

Exhibit F-1

- **Community Services Consortium Financial Procedures Manual**

COMMUNITY SERVICES CONSORTIUM

FINANCIAL PROCEDURES MANUAL

Prepared by Debbie Jackson, Finance Director

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I. INTRODUCTION

Subject: CSC Finance Department INTRODUCTION	Section 1 Page 1 of 1
Policy:	

This manual is prepared for use by Community Services Consortium staff and other interested parties.

The purpose of this manual is to:

1. Provide policies and procedures detailing the method for carrying out Community Services Consortium fiscal operations.
2. Provide the basis for maintenance of internal controls and assuring conformity with generally accepted accounting principles and governmental accounting standards.
3. Provide guidance and direction concerning compliance with granting agencies' accounting and reporting requirements.
4. Provide a means for acquainting Community Services Consortium staff with accounting principles and techniques as well as providing a basis for conducting personnel training in financial operations.

The manual is not intended as a substitute for granting agencies' issuances providing guidance on grantee accounting and financial control techniques. It describes general and fiscal management systems employed by Community Services Consortium for the purpose of maintaining control over fiscal operations and rendering satisfactory accounting in accordance with applicable guidelines.

**a. DEPARTMENT OBJECTIVES AND
STANDARDS**

A. ADMINISTRATIVE OBJECTIVES – CODE OF ETHICS STATEMENT

The mission of the Finance Department includes significant efforts to promote ethical conduct in the practice of financial management and to protect and secure the assets of our organization. The following principles reinforce our responsibilities to our employer, our clients, the public, and other stakeholders.

Members of the Finance Department will:

1. Act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships.
2. Provide information that is accurate, complete, objective, relevant, timely and understandable.
3. Comply with rules and regulations of Community Services Consortium, federal, state, and local governments, and other appropriate private and public regulatory agencies.
4. Act in good faith; responsibly; and with due care, competence, and diligence, without misrepresenting material facts or allowing one's independent judgment to be subordinated.
5. Respect the confidentiality of information acquired in the course of one's work except when authorized or otherwise legally obligated to disclose. Confidential information acquired in the course of one's work will not be used for personal advantage.
6. Share knowledge and maintain skills important and relevant to our organizations' needs.
7. Proactively promote ethical behavior as a responsible partner among peers, in the work environment, and in our community.
8. Achieve responsible use of and control over all assets and resources employed or entrusted to our organization.

“Excerpted from Statement on Auditing Standards No. 99 “Consideration of Fraud in a Financial Statement Audit 2002, (AICPA)

B. FINANCIAL REPORTING, BUDGET, AND AUDIT POLICY

Financial Reporting

CSC Finance Department will issue annual financial statements on an organizational basis in compliance with generally accepted accounting principles, generally accepted governmental auditing standards, and grantor-based and other regulatory requirements.

Budget

CSC is a council of governments under Oregon Revised Statutes ORS 190 and is subject to the annual budget provisions of ORS 294.900 to 294.930. CSC Finance staff will assist the departments in preparing the annual budget by publishing a Budget Manual and the Adopted Budget.

Audit

As a municipal corporation in Oregon, CSC is required to have an annual financial statement audit under ORS 297.405 to 297.555 conducted by an independent certified public accountant (CPA) licensed by the state to perform municipal audits.

The annual audit process contributes to the integrity of Oregon local governments by requiring an independent review of fiscal affairs and assuring a reliable and complete financial report that can be used to evaluate the organizational performance.

C. CHECKLIST FOR INTERNAL CONTROL EVALUATION

Recognizing Warning Signs and Preventing Problem Situations

Why are consistent Internal Controls important?

1. Management decisions, financial reports, and company taxes rely on the accuracy of figures recorded.
2. Gives adequate control of dollars in and out.
3. Standardizes good management practices and procedures.

Advantages of improved Internal Control:

1. Can reveal errors and omissions
2. Discourages employee theft
3. Protects assets

How to use the checklist:

1. Review the concept for each internal control area and answer the questions following each section.
2. Each answer identifies an area that needs stronger internal controls.

I. SEGREGATION OF DUTIES

CONCEPTS:

- Certain accounting/bookkeeping functions are designed to cross-reference each other for accuracy. If the same person is responsible for multiple duties, the natural check and balance of the system is removed.
- *Trust is not the issue, verifying business transactions is.* Giving a single person unquestioned authority of your finances is not a wise business practice.

CHECKLIST (each "yes" answer identifies a potential problem area):

1. Is the person who handles your cash also responsible for recording the cash?
2. Does the person who pays or orders inventory also receive the materials?
3. Are two or fewer people responsible for the accounting function?
4. Is only one person responsible for reviewing financial statements each month?
5. Is your review of financial journals sporadic?

II. BANK RECONCILIATIONS

CONCEPTS:

- Bank statements can only flag discrepancies if they are reconciled on a *timely* basis. Reconciliations should be done once a month. Bank adjustments need to be tracked carefully from one month to another.
- Segregating duties is also important in this area. Reconciliations should be performed by one person and reviewed by another. Also, the person who writes the checks should not have the authority to sign checks.

CHECKLIST (each "no" answer identifies a potential problem area):

1. Do you review canceled checks and endorsements on a monthly basis?
2. Do you compare payroll checks with your current employee records?
3. Do you question funds transferred between bank accounts?
4. Do you track the number of credit card bills you sign per month?
5. Are bank reconciliations performed on a timely basis?
6. Is someone responsible for reviewing the reconciliations each month?
7. Do you verify reconciled items?
8. Does a separate person receive and open the bank statement prior to turning it over to the person who performs the bank reconciliation?

III. SUPPORTING DOCUMENTATION

CONCEPT:

- Enhances communications and serves as final checkpoint.

CHECKLIST (each "yes" answer identifies a potential problem area):

1. Do you ever sign blank checks?
2. Do you ever sign checks without original supporting documentation?
3. Do you ever sign checks without *canceling* supporting documentation?
4. Have funds ever been transferred between accounts without review or verification?
5. Do you ever sign checks for new business vendors without knowing or verifying their name and association with your company?

IV. EMPLOYEES/PERSONNEL

CONCEPT:

Know your employees and be aware of changes in behavior.

CHECKLIST (each "yes" answer identifies a potential problem area):

1. Are any of your employees extremely possessive of their work records and reluctant to share their tasks?
2. Are any of your employees apprehensive about vacations and time off, while always being the first in the office and the last out?
3. Have you noticed a substantial change of lifestyle in any of your employees?
4. Do any of your employees have a possible substance abuse problem?
5. Are any of your employees living beyond their means?
6. Have you ever hired an employee before checking references?
7. Do you permit your accounting personnel to work longer than a year without taking a vacation?

V. SAFEGUARDING ASSETS

CONCEPT:

Limit and monitor access to important documents and supplies.

CHECKLIST (each "no" answer identifies a potential problem area):

1. Are blank check stocks and signature stamps safely secured?
2. Do you restrictively endorse all checks when received?
3. Do you deposit cash and checks daily?
4. Do you maintain a list of office furniture, equipment, and company vehicles?
5. Do you have adequate insurance coverage for assets?
6. Are all systems backed upon a daily basis and is backup stored off-site?
7. Is there password restriction and security for all computer systems and programs?
8. Are passwords changed at least every six months?

III. GENERAL FINANCIAL POLICIES

Subject: CASH RECEIPTS

**Section III-A
Page 1 of 3**

Policy: To ensure that complete and accurate accounting is made of all cash receipts, disbursements, and balances.

Addressed to	Step	Procedures
	1. 2. 3.	<p>Standards:</p> <p>Timely cash requests to funding sources will be made to ensure that there is adequate cash on hand.</p> <p>To provide adequate control, duties will be divided among employees assigned responsibility for handling cash and keeping records of cash transactions.</p> <p>The bank statements will be received, unopened, by some employee other than those receiving or depositing cash receipts or authorizing, preparing, or signing checks. This employee will prepare the bank reconciliation immediately after receiving the bank statement.</p>

Subject: **CASH RECEIPTS**

Section **III-A**
Page 2 of 3

Policy: To ensure that all cash receipts are completely and accurately accounted for.

Addressed to	Step	Procedures
		<p>STANDARDS</p> <ol style="list-style-type: none"><li data-bbox="491 622 512 651">1. All cash receipts will be recorded immediately by a designated person. ("Cash Receipts" include checks, money orders, or other negotiable documents.)<li data-bbox="491 757 512 786">2. All cash receipts will be immediately submitted to Finance and deposited within 24 hours.<li data-bbox="491 869 512 898">3. A pre-printed, pre-numbered receipt will be prepared for all incoming revenues.<li data-bbox="491 965 512 994">4. All cash receipts will be deposited. No checks shall be cashed, and no substitution of checks or other documents shall be made for actual cash received.<li data-bbox="491 1099 512 1128">5. Compliance with all applicable federal, state and local laws and regulations shall be maintained.

Subject: **CASH RECEIPTS**

Section **III-A**
Page **3** of **3**

Policy: To ensure that all cash receipts are completely and accurately accounted for.

Addressed to	Step	Procedures
Receptionist	1.	All cash receipts must be logged at the main reception desk.
	2.	Endorse checks with the bank stamp.
Receptionist	3.	Reception will notify Finance when receipts have been logged.
Accounting Technician	4.	The receipts will include the following information:
	a.	Date
	b.	Payer name and address
	c.	Specify cash, check, money order, etc.
	d.	Check number
	e.	Account numbers and description
	f.	Amount
	g.	Signature of clerk and date processed
	5.	The yellow copy of receipt will go to the appropriate department for review and approval. The white copy of the receipt will remain on file in Finance.
	6.	Deposit Receipts
	a.	Complete deposit slip in duplicate.
	b.	Original copy of deposit is taken to the bank
	c.	Carbon copy of deposit slip is filed with receipts
	d.	Record deposits on Daily Cash Page.
	7.	Record receipts in the General Ledger
	a.	The data is entered through the journal titled Cash Receipts, directly from the pre-numbered receipts.
	b.	Prior to posting the transactions, the proof list will be balanced to the deposits.
Accounting Technician	8.	Reconcile cash receipts with the receptionist's log.

Subject: **CASH DISBURSEMENTS**

Section II-B-1
Page 1 of 1

Policy: **AUTHORIZATION DOCUMENTATION – Purchasing**

Addressed to	Step	Procedures
Dept. Head	1.	Departments must designate which employees are authorized as “purchasers”, and which employee(s) will be designated to assign account codes and give departmental approval.
Accounting	2.	Receive and date authorization lists.
	3.	Maintain a file of all authorizing and departmental signatures.
Governing Board	4.	Approve levels of authority for signatures for agency overall, with recommendations from the Executive Director and the Finance Director. These will be reviewed and updated periodically, and noted in the formal minutes of the board.

Subject: **PETTY CASH FUND**

Section **III-B-2**
Page 1 of 1

Policy: To facilitate making prompt and convenient payment for items less than \$20 except as authorized. The fund is to be used for small purchases, emergencies or in unusual circumstances.

Addressed to	Step	Procedures
Users	1.	The agency maintains several decentralized locations for petty cash funds, which have an authorized balance set for each custodian. Petty cash operates on the voucher/receipt system. The amount of each purchase may not exceed \$20.00, except with the approval of the office supervisor in unusual circumstances.
Custodian	2.	When cash is disbursed from the petty cash box, the advance is entered on a petty cash voucher (see attachment).
User/Custodian	3.	After the purchase has been made, the amount advanced and the total money returned are reconciled on the petty cash voucher. At this time, a receipt is attached to the petty cash voucher as proof of purchase or services rendered.
Custodian	4.	When the petty cash fund depletes, the account is balanced and the difference between the amount on hand and the authorized balance is reimbursed to the fund through a purchase order. (The amount reimbursed will always equal the amount spent.)
Custodian	5.	The account is reconciled by the Custodian.
	a.	The vouchers are totaled.
	b.	The amounts are coded to the corresponding expense categories and charged to the proper cost centers and a purchase order is issued.
	c.	The difference between the balance of funds on hand and authorized amount is the amount of the reimbursement check.
	d.	The disbursement receipts are attached to the reconciliation ledger.
Accounting Technician	6.	The reimbursement check will be made payable to "Petty Cash - Employee Custodian Name" for the total disbursement amount. The reimbursement check and the reconciliation ledger are taken to the Authorized Signer for signing.
Custodian	7.	The reimbursement check is taken to the bank to be cashed by the custodian.
Accounting Technician	8.	The reconciliation ledger, along with any receipts for purchases covered by the reimbursement check, is filed in a vendor file under "Petty Cash -Employee Name", located in the Finance Department.

Subject: ACCOUNTS PAYABLE

Section III-C-1
Page 1 of 1

Policy: AUTHORIZATION DOCUMENTATION

Addressed to	Step	Procedures
	1.	All claims submitted for payment must undergo a departmental review to insure their propriety. The review is the responsibility of persons handling accounts payable in each department.
	2.	The level of authorization will follow the current CSC Signature guidelines, which are updated periodically. (Sample Attached)
	3.	All claims submitted for payment must be properly coded and authorized using a purchase order.
	4.	Accounts payable checks will be processed on a weekly schedule.
	5.	Accounts payable disbursements outside of the regular weekly processing cycle may be requested with authorization of the Finance Director. These "hand-write" checks should be requested by a departmental authorized signer.
	6.	This procedure is intended to be used for emergencies or other circumstances that cannot be planned for in advance . These should be occasional requests rather than the normal method of disbursement.

Subject: ACCOUNTS PAYABLE

Section III-C-2
Page 1 of 3

Policy: PURCHASE ORDER PROCEDURES

Addressed to	Step	Procedures
Purchasers	1.	All Purchases will be made through the use of purchase orders and other approved forms. The purchase orders are pre-numbered consecutively and distributed in a series by Finance, to the departments, upon request.
	2.	The yellow copy of the Purchase Order must be submitted to Finance. Purchase Orders must be accompanied by an invoice.
	3.	Approval signatures must be on the forms, following the levels of the current CSC signature policy.
	4.	Selection of appropriate vendor price and specifications for items will be departmentally determined.
Accounting Technician	5.	Purchases: The purchase order and supporting documentation will be reviewed for accuracy and proper signatures. Purchase orders with errors may be returned to departments, if other methods of resolving discrepancies cannot be found.
	6.	Data enter accounts payable, verifying new Vendor information and tax identifying numbers through the use of Form W-9 where necessary.
	7.	Check expenditure code at time of data entry to verify that the coding matches the proper type of expenditure.
	8.	Proof and balance the Cash Disbursements Pre-list prior to posting accounts payable.
	9.	Review checks for accuracy against purchase orders and disburse checks with remittance advice or other detail sufficient to identify payments to the receiving vendors.
	10.	File check duplicate, purchase order and invoice in alphabetical order by vendor. Vendors with three or more payments will have a separate folder.
	11.	Log and distribute Accounts Payable Distribution report to department.
Department Coders	12.	Note any discrepancies on the report and return to the Finance Director.

Subject: **ACCOUNTS PAYABLE**

Section **III-C-2**
Page 2 of 3

Policy: **PURCHASE ORDER USE**

Addressed to	Step	Procedures
All Staff	1.	<p>The Purchase Order should be completed in the following manner:</p> <ul style="list-style-type: none">A. Vendor Name and AddressB. DateC. Tax ID numberD. Department name and specify location article will be sent toE. QuantityF. Description of each article ordered on list invoice numbersG. Cost of each article or invoice listedH. Total cost = quantity x unit costI. Total of cost columnJ. Authorized signer (designated by Department Head)K. Department head or designee should fill in Expenditure Code + amountL. Department approval and date.
	2.	<p>Top copy of Purchase Order should go to vendor. Yellow copy goes to Finance.</p>
	3.	<p>Invoices should be attached to Purchase Order If you are ordering and must prepay, Finance will need two copies of the order form. One will be sent with the check and one for the CSC records. This also applies to registration.</p>
	4.	<p>Before the P.O. is sent to Finance for payment, it should be logged into a Purchase Order log maintained by each department with the pink copy retained by the coders. The log should contain the following information:</p> <ul style="list-style-type: none">a. Date of P.O.b. P.O. numberc. Vendor named. Account codee. Dollar amountf. Description

Subject: ACCOUNTS PAYABLE

Section III-C-2

Page 3 of 3

Policy: PURCHASE ORDER USE, cont.

Addressed to	Step	Procedures
	5.	<p>When material or equipment is delivered by common carrier, always check the packing slip with what is received.</p> <p>Any discrepancies (wrong quantity, damaged freight, etc.), should be noted on the packing slip and the Delivery person should sign off to that effect. The packing slip should be sent to Finance along with the P.O. and the original invoice.</p>
	6.	<p>Section III-C-3 contains a sample copy of a purchase order.</p>

Subject: ACCOUNTS PAYABLE

**Section III-C-3
Page 1 of 1**

Policy: PURCHASE ORDER USE, cont.

Sample Purchase order goes here.

Subject: **PAYROLL PROCEDURES**

Section **III-D**
Page 1 of 3

Policy: To accurately pay all amounts due to employees of Community Services Consortium and work experience participants.

Addressed to	Step	Procedures
		<p>PAYROLL MASTER RECORDS</p> <p>To maintain an accurate listing of all employees for the purpose of preparing payroll checks and providing data used for tax and fringe benefit purposes.</p> <p>STANDARDS:</p> <ol style="list-style-type: none">1. All personnel actions will be documented and authorized by the Supervisor, Department Director and the Human Resources Manager using the Personnel Action Form (PA).2. For new hires, the W-4 form, I-9 form, and all other appropriate fringe benefit forms will be completed and submitted to Payroll.3. Employee status changes for appointment, transfer, promotion, demotion, dismissal, change of salary rate, leave of absence and other temporary or permanent changes must be reported to the Human Resources Manager in writing on a Personnel Action Form (PA).4. All Personnel Action changes shall be submitted to Payroll before the end of the pay period in which they are to take effect. <p>PAYROLL PERIOD</p> <ol style="list-style-type: none">1. To establish a definite time frame for payroll operations.2. CSC pays employees on a semi-monthly basis. Checks cover the period from the first to the fifteenth day of the month; and from the sixteenth to the last day of the month.3. Checks will be issued on the 15th day of a month for the pay period covering the 16th through the end of the previous month. Checks will be issued on the last day of the month for the pay period covering the 1st through the 15th of the same month.4. If a payday falls on a weekend or a holiday, checks shall be issued on the last working day before the weekend or holiday.5. Time sheets shall be submitted by 5:00 PM on the third working day after the end of a payroll period.

Subject: **PAYROLL PROCEDURES, cont.**

Section **III-D**
Page 2 of 3

Policy:

Addressed to	Step	Procedures
		<p data-bbox="662 481 933 515">PAYROLL CHECKS</p> <p data-bbox="662 548 1428 616">To accurately pay all amounts due to employees of Community Services Consortium and work experience participants.</p> <ol data-bbox="486 716 1380 985" style="list-style-type: none"><li data-bbox="486 716 1380 784">1. All employees must complete and submit a timesheet which accurately records work time and leave hours used.<li data-bbox="486 817 1380 884">2. All timesheets shall be signed by the supervisor and/or a department signer to authorize payment.<li data-bbox="486 918 1380 985">3. Payroll checks shall be processed following normal internal control procedures. <p data-bbox="662 1019 1037 1052">PAYROLL WITHHOLDINGS</p> <ol data-bbox="486 1120 1428 1702" style="list-style-type: none"><li data-bbox="486 1120 1428 1187">1. All withholdings required by law shall be deducted from accrued pay prior to disbursement of payroll.<li data-bbox="486 1220 1428 1355">2. A valid W-4 form must be on file before tax withholding can be made. If no W-4 form is filed with the CSC Finance Department, IRS regulations require the employer to withhold as if the employee is Single with no allowances.<li data-bbox="486 1388 1428 1456">3. All voluntary withholding deductions shall be properly authorized in writing prior to deduction from payroll.<li data-bbox="486 1489 1428 1556">4. All payroll deductions shall be recorded and paid in a timely manner.<li data-bbox="486 1590 1428 1702">5. Changes to payroll withholdings should be made infrequently, to reflect changes such as change in dependents, filing status and annualized income projections.

Policy:

Addressed to	Step	Procedures
		<p>FRINGE BENEFITS</p> <p>To properly enroll eligible employees in benefit programs and maintain accurate records.</p> <p>1. All benefits due to an employee shall be determined upon hire or change of status.</p> <p>2. Enrollment into benefit programs shall be completed and premium payments made on a timely basis.</p> <p>3. Detailed records shall be maintained of all benefit programs.</p> <p>LEAVE RECORDS</p> <p>To properly record accrual and use of leave time earned by each employee.</p> <p>1. Each employee shall accrue leave, as eligible at the approved length of service and FTE, according to CSC policy or appropriate federal and state statutes.</p> <p>2. All overtime or compensatory hours worked and any leave time used will be properly pre-authorized by the employee's supervisor.</p> <p>3. All exempt status employees will be awarded exempt employee leave annually based on current CSC policy.</p> <p>4. A record of each employee's leave hours will be maintained and updated each pay period.</p> <p>5. A conversion of excess sick leave hours shall be performed once annually at the end of the fiscal year for eligible employees choosing this option. Conversion will be made based on the current CSC conversion policy.</p>

Subject: **PAYROLL POLICIES, cont.**

Section **III-D-1**

Page **1** of **1**

Policy: **NEW HIRE PROCESSING**

Addressed to	Step	Procedures
Supervisor		Provide "new hire" packet of forms to employee and assist in completion. These packets are available from the Administrative Support Team at the Corvallis Office.
New Employee		Complete necessary forms and give to Supervisor.
Supervisor		Prepare Personnel Action form and forward, with all completed forms from employee, to Department Director.
Dept. Director		Review and authorize Personnel Action Form- Submit all necessary forms to the HR Manager.
HR Manager		Authorize Personnel Action. Review all forms for accuracy and establish end of Probationary Period date as 1 st or 16 th of appropriate month. Forward all necessary forms to Payroll.
Accounting Technician		Review all forms for accuracy and clarity. Set up employee master record with all pertinent rates of pay and deductions. Employees who work less than full time are paid their hourly rate. Submit applicable enrollment forms for PERS/OPSRP, insurance plans and deferred compensation. Maintain all payroll , tax and other withholding and fringe benefit records. Update as required. Forward all but Payroll (yellow copy) of Personnel Action form to HR Manager- Set up payroll files for timesheet and check copies for employee.

Subject: PAYROLL POLICIES, cont.

Section III-D-2

Page 1 of 1

Policy: RATE CHANGES

Addressed to	Step	Procedures
		Policy: An employee whose salary/pay rate changes within a pay period shall be paid an amount based on a pro-rated number of hours worked at each rate.
Dept. Director	1.	Review and authorize Personnel Action form indicating date and details of changes. Submit to HR Manager.
HR Manager	2.	Review and authorize Personnel Action form; submit to Payroll.
Accounting Technician	3.	Review forms and update employee master records.
	4.	
	5.	Review timesheet and calculate gross pay base on number of hours at old and new rates.
		Forward all but yellow copies of Personnel Action form to HR Manager. Yellow copy remains in Finance personnel file.

**Subject: PAYROLL POLICIES, cont.
ISSUANCE OF FINAL PAYCHECKS**

**Section III-D-3
Page 1 of 1**

Policy: Terminated employees will be paid based upon hours worked during the final pay period and will receive pay for vacation and compensatory hours accrued.

Addressed to	Step	Procedures
Supervisor	1.	Provide termination information to employee and prepare Personnel Action Form. Forward to Department Director
Department Director	2.	Review and authorize Personnel Action (PA) form; submit to HR Manager.
HR Manager	3.	Review and authorize PA form; submit to Payroll.
Employee	4.	Prepare final timesheet and submit to Supervisor.
Supervisor / Dept. Director	5.	Review and authorize timesheet. Submit to Payroll requesting termination check preparation.
Accounting Technician	6.	Review timesheet and PA form for accuracy.
	7.	Employees who work less than the full pay period are paid their hourly rate.
	8.	Determine accrued hours of vacation and compensatory leave time and calculate pay based on the hourly rate
	9.	Prepare final payroll check for last day of employment following BOLI guidelines: If an employee quits without notice – payment must be made within 5 business days, unless a regular payday falls within the 5 day period. If an employee quits with at least 48 hours notice , payment must be made on the final day worked. If an employee is terminated by the employer , or by mutual agreement, payment must be made no later than the end of the first business day after termination.
	10.	Remove employee from benefit programs as required. (Be sure all payments are processed before submitting PERS termination form.)

Policy:

Addressed to	Step	Procedures
Employees	1.	<p>Using standard format timesheet, the employee records hours claimed as follows:</p> <p>Exempt employees will report their total hours per category marking the exempt section at the top of the form.</p> <p>Non-Exempt employees will report their time in each category by the day <i>for each day in the time period.</i></p>
	2.	Hours worked will be reported on the "Regular Hours" line. Overtime/Comp hours will be reported on the separate line provided.
	3.	Overtime for non-exempt employees is after working 40 hours in a week. The defined work week begins on Sunday and ends on Saturday. Hours worked do not include any type of leave taken for purposes of computing overtime/compensatory time.
	4.	The "Total" line must equal the total hours worked plus leave hours claimed for each day. Timesheets must be totaled across and down before being submitted for payment.
	5.	Bereavement leave should be written in on the "other" line and should be clearly labeled.
	6.	Submit completed timesheet to Supervisor.
Supervisor	7.	Review for accuracy. Verify hours claimed and types of leave earned or taken. Submit to Department Director for authorized signature, if necessary.
	Department Director	8.
9.		Submit to Payroll for processing.

Subject: PAYROLL POLICIES, cont.

Section III-D-5

CALCULATION OF GROSS PAY (SALARIED/HOURLY)

Page 1 of 1

Policy: All employees will be paid for work performed and eligible leave time claimed based on timesheets submitted.

Addressed to	Step	Procedures
Accounting Technician	1.	Review Timesheet for compliance (completeness).
	2.	Determine Gross Pay due to employee.
	A.	Salaried – If employee’s hours equal the total number of pay period hours he/she will receive regular semi-monthly gross pay
	B	Salaried with unpaid leave – If a salaried employee does not have eligible leave s/he will not be paid for hours not worked. The gross pay will be calculated using the employee’s hourly rate.
C.	Hourly – Employees are paid based on an hourly rate for the total hours worked. Overtime hours will be calculated, if appropriate, by multiplying hours worked by 1.5.	
3.	CSC accrues “overtime hours” for non-exempt employees as compensatory time up to 40 hours, as approved by the supervisor. If total accrued compensatory time exceeds 40 hours, the excess hours will be paid at the employee’s hourly rate.	
4.	Unused “compensatory time” will be paid for on issuance of a final check, whether employee or employer initiated.	

Subject: PAYROLL POLICIES, cont.
**LEAVE TIME ACCRUAL CALCULATIONS – SICK,
 VACATION, HOLIDAY, COMPENSATORY LEAVE**

**Section III-D-6
 Page 1 of 2**

Policy: All regular and limited duration status employees will accrue leave time based on hours worked.

Addressed to	Step	Procedures
Accounting Technician	1.	Calculate all accruals using appropriate method below.
	A.	<p>Calculate hours to be converted from Sick Leave to Vacation Leave at the end of the fiscal year.</p> <p><u>SICK LEAVE</u></p> <p>Full time employees earn 4 hours per pay period. Part time employees will earn sick in proportion to their established FTE.</p> <p>Sick leave may be accumulated to a maximum of 960 hours.</p>
	B.	<p><u>VACATION LEAVE</u></p> <p>Accrual Rates for Full time employees are based on length of employment. Part time employees will earn vacation in proportion to their established FTE.</p> <p>0-4 years = 4 hours per Pay Period - 96 hours for 1 FTE 5-9 years = 5 hours per Pay Period - 120 hours for 1 FTE 10-14 years = 6 hours Per Pay Period - 144 hours for 1 FTE 15-19 years = 7 hours per Pay Period - 168 hours for 1 FTE 20+ years = 8 hours per Pay Period - - 192 hours for 1 FTE</p> <p>Use of vacation time is available at the beginning of the fiscal year, according to the schedule above and may be used in advance of periodic accruals, not to exceed the allowable amount for the fiscal year.</p> <p>Unused vacation leave, not to exceed ½ of the current year's earned vacation, may be carried over to the next fiscal year, but must be used within that next fiscal year.</p>
C.	<p><u>HOLIDAYS</u></p> <p>Full time employees shall receive one day of pay for each CSC scheduled holiday.</p> <p>Part time employees are eligible in proportion to their established FTE.</p>	

Subject: PAYROLL POLICIES, cont.
 LEAVE TIME ACCRUALS, cont.
 CALCULATIONS – SICK, VACATION, HOLIDAY, COMP

Section III-D-6
 Page 2 of 2

Policy:

Addressed to	Step	Procedures
	D.	<p>NOTE: An employee must work or use paid leave time on the last working day before, and the next working day after, a holiday in order to be eligible for the paid holiday. A holiday which falls during an unpaid leave will not be eligible for payment.</p> <p>COMPENSATORY LEAVE</p> <p>All non-exempt status employees may accrue compensatory time.</p> <p>Hours over 40 <u>worked</u> are over-time hours eligible for compensatory leave. Compensatory hours = overtime hours x 1.5</p> <p>NOTE: No employees may accrue over 40 hours. Hours above 40 will be paid at the employee's hourly rate.</p>

Policy:

Addressed to	Step	Procedures
Accounting Technician	E	<p>SICK LEAVE CONVERSION</p> <p>At the end of each fiscal year, employees will be offered a choice to convert a portion of their unused annual earned sick leave to vacation leave. If they so elect, the conversion will be 2 hours of sick leave to 1 hour of vacation leave, or a 2:1 ratio.</p> <p>1. To calculate Sick Leave hours eligible to be converted to vacation hours at the end of the fiscal year, the following formula will be used.</p> <p>Beginning balance of Sick Leave hours, each fiscal year + Sick Leave earned that FY - Sick Leave used that FY - <u>Beginning Balance</u> = Total Hours eligible for conversion</p> <p>2. The Finance Department will send out notifications of the hours eligible for conversion to each employee and their direct supervisor at the end of the fiscal year, with a response deadline (usually before the first payroll of the new fiscal year).</p>
Employee	3.	<p>In order to elect the conversion, the employee must respond to the notification from the Finance Department with a written (or electronic) designation of eligible hours with the total number of sick leave hours designated for the conversion to vacation leave.</p> <p>Eligible hours designated for conversion will be subtracted from Sick Leave balance at the 2:1 ratio and will be added to the Vacation Leave balance.</p>

Subject: PAYROLL POLICIES, CONT
AUTOMATIC DEPOSITS

Section III-D-8
Page 1 of 2

Policy: Payroll will electronically deposit payroll checks to an employee's own account upon written request.

ADDRESSED TO	STEP	PROCEDURES
Employee	1	Employee should complete the CSC Direct Deposit Request Form (see attached) and attach the appropriate voided check or bank deposit form specified. NOTE: The first payroll after turning in the request will be a "test transmission" to verify the data - the employee will still receive a payroll check. The second payroll will generate a pay stub only to report the direct deposit.
Accounting Technician	2.	Set up Direct Deposit flag in accounting system to create the Direct Deposit for the employee. Transmit the direct deposit information to the bank for all eligible employees. Next page <u>2</u> of <u>2</u> should be the Direct Deposit Request form.

Subject: PAYROLL POLICIES, CONT
AUTOMATIC DEPOSITS

Section III-D-8
Page 2 of 2

Policy: Payroll will electronically deposit payroll checks to an employee's own account upon written request.

CSC
Payroll Direct Deposit

I authorize CSC Finance department to electronically deposit my payroll check.

Employee Name: _____

Bank name: _____

Bank phone number: () _____ - _____.

_____ My account is a **checking** account and I have attached a VOID check for my account information.

_____ My account is a **savings** account and I have attached a bank encoded deposit slip for my account information.

*** Please note that the 2nd payroll after this form is received in Finance, the electronic deposit will begin.

Employee Signature: _____

Date: ___/___/_____

Subject: PAYROLL POLICIES, cont
PAYROLL CHECK DISTRIBUTION

Section III-D-9
Page 1 of 1

Policy: Maintain security over payroll checks from preparation to employee delivery

ADDRESSED TO	STEP	PROCEDURES
Accounting Technician	1	Maintain a current sorting form to summarize all locations.
	2.	After checks have been prepared, sort and batch checks using sorting form.
	3.	Special handling of specific checks should be noted on sorting form.
	4.	Batch checks to be picked up by authorized employee from other work locations.
	5.	Distribute checks to employee in main office after 8:00 am on payday.
	6.	Distribute participants' checks to the appropriate office.
	7.	No payroll check may be released to anyone other than the employee or an appropriate staff person without signed authorization from the employee or through an arrangement with payroll prior to payday.
	8.	Checks to be mailed to an employee will normally be mailed on the day before payday, when possible, but no later than payday.
	9.	Payroll will distribute staff Accounts Payable checks, newsletters, notices and other requested attachments to checks, when possible, if received in time for inclusion.

Subject: PAYROLL POLICIES, cont

Section III-D-10

EMPLOYEE PAYROLL DRAWS - EMERGENCIES

Page 1 of 2

Policy: To provide a payroll draw for staff between pay dates in an emergency or in the case of an unusual circumstance. Draws should not exceed two per fiscal year.

ADDRESSED TO	STEP	PROCEDURES
		Payroll draws generally should not exceed two times per fiscal year, except in very unusual circumstances.
Employee	1	Complete the CSC Payroll Advance Form and submit to supervisor for approval.
Supervisor	2.	Review and approve the employee request. Submit draw request to the HR Manager.
HR Manager	3.	Authorize draw request and submit to Payroll.
Accounting Technician	4.	Prepare accounts payable check in the next processing cycle (or with the Finance Director's approval, a handwrite checked may be prepared) Make a copy of the draw request and the accounts payable check for the Payroll file for the repayment deduction.
Accounting Technician	5.	Enter the appropriate miscellaneous deduction into the next paycheck to repay the advance. Prepare a copy of the paystub to attach to the accounts payable check to record the repayment of the advanced amount. The next page is the Payroll Advance Form.

Subject: PAYROLL POLICIES, cont EMPLOYEE PAYROLL DRAWS - EMERGENCIES	Section III-D-10 Page 2 of 2
Policy: To provide a payroll draw for staff between pay dates in an emergency or in the case of an unusual circumstance. Draws should not exceed twice per fiscal year.	

COMMUNITY SERVICES CONSORTIUM
PAYROLL ADVANCE FORM

PAYROLL ADVANCES SHOULD NOT EXCEED TWO PER FISCAL YEAR

I, _____, request the amount of \$ _____

For the following purpose: Please describe the nature of the emergency

I agree to have this advance deducted from my next paycheck.

Employee Social Security number: _____

Employee signature: _____ Date: _____

I approve the reason stated by the employee for the need of the advance and certify
 That the employee has worked sufficient hours to cover the amount of this advance.

 Signature of Manager/Department Director

 Date

 Human Resource Manager

 Date

3. SPECIALIZED POLICIES

Subject: Credit Card Use

Section IVB
Page 1 of 1

Policy:

ADDRESSED TO	STEP	PROCEDURES
	1.	CSC will determine which employees will be issued agency credit cards in their own name. These individuals will usually be restricted to the Executive Director, and Department Heads.
Department Head Or Designee	2.	Agency card holders may delegate usage of the credit card to other employees, but will remain responsible for reconciling all charges to their statement.
Employee	3.	Request check-out of credit card for specific duration/use.
Credit Card Holder	4.	Check out credit card to employee.
	5.	Provide written authorization for specific duration to employee.
Employee	6.	Return credit card to Credit Card Holder along with receipts for all expenditures charged on the card.
Credit Card Holder	7.	Reconcile all purchases made during billing cycle, complete Purchase Order and forward to Finance for payment.

Subject: PURCHASE OF FIXED ASSETS

**Section IVC-1
Page 1 of 1**

- Policy:**
1. Personal property with a value or \$2,500 or more will be included on the CSC property listing.
 2. Personal property purchases will require departmental approval. Funding source approval may be required for amounts between \$2,500 and \$5,000. Federal funding source approval is required for purchases \$5,000 and over or for any lower amounts specified in their funding source contracts.
 3. Purchases of property in excess of \$5,000 will require written competitive bids.

ADDRESSED TO	STEP	PROCEDURES
CSC Staff	1.	For those pieces of property needing funding source approval, submit a request letter to funding source. After written approval is received, purchase may be made, subject to competitive bidding. A copy of the written approval should be provided to the Finance Director. If the property is in excess of \$5,000, written competitive bids should also be included.
Finance Department	2.	Maintain a fixed asset inventory system.
	3.	Prepare an annual listing of the fixed assets and reconcile the balances to the accounting system.

Subject: RECORDING THE PURCHASE OF AND RESPONSIBILITY FOR FIXED ASSETS, CONT.

**Section IV-C-2
Page 1 of 1**

Policy: PURCHASE AND TRANSFER of FIXED ASSETS

ADDRESSED TO	STEP	PROCEDURES
Accounting Technician And/or IT Staff for computers.	1.	<u>Purchase of Fixed Assets:</u> Complete the CSC Equipment Update Form and send along with a copy of the purchase invoice and purchase order to the Finance Department. <ol style="list-style-type: none">1. Issue property tag number2. Enter description of property and other data into the Fixed Asset Inventory system in the accounting system. Where practical, a responsible employee's name will be assigned to the asset.
Assigned Staff	2.	<u>Change of location or Assigned Staff:</u> Update Equipment form and send to Supervisor for approval.
Supervisor	3.	Forward Equipment form to Finance Department.
Accounting Technician		Update location in the Fixed Asset Inventory.

Subject: DISPOSAL OF FIXED ASSETS.

Section IV-C-3

Page 1 of 2

Policy:

DISPOSAL of FIXED ASSETS.

1. Disposal of agency property will be at the discretion of the program manager with the following guidelines:
 - A. Agency property with a fair market value of \$5,000 or more paid from federal sources will need written funding source approval to be disposed of.
 - B. Property may be sold without formal competitive bidding if it is determined that a negotiated sale will result in increased revenue and the following conditions are complied with:
 1. Current market value of less than \$5,000, CSC may establish a selling price, advertise a sale, and sell to the first qualified buyer meeting the sale terms.
 - C. When the property is valued at \$5,000 or higher, the personal property must be offered for competitive written bid and be advertised in accordance to ORS 279.025 or be offered at public auction. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible bidder, all bids may be rejected and CSC may negotiate a sale subject to the following conditions:
 1. An appraisal of the market value of the property is obtained and documented and the negotiated sale price exceeds the market value; or
 2. The sale amount exceeds the highest bid received through the bidding or auction.
 - D. The proceeds from the sale of property will be remitted to the department from which it was disposed. The revenue must then be budgeted into the current year's operating funds in accordance with the Board adopted budgeting policies.
 - E. Records for property acquired with Federal funds shall be retained for 5 years after its final disposition.

Subject:	<p>DISPOSAL OF FIXED ASSETS.</p> <p style="text-align: right;">Section IV-C-3 Page <u>2</u> of <u>2</u></p>
	<p style="text-align: center;"><u>Request for Authorization to Dispose of Property:</u></p> <p>Assigned Staff should complete the CSC Equipment Disposal Form and send it through Departmental Approval into the Finance Department.</p> <p>Provide a brief explanation of why property is being disposed of.</p> <p>If property is being sold, include price being asked and how fair market value was obtained. If property was disposed of (given away, junked, etc), give explanation on why there was no value or why it was given away.</p>
Accounting Technician	<p>The Finance Department will look up historical cost data, equipment identification and necessary financial information to complete the forms.</p> <p>The completed forms will be forwarded to the Administrative Service Office to schedule for Governing Board Approval for amounts in excess of \$2,500 of historical cost.</p>
Admin Svcs	<p>The proposed disposal will be included in the next Governing Board agenda, and documentation of the approval to dispose of the asset will be furnished to the responsible department and also to the Finance Department.</p>

Subject: FIXED ASSET INVENTORY METHODOLOGY

Section IV-C-4

Page 1 of 1

Policy: Inventory is conducted by checking the tag number of every piece of property with the tag number on the property listing. Property inventory is conducted for all CSC offices and delegate agencies. Inventory will be conducted at June 30 year end

Property subject to inventory are fixed assets with a purchase cost of \$2,500 or higher and computer assets.

ADDRESSED TO	STEP	PROCEDURES
Accounting Technician	1.	Prepare a property listing, by location, from the Fixed Asset Inventory in the accounting system. Prepare a transmittal letter to the offices with instructions and time frames for completion of the physical inventory.
Personnel Taking Inventory	2.	Compare tag number on property with number on property listing. If there is no number on a piece of property, use description, model number, or serial number to correlate property with items listed on property listing.
	3.	Assess condition of property P Poor F Fair G Good E Excellent
	3.	Record any missing information on property listing.
	4.	Record any change of location or assigned responsible staff.
	5.	Return property listing and any equipment update forms to the Finance Department.
Accounting Technician	6.	Enter revisions into the Fixed Asset Inventory, and print a revised property listing to send to each location. The next pages are the property forms.

Subject: CONSULTANTS

**Section IV-D
Page 1 of 1**

Policy: Consultants will be used when the appointing authority determines that in-house capabilities are not adequate to perform a short-term, temporary, specialized function. Services to be performed under this procedure will exceed \$5,000. Services for a lower amount are subject to ordinary procurement procedures.

ADDRESSED TO	STEP	PROCEDURES
Department Head	1.	Develop a prospectus of the task to be performed, and evaluate the in-house capabilities prior to requesting recruitment for consulting services.
	2.	Request approval from the Executive Director.
Executive Director	3.	Approve/deny the request from the department head for use of outside consultant.
Department Head	4.	Recruitment process to be determined.
	5.	Upon selection of a consultant, a written contract will be developed, clearly defining work to be performed, time schedule for completion, and rates and schedule of payment.
Executive Director	6.	Approve the contract, subject to agency signatory levels determined by the Governing Board.
Governing Board	7.	Approve audit and other significant consultant contracts.
Department Head	8.	Forward billing from consultant with proper authorization to Finance for payment.

Subject: LEASE AGREEMENTS

**Section IV-E
Page 1 of 1**

Policy: To effectively house CSC staff in locations or transport staff in vehicles that are adequate to meet the needs of the various program activities. All lease agreements must be authorized prior to use.

ADDRESSED TO	STEP	PROCEDURES
Department Head or Designee	1.	Evaluate the need for additional space or vehicles and investigate purchasing or leasing options.
	2.	Review the proposed lease with the CSC Attorney and for terms and conditions.
	3.	Review the proposed lease with the Finance Director for allowable costs under the grant terms.
Executive Director	4.	Approve/deny request.
Administrative Services Coordinator	5.	Arrange insurance coverage. Maintain lease files as part of contracts.
Lessor	6.	Submit a schedule for payment or a billing to the department head for payment on a monthly basis. A standing monthly purchase order may be authorized.
Department Head or Designee	7.	Authorize billing for payment; forward to Finance.
Accounting Technician	8.	Review and verify information on the request.

Subject: AGENCY SUBCONTRACTS

Section IV-F

Page 1 of 1

Policy: To effectively subcontract certain program activities, other agencies will be utilized as appropriate.

ADDRESSED TO	STEP	PROCEDURES
Community Action Advisory Board	1.	Recommend the proposed allocations to agencies based on identified needs and proven ability to perform.
Staff	2.	Develop agency agreements, including duration, amount of funds to be provided, work plans, and budget.
Legal Counsel	3.	Review and assure that all applicable contracting laws are adhered to.
Executive Director	4.	Present the subcontracts to the Executive Committee for approval.
Executive Committee	5.	Approve two copies of the subcontract.
Agency	6.	Sign both copies, return one and retain one copy for their records.
Department Head or Designee	7.	Approve monthly reimbursement request; forward it to Finance.
Finance Director	8.	Review and verify information on the request. Reconcile to remaining authorized budget and prepare payment voucher.
	9.	Prepare remittance copy and forward for payment.

