verbal warning and counseled to correct his or her actions. Absent extenuating circumstances, the participant will be verbally informed of the requirement to correct his or her behavior or conduct. This warning will be documented in case notes

**Step 2: Second Formal Warning** When a participant for a second time displays behaviors or conduct outlined in the reasons for "for cause" terminations or refuses to comply with the IEP requirements, the participant will be verbally warned and counseled to correct his or her actions. Absent extenuating circumstances, the participant will receive written notification that he or she has 30 days from the date of the notice to correct their behavior or conduct. In the case of an IEP violation, the participant may be directed to complete specific IEP related tasks.

The written notification will include a statement that failure to make improvement or complete the IEP related tasks will result in termination. This verbal and written warning will be documented in case notes.

**Step 3: Termination** When a participant does not make improvement in his or her actions OR, for third time, displays behavior or conduct outlined in the reasons for "for cause" terminations, the participant will be verbally notified and a letter will be sent notifying the participant that he or she will be exited in 30 days from the date of the letter.

## SECTION 1.3 GREVIANCE POLICY

### Participant Right to File a Grievance

Participants always have the right to appeal any corrective action or termination using IPDC's grievance procedure (found in the Participant Handbook). The participant also has the right to appeal the IPDC's decision

IPDC – SCSEP maintains a formal grievance procedure to receive, investigate and resolve grievances and to conduct hearings in order to settle disputes arising out of SCSEP programs

Grievances can be brought by any individual or organization including, but not limited to, program participants, contractors, one-stop partners, applicants seeking participation or financial assistance, labor unions and community-based organizations; or from administrative staff of the IPDC

Where the alleged violation of the funding source or regulation is also an alleged violation of another law, regulation or agreement, nothing in this grievance procedure shall preclude an individual or an organization from filing a grievance under such other law or agreement with respect to the cause of action; as well as filing a grievance under the provisions herein. In the case of participants who are receiving services under funding sources received from SCSEP, every individual prior to entering employment or training is informed of his/her rights and benefits in connection with same.

Each participant receives a written grievance procedure including a notification of their right to file a grievance and how to do so.

**Every employer of training participants will notify their participants of the scope and availability of procedures for grievances relating to terms and conditions of employment.**

An employer grievance system shall provide for, upon request by the grievant, a review of an employer's decision by the IPDC Board.

The identity of any person who has furnished information relating to, or assisting in, an investigation of a possible violation of the funding source shall be kept confidential to the extent possible, consistent with the fair determination of the issues

### **DEFINITION: GRIEVANCE:**

**A grievance is defined as an expressed dissatisfaction or dispute between a trainee, the host agency and/or the Senior Community Service Employment Program (SCSEP).**

**Any trainee grievance shall follow the steps as outline below per IPDC Grievance Policy**

The grievance process intends to address the disposition of complaints by SCSEP Trainees or persons authorized to act on their behalf against the SCSEP and employees or volunteers.

Grievances shall be expressed in writing, stating the facts of the situation, the alleged mistreatment, or deficiency, and if appropriate, the relief sought. Informal resolution of a complaint before it becomes a grievance is encouraged.

### **CONFIDENTIALITY:**

This process will be confidential to protect Trainee's rights to

privacy. Only information relevant to the complaint may be released to the responding party without the Trainee's consent.

Complaints may involve, but not be limited to, any or all of the following:

- (1) Amount or duration of SCSEP training.
- (2) Denial or discontinuance of SCSEP training.
- (3) Dissatisfaction with any aspect of IPDC-SCSEP or Host Agency.

## **SECTION 1.3 IPDC-SCSEP GRIEVANCE PROCEDURE**

### **INFORMAL**

#### **Step 1:**

Any individual having a grievance alleging a violation of IPDC's SCSEP funded programs, regulations, grants or other agreements, should first attempt to resolve the issue with his/her immediate host agency supervisor.

Participants involved in on-the-job experience programs should first seek resolve with his/her employer.

#### **Step 2:**

If resolution of the grievance is not accomplished at Step 1, the grievant should next attempt a resolution with the appropriate Coordinator for the IPDC -SCSEP. Contact (818) 714-2066 for the name of this person.

### **FORMAL**

#### **Step 3:**

If satisfactory disposition cannot be agreed upon at Step 2, a formal, written grievance can be filed with the Executive Director of the IPDC-SCSEP.

- A. All grievances related to programs funded by SCSEP are required to be filed within one year of the date of the alleged occurrence.
- B. All grievances shall be in writing and contain, to the extent practicable, the following information:
  - 1) The full name, address, and telephone number of the party/parties filing the grievance.