Subject: LEGAL COUNSEL REVIEW

**Section IV-G
Page 1 of 1**

Policy: In the event that an issue arises that requires legal review and counsel, the CSC Attorney will act as the central point of coordination.

ADDRESSED TO	STEP	PROCEDURES
Department Staff	1	Review issue with Department Head regarding legal implications.
Department Director	2	Review issue with Attorney for input, discussion and decision to seek outside legal counsel.
Attorney	3	Takes description of issue, back up information and prior discussion to Executive Director for review and opinion. If appropriate, the Executive Director may discuss proposed actions with the Governing Board, prior to seeking outside legal counsel.
Outside Legal Counsel	4	Provides opinion to CSC Attorney with back up documentation.
CSC Attorney	5	Provides written information and legal counsel opinion to Executive Director where appropriate or MTM for review and final decision.
Management Team	6	Reviews legal opinion, provides input to Executive Director.
Executive Director	7	Makes final decision, recorded in MTM or Governing Board minutes.

**Subject: CONTRACTING FOR SERVICES AND USE OF
REQUEST-FOR-PROPOSAL BIDDING SERVICES**

**Section IV- H-1
Page 1 of 1**

Policy: The purpose of this procedure is to provide a central point of coordination for all goods or services purchased through contractual or bidding process. The CSC Attorney will assist the departments in purchasing review, request for proposals, bidding procedure and contract development.

ADDRESSED TO	STEP	PROCEDURES
Department Staff	1	Review requirements for purchasing services with Department Director.
Department Director	2	Approves the request for purchase of services after determining the availability and appropriateness of funds.
CSC Attorney	3	Reviews purchasing requirements with Department Director or designated staff. Develops bidding/contract documents for completion of purchasing cycle.
Department	4	Conducts bidding process.
CSC Attorney	5	Reviews process conducted by department and submits completed documents and recommendation to the Executive Director.
Executive Director	6	Approves final selection of Contractor and approves purchase order. (If over \$50,000, purchase must be approved by Executive Committee of the Governing Board)
Admin Svcs Coordinator	7	Routes contract, if required, for tracking of documents
CSC Attorney	8	Approves document, as necessary, as to form and compliance.
Executive Committee	9	Approves contract (if necessary).
Department Staff	10	Makes purchase through usual purchase order process.

Subject: CONTRACTING FOR SERVICES - SMALL BUSINESS AND MINORITY FIRMS

**Section IV-H-2
Page 1 of 1**

Policy: The purpose of this procedure is to place a fair share of purchases with small business and minority firms, women's business enterprise and labor surplus area firms. CSC is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

ADDRESSED TO	STEP	PROCEDURES
Regional Managers/ Department Heads	1.	Place small, minority, and woman-owned firms on bidders mailing lists. Include language in any contracts that require the prime contractor with CSC to take the affirmative steps required of this agency in letting of any subcontracts.
	2.	Solicit such firms whenever they are potential sources of supplies, equipment, construction, or services.
	3.	Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
	4.	Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Office of Small and Disadvantage Business Utilization, DHHS, and similar state and local offices, where they exist. This policy is in conformance with OMB Circular A-102 Common Rule for Uniform Administrative Requirements. Policy revised July 2003

Subject: PURCHASING LARGE EQUIPMENT ITEMS AND USE OF REQUEST-FOR-PROPOSAL BIDDING FOR GOODS **Section IV-1**
Page 1 of 1

Policy: The purpose of this procedure is to provide a central point of coordination for all goods purchased through the bidding process. The Finance Director and the CSC Attorney will assist the Departments in purchasing review, request-for-proposals, and bidding procedures.

ADDRESSED TO	STEP	PROCEDURES
Department Staff	1	Review requirements for purchasing large equipment items with Department Director.
Department Staff	2	For those pieces of property that require funding source approval, submit a request letter to the funding source with a copy to the Finance Department. For most federal agencies, the threshold for requiring written prior approval for purchase of equipment is \$5,000. Grants may specify a lower amount and the grant agreement will prevail over other CSC thresholds.
Department Director	3	Approves the request for purchase of large items after determining the availability and appropriateness of funds.
CSC Attorney	4	Reviews purchasing requirements with Department Director or designated staff. Develops bidding documents for completion of purchasing cycle.
Department	5	Conducts bidding process, etc.
CSC Attorney	6	Reviews process conducted by Department and submits completed documents and recommendation to the Executive Director.
Executive Director	7	Approves final selection of supplier and approves the purchase order. (If over \$50,000, or amount set by current signatory policies, purchase must be approved by Executive Committee.)
Department Staff	8	Makes purchase through usual purchase order process.
Department Staff	9	To record the purchase of large equipment items, follow the procedures as outlined in Fixed Asset section of the CSC Finance Procedure Manual.
Policy revised July 2003.		

Subject: DEBT COLLECTION

**Section IV-J
Page 1 of 2**

Policy: To retrieve any funds expended on ineligible participants, or when a debt has been established based upon questioned or disallowed costs in an audit, or when a staff person has identified an overpayment or mis-expenditure:

ADDRESSED TO	STEP	PROCEDURES
All Staff	1.	<p>If a participant is determined to be ineligible after services or funds have been provided, the participant will be immediately terminated from the program. If it is determined that there was intentional misrepresentation or fraud involved, CSC may seek repayment in order to return funds for use of eligible participants</p> <p>In an audit process results in disallowed costs, CSC will repay such costs to the grantors unless established that the criteria for waiver of liability have been met. A debt becomes a disallowed costs only upon a final determination of disallowed cost by CSC, the State, Federal government, or other grantors.</p>
Dept Heads	2.	<p>When a potential debt has been established, consult with the CSC Attorney and/or the Finance Director for assistance.</p>
CSC Attorney and/or Finance Director	3.	<p>When a debt has been established, a payment demand letter may be sent to the ineligible participant, vendor, contractor, or any sub-recipient outlining the services and/or funds provided and payment made, with detail of the associated costs. The letter will require reimbursement to CSC for funds expended.</p>

Subject: DEBT COLLECTION

**Section IV-J
Page 2 of 2**

Policy: To retrieve any funds expended on ineligible participants, or when a debt has been established based upon questioned or disallowed costs in an audit, or when a staff person has identified an overpayment or mis-expenditure:

ADDRESSED TO	STEP	PROCEDURES
	4. a) b) c) d) e)	<p>The debt collection plan will be tailored to the individual situation, where possible, but should still ensure collection of the established debt. The following debt collection methods shall be employed.</p> <p>Cash is the preferred method of repayment, and will be pursued over all other methods of repayment. Settlement of debts on a non-cash basis will be by exception.</p> <p>Installment payment plans are usually of short duration, and will be negotiated based on the size of the debt and the debtor's ability to pay.</p> <p>CSC representatives may issue a final demand for payment. The demand notice shall state that if payment is not received or payment terms not arranged by a certain date, CSC may turn the debit over to a collection agency.</p> <p>Legal action to collect the debt may be taken if the debt remains delinquent and other means of collection have been unsuccessful. Upon determination that legal action is necessary to collect the debt, the files and all other appropriate documents should be forwarded to CSC's legal representative for action.</p> <p>If resolution occurs prior to the development of a debt collection plan (e.g., an overpayment to a contractor is resolved by offset against the next billings, with no further action necessary) this is noted by the staff and/or Finance Department and documented as necessary.</p> <p>Procedure revised July 2002</p>

Subject: GRANT ACCOUNTING

Section IV-K
Page 1 of 1

Policy: To ensure that CSC is in compliance with current rules and regulations related to grant accounting and governmental accounting standards

ADDRESSED TO	STEP	PROCEDURES
		CSC is a unique organization with funding primarily from federal and state level sources. Each separate grant has the potential of having separate rules and regulations that govern the specific grant.
Program Staff Program Managers Department Heads Finance Director HR/Attorney Executive Director	1.	Staff concerned with any particular grant are responsible for being informed and knowledgeable about the rules and regulations proscribed for each grant. Copies of the grant contracts are maintained in CSC Administrative Services Section. These rules and regulation are usually specifically cited in the grant contracts and the Code of Federal Regulations (CFRs). In general, CSC policies will apply, unless grantor policies are more restrictive.
Finance Director	2.	CSC Finance Director will coordinate grant billings with each department, and will maintain a grant accounting file with copies of the contract, contract billing information and summaries as required by the grantor agencies
Finance Director	3.	CSC Finance Director will maintain the agency financial records in accordance with generally accepted governmental accounting standards and federal cost accounting standards.
Finance Director	4.	CSC Finance Director will ensure that an external audit is performed annually in accordance with Oregon Revised Statutes, OMB Circular A-133, and the Single Audit Act of 1996.
Finance Director	5.	CSC Finance Director will be the primary contact for any external audits or monitoring for financial matters under the federal or state grants. Procedure revised 5/2004

Subject: RECORD RETENTION

Section IV-L
Page 1 of 2

Policy: To provide record retention, maintenance and disposition procedures for Community Services Consortium that will ensure compliance with state and federal law.

ADDRESSED TO	STEP	PROCEDURES
All CSC Staff		<p>References:</p> <p>Oregon Revised Statute 192.105(2) requires that "if federal funds are involved, record retention requirements of the United States Government must be observed."</p> <p>Title 29 CFR 97.42 Title 29 CFR 97.36 Access by the Grantee</p> <p>Federal Single Audit Act of 1984 & Amendments of 1996</p>
	Definitions:	<p>Funding Period: The period of time when funds are available for expenditure</p>
	1	<p>General: All records and documents pertinent to grants and agreements including financial, programmatic and statistical information, and their supporting documents for each funding period shall be retained for three years after CSC (or the State of Oregon, if CSC is a subgrantee) makes their final report on the grant and all other pending matters are closed.</p> <p>In practice, CSC retains records for 7 years after the end of the fiscal year for expenditures to conform with the Single Audit Act requirement of 5 years from the end of the fiscal year.</p>

Subject: RECORD RETENTION

**Section IV-L
Page 2 of 2**

Policy: To provide record retention, maintenance and disposition procedures for Community Services Consortium that will ensure compliance with state and federal law.

ADDRESSED TO	STEP	PROCEDURES
	2	29 CFR Part 97.42 for retention and access requirement for records Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
	3	29 CFR97.36(i)(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
	4	<u>Extended Retention Period:</u> The aforementioned records shall be retained beyond the period described above if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been formally resolved.

Policy revised 7/26/2004

Exhibit F — 2a

- **Program Year 2010-2011 Final Monitoring Review Report**



Public Service Building

255 Capitol Street NE

Salem, Oregon 97310

Phone (503) 378-8648

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www.oregon.gov/CCWD

May 11, 2012

Jana Kay Slater, Chair
Region 4 Workforce Investment Board
c/o Community Services Consortium
545 SW Second, Suite A
Corvallis, OR 97333

Dear Ms. Slater,

Attached please find the final monitoring report for the Workforce Investment Act Title 1B services provided in Region 4 during Program Years 2010 and 2011.

Please extend our thanks to staff for their work in preparing materials for our visit, and for their assistance during our review.

If you or staff have any questions, please contact me at 503.947.2433 or Karen Humelbaugh at 503.947.2404.

Sincerely,

Camille Preus
Commissioner

Enclosure



FINAL Monitoring Review Report **Program Year 2010 & 2011 (July 1, 2010 – June 30, 2012)** **Region 4**

To satisfy requirements for oversight and monitoring of Workforce Investment Act (WIA) Title I funds, the State of Oregon's Department of Community Colleges and Workforce Development's (CCWD) monitoring plan provides for on-site monitoring reviews of local workforce investment areas, subrecipients and contractors. The state's monitoring system ensures that program policies and outcomes meet the objectives and regulations of WIA, and determines if compliance with WIA requirements has been demonstrated. The on-site monitoring also allows for determination as to whether a local workforce investment area is making acceptable progress in addressing any deficiencies, and to ensure compliance with the nondiscrimination and equal opportunity requirements of the WIA. The monitoring review also addresses the local area's compliance with the Department of Labor's (DOL) uniform administrative requirements.

Staff from CCWD conducted its review of Region 4 at the Community Services Consortium (CSC) in Corvallis, OR on February 27th – 28th and on March 12th - 13th, 2012. The CCWD relied on work, responses and other information provided during CCWD's Program Year 2010 & 2011 monitoring conducted by Mark Neeley, Kyleen Stone, Michael McCoy, and Todd Nell.

This draft report cites the results of our tests of compliance and review of policies and processes, and includes one finding and no observations:

- ***Findings:** Findings are items or issues that are of significant concern or that indicate the violation of a guiding principle, regulation or rule. The monitoring team requested additional information beyond the initial review questions to determine whether the issue discovered was an abnormality of the review process or a valid violation.*
- ***Observations:** In the course of the review, the audit team discovered areas that raised some measure of concern. Such concerns may be easily alleviated, and the audit team made every effort to discuss solutions with the appropriate staff to minimize concern.*

Incentive Payment Finding:

Our sample of expenditures included three incentive payments to eligible clients whereby either the type of incentive program that the client was enrolled in and/or the amount paid to the client was not documented in CSC's "Incentive Payment Schedule." (Schedule) Therefore, we were unable to verify that the client had satisfied the criteria used to earn the incentive payment.

For example, one client was paid a \$35.00 bonus for achieving a certain level of positive behavioral and work skill indicators but the criteria used to determine the bonus

payment was not documented in the Schedule. In another example, a client was paid \$45.00 for achieving three different levels of personal accomplishments over a three-day period, but neither the program nor the criteria used to determine the payment amount was included in the Schedule.

OCWD recommended that CSC update any policies containing guidance on incentive payments to include the most current processes, procedures, and forms used by staff. All current payment programs and their criteria for payment should be documented in the Schedule. As the Schedule changes to include new programs and/or payment levels, an effective date for the change should be noted on the Schedule. If criteria used for payment includes client behavioral and/or work skill factors that result in qualifying for an incentive and/or bonus payment, these evaluation factors could be documented in the client's case file.

Resolution:

Management has revised their "Incentive Pay Schedule Master List" effective July 1, 2012. The list explains all incentive pay programs and describes in more detail the criteria for payment including additional bonus payments. Also, a document will be prepared for each participant program describing the incentive and bonus payments that can be earned. The form also includes a description of the program and participant requirements to complete the program. This form is signed and dated by the participant.

During OCWD's visit, twenty youth program-participant files and forty-two non-youth participant files (made up of adult, dislocated worker, SESP, and NEG participants) were tested for appropriate eligibility documents and plan information. The fiscal components of the review guide provided information and details that confirmed the fiscal system of expenditure authorization and record keeping are sufficient to provide reasonable accounting control over assets, liabilities, revenues, and expenditures in connection with those funds. Staff studied samples of payroll and cash disbursements, training, supportive services, incentives, OJT and work experience, tested the cost allocation plan, cash draws, cash account reconciliations, program income, quarterly reports, Youth Out-of-School expenditure levels, and examined the nonexpendable federal property inventory listing.

CSC will have 7 days from the date of the final report to prepare and submit a formal appeal to any findings. The appeal will be directed to the Commissioner, who will make the final decision.

Draft report: March 15, 2012
Response to draft: April 16, 2012
Final report: May 11, 2012
Final appeal: May 18, 2012
Commissioner's decision:

Exhibit F — 2b

- **Program Year 2012-2013 Final Monitoring Review Report**



June 18, 2014

Seth Christensen, Chair
Region 4, Workforce Investment Board
c/o Community Services Consortium
515 SW Second St., Suite A
Corvallis, OR 97333

Dear Mr. Christensen,

The final monitoring report for Program Years 2013 Workforce Investment Act Title I-B services in Region 4 is attached.

Please extend our thanks to staff for their work in preparing materials for our visit and for their assistance during our review.

If you or your staff have any questions, please contact me at 503-947-2414 or Karen Humbelbaugh at 503-947-2404.

Sincerely

Krissa Caldwell
Deputy Commissioner

Enclosure



***FINAL* Monitoring Review Report**

Program Year 2013 (*July 1, 2013 – June 30, 2014*)

Region 4

To satisfy requirements for oversight and monitoring of Workforce Investment Act (WIA) Title I funds, the State of Oregon's Department of Community Colleges and Workforce Development's (CCWD) monitoring plan provides for on-site monitoring reviews of local workforce investment areas, sub recipients and contractors. The state's monitoring system ensures that program policies and outcomes meet the objectives and regulations of WIA, and determines if compliance with WIA requirements has been demonstrated. The on-site monitoring also allows for determination as to whether a local workforce investment area is making acceptable progress in addressing any deficiencies, and to ensure compliance with the nondiscrimination and equal opportunity requirements of the WIA. The monitoring review also addresses the local area's compliance with the Department of Labor's (DOL) uniform administrative requirements.

Staff from CCWD conducted its review of Region 4 at the two Community Services Consortium (CSC) offices located in Corvallis and Albany, Oregon on February 3 through February 5, 2014. CCWD staff relied on work, responses, documentation and other information provided during the Program Year 2013 monitoring visit which was conducted onsite in the Albany office by Mark Neeley, Debra Welter, and Rachel Soto, and in the Corvallis office by John Asher and Michael McCoy.

This report cites the results of our tests of compliance and review of policies and processes, and includes, defined as:

- Observations: In the course of the review, the audit team discovered areas that raised some measure of concern. Such concerns may be easily alleviated, and the audit team made every effort to discuss solutions with the appropriate staff to minimize concern.*
- Findings: Findings are items or issues that are of significant concern or that indicate the violation of a guiding principle, regulation or rule. The monitoring team requested additional information beyond the initial review questions to determine whether the issue discovered was an abnormality of the review process or a valid violation.*

This draft report cites two observations and one finding.

Observation #1 (Program Systems): In reviewing the supportive services policy and in light of the discussion during the PY12 exit conversation, the state continues to recommend that CSC reference CCWD's Workforce Investment Act Title 1B Policy on Statewide Supportive Services 589-30.12 dated June 13, 2012 which would further strengthen CSC's Adult and Dislocated Workers Supportive Services Policy dated February 23, 2010. In addition, it would enhance staff's understanding of CCWD's desired LWIA's supportive service payment practices.

Observation #2 (Financial Systems): During the PY12 review, it was noted that the "Financial Procedures Manual" had not been revised since 2005 and some policies and procedures may not accurately reflect current practices. As of the PY13 review, this still has not occurred. The state once again recommends that the Finance Director or other appropriate designee review all financial policies and procedures and update them as necessary prior to the next monitoring visit.

Finding #1 (Financial Systems): During the payment system expenditure review, it was noted that there is a lack of sufficient back-up documentation attached to purchase orders and payment vouchers. All of the 4 VISA Card Services credit card payments reviewed as part of the expenditure sample lacked sufficient documentation which would indicate if the charges were allowable and allocable. This type of documentation is critical when determining allowable costs. The same insufficiencies occurred on other types of payments: vouchers and reimbursements.

Examples of insufficient documentation include the following:

- Lack of folio or other proof of stay – Traveler should attach the hotel receipt or folio to payment voucher prior to submission to fiscal. Several hotel stays included only the Expedia print-out of the reservation, not the receipt from the hotel showing the employee actually utilized the room and attended the training during the allotted time frame.
- Lack of coding on individual supporting documentation – Documents submitted for payment and attached to payment vouchers or purchase orders should indicate on each document which program they are being charged to and/or how program cost allocation was determined (75% DW and 25% Adult, for example). A summary sheet is not sufficient because there is no indication of which individual charges make up the total amount that was charged to each program.
- Lack of meeting agendas and/or sign-in sheets - Food and refreshments for meetings, trainings, restaurant meals and hotel reservations need to include an agenda, sign-in sheet or other documented reason for requesting reimbursement. A restaurant receipt showing only the total amount of the bill is not considered sufficient documentation.
- Charge slips for Meals – Several charge slips for meals indicate only a total VISA charge. This is not sufficient documentation to ensure that no alcohol was purchased or that the charge was allowable.
- Lack of packing slips or other proof of receipt – Reimbursement or payment requests for items ordered should include a packing slip, e-mail or other documentation showing the receipt and location of goods (Staples-office supplies, Apple Inc.-computers, etc.)

Many of the expenditure samples tested contained several of the above listed deficiencies. CCWD recommends that the "Financial Procedures Manual" be updated to reflect the need for the additional documentation requirements.

These findings do not result in questioned costs. Improvement is needed in providing adequate and complete documentation to support the charge to the federal programs.

DOL's Technical Assistance Guide (TAG) Part II Chapter II-3-Cost Principles details the costs principals used in determining cost allowability for ETA grants:

- Cost must be necessary and reasonable.
- Cost must be allocable.
- Cost must be authorized or not prohibited under Federal, state, or local laws or regulation.
- Cost must receive constant treatment by a grantee.
- Cost must not be used to meet matching or cost sharing requirements.
- Cost must be adequately documented.
- Costs must conform to ETA grant exclusions and limitations.

The adequate documentation should occur before the payment occurs. On several of the expenditures there is nothing to show that the charge is necessary and reasonable, allowable, and that it is allocated correctly. The program manager's signature for the entire Visa bill is not considered adequate documentation.

In addition, on food charges, DOL has listed the following guidance on documentation that should occur with food charges to ensure that they are allowable.

- Technical information must be exchanged. Supporting documents such as an agenda must substantiate this.
- Frequency: does the frequency of food expenditures pass the prudent person test? For example, are food expenditures weekly or quarterly?
- Reasonableness: is the food purchased extravagant or very modest for the geographic area? For example: \$ 15 box dinners are significantly different than \$45 catering per person. Without a sign in sheet or agenda it is difficult to tell the reasonableness of the purchase.
- "Extenuating circumstances": Is there a rationale that demonstrates that providing food is justifiable given the circumstances? Example : Is the food provided to non-compensated folks at dinner time after they have completed their other day jobs and had to travel to the meeting site? Members of the LWIB in Portland, for instance, who are not paid, have other day jobs, drive through the commute traffic for a 6 pm meeting after their day jobs. Example: Is the food provided to non-compensated folks at lunch at a location that has no nearby cateries? This must be adequately documented

Resolution: CSC agrees to provide additional documentation for purchases, particularly for credit card purchases. Program and administrative staff at CSC will be provided training by Finance staff to assure that proper documentation is provided consistent with full documentation required by the IRS for travel and entertainment costs under an employer reimbursable plan.

During CCWD's visit, ten youth program participant files and ten non-youth participant files (made up of adult and dislocated worker participants) were tested, and all included appropriate eligibility documents and plan information. With the exception of those types of expenditures noted in Finding # 1, the fiscal components of the review guide provided information and details which confirm that the fiscal system of expenditure authorization and record keeping is sufficient to provide reasonable accounting control over assets, liabilities, revenues, and expenditures in connection with those funds. Staff studied samples of payroll and cash disbursements, training, supportive services, incentives, WIA OJT, and work experience, tested cost allocation plans, cash draws, cash account reconciliations, program income, the 50% level requirement for Out-of-School Youth expenditures, and examined the non - expendable property inventory listing.

CSC will have seven (7) days from the date of the final report to prepare and submit a formal appeal to the finding. The appeal will be directed to the Deputy Commissioner, who will make the final decision.

Draft report: March 24, 2014
Response to draft: April 24, 2014
Final report: June 18, 2014
Final appeal: June 25, 2014
Deputy Commissioner's decision:

Exhibit F — 4a

- **Program Year 2010-2011 Final Monitoring Review Report**



Public Service Building

255 Capitol Street NE

Salem, Oregon 97310

Phone (503) 378-8648

Fax (503) 378-3365

www.oregon.gov/CCWD

May 11, 2012

Jana Kay Slater, Chair
Region 4 Workforce Investment Board
c/o Community Services Consortium
545 SW Second, Suite A
Corvallis, OR 97333

Dear Ms. Slater,

Attached please find the final monitoring report for the Workforce Investment Act Title 1B services provided in Region 4 during Program Years 2010 and 2011.

Please extend our thanks to staff for their work in preparing materials for our visit, and for their assistance during our review.

If you or staff have any questions, please contact me at 503.947.2433 or Karen Humelbaugh at 503.947.2404.

Sincerely,

Camille Preus
Commissioner

Enclosure



FINAL Monitoring Review Report **Program Year 2010 & 2011 (July 1, 2010 – June 30, 2012)** **Region 4**

To satisfy requirements for oversight and monitoring of Workforce Investment Act (WIA) Title I funds, the State of Oregon's Department of Community Colleges and Workforce Development's (CCWD) monitoring plan provides for on-site monitoring reviews of local workforce investment areas, subrecipients and contractors. The state's monitoring system ensures that program policies and outcomes meet the objectives and regulations of WIA, and determines if compliance with WIA requirements has been demonstrated. The on-site monitoring also allows for determination as to whether a local workforce investment area is making acceptable progress in addressing any deficiencies, and to ensure compliance with the nondiscrimination and equal opportunity requirements of the WIA. The monitoring review also addresses the local area's compliance with the Department of Labor's (DOL) uniform administrative requirements.

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This draft report cites the results of our tests of compliance and review of policies and processes, and includes one finding and no observations:

- ***Findings:** Findings are items or issues that are of significant concern or that indicate the violation of a guiding principle, regulation or rule. The monitoring team requested additional information beyond the initial review questions to determine whether the issue discovered was an abnormality of the review process or a valid violation.*
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Incentive Payment Finding:

Our sample of expenditures included three incentive payments to eligible clients whereby either the type of incentive program that the client was enrolled in and/or the amount paid to the client was not documented in CSC's "Incentive Payment Schedule." (Schedule) Therefore, we were unable to verify that the client had satisfied the criteria used to earn the incentive payment.

For example, one client was paid a \$35.00 bonus for achieving a certain level of positive behavioral and work skill indicators but the criteria used to determine the bonus

payment was not documented in the Schedule. In another example, a client was paid \$45.00 for achieving three different levels of personal accomplishments over a three-day period, but neither the program nor the criteria used to determine the payment amount was included in the Schedule.

CCWD recommended that CSC update any policies containing guidance on incentive payments to include the most current processes, procedures, and forms used by staff. All current payment programs and their criteria for payment should be documented in the Schedule. As the Schedule changes to include new programs and/or payment levels, an effective date for the change should be noted on the Schedule. If criteria used for payment includes client behavioral and/or work skill factors that result in qualifying for an incentive and/or bonus payment, these evaluation factors could be documented in the client's case file.

Resolution:

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During CCWD's visit, twenty youth program-participant files and forty-two non-youth participant files (made up of adult, dislocated worker, SESP, and NEG participants) were tested for appropriate eligibility documents and plan information. The fiscal components of the review guide provided information and details that confirmed the fiscal system of expenditure authorization and record keeping are sufficient to provide reasonable accounting control over assets, liabilities, revenues, and expenditures in connection with those funds. Staff studied samples of payroll and cash disbursements, training, supportive services, incentives, OJT and work experience, tested the cost allocation plan, cash draws, cash account reconciliations, program income, quarterly reports, Youth Out-of-School expenditure levels, and examined the nonexpendable federal property inventory listing.

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June 18, 2014

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Sincerely

Krissa Caldwell
Deputy Commissioner

Enclosure



***FINAL* Monitoring Review Report**

Program Year 2013 (*July 1, 2013 – June 30, 2014*)

Region 4

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Examples of insufficient documentation include the following:

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The adequate documentation should occur before the payment occurs. On several of the expenditures there is nothing to show that the charge is necessary and reasonable, allowable, and that it is allocated correctly. The program manager's signature for the entire Visa bill is not considered adequate documentation.

In addition, on food charges, DOL has listed the following guidance on documentation that should occur with food charges to ensure that they are allowable.

- Technical information must be exchanged. Supporting documents such as an agenda must substantiate this.
- Frequency: does the frequency of food expenditures pass the prudent person test? For example, are food expenditures weekly or quarterly?
- Reasonableness: is the food purchased extravagant or very modest for the geographic area? For example: \$ 15 box dinners are significantly different than \$45 catering per person. Without a sign in sheet or agenda it is difficult to tell the reasonableness of the purchase.
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Resolution: CSC agrees to provide additional documentation for purchases, particularly for credit card purchases. Program and administrative staff at CSC will be provided training by Finance staff to assure that proper documentation is provided consistent with full documentation required by the IRS for travel and entertainment costs under an employer reimbursable plan.

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CSC will have seven (7) days from the date of the final report to prepare and submit a formal appeal to the finding. The appeal will be directed to the Deputy Commissioner, who will make the final decision.

Draft report: March 24, 2014
Response to draft: April 24, 2014
Final report: June 18, 2014
Final appeal: June 25, 2014
Deputy Commissioner's decision:

Exhibit F-6

- **CSC Cost Allocation Plan**

COMMUNITY SERVICES CONSORTIUM

COST ALLOCATION PLAN

Indirect costs, federally defined, are as follows:

"those incurred for a common or joint purpose benefiting more than one cost objective and those not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved."

STATEMENT OF METHODOLOGY

Community Services Consortium's Cost Allocation Plan is designed to equitably distribute the cost of centralized administrative overhead (indirect costs) to each funded program operated by the Consortium.

The basis of allocation used is average annualized staff FTE (Full Time Equivalents) by department. This rationale is based upon the premise that the costs identified in the cost allocation plan provide general administrative support to the staff performing the programs identified by each department. The actual allocated overhead costs are applied on a preliminary basis and are evaluated quarterly for fluctuations.

This plan ensures that shared costs may be prorated to each of the departments on a consistent and rational basis. All department charges will be allocated in accordance with the relative benefits received or costs incurred specifically for a grant or contract operated by that department.

This Cost Allocation Plan has been reviewed during many grantor audits and monitoring visits, and has been deemed to apply overhead to our grants on a reasonable, equitable basis.

Exhibit F-8

- **CSC Debt Collection Policy**
- **Workforce & Education Debt Collection Policy**

Subject: DEBT COLLECTION

**Section IV-J
Page 1 of 2**

Policy: To retrieve any funds expended on ineligible participants, or when a debt has been established based upon questioned or disallowed costs in an audit, or when a staff person has identified an overpayment or mis-expenditure:

ADDRESSED TO	STEP	PROCEDURES
All Staff	1.	<p>If a participant is determined to be ineligible after services or funds have been provided, the participant will be immediately terminated from the program. If it is determined that there was intentional misrepresentation or fraud involved, CSC may seek repayment in order to return funds for use of eligible participants</p> <p>In an audit process results in disallowed costs, CSC will repay such costs to the grantors unless established that the criteria for waiver of liability have been met. A debt becomes a disallowed costs only upon a final determination of disallowed cost by CSC, the State, Federal government, or other grantors.</p>
Dept Heads	2.	<p>When a potential debt has been established, consult with the CSC Attorney and/or the Finance Director for assistance.</p>
CSC Attorney and/or Finance Director	3.	<p>When a debt has been established, a payment demand letter may be sent to the ineligible participant, vendor, contractor, or any sub-recipient outlining the services and/or funds provided and payment made, with detail of the associated costs. The letter will require reimbursement to CSC for funds expended.</p>

Subject: DEBT COLLECTION

**Section IV-J
Page 2 of 2**

Policy: To retrieve any funds expended on ineligible participants, or when a debt has been established based upon questioned or disallowed costs in an audit, or when a staff person has identified an overpayment or mis-expenditure:

ADDRESSED TO	STEP	PROCEDURES
	4.	<p>The debt collection plan will be tailored to the individual situation, where possible, but should still ensure collection of the established debt. The following debt collection methods shall be employed.</p> <ul style="list-style-type: none">a) Cash is the preferred method of repayment, and will be pursued over all other methods of repayment. Settlement of debts on a non-cash basis will be by exception.b) Installment payment plans are usually of short duration, and will be negotiated based on the size of the debt and the debtor's ability to pay.c) CSC representatives may issue a final demand for payment. The demand notice shall state that if payment is not received or payment terms not arranged by a certain date, CSC may turn the debit over to a collection agency.d) Legal action to collect the debt may be taken if the debt remains delinquent and other means of collection have been unsuccessful. Upon determination that legal action is necessary to collect the debt, the files and all other appropriate documents should be forwarded to CSC's legal representative for action.e) If resolution occurs prior to the development of a debt collection plan (e.g., an overpayment to a contractor is resolved by offset against the next billings, with no further action necessary) this is noted by the staff and/or Finance Department and documented as necessary.
		Procedure revised July 2002



POLICY

Debt Collection

Date: Revised February 23, 2010

Subject: Debt Collection

Purpose:

To retrieve any WIA funds expended on ineligible participants or in cases of fraud or abuse.

Background:

If a WIA participant is determined to be ineligible after services or funds have been provided, the participant will be immediately terminated from the program. If it is determined there was intentional misrepresentation or fraud involved, CSC may seek repayment in order to return funds for use with eligible participants.

Policy:

A payment demand letter may be sent to the ineligible participant outlining services provided and payments made, with detail of the associated costs. The letter will require reimbursement to CSC for funds expended.

The payment demand letter will require the participant to contact CSC within seven days of receipt of the letter to make repayment arrangements.

Repayment may be made in a lump sum within 30 days. If a payment plan must be worked out based on amount owed and/or participant's circumstances, the payment amount per month must be no less than \$50.00 and the full amount must be repaid within six months of the initial payment demand letter.

When a debt is established as a result of any of the above, the following debt collection methods shall be employed:

- a. Cash is the preferred method of repayment, and will be pursued over all other methods of repayment for debt collection actions. Settlement of debts on a non-cash basis will be by exception.
- b. Installment payment plans are usually of short duration, and will be negotiation with the participant based on the size of the debt and the debtor's ability to pay.
- c. CSC representatives may issue a final demand for payment. The demand notice shall state that if payment is not received or payment terms not arranged by a certain date, CSC may turn the debt over to a collection agency.




- d. Legal action to collect the debt may be taken if the debt remains delinquent and other means of collection have been unsuccessful. Upon determination that legal action is necessary to collect the debt, the file and all other appropriate documents are forwarded to CSC's legal representatives for action.

Exhibit F-12

- **Certificate of Insurance**

CERTIFICATE OF COVERAGE

Agent Barker Uerlings Insurance Box 1378 Corvallis, OR 97339 541-757-1321	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
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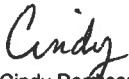
Named Member or Participant Community Services Consortium 250 SW Broadalbin, Suite 2A Albany, OR 97321	<p align="center">Companies Affording Coverage</p> COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity
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LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	14LCSC	7/1/2014	7/1/2015	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	14LCSC	7/1/2014	7/1/2015	General Aggregate: Each Occurrence:	None \$5,000,000
<input checked="" type="checkbox"/> Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	14APDCSC	7/1/2014	7/1/2015		
<input checked="" type="checkbox"/> Property	A / C	14PCSC	7/1/2014	7/1/2015		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	14BCSC	7/1/2014	7/1/2015		Per Filed Values
<input checked="" type="checkbox"/> Excess Crime	B	14ECCSC	7/1/2014	7/1/2015	Per Loss:	\$1,000,000
<input type="checkbox"/> Excess Earthquake						
<input type="checkbox"/> Excess Flood						
<input type="checkbox"/> Excess Cyber Liability						
<input type="checkbox"/> Workers' Compensation						

Description: Federal Workforce Investments Act Title 1B Funding to the Community Services Consortium. The State of Oregon, the Department of Community Colleges and the Workforce Development are additional members (insureds) under this agreement.

Certificate Holder: Oregon Department of Community Colleges 255 NE Capital St. Third Floor Salem, OR 97310	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.  By: Cindy Perdicaro, CPCU, ARM Date: June 26, 2014
---	--

INJURED ON THE JOB?

What should I do?

Notify your employer right away and ask for a Form 801 "Report of Job Injury or Illness."
You have the right to file a claim if you are injured on the job.

What does my employer have to do?

Your employer must give you the Form 801 "Report of Job Injury or Illness." Then,
your employer must give notice of your claim to the insurer.

How do I get medical treatment?

Get medical treatment from a doctor or other health care professional of your choice.
Your employer cannot choose your health care provider. Some providers have
limits on the services they offer, so ask your provider about these limits. Give your
employer's name and insurance information listed below to your health care provider.

What if I can't do my job?

Your health care provider may approve time off work. The insurer will tell you if you
are eligible for benefits. Your employer may have light-duty work you can do while
you recover.

It is important to stay in contact with your employer and your insurer.

If you have questions, you may contact the Ombudsman for Injured Workers at 800-927-1271 or
the Workers' Compensation Division at 800-452-0288. You can find the most current information
about your employer's workers' compensation insurance at WorkCompCoverage.wcd.oregon.gov.

NOTICE OF COMPLIANCE

This employer provides workers' compensation insurance for on-the-job injuries.

Insured policy holder: COMMUNITY SERVICES CONSORTIUM

Employer: COMMUNITY SERVICES CONSORTIUM

Insurer: SAIF CORPORATION

Policy no.: A498593162

Printed: 7/2/2013



Exhibit F-13

- **Proposal and Contract for Personal Services**

COMMUNITY SERVICES CONSORTIUM
250 BROADALBIN STREET SW, SUITE 2A
ALBANY, OR 97321
Ph. (541) 928-6335 Fax: (541) 967-9307

Proposal and Contract for Personal Services

THIS PERSONAL SERVICES AGREEMENT ("CONTRACT") IS MADE AND ENTERED INTO BY AND BETWEEN COMMUNITY SERVICES CONSORTIUM ("CSC"), A COMMUNITY ACTION AGENCY, AND THE UNDERSIGNED CONTRACTOR ("CONTRACTOR") (TOGETHER "THE PARTIES").

CONTRACTOR:	<hr/> <hr/> <hr/>	DATE: _____		
PERSONAL SERVICES ("WORK"):				
LOCATION:				
PHONE NUMBER:				
<p>WORK ("Contractor") will provide the following personal services ("Work") to Community Services Consortium ("CSC") (attach additional sheets if necessary):</p> <ol style="list-style-type: none"> 1. The duties and responsibilities of Contractor are 2. The duties and responsibilities of CSC are 				
<p>Unless specifically stated otherwise above, the Work does <i>not</i> include</p>				
<p>CONTRACT PRICE. CSC will pay Contractor the following amounts for the Work ("Contract Price"):</p>				
Work Scope	Description	Quantity	Unit Cost	Extension (Total Cost)

ADDED WORK PRICING [CSC: MAKE SURE THIS IS CONSISTENT WITH SECTION 7 OF THE TERMS AND CONDITIONS ("Payment")]

1. **Changed Work.** CSC will pay Contractor the following amounts for work that is added through a written amendment to the Contract:

Work Scope	Description	Unit Cost

2. **Overhead & Profit.**

- 2.1 **Direct Cost.** Changed work is limited to a direct cost markup of ten percent overhead and five percent profit as described in Section 5, "Changes in the Work."
- 2.2 **Subcontractor & Subconsultant Cost.** Changed work that is performed by subcontractors is limited to a markup of five percent overhead and five percent profit.

TERMS.

1. **Schedule of Performance.**

- 1.1 This Contract shall terminate on _____ [CSC: MAKE SURE THIS IS CONSISTENT WITH SECTION 3 OF TERMS & CONDITIONS ("Time")]
- 1.2 The parties agree to perform the work in accordance with the schedule in Attachment B, "Schedule"

2. **Payment. [CSC: MAKE SURE THIS IS CONSISTENT WITH SECTION 7 OF TERMS & CONDITIONS ("Payment")]**

- 2.1 Contractor shall submit billings on the _____ day of each Month
- 2.2 Contractor shall approve the billing by the _____ day of each Month.
- 2.3 CSC shall pay Contractor on the _____ day of each Month for the prior month's approved billing amount.

3. **Future Amendment to Extend Contract.**

- 3.1 CSC reserves the exclusive right to extend the contract for a period of two years in one-year increments.
- 3.2 Any increase in compensation for the extended term will not exceed five percent of the then-current fees.

These terms are subject to the Terms and Conditions of this Contract.

THIS WRITTEN CONTRACT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND ATTACHMENTS, CONTAINS THE ENTIRE CONTRACT BETWEEN CONTRACTOR AND CSC, AND NO OTHER ORAL OR WRITTEN INDUCEMENT OR PROMISE HAS BEEN MADE TO OR EXTENDED FROM EITHER PARTY AS A PART OF THIS CONTRACT.

DATED: _____

COMMUNITY SERVICES CONSORTIUM

Signature: _____

Print _____

Title _____

ACCEPTANCE

Contractor accepts this Contract by returning this Contract signed below to CSC. Upon acceptance, Contractor agrees to be bound by the Terms and Conditions printed below. If acceptance fails to occur within twenty (20) days of the date above, this Contract is void unless accepted by CSC.

ACCEPTANCE DATED: _____

CONTRACTOR

Signature: _____

Print: _____

Title: _____

TERMS AND CONDITIONS

1. **WORK.** Contractor will provide all personal services necessary to complete the Work. In the event Contractor must perform extra or additional work, or is delayed as a result of extra or additional work, the Contract Price and/or time for performance will be adjusted as provided below.
2. **STANDARD OF CARE.** Contractor shall comply with applicable standards of professional care in the performance of the Work. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the Work.
3. **TIME.** Subject to the termination provisions of this Contract in Section 26, this Contract commences once executed by the Parties and terminates as described in Section 1.1 ("Schedule of Performance") above.
4. **HOURLY FEE.** Hourly fee includes all local travel, local telephone expenses, computer expenses, and routine document copying.
5. **REIMBURSIBLE EXPENSES.** Contractor shall bill reimbursable expenses at cost without markup.
 - a. **Travel expenses.** Contractor shall include travel and related expenses in compliance with CSC's travel and expense policy. **[CSC: WE ADVISE THAT YOU INCLUDE THIS POLICY AS AN ATTACHMENT TO THE CONTRACT, OTHERWISE THIS PROVISION WILL BE UNENFORCEABLE]**
 - b. **Document reproduction.** Contractor shall bill reproduction of documents or reports only with prior written approval.
 - c. **Telephone expenses.** Contractor shall bill long-distance telephone expenses only with prior written approval.
 - d. **Sub-Consultants.** Contractor shall bill for approved sub-consultants at a maximum of cost plus five percent for management and handling expenses.
6. **CHANGES IN THE WORK.** The Contract Price and time for completion of the Work will be equitably adjusted for changes in the scope of the Work resulting from additional work requested in writing by CSC. Contractor may refuse to perform extra or additional work until CSC provides written authorization. For all extra or additional work performed under this Contract, unless otherwise agreed to in writing by the parties, the Contract Price will be increased by the amount of Contractor's direct costs plus ten percent overhead and five percent profit. The Contract Price will be reduced by the direct costs saved as a result of Work deleted.
7. **PAYMENTS.**
 - a. CSC shall pay Contractor for and in consideration of the faithful performance of the Work, and Contractor shall accept from CSC as and for compensation for the faithful performance of the Work, the fees outlined in "Contract Price" above.
 - b. Contractor shall make and keep reasonable records of work performed pursuant to this Contract and shall provide detailed monthly billings to CSC.
 - c. Following approval by the CSC manager, CSC shall pay the undisputed amount of each billing in full within thirty (30) days of receipt thereof.
 - d. CSC shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, and give reasons for the objection. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
 - e. CSC may suspend or withhold payments if Contractor fails to comply with requirements of this Contract.

8. **CONFLICT OF INTEREST.** Each party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Each party further covenants that in the performance of this contract, no person having such interest will be employed.
9. **INDEPENDENT CONTRACTOR.** This is not a Contract of partnership or employment of Contractor or any of Contractor's employees. Contractor is an independent contractor for all purposes under this Contract, and in accordance with the standards prescribed in ORS 670.600. Contractor is not entitled to any benefits that are provided by CSC to CSC employees.
10. **SUCCESSION.** This Contract inures to the benefit of and is binding upon the Parties and such parties' partners, successors, executors, administrators and assigns.
11. **ASSIGNMENT.** Contractor shall not assign this Contract without the express written consent of CSC. Contractor shall not assign Contractor's interest in this Contract or enter into subcontracts for any part of the Work without the prior written consent of CSC.
12. **INSURANCE.** Contractor shall maintain insurance in full force and effect throughout the term of this Contract and in accordance with Attachment A, "Insurance Requirements."
13. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality, both external and internal, of confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
14. **DOCUMENT OWNERSHIP.** All work products, including, but not limited to documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of CSC under this Contract will become the property of CSC upon acceptance of the Work and payment for such services by CSC. CSC assumes the risk of any reuse or alteration of any work produced under this Contract, except as contemplated herein.
15. **PUBLICITY.** Contractor shall not use any data, pictures, or other representations of CSC in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from CSC.
16. **INDEMNITY.** To the fullest extent permitted by law, Contractor and CSC will defend, indemnify, and hold harmless the other for, from and against all claims, causes of action or suit, damages, liability, losses, and expenses, including, but not limited to, attorney fees and personnel costs, arising out of or resulting from the performance of the Work, provided that any such claim, cause of action or suit, damage, liability, loss, or expense is attributable to death or bodily injury to persons or damage to property, including the loss of use resulting therefrom, to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the fault of the indemnitor's agents, representatives or subcontractors. Such obligation will not be construed to negate or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. No termination will affect any other rights or remedies of Indemnitees hereunder or relieve Contractor or CSC from any consequences or liabilities arising from such acts or omissions.
17. **NOTICE.** The Parties shall send all notices, bills and payments in writing and by either personal delivery or mail to the address(es) listed in the Contract. Parties shall send all notices or communications required or permitted as a part of this Contract in writing (unless another verifiable medium is expressly authorized) and is to be deemed delivered, as applicable when:
 - a. Actually received
 - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - c. Upon receipt by sender of proof of email delivery, or
 - d. If not actually received, ten days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the

respective other party at the address set forth in this Contract or other such address as the party may have designated by notice or Contract amendment to the other party sending the notice.

18. DEFAULT.

- a. A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten day period and proceeds to cure the breach as soon as it is practicable.
- b. Notwithstanding ("a") above, CSC may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

19. GOVERNING LAW.

- a. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon.
- b. Contractor shall comply with all applicable Federal, State, County and local laws, ordinances, rules and regulations in the performance of the Services under this Contract, including but not limited to the laws related to Worker's Compensation, Occupational Safety and Health and the Environment.
- c. Contractor is a "subject employer" as defined in ORS 656.005, and shall comply with ORS 656.017.

20. FORUM/VENUE. Litigation is to be conducted in the Circuit Court of the State of Oregon for Linn County.

21. MEDIATION. The Parties agree that, except for claims for indemnity, any dispute that may arise under this Contract will be submitted to a mediator agreed to by both parties as soon as reasonable after such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation will occur at the place where the Project is located and the parties will share mediator's expenses equally. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

22. ARBITRATION. The Parties agree that all disputes not settled through mediation will be settled exclusively by arbitration through the Arbitration Service of Portland, Inc., in accordance with the Rules of the Arbitration Service of Portland, Inc. The decision of the arbitrator(s) will be final and binding upon both parties. The dispute resolution clauses of this Contract do not affect Contractor's right to make any filings or take any action necessary to preserve and enforce Contractor's statutory lien rights.

23. ATTORNEY FEES. Should either party employ an attorney to institute suit or action or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, to collect damages for breach of this Contract, or to enforce any arbitration award or settlement agreement, the prevailing party will be entitled to recover from the other party reasonable attorney fees, costs, charges, and expenses incurred at hearing, trial, on appeal, or otherwise in an amount to be determined by the arbitrator or court.

24. CONSEQUENTIAL DAMAGES. Neither party is liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

25. SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Contract will not affect the validity and continuing force and effect of any other provision.

26. CANCELLATION OR TERMINATION. Except as otherwise set forth herein, in the event of cancellation or termination of this Contract, CSC will make payment to Contractor for all services performed prior to the termination or cancellation of this Contract.

- a. Services and obligations of this Contract may be terminated at any time, in whole or in part, with or without cause, by CSC within its sole discretion upon thirty (30) days written notice to Contractor.
 - b. Contractor may terminate this Contract for material breach by CSC provided CSC has not cured said breach within thirty (30) days after written notification of breach by Contractor; provided, however, that if the nature of CSC's breach is such that more than thirty (30) days are required to cure such breach, CSC will not have breached the contract if CSC commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Contractor must notify CSC in writing in the event Contractor believes CSC failed to cure said breach within such thirty (30) day period. In the event CSC believes in good faith it has cured said breach, the Parties will utilize the dispute resolution process herein prior to Contractor terminating this Contract.
 - c. CSC may terminate this Contract for material breach by Contractor provided Contractor has not cured said breach within thirty (30) days after written notification of breach by CSC; provided, however, that if the nature of Contractor's breach is such that more than thirty (30) days are required to cure such breach, Contractor will not have breached the contract if Contractor commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If CSC terminates this Contract in accordance with this paragraph, then CSC will only be liable to pay for Work satisfactorily rendered prior to termination, as determined through the dispute resolution process herein.
27. **MERGER.** This Contract contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the Work described herein.
28. **WAIVER AND AMENDMENT.** No waiver, modification or amendment of any term, condition or provision of this Contract will be valid or of any force or effect unless made in writing, signed by the Parties, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification or amendment in any instance or instances in no event are to be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same are to be strictly limited and restricted to the extent and occasion specified in such signed writing or writings. The failure of either Party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Contract, or to exercise any right herein, will not be construed as a waiver or relinquishment of such term, condition, or right with respect to further performance.

**ATTACHMENT A
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to CSC in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by CSC shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advert. Inj. \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	YES/NO		
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on CSC business	\$1,000,000	YES/NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____ State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence	\$500,000	YES/NO
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name CSC, its officers, agents and employees, as additional insureds and shall provide CSC with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name CSC as an additional insured, but must list CSC as a certificate holder and provide a thirty (30)-day notice of cancellation to CSC.

Certificates of Insurance shall be forwarded to:

CSC
 Attention:
 Address

Contractor agrees to deposit with CSC, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy CSC that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with CSC during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

**ATTACHMENT B
SCHEDULE**

[CSC: INSERT MILESTONE DATES OR SCHEDULE HERE]

Exhibit F-14

- **Participant Insurance**

**COMMUNITY SERVICES CONSORTIUM
SUMMARY OF INSURANCE IN FORCE**
July 1, 2012

As of July 1, 2012

Policy Number	Company	Coverage	Limits	Deductible	Policy Period From To	Annual Premium																												
12PCSC	City / County Ins. Services	Buildings Contents Mobile Equipment Earthquake Flood other than zones A & V Flood Zones A & V	Per CIS Policy Schedule Per CIS Policy Schedule Per CIS Policy Schedule \$5,000,000 2%, \$5,000 Min, \$50,000 Max \$5,000,000 2%, \$5,000 Min, \$50,000 Max Included	\$2,500 \$2,500 \$1,000	7/1/2012 7/1/2013	\$9,663.00																												
12LCSC	City / County Ins. Services	Tort Liability	Occurrence \$5,000,000 Aggregate - \$15,000,000	None	7/1/2012 7/1/2013	\$64,518.00																												
12LCSC	City / County Ins. Services	Employment Practices Liability	Included	None	7/1/2012 7/1/2013	Included																												
12LCSC	City / County Ins. Services	Automobile Liability	Included	None	7/1/2012 7/1/2013	\$10,437.00																												
12APDCSC	City / County Ins. Services	Automobile Physical Damage	Actual Cash Value	Per CIS Policy Schedule Per CIS Policy Schedule	7/1/2012 7/1/2013	\$7,486.00																												
496533	S A I F Corporation	Workers' Compensation	Per Policy Schedule	N/A	7/1/2012 7/1/2013	\$45,008.00																												
PHPK879490	Philadelphia Insurance	General/Auto Liability & Professions: (For Five Separate Non-Profit Corps)	\$1,000,000/\$1,000,000	Occurrences/Aggregate	7/1/2012 7/1/2013	\$1,346.00																												
103016730	Travelers	Employee Dishonesty Forgery or Alteration Computer Fraud	\$1,000,000 \$1,000,000 \$600,000		7/1/2011 7/1/2014 (Each Annual Installment)	\$3,672.00																												
52 SR 702468	Hartford Ins. Group	Excess Accident Ins. Participants	Per Policy Schedule	Any other valid Ins.	7/1/2012 7/1/2013	\$310.00																												
52 SR 702165	Hartford Ins. Group	Lincoln Co Head start Accident Ins.	\$25,000 Max. Benefit \$1,000 Max. Dental Limit See Policy for other limits	None	9/1/2012 9/1/2013	\$394.00																												
<table border="0"> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$82,105.00</td> </tr> <tr> <td>CIS multi-line credit</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>(\$2,463.00)</td> </tr> <tr> <td>Bonus Program Credit</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>(\$1,080.00)</td> </tr> <tr> <td>CIS Total</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$78,552.00</td> </tr> </table>						Total						\$82,105.00	CIS multi-line credit						(\$2,463.00)	Bonus Program Credit						(\$1,080.00)	CIS Total						\$78,552.00	
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Bonus Program Credit						(\$1,080.00)																												
CIS Total						\$78,552.00																												

Barter-Uerlings Insurance

Exhibit F-16

- **Procurement Procedure**

Subject: **CONTRACTING FOR SERVICES AND USE OF REQUEST-FOR-PROPOSAL BIDDING SERVICES** **Section IV- H-1**
Page 1 of 1

Policy: The purpose of this procedure is to provide a central point of coordination for all goods or services purchased through contractual or bidding process. The CSC Attorney will assist the departments in purchasing review, request for proposals, bidding procedure and contract development.

ADDRESSED TO	STEP	PROCEDURES
Department Staff	1	Review requirements for purchasing services with Department Director.
Department Director	2	Approves the request for purchase of services after determining the availability and appropriateness of funds.
CSC Attorney	3	Reviews purchasing requirements with Department Director or designated staff. Develops bidding/contract documents for completion of purchasing cycle.
Department	4	Conducts bidding process.
CSC Attorney	5	Reviews process conducted by department and submits completed documents and recommendation to the Executive Director.
Executive Director	6	Approves final selection of Contractor and approves purchase order. (If over \$50,000, purchase must be approved by Executive Committee of the Governing Board)
Admin Svcs Coordinator	7	Routes contract, if required, for tracking of documents
CSC Attorney	8	Approves document, as necessary, as to form and compliance.
Executive Committee	9	Approves contract (if necessary).
Department Staff	10	Makes purchase through usual purchase order process.

Subject: CONTRACTING FOR SERVICES - SMALL BUSINESS AND MINORITY FIRMS **Section IV-H-2**
Page 1 of 1

Policy: The purpose of this procedure is to place a fair share of purchases with small business and minority firms, women's business enterprise and labor surplus area firms. CSC is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

ADDRESSED TO	STEP	PROCEDURES
Regional Managers/ Department Heads	1.	Place small, minority, and woman-owned firms on bidders mailing lists. Include language in any contracts that require the prime contractor with CSC to take the affirmative steps required of this agency in letting of any subcontracts.
	2.	Solicit such firms whenever they are potential sources of supplies, equipment, construction, or services.
	3.	Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
	4.	Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Office of Small and Disadvantage Business Utilization, DHHS, and similar state and local offices, where they exist. This policy is in conformance with OMB Circular A-102 Common Rule for Uniform Administrative Requirements. Policy revised July 2003

Subject: PURCHASING LARGE EQUIPMENT ITEMS AND USE OF REQUEST-FOR-PROPOSAL BIDDING FOR GOODS **Section IV-I**
Page 1 of 1

Policy: The purpose of this procedure is to provide a central point of coordination for all goods purchased through the bidding process. The Finance Director and the CSC Attorney will assist the Departments in purchasing review, request-for-proposals, and bidding procedures.

ADDRESSED TO	STEP	PROCEDURES
Department Staff	1	Review requirements for purchasing large equipment items with Department Director.
Department Staff	2	For those pieces of property that require funding source approval, submit a request letter to the funding source with a copy to the Finance Department. For most federal agencies, the threshold for requiring written prior approval for purchase of equipment is \$5,000. Grants may specify a lower amount and the grant agreement will prevail over other CSC thresholds.
Department Director	3	Approves the request for purchase of large items after determining the availability and appropriateness of funds.
CSC Attorney	4	Reviews purchasing requirements with Department Director or designated staff. Develops bidding documents for completion of purchasing cycle.
Department	5	Conducts bidding process, etc.
CSC Attorney	6	Reviews process conducted by Department and submits completed documents and recommendation to the Executive Director.
Executive Director	7	Approves final selection of supplier and approves the purchase order. (If over \$50,000, or amount set by current signatory policies, purchase must be approved by Executive Committee.)
Department Staff	8	Makes purchase through usual purchase order process.
Department Staff	9	To record the purchase of large equipment items, follow the procedures as outlined in Fixed Asset section of the CSC Finance Procedure Manual.
		Policy revised July 2003.

Exhibit F - 17

- **Request for proposal**
- **Contract for Employment & Training Services**
 - *Boiler Plate Language: #34**
 - *Non-Discrimination & Accessibility**
- **I-Trac License Agreement — Expiration Date: June 30, 2014**

**The Region 4
Linn, Benton and Lincoln Counties
Workforce Investment Board
Youth Council**

**Request For Proposal
For Workforce
Investment Act
Youth Services**

FOR THE PERIOD

7/01/2005 THROUGH 06/30/2006

REQUEST FOR PROPOSAL: WORKFORCE INVESTMENT ACT YOUTH SERVICES

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REQUEST FOR PROPOSAL: WORKFORCE INVESTMENT ACT YOUTH SERVICES INTRODUCTION and OVERVIEW

It is the intent of the Region 4 Workforce Investment Board Youth Council to provide an equal and open opportunity in the selection of providers for workforce development services to youth in Linn, Benton and Lincoln counties, Oregon. The vision of the Region 4 Workforce Investment Board Youth Council is to assist youth in becoming lifelong learners who have the skills and opportunities to support long-term success in the job market.

The mission of the Region 4 Youth Council, under the guidance of the Region 4 Workforce Investment Board is to facilitate the development of a coordinated, self-sustaining youth development and employment system that meets and anticipates the needs of future workers and employers.

The overall goal for the provision of funds under this procurement is to assist at-risk, economically disadvantaged youth ages 14-21 in achieving major educational attainment, skill development and/or employment. Some older youth ages 18-21 will be served through the Title 1B Adult program as appropriate. Services should be designed and delivered in a manner that maintains focus on and is relevant to job placement, career development and educational attainment. This can be accomplished through a variety of youth development strategies described herein.

For the purposes of programming this means:

- ✓ Tying services to labor market needs,
- ✓ Creating effective connections to local and regional employers,
- ✓ Developing meaningful connections between academic and occupational learning,
- ✓ Providing education relevant to the job market and further education,
- ✓ Linking to post secondary educational opportunities,
- ✓ Providing activities and services that support youth development, and
- ✓ Providing follow up services- these are central to the development of effective youth programs

The Region 4 Workforce Investment Board/Youth Council is emphasizing the following youth program themes in response to direction from the Workforce Investment Act (WIA) requirements:

- ✓ Increased connections to employer and labor market information,
- ✓ Focus on more intensive year round programming,
- ✓ Emphasis on long term outcomes,
- ✓ Increased focus on academic achievement, alignment with state education requirements, and post secondary readiness,
- ✓ Delivery of 10 specific service elements, and
- ✓ Requirement to provide twelve months of follow-up for all students who receive WIA-funded services.

Funds identified for this Request for Proposal (RFP) are from the federal Workforce Investment Act of 1998 (WIA) through the United States Department of Labor. All services provided under contracts awarded through this Request for Proposal are subject to the regulations set forth under WIA.

The Contract, projecting an amount of **\$574,200 (Revise amount ???)** (9 months), will be awarded. The amount for year two is not currently available from the Federal Government. The actual contract award is based upon funding availability. Contracted services, including follow-up services, are to be provided July 1, 2005 through June 30, 2006. At its discretion, The Region 4 Workforce Investment Board may extend the length of contracts up to an additional four years.

REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES

LEGAL ADVERTISEMENT

The Region 4 Workforce Investment Board Youth Council, requests proposals from qualified organizations for the provision of youth services funded under the Workforce Investment Act (WIA) as described in the proposal documents available through. Please request a copy of this document by phone (541) 758-2605 or mail at the following address:

**Youth Council
The Region 4 Workforce Investment Board offices
545 SW 2nd, Suite A,
Corvallis, OR, 97333**

Youth Services to be provided will serve Linn, Benton and Lincoln Counties. Under the Workforce Investment Act (WIA), the following elements must be addressed in the applicants program design. All youth do not need to take part in each of these elements, but each must be made available.

The 10 Elements are:

1. tutoring and similar services, including dropout prevention strategies, leading to a high school diploma
2. alternative education services
3. summer employment linked to academic and occupational learning
4. paid and unpaid work experience
5. occupational skill training
6. leadership development, including community service
7. supportive services
8. comprehensive guidance and counseling, including drug and alcohol abuse
9. follow-up services for at least 12 months
10. adult mentoring during program participation

A MANDATORY "Letter of Intent" to submit a proposal will be required by March 25, 2005, 5:00 p.m. Pacific Daylight Time. It shall be sent to: Dar Merrill, Chair, Region 4 Workforce Investment Board Youth Council, 545 SW 2nd St., Suite "A", Corvallis, OR 97333. If no "Letter of Intent" is received by the above date and time, no future proposals will be accepted.

**Publish: 3 county newspapers
Oregonian
Register Guard**

REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES

INSTRUCTIONS/EVALUATION/TIMELINE

REQUEST FOR PROPOSAL (RFP)

Proposals will be competitively selected based on the scoring of the RFP responses. Proposals must be received by the Region 4 Workforce Investment Board Youth Council by 5:00 p.m., April 15, 2005. Awards are contingent upon fiscal and administrative qualification and successful contract negotiation. The contract negotiation process shall be bound by the best terms originally offered by the respondent in the proposal. Within 15 business days after the beginning of the funding period, PROPOSERS must execute their contracts.

PROPOSAL SUBMISSION

Please prepare your response to the RFP in the following manner providing accurate, valid and full disclosure of information. If you fail to follow instructions and/or fail to respond to all parts of the RFP, your proposal shall be deemed non-responsive and will not be considered. The Region 4 Workforce Investment Board Youth Council will not accept any amendments, revisions or alterations after the proposal due date unless requested.

CONTENT OF RFP PROPOSAL RESPONSE

Provide one original and five complete copies of the proposal submitted containing the following:

1. Completed Cover page from Section VIX. Exceptions to the specifications within this Request for Proposal must be noted here. The cover page must be signed by an individual authorized to represent your organization, to act on behalf of it, and to legally bind it in all matters related to this Request for Proposal.
2. Written responses to Section VI., questions 1-7, in the order presented. Responses must be single spaced, on numbered 8½ inch x 11 inch pages, with font size 11 or larger and formatted in Microsoft Word. Responses to questions 1-6 must be limited to 10 pages total.
3. Letters of Commitment Regarding Partnerships, as Requested in Section V. Question 5d.
4. Completed Budget Forms from Section VII, Budget Information.

Provide one complete set of the information/documentation requested in Section IV. Administrative And Fiscal Specifications in the order presented.

Submit proposals in a sealed, opaque envelope, having the return address include the name and address of the Proposer. The envelope must be plainly marked "Proposal Response for Region 4 Workforce Investment Act Youth Services" and deliver no later than 5:00 p.m., April 15, 2005, to: Dar Merrill, Chair, Region 4 Workforce Investment Board Youth Council, 545 SW 2nd. St., Suite "A", Corvallis, OR 97333 Submit proposals on forms specified in the proposal documents, acknowledging receipt of all addenda. Multiple Envelopes may be submitted, however, these must be numbered.

Proposal responses will be received by: **Dar Merrill, Chair, Region 4 Workforce Investment Board Youth Council, 545 SW 2nd St. , Suite "A", Corvallis, OR 97333 until 5:00 p.m., Pacific Daylight Savings Time (PDST), April 15, 2005.**

Proposals will be opened as received, Proposal responses received after 5:00 p.m., Pacific Daylight Savings Time (PDST), April 15, 2005, will not be accepted nor returned.

Submit proposals on forms specified in the proposal documents, acknowledging receipt of all addenda.

Any submitted proposal may not be withdrawn by the proposer for one year after the closing date of the RFP.

The letters of commitment regarding partnerships, as requested in Section V. Question 5d, must be received by: **Dar Merrill, Chair, Region 4 Workforce Investment Board Youth Council Office, 545 SW 2nd, Suite "A", Corvallis, OR 97333 by April 29, 2005.** Your letters must all be submitted in one envelope labeled "Youth RFP Letters of Commitment for (Insert Your Business Name Here)" and addressed as above.

TIMELINE

March 1	Release of Request for Proposal/Publication of Legal Ad
March 25	Letter of Intent to Submit a Proposal (Mandatory)
April 15 5:00 p.m. PDST	Deadline for Proposal Receipt
April 25 – April 29	Review Period
May 24	Region 4 Workforce Investment Board Youth Council Provisional Award Notifications, Contract negotiations begin; Notices Issued to Unsuccessful Proposers
May 24- May 27	Grievance Period
May 23	Region 4 Workforce Investment Board approval of any adjustments resulting from protest process.
June 1, 2005	Contracts Signed and Issued

RFP INQUIRIES AND ADDENDA

All inquiries related to the RFP are to be submitted by e-mail. E-mail inquiries shall be identified in the subject line as "WIA Youth RFP Inquiry" and sent to: **Youth Council, Region 4 WIB, 545 SW 2nd St., Suite "A", Corvallis, OR 97333.** Responses will be made by e-mail within 72 hours. **Questions received after Noon on April 15, 2005 will not be answered.**

Written addenda to this Request for Proposal, as necessary, will be issued up to 72 hours of the RFP Closing Date.

COST OF PREPARING PROPOSALS

Costs for developing the proposals are solely the responsibility of the bidders. The Region 4 Workforce investment Board will not provide reimbursement for such costs.

WITHDRAWAL OF PROPOSAL

A submitted proposal may be withdrawn prior to the proposal closing date. A written request to withdraw the proposal must be received in writing to: **Dar Merrill, Chair, Region 4 Workforce Investment Board Youth Council, 545 SW 2nd, St. Suite "A", Corvallis, OR 97333**

PUBLIC RECORDS

Applicants are advised that most documents in the possession of The Region 4 Workforce Investment Board are considered public records and subject to disclosure under the State Public Records Law (ORS 192.410 -192.505).

EVALUATION PROCESS

There will be a 2-stage evaluation process:

- 1) The initial review of proposals will be conducted by an evaluation committee representing the Region 4 Workforce Investment Board Youth Council. These representatives will recommend qualifying proposals to the Region 4 Workforce Investment Board Youth Council.
- 2) The Region 4 Workforce Investment Board Youth Council members will recommend final selections and assure equitable regional distribution. The proposal selected for approval by the Region 4 Workforce Investment Board will be required to submit the documentation to demonstrate administrative and fiscal qualifications. (See Section V. Administrative and Fiscal Specifications).

Evaluation Committee members will tabulate and average proposals according to the criteria and assigned points specified in Evaluation Criteria Section VII. The Fiscal Agent for the Region 4 Workforce Investment Board retains the right to request additional information from any applicant.

The committee members' scores will be calculated. Scores will be used as a guide for discussion and selection of proposals (if no response adequately addresses the services and outcomes requested, the committee might recommend that no award be made). The recommended proposal will be sent to the Region 4 Workforce Investment Board chair for approval. To the greatest possible extent, the funded proposal will be to serve a wide array of the target populations identified herein.

A respondent may not be recommended for funding, regardless of the merits of the proposal submitted, if they have a history of contract non-compliance with the Region 4 Workforce Investment Board or any other funding source and/or poor past or current contract performance with any other funding source. The respondent may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

GRIEVANCE OF CONTRACT AWARDS

Applicants who have submitted a proposal may protest the award of a contract to another applicant under the conditions set forth below. The process for grievances must be as follows: Grievances must be sent in writing by first class U.S. Mail, return receipt requested to **Dar Merrill, Chair, Region 4 Workforce Investment Board Youth Council, 545 SW 2nd St., Suite "A", Corvallis, OR 97333** by **May 26, 2005**. All protests are public information after the protest period ends.

All grievances must state the basis for the grievance in clear terms and provide an alternative the protester finds acceptable. The basis of the grievance must be a violation of a state or federal contracting law, rule or regulation, which is applicable to the contracting process.

The Region 4 Workforce Investment Board or its delegates will review grievances that meet the above conditions.

During any part of the review or consideration, the protester may be asked to clarify or amplify statements or to provide proof of claims or other statements. Any such requests must be fully responded to within the time designated by Region 4 Workforce Investment Board. In the event a protester fails to respond, the grievance will be dismissed and no further protest will be accepted.

The Region 4 Workforce investment Board will review the grievance and issue a written response that is intended as a complete and final answer to the protest.

REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES

PROGRAM SPECIFICATIONS

TARGET POPULATION

Youth served under this procurement must meet the following criteria.

1. Low-income
2. Legal citizens or residents of the US and registered for the Selective Service (if old enough)
3. At least one of the following challenges:
 - Deficient in basic literacy skills,
 - School dropout,
 - Homeless, runaway, or foster child,
 - Pregnant or parenting youth,
 - Offender or
 - Youth requiring additional assistance because of one or more of the following:
 - ✓ At-risk of dropping out of school
 - ✓ Limited English Proficient
 - ✓ Migrant family status
 - ✓ Gang involved/affected status
 - ✓ Involved with the Juvenile Justice department
 - ✓ Substance abuse
 - ✓ Care-giver status
 - ✓ Domestic abuse
 - ✓ Lack of stable/affordable housing
 - ✓ Disability (including Learning Disability)

FURTHER PROJECT INFORMATION

In general, applicants that offer the most comprehensive mix of high-quality programs and services for participating youth, based on the WIA ten required elements and other examples of effective practice, will be recommended through the Region 4 Workforce Investment Board Youth Council to the Region 4 Workforce Investment board for funding.

Year-round program operations may include extended-time programming before school, after school, Saturdays and inter-sessions. Services may demonstrate close working relationships with teachers and principals, and can also include the design and delivery of activities that involve families of participating youth. Providers are also encouraged to develop unsubsidized employment or service opportunities for participating youth during the school year, as appropriate.

Year-round program operators may choose to subcontract with providers of special services that enhances the delivery of services to the specified target group. Any potentially sub-contracted activities must be clearly identified in the proposal.

Year-Round Program

Program Requirements:

Funds will support programs that serve 14-21 year old eligible youth in a year-round program. Out of school youth may be served in this category with the goal of completion of their educational program. Applicants will propose a comprehensive mix of elements including a rich and diverse program of support continuing throughout the 2005-06 school year.

Goals:

The primary goals include: (1) to promote student mastery of academic standards as demonstrated by school assessment and other nationally-recognized instruments; (2) to support and to promote high school completion, including successful student transitions; (3) to prepare participating youth for opportunities available for postsecondary education and advanced training; and (4) to increase career awareness and development by providing work readiness and life skills training; (5) to provide opportunities for leadership development and/or community service.

KEY PROGRAM COMPONENTS

- 1. Certification:** Under the WIA legislation for federal funding, all youth must meet eligibility criteria defined in this section. Certification of eligibility for any WIA funded programs must be completed prior to enrollment. Certification includes income determination. The Region 4 Workforce Investment Board will assist contractors providing technical assistance on the certification process to determine eligibility.

In the past, eligibility for free lunch could be used to determine income. However under WIA, this no longer meets legislative requirements. There is a strong effort to reinstate this criterion. The Region 4 Workforce investment Board expects to be notified by the Department of Labor of its decision by the beginning of summer 2000.
- 2. Orientation:** All participants must receive information on the full services that are available through eligible providers, including contracted programs and regional career center partners.
- 3. Assessment:** Each participant shall be provided with an objective assessment of his/her academic, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs. Where appropriate, recent assessments could be used in lieu of additional assessment. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.
- 4. Individual Service Plan (Career Plan/Self Sufficiency Plan):** An individualized, written plan of long and short-term goals (that includes educational, employment related and personal support services needed) will be developed for each participant. Programs should use objective assessment information to develop this plan. The plan should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.
- 5. Referral:** Any eligible youth who is not enrolled in services at a contracted program must be given the referral information regarding the full array of applicable or appropriate services available

through local programs including career center partners and providers. In addition, youth should be given referrals for further assessment if determined appropriate. Programs are strongly encouraged to link and share information with other youth serving agencies, organizations and training providers in order to meet the individual needs of all youth.

6. **Supportive Services:** Supportive services are those necessary to assist the youth to be successful in achieving their goals. This may include transportation, childcare, work-related tools, clothing etc. To the greatest extent possible, programs should address support service needs through leveraging of existing resources and private/public partnerships.
7. **The Region 4 Career Development Network (Linn, Benton and Lincoln Counties):** The Region 4 Career Development Network provides workforce development services to adults in one-stop career centers in Linn, Benton and Lincoln counties. The Region 4 Workforce Investment Board youth PROPOSERS will be expected to engage in partnerships to provide additional resources and services to youth. Specifically programs serving youth, ages 18 – 21 years old should be actively participating with the career center partners to ensure that these youth have access to the full range of services available.

REQUIRED ELEMENTS

Under the Workforce Investment Act (WIA), the following elements must be addressed in the applicants program design. Elements can be made available directly or through partnerships. The primary goals are meeting individual needs and continuity of services. If partnering to provide these elements, programs must show how they will ensure follow through and coordination of services.

All youth do not need to take part in each of these elements, but each must be made available. Follow-up services must be offered to all youth participating in a WIA funded program.

The 10 Elements are:

11. tutoring and similar services, including dropout prevention strategies, leading to a high school diploma
12. alternative education services
13. summer employment linked to academic and occupational learning
14. paid and unpaid work experience
15. occupational skill training
16. leadership development, including community service
17. supportive services
18. comprehensive guidance and counseling, including drug and alcohol abuse
19. follow-up services for at least 12 months
20. adult mentoring during program participation

The Region 4 Workforce Investment Board Youth Council is still seeking clarity on what constitutes follow-up services. We expect to have further guidance from the federal government in the spring. We are relying on programs to determine what is best for youth in designing their follow-up strategy for the purposes of this RFP. The goal is to ensure continuity of services and progress towards the performance outcomes.

The Region 4 Workforce Investment Board Youth council recognizes a gap in the availability of mentoring services for the target population. Therefore, programs will not be required to provide this element in this application. However, applicants are encouraged to provide this element or describe how this element will be delivered through a partnership.

ACADEMIC REQUIREMENTS

In order to assist participating youth in both academic and occupational success, services must have a strong emphasis on academic skill gains in Basic English language literacy skills and math computation skills. The target population to be served includes youth who may have low basic skills, defined as below 8th grade level. All programs must provide academic services to assist in skill gains for basic skills deficient youth. Assessment instruments must be utilized to show skill level gains. The Region 4 Workforce Investment Board Youth Council will work with contracted programs to identify appropriate tools.

Quality program design should address alignment to state educational requirements including Certificate of Initial Mastery (CIM) and Certificate of Advanced Mastery (CAM) with emphasis on Career related Learning Standards. This application encourages providers to show alignment with state educational reform standards where applicable (e.g. partnerships with public school systems via shared curriculum, instruction delivered by school systems, etc.)

There are a variety of research-based strategies that are effective in assisting youth to attain skills, as follows:

Basic skills instruction. Depending on individual needs of the learner, a variety of instructional strategies are effective in supporting students toward academic skill level increase, including instruction in English as a Second Language, alternative programs geared toward high school completion or GED, after-school or evening sessions and on-line education and individualized tutoring and/or study skills support.

Work-based learning. Work-based learning provides youth with opportunities for paid employment, workplace mentoring, and academic enhancement in the context of the job being performed. School district programs have demonstrated that, compared to their non-participating peers, work-based learning participants have higher GPAs, better attendance, are less likely to dropout, and more likely to go on to postsecondary education and/or training.

Service Learning. Service learning activities combine service to communities and individuals with opportunities to build leadership, skills, enhance citizenship and boost academic performance. Research has demonstrated that youth participating in service learning tend to demonstrate an increased understanding of and commitment to their communities, and appreciate the value of academic knowledge as a vehicle to promote positive community change.

Project Based Learning Strategies. Youth value learning more when they have opportunities to apply what they know and are able to do. In addition to work-based and service learning opportunities, other types of contextual learning strategies, where academic skills are taught and reinforced in the context of an activity of interest and value, are encouraged.

Postsecondary Readiness and Exposure. Many young people, particularly those who are the focus of WIA programming, often do not think of themselves as potential college students. Programming that provides such youth with direct exposure to and experiences with postsecondary institutions can have a positive impact on their sense of the future and their motivation to build academic skills to succeed at the postsecondary education level and in meaningful careers.

Relationships with Caring Adults. Year-round programming provides important opportunities to build connections for participating youth with caring adults that can promote long-term positive results by heightening youth awareness of life and career opportunities. These relationships may be formed with adults at a worksite or service venue, within a school, or outside of the formal activity in which the youth is involved. Since research suggests that the best results are achieved when a mentoring relationship

lasts at least six months, year-round programming has the potential to make significant differences in a participant's academic and occupational future.

Opportunities for Youth-Leadership Development. Allowing youth to develop leadership skills and to design and lead some aspects of program activities, can promote skills and confidence relating to leadership, decision-making and team-building. Such opportunities could be formed around school projects, community events, service organizations, and peer support networks that provide opportunities to address issues that arise through the work or service activity.

Other Strategies that Reflect WIA Required Elements. Applicants may choose to propose other innovative strategies that are comprehensive and that reflect WIA requirements.

EMPLOYER CONNECTIONS

Meaningful connections to employers are essential in the creation of a system of providers that can effectively assist youth to become highly skilled and employable. The Region 4 Workforce Investment Board has identified several strategies for doing this. They include both systemic and program level approaches to meaningful, quality connections to employers.

Strategies include:

- ◆ Requiring applicants to show significant partnerships with employers,
- ◆ Inviting employers and youth development agencies to apply for funds, and
- ◆ Building strong employer connections through the regional employer resources.

In addition to the program strategies required in the RFP, the Region 4 Workforce Investment Board Youth Council requires and supports projects and programs with strong employer involvement. The Youth Council and the Linn, Benton and Lincoln Counties Career Development Network are committed to improving connections between youth serving organizations and employers.

Applicants are being asked to demonstrate meaningful employer connections. These connections should lead to increased placements in employment or continuing education, as well as, meaningful exposure to the world of work leading to measurable skill increases.

Programs should be oriented to increase career development experiences that demonstrate meaningful employer involvement which is defined as structured, supervised, and contextual world of work experiences with documented learning outcomes. Career development experiences should mirror the definitions and standards associated with the Oregon Educational Act for the 21st Century (see information at <http://www.ode.state.or.us>) specifically the career related learning standards components and criteria. Work based learning experiences are those that:

- ◆ Take place in the context of actual work environments and/or community service projects,
- ◆ Link to learning outcomes,
- ◆ Developed in part with employer input and industry specific skills and
- ◆ Based upon labor market information.

Employment related activities can include:

- ◆ Unsubsidized private sector work experiences
- ◆ Subsidized work experience
- ◆ Internships
- ◆ Job shadows
- ◆ Exposure to various aspects of industry
- ◆ Job search assistance, placement and retention
- ◆ Project Based Learning

- ◆ Career Mentoring
- ◆ Service Learning
- ◆ Occupational skill training
- ◆ Employment opportunities directly linked to academic and/or occupational

Applicants are encouraged to make employer connections that leverage resources in the form of staff, funds for training, wages, operational needs related to training space, equipment etc.

BEST PRACTICES - YOUTH DEVELOPMENT PRINCIPLES

National research identifies the following elements of effective practice. The Region 4 Workforce Investment Board plans to contract with providers who exemplify the following principles in the delivery of services to youth.

- ◆ Relationships that maintain continuity of contact with caring adults
- ◆ Strong connections to employers
- ◆ A variety of contextual educational options for skill/competency gains or academic learning through practical application
- ◆ Opportunities for leadership and decision-making and creating positive connections to the community
- ◆ Positive peer support
- ◆ Opportunities for post-secondary education
- ◆ Opportunities for meaningful service to others
- ◆ Follow-up support over a sustained period

OUTCOMES

Successful proposals will emphasize program outcomes. The following is a description of the initial performance outcomes the region 4 Workforce Investment Board Youth Council will use to measure program success. These outcomes reflect current Department of Labor policy. However, we expect additional policy guidance in late spring 2000. This guidance may somewhat alter the measures, their definitions, or the formulas with which performance is calculated.

However, we anticipate that any changes resulting from either federal- or state-level policy will be minimal. Bidders may be confident in using the following table to inform the development of their performance plans. All performance goals reflect first year (9 months) of performance only.

Constituents/ Program	Measure
Youth (Younger, 14-18)	Skill Attainment Rate

81%	<p>Skills attained will be measured using a ratio of skills achieved over skills identified as goals. Using a pre/post program framework, you will need to measure skills achieved in three different areas: basic skills, workplace readiness skills, and occupational skills.</p>
Youth Diploma or Equivalent Attainment Rate	
50%	<p>Youth diploma rate will be measured using a similar ratio of achievements over goals. Using a pre/post program framework, you will need to measure the number of youth who attained a diploma (or high school completion/GED) each quarter in relation to those that did not attain a diploma but left the program.</p>
Youth Retention Rate	
58%	<p>Youth retention rate implies (and includes) placement in work or educational program. You will need to measure the number of young people engaged in one of the following two quarters after leaving the program:</p> <ul style="list-style-type: none"> -- post-secondary education -- advanced training -- employment -- military service -- qualified apprenticeships
Youth (Older, 19-21)	Entered Employment Rate
67%	<p>Entered employment rate for older youth is intended to emphasize youth attachment to work. Although the Employment Department will be the primary data source for this outcome measure, you will need to work with the Region 4 Workforce Investment Board Youth Council to track placement information for youth not enrolled in post-secondary or advanced training.</p>
Employment Retention Rate	
75%	<p>For older youth, retention implies continuous connection to work, rather than to educational opportunities or other programs. Although the Employment Department will be the primary data source for this outcome measure, you will need to work with the Region 4 Workforce Investment Board Youth Council to track retention information for youth not enrolled in post-secondary or advanced training.</p>
Earnings Gain	
\$2750	<p>Earning gains will be measured by comparing pre-program earnings to post-program earnings using the Department of Labor's formula. Although the Employment Department will be the primary data source for this outcome measure, you will need to work with the Region 4 Workforce Investment Board Youth Council with to track wage information that will help you manage your program.</p>
Credential Rate	
28%	<p>The credential rate is intended to measure the ability of programs to help young people obtain specific work-related or educational achievements. You will need to measure the credentials achieved by youth in your program relative to their numbers.</p>

Inherent in these measures is considerable flexibility for the Region 4 Workforce Investment Board Youth Council and program staff in developing common notions of the definitions above for example, developing a shared model for "workplace readiness" and common or at least comparable assessment tools with which to measure "workplace readiness skills."

Support staff of the Region 4 Workforce Investment Board Youth Council will be working with Contractors on these issues, particularly in the initial quarter of program implementation. Finally, bidders will be expected to develop a clear strategy for investing program dollars in their youth customers in a way that generates corresponding rational outcomes. For example, expects programs serving fewer youth to generate a greater range of outcomes; other programs may target greater numbers of youth, but fewer outcomes for youth. Creativity and innovation in establishing this balance is encouraged.

FUNDING/BUDGET GUIDELINES

Funding available under this proposal is limited. The fiscal agent for the Region 4 Workforce Investment Board will not be specifying minimum or maximum funding levels or cost per participant for applicants. Keep in mind that all costs associated with proposed programs and cost per participant should be reasonable in light of available funding.

There is an expectation that programs will leverage resources in order to meet described outcomes. Funding available under this RFP should be directed towards services that are not currently being offered or funded elsewhere.

Budget Line-Item Definitions:

Personnel: Staff salaries and benefits associated with program delivery. This may not include staff performing administrative functions (fiscal, managerial, fundraising, etc.) or subcontracted professional services or staffing. Client tracking/reporting staff can either be directly included in this category or allocated in the indirect category below.

Operating: All direct expenses for goods and services purchased for program. Includes costs associated with space rental, equipment, utilities, staff travel and training, and general costs to run the program. Please note items that are not given directly to individual participants to keep are included in operating vs. participant (e.g. transportation costs associated with van rental etc).

Costs related to technology needed to accommodate electronic communication may be a part of your budget and will be reviewed for cost effectiveness and reasonableness.

Participant: Participant expenses are items that are spent directly on individual participants. Possible expenses include participant support services (ex: bus tickets to arrive at the project site), participant payments (stipends and wages), participant supplies (items/equipment participants need to complete projects), and participant tuition and fees which may be incurred during enrollment.

Subcontracted: All costs incurred by subcontractors who perform work that achieves any contract goals.

Indirect: Any legitimately allocable costs that support the project. This was previously considered administrative costs. Only those costs that cannot be specifically attributed to one of the above categories should be included here. Indirect costs should be limited to a maximum of **7.5% of direct costs.**

REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES

ADMINISTRATIVE AND FISCAL SPECIFICATIONS

All businesses/organizations must meet a minimum level of administrative and fiscal capacity in order to contract with the fiscal agent for the Region 4 Workforce Investment Board. Therefore, all applicants awards must provide the following Documentation of Specifications prior to conditional award. Failure to satisfactorily provide the following documentation could result in cancellation of award and failure to contract.

Documentation of Administrative and Fiscal Specifications

- Legal Entity (*Proof of Incorporation, 501(c)(3) *<Must submit document proving legal entity.>*
- Written Personnel Policies *<Must submit table of contents of personnel policies.>*
- Written Conflict of Interest Policy for Staff and Board *<Must submit copy of Conflict of Interest .>*
- Written Grievance Procedure for Customers/Clients *<Must submit copy of grievance procedure.>*
- Ongoing Quality Assurance Process for Services *<Must submit descriptions of process.>*
- Proven Fiscal Capacity including Capacity for Fund Accounting *<Must submit bound copy of most recent formal audit completed within last 2 years. Must satisfactorily address all findings.>*
- A minimum of \$1,000,000 general liability and auto insurance naming the Fiscal Agent of the Region 4 WIB additional insured is required. Provide a letter from insurer identifying Workers Compensation Insurance and General Liability Insurance levels. *<Must submit certificates of insurance at contract signature.>*
- Internet connectivity, individual E-mail accounts for staff working for the Region 4 Workforce Investment Board, and workstation capable of running the latest versions of web browsers, or willingness and budget to acquire these technologies. *<(Must submit letter describing how organization currently addresses or plans to address these criteria.>*

Submission of Documentation

- ✓ Enclose all requested information listed above in a single package. Do not include any information that is not specifically requested.
- ✓ Include a cover letter identifying your organization and signed by an individual authorized to represent your organization, to act on behalf of it, and to legally bind it in all matters related to the Documentation of Qualifications.

Submit 1 full and complete copy of the documentation listed above under Documentation of Administrative and Fiscal Specifications. Your package must be labeled and be addressed as follows: Wayne Johnson, Chair, Region 4 Workforce Investment Board Youth Council, Linn-Benton-Lincoln ESD, 905 4th St. SE, Albany, OR 97321

CONTRACTOR RESPONSIBILITIES

Program success is contingent upon the ability of the Contractor to meet the demands of managing and administering the program in a dynamic environment. Contracts awarded will be based on cost reimbursement with allowable costs limited to those reasonable and necessary for the effective and efficient performance of the contract services. Partial payment may be withheld for failure to meet Contract performance goals. Contractor responsibilities include but are not limited to:

1. Program operations and fiscal management,
2. Monitoring/evaluation,
3. Client tracking and documentation,
4. Timely billings and reports,
5. Timely reporting of required data/information, and
6. Cooperation and coordination with appropriate staff and others doing related work.

TECHNOLOGY/TRACKING

The Region 4 Workforce Investment Board will require contractors to use the Region 4 WIA Management Information System to collect and report student demographics, eligibility, activities, skill achievement and programs completion. The Region 4 WIA MIS is deployed over the web and can be accessed from the contractors site. Technical assistance will be provided to contractors by WIB staff. Contractors are also expected to have effective e-mail capacity.