2) The full name and address of the party against whom the grievance is made, or other information sufficient to identify the party against whom the grievance is made.

3) A clear and concise statement of the facts, as alleged, including the pertinent dates,  
constituting the alleged violation.

4) The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated; and

5) The relief requested.

C. If informal resolution is not mutually agreed upon, the grievant may request a hearing.

Summary of Timelines for a Hearing:

Step 1: in 5 days

Step 2: in 10 days

Step 3: in 15 days

1) A hearing is not required at this step if the grievance can be resolved without one.

2) If a hearing is to be conducted, the grievant party against whom the grievance is made will be provided written notice of the date, time, and place of the hearing on the matter and of the opportunity to present evidence, including witnesses. The notice of the hearing shall indicate the nature of the violations, which the hearing covers. **Notice shall be given not less than ten calendar days prior to the hearing on the matter.**

D. A written decision shall be issued by the IPDC - SCSEP Board and shall include the following information:

1) Date, time, and place of hearing (if held);

2) Names and addresses of all witnesses called by the parties;

3) Name and address of the grievant;

4) Name and address of the party against whom the grievance is made

5) Information sufficient to identify all evidence presented;

6) A reiteration of the issues raised;

7) A determination of the facts;

8) An analysis of the issues as they relate to the facts;

9) A decision addressing each issue; and

10) If a response to the grievance is not received within the time prescribed, or should either party be dissatisfied with a decision, there is a right to an appeal to the IPDC -SCSEP

E. The grievance may be appealed to the DOL program office

### **Participant Instructions:**

If you do not receive a satisfactory answer through the informal resolution process, you should take the following actions:

1. If you and your career coach are unable to resolve the complaint or grievance informally, then you should write a letter to the career coach within 30 calendar days of the incident.
2. The letter must identify the person against whom you are filing the grievance; the nature of the grievance including specific date(s) and incidents(s); the basis for the grievance, e.g., race discrimination; actions you have taken to resolve the grievance; and your desired remedy to satisfy your grievance.
3. Your career coach will respond in writing to your complaint or grievance within 10 working days of receiving the letter.
4. If the complaint alleges discrimination and/or a violation of civil rights law, the complaint must be filed with the Civil Rights Center at the U.S. Department of Labor: Director of Civil Rights United States Department of Labor Room N-4123 200 Constitution Avenue NW Washington, DC 20210.
5. If you accept the career coach's response, the procedure is complete. If you are still not satisfied with the career coach's response, the following actions may be taken: you should write to the IPDC-SCSEP director within 30 calendar days of the letter from the career coach. The letter must detail the incident and the steps you have taken to resolve your complaint or grievance, including a copy of the original grievance letter and response. The IPDC-SCSEP director will confer with the affected parties and respond in writing, within 30 calendar days of receipt of your letter, with her/his decision. If you accept the IPDC-Director's response, the procedure is complete.

If you are not satisfied with the decision, you may appeal to the U.S. Department of Labor. You must send a copy of the final determination, your statement of appeal, and any supporting documentation within 30 calendar days of the letter from the program director to:

U.S. Department of Labor, Employment and Training Agency, DNPTTA, Division Chief, Steven Rietzke, 200 Constitution Avenue NW, Washington, DC 20210.

6. IPDC's determination will be final unless allegations of violations of Federal law are determined to be substantial and credible and thus will be investigated and addressed under IPDC's grievance procedure and the U.S. Department of Labor will not review final determinations.

DOL will review if the complaint alleges violations of laws other than anti-discrimination laws, and the complaint cannot be resolved within 60 days of correspondence with IPDC. In addition, all involuntary terminations will be subject to the IPDC grievance policy and the 30-day termination letter will include language informing you of the appeal process.

## **DOCUMENTATION OF GRIEVANCE**

- This action will be documented in case notes.
- Maintain documentation of the provision of complaint procedures to participants
- IPDC-SCSEP maintains documentation of eligibility determinations and re-certifications.
- IPDC maintains documentations of terminations and reasons for termination.
- IPDC maintains records of grievances and outcomes.
- IPDC and SCSEP staff are responsible for updating all documents containing information about grievance procedures.
  - i. Written notice explaining the reason for termination must be given to the participant 30 days before the participant's services are terminated.
- The 30-day written notice is required for all termination reasons.
- Termination notice must provide the participant information about the grievance procedure.
  - i. IPDC and SCSEP staff must update all documents containing information about termination procedures in accordance with CFR requirements