To support this information sharing, at program start, contractors will need to have the following in place:

- Internet connectivity. A standard consumer grade modem dial-up connection is acceptable but not recommended.
- Maintenance of individual email accounts for employees doing business with the Region 4 Workforce Investment Board. The email accounts should allow attachment size of at least 1 Megabyte.
- A Windows 95 or better workstation capable of running the latest versions of Microsoft Internet Explorer or Netscape Navigator web browsers.
- **Costs related to technology may be a part of your proposal budget and will be reviewed for cost effectiveness and reasonableness.**

PARTICIPANT PAYROLL

The Fiscal Agent for the Region 4 Workforce Investment Board will not provide participant payroll services for Contractors. Contractors must provide all participant payroll services including collecting I-9 and W-4 information, issuing checks to participants, and reporting to appropriate agencies and individuals. Contractors must comply with applicable Bureau of Labor and Industry regulations, and child labor laws. In addition, Contractors are responsible for collecting, processing and maintaining the appropriate payroll information required by law. Technical assistance will be provided by WIB staff.

REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES

PROPOSAL QUESTIONS

Please read all of Section IV. - Program Specifications before answering these questions. Responses to questions 1-6 should be limited to 10 pages total. Clarity and brevity are encouraged. In addition, applicants must complete the cover page, budget information, as well as letters of commitment from partners. Please see Proposal Instructions in Section II.

1. PROGRAM DESCRIPTION

- a) Please provide a brief overview of proposed project.
 - How will the proposed program fit into your organizations mission and goals?
- b) Describe the target population and primary geographic area(s) to be served.
- c) Describe your past experience and results delivering services in similar projects and/or to similar populations.

2. GENERAL PROGRAM OPERATIONS

- a) Describe outreach and recruitment strategies for target population in both urban and rural areas.
 - Include partnerships with youth serving agencies, organizations, and schools to reach target populations.
 - What criteria will you use to select youth to be enrolled into your program?
- b) What will you do with youth not selected for participation?
- c) How will you provide outreach and accommodate services to youth with disabilities or whose primary language is not English?
- d) Describe orientation/assessment activities. Include assessment tools, instruments, and methods your program will use to gather the necessary assessment information to develop Individual Service Strategies.
- e) How will your program develop "Individual Service Plan"? How will participant's individual goals be developed, evaluated, and coordinated?
- f) Describe your staffing plan. Include positions, position descriptions, staff to student ratios, and staff areas of responsibility as related to the outlined program.
- g) Describe your project's case management strategy for providing consistent support, follow-through for service plans and referrals, and tracking for individual participants.
- h) Provide a detailed schedule of participant activities including the location of activities.
- i) Describe the strategies you will use to motivate, and/or reward positive participation in the program; and (where appropriate) describe participant payroll, incentive, or performance-based payment methods.
- j) What standards or expectations will be required of youth participating in the program?

- k) Describe the methods you will use to involve youth in the design and leadership of the program.

2. ELEMENTS

- a) Please describe how you will provide each of the required elements.
- Identify any leveraged resources your program will use to support and enhance the delivery of these elements.
- b) If your program will not be providing a service/strategy directly, describe how you will provide it through partnerships and /or subcontract relationships.
- How you will be coordinating services to ensure continuity of contact?
 - How will you coordinate these partnerships to ensure performance towards program goals?
- c) How will your program identify each participant's individual need for the described services?

4. ACADEMIC OPPORTUNITIES

- a) Describe the types of educational opportunities that will be offered to youth.
- b) How will youth that are basic skills deficient be assisted in increasing their skills?
- c) What specific curriculum tools & resources will be used to deliver academic activities?
- d) If providing summer intensive services, describe how you will ensure a link to and continued support through the school year.
- e) If not providing summer intensive services, describe how you will ensure a link to and continued support through the school year.

5. CAREER DEVELOPMENT AND EMPLOYMENT OPPORTUNITIES

- a) What type of work based learning and career development opportunities will be offered to youth?
- b) How will these activities be linked to learning objectives? How will you ensure that employer-defined skills and labor market information are used to guide career development activities?
- c) Describe linkages you have made with employers. Indicate any resources leveraged in the form of funds, operations, etc.
- d) Include letters of commitment from key partners essential to delivering the services and achieving the proposed outcomes. See instructions in Section II. for letters of commitment submission guidelines.

6. OUTCOMES

- a) Please describe your performance objectives.
- Include total enrollments, performance levels of specified outcomes, methods and/or tools you will use.
 - In addition, what interim indicators will you use to ensure progress is being made towards the outcomes?

- b) How will you ensure that youth who cross over into the older age group will achieve both sets of performance criteria?
- c) What (if any) additional outcomes will be part of your program?
- d) How will you evaluate the effectiveness of the program on an ongoing basis?

7. BUDGET

The following Budget information must be submitted – Please See “Funding/Budget Guidelines” in Section IV.

- a) Line Item Budget – see Budget Forms Section VII.
 - Budget Information should include the total costs being requested under this RFP, including Personnel, Operating, Participant Expenses, Subcontract costs, and Indirect costs.
 - Cost per participant based upon requested fund amount in the proposed project.
 - Follow-up Costs – Please indicate the amount of your budget that will be used to provide follow-up.
- b) Budget Narrative - On a separate page attach a budget narrative:
 - Give a brief and concise explanation of each budget item in the same order as the line item budget.
 - Include method and/or formula for estimating each line-item figure.
 - For personnel costs include personnel justification that lists job titles, rate of pay, and FTE or anticipated time to be spent in project activities.
- c) Leveraged Resources– see Budget Forms Section VII.

List other resources that contribute to the delivery of the proposed program. Include Budget Item (type of resource: training wages, staff, operating, etc), brief description, actual or estimated amount, and source that contributes to the delivery of the proposed program.

**REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES
EVALUATION CRITERIA**

Program Description and Operations (25 Points)

- To what extent does the applicant have a successful history of designing and delivering high quality, comprehensive programming for the target population?
- Are program design, services, and operations appropriate to address the unique needs of the target population?
- Are program expectations, incentive strategies, and opportunities for leadership in program operations appropriate to the target population?
- Does the applicant have operational systems (orientation, recruitment referrals for youth not served, assessment, case management, staffing, individual service plans and services for youth with disabilities or limited English Proficiency) in place to effectively deliver the program described?

Program Components (45 Points)

WIA Elements

- Does the proposed program provide the required elements? Does the proposed program provide high quality methodology for delivering the required elements?
- Does the proposal describe an effective process and plan for 12-month follow-up for youth enrolled in the program?
- Are the elements delivered in a way that supports a youth development philosophy?

Academic Opportunities

- Does the proposal extend rigorous academic opportunities for all youth enrolled? Are the curriculum tools and resources sufficient to ensure academic achievement?
- Has the applicant developed a plan to deliver academic assistance to raise the skill level of youth who are basic skill deficient?
- Do summer intensive programs have connections to school year activities in place and are they of a quality nature?

Career Development and Employment Opportunities

- Has the applicant developed significant partnerships with employers to provide ample work based learning continuum and career development activities to all youth enrolled in the program?
- Does proposed program outline how it will use local labor market information and employer defined skills in program in the development career development and employment activities?

Outcome and Evaluation – (15 Points)

- How and to what extent does the proposed program ensure it will meet the outcome requirements of the RFP? Does the proposed plan include performance levels, benchmarks, and methods and tools that will guarantee achievement of the selected outcomes?
- Is there a plan or process in place to ensure ongoing as well as a final program evaluation program for participating youth?

Budget – (15 Points)

- Is there evidence in the proposal of leveraging of resources and in-kind contributions, which will assist in meeting proposal outcomes?
- Do cost per individual and the total allocation sought constitute the most effective use of our resources?
- Does the projected budget effectively support the proposed program?

REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES

BUDGET INFORMATION

ORGANIZATION:

PROJECT NAME:

FUNDING PERIOD:

to:

COST PER PARTICIPANT =

\$

PROJECTED FOLLOW-UP COSTS =

\$

BUDGET CATEGORIES

TOTAL

PERSONNEL EXPENSES

\$

OPERATING EXPENSES

\$

PARTICIPANT EXPENSES

\$

SUBCONTRACTOR

\$

CONTRACT INDIRECT

\$

TOTAL PROJECT BUDGET

REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES COVER PAGE

Organization:

Project Name:

Contact Person:

Phone #:

Address:

Mailing Address (if different):

e-mail Address:

Fax Number:

Projected number of Youth Served: Out of school _____

In School: _____

Youth Participation Dates: Start: October 1, 2000

End: June 30, 2001

Requested Funding Period: Start: October 1, 2000

End: June 30, 2001

Dollar Amount Requested:

Serving youth from the following jurisdiction(s): (Check all that apply)

_____ **Linn County**

_____ **Benton County**

_____ **Lincoln County**

Addenda: Receipt of addenda is hereby acknowledged as follows:

Addendum Number

Date

I hereby declare that the information provided in this RFP response is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it, and to legally bind it in all matters related to the RFP.

Name:

Title:

Date:

Oregon Business Registration

To transact business in the State of Oregon, a bidder must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space:

_____ Corporate Registration

_____ Assumed Business Name Registration

OREGON RECIPROCAL PREFERENCE LAW (ORS 279.029): In compliance with ORS 279.029, bidders must state in their proposal whether they are a resident or non-resident bidder. Proposals that fail to provide this information will be considered non-responsive and will result in the rejection of their bid.

DEFINITION - RESIDENT BIDDER: A bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder."

DEFINITION - NON-RESIDENT BIDDER: A bidder who is not a resident bidder as defined above.

Indicate by an "X" in the appropriate space whether you are an Oregon resident bidder or non-resident bidder:

_____ Oregon Resident Bidder

_____ Non-Resident Bidder

If a non-resident bidder, indicate the state in which the bidder resides and the preference discount given by that state:

State: _____ Preference Discount (percentage) = _____%

The preference discount listed must be specifically for the type of product work or service bid. In determining the lowest responsible bidder, this percentage will be added to bids of non-resident bidders that are given a preference discount.

The Undersigned certifies that this Proposal has been arrived at independently, without consultation, communication, collusion designed to limit independent bidding or competition, or agreement as to any matter relating to this proposal that would in any way interfere with fair competition except as otherwise stipulated by Oregon Statute.

I have read and understood the specifications set forth in this Request for Proposal and agree to abide by and fulfill the requirements thereof if awarded the contract as a result of this proposal.

Signature: _____

Date: _____

**REQUEST FOR PROPOSAL FOR WORKFORCE INVESTMENT ACT
YOUTH SERVICES**

APPENDIX A - DEFINITIONS

Section numbers referred to herein reflect the Workforce Investment Act of 1998.

Administrative Costs:

The allocable portion of necessary and allowable costs that are associated with the overall management and administration of program services and which are not related to the direct provision of the employment and training Services. These costs can be both personnel and non-personnel and both direct and indirect.

Adult:

Except in sections 127 and 132, the term "adult" means an individual who is age 18 or older.

Adult Education; Adult Education And Literacy Activities:

The terms "adult education" and "adult education and literacy activities" have the meanings given the terms in section 203. The term "adult education" means services or instruction below the post secondary level for individuals—

(A) who have attained 16 years of age;

(B) who are not enrolled or required to be enrolled in secondary school under State law; and

(C) who—

(i) lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society;

(ii) do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or

(iii) are unable to speak, read, or write the English language.

Adult Mentoring (Youth):

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

Area Vocational Education School:

Has the meaning given the term in section 521 of the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2471).

Assessment, Objective:

The ongoing participant centered diagnostic evaluation of a participant's employability, interests, values, aptitudes, abilities, educational and vocational history, barriers, motivation and existing skills that lead to the development of an on-going, comprehensive Self Sufficiency Plan for the removal of barriers to employment and the attainment of the individual's career goals. Assessment first occurs at intake and is an ongoing, continuous collection of information to evaluate the effectiveness of support services, training and education and to monitor the participant's progress. A variety of age, developmental and culturally appropriate tools should be utilized.

Audit:

A systematic review by a CPA to determine and report whether an organization's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All successful bidders must submit an audit of their organization. Audits must be performed in accordance with OMB Circulars A-133, or United States Department of Labor and State of Oregon rules. For profit providers are subject to audit under the revised OMB Circular A-133.

Barriers to Employment:

PROPOSERS will have mechanisms for identifying and eliminating barriers to employment that hinder an individual's ability to participate in the labor force. These may include lack of a high school education or its equivalency, basic skills deficits, limited English, and substance abuse.

Basic Education: Adult Basic Education (ABE)/General Equivalency Degree (GED)/English as a Second Language (ESL):

ABE/GED services include: structured, formal written curriculum designed to systematically address basic skills deficiencies and/or lead to passage of GED tests for adult students. Classes are usually self-paced with individualized instruction. The length of instruction depends upon student needs. Instruction is provided by an individual with specialized education or training in delivering basic skills/GED instruction. Individualized electronic instruction through computer based systems may be a delivery system but must include regular access to and assistance from instructors. Student progress is monitored and testing is done to measure student progress.

English as a second language services (ESL) include: structured, formal written curriculum designed to systematically improve an individual's understanding of and use of the English language. Instruction is provided by an individual with specialized education or training in the delivery of ESL services.

Basic Skills:

Those academic skills that include reading, writing and speaking English, and the skills involved in math applications, computing and solving problems.

Basic Skills Deficient:

An individual who scores below the eighth grade level on an appropriate standardized test in either English reading or math computation skills.

Basic Testing:

An assessment instrument used to establish the participant's functional literacy level.

Below Grade Level:

One or more levels or credits below that which is appropriate for the persons age. (Can be calculated from the highest grade completed and reading /math levels)

Certificate of Advanced Mastery (CAM): Schools throughout Oregon provide students with the opportunity to earn this certificate by providing the following components: Academic, Career-Related, Endorsement Area(s) of Study, Assessment, Career-Related Learning Experiences, Comprehensive School Counseling, Postsecondary Connections and Community Partnerships.

Certificate of Initial Mastery: This certificate is awarded to students who meet standards in: English, Math, Science, Social Studies, Arts and a Second Language.

Career Action Plan (Adult):

A Career Action Plan (CAP) is a written outline/summary that describes the short and long-term goals of the client. This plan is developed in concert with the client, to reflect the goals of the client and shall incorporate the assessment findings completed prior to plan development. The plan must be reviewed and modified based upon any changes in goals, barriers, and plan progression. The plan should also include a description of services needed, training opportunities planned for, education and/or skill development, support services and any other planned activities needed to accomplish the employment goals set in the plan. Whenever possible the plan should also include description of the responsible parties and/or resources allocated to provide planned services, activities, and support services.

Career Action Plan (DWP):

The Career Action Plan (CAP) is initiated with the participant during assessment and is continued with the dislocated worker Career Specialist. Each participant develops a Career Assessment Portfolio that states the participant's employment goals and the strategies planned to achieve this goal. In addition, it includes a summary of assessment outcomes, as well as employment and educational history. The CAP is the document that details the steps the participant will take to achieve re-employment.

Career Exploration, Planning & Counseling (Youth):

Activities which:

- assist youth to gain career awareness, make career decisions and plans, and understand labor market needs, trends, and opportunities;
- assist youth in making and implementing informed educational and occupational choices; and,
- aid youth to develop career options with attention to surmounting gender, race, ethnic, disability, language, or socioeconomic impediments to career options and encouraging careers in nontraditional employment.
- an orientation to skills and knowledge specific to career path and/or industry, based on SCANS skills, career related learning standards and industry-specific skills, if relevant.

Career Related Mentoring (Youth):

An employee or other individual, approved by the employer at a workplace, who possesses the skills and knowledge to be mastered by a student; who provides the student with instruction and performance critique, challenges the student to perform well, and works in consultation with program staff, classroom teachers and the employer as appropriate.

Case Management:

The provision of a client-centered approach in the delivery of services, designed--

- (A) to prepare and coordinate comprehensive employment plans, such as service strategies, for customers to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- (B) to provide job and career counseling during program participation and after job placement.

Case Management (Youth):

Case Managers and youth work together in a documented, goal oriented, participant-centered process which extends from recruitment through follow up/retention. The case manager motivates and coordinates services and information to prepare participants for post secondary educational opportunities, provide linkages between academic and occupational learning, and/or preparation for unsubsidized employment/training opportunities, as appropriate.

Certificate of Initial Mastery (Youth):

Certificates of Initial Mastery (CIM) are awarded to students who meet grade 10 standards on state tests and classroom assignments in English, math, science, the social sciences (history, civics, geography and economics), the arts and a second language. The grade 10 standards are set by the State Board of Education.

Chief Elected Official:

- (A) the chief elected executive officer of a unit of general local government in a local area; and
- (B) in a case in which a local area includes more than one unit of general local government, the individuals designated under the agreement described in section 117(c)(1)(B).

Community Service Learning (Youth):

A structured work experience, through which students learn and develop by participating in thoughtfully organized community service work activities that meet actual community needs, are designed collaboratively by the program and student(s) and may be paid stipends to apply toward future studies.

Community-Based Organization:

A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

Coordination With Community Agencies (Youth):

Creates and sustains partnerships with other agencies providing services to youth in order to maximize resources to meet the participant's needs, avoid duplication and provide integrated strategies for service delivery.

Cost Allocation Plan:

A plan that identifies and distributes the cost of services and/or departments or function according to benefit received. It is the means to substantiate and support how shared costs of a program are charged to a particular cost objective.

Cost Reimbursement Contracts:

An agreement format that provides for the reimbursement of all allowable costs that have been identified and approved in the contract budget. PROPOSERS must maintain the documentation necessary to support the costs.

Customized Training:

Training--

- (A) that is designed to meet the special requirements of an employer (including a group of employers);
- (B) that is conducted with a commitment by the employer to employ an individual on successful completion of the training; and
- (C) for which the employer pays for not less than 50 percent of the cost of the training.

Data Collection:

The collection and recording of information pertinent to a participant including: demographic, service and outcome data elements.

Dislocated worker: An individual who--

- (A)
 - (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment;
 - (ii)(I) is eligible for or has exhausted entitlement to unemployment compensation; or
 - (ii) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one stop center referred to in section 134 ©, attachment to the workforce, but is n services for an employer that were not covered under a State unemployment compensation law; and
 - (iii) is unlikely to return to a previous industry or occupation;
- (B)
 - (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
 - (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
 - (iii) for purposes of eligibility to receive services other than training services described in section 134(d)(4), intensive services described in section 134(d)(3), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) is a displaced homemaker.

Displaced Homemaker:

An individual who has been providing unpaid services to family members in the home and who--

- (A) has been dependent on the income of another family member but is no longer supported by that income; and
- (B) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

DOL:

United States Department of Labor:

Dropout (Youth):

An individual no longer attending school whom has not received a secondary school diploma or GED. (note: a youth attending an alternative school is not a dropout for the purposes of this program)

Economic Development Agencies:

Agencies including local planning and zoning commissions or boards, community development agencies, and other local agencies and institutions responsible for regulating, promoting, or assisting in local economic development.

Eligible or Eligibility:

Refers to an individual's stature in relation to their ability to participate in a WIA Program. For dislocated workers programs, it is based upon plant closure, layoffs, and displaced homemakers as set forth in the rules governing that program.

Eligible Provider: The term "eligible provider", used with respect to--

(A) training services, means a provider who is identified in accordance with section 122(e)(3);

(B) intensive services, means a provider who is identified or awarded a contract as described in section 134(d)(3)(B);

(C) youth activities, means a provider who is awarded a grant or contract in accordance with section 123; or

(D) other workforce investment activities, means a public or private entity selected to be responsible for such activities, such as a one-stop operator designated or certified under section 121(d).

Eligible Youth: Except as provided in subtitles C and D, the term "eligible youth" means an individual who--

(A) is not less than age 14 and not more than age 21;

(B) is a low-income individual; and

(C) is an individual who is one or more of the following:

(i) Deficient in basic literacy skills.

(ii) A school dropout.

(iii) Homeless, a runaway, or a foster child.

(iv) Pregnant or a parent.

(v) An offender.

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

Employability:

A demonstrated level of knowledge, skills, abilities, work behaviors and attitudes necessary to compete successfully in the labor market.

Employment and Training Activity:

An activity described in section 134 that is carried out for an adult or dislocated worker.

Employment Assessment:

The ongoing participant centered diagnostic evaluation of a participant's employability, interests, values, aptitudes, abilities, educational and vocational history, barriers, motivation and existing skills that lead to the development of an on-going, comprehensive Career Plan for the removal of barriers to employment and the attainment of the individual's career goals. Assessment first occurs at intake and is an ongoing, continuous collection of information to evaluate the effectiveness of support services, training and education and to monitor the participant's progress.

Employment Documentation Assistance:

Assistance obtaining identification, a food handler's card and/or other documentation necessary to get a job.

Entrepreneurial Work Experience (Youth):

A program-based business venture (not a simulation) which is striving for economic viability and operated by students. School-based enterprises are generally directed by a business, which sponsors the enterprise and supervises the student staff. School-based enterprises may also be directed by the school, in the absence of business sponsorship.

Exposure to the World of Work:

Instructional activities that expand the occupational knowledge of students inexperienced in the labor market, prepare them for the realities of the workplace and increase students' awareness of their own aptitudes and interests and how they relate to occupations and career options. Also includes activities such as guest speakers, work samples, testing and assessment, field trips and site visits.

Family:

Two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following

Categories:

(A) A husband, wife, and dependent children.

(B) A parent or guardian and dependent children.

(C) A husband and wife.

Follow Up (Adult):

Services to ensure that customers stay employed. Contractor provided follow up services are designed to provide transitional support services and intervention to increase the likelihood of job retention. These services may include: regularly scheduled in person or telephone contacts to assess job situation and provide needed support; on-going support groups or classes to help customers meet the demands of work and family needs; assistance to the employer and/or the participant to address particular problem areas; and coordination of transition benefits to promote job retention and participant self-sufficiency.

At a minimum, Contractor will contact and provide necessary retention services with at clearly defined, appropriate intervals to ensure continued employment. This includes contacts with and provision of retention services for customers after they exit the program.

Follow Up (Youth):

Active case management of participants for at least one year after completing the program. Follow up services can include assessment/re-assessment, information & referral, additional training opportunities, support services, employment & education retention counseling, life skills/problem solving advocacy, services to support continued success for the participant or other program activities provided during the service period.

Gang Affected/Involved (Youth):

A youth who expresses identification in a variety of ways with a gang (dress, signs, behavior, and association with known gang members) but is not directly involved with a particular gang. Or a youth who has been adjudicated for a crime committed with or against other known gang members; or any youth that has been involved in persistent and escalating criminal gang activity.

Governor:

The chief executive of a State.

Homeless/Runaway (Youth):

A youth who lacks a fixed, regular, adequate nighttime residence. Includes those who have a primary nighttime residence that is a public or private shelter, an institution providing temporary residence, or a public or private place not designated or ordinarily used as a regular sleeping accommodation. Runaway is defined as a person under 18 years of age that absents themselves from home or place of legal residence with out permission of parent or legal guardian.

Incentives (Youth):

Incentives are usually awarded to youth for successful completion of one or more components of the program. Incentives can be cash, gift certificates or other items the program feels are motivators for youth (T-shirts, field trips, etc.)

Individual Service Plan (Youth):

A written outline of employment and training goals needed for a youth to attain self-sufficiency by finding and maintaining employment. The Individual Service Plan establishes short-term and long-term goals around post-secondary education and/or career employment, within the framework of the six career pathways designated by Oregon's Educational Act for the 21st Century: Arts & Communications, Business & Management, Health Services, Industrial & Engineering Systems, Natural Resource Systems, or Human Resources. An Individual Service Plan may include activities to prepare the participant for employment, services to remove barriers to employment, training and job search. Individual Service Plans must be regularly reviewed and updated as changes occur in employment goals, barriers, program services or support services needs.

Individual Training Accounts (ITA)

An account established by a local workforce investment board on behalf of a participant. Through ITAs, adult and dislocated worker funds will be used to make payment for purchasing training services from eligible providers selected by the participant in consultation with the case manager. Payments from ITAs may be made in a variety of ways, including the electronic transfer of funds through financial institutions, vouchers, credits, or other appropriate methods. The dollar amount and/or duration of an ITA may be limited by the State or local program.

Individual with a Disability:

In general: an individual with any disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

Internship (Youth):

A structured work experience involving specific occupational skills development goals in addition to other learning goals; involves the awarding of school credit/outcome verification upon successful completion; and includes the expectation that the student, upon completion of the internship, will demonstrate the skills necessary for entry-level employment in the occupational area of the internship.

Job Search Assistance:

Job search skills training including job club, which provides the participant with the instruction and skills necessary to obtain full time employment. These skills may include resume writing, interviewing skills, telephone techniques, and job acquisition skills. Job search assistance must be offered to all customers.

Job Shadow:

Competency-based educational experiences that occur at a worksite but are tied to the classroom by curriculum that coordinates and integrates school-based instruction with work site experiences.

Labor Market Area:

An economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.

Labor Market Information:

Occupational supply and demand information for Marion, Polk and Yamhill Counties identifying areas of growth or decline for the labor market and assessment of the effects of such growth or decline. Review and evaluation of an area's employment possibilities, including projected openings, new employment, job skills needed, available training programs, wages and labor supply.

Leadership Development Opportunities (Youth):

May include but are not limited to 1) the exposure to post-secondary opportunities, 2) community service and service learning projects, 3) peer-centered activities, including peer mentoring and tutoring 4) Organizational and team leadership training 5) training in decision making, including determining priorities and 6) Citizenship training, including life skills training.

Life Skills (Youth):

Activities and/or training that assist youth to develop marketable work habits. May include modules/training/curriculum instruction in Personal Finance & Budgeting, Computers, parenting/pregnancy prevention, Self-leadership (e.g. conflict resolution, public speaking, anger management), cultural history and diversity, Nutrition/Fitness, and health.

Limited English Speaker:

An individual whose native language is not English or who has an inability to communicate in English orally or in writing, resulting in a barrier to employment or training.

Literacy: The term "literacy" has the meaning given the term in section 203: an individual's ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function on the job, in the family of the individual, and in society.

Local Area:

A local workforce investment area as designated under section 116.

Local Board:

A local workforce investment board established under section 117.

Local Educational Agency:

Has the meaning given the term in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).

Local Performance Measure:

A performance measure established under section 136(c).

Lower Living Standard Income Level:

That income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary based on the most recent lower living family budget issued by the Secretary.

Low Income Individual:

An individual who—

- (A) receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;
- (B) (received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402)) that, in relation to family size, does not exceed the higher of—
- (i) the poverty line, for an equivalent period; or
 - (ii) 70 percent of the lower living standard income level, for an equivalent period;
- (C) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
- (D) qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- (E) is a foster child on behalf of whom State or local government payments are made; or
- (F) in cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

Minimum Wage:

The wage established as the lowest hourly salary that can legally be paid for labor. The current minimum wage is \$6.50/hour.

Nontraditional Employment:

Occupations or fields of work for which individuals from one gender comprise less than 25 percent of the individuals employed in each such occupation or field of work.

Objective Assessment (Adult):

The ongoing participant centered diagnostic evaluation of a participant's employability, interests, values, aptitudes, abilities, educational and vocational history, barriers, motivation and existing skills that lead to the development of an on-going, comprehensive Career Action Plan for the removal of barriers to employment and the attainment of the individual's career goals. Assessment is an ongoing, continuous collection of information to evaluate the effectiveness of support services, training and education and to monitor the participant's progress.

Objective Assessment (Youth):

An assessment of the academic levels, skill levels, and service needs of each participant, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of the participant. A new assessment of a participant is not required if the provider determines it is appropriate to use a recent service strategy developed for the participant under another education or training program.

Occupational Skills:

Those skills identified as necessary to successfully perform work-related functions within an industry sector. Occupational skills can be attained through activities such as

- Entry into an apprenticeship or internship program.
- Complete a career specific, professional technical or advanced job skill-training program.
- Complete a college degree.

OES Code:

The OES code is the five-digit Occupational Employment Statistics code used to describe an occupation. Code lists and statistical data is available through the federal Bureau of Labor Statistics.

<p>Offender: Any adult or juvenile-- (A) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or (B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.</p>
<p>Older individual: An individual age 55 or older.</p>
<p>Career Center Subregions: Geographic descriptions for purposes of data collection and community planning are as follows: 1. Marion County (outside Salem-Keizer) 2. Salem-Keizer 3. Yamhill County 4. Polk County Service boundaries are approximate and flexible to meet customer needs.</p>
<p>Career Center(One Stop) Operator: One or more entities designated or certified under section 121(d).</p>
<p>Career Center (One-Stop) Partner: (A) An entity described in section 121(b)(1); and (B) An entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system.</p>
<p>On-The-Job Training: Training by an employer that is provided to a paid participant while engaged in productive work in a job that-- (A) provides knowledge or skills essential to the full and adequate performance of the job; (B) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.</p>
<p>Orientation: Provides information about the types of services available, develops motivation and interest in the project, explains the application, selection and eligibility process, and assists applicants in preparing for the process. The respondent will provide a clearly defined format for the orientation to ensure consistency in how the information is given to potential applicants. The proposal must specify the criteria for determining suitability for services.</p>
<p>Out-of-School Youth: (A) an eligible youth who is a school dropout; or (B) an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.</p>
<p>Outreach/Recruitment: These are activities and strategies for identifying and contacting potential customers. These strategies will include procedures that assure access throughout the service area and address appropriate access for customers with barriers.</p>
<p>Outstationed Staff: Staff who are paid employees of one organization but deliver such organization's Services on-site at another organization without the other organization having to pay for such Services.</p>
<p>Placement: A client securing employment while participating in the WIA Program. To be counted as a placement, employment must be 20 hours or more per week, with wages equal to or greater than the higher of either the state or federal minimum wage per hour, and be an unsubsidized position.</p>

<p>Postsecondary Educational Institution: An institution of higher education, as defined in section 481 of the Higher Education Act of 1965 (20 U.S.C. 1088).</p>
<p>Potential Dropout (At risk of dropping out): A youth who is experiencing a lack of academic success as evidenced by basic skills deficiency, behind at least one school year in school credit as determined by school records, failing grades, or below a 2.0 GPA.</p>
<p>Poverty Line: The poverty line (as defined by the Office of Management and Budget, and revised annually in accordance with section 673(2) of the Community Services Block Grant Act (42 U.S.C. 9902(2))) applicable to a family of the size involved.</p>
<p>Pre-Employment & Work Maturity Training: A progression of instructional modules in which youth master and demonstrate proficiency in areas such as: identification and resolution of employment and personal barriers; interview protocol and skills; resume skills; general (non-industry specific) workplace-readiness skills and standards; and "soft" workplace-readiness skills.</p>
<p>Pregnant/Parenting Youth: A youth who is under 22 years of age and is either pregnant or providing custodial care for one or more dependents who are under 18 years old.</p>
<p>Pre-Vocational Services: Include but are not limited to learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills & professional conduct to prepare individuals for unsubsidized employment or training.</p>
<p>Program Income: Income generated, by a contract funded by State or Federal funds, as a result of fees, rental, or real or personal property, the sale of commodities or items developed with contract funds, and revenues in excess of costs earned by organizations. Program income does not include profit earned by for profit agencies and identified and agreed to in the Contract budget.</p>
<p>Program Year: A program year is a twelve month period (July 1-June 30), determined by funding source guidelines. Some services, such as educational services, are typically provided during only some of the twelve months. Different organizations will have different program years; organizations delivering services from various funding sources may deal with a variety of defined program years. For purposes of this RFP, a program year is a twelve-month period of time, during which services were delivered and/or administered during at least eight of the twelve months. Organizations responding to the RFP should indicate their program year and the months of delivery and/or administration of services.</p>
<p>Project-Based Learning: Learning experiences which engage students in complex, real-world projects through which they develop and apply skills and knowledge, which take effort and persistence over time, result in the creation of something that matters to them and has an external audience. Employment and community partners provide students with ongoing coaching and expert advice on projects, particularly in regard to effective strategies and tools used in the workplace. Projects should be authentic, involve academic rigor, applied learning, active exploration, adult connection and assessment practices.</p>
<p>Public assistance: The term "public assistance" means Federal, State, or local government cash payments for which eligibility is determined by a needs or income test.</p>
<p>Rapid Response: A mechanism intended to contact and involve affected workers and employers as quickly as possible after notice of impending layoff.</p>

Referral:

Any eligible youth who is not enrolled to receive services at a contracted program must be given the referral information regarding the full array of applicable or appropriate service available through local programs including career center partners and providers. In addition, youth should be given referrals for further assessment if determined appropriate. Programs are strongly encouraged to link and share information with other youth serving agencies, organizations and training providers in order to meet the individual needs of all youth.

Retention:

Continued employment for a specific period after initial placement.

Retention (Youth):

Continued retention in work or school/training/education/military

Retention Rate:

The number of WIA customers placed who are employed at the end of the retention period [to be determined by the Region 4 Workforce Investment Board] *after* terminating from the program, divided by the total number of customers terminated in a specific time period.

Retention Services: see Follow Up

School Dropout:

An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

Secondary School:

The meaning given the term in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).

Self-Sufficiency:

An adequate standard of living without cash benefits. Self-sufficiency services are services that assist a WIA recipient to expand strengths and resources necessary for self-sufficiency, or to reduce or eliminate barriers to self-sufficiency.

State Adjusted Level of Performance:

A level described in clause (iii) or (v) of section 136(b)(3)(A).

State Board:

A State workforce investment board established under section 111.

State Performance Measure:

A performance measure established under section 136(b).

Stipends:

Stipend payments may be used for youth participating in a variety of experiences. These payments are based on attendance for youth participating in a work, education, and/or training experience.

Structured Work Experience:

A competency-based educational experience that occurs at the work site but is tied to the classroom by curriculum that coordinates and integrates school-based instruction with work site experiences.

Subsidized Work Experience:

A career-linked job at a public or private site in which the wages paid to an employee are financially supported by a private, state or local employment and training program.

Successful Completion of Work Based School-to-Work Activities :

(A). Maintain 90% attendance during employment

AND

(B) Receive a positive work based readiness skill or Work Maturity evaluation from the supervisor

OR

(C) Successfully meet the requirements identified by the CONTRACTOR for skill acquisition.

Supportive Services:

Service needed in order to assist the youth to be successful in achieving their goals. This may include transportation, child care, work related tools, and clothing. To the greatest extent possible programs should address support service needs through leveraging of resources and partnerships with other providers.

Tracking:

The Contractor, in partnership with the Region 4 Workforce Investment Board and other partners, will be responsible for tracking significant participant movement through the program. This will include entry into components, time in component and exits from components. Tracking will provide the Region 4 Workforce Investment Board, the Contractor and other partners necessary management information to improve the program, as well as ensure that customers are all accounted for in the program. While the Contractor is responsible for case management of WIA customers and therefore tracks significant information on each participant, the Region 4 Workforce Investment Board is responsible for analyzing and monitoring the overall flow of customers through the program.

Training Services:

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) for the occupation for which the participant is being trained or a five digit codes as defined by the Oregon Employment Department (OED).

Unemployed individual:

An individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.

Unsubsidized Employment:

Full or part-time employment in a job not financed from funds provided by a federal or state grant. A job in which the wages paid to an employee are not financially supported by a state or local employment and training program.

Veteran; related definition:

(A) Veteran: The term "veteran" means an individual who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable.

(B) Recently separated veteran: The term "recently separated veteran" means any veteran who applies for participation under this title within 48 months after the discharge or release from active military, naval, or air service.

Vocational Education:

Has the meaning given the term in section 521 of the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2471).

Vocational Training:

Provides customers with long or short-term training in a community college, university, vocational school or business environment to improve employability in the local labor market. The training can provide basic skills, upgrade current skills, develop new technical skills, improve language skills and prepare customers for employment in high growth occupations.

Wages:

Are to be paid to youth who are participating in subsidized work experience or limited internship projects. Youth must be paid an hourly wage. The wage must be included in the project budget.

Welfare Customer:

A recipient or listed on a cash welfare grant (TANF, general assistance, or refugee assistance). Includes (but is not limited to) recipients under the JOBS program.

WIA:

The Workforce Investment Act of 1998.

Work-Based Learning Activities:

Activities offered which are designed to enable youth to gain exposure to the working world and its requirements and help acquire personal attributes, industry defined skill standards, and knowledge needed to obtain a job and advancement in employment. Activities should be designed to be mastered at progressively higher levels that is coordinated with school-based learning. Can take place at private, for-profit, non-profit or public sector. Can be paid or non-paid activities. (Note: applicable labor laws must be adhered). Activities must be relevant to the career plan and include but are not limited to:

- Career Related Mentoring
- Community Service Learning
- Entrepreneurial Work Experience
- Internship
- Job Shadow,
- Project-Based Learning,
- Subsidized Work Experience and Structured Work Experience.

Work Readiness:

Completion of one or more workforce readiness skill activities appropriate to the service plan developed for the participant, which could include

- Career Related Assessment and Goal Setting
- Pre-Employment Training
- Work Experiences/Internships
- Job Shadows
- Career Explorations
- On-the-Job Training

Workforce Investment Activity:

Any activity intended to assist youth or adults customers in achieving their educational or employment goals consistent with the intent of the Workforce Investment Act (WIA) and with the federal regulations guiding its implementation.

Youth Activity:

Any activity intended to assist youth customers in achieving their educational or employment goals consistent with the intent of the WIA and with the federal regulations guiding its implementation.

Youth Council: A council established under section 117(h).

Youth Payment Methods:

No violations of Labor Laws can be proposed in your project design. If youth are 14 or older and doing activities, which are considered work, they must be paid an hourly wage.

APPENDIX B - Certification Regarding Lobbying

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program Title

Name and Title of Authorized Signatory

Signature

Date

CONTRACT FOR EMPLOYMENT & TRAINING SERVICES
under the
WORKFORCE INVESTMENT ACT of 1998

This contract is authorized by the Workforce Investment Act of 1998 as amended, and is made and entered into between Community Services Consortium acting as Fiscal Agent for the Linn, Benton, Lincoln Workforce Investment Board, and Community Services Consortium's Workforce Education Department, an ORS 190 organization.

Community Services Consortium
545 SW 2nd St, Suite A
Corvallis, Oregon 97333

hereinafter referred to as "Sub-contractor".

The purpose of this contract is to provide workforce development services to eligible youth participants engaged in activities under the Workforce Investment Act (WIA) of 1998.

In consideration for the services to be provided by the Sub-contractor for the period beginning July 1, 2008 through June 30, 2010, the Sub-contractor will be paid an amount as allocated by Oregon Community Colleges and Workforce Development. Total amount of this contract shall not exceed this amount.

The parties, by their signatures, agree to comply with all the terms of this contract including those sections and attachments listed below.

- Section A - General Provisions
- Section B - Project Description
- Section C - Fiscal Provisions & Budget
- Section D - Special Provisions
- Section E - Certification Regarding Debarment
- Section F - Certification Regarding Lobbying

Workforce Investment Board

Community Services Consortium

Chair

Executive Director

Date

Date

Federal ID Number: 93-6118438

LINN, BENTON LINCOLN WORKFORCE INVESTMENT BOARD CONTRACT
SECTION A
GENERAL PROVISIONS

1. Authority to Contract ORS Chapter 190

Sub-contractor certifies that it possesses the legal authority under State of Oregon Laws to enter into this contract by approval of its governing board which has authorized the execution of this contract.

2. Debarment 20 CFR 667.200 (e)

The Sub-contractor, as a recipient of any Federal assistance funds, whether all or only a part of the funds are provided by the Linn, Benton, Lincoln Workforce Investment Board, certifies by signature of this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. Project Coverage

The Sub-contractor shall operate the WIA project and services described in Section B.

4. Compliance

The Sub-contractor agrees to comply with all applicable Oregon State and Linn, Benton, and Lincoln County laws, rules and regulations, as well as State and Linn, Benton, Lincoln Workforce Investment Board, procedures, and regulations. The Sub-contractor shall comply with the Workforce Investment Act (WIA) as amended and all subsequent amendments thereto and all implementing regulations.

5. Indemnity Clause PL 105-220 Sec. 184; 20 CFR Sub-part G.

To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Sub-contractor agrees to indemnify, defend, and hold the Linn, Benton, Lincoln Workforce Investment Board and its Fiscal Agent, Community Services Consortium, and other entities' agents, officers and employees, harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this sub-contract. Either party to this sub-contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents.

Any act or omission by Sub-contractor which results in repayment of funds to the funding source shall be the responsibility of Sub-contractor. Sub-contractor agrees to repay such funds.

6. Records Control PL 105-220 Sec. 185; OAR Chap. 166

a. The Sub-contractor shall establish, maintain, and safeguard all participant files, fiscal records, project records, and documents. Records must be sufficient to justify all payments

claimed and paid under this contract. Participant files and records will be returned to the Fiscal Agent for storage of the required records retention period. Sub-contractor's financial and other project records will be maintained by Sub-contractor for a period of five (5) years and sixty (60) days from the end of the program year in which the activities covered under this contract have taken place, or in the event of an audit or other lawfully implemented investigation, until the audit or investigation is resolved, whichever is longer. Records retention is subject to the appropriate provisions of Oregon Administrative Rules Chapter 166 regarding records retention.

In the event Sub-contractor is unable to keep records for the full time, Sub-contractor shall notify the Linn, Benton, Lincoln Workforce Investment Board who shall make provision for the required retention of the records.

- b. At any time during normal business hours and as often as the Linn, Benton, Lincoln Workforce Investment Board shall deem necessary, the Sub-contractor shall make available for examination all its records relating to all matters covered by this contract to the Linn, Benton, Lincoln Workforce Investment Board, the Office of Community Colleges and Workforce Development, the U.S. Department of Labor, the Comptroller General of the United States, their duly authorized representatives, or representatives of other funding sources contributing through the Linn, Benton, Lincoln Workforce Investment Board. These entities shall have the authority to audit, examine, and make excerpts or transcripts from any books, documents, papers, records, files, forms, or other documents of the Sub-contractor which are necessary to permit tracing of participant activity and funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this contract, including the proper allocation of costs to this contract.
- c. The Sub-contractor shall provide to the Linn, Benton, Lincoln Workforce Investment Board upon request, sufficient staff time necessary to aid in the performance of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.

7. Sub-contracting

Sub-contractor shall not assign or sub-contract in whole or in part any contractual duties unless:

- a. Section B provides for sub-contracting, or
- b. The Linn, Benton, Lincoln Workforce Investment Board has provided advance written approval of sub-contracting.

8. Termination Clauses

a. Termination for Cause

The Linn, Benton, Lincoln Workforce Investment Board retains the right to suspend funds and activities under this contract and to terminate this contract in whole or in part for cause with thirty (30) days notice.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

b. Other Terminations

Either party to this contract may elect to terminate the contract without cause upon providing written notice of intent to terminate to the other party thirty (30) calendar days prior to the date of such termination.

The Linn, Benton, Lincoln Workforce Investment Board may terminate this contract effective upon written notice to the Sub-contractor, or at such later date as may be established by the Linn, Benton, Lincoln Workforce Investment Board under any of the following conditions:

- i. If the Linn, Benton, Lincoln Workforce Investment Board's funding from federal, state, or other sources is not obtained and/or sustained at levels sufficient to allow for purchase of services as specified herein, then this contract may be terminated or modified to accommodate a reduction in funds. All allocable and allowable costs incurred by the Sub-contractor under the terms of this contract shall be reimbursed up to and including the date of notice provided for herein.
- ii. If federal and state regulations or guidelines are modified, changed, or interpreted in such a way that services are no longer allowable or appropriate for purchase under this contract or the Linn, Benton, Lincoln Workforce Investment Board is no longer eligible for the funding proposed for payment as authorized by this contract.
- iii. If any license or certificate required by law or regulation to be held by the Sub-contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

9. Modifications

- a. It is a condition for receipt of funding under the terms of this contract that the Sub-contractor agrees to accept unilateral modifications to this agreement whenever there has been a change in any Federal statute, rule, regulation, order, or other relevant authority under which this document is written.
- b. Sub-contractor may request a modification to this contract, which shall be subject to the approval of Linn, Benton, Lincoln Workforce Investment Board. All requested Contract Modifications must be presented in writing to the Linn, Benton, Lincoln Workforce Investment Board no later than fifteen (15) calendar days prior to the beginning of the affected quarter. All Contract Modifications shall be within the sole discretion of the Linn, Benton, Lincoln Workforce Investment Board.
- c. Sub-contractor must receive prior written approval from the Linn, Benton, Lincoln Workforce Investment Board for a Contract Modification prior to initiating changes in program design and/or program objectives.

- d. The Linn, Benton, Lincoln Workforce Investment Board may require a Contract Modification when expenditures of a line item within a program component deviate from the approved planned budget.
- e. The Linn, Benton, Lincoln Workforce Investment Board may issue Contract Modifications, including unilateral Contract Modifications, under the following circumstances:
 - i. To incorporate administrative changes into the contract;
 - ii. When authorized to do so by federal or state law, rule, regulation, or terms of this contract;
 - iii. When there has been a change in any federal or state statute, rule, regulation, order, or other relevant authority;
 - iv. As necessary to implement policy
- f. Contract Modifications shall not become a part of this contract until they are signed and executed by the Linn, Benton, Lincoln Workforce Investment Board.

Nothing in this section shall be construed to allow expenditures under this contract to exceed the total dollar amount authorized by this contract.

Contract Modifications will follow rules and procedures established by the Linn, Benton, Lincoln Workforce Investment Board to comply with U.S. Department of Labor requirements.

- g. Sub-contractor assures that any and all sub-contracts or agreements entered into as a result of this contract shall contain the provision found in the paragraph A above.

10. Non-discrimination and Accessibility PL 105-220 Sec. 188; CFR Part 34; ORS Ch. 659

Sub-contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 34. The United States has the right to seek judicial enforcement of this assurance. Sub-contractor will not discriminate against, nor deny employment or services to any person on the grounds of race, creed, color, religion, sex, national origin, marital status, expunged juvenile record, age (except as provided by WIA regulations), disability, citizenship, or political affiliation or belief.

Additionally, Sub-contractor shall comply with the accessibility provisions of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

11. Collective Bargaining Agreements

Sub-contractor certifies that this contract does not violate any collective bargaining agreements to which it is a party.

12. Reference Documents

The Linn, Benton, Lincoln Workforce Investment Board will provide upon request, within (30) thirty days following execution of this contract, guidance to the Sub-contractor on how to obtain copies of WIA laws, regulations, and other WIA issuances referenced in this document.

13. Certificates of Insurance

As evidence of the insurance coverage required by this contract, Sub-contractor shall furnish a certificate of insurance to the Linn, Benton, Lincoln Workforce Investment Board. The certificate shall specify parties who are Additional Insured and must include a notice provision regarding cancellation. Insurance coverage required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Sub-contractor is self-insured under the laws of the State of Oregon, Sub-contractor shall provide appropriate declarations of coverage.

Sub-contractor shall not cancel, materially change, or not renew insurance coverage affecting this contract. Sub-contractor shall notify the Linn, Benton, Lincoln Workforce Investment Board, in writing, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by the Linn, Benton, Lincoln Workforce Investment Board to the Sub-contractor, and should Sub-contractor fail to immediately procure other insurance as specified, the Linn, Benton, Lincoln Workforce Investment Board reserves the right to procure such insurance and to deduct the cost thereof from any sum due Sub-contractor under this contract. Failure to maintain the insurance coverage required herein, may result in termination of the contract. Any certificate of insurance required under this contract shall specify parties who are Additional Insured and must include a provision requiring notice to Linn, Benton, Lincoln Workforce Investment Board in the event of cancellation.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Sub-contractor's responsibility for payment of damages resulting from Sub-contractor's operation under this contract.

14. Insurance Coverage Required:

Sub-contractor shall provide all insurance as stipulated in this section. Sub-contractor shall not commence any work until Sub-contractor obtains, at Sub-contractor's own expense, all required insurance as specified below. Such insurance must have the approval of the Linn, Benton, Lincoln Workforce Investment Board as to limits, form, and amount. The types of insurance Sub-contractor is required to obtain or maintain for the full period of the contract are as follows:

- a. Commercial General Liability insurance including contractual liability coverage with limits no less than \$1,000,000 combined single limit;
- b. Automobile Liability Insurance, comprehensive form, with limits not less than \$500,000 combined single limit when using motor vehicles in performance of actions authorized under this contract;

- c. **Worker's compensation coverage consistent with the laws of the State of Oregon;**
- d. **A fidelity or surety bond shall be purchased by the Sub-contractor at the Sub-contractor's own expense in an amount to exceed the total amount of cash on hand at any time provided under this contract. The bond shall cover all persons who handle funds provided under this contract and shall extend beyond the contract termination dates to the contract close-out date.**
- e. **Additional Insureds Clause. The liability insurance coverage required for the performance of this contract shall be endorsed to name Linn, Benton, Lincoln Workforce Investment Board, their Commissioners, officers, agents, and employees as Additional Insureds with respect to the activities performed under this contract.**

15. Participant Clauses

The following clauses shall apply to applicants for and participants in WIA sponsored programs:

- a. **Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship, nor shall they be involved in political, religious, or labor union activity which would violate federal law. (PL 105-220)**
- b. **Sub-contractor agrees that all WIA participant grievances initiated as a result of the Workforce Investment Act program or this contract shall be received and resolved in accordance with the Linn, Benton, Lincoln Workforce Investment Board Grievance Procedure. Sub-contractor shall abide by the final determinations issued under the Linn, Benton, Lincoln Workforce Investment Board Grievance Procedure.**
- c. **If disclosure of participant records is requested by any person not listed in Section 6, paragraph B, the current Linn, Benton, Lincoln Workforce Investment Board confidentiality standards shall apply. If the Sub-contractor has more restrictive confidentiality provisions which are mandated by law, the more restrictive provisions shall control.**

The provisions of the Department of Community Colleges & Workforce Development Policy Number 589-40.4 (dtd 6/1/04 or as amended) shall apply to the disclosure and public access of participant records and/or information. (ORS 660.339).

- d. **The Sub-contractor shall provide a non-hazardous, safe, work or instructional environment for participants in accordance with state and federal law.**
- e. **Sub-contractor shall ensure this contract does not result in displacement of any of its current employees or substitution of laid-off employee's by participants.**
- f. **Any eligible applicant for service who cannot be served by Sub-contractor shall be referred to other appropriate programs. Sub-contractor will maintain documentation on these referrals including participant name, service sought, date, method and name of referral.**

16. Workers' Compensation ORS 656.017

The Sub-contractor and its Sub-contractors, if any, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Sub-contractor is also an independent Sub-contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for Workers' Compensation coverage under this contract.

Unless specified elsewhere, when Sub-contractor places or employs participants in subsidized jobs the participants shall be provided with workers' compensation coverage, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

17. Tax Laws, MBE/WBE ORS 279.111 and 305.385

By execution of this contract, Sub-contractor certifies under penalty of perjury that:

- a. To the best of Sub-contractor's knowledge, Sub-contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Sub-contractor has not discriminated against minority, women, or small business enterprises in obtaining any required sub-contracts.

18. Drug Free Workplace (E.O. 12549; Sec. 5151-5160 Public Law 100-690, Title V, Sub-part D; 41 U.S.C. 701 *et seq.*) and (29 CFR 98.600).

Sub-contractor certifies that it has adopted and instituted a policy to insure a drug-free workplace.

19. Responsibility for Taxes, Unemployment Insurance, Workers' Compensation Coverage ORS 30.265, ORS Ch. 279

The service or services to be rendered under this contract are those of an independent Sub-contractor who is not an officer, employee, or agent (as those terms are used in ORS 30.265) of Linn, Benton, Lincoln Workforce Investment Board or of any of those counties. Sub-contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this contract. Any Sub-contractor hired by Sub-contractor shall be similarly responsible.

20. Conflict of Interest (ORS Chapter 244) and (29 CFR 95.42 and 29 CFR 97.36(b)(3))

Sub-contractor, its officers, employees, or agents, shall avoid all activities which constitute an improper conflict of interest under local, state or federal law or regulations.

21. Certification Regarding Lobbying 31 U.S.C. Sec. 1352

Sub-contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Sub-contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

22. Publicity and Public Information

If requested, written, magnetic media, or electronic information related to the services provided pursuant to this contract will be reviewed and approved by Linn, Benton, Lincoln Workforce Investment Board prior to distribution to the media or directly to the general public, another agency or governmental audience.

All advertisements or recruitment materials must contain the Oregon WorkSource logo and the following statement: "An Equal Opportunity/Affirmative Action employer. Auxiliary aids and services are available upon request to individuals with disabilities."

23. Billings and Payments to Sub-contractor

Cash management and reimbursement of cost is delegated by the Linn, Benton Lincoln Workforce Investment Board to its named Fiscal Agent to be submitted on a timely basis, no greater than monthly. Current draws are authorized through the Department of Community Colleges and Workforce Development's on-line secure system.

Sub-contractor shall base all costs claimed on allocable, allowable, and reasonable expenses incurred pursuant to this contract pursuant to the provisions of Office of Management & Budget Circular (OMB) A-87. Payments will be made within thirty (30) calendar days following receipt and approval by Linn, Benton, Lincoln Workforce Investment Board of a written invoice on forms and with backup documentation as listed in Section C. The invoice format will be provided by the Linn, Benton, Lincoln Workforce Investment Board.

At the discretion of the Linn, Benton, Lincoln Workforce Investment Board, payments may be suspended, withheld, or disallowed if participant tracking documents, performance reports, or financial reports (including billings and matching share documents) are not submitted on the proper forms within the time frames specified in Sections B, C, and D of this contract.

24. Audits

Unless otherwise directed by the Linn, Benton, Lincoln Workforce Investment Board, Sub-contractor shall participate in the performance of a financial and compliance audit of funds

received under this contract in accordance with the Office of Management & Budget Circular A-133, 50 Fed. Reg. 19114.

Sub-contractor shall submit the report of such audit to the Linn, Benton, Lincoln Workforce Investment Board no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the Sub-contractor's fiscal year, whichever is sooner.

25. Equipment Purchase and Tracking

Sub-contractor is not authorized to purchase, lease, or otherwise expend project funds for real property acquisition unless specifically authorized to do so under Sections B and C of this contract. If so authorized, the following provisions shall apply:

- a. Sub-contractor shall obtain written authorization from Linn, Benton, Lincoln Workforce Investment Board prior to initiating any purchase activity under this contract which may exceed \$5,000.
- b. If equipment purchase, rent, or lease is authorized under this contract, Sub-contractor shall obtain and document at least three bids or price quotations prior to purchasing, renting, or leasing items with a value of \$5,000 or more.
- c. Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with WIA funds is vested in the U.S. Department of Labor and/or State of Oregon. The Linn, Benton, Lincoln Workforce Investment Board may take possession of all such equipment and property at any time during or upon termination of this contract.
- d. Sub-contractor shall maintain a current inventory of all WIA property in its custody with an individual purchase price of \$5,000 or more, and shall implement adequate maintenance procedures to keep such property in good condition. Further, Sub-contractor shall conduct an annual inventory of equipment and properties purchased with WIA funds, and submit a list of same to the Linn, Benton, Lincoln Workforce Investment Board with the final invoice. All property shall be insured with replacement value. All such property purchased under this contract shall be returned to the Linn, Benton, Lincoln Workforce Investment Board within thirty (30) days after the contract has terminated.

26. Travel

Sub-contractor is independently authorized to charge the following expenses to this contract: hotels, meals, car rental, or airfare, when appropriate.

27. Patent and Copyrights

All patent and copyrights pertaining to products produced with funds under this contract shall remain with the Linn, Benton, Lincoln Workforce Investment Board.

28. Grievance Procedure

The Linn, Benton, Lincoln Workforce Investment Board has established a formal dispute resolution/grievance procedure pursuant to federal and state laws. The Sub-contractor agrees

to participate in enforcement of the procedures and further to make available this procedure to individuals receiving funding under the Workforce Investment.

Sub-contractor assures that they will familiarize their staff with this procedure and allow Linn, Benton, Lincoln Workforce Investment Board an opportunity to provide training to their staff as necessary. A copy of the procedure will be provided to Sub-contractor upon execution of this contract and by this reference is incorporated into and made a part of this agreement.

29. Corrective Action

All activities conducted under this contract will be monitored by the Linn, Benton, Lincoln Workforce Investment Board. In addition, the Sub-contractor shall develop and maintain a mechanism for the continuous monitoring of all activities conducted pursuant to this contract.

The Linn, Benton, Lincoln Workforce Investment Board may issue a Notice of Corrective Action for any deviations from the planned performance in Attachment B, Section 9, a. and b. Within fifteen (15) calendar days of receipt of the Notice of Corrective Action, Sub-contractor shall respond by submitting to the Linn, Benton, Lincoln Workforce Investment Board a completed written Corrective Action Plan. The Linn, Benton, Lincoln Workforce Investment Board will determine the appropriateness of the Sub-contractor's response, and notify the Sub-contractor in writing within fourteen (14) calendar days if the response is not satisfactory.

The Linn, Benton, Lincoln Workforce Investment Board may terminate the contract, in whole or in part, if the Sub-contractor fails to respond to the Notice of Corrective Action within fifteen (15) calendar days after receipt.

30. Failure to Enforce

Failure on the part of the Linn, Benton, Lincoln Workforce Investment Board to enforce a provision of the contract shall not constitute a waiver of the Linn, Benton, Lincoln Workforce Investment Board's rights to enforce such provision in the future or any remaining provision of this contract.

31. Program Income

In the event the program generates any program income, Sub-contractor shall report to the Linn, Benton, Lincoln Workforce Investment Board the program income as a separate line item, by cost category, on the month following accrual. Program Income is defined as "income received by the recipient or sub-recipient directly generated by a grant or sub-grant supported activity, or earned only as a result of the grant or sub-grant". Such income is to be applied against the costs of the project.

32. Implementation of Workforce Investment Act. (Public Law 105-220)

This contract, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Investment Act of 1998 (Public Law 105-220). The Sub-contractor understands and agrees that modifications to this agreement will be necessary throughout the contract period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Sub-contractor is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary pursuant to Section 9 above.

33. Notices

Any notice required by the terms of this contract to be given by one party to the other or desired so to be given, must be in writing and placed in a sealed envelope, deposited in the U.S. Mail with postage fully prepaid, or hand delivered with 'copy received' response, and if intended for the Sub-contractor, then addressed to the Sub-contractor's address listed above, and if intended for the Linn, Benton, Lincoln Workforce Investment Board, then addressed to the Contractor's address listed above. Any such notice shall be deemed conclusively to have been received by the addressee listed herein three (3) calendar days after the deposit in said U.S. Mail.

34. Compliance with Applicable Law.

Notwithstanding any other provision of this contract, Sub-contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this sub-contract. Without limiting the generality of the foregoing, Sub-contractor expressly agrees to comply with: (i) Title IV of the Civil Rights Act of 1964; (ii) section V of the Rehabilitation Act of 1973' (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Sub-contractor's performance under this contract is conditioned upon compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein. Sub-contractor will ensure that the language "equal opportunity employer/program and auxiliary aids and services are available upon request to individuals with disabilities" in English and Spanish appear on each work product. Sub-contractor will ensure that it does not discriminate on the basis of any of the protections covered by the Workforce Investment Act and described at 29 CFR part 37.

Additionally the following special terms apply to this contract promulgated by the funding source and cited Federal Code:

- a. 20 CFR 667.200(g) *Nepotism*. No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- b. 20 CFR 667.260 *Construction, purchase and renovation of real property*: Notwithstanding the exceptions listed in sub-section 260 (b-d), WIA title I funds provided under this contract must not be spent for construction or purchase of facilities without prior approval from the agency.
- c. 20 CFR 667.264 *Prohibited activities*: WIA title I funds must not be spent on: (1) The wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec. 181(b)(1).); (2) Public service employment, except to provide disaster relief employment, as specifically authorized in section 173(d) of WIA, (WIA sec. 195(10)); (3) Expenses prohibited under any other

Federal, State or local law or regulation. WIA funds must not be used for foreign travel. (WIA sec. 181(e).)

- d. 20 CFR 667.266 *Limitations on sectarian activities*: WIA title I financial assistance may not be spent on the employment or training of participants in sectarian activities.**
- e. 20 CFR 667.268 *Business relocation service prohibitions*: (1) WIA funds may not be used or proposed to be used for: the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location; (2) no customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, may be provided until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.**

**LINN, BENTON, LINCOLN WORKFORCE INVESTMENT BOARD CONTRACT
SECTION B
PROJECT DESCRIPTION**

Executive Summary/Program Overview.

The year-round youth program implemented under this contract is funded through Title 1 of the Workforce Investment Act (WIA). WIA provides a perspective and accountability for federally funded youth programs: youth are considered the future workforce. Therefore, services must be focused on the needs of the youth as customer and designed to prepare them as future employees, lifelong learners, and contributing members of the community. The major objectives of WIA youth services are:

- Preparation for post-secondary education/training opportunities with an emphasis on labor-supported career options.
- Strong linkages between academic and occupational services.
- Preparation for unsubsidized employment.
- Meaningful connections to business.

The Linn, Benton, Lincoln Workforce Investment Board also requires its contracted youth programs to follow its policies for youth services. The policies stress literacy improvement for all youth with this need, the development of higher math skills, workplace readiness skill development through classroom instruction and linkages with businesses, and the development of career-related credentials for future long-term employment. Youth providers are also required to include intensive summer activities as part of the youth's year-round involvement and to coordinate their services with other youth systems as part of a comprehensive service design.

The program funded under this contract will serve youth between the ages of 14 and 21 in the number of slots as negotiated between Linn, Benton, Lincoln Workforce Investment Board and Oregon Community Colleges and Workforce Development.

Ninety-five percent of registered youth must meet the federal low-income guidelines and have at least one of the following barriers to employment: basic skills deficiency (at or below 8th grade level in reading or math); juvenile offender; homeless or runaway; pregnant or parenting; in foster care; school dropout; requiring additional assistance to complete an educational program or secure and hold employment (includes disability). At least one barrier must be documented during the eligibility interview conducted by staff.

Up to 5% of new registrants in a program year may be youth who are over the income guidelines and have at least one of these barriers documented during the eligibility process: basic skills deficiency (at or below 8th grade level in reading or math); educational attainment that is one or more grade levels below the grade level appropriate to the age of the youth; juvenile offender; homeless or runaway; pregnant or parenting; in foster care; school dropout; disability, including learning disability.

The Linn, Benton, Lincoln Workforce Investment Board also requires its WIA Youth Sub-contractors to implement these service elements in their contracted program designs:

- Comprehensive skill review of all youth to measure academic levels, career readiness, and occupational skills.

- Development of written plans based on the results of the assessment process that identify future employment goals, achievement objectives and specific program services.
- Ongoing evaluation and plan adjustment to match the developing needs of the youth.
- Summer program opportunities (work experience, internships, private sector placements) as part of a year-round program. Summer work opportunities, whenever possible, should also be linked to academic instruction or the development of work readiness skills.
- Provision of ten mandated services through collaboration with other agencies, business, educational institutions, labor organizations and other youth systems. WIA Sub-contractors are required to have all ten services available and provide them to youth on an individualized basis. The ten mandated services are:

- Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies;
- Alternative secondary school offerings;
- Summer employment opportunities directly linked to academic and occupational learning;
- Paid and unpaid work experiences, including internships and job shadowing;
- Occupational skill training;
- Leadership development opportunities;
- Support services (defined below);
- Adult mentoring for a duration of at least 12 months that may occur both during and after program participation;
- Follow-up services for at least a year after a youth has left his/her program(s);
- Comprehensive guidance and counseling, including drug and alcohol counseling.

- Expanded support services addressing homelessness, treatment needs, access to training in the community and post-secondary education costs on an individualized basis. Programs may also provide transportation assistance, work and interview clothing, fees for replacement of identification documents, GED test fees, work-related tools, auto repair costs and occasional community college tuition.
- Incentives, either financial or tangible, as rewards for achievement of specific goals. All incentives will require additional paperwork documenting the process for providing incentives.
- Development of connections between employers and youth through various work activities, internships, mentorships, customized training, school-based businesses and other innovative arrangements. This program component, whenever possible, should also include linkages with specific industry clusters, identified by the Linn, Benton, Lincoln Workforce Investment Board.
- Providing youth with knowledge of careers in labor-supported fields of employment and familiarity with local labor organizations.
- Blending other resources with Workforce Investment Act funds to expand program services and avoid duplication.
- Delivery of documentable work readiness activities including but not limited to the Career Readiness Certificates.

The program under this contract will operate from July 1, 2008 through June 30, 2010. If the amount of available funding increases or decreases, the number of youth served will change accordingly.

1. Program Objectives

The objectives of the year-round youth program are to:

- Provide youth with an array of comprehensive and effective services, including positive community involvement opportunities, so that they will be successful and develop their potential as contributing citizens and leaders.
- Implement a comprehensive system for youth to develop basic academic and workplace readiness skills to meet employer standards. Be respectful of youth's varied learning styles as these areas are addressed.
- Emphasize education completion as a priority for all youth, regardless of age.
- Develop strong connections between youth and the employment community.
- Connect youth with occupational training through summer programs, internships, customized training at employer worksites, and specific skill training opportunities.
- Support youth in their programs by providing guidance and counseling, support services, incentives in recognition of their achievements, adult mentors, and follow-up services.
- Develop connections between youth and the WorkSource Oregon one-stop system.
- Increase outreach to underserved youth.
- Utilize opportunities to provide services to youth residing in rural parts of Linn, Benton, and Lincoln County's, if appropriate to the program design under this contract.
- Integrate WIA youth programs with other youth systems as part of a community-wide continuum of services for local youth.
- Emphasize leveraging of other resources to support program costs.
- Link youth programs with the Linn, Benton, Lincoln Workforce Investment Board's Unified Plan through these priorities:

In its two year compliance plan, the Linn, Benton, Lincoln Workforce Investment Board has identified its priorities for both adult and youth services. These priorities are applicable to all members of the workforce, regardless of age and skill level, and are applicable for both rural and urban populations. The program under this contract will incorporate these priorities as it provides services to its Youth customers:

The service delivery system will be responsive to its customers needs;

- The system will focus on developing skills that improve a customer's ability to obtain and retain living wage employment in the marketplace;
- On-going assessments of employers' needs and workers' skills will be used to develop programs and services;
- A progression of services that are easily understood and accessed by the region's workforce and employers will be offered;
- The system will encourage the pursuit of lifelong learning so that worker's employability, productivity, and competitiveness in the changing economy continue to improve;
- Customers will have access to a range of efficiently run services that can address the needs of those most job-ready, and will offer intensive services for those most at risk of suffering unemployment, serious income loss, and/or poverty;
- The system will be held accountable for continuous quality improvement.

2. Required Program Emphasis

- **Collaboration is a critical program element**

A major requirement for all WIA youth programs is the development of collaborative relationships with other program providers, educational institutions, and service agencies. The Linn, Benton, Lincoln Workforce Investment Board is also placing a continued emphasis on

youth providers collaborating with businesses to develop strong connections between youth and labor as well as youth and employers.

- **Long-term services lead to increased skills and stability**

Youth program operators must be prepared to provide long-term service components that follow the policy guidelines of the Linn, Benton, Lincoln Workforce Investment Board. The expectation is that services will lead to improvement in basic literacy skills (reading, mathematics, writing, and computer usage), the development of specific occupational skills, and demonstrated workplace readiness skills corresponding to the Linn, Benton, Lincoln Workforce Investment Board's policy definition.

- **Workplace readiness training component**

The program structure for this area requires a pre- and post-assessment of the youth's work readiness skill levels, specific interventions to address areas needing improvement. Youth may receive work placement for increased understanding of workplace readiness concepts and follow-up discussion for clarification purposes. A variety of skill reviews may be utilized.

- **Program focus is also on education completion and preparation for post-secondary training.**

Regardless of age, all youth registered in a Linn, Benton, Lincoln Workforce Investment Board program will receive the support needed to complete high school or obtain a GED, identify a career goal and prepare for post-secondary training opportunities and/or employment.

- **Connection to WorkSource Oregon.**

Programs will also provide a connection between their registered youth and WorkSource Oregon Region 4's one-stop system. This is especially critical for older youth between the ages of 19 and 21 in need of employment placement assistance.

- **Retention Services**

When youth exit, they enter the follow-up phase. The emphasis in the Workforce Investment Act (WIA) is to provide services that meet the needs of youth active in the program and keeps them stabilized in a positive situation after they exit or complete their program. WIA mandates that follow-up services be provided for a minimum of 12 months after the date of program completion.

3. New Program Components

The Linn, Benton, Lincoln Workforce Investment Board is adding the new program components shown below for all youth providers to implement in their WIA-funded programs.

- **Closer linkages with industry clusters**

The Linn, Benton, Lincoln Workforce Investment Board's Two Year Plan specifies the provision of workforce development strategies that will connect individuals to identified industry clusters with potential for growth. The industry clusters are:

High-Tech/Software
Forest/Wood/Paper Products
Food Processing
Apparel/Sporting Goods
Transportation Equipment
Recreation
Metals
Nursery/Agriculture
Professional Services
Biomedical/Health Care
Financial Services

Youth providers will be required to develop strategies linking their WIA youth programs with a cluster of employers from one or more of the above areas that will provide a direct benefit to their youth.

- **Increased emphasis on the development of higher math skills**

To support the new component of connecting youth with identified industry clusters, there is an increased emphasis on providing specific instruction that leads to higher math skills, particularly algebra. Subcontractor will have an increased emphasis on curriculum that will prepare students for the increasing requirements for high school graduation and local employer standards with a focus on skill levels appropriate for employability.

4. Collaborative Partnerships

a. Partnerships with Business, Industry and Labor

Sub-contractor staff will develop a variety of established business partnerships that offer work experience and internship placements for students. Partnerships will be expanded to include the clusters listed above in order to place youth in internships and other activities in those cluster businesses. The Sub-contractor will also network with area employers resulting in job placements, guest speakers, and a variety of work activities supporting the goals of the program.

b. Partnerships with Educational Institutions

Whenever appropriate, the Sub-contractor shall work closely with school districts to identify the most appropriate educational resource for each student.

c. Partnerships with Other Youth Systems and Service Agencies

The Sub-contractor will establish linkages with other organizations, agencies, or resources in Region 4 available to youth, including community-based programs serving youth who have basic needs of shelter, medical services or food. Mental health, drug and alcohol abuse assessments, and counseling should be provided onsite.

5. Target Population

- o Youth will be served in number of slots as negotiated with Linn, Benton, Lincoln Workforce Investment Board and Oregon Community Colleges and Workforce Development.
- o Other targeted populations may include:
 - o Youth on TANF assistance;
 - o Pregnant and parenting youth;
 - o Juvenile offenders;
 - o Homeless or runaway;
 - o Youth in foster care;
 - o Youth with disabilities;
 - o Rural youth.
- o **Income/Barrier Requirements:** At least 95% of total enrolled youth must meet the federal low-income requirement and have at least one of these barriers: *basic skills deficiency (at or below 8th grade reading level in reading, writing or mathematics); juvenile offender, homeless or runaway; pregnant or parenting, in foster care; school dropout; requiring additional assistance to complete an educational program or secure and hold employment (includes disability).*
- o **Over-Income Youth:** Up to 5 % of new registrants in this contract period may be over-income, but must have at least one of these barriers to qualify: *basic skills deficiency (at or below 8th grade reading level in reading, writing or mathematics); educational attainment that is one or more grade levels below the grade level appropriate to the age of the individual; juvenile offender, homeless or runaway; pregnant or parenting; school dropout; disability, including learning disability.*

Eligibility determination of the over-income youth is subject to prior approval of the Service Provider Staff

6. Project Phases

a. Initial Contact/Program Suitability Phase

Sub-contractor staff will interview all applicants for services to determine if the program offered can meet their needs and goals. During this initial contact, Sub-contractor staff will provide the youth with information on the full array of applicable or appropriate services provided under this contract and through the WorkSource Oregon system. Sub-contractor staff shall also ensure, when possible and appropriate, that an eligible applicant who does not meet the registration requirements or who cannot be served shall be referred for further assessment, as necessary, to appropriate programs to meet the applicant's basic skills and training needs.

For those applicants who have expressed an interest in services and whose needs can be met by the program design, Sub-contractor staff will administer academic testing to determine the applicant's reading and math levels required for program registration purposes. Sub-contractor staff will also identify the youth's barriers, support system, and involvement with other agencies and assist them in obtaining appropriate documentation for all eligibility requirements.

b. Intake/Enrollment Process

Sub-contractor staff will review the youth's eligibility documentation and completion of required paperwork for registration purposes. Staff will have sole responsibility in determining the youth's

eligibility for program services. For those individuals meeting the eligibility criteria who have filed a completed application and had a formal eligibility meeting, but who do not want to be registered in the program, the Sub-contractor staff shall refer those individuals to other programs for appropriate services.

When eligibility review is completed and the Individual Service Strategy (ISS) has been completed, Sub-contractor staff will register the youth in ongoing skill review and specific classroom and work-related activities. The activities will also be identified on the service plan, e.g., the Individual Employability Plan (IEP). The first of three annual learning goals will be identified with an active date that is the same as the youth's registration date.

Linn, Benton, Lincoln Workforce Investment Board staff will continue to monitor on a monthly basis all registration and activity data.

Sub-contractor staff will be required to fill all slots and maintain youth in those slots throughout the contract period. Enrollment numbers will be reviewed on a quarterly basis by the Linn, Benton, Lincoln Workforce Investment Board Youth Council. If it is determined that enrollment is significantly lower than the goal, the Youth Council may require a corrective action plan.

c. Objective Assessment

After registration, Sub-contractor staff will begin an objective assessment to collect information in these areas:

- Identification of the youth's need for any of the ten mandated services;
- The youth's basic academic skill levels in reading, writing, mathematics, and computer skills;
- His/her abilities in specific occupational areas;
- The youth's prior work experience and employability;
- The youth's level of work readiness;
- Identification of the youth's developmental needs;
- His/her career interests, aptitudes, including interests and aptitudes in nontraditional employment areas;
- The youth's need for specific support services and incentives;
- Identification of the youth's education, training and long-term employment goals and a targeted living wage pertaining to the long-term goal.

d. Development of the Individual Service Strategy (ISS)

Information resulting from the comprehensive skill review will be used as the basis for developing the youth's Individual Service Strategy (ISS).

The ISS will contain specific service strategies that will identify the youth customer's career goal (including nontraditional career goal, if appropriate), applicable achievement objectives and a plan for appropriate services as identified through the objective assessment process. The Linn, Benton, Lincoln Workforce Investment Board requires that the youth's plan also specify which of the ten mandated services will be provided and the projected service schedule.

e. Exit and Follow-Up Phase

Program staff will complete an exit questionnaire with all youth who are exiting from a program.

Follow-up is defined in the Workforce Investment Act as: *Active case management of youth for at least one year after they have left their programs. Can include assessment/ reassessment; information and referral services; leadership development activities; regular contact with a youth's employer and assistance in addressing work-related problems; additional training opportunities; support services; retention services; life skills/problem solving; work-related peer support groups; adult mentoring; and any services designed to support the youth's employment and/or training success.*

All youth who have exited the program, with the exception of youth who have exited due to health reasons, death, or institutionalization for more than 90 days, will receive follow-up services from Sub-contractor staff.

7. Staff FTE

Subcontractor shall maintain adequate staff to carry out the activities in this contract.

Program Accountability

Sub-contractor staff uses software to maintain a database of participant information, generate accurate reports upon request and meet established deadlines. The Manager/Supervisor is responsible for reviewing contractor data management documents, assuring accuracy and meeting contractor deadlines for submission of paperwork. Internal file reviews are conducted quarterly to check case notes and other required documentation.

8. Leveraged Resources

Leveraged sources include school districts, grants and fee-for-service contracts. Every effort should be made to leverage outside resources.

9. Performance Outcomes

a. Specific Performance Outcomes

All outcomes are subject to change in response to any new state or legislative requirements. The current WIA performance outcomes will remain in effect until the Workforce Investment Act is reauthorized.

The percentages for the Common Measures are expected to change after negotiations with the Department of Community Colleges and Workforce Development (CCWD). CCWD will be collecting baseline data for the time period of July 1, 2007 through June 30, 2008. The Common Measures outcomes are not expected to be in effect until after July 1, 2008, unless legislative developments occur, but are included in this contract for the purposes of collecting baseline data.

b. Other Required Performance Outcomes

Other required performance outcomes include:

- 100% of all youth will be between the ages of 14 and 21 must have at least one of the following barriers to employment:
 - Basic skills deficiency (at or below 8.9 grade level in reading, writing or math).
 - School dropout.
 - Pregnant or parenting.
 - Homeless or runaway.
 - In foster care.
 - Juvenile offender.
 - Requires additional assistance to complete an educational program or secure and hold employment (includes youth with disability). The Linn, Benton, Lincoln Workforce Investment Board defines this barrier as:
 1. Lack of academic success as evidenced by any one of the following:
 - Behind at least two or more grade levels in math, reading or language arts as determined from test scores, school transcripts or agency records.
 - At least one year behind in school credits as determined from school transcripts or school/agency records and policies.
 - Falling grades in any of the core academics classes as evidenced by school transcripts and/or agency records.
 2. Behavior disorders as demonstrated by any one of the following:
 - Disruptive or antisocial behaviors as documented by referring agency staff.
 - Severe discipline problems as evidenced by agency/school records.
 - Substance abuse as reported by youth or referring agency staff.
 - Poor self-concept as documented by referring agency/school staff.
 3. A significant number of absences or erratic attendance resulting in poor school performance, loss of employment, etc.
 4. Neglect, abandonment, or abuse by family members as certified by referring agency/school staff.
 5. Present or prior involvement with the juvenile justice system or a state/local diversion program.
 6. Having a learning disability, a mental or physical disability (as documented by referring agency/school staff) that results in a substantial barrier to employment or educational success.

10. Relationship to Linn, Benton, Lincoln Workforce Investment Board's Unified Plan

In its unified plan for the next five years, the Linn, Benton, Lincoln Workforce Investment Board has identified its priorities for both adult and youth services. These priorities are applicable to all members of the workforce, regardless of age and skill level, and are applicable for both rural and urban populations. Whenever appropriate and reasonable, the subcontractor will incorporate these priorities as it provides services to its youth customers:

The service delivery system will be responsive to its customers needs;

- **The system will focus on developing skills that improve a customer's ability to obtain and retain living wage employment in the marketplace;**
- **On-going assessments of employers' needs and workers' skills will be used to develop programs and services;**
- **A progression of services that are easily understood and accessed by the region's workforce and employers will be offered;**
- **The system will encourage the pursuit of lifelong learning so that worker's employability, productivity, and competitiveness in the changing economy continue to improve;**
- **Customers will have access to a range of efficiently run services that can address the needs of those most job ready, and will offer intensive services for those most at risk of suffering unemployment, serious income loss, and/or poverty;**
- **The system will be held accountable for continuous quality improvement.**
- **Employers will have access to the workforce.**
- **Local industrial clusters have been targeted for workforce development (see above), although this does not preclude other occupational areas from being identified, depending upon the individual's employment and training goals.**

The Linn, Benton, Lincoln Workforce Investment Board's youth programs, including the program covered by this contract, will also demonstrate their connection to the unified plan by operating under these principles:

- **Young people served in the Linn, Benton, Lincoln Workforce Investment Board's programs have the same needs and demands as adult workers. They want to be contributing, productive members of the workforce, earning family-living wages, and developing a personal quality lifestyle.**
- **Young people equate success with consistent employment in an occupation they enjoy. Subsequently, they want access to knowledge and training.**
- **Some youth participants feel disconnected from the mainstream. Their alienation prohibits the development of appropriate behaviors. Youth programs under the Workforce Investment Act will need to be responsive to this disconnection, varied learning styles, and the wide spectrum of needs for youth to experience any measure of success.**
- **Youth programs will provide the initial experiences preparing youth to enter the workforce as lifelong learners.**
- **Youth programs are viewed as precursors to one-stop services. Program operators will be required to educate their youth customers in the WorkSource Oregon system's locale and availability. The system will be their next step for accessing information about the job market, employment availability and training requirements.**

The Linn, Benton, Lincoln Workforce Investment Board has been steadily emphasizing education completion and skill development as major accomplishments for youth participants to achieve. Youth services under the Workforce Investment Act are to be part of, not isolated from, a continuum of services for youth in Region 4. Program operators will offer services that will result in young people developing academic, behavioral, and technological skills to maintain successful employment.

**LINN, BENTON, LINCOLN WORKFORCE INVESTMENT BOARD CONTRACT
SECTION C
FISCAL PROVISIONS & COST REIMBURSEMENT BUDGET**

1. Costs for Which Payment Shall be Made

Only allocable and allowable costs paid out by the Sub-contractor, which are based on benefit received associated with the activities and services delineated in Section B shall be reimbursed to the Sub-contractor.

2. Allocation of Combined Funding

The WIA allocation of funding under this contract shall be established as allocated by the Linn, Benton, Lincoln Workforce Investment Board and Oregon Community Colleges and Workforce Development.

3. Expenditure of Funds

The Sub-contractor shall expend funds under this contract in accordance with the following requirements. For the purposes of this contract, the Sub-contractor may move up to 20% of budgeted funds between line items to cover unanticipated over-expended line items.

4. Billing

The Sub-contractor shall bill the Linn, Benton, Lincoln Workforce Investment Board's Fiscal Agent on forms and in a format approved within 20 calendar days following the month in which expenses are incurred. The Sub-contractor shall add *accruals* to their invoice of actual and allocable costs incurred, but not yet paid in accordance with United States Department of Labor Training & Employment Guidance Letter (TEGL) 16-99 Change 1. Estimates of anticipated expenses are strictly prohibited under this contract. Only obligations, expenses or accruals which are budgeted in this contract will be shown on the Sub-contractor's invoice. In addition, all costs claimed for reimbursement will be posted to the budgeted cost categories, cost objectives, and line items.

5. Final Invoice Documentation

- a. The Sub-contractor shall submit a final invoice (marked FINAL) which will be the final accounting of all accrued and actual expenditures under this Contract and on forms provided or authorized by Linn, Benton, Lincoln Workforce Investment Board. No further costs to this contract will be made by Linn, Benton, Lincoln Workforce Investment Board. This final invoice is due to Linn, Benton, Lincoln Workforce Investment Board no later than 45 calendar days following the end of the fiscal year or 45 calendar days following the actual termination date of this agreement. The Sub-contractor shall, at all times, maintain records which discretely identify the source and expenditures of funds under this agreement.
- b. The Sub-contractor shall retain original procurement documentation, including proof of payment or properly posted accrued liabilities. Procurement documentation shall include canceled checks, invoices annotated with date paid, check number and initials, annotated receipts, payroll ledgers, and/or accounts payable ledgers. Documentation shall be annotated with a Project Budget line item reference. Documentation of costs which are allocable to more than

one line item and/or which are only partially allocable to the Project Budget shall be annotated with amounts allocated to each source. Reimbursement requests shall be made only within the limits of the Project Budget line items.

**LINN, BENTON, LINCOLN WORKFORCE INVESTMENT BOARD CONTRACT
SECTION D
SPECIAL PROVISIONS**

1. Eligibility Determination

All eligibility determinations for the Workforce Investment Act for participants registered under this contract will be performed by the sub-contractor.

Appropriate staff from Community Services Consortium Workforce Education Department will be responsible for attending eligibility training, completing specified Linn, Benton, Lincoln Workforce Investment Board forms, collecting appropriate documentation as specified by Linn, Benton, Lincoln Workforce Investment Board, and following all WIA eligibility rules and regulations.

2. Advertising

All advertising, publicity and promotion for the program funded under this contract must include a statement indicating funding is provided by the Linn, Benton, Lincoln Workforce Investment Board. All advertising, publicity and promotion for the program must meet the strict provisions of Office of Management & Budget Circular (OMB) A-87.

3. Representations and Warranties

The Sub-contractor represents and warrants to Linn, Benton, Lincoln Workforce Investment Board that (1) the Sub-contractor has the power and authority to enter and perform this contract; (2) this contract, when executed and delivered, shall be a valid and binding obligation of the Sub-contractor enforceable in accordance with its terms; (3) the work under this contract shall be performed in accordance with the highest professional standards; (4) the Sub-contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the work.

4. Unused Funds

All funds provided under this contract which are unused upon contract discharge shall be de-obligated and returned to the Linn, Benton, Lincoln Workforce Investment Board. Such funds are subject to redistribution or use at the discretion of the Linn, Benton, Lincoln Workforce Investment Board. De-obligated funds may be returned to the grantor agency or the Linn, Benton, Lincoln Workforce Investment Board, or redirected by the Linn, Benton, Lincoln Workforce Investment Board as it deems necessary.

5. Memorandum of Understanding

The Memorandum of Understanding and Resource Sharing Agreement, which by this reference is hereby incorporated into and made part of this contract, states that the partners are committed to develop and implement a comprehensive, cooperative workforce development system with services to be delivered via the WorkSource Oregon Network.

6. Electronic Case-Management and Client Tracking and Reporting System

Linn, Benton, Lincoln Workforce Investment Board has, in cooperation with other LWIB's and the State of Oregon, established and will maintain a custom client information system; which is compliant with United States Department of Labor regulatory mandates for client

demographic and workforce participation activities reporting. Client data submission to this system is mandatory under this contract.

7. Performance Verification & Validation

Under review re: shared database

Sub-contractor shall submit exit and outcome data no later than the 15th day of the month following the end of each quarter. Sub-contractor shall verify and validate Sub-contractor's electronic client data maintained in I-Trac data management system. Such verification and validation shall occur no later than the 25th day of the month following the end of each quarter.

8. Hours of Operation

Hours of operation will be established by the Sub-contractor. —

9. Corrective Action Due to Unsatisfactory Performance

Sub-contractor agrees to meet or exceed the negotiated performance requirements of this subcontract. In the event that the number of registered WIA clients is less than negotiated, at the discretion of the Linn, Benton, Lincoln Workforce Investment Board, the Sub-contractor shall be placed under a Corrective Action Plan. The Corrective Action Plan shall remain in full force and effect until remedied by Sub-contractor and rescinded by Linn, Benton, Lincoln Workforce Investment Board.

**LINN, BENTON, LINCOLN WORKFORCE INVESTMENT BOARD CONTRACT
SECTION E
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION

1. The prospective recipient of Federal assistance funds certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Sub-contractor Name & Title _____

Signature _____

Date _____

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and

Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

LINN, BENTON, LINCOLN WORKFORCE INVESTMENT BOARD CONTRACT
SECTION F
CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing The Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 90, Section 319 of which amended Title 31, United States Code by adding a new section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." The regulations were published as Part III of the February 26, 1990 Federal Register (pages 6736-6756).

This certification is required by the regulations implementing The Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 90, Section 319 of which amended Title 31, United States Code by adding a new section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." The regulations were published as Part III of the February 26, 1990 Federal Register (pages 6736-6756).

The undersigned certifies, to the best of his or her knowledge and belief, that:

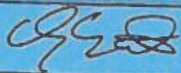

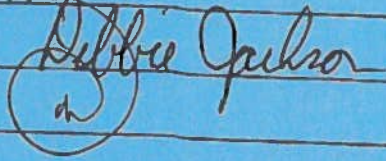

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant, contract, loan, or cooperative agreement funding this contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sub-contractor Name & Title _____

Signature _____

_____ Date

LOG # 2788F	CONTRACT TRACKING (Application • Vendor Contract • MOU • Final Award)		Submission (Applications, MOU Vendor Contracts, Purchase/Sales, etc.)	X
			Award / Denial	
FULL DOCUMENT TITLE (FOCUS OF REQUEST)	Professional Services Agreement, PY14 I-Trac License			
FUNDER/ CONTRACTOR	Worksystems, Inc. 1618 SW First Ave., Suite 450, Portland, OR 97201		Federal	
			State	
			Private	X
CONTACT NAME/ INFO	Janice Frater 503.478.7346, jfrater@worksystems.org			
CSC DEPARTMENT	W&E	FUNDER, GRANT or CONTRACT #	NA	
FEDERAL CFDA #, IF ANY	NA	CSC GRANT # FROM DJ	NA	
REQUESTED AMOUNT	NA	FUNDED AMOUNT	\$25, 244 estimated	
DATES (start to finish)	FROM:	July 1, 2014	TO:	June 30, 2015
ROUTE ORDER		ROUTED	REQUIRED SIGNATURES	
ORIGINATOR	EPLS	X	6-9-14	
COMMUNITY RELATIONS DEV.				NA
DEPARTMENT DIRECTOR			6-9-14	
FINANCE DIRECTOR	EPLS	X	6/9/14	
EXECUTIVE DIRECTOR			6/9	
BOARD CHAIR (If \$50,000 & over)				
ADMIN ONLY		SUBMISSION		
Convert to PDF	✓	Originator to submit		
File on share drive	✓	Admin to submit:		X
Enter on tracking log	✓	Due date:		7-1-14
Admin submitted date	6/10/14	Submission instructions & notes: Please refer to email instructions for submission		
Originator submitted date	—			
Email originator link	✓			
Email DJ notice of award				

PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is between **Worksystems Inc.**, hereafter called **WSI**, and **Community Services Consortium**, hereafter called **CSC**. In the event of any conflict between the stated provisions of this contract and its attached documents, the provisions of this contract shall control.

THE PARTIES AGREE:

1. **Description of Services and Deliverables** – I-Trac data management system license as outlined and defined in Exhibit A of this Agreement – Statement of Work & Terms of Service.
2. **Term** – Services will begin **July 1, 2014** and terminate **June 30, 2015** unless earlier termination as provided for in Section 8 herein.
3. **Compensation** – Payment amount not to exceed **\$25,244**. Refer to Exhibit A of this Agreement – Statement of Work & Terms of Service, Payment Provisions.

WSI shall submit an invoice to CSC monthly for CSC's allocated share of actual costs for the invoice period. Payment shall be processed in the normal course and manner for accounts payable, not to exceed thirty (30) days from the date of billing.

All Contract billings for the period July 1, 2014 through June 30, 2015 will be submitted by August 15, 2015. This will constitute the final billing for this Agreement.

4. **Independent Contractor Status** – WSI is an independent contractor and is not an employee of CSC. WSI is responsible for all federal, state and local taxes, employee benefits, Worker's Compensation coverage, and fees applicable to services provided under the terms of this Agreement.
5. **Subcontracts and Assignment** – WSI reserves the right to subcontract with others for any of the services prescribed herein without the prior written consent of CSC.
6. **Access to Records** – CSC's authorized representatives shall have access to the documents, papers and records of WSI which are directly pertinent to this contract for the purpose of process documentation or making audit, examination, excerpts and transcripts.
7. **Ownership of Work Product** – All work products which result from this contract are the exclusive property of WSI.
8. **Early Termination** – This contract may be terminated by mutual consent of both parties, or by either party upon 30 days written notice. In the case of breach of the terms of this agreement, either party may terminate immediately upon notice to the other party.
9. **Compliance** – WSI and CSC shall comply with all applicable federal, state, and local laws, regulations, rules, policies, and procedures, as well as the terms of this agreement.

10. Security of Information**Breach Notification**

Any party who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify the other. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

Confidentiality

"Confidential Information," as used in this Agreement, shall mean (i) all information, however documented, that is a trade secret of WSI within the meaning of the Oregon Trade Secret Act; (ii) all information marked or designated by WSI as "confidential" or "proprietary"; (iii) all information, whether or not in written form and whether or not designated as confidential or proprietary, which is known to CSC as being treated by WSI as confidential or proprietary; (iv) all information provided to WSI by third parties which WSI is obligated to keep confidential; and (v) all other information that has been created, discovered, developed or otherwise become known to WSI, and/or in which property rights have been assigned or otherwise conveyed to WSI, that has commercial value to WSI. Confidential Information shall include information in any form in which such information exists, whether oral, written, filmed, taped, computer disk, or other form of media. Confidential Information shall include, by way of illustration and not limitation, names of participants and customers.

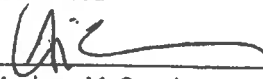
- 11. **Non-Discrimination** – WSI and CSC agrees to comply with all applicable requirements of federal and state employment law, civil rights and rehabilitation statutes.
- 12. **Indemnification** – WSI and CSC shall hold each other harmless from liability arising, in whole or in part, from the acts, performances, errors, or omissions of the other party.
- 13. **Modifications** – This contract constitutes the entire agreement between the parties hereto. Any amendments to this contract or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties.

WSI or CSC may unilaterally modify or terminate this contract if its grants are suspended, reduced, or terminated before or during the contract period, or in order to accommodate any change in the Workforce Investment Act or in the interpretation of the Act, or in any applicable local, State, or Federal laws, regulations, rules, policies, or grant terms.

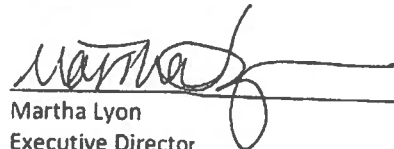
WSI may unilaterally modify this contract whenever such action may be required by significant changes in WSI priorities, as indicated by direct action of the Board of Directors of WSI. In this event, notification of intent shall be provided to CSC no less than thirty (30) calendar days prior to the effective date of the modification.

- 14. **Notices** – All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first class U.S. mail postage pre-paid, and addressed to the contact information outlined in this contract.
- 15. **Signatures** – WSI and CSC, by signature below, hereby agree to be bound by all the terms and conditions of this contract. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties.

WORKSYSTEMS, INC.
1618 SW First Ave., Suite 450
Portland, OR 97201
Phone (503) 478-7300
Fax (503) 478-7302

By: 
Andrew McGough
Title: Executive Director
Date: 6/16/14

COMMUNITY SERVICES CONSORTIUM
250 Broadalbin Street, Suite 2A
Albany, OR 97321
Phone (541) 704-7621

By: 
Martha Lyon
Title: Executive Director
Date: 6/9/14

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EXHIBIT A
STATEMENT OF WORK & TERMS OF SERVICE
I-TRAC DATA MANAGEMENT SYSTEM LICENSE

I-Trac is a web based data management system developed by **Worksystems, Inc. (WSI)** for the purpose of collecting, reporting and managing customer-level information for multiple funding sources. **Community Services Consortium (CSC)** is licensing use of the system as defined in this Statement of Work & Terms of Service.

The system is based on workforce development program services that generally require system rules for eligibility determination, service level data that includes detailed information relative to training and education activities, as well as performance outcome reporting which includes details of employment. Program policies and grant rules define the system.

The system uses Microsoft technology. The reporting system is a SQL database generating XML data files that are translated to HTML using XSL and CSS. The data entry system is a SQL database connected to the Internet via Microsoft's latest middle tier technologies, .NET.

The system is housed on three servers running Microsoft Windows 2008 Server; Microsoft SQL Server 2008 and SQL Server 2008 R2; and Microsoft .NET Framework 2 and .NET Framework 4. The database servers are configured as a data entry and reporting system. The data entry system contains journal tables that record every modification made to the data. All users including administrators are assigned individual accounts so that all transactions are recorded and the user is identified.

This Statement of Work defines CSC as the contracting entity and any and all subcontractors and staff that utilize I-Trac services on its behalf.

WSI is the owner of the I-Trac source code and is the only entity authorized to program in the software. Any access and/or subsequent changes made by CSC would be unauthorized, would not be the responsibility of WSI, and immediately void this Agreement.

STANDARD SERVICE

The following services will be delivered to CSC using the same standards that WSI uses internally and with WSI subcontractors.

- 1. Data Entry**
CSC will use the existing I-Trac web forms to enter client tracking data and will require that all users – CSC staff or their subcontractor staff – enter data into the system within five (5) business days of the activity.
- 2. Data Transmission**
WSI will assist CSC in connecting the data entry stations to the I-Trac system. This may require coordination with CSC Information Services to provide access to I-Trac through firewalls.
- 3. Data Storage**
WSI will provide storage for CSC client tracking data. The data will be stored with WSI's client data. The data will be differentiated via a range of fund numbers allocated to CSC. The data storage and protection will meet WSI's internal standards. These protection standards comprise various methods including but not limited to: Firewall; Hardware Fault Tolerance; Software Fault Tolerance; and Daily Backup to a second location. CSC data will be stored in the same system as WSI's data. While WSI will make every reasonable precaution, WSI is not liable for loss of data. Based on back-ups and protections in place, apart from a catastrophic event outside WSI control, data entered and saved in the previous 24 hours is the maximum that would be lost.
- 4. User Support**
WSI will provide user support to CSC first line support and users Monday through Friday, 8:30 AM to 4:30 PM. CSC will provide a single point-of-contact who has knowledge of both programs and data reporting requirements to work with WSI staff to resolve questions.

5. Training

WSI will provide an I-Trac user manual for the WIA funds supported by the system. WSI supports a Train the Trainer model for all maintenance user training (relative to staff turnover or the implementation of standard grants that have been previously tracked in the system such as lay-off assistance projects or National Emergency Grants) and provides training materials for CSC trainer use. WSI will provide all training to trainers identified by CSC. For major system enhancements or upgrades WSI will be available to provide related training to all appropriate users and trainers.

6. New Development & Additional Service Requests

At CSC direction, WSI will provide additional services on a cost reimbursement basis. Costs associated with WSI staff work will be charged at the employee's hourly rate, including benefits, plus appropriate portions of WSI's allocated costs. Work by WSI subcontractors will be charged at the actual billing rate. Once the new development is complete and the fund added to the system, the structure outlined under Payment Provisions within this Statement of Work will apply.

These additional services can include, but are not limited to: New grant fund development and customized services such as web based reports; spreadsheet based reports (queries); web interfaces; data transmissions; and trainings. An estimate of the additional costs associated with the request will be communicated to CSC prior to performing the service. Where the service falls within the broad scope of Terms of Service and does not require specialized or dedicated staff time, the service may be provided as part of the allocation pool services and charged through the process outlined in the Payment Provisions within this Statement of Work.

CSC agrees to consult with and secure cost estimates from WSI before finalizing the data management section of all new grant applications and budgets where it is anticipated that I-Trac will be the data management and reporting system. All additional service requests will be submitted using the I-Trac Intake Form and an I-Trac Work Order will be completed for CSC approval and sign-off before work commences.

New development charges will be itemized separately on invoices from the I-Trac fund allocation billing.

7. Reports

CSC will have access to the I-Trac web based reporting environment. All standard reports will show CSC data; new standard reports will be developed based on the agreement of a majority of I-Trac users. Customized reports or fund queries for CSC will be provided through the New Development process.

8. Data Reporting Transmission

WSI will transmit data to Oregon Department of Community College and Workforce Development (CCWD) using the format in compliance with requirements in State Policy 589-50.1, Workforce Investment Act Title IB Participant Data Collection, Transmission and Reconciliation. Where direct and discretionary grants are tracked for CSC reporting will be provided as required by the funder within system structure capabilities. Where WSI cannot transmit data directly to the funding source, staff will work with CSC to develop a workable compromise solution.

9. Data Validation

CCWD provides WSI with a variety of data validation reports based on the weekly transmission. WSI reviews the weekly reports and makes adjustments for errors that are generated as a result of system programming. Errors that require CSC staff engagement to resolve will be sent to CSC and remain their resolution responsibility.

Quarterly, data validation reports are sent to WSI and CSC to examine and address errors. WSI will retain responsibility for system-generated errors as a result of programming; CSC, with assistance from WSI if necessary, will be responsible to determine the cause and work to collect appropriate data to fix current records producing data entry errors. If appropriate, and based on input from CSC as a result of the data correction process, WSI will add validation rules that prevent particular errors from reoccurring.

PAYMENT PROVISIONS

CSC agrees to compensate WSI on a cost reimbursement basis. WSI will provide the services described in this Statement of Work for an allocated share of actual costs for these services. WSI will provide an estimate of annual costs at the start of each new program year; CSC understands that the billings may vary according to actual costs incurred, the number of grants being tracked, and the activity of other programs using the system. CSC agrees that if the estimate provided or the dollar amount contracted for falls short of the actual costs for the delivery of the service CSC will modify this Agreement effective no later than June 30 of the program year of the shortfall for the amount necessary to cover CSC actual costs for the program year.

WSI will not be compensated twice for costs incurred under this Agreement. Costs will be appropriately shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

The services rendered under this Agreement are those of an independent contractor who is not an officer, employee, or agent (as those terms are used in ORS 30.265) of CSC. WSI is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Agreement. Any subcontractor hired by WSI shall be similarly responsible.

TERMS OF SERVICE

WSI provides its service to CSC for its Workforce Program Services including but not limited to WIA Adult, WIA Dislocated Worker, WIA Youth, Rapid Response/Gap Fill/Additional Assistance Grants, National Emergency Grants and any additional grants or funds established as a result of new development ordered by CSC subject to the following Terms of Service ("TOS").

1. Description of Service

WSI will provide CSC with online client tracking applications (the "Service") targeted at collecting information required by the Workforce Programs or specific to the work order for new development. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new WSI services, will be subject to the TOS.

2. To Use This Service

In order to use the Service, CSC must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. CSC must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

3. Workstations

CSC workstations and those of their subcontractors that utilize I-Trac must meet the following minimum requirements:

- a. Business-grade, broadband internet connectivity.
- b. Network and workstation virus protection that is fully functional and updated at least on a weekly basis.
- c. Individual E-mail accounts for staff working with WSI allowing attachment size of at least 5 Megabytes.
- d. PCs with 2 GB RAM or more, and 20 GB or more of available disk space.
- e. One of the following Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer; Mozilla Firefox version 20.0 or newer.
- f. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

4. Access, Passwords and Security

CSC may designate a number of users under CSC account which corresponds to the level of service CSC is receiving from WSI. CSC staff will be trained to manage access and passwords to such users. CSC will be responsible for the confidentiality and use of CSC access number(s), password(s), and account number(s).

CSC will be responsible for all electronic communications, including account registration and other account holder information, e-mail, financial, and other data ("Electronic Communications") entered through or under CSC access

number(s), password(s) or account number(s). WSI will act as though any Electronic Communications It receives under CSC access number(s), password(s) or account numbers(s) will have been sent by CSC.

CSC agrees to immediately notify WSI if CSC becomes aware of any loss or theft or unauthorized use of any of CSC access number(s), password(s) and/or account number(s).

5. Electronic Communications Between CSC and WSI

The Service allows CSC to send Electronic Communications directly to WSI and interact within applicable areas of the Service. Electronic Communications include CSC data and data which CSC sends through the Service (the "Data"). CSC acknowledges and agrees to the following with respect to use of Electronic Communications through the Service:

- a. WSI shall be entitled, but is not obligated, to review or retain CSC Electronic Communications for CSC compliance with the TOS and the security of the Service. WSI may also review or retain Electronic Communications (other than Data) for other reasons which WSI believes in good faith will improve the quality of the Service;
- b. WSI may disclose Electronic Communications if required to by law or in the good faith belief that such disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Electronic Communications violate the rights of third parties; or (iv) protect the rights, property, or personal safety of WSI, its users or others;
- c. CSC will only submit participant social security number (SSN) data through the service; SSN data will not be reproduced and sent in any other electronic communication as a participant identifier or for any other purpose.
- d. CSC will not use any Electronic Communication for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. CSC will not use the Service to solicit customers that are not attached to CSC funds or are the customers of WSI or others who license the service for any purpose;
- e. CSC will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- f. CSC will not in any way express or imply that any opinions contained in CSC Electronic Communications are endorsed by WSI;
- g. CSC agrees to provide WSI with CSC users e-mail addresses, promptly provide WSI with any changes to CSC e-mail addresses and accept Electronic Communications from WSI at the e-mail address CSC specify;
- h. CSC agrees that WSI may provide notices, statements and other communications to CSC solely through e-mail, posting on the Service or other electronic transmission; and
- i. CSC understands that the technical processing and transmission of the Service, including CSC Electronic Communications, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

6. Security Of Data Transmission

CSC agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by WSI. Until notified otherwise by WSI, CSC agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by WSI and follow WSI log-on procedures for Service that support such protocols. CSC acknowledges that WSI is not responsible for notifying CSC of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. CSC acknowledges that it is possible that Electronic Communications may be accessed by unauthorized third parties when communicated between CSC and WSI using the Internet, other network communications facilities, telephone or any other electronic means.

7. Security And Storage Of Data

The security of CSC data may be maintained through the use of data encryption, data security protocols, passwords and other methods which WSI may employ, or which WSI may suggest or require that CSC employ. CSC agrees that WSI has no responsibility or liability for the deletion of or failure to store data to the Service by CSC staff.

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Exhibit F- 18

- **Inventory List for Items Costing more than \$5,000**

Category	Funding Source	Acquisition Date	Asset ID	Assigned to..	Description	Serial Number	Cost	Last Depreciation Date	Replacement Cost
EQUIPMENT	WIA	7/9/2010	VIDEO CON SYS A	IT	VIDEO CONF SYSTEM CRO WIA	GC651402BDC07	9,526.00	6/30/2013	9,526.00
EQUIPMENT	WIA	7/9/2010	VIDEO CONF 01A	IT	LIFESIZE CAMERA NRO WIA	HK652403E8B88	3,874.00	6/30/2013	3,874.00
EQUIPMENT	WIA	12/14/2010	VIDEO CONF 02A	IT	LIFESIZE CAMERA ARO WIA	GN65380398941	2,523.25	6/30/2013	2,523.25
EQUIPMENT	ARRA - WIA	2/11/2010	PRESSURE MODEL	CRO	HOUSE OF PRESSURE MODEL	48 X 24 X 43	<u>7,500.00</u>	6/30/2013	<u>7,500.00</u>
Total EQUIPMENT							23,423.25		23,423.25
VEHICLE	WIA	9/18/2007	VAN018	CRO	2000 CHEVY VAN	1GNDM19W7YB1809	8,194.00	6/30/2013	0.00
VEHICLE	WIA	6/15/2009	VAN022	CRO	2001 DODGE VAN	1B4GP25321B157217	6,850.00	6/30/2013	6,850.00
VEHICLE	WIA	11/19/2009	VAN023	LRO	1999 CHEVY SUBURBAN	1GNFK16R0XJ45975	6,250.00	6/30/2013	6,250.00
VEHICLE	WIA	6/27/2013	PU006	CRO	2013 FORD F-150 SUPERCAB	1FTFX1CFXDKP0527	26,948.00	6/30/2013	26,948.00
VEHICLE	WIA	6/24/2014	VAN028	CRO	2013 FORD ECONOLINE WAGON	1FBNE3BL7DDA9802	<u>21,986.00</u>		<u>21,986.00</u>
Total VEHICLE							<u>70,238.00</u>		<u>82,044.00</u>
Report Total							<u>93,661.25</u>		<u>85,467.25</u>

Exhibit F-19

- **Purchase of Fixed Assets Policy**

Subject: PURCHASE OF FIXED ASSETS

**Section IVC-1
Page 1 of 1**

- Policy:**
1. Personal property with a value or \$2,500 or more will be included on the CSC property listing.
 2. Personal property purchases will require departmental approval. Funding source approval may be required for amounts between \$2,500 and \$5,000. Federal funding source approval is required for purchases \$5,000 and over or for any lower amounts specified in their funding source contracts.
 3. Purchases of property in excess of \$5,000 will require written competitive bids.

ADDRESSED TO	STEP	PROCEDURES
CSC Staff	1.	For those pieces of property needing funding source approval, submit a request letter to funding source. After written approval is received, purchase may be made, subject to competitive bidding. A copy of the written approval should be provided to the Finance Director. If the property is in excess of \$5,000, written competitive bids should also be included.
Finance Department	2.	Maintain a fixed asset inventory system.
	3.	Prepare an annual listing of the fixed assets and reconcile the balances to the accounting system.

Subject: RECORDING THE PURCHASE OF AND RESPONSIBILITY FOR FIXED ASSETS, CONT.

**Section IV-C-2
Page 1 of 1**

Policy: PURCHASE AND TRANSFER of FIXED ASSETS

ADDRESSED TO	STEP	PROCEDURES
Accounting Technician And/or IT Staff for computers.	1.	<u>Purchase of Fixed Assets:</u> Complete the CSC Equipment Update Form and send along with a copy of the purchase invoice and purchase order to the Finance Department. <ol style="list-style-type: none">1. Issue property tag number2. Enter description of property and other data into the Fixed Asset Inventory system in the accounting system. Where practical, a responsible employee's name will be assigned to the asset.
Assigned Staff	2.	<u>Change of location or Assigned Staff:</u> Update Equipment form and send to Supervisor for approval.
Supervisor Accounting Technician	3.	Forward Equipment form to Finance Department. Update location in the Fixed Asset Inventory.

Subject: DISPOSAL OF FIXED ASSETS.

**Section IV-C-3
Page 1 of 2**

Policy:

DISPOSAL of FIXED ASSETS.

1. Disposal of agency property will be at the discretion of the program manager with the following guidelines:
 - A. Agency property with a fair market value of \$5,000 or more paid from federal sources will need written funding source approval to be disposed of.
 - B. Property may be sold without formal competitive bidding if it is determined that a negotiated sale will result in increased revenue and the following conditions are complied with:
 1. Current market value of less than \$5,000, CSC may establish a selling price, advertise a sale, and sell to the first qualified buyer meeting the sale terms.
 - C. When the property is valued at \$5,000 or higher, the personal property must be offered for competitive written bid and be advertised in accordance to ORS 279.025 or be offered at public auction. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible bidder, all bids may be rejected and CSC may negotiate a sale subject to the following conditions:
 1. An appraisal of the market value of the property is obtained and documented and the negotiated sale price exceeds the market value; or
 2. The sale amount exceeds the highest bid received through the bidding or auction.
 - D. The proceeds from the sale of property will be remitted to the department from which it was disposed. The revenue must then be budgeted into the current year's operating funds in accordance with the Board adopted budgeting policies.
 - E. Records for property acquired with Federal funds shall be retained for 5 years after its final disposition.

Subject:

DISPOSAL OF FIXED ASSETS.

**Section IV-C-3
Page 2 of 2**

Request for Authorization to Dispose of Property:

Assigned Staff should complete the CSC Equipment Disposal Form and send it through Departmental Approval into the Finance Department.

Provide a brief explanation of why property is being disposed of.

If property is being sold, include price being asked and how fair market value was obtained. If property was disposed of (given away, junked, etc), give explanation on why there was no value or why it was given away.

**Accounting
Technician**

The Finance Department will look up historical cost data, equipment identification and necessary financial information to complete the forms.

The completed forms will be forwarded to the Administrative Service Office to schedule for Governing Board Approval for amounts in excess of \$2,500 of historical cost.

Admin Svcs

The proposed disposal will be included in the next Governing Board agenda, and documentation of the approval to dispose of the asset will be furnished to the responsible department and also to the Finance Department.

Subject: FIXED ASSET INVENTORY METHODOLOGY

Section IV-C-4
Page 1 of 1

Policy: Inventory is conducted by checking the tag number of every piece of property with the tag number on the property listing. Property inventory is conducted for all CSC offices and delegate agencies. Inventory will be conducted at June 30 year end

Property subject to inventory are fixed assets with a purchase cost of \$2,500 or higher and computer assets.

ADDRESSED TO	STEP	PROCEDURES
Accounting Technician	1.	Prepare a property listing, by location, from the Fixed Asset Inventory in the accounting system. Prepare a transmittal letter to the offices with instructions and time frames for completion of the physical inventory.
Personnel Taking Inventory	2.	Compare tag number on property with number on property listing. If there is no number on a piece of property, use description, model number, or serial number to correlate property with items listed on property listing.
	3.	Assess condition of property P Poor F Fair G Good E Excellent
	3.	Record any missing information on property listing.
	4.	Record any change of location or assigned responsible staff.
	5.	Return property listing and any equipment update forms to the Finance Department.
Accounting Technician	6.	Enter revisions into the Fixed Asset Inventory, and print a revised property listing to send to each location. The next pages are the property forms.

Subject: PURCHASE OF FIXED ASSETS

**Section IVC-1
Page 1 of 1**

- Policy:**
1. Personal property with a value of \$2,500 or more will be included on the CSC property listing.
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 3. Purchases of property in excess of \$5,000 will require written competitive bids.

ADDRESSED TO	STEP	PROCEDURES
CSC Staff	1.	For those pieces of property needing funding source approval, submit a request letter to funding source. After written approval is received, purchase may be made, subject to competitive bidding. A copy of the written approval should be provided to the Finance Director. If the property is in excess of \$5,000, written competitive bids should also be included.
Finance Department	2.	Maintain a fixed asset inventory system.
	3.	Prepare an annual listing of the fixed assets and reconcile the balances to the accounting system.

Subject: RECORDING THE PURCHASE OF AND RESPONSIBILITY FOR FIXED ASSETS, CONT.

**Section IV-C-2
Page 1 of 1**

Policy: PURCHASE AND TRANSFER of FIXED ASSETS

ADDRESSED TO	STEP	PROCEDURES
Accounting Technician And/or IT Staff for computers.	1.	<u>Purchase of Fixed Assets:</u> Complete the CSC Equipment Update Form and send along with a copy of the purchase invoice and purchase order to the Finance Department. <ol style="list-style-type: none">1. Issue property tag number2. Enter description of property and other data into the Fixed Asset Inventory system in the accounting system. Where practical, a responsible employee's name will be assigned to the asset.
Assigned Staff	2.	<u>Change of location or Assigned Staff:</u> Update Equipment form and send to Supervisor for approval.
Supervisor	3.	Forward Equipment form to Finance Department.
Accounting Technician		Update location in the Fixed Asset Inventory.

Subject: DISPOSAL OF FIXED ASSETS.

Section IV-C-3

Page 1 of 2

Policy:

DISPOSAL of FIXED ASSETS.

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 - A. Agency property with a fair market value of \$5,000 or more paid from federal sources will need written funding source approval to be disposed of.
 - B. Property may be sold without formal competitive bidding if it is determined that a negotiated sale will result in increased revenue and the following conditions are complied with:
 1. Current market value of less than \$5,000, CSC may establish a selling price, advertise a sale, and sell to the first qualified buyer meeting the sale terms.
 - C. When the property is valued at \$5,000 or higher, the personal property must be offered for competitive written bid and be advertised in accordance to ORS 279.025 or be offered at public auction. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible bidder, all bids may be rejected and CSC may negotiate a sale subject to the following conditions:
 1. An appraisal of the market value of the property is obtained and documented and the negotiated sale price exceeds the market value; or
 2. The sale amount exceeds the highest bid received through the bidding or auction.
 - D. The proceeds from the sale of property will be remitted to the department from which it was disposed. The revenue must then be budgeted into the current year's operating funds in accordance with the Board adopted budgeting policies.
 - E. Records for property acquired with Federal funds shall be retained for 5 years after its final disposition.

Subject:

DISPOSAL OF FIXED ASSETS.

**Section IV-C-3
Page 2 of 2**

Request for Authorization to Dispose of Property:

Assigned Staff should complete the CSC Equipment Disposal Form and send it through Departmental Approval into the Finance Department.

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**Accounting
Technician**

The Finance Department will look up historical cost data, equipment identification and necessary financial information to complete the forms.

The completed forms will be forwarded to the Administrative Service Office to schedule for Governing Board Approval for amounts in excess of \$2,500 of historical cost.

Admin Svcs

The proposed disposal will be included in the next Governing Board agenda, and documentation of the approval to dispose of the asset will be furnished to the responsible department and also to the Finance Department.

Subject: FIXED ASSET INVENTORY METHODOLOGY

Section IV-C-4

Page 1 of 1

Policy: Inventory is conducted by checking the tag number of every piece of property with the tag number on the property listing. Property inventory is conducted for all CSC offices and delegate agencies. Inventory will be conducted at June 30 year end

Property subject to inventory are fixed assets with a purchase cost of \$2,500 or higher and computer assets.

ADDRESSED TO	STEP	PROCEDURES
Accounting Technician	1.	Prepare a property listing, by location, from the Fixed Asset Inventory in the accounting system. Prepare a transmittal letter to the offices with instructions and time frames for completion of the physical inventory.
Personnel Taking Inventory	2.	Compare tag number on property with number on property listing. If there is no number on a piece of property, use description, model number, or serial number to correlate property with items listed on property listing.
	3.	Assess condition of property P Poor F Fair G Good E Excellent
	3.	Record any missing information on property listing.
	4.	Record any change of location or assigned responsible staff.
	5.	Return property listing and any equipment update forms to the Finance Department.
Accounting Technician	6.	Enter revisions into the Fixed Asset Inventory, and print a revised property listing to send to each location. The next pages are the property forms.

Exhibit F - 29

- **LBL WIB Adopted Budget FY 2014-2015**



Budget Message FY 2014-2015

The Linn, Benton, Lincoln Workforce Investment Board (LBL WIB) is a business-led, public-private organization established by the Workforce Investment Act. The LBL WIB works through a wide array of partners to address workforce development issues in our region to support a skilled, work-ready workforce that assures the prosperity of local employers and self-sufficient employment for job-seekers. The LBL WIB is charged with developing strategy, priorities, and policies for the WorkSource Oregon Centers across the region.

ACCOMPLISHMENTS

Some of the significant accomplishments of the LBL WIB during FY 2013-2014 include:

- Completed the *Healthcare Workforce Needs Assessment in Linn, Benton, and Lincoln Counties in Oregon* in partnership with Oregon State University.
- Developed strategies to address the needs identified in the healthcare sector.
- Expanded business-serving capacity particularly related to two of the LBL WIB's strategic priorities around sector strategies and Certified Work Ready Communities.
- Completed and submitted a transition plan to address the Governor's Executive Order 13-08.
- Developed and published a workforce system performance report that is updated quarterly.
- Expanded membership.

The CSC Workforce & Education Department added these accomplishments under the direction of the LBL WIB during FY 2013-2014:

- Expanded capacity to serve youth by receiving Oregon Watershed Enhancement Board and Oregon State Marine Board funding to support youth crews, partnering with alternative high schools to provide continuum of service for at-risk youth in need of paid work experiences, and raising awareness and funding for the Youth Garden program with the Garden Gnome Run.
- Developed dual credit opportunities partnering with LBCC youth participating in the Youth Garden program to improve college access.
- Expanded partnerships in Lincoln County through Natural Resource Crew activities to provide a wider range of youth work skill development.
- Provided employment and work experience for over 50 youth in the region.
- Implemented a pilot Adult Basic Education/GED program in the Albany WorkSource Oregon Center.
- Integrated YouthBuild into the Weatherization Training Center to increase opportunities for older youth to earn valuable credentials.
- YouthBuild completed a new home in Albany through a new partnership with First Story.
- Prioritized healthcare training through the scholarship program and explored new healthcare training opportunities with Linn Benton and Oregon Coast community colleges.
- Expanded all youth education programs to fully incorporate the National Career Readiness Certificate (NCRC).
- Implemented a new partnership with Central Linn School District to provide NCRCs to students.
- As a part of WorkSource Oregon, served around 6,000 adults and dislocated workers and facilitated the employment of well over 3,000 participants in our region.
- Provided intensive employment services and supportive services having a direct link to employment for almost 100 participants.

- Expanded on-the-job training opportunities (OJTs) in areas such as healthcare, software, green building, and manufacturing by providing about 40 hire first training opportunities.
- Continued to build on the success of the on-the-job training program by creating improved business relationships and outreach.
- Expanded the Lincoln County JOBS Supported Work and Work Experience programs to provide TANF recipients more meaningful hands-on opportunities to gain work readiness skills.
- Met or exceeded all employment-related state performance measures.

CHALLENGES

The LBL WIB begins FY 2014-2015 responding to significant changes and new challenges:

- In 2013-2014, Governor Kitzhaber issued Executive Order 13-08. The Order outlined expanded roles and responsibilities for local workforce investment boards. Part of the Order also mandated that local boards separate from service provision by June 30 2015. Responding to the Order has and will continue to be a priority through the coming fiscal year.
- New strategies, such as a focus on the industry sector strategies and Certified Work Ready Communities, will significantly reshape workforce development efforts over the next two years.
- At the state level, the broader workforce system will continue to be reshaped to create a highly-aligned, integrated, and accountable system.

GOALS

The following goals are critical to the LBL WIB's success for FY 2014-2015:

- Implement the transition plan to address the Governor's Executive Order 13-08.
- Launch the Certified Work Ready Communities initiative.
- Implement strategies to support employers in the healthcare sector and continue developing initiatives to support the manufacturing sector.
- Update the local workforce development strategic plan.
- Develop a Request for Proposal and complete a bid process for the Youth contract.
- Develop and publish regional research reports such as a state of the workforce report.
- Respond to new statewide policy and priorities.

The Workforce & Education Department will be working on the following goals under the direction of the LBL WIB during FY 2014-2015:

- Increasing paid work experience opportunities for youth at local businesses and organizations across the region.
- Expand the crew model at Career Tech to provide hands-on work experience opportunities to more youth and enhance connections to careers.
- Fully implement a new model of adult basic education and GED preparation and explore opportunities to expand to all WorkSource Oregon Centers in the region.
- Continue the scholarship program for training with a focus on the healthcare sector. Modify and expand outreach for a rolling application period to best capture community college and non-community-college training programs.
- Respond to the expansion industry sector priorities for training identified by the LBL WIB.
- Engage YouthBuild the Albany One Block at a Time initiative to potentially develop new or expanded skill-building and credentials in demand by regional employers.
- Expand partnerships and fee-for-service opportunities for the Weatherization Training Center.
- Significantly expand the National Career Readiness Certificate (NCRC) program particularly into the region's high schools and community college programs.
- Strengthen efforts supporting training-related job placement.
- Continue to expand on-the-job training with an emphasis on healthcare and other industry sector placements.

- Implement employer-job seeker networking events intended to facilitate job placement within focused industries including but not limited to healthcare.
- Expand business relationships and outreach and explore offering employer services.
- Develop the capability among the regional WorkSource Oregon Centers to offer virtual services to businesses and job seekers as well as to better connect and coordinate staff in the Centers.

WIB FY14 - MARCH 2014

WORKFORCE INVESTMENT BOARD

FY 15

		<u>Budget</u>
EXPENDITURES		
SALARIES AND FRINGE BENEFITS		
SALARY	5010	114,984.97
PERS	5320	11,452.50
WORKERS COMP	5330	137.28
SAIF INSURANCE	5335	230.38
UNEMPLOYMENT	5340	2,184.71
HEALTH INSURANCE	5350	30,102.20
DENTAL INSURANCE	5360	3,340.85
LIFE INSURANCE	5370	721.50
FLEXIBLE SPENDING COSTS	5375	159.48
OSGP MATCH - NEW	5382	900.00
FICA	5390	<u>8,796.35</u>
Total SALARIES AND FRINGE BENEFITS		173,010.21
MATERIALS AND SERVICES		
AUDIT	5510	600.00
OTHER PURCHASE SERVICES	5540	70,000.00
CONTRACT SERVICES/TRAINING	5550	30,000.00
EDUCATIONAL CONFERENCES/TRAINING	5610	5,860.00
MEETINGS	5620	2,190.00
DUES	5630	15,600.00
MILEAGE	5710	8,400.00
INSURANCE	5950	399.65
OFFICE SUPPLIES	6110	450.00
POSTAGE AND SHIPPING	6120	95.00
PHOTOCOPY	6130	1,325.00
PRINTING	6140	95.00
PROGRAM SUPPLIES	6160	900.00
BOOKS, SUBSCRIPTIONS	6410	<u>100.00</u>
Total MATERIALS AND SERVICES		136,014.65
OCCUPANCY / INFRASTRUCTURE		
RENT	5910	9,750.00
UTILITIES	5920	260.00
CELL PHONE	5935	700.00
MAINTENANCE, REPAIR, JANITORIAL	5940	190.00
INDIRECT	6620	21,960.00
INFRASTRUCTURE	6630	<u>4600.00</u>
Total OCCUPANCY / INFRASTRUCTURE		37,460.00
Total EXPENDITURES		<u>346,484.86</u>

WORKFORCE INVESTMENT BOARD
FY 15

		Budget	FTE 1.00 WIA WIB	FTE .50 CWRC	FTE .50 SECTOR ST.	
EXPENDITURES						
SALARIES AND FRINGE BENEFITS						
SALARY	5010	114,984.97	61,475.17	17,658.23	35,851.57	
PERS	5320	11,452.50	6,122.93	1,758.76	3,570.82	
WORKERS COMP	5330	137.28	68.64	22.65	45.99	
SAIF INSURANCE	5335	230.38	103.24	41.96	85.18	
UNEMPLOYMENT	5340	2,184.71	1,168.03	335.51	681.18	
HEALTH INSURANCE	5350	30,102.20	13,473.79	5,487.37	11,141.03	
DENTAL INSURANCE	5360	3,340.85	1,551.60	590.45	1,198.79	
LIFE INSURANCE	5370	721.50	301.50	138.60	281.40	
FLEXIBLE SPENDING COSTS	5375	159.48	63.24	31.76	64.48	
OSGP MATCH - NEW	5382	900.00	300.00	198.00	402.00	
FICA	5390	8,796.35	4,702.85	1,350.85	2,742.64	
Total SALARIES AND FRINGE BENEFITS		173,010.21	89,330.98	27,614.15	56,065.09	173,010.21
MATERIALS AND SERVICES						
AUDIT	5510	600.00	200.00	172.00	228.00	
OTHER PURCHASE SERVICES	5540	70,000.00	30,000.00	40,000.00	0.00	
CONTRACT SERVICES/TRAINING	5550	30,000.00	0.00	0.00	30,000.00	
EDUCATIONAL CONFERENCES/TRAINING	5610	5,860.00	3,500.00	860.00	1,500.00	
MEETINGS	5620	2,190.00	1,400.00	330.00	460.00	
DUES	5630	15,600.00	15,600.00	0.00	0.00	
MILEAGE	5710	8,400.00	2,400.00	2,000.00	4,000.00	
INSURANCE	5950	399.65	399.65	0.00	0.00	
OFFICE SUPPLIES	6110	450.00	225.00	75.00	150.00	
POSTAGE AND SHIPPING	6120	95.00	35.00	20.00	40.00	
PHOTOCOPY	6130	1,325.00	725.00	200.00	400.00	
PRINTING	6140	95.00	20.00	25.00	50.00	
PROGRAM SUPPLIES	6160	900.00	900.00	0.00	0.00	
BOOKS, SUBSCRIPTIONS	6410	100.00	100.00	0.00	0.00	
Total MATERIALS AND SERVICES		136,014.65	55,504.65	43,682.00	36,828.00	136,014.65
OCCUPANCY / INFRASTRUCTURE						
RENT	5910	9,750.00	4,350.00	2,322.00	3,078.00	
UTILITIES	5920	260.00	260.00	0.00	0.00	
CELL PHONE	5935	700.00	350.00	100.00	250.00	
MAINTENANCE, REPAIR, JANITORIAL	5940	190.00	190.00	0.00	0.00	
INDIRECT	6620	21,960.00	13,400.00	3,700.00	4,860.00	
INFRASTRUCTURE	6630	4,600.00	3,000.00	600.00	1,000.00	
Total OCCUPANCY / INFRASTRUCTURE		37,460.00	21,550.00	6,722.00	9,188.00	37,460.00
Total EXPENDITURES		346,484.86	166,385.63	78,018.15	102,081.09	346,484.86

WORKFORCE & EDUCATION

The Workforce & Education department provides education (alternative high school and charter school), training (occupational, vocational, pre-apprenticeship, and basic skills), and employment (career guidance, job search, and job placement) programs and services. In order to tailor services to each participant, a comprehensive skills assessment is offered to all and supportive services are provided as needed to facilitate each participant's success.

The Workforce & Education Mission:

To support lifelong learning to realize the best possible job for those who are unemployed, underemployed, or preparing for employment.

This mission directly supports CSC's mission and priorities. There is no better tool to overcome poverty than education and no better answer to a more stable future than employment.

Three primary goals work together to guide department services, programs, and projects around these missions: 1) To create a solid foundation for employment, 2) To provide enhanced employability through skill development, and 3) To facilitate self-sufficient employment. In general, a solid foundation for employment and enhanced employability supports CSC's focus area for Quality Education and Training. Self-sufficient employment generally supports CSC's focus area for Jobs and Financial Help.

1. Solid Foundation for Employment

Youth programs and adult basic skills training improve work and life skills to lay the foundation for future employment and emphasize achieving a high school diploma or GED to support continuing education or entry into the workforce.

Accomplishments

- Expanded capacity to serve youth by receiving Oregon Watershed Enhancement Board and Oregon State Marine Board funding to support youth crews, partnering with alternative high schools to provide continuum of service for at-risk youth in need of paid work experiences, and raising awareness and funding for the Youth Garden program with the Garden Gnome Run.
- Developed dual credit opportunities partnering with LBCC youth participating in the Youth Garden program to improve college access.
- Provided employment and work experience for over 50 youth in the region.
- Implemented a pilot Adult Basic Education/GED program in the Albany WorkSource Oregon Center.

Goals

- Increasing paid work experience opportunities for youth at local businesses and organizations across the region.
- Expand the crew model at Career Tech to provide hands-on work experience opportunities to more youth and enhance connections to careers.
- Fully implement a new model of adult basic education and GED preparation and explore opportunities to expand to all WorkSource Oregon Centers in the region.

2. Enhanced Employability

Skills training and certificate-earning programs provide opportunities to develop needed skills that facilitate job retention and improved wages for older youth, adults, and dislocated workers. They emphasize the importance of lifelong learning as a key to long-term career success.

Accomplishments

- Integrated YouthBuild into the Weatherization Training Center to increase opportunities for older youth to earn valuable credentials.
- YouthBuild completed a new home in Albany through a new partnership with First Story.
- Explored new healthcare training opportunities with Linn Benton and Oregon Coast community colleges.
- Expanded all youth education programs to fully incorporate the National Implemented a new partnership with Central Linn School District to provide NCRCs to students.

Goals

- Modify and expand outreach for a rolling application period to best capture community college and non-community-college training programs.
- Engage YouthBuild in the Albany One Block at a Time initiative to develop new or expanded skills and credentials in demand by regional employers.
- Expand partnerships and fee-for-service opportunities for the Weatherization Training Center and with the NCRC program particularly into the region's high schools and community college programs.

3. Self-Sufficient Employment

We integrate career guidance, job search, and job placement services for adults and dislocated workers to develop and implement a career path that helps participants realize the best possible job in any given circumstance.

Accomplishments

- Expanded on-the-job training opportunities (OJTs) in areas such as healthcare, software, green building, and manufacturing by providing about 40 hire first training opportunities.
- Expanded the Lincoln County JOBS Supported Work and Work Experience programs to provide TANF recipients more meaningful hands-on opportunities to gain work readiness skills.

Goals

- Implement employer-job seeker networking events intended to facilitate job placement within focused industries including but not limited to healthcare.
- Explore offering employer services.
- Develop the capability among the regional WorkSource Oregon Centers to offer virtual services to businesses and job seekers as well as to better connect and coordinate staff in the Centers.

All of these program achievements and goals demonstrate active and successful programs despite diminishing resources over the past few years. Recently, federal funds have stabilized and state funds have increased – a welcome change to address continuing high demand.

Linn, Benton, Lincoln Workforce Investment Board

CSC provides executive director and administrative services to the LBL WIB and serves as its fiscal agent.

The LBL WIB is a business-led, public-private organization established by the Workforce Investment Act. The LBL WIB works through a wide array of partners to address workforce development issues in our region in order to support a skilled, work-ready workforce that assures the prosperity of local employers and the self-sufficient employment for job-seekers.

In 2013-2014, Governor Kitzhaber issued Executive Order 13-08. The Order outlined expanded roles and responsibilities for local workforce investment boards. Part of the Order also mandated that local boards separate from service provision by June 30 2015. Responding to the Order has and will continue to be a priority through the coming fiscal year.

Accomplishments

- Completed the *Healthcare Workforce Needs Assessment in Linn, Benton, and Lincoln Counties in Oregon* in partnership with Oregon State University.
- Completed and submitted a transition plan to address the Governor's Executive Order 13-08.

- Developed and published a workforce system performance report that is updated quarterly.

Goals

- Implement the transition plan to address the Governor's Executive Order 13-08.
- Launch the Certified Work Ready Communities initiative.
- Develop a Request for Proposal and complete a bid process for the Youth contract.

WORKFORCE & EDUCATION

SUPP #1

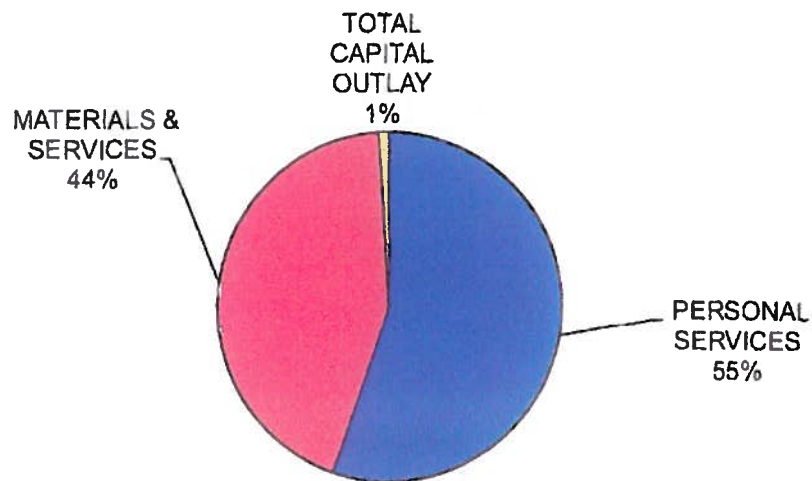
SUMMARY BUDGET	AUDITED	ADOPTED	PROPOSED	DOLLAR CHANGE	% OF CHANGE
	FY 13	FY 14	FY 15		

SOURCE OF REVENUES

FEDERAL FUNDS	2,323,793	2,394,178	2,415,802	21,624	0.90%
STATE FUNDS	123,942	650,376	609,696	-40,680	-6.25%
LOCAL FUNDS	2,778	59,000	92,650	33,650	57.03%
MISCELLANEOUS FUNDS	696,400	270,404	235,300	-35,104	-12.98%
TOTAL FUNDS	3,146,913	3,373,958	3,353,448	-20,510	-0.61%

DEPARTMENT BUDGET BY CATEGORY

FTE	27.41	28.86	28.41	-0.45	-1.56%
TOTAL PERSONAL SERVICES	1,730,504	1,883,178	1,852,642	-30,536	-1.62%
TOTAL MATERIALS/SERVICES	1,330,319	1,458,780	1,468,806	10,026	0.69%
TOTAL CAPITAL OUTLAY	26,948	32,000	32,000	0	0.00%
TOTAL FUND BALANCE	59,142	0	0	0	0.00%
TOTAL EXPENDITURES	3,146,913	3,373,958	3,353,448	-20,510	-0.61%



WORKFORCE & EDUCATION

SUPP #1

SOURCE OF REVENUES	AUDITED FY 13	ADOPTED FY 14	PROPOSED FY 15	DOLLAR CHANGE	% OF CHANGE
WIA Title IB Adult	494,818	597,639	612,938	15,300	2.56%
WIA Title IB Youth	632,757	692,530	699,437	6,907	1.00%
WIA Title IB Dislocated Workers	479,999	564,056	564,904	848	0.15%
WIA Career Readiness	0	10,000	0	-10,000	-100.00%
High Risk Youth	16,731	9,295	9,295	0	0.00%
Incentives	0	3,257	0	-3,257	-100.00%
CSBG	4,559	30,000	0	-30,000	-100.00%
JOBS	167,629	165,000	165,000	0	0.00%
Youthbuild - AMERICORPS	66,555	65,000	65,000	0	0.00%
WIA Local Admin	188,003	0	0	0	0.00%
OJJDP - Youth Mentoring	13,161	0	0	0	0.00%
OYCC	0	129,400	77,000	-52,400	-40.49%
DHS (Independent Living Skills)	126,841	128,001	128,001	0	0.00%
DWT NEG	0	0	94,227	94,227	100.00%
Subtotal	2,191,053	2,394,178	2,415,802	21,624	0.90%
FEDERAL ARRA STIMULUS					
ARRA DOL WX SESP	73,503	0	0	0	0.00%
ARRA OGTC	59,237	0	0	0	0.00%
Subtotal	132,740	0	0	0	0.00%
STATE FUNDS					
LBCC DoE (Implementation)	0	50,000	0	-50,000	-100.00%
Dept of Education (Charter School)	0	483,000	336,600	-146,400	-30.31%
OYCC Foundation	78,074	0	0	0	0.00%
Oregon Historic Cemetery	0	0	4,000	4,000	100.00%
Back to Work Oregon	45,868	47,736	80,736	33,000	69.13%
CWRC	0	29,640	78,360	48,720	264.37%
Local Industry Sector Strategy	0	40,000	110,000	70,000	275.00%
Subtotal	123,942	650,376	609,696	-40,680	-6.25%

WORKFORCE & EDUCATION

SUPP #1

SOURCE OF REVENUES	AUDITED FY 13	ADOPTED FY 14	PROPOSED FY 15	DOLLAR CHANGE	% OF CHANGE
LOCAL FUNDS					
City of Albany Edith Stewart	0	0	30,150	30,150	100.00%
Oregon Community Foundations	0	10,000	10,000	0	0.00%
OWEB	0	25,000	23,500	-1,500	-6.00%
Benton County Foundation	0	10,000	0	-10,000	-100.00%
Community Forest	0	10,000	0	-10,000	-100.00%
Donations - WED YB	2,778	4,000	4,000	0	0.00%
Linn County Summer Youth Emp	0	0	20,000	20,000	100.00%
Benton County - Nat. Resource	0	0	5,000	5,000	100.00%
Subtotal	2,778	59,000	92,650	33,650	57.03%
MISCELLANEOUS FUNDS					
Misc. Grants (Spirit Mt. & Watershec	58,466	35,904	0	-35,904	-100.00%
Wetland Conservancy	0	1,000	7,000	6,000	700.00%
Trust Management	0	10,000	16,500	6,500	65.00%
Fund Balance	0	4,500	0	-4,500	-100.00%
Benton FFS	0	0	5,000	5,000	100.00%
Other Fee For Service	363,820	0	0	0	0.00%
Nature Conservancy	0	1,000	7,000	6,000	700.00%
Mid Coast Watershied Council	0	21,000	12,000	-9,000	-42.86%
Youthbuild - Fee For Service	47,530	2,000	12,000	10,000	600.00%
YB FFS Construction	0	12,000	0	-12,000	-100.00%
WX Training	105,757	0	0	0	0.00%
WX FFS	0	36,000	50,000	14,000	38.89%
Lincoln Donations	0	0	3,800	3,800	100.00%
Yth Development Coalition	0	25,000	0	-25,000	-100.00%
School Fee For Service	116,312	120,000	120,000	0	0.00%
Garden Gnome Run Proceeds	4,515	2,000	2,000	0	0.00%
Subtotal	696,400	270,404	235,300	-35,104	-12.98%
TOTAL FUNDS	3,146,913	3,373,958	3,353,448	-20,510	-0.61%

WORKFORCE & EDUCATION

SUPP #1

DEPARTMENT BUDGET	AUDITED FY 13	ADOPTED FY 14	PROPOSED FY 15	DOLLAR CHANGE	% OF CHANGE
FTE	27.41	28.86	28.41	-0.45	-1.56%
5010 Salaries	1,216,448	1,275,483	1,273,456	-2,027	-0.16%
5020 Client Salaries	12,100	0	14,898	14,898	100.00%
TOTAL SALARIES	1,228,548	1,275,483	1,288,354	12,871	1.01%
5320 PERS	123,256	170,888	128,733	-42,156	-24.67%
5330 Workers' Comp	788	1,978	1,950	-28	-1.41%
5335 SAIF Ins.	13,584	12,116	12,114	-2	-0.01%
5340 Unemployment	16,346	24,234	24,196	-39	-0.16%
5350 Health Insurance	221,328	248,933	247,482	-1,451	-0.58%
5360 Dental Insurance	24,676	28,099	29,011	912	3.25%
5370 Life Insurance	8,723	9,076	8,671	-405	-4.46%
5375 Flexible Spending Costs	264	278	264	-14	-5.04%
5380 Employee Assistance Program	0	707	790	83	11.71%
5382 OSGP Match	14,589	13,812	13,658	-154	-1.11%
5386 Non Taxable Fringe Pgm	340	0	0	0	0.00%
5390 FICA	90,579	97,574	97,419	-155	-0.16%
5395 Vacation Accrued	-12,517	0	0	0	0.00%
TOTAL FRINGE	501,956	607,696	564,288	-43,408	-7.14%
TOTAL PERSONAL SERVICES	1,730,504	1,883,178	1,852,642	-30,536	-1.62%
5510 Audit & Accounting	9,270	8,780	9,228	448	5.10%
5520 Data Services	1,832	5,621	4,014	-1,607	-28.59%
5530 Legal	0	65	65	0	0.00%
5540 Other Purchased Services	66,964	68,677	91,334	22,657	32.99%
5550 Contract Services/Training	10,545	40,000	97,043	57,043	242.61%
5610 Educational Confer/Train	31,087	11,579	14,829	3,250	28.07%
5620 Meetings	2,931	2,628	2,727	99	3.77%
5630 Dues	16,906	15,807	15,626	-181	-1.15%
5710 Mileage	24,438	14,411	14,146	-265	-1.84%
5720 Vehicle Operating Cost	24,199	17,632	7,718	-9,914	-56.23%
5730 Vehicle Insurance	7,551	6,440	9,477	3,037	47.16%
5910 Rent	184,347	203,174	199,168	-4,006	-1.97%
5920 Utilities	28,583	13,812	13,882	70	0.51%
5930 Telephone	1,802	7,228	4,561	-2,667	-36.90%
5935 Cell Phone	4,820	2,770	2,173	-597	-21.55%
5940 Maintenance, Repair, Janitorial	17,242	6,157	3,086	-3,071	-49.88%
5950 General Insurance	13,561	14,352	13,264	-1,088	-7.58%

5970 Space Rent	1,076	0	0	0	0.00%
6110 Office Supplies	20,882	6,085	3,789	-2,296	-37.73%
6120 Postage/Shipping	947	2,403	1,495	-908	-37.79%
6130 Photocopy	9,995	7,525	4,223	-3,302	-43.88%
6140 Printing	903	2,126	1,566	-560	-26.34%
6145 Software	17,480	8,923	6,568	-2,355	-26.39%
6150 Advertising/Recruitment	3,533	3,101	2,400	-701	-22.61%
6160 Program Supplies	121,052	40,475	38,773	-1,702	-4.21%
6210 Contract-Social Service	16,661	0	0	0	0.00%
6250 OJT Reimbursements	55,443	19,000	103,501	84,501	544.74%
6320 Equipment Rental	114	815	300	-515	-63.19%
6330 Equipment Repair	6	2,321	1,786	-535	-23.05%
6340 Expendable Equipment	9,317	2,183	1,097	-1,086	-49.75%
6350 Building Renovations, Remodel	0	225	0	-225	-100.00%
6410 Books/Subscriptions	1,259	1,713	1,242	-471	-27.48%
6470 Miscellaneous (Admin)	1,908	0	0	0	0.00%
6620 Indirect	229,713	285,728	287,059	1,331	0.47%
6630 Infrastructure	111,942	123,795	143,827	20,032	16.18%
6650 Communication Services	10,823	20,735	23,207	2,472	11.92%
6710 Transportation	3,031	17,385	2,885	-14,500	-83.41%
6720 Child Care	0	2,974	474	-2,500	-84.06%
6730 Health Care	1,428	3,150	0	-3,150	-100.00%
6740 Residential Support	125	3,689	1,000	-2,689	-72.89%
6750 Clothing	27	3,000	1,000	-2,000	-66.67%
6760 Emergency	0	450	54	-396	-88.00%
6770 Personal Grooming	0	2,225	400	-1,825	-82.02%
6780 Meals	3,124	5,034	874	-4,160	-82.64%
6790 Tuition & Fees (Skills)	6,589	3,624	2,957	-667	-18.41%
6800 Tuition & Fees (Vocation)	118,031	225,982	177,599	-48,383	-21.41%
6810 Training & Supplies	20,727	74,066	21,664	-52,402	-70.75%
6850 Relocation Costs	0	2,860	1,000	-1,860	-65.03%
6860 Incentive Payments	118,047	122,396	135,725	13,328	10.89%
6870 Miscellaneous	58	0	0	0	0.00%
7000 Building Costs	0	25,654	0	-25,654	-100.00%
TOTAL MATERIALS/SERVICES	1,330,319	1,458,780	1,468,806	10,026	0.69%
6310 TOTAL CAPITAL OUTLAY	26,948	32,000	32,000	0	0.00%
3010 FUND BAL. INCREASE (DECR)	59,142	0	0	0	0.00%
TOTAL EXPENDITURES	3,146,913	3,373,958	3,353,448	-20,510	-0.61%

Exhibit F - 30

- **Organization Chart**

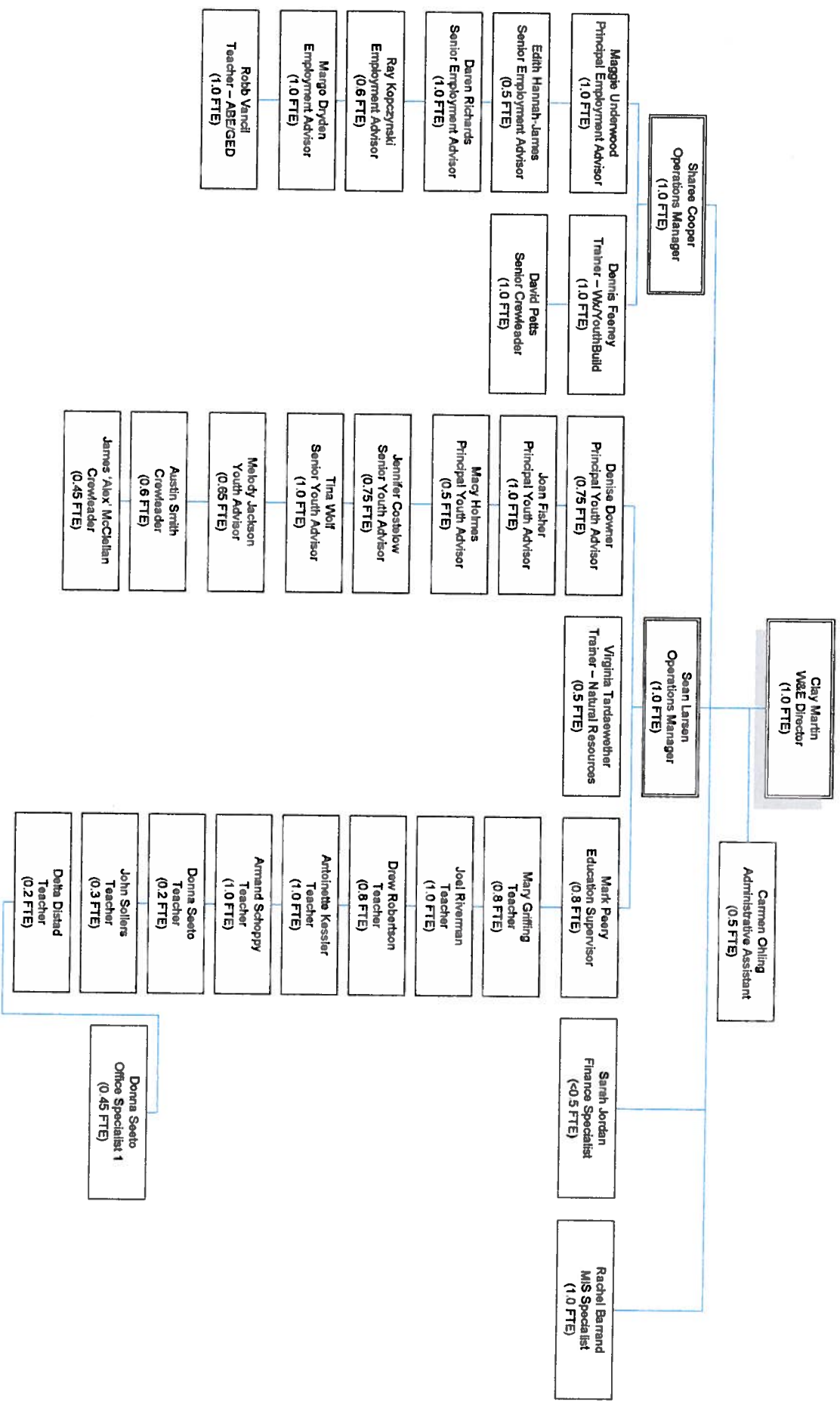


Exhibit F - 31

- **Personnel Policies**



Helping People. Changing Lives.

Ref No: R1.7-72013¹

Personnel Policy Amendment No: R.17-72013 Notice of Policy Amendment

Dear Employee:

CSC has added a Whistleblower policy to the personnel policies. The purpose is to offer employees a safe haven to report violations of local, state or federal laws, rules or regulations.

The amendment affects all CSC employees as of: 7.01.2012.

The amendment modifies Personnel Policy Rule 1. General Statement of Rules to add subsection 1.7, Whistleblower Policy.

Under Section 1.7, Whistleblower Policy: Community Services Consortium does not discriminate against employees who report in good faith alleged violations of local, state or federal laws, rules or regulations.

This change was approved on 6.25.12 by the governing board and on 7.02.12 by the MTM group and reviewed by Susan James, Union President.

If you have any queries regarding this matter do not hesitate to contact me.

Kind Regards,

Stephanie Leffler
HR Director

¹Reference code: Personnel Rule # with subsection # - revision date month 00, year 2000



Helping People. Changing Lives.

9.26.14

To: CSC Governing Board Members

From: Stephanie Leffler, HR Director

Re: Personnel Policy Revisions

I propose revisions to the Personnel Policies and am requesting approval by the Governing Board. Once approved, this policy will be adopted into the CSC Personnel Policies and Procedures Manual effective no later than 12.31.2014.

The revised rules are Rule 1.4, Affirmative Action; Rule 2, Definitions and Rule 4, Administration of Rules.

These changes were approved by the management team and will be submitted to the union.

Reasoning: CSC's Personnel Policies have not been updated since 2003. Several policies require updating to comply with current law and the labor agreement. Annual review and update of CSC Personnel Policies is critical to demonstrate to our staff and program funders that CSC strives to maintain current best practices.

Each department and program has mandated specific requirements and these updates are intended to apply in conjunction with those requirements. In the event of a conflict of policy, the department director will discuss a resolution with the HR Director and final determination of which policy applies will be determined by the Executive Director.

Thank you in advance for your consideration.

Stephanie Leffler
HR Director

Albany Regional Office
250 Broadalbin St. SW,
Suite 2A
Albany, OR 97321
541.928.6335

Corvallis Regional Office
545 SW 2nd St., Suite A
Corvallis, OR 97333
541.752.1010

Lebanon Regional Office
380 Market St.
Lebanon, OR 97355
541.451.1071

Newport Regional Office
120 NW Avery St.
Newport, OR 97365
541.265.8505

Lincoln County Head Start
2130 SW Lee St., P.O. Box G
Lincoln City, OR 97367
541.996.3028

Proposed Updates:

Rule 1.4, Affirmative Action

Change(s): Clarify where staff can locate the plan and broaden language to avoid updating policies as laws change.

Proposed: Rule 1.4, Affirmative Action: It is the policy of the Governing Board that CSC adopt, maintain and administer an affirmative action an affirmative action plan whereby all appointments, transfers, promotions and separations from CSC service follow Title VII of the Civil Rights Act, the Americans with Disabilities Act and other applicable federal, state and local regulations. The CSC Affirmative Action plan is hereby incorporated, and its provisions shall be actively promoted. Detailed information is located on employee boards.

Current: 1.4 Affirmative Action: It is the policy of the Governing Board to adopt, maintain and administer an affirmative action program whereby all appointments, transfers, promotions and separations from CSC service shall be made without regard to sex, race, age, religion, national origin, political affiliation, or physical or mental handicap, except in those cases of business necessity, and shall be based on merit and fitness. The CSC Affirmative Action Plan is hereby incorporated, and its provisions shall be actively promoted.

Rule 2, Definitions

Part-Time

Change(s): Clarify eligibility for a step increase, holiday pay and make reference to the applicable personnel rules rather than restating the rules in this section.

Proposed: Part-time: An employee who occupies a position with an established FTE of less than .5. Part-time employees serve a probationary period in accordance with the probationary period rule. They are eligible for step increases in accordance with the salary administration rule. They are not members of the collective bargaining unit and do not accrue seniority. Part-time employees may be eligible for vacation, holiday and sick pay according to the applicable rules.

Current: Limited part-time employee occupies a position with an established FTE of less than .5. Part-time employees serve a probationary period pro-rated on an hourly basis in accordance with their positions FTE and receive annual step increases; they are not members of the collective bargaining unit and do not accrue seniority, sick leave or personal leave.

Seasonal

Change(s): Clarify definition of a step increase, holiday pay and reference the applicable personnel rules rather than restating the rule(s) in this section.

Proposed: Seasonal: An employee who occupies a position which may occur, terminate, reoccur periodically and regularly, regardless of the duration. Seasonal employees will be eligible for step increases in accordance with the salary administration rule and comply with the probation rule. During their employment, seasonal employees are not members of the collective bargaining unit and do not accrue seniority. Seasonal employees may be eligible for vacation, holiday and sick pay according to the applicable rules.

Seasonal employees can apply for positions in accordance with the Appointments rule under the Job Openings section. If appointed to a regular position in the same department in which the

temporary seasonal position was situated, they may receive credit toward their probationary period.

Current: Seasonal employee occupies a position, which occurs, terminates and reoccurs periodically and regularly regardless of the duration. Full time seasonal employees will complete probationary service after having served a combination of seasonal periods totaling six full calendar months (a minimum of 1040 hours). Regular part-time seasonal employees will have their probationary period pro-rated on an hourly basis in accordance with their position's FTE. During their employment, seasonal employees are not members of the collective bargaining unit and do not accrue seniority, sick leave or personal leave. Seasonal employees can, however, apply for regular status positions open to internal candidates only and, if appointed to a regular position in the same department in which the temporary position was situated, may receive credit toward their probationary period.

Limited Duration

Change(s): Change language to be consistent with labor agreement which broadens latitude for operational issues.

Proposed: Limited duration: An employee who is hired to perform special studies or projects of uncertain or limited duration or for replacement of an employee on an extended leave of absence. Such appointments shall be for a stated period of no less than six calendar months or but not to exceed two years.

Limited duration employees working an FTE of .50 or greater are members of the collective bargaining unit. Limited duration employees working an FTE of .49 or less are not members of the collective bargaining unit and do not accrue seniority. Limited duration employees may be eligible for vacation, holiday and sick pay according to the applicable rules.

Current: Limited duration employee is hired to perform special studies or projects of uncertain or limited duration, or for replacement of an employee on an extended leave of absence. Such appointments shall be for a stated period of no less than six months but not exceeding two years and can expire upon the earlier termination of the special study or projects. Limited duration employees have all the rights of regular status employees except that they are not entitled to union representation or layoff rights.

Should a limited duration appointment be converted to a regular position, the incumbent shall be credited seniority for the full time served in the position.

Limited duration positions may be subject to bumping in times of layoff.

Temporary

Change(s): Broaden the definition of on-call and remove the confusing word, "intermittent" from definition. Clarify that on-call and emergency hires are a sub-category of a temporary employee. These definitions are now located under the temporary definition. The appointment time period was changed from a twelve month period to a fiscal year to be consistent with the labor agreement Article 1, Recognition.

Proposed: Temporary: Temporary positions shall be used for the purpose of meeting short-term workload needs. A temporary appointment or position shall not exceed six calendar months or 1040 hours in a fiscal year. Temporary employees are not members of the collective bargaining unit and do not accrue seniority. Temporary employees may be eligible for vacation, holiday and sick pay according to the applicable rules.

Temporary employees can apply for positions in accordance with the appointments rule. If appointed to a regular position in the same department in which the temporary position was situated, they may receive credit toward their probationary period.

Current: Temporary employees shall be used for the purpose of meeting short-term, emergency workload needs. A temporary appointment or position shall not exceed six calendar months or 1040 hours in a twelve-month period. Temporary employees are not members of the collective bargaining unit and are not eligible to accrue sick or personal leave. Temporary employees can, however, apply for regular status positions open to internal candidates only in accordance with the appointments rule in the job openings section. If appointed to a regular position in the same department in which the temporary position was situated, they may receive credit toward their probationary period.

On-Call

Change(s): Clarify that on-call employees are not eligible for call-in pay and moved as a sub-category under the temporary definition.

Proposed: On-Call (Sub-category of a Temporary employee): An employee who works on an irregular basis depending on fluctuating operational needs. The employee will work only when work is available. Employees in this category will not work more than 1040 hours in a fiscal year. When not working, an on-call employee is not considered to be in lay-off status. On-call employees are not eligible for call-in pay. On-call employees are not members of the collective bargaining unit and do not accrue seniority. On-call employees may be eligible for vacation, holiday and sick pay according to the applicable rules.

Current: Intermittent (On-Call) employee is available on an irregularly fluctuating basis because of the nature of the work. A person appointed to an intermittent position shall be informed in writing at the time of appointment that the position has been designed as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload of the position so justifies without any penalty pay provision for short notices. The unscheduling of a employee appointed to an intermittent position shall not be considered a layoff. Intermittent (On-Call) employees are not eligible to accrue holiday, vacation, sick leave or personal leave. Intermittent (On-Call) employees are not members of the collective bargaining unit. Employees in this category will work less than 1040 hours in a fiscal year.

Emergency Hire (Sub-category of Temporary employee)

Change(s): Added the emergency hire definition to clarify that these employees are a sub-category under the temporary definition and the duration time was clarified to 31 working days to allow for varying days in a month and give operations time to plan for staffing needs.

Proposed: Emergency Hire (Sub-category of Temporary employee)

Temporary positions of a short duration needed to fill an emergency operational need. Emergency hires are not expected to exceed 31 working days, and may be filled without a job announcement posting. Emergency hire employees are not members of the collective bargaining unit and do not accrue seniority. Emergency hire employees may be eligible for vacation, holiday and sick pay according to the applicable rules.

Current: Excerpt from the Appointments rule, job opening section. Temporary positions of a short duration, one (1) month or less, or in emergency situations may be filled without an announcement posting.

Rule 4, Application and Administration of Personnel Rules

Change(s): Clarify that the Board delegates day-to-day authority to the Executive Director and the personnel officer will assist the Board and Executive Director in the administration of personnel rules and changed the title of the Personnel/Contract Officer title to a personnel officer position.

Proposed: Rule 4.3, Administration of Rules: The Governing Board shall be responsible for approval of the Personnel Policies. The Executive Director shall be responsible for the general administration of the Personnel Policies and shall be the final authority of the interpretation, application and meaning.

Current: 4.3, Administration of Rules: The Board shall be responsible for the general administration of the personnel rules and shall be the final authority in their application, interpretation and meaning. The Board may delegate authority to others for the administration of certain provisions of the rules. The Personnel/Contract Officer shall assist the Board in the administration of these rules.



Personnel Policies

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**COMMUNITY SERVICES CONSORTIUM
PERSONNEL POLICIES**

RULE 1.

GENERAL STATEMENT OF RULES

- 1.1 **Purpose of Rules:** The purpose of these rules is to implement and give effect to a Community Services Consortium (CSC) employee personnel policy, pursuant to the following objectives:
1. CSC operations are governed by its approved Charter, and all employee actions must conform to the provisions of this Charter.
 2. To establish for CSC a system of personnel administration based on merit, with systematic and equitable principles governing the appointment, compensation, tenure, promotion, demotion, transfer, layoff, training, evaluation, dismissal, discipline and other incidents of CSC employment.
 3. To promote increased economy, productivity, and efficiency of CSC employees.
 4. To establish and maintain a uniform plan of classification and pay based on the relative duties and responsibilities of employment by CSC.
 5. To develop a program of recruitment, training, advancement and tenure which will contribute to attracting and retaining qualified persons for CSC service.
 6. To provide a method of ensuring CSC management and employees are properly informed as to their respective mutual employment obligations.
 7. To provide that employment by CSC be subject to proper conduct on the job, the satisfactory performance of work, the necessity for the performance of work, and the availability of funds.
- 1.2 **Variances:** The CSC Governing Board, or their designee, has the authority to vary or modify the application of the provisions contained herein in any case in which the application of those provisions is found consistent with their purpose and in the best interest of CSC.
- 1.3 **Application of Rules:** In the event that a labor agreement is negotiated, any section, subsection, sentence, clause or phrase of these rules found to be inconsistent with the expressed terms of a properly negotiated and ratified labor agreement between CSC and a duly certified bargaining representative shall not apply to those employees subject to such provisions of the labor agreement.
- 1.4 **Affirmative Action:** It is the policy of the Governing Board to adopt, maintain and administer an affirmative action program whereby all appointments, transfers, promotions and separations from CSC service shall be made without regard to sex, race, age, religion, national origin, political affiliation, or physical or mental handicap, except in those cases of business necessity, and shall be based on merit and fitness. The CSC Affirmative Action Plan is hereby incorporated, and its provisions shall be actively promoted.
- 1.5 **Exception:** Nothing in these Rules is intended to create or imply a contract of employment.
- 1.6 **Respect Policy:** All people are deserving of the respect of other people. As employees and representatives of CSC, we will strive to show the highest degree of respect to all people with

whom we come in contact. In our words and deeds, we will conduct ourselves with the utmost respect for ourselves, our co-workers and our clients and customers.

RULE 2.

DEFINITIONS

Following are the definitions of terms used in these Rules, unless the context clearly requires otherwise:

Allocation: The assignment of an individual position to an appropriate classification on the basis of the kind, difficulty and responsibility of the work actually performed in the position.

Appointment: All means of selection and employment of CSC employees.

Board: The CSC Governing Board, consisting of the nine Commissioners, three each from Lincoln, Linn and Benton counties.

Class or Classification: A group of positions sufficiently similar in duties, authority and responsibilities for which the same qualifications may be reasonably required, and the same schedule of pay equitably applied to all positions in the group.

Class Description or Specification: A written description of a class containing a title, statement of the duties, authority and responsibilities, representative examples of work, and desired minimum qualifications.

Compensatory Time Off: Time off of work to compensate the employee for overtime worked.

Continuous Service: Service unbroken by separation from CSC, except that time spent by an employee on authorized leaves of absence *with pay* as covered under these rules and regulations. Leaves of absence without pay are covered in Rules 13.1 through 13.5.

Controlled Substance: Controlled substance means a drug or its immediate precursor classified in Schedules I through V of section 202 of the Federal Controlled Substances Act (21 USC 812), unless authorized and prescribed by a medical physician, duly licensed and authorized to practice medicine and prescribe drugs.

Demotion: The transfer of an employee from a position of one class to a position of another class with a lower maximum salary rate.

Employee: Any person employed by CSC who is wholly or partially subject to personnel rules.

Employee Status: Determined by the nature and classification of the position to which the employee is assigned:

Regular full-time employee occupies a position with an established FTE of 1.0 and has completed the probationary period.

Regular part-time employee occupies a position with an established FTE of less than 1.0 to .5 FTE and has completed the probationary period.

Limited part-time employee occupies a position with an established FTE of less than .5. Limited part-time employees serve a probationary period pro-rated on an hourly basis in accordance with

their position=s FTE and receive annual step increases; they are not members of the collective bargaining unit and do not accrue seniority, sick leave or personal leave.

Seasonal employee occupies a position, which occurs, terminates and reoccurs periodically and regularly regardless of the duration. Full time seasonal employees will complete probationary service after having served a combination of seasonal periods totaling six full calendar months (a minimum of 1040 hours). Regular part-time seasonal employees will have their probationary period pro-rated on an hourly basis in accordance with their position=s FTE. During their employment, seasonal employees are not members of the collective bargaining unit and do not accrue seniority, sick leave or personal leave. Seasonal employees can, however, apply for regular status positions open to internal candidates only and, if appointed to a regular position in the same department in which the temporary position was situated, may receive credit toward their probationary period.

Intermittent (On-Call) employee is available on an irregularly fluctuating basis because of the nature of the work. A person appointed to an intermittent position shall be informed in writing at the time of appointment that the position has been designed as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload of the position so justifies without any penalty pay provision for short notices. The unscheduling of a employee appointed to an intermittent position shall not be considered a layoff. Intermittent (On-Call) employees are not eligible to accrue holiday, vacation, sick leave or personal leave. Intermittent (On-Call) employees are not members of the collective bargaining unit. Employees in this category will work less than 1040 hours in a fiscal year.

Limited duration employee is hired to perform special studies or projects of uncertain or limited duration, or for replacement of an employee on an extended leave of absence. Such appointments shall be for a stated period of no less than six months but not exceeding two years and can expire upon the earlier termination of the special study or projects. Limited duration employees have all the rights of regular status employees except that they are not entitled to union representation or layoff rights.

Should a limited duration appointment be converted to a regular position, the incumbent shall be credited seniority for the full time served in the position.

Limited duration positions may be subject to bumping in times of layoff.

Temporary employees shall be used for the purpose of meeting short-term, emergency workload needs. A temporary appointment or position shall not exceed six calendar months or 1040 hours in a twelve-month period. Temporary employees are not members of the collective bargaining unit and are not eligible to accrue sick or personal leave. Temporary employees can, however, apply for regular status positions open to internal candidates only and, if appointed to a regular position in the same department in which the temporary position was situated, may receive credit toward their probationary period.

Executive Board: Three elected County Commissioners, one each from Lincoln, Linn and Benton counties.

Good or Just Cause: A cause reasonably related to the employee's ability to perform required work. The term includes any willful violation of reasonable work rules, regulations or written policies.

Layoff: Separation from service because of a shortage of funds or materials, or other reasons not reflecting discredit on employees, and for reasons outside their control.

Leave of Absence: Time off from work for reasons within the scope and purpose of these rules and regulations upon prior approval of the employee's supervisor, department head, or the Board.

Overtime: Time actually worked in excess of the regularly scheduled 40-hour work week unless exempted by a collective bargaining agreement, or by ORS 279.342 as defined in OAR 839-24-000. Paid time off is not time actually worked.

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or other action affecting the status of employment.

Personnel Officer: An employee of CSC appointed by the Executive Director who has the responsibility for administering the personnel system for all CSC employees according to these rules and state and federal statutes.

Position: A group of specified duties, tasks, and responsibilities assigned or delegated by proper authority to be performed by an employee. A position may be full-time, part-time, temporary, regular, seasonal, on-call, or limited duration.

Probationary Employee: An employee who has not completed his/her probationary period.

Promotion: Generally considered a change in status of an employee from a position in one class to a position in another class with a higher pay range.

Reclassification: A change in assignment of an individual position by raising it to a higher class, reducing it to a lower class, or changing it to another class at the same level on the basis of significant changes in the kind, difficulty or responsibility of the work performed in such a position.

Regular Employee: An employee who has been retained in a regular position either part time or full time after successful completion of a probationary period.

Supervisory Employee: Any employee having authority in the interest of CSC to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in that connection the exercise of such authority is not of a routine nature, but requires the use of independent judgment. However, the exercise of any function of authority outlined in this subsection will not necessarily indicate the individual exercising that function is a supervisor.

Suspension: An enforced unpaid leave of absence for disciplinary reasons or pending investigation of charges made against an employee.

Termination: The permanent cessation of employment with CSC including death, dismissal, resignation or retirement.

Trainee: An employee who has been appointed to a position for a specific period of time to obtain knowledge, abilities, or skills through training. At the completion of the training period, the employee is expected to perform the work of the class.

Transfer: The movement of an employee from one position to another in the same or comparable class within CSC.

Work Week: The regularly scheduled work week shall normally be forty (40) working hours consisting of five (5) consecutive workdays. In some instances a 4 day/10 hour schedule may be approved.

RULE 3.

CLASSIFIED AND UNCLASSIFIED SERVICE

All positions within CSC shall be designated classified or unclassified, as follows:

- 3.1 **Classified Service:** Classified service shall include all positions that are not excluded by subsection 3.2 of this section. Department Program Directors shall serve at the pleasure of the Executive Director.
- 3.2 **Unclassified Service:** Unclassified employees shall serve at the pleasure of the Board and include the position of Executive Director.

RULE 4.

APPLICATION AND ADMINISTRATION OF PERSONNEL RULES

- 4.1 **Classified Service:** Classified service positions are subject to all of the personnel rules.
- 4.2 **Unclassified Service:** Unclassified service positions are subject to all of the personnel rules except Rule 16 (Conduct, Discipline, Appeals) and Rule 18 (Grievance Procedures).
- 4.3 **Administration of Rules:** The Board shall be responsible for the general administration of the personnel rules and shall be the final authority in their application, interpretation and meaning. The Board may delegate authority to others for the administration of certain provisions of the rules. The Personnel/Contract Officer shall assist the Board in the administration of these rules.
- 4.4 **Departmental Personnel Regulations:** Department Program Directors may adopt internal operating procedures, which are not inconsistent with the provisions of these personnel rules, to govern the day-to-day activities and administration of their program departments.

RULE 5.

PERSONNEL FILES AND PUBLIC DISCLOSURE

- 5.1 **Personnel Files Generally:** A personnel file will be maintained by the Personnel Officer for each employee of CSC. The personnel file will represent the official record of an individual's employment with CSC. No disciplinary or corrective information of any kind whatsoever shall be deemed official, or usable against any employee, unless it has been received by the Personnel Officer and included as part of the employee's official personnel file. Program Directors shall promptly forward all personnel documents to the Personnel Officer for inclusion in the employee's file. Program Directors may retain photocopies of certain documents pursuant to rule 5.2, but may not maintain personnel files within their departments.

Every appointment, transfer, promotion, demotion, dismissal, change of salary range, leave of absence and other temporary or permanent change in the status of the employee must be reported to the Personnel Officer in writing on approved forms.

Information in personnel files will be treated as exempt from public disclosure as provided in ORS Chapter 192. Information which cannot be treated as confidential under that law includes: name, job title, salary, and dates of employment. Other information in the files may be subject to public

disclosure by court order or future court decisions. Employees may review their files during regular office hours. At the request of the employee, a copy of materials included in their files will be furnished once without cost, and thereafter the cost shall be borne by the employee. A supervisor may have access to the files of subordinate employees or employees of other departments who are being considered for transfer. The Board shall have access to personnel files.

5.2 **Medical Files:** Only the Personnel Officer may maintain files relating to an employee's medical condition. This file shall be kept separate and apart from the employee's work records. All medical information must be kept confidential, with the following limited exceptions:

1. Supervisors and directors may be told about necessary restrictions on the work or duties of the employee and about necessary accommodations;
2. Government officials investigating ADA (Americans With Disabilities Act) compliance must be given relevant information upon request;
3. Employers may give information to state workers' compensation offices, state second injury funds or workers' compensation insurance carriers in accordance with workers' compensation laws; and
4. Employers may use the information for insurance purposes.

Only the Personnel Officer may disclose medical information about a CSC employee.

5.3 **Files of Convenience:** Files of convenience may only contain nonconfidential information, which includes name, job title, salary and dates of employment. Program Directors who choose to maintain files of convenience within their departments shall forward those files to the Personnel Officer no later than thirty (30) days following the termination or discharge of any employee. The Personnel Officer will then merge the file with the employee's official personnel file, which is maintained in the Personnel department.

RULE 6.

APPOINTMENTS

All appointments shall be made in accordance with these rules and regulations. No question in any test, on any application form, or by any authority shall be framed to attempt to elicit information concerning race, color, ancestry, national origin, sex, marital status, disability, or political or religious affiliation for the purpose of discrimination. Information may be required by the Personnel Officer to collect data relevant to the provisions of the approved affirmative action plan.

It is the policy of CSC to provide its employees the fullest opportunity to be promoted or transferred within all CSC program areas. An interested employee may apply for a CSC position without repercussion from supervisors. At the discretion of the interested employee, inquiry or application for a promotion or a transfer may be kept confidential and does not require prior approval of the employee's current supervisor or Program Director.

6.1 **Applications:** Applications will be accepted when there are open positions. All applications for employment will be made on official CSC application forms and signed by the applicant. Such signature will constitute a certification that all information contained therein is true to the best knowledge of the applicant.

All statements submitted on the employment application or attached resume may be subject to investigation and verification prior to appointment to CSC. False statements made on the

employment application or resume shall subject employees to disciplinary action, up to and including discharge, when such falsification is discovered, or at any reasonable time thereafter.

6.2

Nepotism Prohibited:

1. Nepotism is the exercise of preferential selection practices based upon familial relationship rather than merit.
 2. Family, for the purposes of this policy, consists of the employee's spouse, daughter, son, mother, father, brother, sister or domestic partner.
 3. Appointments, transfers, and promotions to positions with CSC shall be based on merit as determined by a comparison of job-related qualifications. Discrimination in favor of candidates who are related to persons involved in or having an effective influence upon, the selection of those candidates is absolutely prohibited.
 4. No Program Director shall hire, promote, or transfer an individual if such action would:
 - A. Constitute a violation of any law of this State or of the United States, or any rules promulgated pursuant thereto, with which CSC and/or the Program Director is required to comply.
- B. Place the individual in a position of exercising supervisory, appointment or grievance adjustment authority over a member of the individual's family, or of being subject to such authority which a member of the individual's family exercises; or
- C. Cause the employer to disregard a bona fide occupational requirement reasonably necessary to the normal operation of CSC.
5. Nothing in this policy should be construed to prevent the employment of more than one member of a family in different departments provided that employment has been based upon merit principles, and a member of the employee's family does not influence selection by the hiring department and would not be placed in a position of supervising that employee.

6.3

Job Openings: The Personnel Officer is responsible for recruitment for all regular and temporary position openings. Position openings will normally be posted on the Personnel Officer's bulletin board and other designated areas for a minimum of five (5) working days. Temporary positions of a short duration, one (1) month or less, or in emergency situations may be filled without an announcement posting. However, such temporary position openings must be processed through the Personnel Officer before filling. The Personnel Officer will provide for such other publicity as deemed necessary, in cooperation with the Program Director, to attract a sufficient number of qualified applicants.

Recruitment announcements of position openings will state the general duties and compensation of the position, the minimum qualifications required, the dates, place and manner of making application for the position, and any other information which may be pertinent.

Temporary employees are not eligible to apply for limited in-house promotional recruitments.

Applicants for appointment or promotion to positions must possess the minimum qualifications and other requirements for the open position.

Screening techniques by the Personnel Officer and/or the Program Director may be written, oral, physical, in the form of a demonstration of skill, an evaluation of training and experience, or any combination thereof. They may take into consideration education, experience, aptitude, capacity,

knowledge, character, physical fitness, length and quality of service, and other qualifications relevant to the open position.

Selection criteria must be job related and the Program Director may use a combination of screening techniques to determine whether applicants possess the knowledge, skill and other requirements listed, including, but not limited to:

1. Information the applicant supplies on the application form;
2. Performance or physical tests or examinations or any combination of these;
3. Individual or group interviews;
4. Information and evaluation supplied by references, previous employers and educational institutions; and
5. Other approved and appropriate screening techniques as may be deemed necessary.

The Personnel Officer shall establish and/or revise entrance requirements regarding experience, training, physical condition and other factors which relate to the ability of candidates to effectively perform the duties of a position. CSC will, when appropriate, apply the tenets of reasonable accommodation.

Any employee or job applicant (after an offer of employment is made) may be required to successfully pass a physical examination by a competent medical doctor. In cases where a physical examination is required, CSC shall pay the cost of the examination by a physician of CSC's choosing. The Program Director may require additional physical examinations of any applicant or employee when s/he determines that such additional examination(s) are in the interest of the person examined or CSC.

6.4 Disqualification of Applicants: The Personnel Officer or Program Director may reject the application of any person who:

1. Is found to lack the qualifications prescribed for admission as posted in the recruitment announcement.
2. Is physically unfit to effectively perform the duties of the classification.
3. Is found to be unfit for employment with CSC by reason of prior criminal convictions or an unacceptable prior employment history.
4. Has used or attempted to use political pressure or bribery to secure an advantage in appointment.
5. Has made false statements or has practiced or attempted to practice deception or fraud in said applicant's employment application.
6. Has otherwise violated these Rules.

6.5 Criminal Background Checks: A criminal background check will be conducted on all job applicants as part of the final screening process. Applicants are notified on the application materials that a criminal background check will be conducted. Supervisors are responsible for ordering background

checks through the Oregon State Police using the OSP=s forms, and then notifying the Personnel Officer that a report has been ordered. (If findings indicate activity in other states, a more extensive background check may be ordered by the Personnel Officer.) Pending receipt of the report, applicants selected for employment may begin work but may be limited to strictly supervised job duties. Results of all background checks will be sent directly to the Personnel Officer for review. Supervisors will be notified by the Personnel Officer immediately upon receipt of a background information report. If there is a history of criminal convictions, the Personnel Officer will make a recommendation to the Executive Director regarding hiring, retention, or termination. The supervisor may be brought into the discussion if there are questions regarding the seriousness of the findings. Factors used in making a decision will be those issued by the EEOC, in conjunction with agency considerations. If the decision is made to terminate employment or retract a job offer based on the criminal background check, the new or potential employee will be contacted by the Personnel Officer.

Criminal background check results will be filed in the Personnel Office in a file separate from individual personnel files.

6.6 **ADA Coordination:** In compliance with the Americans with Disabilities Act (ADA), the Personnel Officer is appointed to coordinate ADA compliance in all aspects of CSC operation. The name, address and telephone number of the Personnel Officer shall be available to all interested individuals upon request.

6.7 **ADA Compliance:** In the event that employees, without regard to status or length of service, or applicants who are seeking employment with CSC believe they have been discriminated against regarding their disability status, they shall file a written complaint with the Personnel Officer within thirty (30) days of the incident giving rise to the complaint. The Personnel Officer shall provide a procedure ensuring the allegations contained in the complaint will be thoroughly investigated. Claimants are further entitled to seek equitable resolution of their complaints pursuant to the grievance procedure set out in Rule 18.7.

6.8 **ADA Procedures Generally:** The ADA requires reasonable accommodation be made for applicants and/or employees with disabilities. These individuals must request accommodation in writing, and disabilities must be established by a licensed medical practitioner. Transitory disabilities do not qualify for accommodation under the ADA. Requested accommodations may not change or alter the essential functions of any classification.

Requests for accommodation shall be sent or delivered to the Personnel Officer for evaluation, and s/he is thereafter required to make a factual finding as to the validity of the requested accommodation.

The Personnel Officer may consult, investigate, and/or require a second medical opinion in order to gain the necessary information to make a reasoned and factual finding on requests for accommodation.

6.9 **Job Sharing:** Job sharing, which is the sharing of an authorized full time position by two or more employees, may be allowed at the discretion of CSC. All employees shall agree in writing to the conditions of the sharing as determined by CSC. The position may at any time revert to its previous status at the discretion of CSC if one of the persons sharing the position is no longer employed in the position. A job share is deemed official only when approved in writing by the Personnel Officer. No job share shall be approved if there is increased direct or indirect cost to CSC.

RULE 7.

PROBATIONARY PERIOD

7.1 **Purpose:** The probationary period provides the Program Director or manager the opportunity to observe employees= work, to train and aid them in the adjustment to their positions, and to reject

those employees whose work performance fails to meet the required work standards. Such rejection is at the sole discretion of the Program Director and shall not be grounds for redress under the provisions of the grievance procedure, or any other recourse which might otherwise be available to employees.

7.2 **Duration:** Employees appointed or promoted to a regular position shall serve a probationary period of not less than 520 hours (three months) and not more than 2080 hours (one year) for full time employees. Part time employees shall have their probationary period prorated in accordance with their position's established FTE.

7.3 **Reduction of Probationary Period:** Reduction of the standard probationary period may be permitted in cases where there is outstanding performance and prior related experience. The Executive Director intends that requests under this provision be made only in extraordinary situations where clearly warranted under the following criteria. This section is not intended to be used as a general reward for good performance. If at any time the Board determines that this section is being abused, it may discontinue this option.

A Program Director may request the Executive Director to reduce the probation period of any employee pursuant to the following criteria:

1. The employee must be a non-represented employee (in the case of represented employees, the appropriate collective bargaining agreement controls); and
2. During probation, the employee must have demonstrated document able superior performance to that which would normally be expected of the average employee qualified for the position; and
3. The employee must have had at least five years= previous experience in a substantially similar or identical position or positions in a unit of government comparable to CSC; or, the employee must have had at least three years of experience within the last five years, working for CSC in an identical or substantially similar position or positions, and must be able to document superior performance while in that position; and
4. After reviewing the above criteria, the Program Director must be able to make a finding that requiring the employee to serve a probationary period beyond the requested reduction will serve no useful purpose.

7.4 **Procedure for Requesting Reduction:** The Program Director shall submit the request to the Personnel Officer, who shall conduct an independent review of the request and then forward the request to the Executive Director with a recommendation. If the request does not meet the threshold criteria on its face, the Personnel Officer shall return the request to the Program Director with an explanation.

7.5 **Transfers:** A probationary employee who is transferred to another position in the same classification, or a different classification at the same salary level, may begin a new probationary period in the new position.

7.6 **Evaluation of Performance:** Prior to the completion of the probationary period, employees will be evaluated by their supervisor.

7.7 **Dismissal:** At any time during a new appointment probationary period, a Program Director may remove an employee from CSC employment without prior approval.

7.8 **Promotional Probation:** During a promotional probationary period, promoted employees may be dismissed or demoted to the classification held immediately prior to the promotion if performance

does not meet the required work standards of the classification to which they were promoted. If the position is available, the approval of a demotion back to the previously held classification will be at the discretion of the Program Director for that department. The Program Director shall report the dismissal or demotion to the Personnel Officer in writing, and include the reasons for such dismissal or demotion.

RULE 8.

HOURS OF WORK, OVERTIME, AND PAY DAY

- 8.1 **Hours of Work:** The normal hours of work for CSC employees shall be from 8:00 a.m. to 5:00 p.m. on every judicial day. The Program Director may also establish the working hours of employees to fit the program's particular operating requirements consistent with CSC policy.

Nothing in this rule shall be construed as a guarantee of hours of work per day or per week.

Flexible work schedules may be established by the Program Director in accordance with adopted policies, procedures and/or collective bargaining agreements, to fit particular operating requirements for certain programs. A copy of approved flex schedules must be sent to the Personnel Officer.

- 8.2 **Attendance:** Employees shall be in attendance at their work stations in accordance with the rules regarding hours of work, holidays, and leaves of absence. Employees shall not be absent from work for any reason other than those specified in these rules and regulations without making prior arrangements with their supervisor. Unless such prior arrangements are made, employees who for any reason fail to report to work are required to immediately notify their supervisor of the reason for being absent. If the absence continues beyond one day, employees must notify their supervisor on a daily basis unless other arrangements have been made with the supervisor.

Any unauthorized absence of an employee from work will be an absence without pay and may be cause for disciplinary action.

- 8.3 **Lunch and Rest Periods:** Lunch and rest periods are designated as follows:

1. All employees shall be granted a non-paid lunch period of up to one hour during each full work shift. Whenever possible, such meal periods shall be scheduled in the middle of a shift. Lunch periods shall be scheduled so that departments with three or more employees shall be staffed at all times during business hours unless an exception is granted by the Executive Director.
2. A rest period of 15 minutes shall be permitted for all employees for each full half shift. Rest periods shall be scheduled so that the departments are staffed at all times. The inability of an employee to observe a rest period or periods shall not be a basis for overtime compensation.

- 8.4 **Unused Rest and Meal Time:** Rest and meal time not utilized may not accumulate for later use.

- 8.5 **Overtime:** Program Directors and supervisors shall assign to each employee regular work duties and responsibilities which can normally be accomplished within the established workday and work week. CSC discourages overtime work.

All overtime work must be authorized by the supervisor or Program Director before being performed.

The rate of compensatory time off shall be one and one half hours off for every hour of overtime

worked. The rate of cash compensation shall be one and one half times the employee's regular rate of pay.

Overtime work shall be compensated in either time off or pay at CSC's discretion for all hours worked in excess of 40 hours per week.

However, per ORS 279.342 and as defined in OAR 839-24-000, administrative or professional non-represented positions shall be compensated in either time off or pay for all hours worked in excess of the 40 hour work week, at CSC's discretion. A list of such positions shall be maintained by the Personnel Officer.

Positions eligible for exempt leave benefits shall not receive any form of overtime compensation.

Employees may accumulate a maximum of 40 total hours of compensatory time. This maximum is the total allowed after computation at time and one half.

When an employee is transferred to or appointed to another department, accumulated overtime/compensatory time shall be assumed by the new department.

8.6 **Pay Periods:** Pay day for all employees shall be on the 15th or on the last business day closest to the 15th and on the last scheduled business day of each month. The pay system is a semi-monthly system.

8.7 **Time Sheets:** Each employee must complete and submit an employee time sheet for all hours worked and/or paid leave taken during every pay period. This time sheet must be signed by the employee and shall serve as the official record for payment and accrual of hours. Program Directors or their designees must sign and certify the total hours of payment due/accrued/taken.

Written certification by the Program Director accompanying any payroll will constitute official notice that services for which payment is to be made have been performed and that funds are available and allocated for that purpose.

RULE 9.

HOLIDAYS

9.1 **Paid Holidays:** All employees shall receive one day of pay for each of the holidays granted by CSC. Full time employees shall receive regular compensation; part time employees shall be compensated on a prorated basis based on the position's established FTE.

Holidays granted:

New Year's Day	January 1
MLK Birthday	3rd Monday in January
Presidents= Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans= Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Any other day declared by the Governing Board.

New employees with hire dates between October 1 and March 31 receive one floating holiday in the current fiscal year. New employees with hire dates on or after April 1 do not receive any floating holidays in the first fiscal year of employment.

Floating holiday(s) may be taken during an employee's probationary period when approved by an appropriate supervisor.

Unused floating holiday hours do not carry over into the next fiscal year nor are they paid at termination.

- 9.2 **Holiday Work:** If an employee is required to work on any of the holidays listed above, the employee shall be paid prorated compensatory time off at CSC's discretion at two (2) times the employee's regular rate of pay. Compensatory time earned may be used on a date within the same workweek, mutually agreed upon by the employee and the appropriate supervisor. This section shall apply when the employee is required to work on the day designated as the holiday as defined in 9.1.
- 9.3 **Holiday During Leave:** Holidays which occur during vacation or sick leave shall not be charged against such leave.
- 9.4 **Eligibility for Holiday Pay:** To be eligible for holiday pay, the employee must work the last business day before and the first business day after a holiday or be on an authorized leave with pay.
- 9.5 **Weekend Holiday:** When a holiday falls on a Saturday or Sunday it will be observed on the scheduled work day nearest the holiday within that workweek.

RULE 10.

VACATION LEAVE

- 10.1 **Vacation Accrual:** All regular full time employees shall accrue vacation time in the following manner:

1st through 4th year	8.0 hours per month
5th through 9th year	10.0 hours per month
10th through 14th year	12.0 hours per month
15th through 19th year	14.0 hours per month
20 years and over	16.0 hours per month

All regular part time employees shall accrue vacation on a prorated basis directly related to their position's established FTE. Probationary employees shall not accrue vacation time; however, full time employees shall be granted 48 hours of vacation leave after successful completion of the probationary period and part time employees shall be granted vacation time on a prorated basis based on their position's established FTE after successful completion of the probationary period.

Employees may not receive more paid vacation leave than they have accrued, or will accrue during the current fiscal year. An employee with a negative vacation balance (more claimed than earned) at the end of the fiscal year must reimburse CSC for the overpayment. Responsibility rests with each employee to track his/her leave accruals and usage.

- 10.2 **Scheduling Vacations:** Staffing schedules shall be established by Program Directors to provide vacation leave for employees at regular annual periods, and employees shall take vacation leave at the time scheduled. Such schedules may be amended by the Program Director to meet work emergencies or to grant requests of individual employees. In establishing regular schedules, a Program Director shall give due consideration to the desires of individual employees within limits of

work requirements of CSC and the department.

- 10.3 **Accumulation:** Effective July 1, 1999, employees will be allowed to keep the vacation accrual in their vacation leave banks as of June 30, 1999, for the remainder of their career at CSC, unless they choose to use it in any following fiscal year. Effective July, 1999, and each fiscal year thereafter, on July 1, employees will be credited with their full fiscal year=s accrual of vacation, including any increases in accrual that may occur during that fiscal year.

Employees must 50% of their vacation accrued during each fiscal year (except the unused accrual as of June 30, 1999), by June 30 of that same fiscal year, and any vacation carried over from the previous fiscal year or those vacation hours will be forfeited, except under the following conditions:

1. If a new employee=s probationary period ends after April 1 of any fiscal year, the employee may carry over vacation hours accrued during probation into the following fiscal year; however, these hours must be used prior to July 1 of the next fiscal year or be forfeited.
2. If an employee has prescheduled vacation during May or June of any fiscal year and the vacation is cancelled at management=s request, those vacation hours will be carried over into the next fiscal year, however, the carryover hours must be used prior to July 1 of the next fiscal year or be forfeited.

Responsibility rests with each employee to track his/her leave accruals and usage.

If employees terminate employment with CSC prior to June 30, and have used more vacation than the amount of hours they would have earned during that fiscal year as of the date of termination (as outlined in Section 10.1, Accrual) they shall reimburse CSC for vacation used in excess of their monthly accrual rate. The amount to be reimbursed will be deducted from their final paycheck. If the reimbursement exceeds the amount of final pay, the employee will pay CSC the amount not covered by the final paycheck.

Further, in the event an employee voluntarily or involuntarily has their FTE reduced, their vacation time will accrue on a prorated basis based on the position=s FTE. If the employee has used more vacation than the amount of hours they would have earned, they shall reimburse CSC for vacation used in excess of their monthly accrual rate. To avoid creating a financial hardship for the employee, CSC will make every effort to work out a compatible reimbursement plan.

- 10.4 **Termination or Death:** Upon termination or death of an employee, all accumulated vacation shall be paid either to the employee, the employee's designated beneficiary (as designated on CSC's life insurance policy), or the employee's estate, whichever is applicable.
- 10.5 **Continued Vacation Credit:** An employee shall continue to earn vacation credit for a period not to exceed six (6) months following an absence caused by an on-the-job injury.

RULE 11.

PAID SICK LEAVE

- 11.1 **Accumulation:** All full time regular employees shall accrue sick leave at the rate of eight (8) hours per month. No employee may utilize sick leave before actually accruing such leave. Maximum sick leave accrual is limited to 960 hours.
- 11.2 **Part Time Employees:** Regular part time employees will accrue sick leave on a prorated basis, based on their position's established FTE.

11.3 **Temporary Employees:** Temporary employees shall not accrue nor be eligible for paid sick leave.

11.4 **Utilization:** Employees may use their allowance of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the other employees or the public would be endangered by the employee's attendance, or by serious illness of an immediate family member. Immediate family is defined as spouse, parent or minor child. In relationships other than those set forth above, and under exceptional circumstances, such leave may be granted by the Program Director. A pregnant employee may use paid sick leave for any pre-delivery periods in which her physician certifies she is disabled or ill. Such leave may not be utilized for disabilities resulting from employment other than with CSC. Absence to attend to an ill family member shall be limited to the time the employee's presence is actually required. Employees have the obligation to make other arrangements within a reasonable period of time for the care of immediate family members. A physician's statement regarding the nature of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the Program Director for absences over two days. Employees may not use more paid sick leave than they have accrued.

11.5 **Transfer, Retirement, Disability, or Death:** When an employee is transferred, or appointed, to another department or office, sick leave credit shall remain in effect. Upon retirement, all employees eligible for retirement benefits under the Oregon Public Employees Retirement System shall receive payment of one half (2) of the accumulated sick leave in cash, and the other one half (2) of the accumulated sick leave shall be used to calculate their final salary for retirement benefits under the Public Employees Retirement System in accordance with the provisions of ORS 237.153. In case of an employee's death, or permanent disability as determined by PERS, the employee or the employee's designated beneficiary shall receive full payment for all accrued sick leave, vacation leave, and compensatory time.

11.6 **Sick Leave Without Pay:** Sick leave without pay may be granted by the Program Director subject to final authorization by the Executive Director for the remaining period of disability after earned sick leave and other paid leave accruals are exhausted. A Program Director may require a certificate from the attending physician or practitioner periodically during the period of disability of any employee on sick leave without pay. Sick leave shall not accrue during any leave of absence without pay. No leave may extend beyond six months, inclusive of paid and unpaid periods.

11.7 **Coordination With Workers= Compensation:** Any employee involved in an on-the-job accident which results in a compensable injury shall have the option to coordinate payment of accrued sick leave with SAIF benefits, for a period not to exceed six (6) months, and in a maximum not to exceed what would otherwise equal the employee's approved CSC salary. (SAIF benefits + coordinated sick leave = approved CSC salary.)

At the end of the six (6) month coordination period, if any accrued sick leave remains, it shall be suspended and held in reserve for reinstatement only if and when the employee returns to work as permitted in Rule 11.9.

Sick leave accrues no cash value except as allowed in Rule 11.5 and Rule 11.7. Sick leave is a benefit provided by CSC to be utilized for periods of illness or injury, but in no case may sick leave be used for a period exceeding six (6) months.

11.8 **Early Return to Work Procedures:** If forms and related information are not processed in a timely manner, CSC's workers' compensation carrier (SAIF) may delay or deny temporary disability payments.

In order to assist employees who have sustained a compensable injury or illness to return to work as soon as their medical restrictions allow, all employees shall fully comply with the following procedures:

1. If you sustain a work-related injury or illness, report it to your Program Director immediately.
2. If your injury or illness requires you to consult a physician, you must complete an 801 form and a Return to Work Status form. Take these forms to your physician and request him or her to complete both of them on your first visit. Return these completed forms to the Personnel Officer at the beginning of your next working shift, or as soon as possible thereafter. Departments will have a supply of 801 and Return to Work Status forms, or they may be requested from the Finance Department.
3. Inform your physician that CSC has an early return to work program which will accommodate your medical restrictions and offer you a light duty work assignment.
4. If the attending physician releases you for either regular or light duty work, you must report to your regular work site on the next regularly scheduled shift.
5. If you are not released for either regular or light duty work, you must report at least weekly in person to your Program Director, or if your medical condition warrants, the Personnel Officer may authorize reporting by telephone.
6. Light duty or modified work assignments are always temporary and will accommodate medical restrictions. These assignments may be located in any CSC department, and all such work assignments will be described in writing.
7. If your physician alters your medical restrictions, CSC will alter your light duty or modified work assignment pursuant to your physician's written instructions.
8. The early return to work program will end when you are released to return to your regular job duties, or when the physician declares you medically stable.

11.11.9 **Re-employment:** An employee who is re-employed following a lay off or an expiration of leave without pay shall have unused sick leave credits accrued during the previous employment restored.

11.10 **Unused Sick Leave Conversion:** Upon completion of each fiscal year, each employee may convert unused sick leave into vacation leave at the rate of two (2) hours of sick leave for one (1) hour of vacation, provided:

1. Each employee must maintain a block of sick leave of at least 48 hours, to be used for sick leave.
2. Only sick leave earned in the immediate prior fiscal year, less sick leave used in the immediate prior fiscal year, may be converted.
3. Sick leave may not be used if such use would cause a negative balance.
4. All conversions must be accomplished during July 1 through July 31 of each fiscal year, or at termination.

11.11 **Sick Leave Donation Policy:** CSC may, at its discretion, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated sick leave to a CSC co-worker who has exhausted his/her accrued sick leave, floating holidays, comp or exempt time, and accrued vacation while recuperating from, or involved in, what the Sick Leave Donation Committee has determined to be an extended and continuing illness or injury of a catastrophic nature.

Employees are not required to exhaust vacation that is available for the fiscal year but has not yet accrued, nor are employees who have banked vacation (employed in 1999 or earlier) required to use

their banked vacation prior to requesting sick leave donations.

The Sick Leave Donation Committee shall consist of the CSC Executive Director, the Personnel Officer and the President and Vice President of the Union. Requests may be made by any employee, management or represented, and shall be made in writing to any member of the Committee. If such a request is approved by the Sick Leave Donation Committee, the Committee shall issue a joint statement directing Finance to begin the program.

The transfer of accumulated sick leave and the utilization of such leave shall be subject to the following:

1. An employee on workers' compensation or parental leave may not participate in this program either as a donor or a donee.
2. All leave donated shall be posted to the donee's sick leave account. Any leave which has been donated and remains unused is not recoverable by the donor and shall remain in the donee's health leave account.
3. All accumulated sick leave hours must be donated and transferred in blocks of two hours or more. All hours of leave donated from co-workers and/or management will be transferred hour for hour to the donee's account at his or her hourly rate.
4. Any other requirements or conditions may from time to time be determined or set forth by CSC on a case-by-case basis.
5. This agreement will be in effect until canceled in writing either by CSC or by the Union.

RULE 12.

EDUCATIONAL LEAVE

- 12.1 **Formal Education Procedure:** Program Directors may approve a formal educational course(s) (provided by a college or certified school as distinguished from a training seminar), when such course(s) will directly benefit CSC, and when total cost is \$300.00 or less. All other educational courses must be pre-approved by the Executive Director and the Board.
- 12.2 **Employee Educational Agreement:** In all instances where a formal educational course(s) is approved, employees must, prior to enrolling, sign an agreement containing the following terms and conditions:
1. Employees agree to remain employed with CSC for a minimum period of one year dating from the completion of the course(s).
 2. Employees agree that if they fail to continue in CSC employment for the minimum period as outlined in (1) above, they will repay CSC the cost of the educational course(s) on a pro-rated basis, directly related to the employment period not completed.
 3. Employees agree that any repayment required by (2) above shall be deducted from their final payroll check.
 4. This rule may be utilized by LOC employees to maintain teacher certification required by the State of Oregon. In this case, authorized payments may extend to six quarter hours at a cost not to exceed \$600.00. Teachers utilizing this rule must present proof of satisfactory course completion when requesting reimbursement of costs.

RULE 13.

OTHER LEAVES

- 13.1 **Leave Procedure:** Employees may request leaves of absence for the purposes specified in this rule. Each request shall be judged on its merits and on the basis of the guidelines provided in this section. No leave of absence, with or without pay, shall be granted unless a request is submitted in writing by the employee to the Program Director and/or the Executive Director, as required by these rules. Approval of leave shall be obtained prior to the beginning of all leave periods.
- 13.2 **Leave Without Pay:** The Program Director may, for any reasonable purpose, grant a leave of absence without pay for a period not to exceed 90 calendar days. Leaves of absence without pay for periods in excess of 90 calendar days may be approved at the discretion of the Executive Director. The employee must exhaust all vacation and comp leave prior to being placed on leave without pay status.
- 13.3 **Anniversary and Probation Dates While on Leave Without Pay:** Probationary employees on a leave of absence without pay for a period of 15 calendar days or more will have their off probation date adjusted forward in direct proportion to the length of the leave. A leave of absence without pay shall be effective only after the employee has exhausted all accumulated vacation and comp time leave.
- Regular employees on a leave of absence without pay for a period of 30 calendar days or more will have their anniversary date adjusted forward in direct proportion to the length of the leave period.
- 13.4 **Sick and Vacation Accruals While on Leave Without Pay:** Any employee on leave without pay which exceeds fifteen (15) consecutive calendar days shall not accrue vacation and sick leave while on such leave.
- 13.5 **Benefits While on Leave Without Pay:** According to Employee Benefit Policy agreements, benefits may be extended for a period of up to three (3) months to regular employees who are on approved unpaid leaves of absence. In order to meet the intent of this requirement the following rules shall apply:
1. Benefits shall continue to be paid by CSC for any employee on an approved unpaid leave of absence for the month in which the leave began, provided the employee was considered to be in a regular employment status on the first calendar day of the month in which the leave began.
 2. Benefits will continue to be paid during the second and third months of approved unpaid leave. The employee must continue paying the employee=s portion of the premium.
 3. Benefits will continue to be paid provided the employee returns to work on a regular basis by the 10th day of the fourth month, and thereafter continues to work for the balance of that month.
 4. Upon cessation of payment of benefits by CSC, employees will be allowed to pick up and pay the full premiums for medical, dental and vision insurance at the current premium level provided they comply with the procedures established by CSC administration for payment of premiums. If they fail to meet the premium dates as established by CSC and the benefits carriers, all coverage for those employees shall be discontinued without right of reinstatement until they return to work in a regular and normal capacity. At that time, they will be enrolled as though they were new employees with coverage commencing the first of the following month.
 5. CSC will immediately pick up and pay benefit premiums on the first of the month following the month an employee returns to work, provided there has been no lapse in premium or other occurrence which causes the benefit carriers to establish a mandatory waiting period.

6. Under no circumstances may an employee be authorized to continue benefits under these provisions beyond the three (3) months authorized by the respective benefit policy agreements. Computation of the three (3) month period shall commence when the employee goes on an unpaid leave.
 7. It shall be understood by all parties concerned, that should insurance coverage lapse for any reason, employees, upon returning to work, will be subject to all the terms and conditions of the insurance contract just as though they were new employees. This includes such areas as "pre-existing conditions" which require a six month waiting period before certain types of coverage commence. Refer to individual benefits manuals for specific details.
- 13.6 **Voting:** Employees shall be granted up to one hour paid leave for the sole purpose of voting on any election day, if their work would prevent them from voting, and when approved by the Program Director.
- 13.7 **Witness or Jury Duty Fees:** When an employee is called for jury duty or is subpoenaed as a witness, the employee shall transfer fees received for the performance of such duty to CSC. Such fees, when returned, are to be submitted to the administration/finance section for deposit to the credit of CSC. Overnight or weekend expenses provided because of this subpoena, as well as private vehicle mileage expenses, may be retained by the employee.
- 13.8 **Military:** An employee of CSC who is a member of the National Guard or a reserve component of the Armed Forces for the United States shall be entitled to a leave of absence with pay and without impairment of other rights or benefits for a period not to exceed fifteen (15) consecutive calendar days per year. Leaves in excess of fifteen (15) consecutive calendar days per year shall be considered leave without pay. Military leaves of absence and reinstatement of employment shall conform to applicable state statutes.
- 13.9 **Failure to Return from Leave:** Any employee who has been granted a leave of absence, and for any reason fails to return to work at the expiration of the leave, shall be considered as having resigned, and the position shall then be declared vacated, unless the employee, prior to the expiration of such leave of absence, furnishes acceptable evidence of inability to return to work by reason of sickness, physical disability, or other factors beyond the control of the employee.
- 13.10 **Maximum Leave Duration; Termination/Discharge:** Employees who are on leave of any sort, paid, unpaid, sick, vacation, compensable, etc., shall be terminated/discharged for cause unless they return to work at the end of the approved leave period. In all cases, the leave may extend for a period no longer than six (6) months. In all cases, employees will be afforded a due process hearing prior to termination/discharge. Consistent with appropriate statutes and/or Oregon Administrative Rules, employees on an approved SAIF compensable leave will be reinstated to any suitable and available position when their conditions stabilize and they are released by a physician. Employees must make reasonable demand for reinstatement to their Program Directors (or designees) within two (2) days of the physician's release.
- 13.11 **Exempt Leave:** The Executive Director, Program Directors, and designated middle managers, who are otherwise eligible to be exempted from overtime pursuant to ORS 279.340, 279.342 and the Fair Labor Standards Act may receive exempt leave and no other form of compensation for overtime work and shall be subject to these guidelines regarding exempt leave:
1. Eligible positions will be limited to those identified and approved by the Executive Director. It is intended that employees eligible for exempt leave are declared exempt by the provisions of the FLSA.
 2. Exempt positions as approved above will be granted eighty (80) hours per fiscal year of exempt leave.

3. No carryover of unused hours to the next fiscal year will be allowed, and no cash payment upon termination is allowed.
4. Exempt positions receiving the exempt leave benefit will not be compensated for overtime work either in cash payment or compensatory time off, and may not otherwise flex hours.
5. Exempt leave may be utilized in increments of one full hour at a time.
6. Exempt leave is intended to be used on an occasional basis and not as a regularly scheduled absence.
7. Employees receiving this benefit must submit written notice to the Executive Director or their Program Directors indicating they will be utilizing exempt leave. All leave records shall be maintained on official time sheets.
8. There will be no restrictions on the use of exempt leave unless stated in these guidelines. Employees are expected to use good judgment when exercising this benefit.
9. No employee will be allowed to use more than the maximum hours provided in this policy statement.
10. There will be no payment of unused exempt leave hours upon an employee's termination or retirement.
11. Exempt leave shall be limited to non-represented employees.
12. Employees who work less than full time shall be eligible for exempt leave on a pro-rated basis.
13. When employees first become eligible for exempt leave through promotion etc., they must first utilize all previously earned compensatory time before receiving any exempt leave benefits.

13.12

Parental Leave: Parental Leave will be granted upon written request to the Program Director for a period not to exceed 180 days (approximately 24 weeks), inclusive of all paid leave accruals. No leave may exceed a maximum of six (6) months. The employee must first utilize all paid leave accruals, and the balance of the leave will be granted as leave without pay. An employee may use paid sick leave for any pre-delivery periods in which her physician certifies that she is disabled or ill. Post delivery, the employee may use all of her or his paid leave accruals, including sick leave, until leave is exhausted. Continuation and/or pro-ration of benefits will be subject to pre-payment of applicable premiums by the employee during all periods of leave without pay. At the end of parental leave, employees will resume their prior positions.

13.13

Family and Medical Leave Act: Eligible employees may request up to twelve (12) weeks (480 hours) of leave during any calendar year for the purpose of caring for a child following birth, adoption or foster care; for a spouse, daughter, son or parent who has a serious health condition; or for a serious condition which renders employees unable to perform their jobs. Employees may choose to utilize this leave on an incremental (hourly) or full time basis, and may further choose to coordinate this leave with an approved workers' compensation claim.

Requests for this leave shall be made in writing to the employee's Program Director.

The employee shall be required to utilize accrued leave balances, including vacation leave, sick leave, compensatory leave and exempt leave before utilizing unpaid leave.

For the duration of leave under this Act, the employee's health, dental, life and disability insurance coverage shall continue provided the employee continues to pay any co-payment of premiums which existed prior to the commencement of this leave.

- 13.14 **Compassionate Leave:** In addition to regular sick leave a regular or probationary employee shall be granted not more than three (3) days leave of absence with pay per year in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. In the event of a family death occurring more than two hundred (200) miles from the employee's home, the employee will be granted an additional two (2) days paid leave of absence. This leave shall not be charged to any other form of leave.

An employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepmother, stepfather, son-in-law, daughter-in-law, or other member of the household. In relationships other than those set forth above, and under exceptional circumstances, such leave of absence may be granted with Executive Director approval. In the event of more than one compassionate incident occurring in the same fiscal year, the Program Director may grant additional paid compassionate leave.

- 13.15 **Leave Because of Adverse Weather Conditions:** In the event of adverse weather conditions which may jeopardize an employee's ability to travel to or from work, the employee may request paid leave. The employee may use any leave accruals to cover this leave. If the employee has no leave accruals, this leave shall be without pay. As a general rule, if a county government closes, the CSC office in that county will also close. However, if a county government remains open, employees of the CSC office in that county will be expected to report to work unless it would be hazardous to do so. Employees may call the CSC weather line at 758-2797 for information.

- 13.16 **Leave Because of Emergency or Disaster:** In the event of an emergency, or a disaster which destroys or renders a CSC-occupied building unsafe, some or all employees may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use authorized leave accruals, including sick leave, until they are exhausted or until the employee is called back to work. If the employee has no leave accruals, all time off, excluding the day of the incident, shall be without pay.

- 13.17 **Administrative Leave:** At the discretion of the Executive Director, an employee may be placed on administrative leave with pay. This form of leave is used following receipt of allegations which document wrongdoing, and it continues during the period of an investigation which is conducted to determine the truth or untruth of the allegations. Administrative leave is not disciplinary in nature.

RULE 14.

HEALTH AND WELFARE BENEFITS

- 14.1 **Eligibility:** New employees hired into regular positions are eligible for benefit coverage commencing the first day of the month following hire (unless they actually begin working on the first day of the month, in which case, they are eligible for immediate coverage).

Regular part time employees shall have CSC's share of health and welfare costs prorated in direct proportion to their established FTE. Coverage is not available at reduced levels. Temporary employees are not eligible for benefit coverage.

- 14.2 **Medical, Dental And Vision Benefits:** CSC offers medical, dental and vision insurance coverage for employees and their families. Premiums are shared by CSC and the employee. The highest cost insurance option, Blue Cross Blue Shield of Oregon, will be considered the base plan. CSC will pay eighty-five (85%) of the cost of the highest cost insurance option, with the employee paying fifteen

percent (15%) through payroll deduction. CSC and all eligible employees share the annual cost of increased medical, dental and vision insurance premiums through payroll deductions.

14.3 **Life Insurance:** CSC provides term life insurance coverage in the amount equivalent to one year's salary (up to \$50,000) per employee, with an Accidental Death & Dismemberment rider in the amount of one year's salary (up to \$50,000).

14.4 **Short Term And Long Term Disability Insurance:** CSC provides short and long term disability insurance for all regular employees. Terms of this coverage are in accordance with terms approved by the Board and the provisions of the policy.

14.5 **Medical Continuation Plan:** An employee whose medical coverage would normally end upon termination of CSC employment may be eligible to continue and self-pay the CSC group plan rate in accordance with the provisions of law applicable at the time of termination. Applications for continuation of coverage are available in the Finance Department and must be completed prior to termination.

CSC-paid medical/dental insurance coverage will continue for a period not to exceed six months for dependents of a regular CSC employee who dies during the term of employment, provided the dependents are not eligible for coverage by alternate medical/dental insurance. The intent of this section is to provide continuing insurance coverage in full compliance with the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

14.6 **FTE Modification:** When a position's established FTE is temporarily changed, increased or decreased, all benefits shall be calculated based on the employee's established FTE as of the first day of the month.

RULE 15.

RETIREMENT PROGRAM

CSC shall continue to participate in the Public Employees Retirement System, and shall assume and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for employees participating in the Public Employees Retirement System.

The full amount of required employee contributions "picked-up" or paid by CSC on behalf of employees shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee's "final average salary" within the meaning of ORS 237.003(12), but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required pursuant to ORS 237.071. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

RULE 16.

CONDUCT, DISCIPLINE, APPEALS

16.1 **Employee Conduct:** The standard of conduct for all CSC employees shall be in the public interest as opposed to individual interests. In order to render the best possible service to the public and to reflect credit on CSC, high standards of conduct are deemed essential. Employment shall be conditional on good behavior and satisfactory performance of duties.

16.2 **Discipline:** Disciplinary action in dealing with employee misconduct shall be taken by appointing authorities as appropriate. Disciplinary action shall be for any of the causes set forth in this section.

All written notices of disciplinary action shall be signed by the employee, and a copy given to the employee at the time such action is taken. A copy of the signed notice shall be placed in the

employee's central personnel file and shall serve as prima facie evidence of delivery. In the event an employee refuses to sign a written notice of disciplinary action, the Program Director shall note the refusal on the written notice, including the date and time on which it occurred.

16.3

Cause for Disciplinary Action: Any action which reflects discredit upon CSC or is a direct hindrance to the effective performance of CSC functions shall be considered good cause for disciplinary action. Improper conduct by an employee in an official capacity tending to bring CSC into discredit, or which affects the employee's work performance, or any improper use of the employee's position for personal advantage, shall also be adjudged good cause. Good cause includes, but is not limited to the following:

1. Conviction of a felony;
2. Conviction of a misdemeanor which is related to the position held by the employee;
3. The use of alcoholic beverages or narcotics during working hours which affects the employee's performance or judgment;
4. Partaking of intoxicating beverages, or being intoxicated while on duty;
5. Insubordination or disloyalty;
6. Inefficiency or incompetence;
7. Inattention to duty, tardiness, indolence, carelessness, or damage to or negligence in the care and handling of CSC property;
8. Improper or unauthorized use of CSC vehicles or equipment;
9. Claim of sick leave under false pretenses or misuse of sick leave;
10. Misconduct in the performance of employee duties;
11. Violation of CSC safety policy or safety rules;
12. Willfully giving false information or withholding information with intent to deceive when making application for employment;
13. Willfully soliciting or accepting gratuities, favors, or anything of monetary value from contractors or potential contractors;
14. Willful violation of any provisions of laws or rules adopted by the Executive Director or the Board, or violation of any provisions of departmental rules.

16.4

Types of Disciplinary Action: Discipline is designed to be progressive and corrective and will normally begin with an oral reprimand. If the behavior of the employee continues, subsequent discipline will proceed to more serious forms, which can end in termination of employment. Discipline should be viewed as correcting a deficiency and should be applied only to the extent that correction is achieved.

In the event the employee's behavior is so severe, or the act or problem is of an extreme nature, then discipline may start at a more severe level than the oral reprimand, up to and including discharge. In all cases, however, only that level of discipline necessary to correct the behavior or problem may be applied. Supervisors shall adhere to the procedures and tenets of progressive and corrective discipline as outlined in the approved Discipline and Discharge Procedures.

Progressive discipline has the following levels of severity, however, discipline may commence at any level:

1. **Oral Reprimand:** An oral reprimand is a warning rather than a punitive action and serves to caution the employee that corrective conduct is necessary to avoid a more severe form of discipline.
2. **Written Reprimand:** A written reprimand is a formal warning action and places the employee on official notice that failure to correct conduct will result in more severe discipline.
3. **Suspension With Or Without Pay:** A suspension with or without pay may be imposed following an oral or written reprimand. In the case of severe misconduct, an immediate suspension with pay may be imposed, however, in most cases suspension will follow due process provisions. A suspension without pay shall not exceed 30 days at any one time. A suspended employee shall be notified in writing of the reasons for suspension. No sick or vacation credits may be accrued by an employee during the period of suspension.
4. **Demotion:** Demotion, both in pay and in class, may be used as a form of discipline when discharge is not warranted or when the Program Director believes the employee has the potential for correcting conduct. As with dismissals, or in the case of suspensions or demotion, the Program Director will ensure the employee's due process rights are met.
5. **Dismissal:** A Program Director shall, following consultation with the Executive Director, order any employee dismissed for cause when the Program Director believes cause for dismissal exists. The Program Director shall give such an employee written notice containing:
 - A. A statement that dismissal is being considered as a possible sanction for improper conduct, inadequate performance, or other stated cause;
 - B. A statement of the time within which the employee may respond to the notice.
 - C. An employee may be dismissed if:
 1. The employee has responded to the statements in the notice that dismissal is under consideration and the employee's response has been received and reviewed by the appointing authority; or
 2. The employee has not responded to the statements in the notice of proposed dismissal within the stated time. Dismissal shall be by written notice to the employee setting forth the cause for dismissal. Dismissal may be effective upon delivery of this notice to the employee or upon any stated time thereafter. The Program Director may suspend an employee with pay during the time allowed to respond to this notice if the Program Director believes the good of CSC requires the immediate separation of the employee from the employee's assignment.
 3. If the proposed discipline is against a Program Director, the Executive Director shall take appropriate steps as noted above.

16.5 **Removal of Discipline:** Written discipline, placed in an employee's personnel file, shall be removed after three years when requested by the employee, or when discovered by other authority, provided there has been no recurrence of the type or kind of conduct which lead to the disciplinary action. No written record of disciplinary action shall be deemed official unless it is dated and included in the employee's personnel file.

16.6 **Sexual Harassment:** Sexual harassment in any form shall expose the offending employee to disciplinary action. Sexual harassment may be in the form of language, gestures, touching, etc.; however, CSC forbids sexual harassment in all forms. If employees feel they have been sexually

harassed, they must report the incident immediately to their supervisor, who shall immediately notify the Personnel Officer. The Personnel Officer shall immediately and thoroughly investigate the incident. If the investigation substantiates the sexual harassment complaint, the Program Director shall be notified and shall apply appropriate disciplinary sanctions as provided in these Rules, up to and including discharge. The harassed employee shall be informed of the results of the investigation and the sanctions imposed, if any. If the supervisor is the alleged offender, the incident shall be reported to the Personnel Officer who shall follow the noted procedures.

16.7 **Protected Class Harassment:** Harassment of any protected class, in any form, shall expose the offending employee to disciplinary action. Protected class harassment extends, but is not limited, to circumstances of race, color, national origin, age, marital status, religion and disability. CSC forbids protected class harassment in all forms. If employees feel they have been harassed based on their inclusion in a protected class, they must report the incident immediately to their supervisor, who shall immediately notify the Personnel Officer. The Personnel Officer shall immediately and thoroughly investigate the incident. If the investigation substantiates the harassment complaint, the Program Director shall be notified and shall apply appropriate disciplinary sanctions as provided in these Rules, up to and including discharge. The harassed employee shall be informed of the results of the investigation and the sanctions imposed, if any. If the supervisor is the alleged offender, the incident shall be reported to the Personnel Officer who shall follow the noted procedures.

16.8 **Drug-Free Workplace:** CSC is committed to maintaining a workplace free from the unlawful manufacture, use, dispensing, possession or distribution of controlled substances. Unlawful manufacture, use, dispensing, possession or distribution of controlled substances by CSC employees in the workplace is prohibited under CSC policy.

Abuse of controlled substances in the workplace is dangerous and must be avoided. Employees convicted of violating a criminal drug statute in the workplace must notify their supervisors and the Personnel Officer no later than five days after such conviction. Within 30 days of receiving notification that an employee has been convicted of violating a criminal drug statute in the workplace, CSC will take appropriate personnel action against such an employee, or will require the employee to participate satisfactorily in a controlled substance assistance or rehabilitation program.

Employees found to be in violation of this policy may be subject to disciplinary sanctions consistent with applicable provisions of state laws and regulations, collective bargaining agreements, and CSC personnel policies, as well as penalties under federal and state law.

CSC supports programs for the prevention of controlled substance abuse by CSC employees, as well as assistance programs for those with problems related to controlled substance abuse. Employees found to be in violation of CSC's policy may be required to provide evidence of satisfactory participation in a substance abuse assistance or rehabilitation program. CSC's health benefits packages available to all regular employees provide at least partial reimbursement for treatment and rehabilitation associated with substance abuse problems.

16.9 **Discipline & Discharge Manual:** In implementing discipline or discharge, the managers shall comply with the provisions of CSC's Discipline and Discharge Procedures, which are hereby incorporated by reference as part of CSC's Personnel Policies.

RULE 17.

SEPARATION IN GOOD STANDING, LAYOFF, RESIGNATION

17.1 **Layoff:** Appointed authorities may lay off an employee because of abolition of position, shortage of funds or work, a material change in duties, changes in an organization unit, or for other reasons which do not reflect discredit on the service of the employee. No temporary or permanent separation of an employee from CSC due to disciplinary action shall be considered a layoff. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other unexpected or unusual reasons, which does not exceed

ten (10) working days, shall not be considered a layoff if, at the termination of such conditions, an employee returns to employment. Such interruptions of employment shall be recorded and reported as leave without pay.

Job duties of laid off employees may be reassigned to working employees who hold positions in appropriate classifications.

17.2 **Resignation:** A thirty (30) calendar day notice is recommended whenever possible. An employee must give the Program Director at least fourteen calendar days= notice in writing, unless the Program Director accepts the notice under a shorter period due to extenuating circumstances. As much notice as possible is desired to facilitate recruitment and training.

17.3 **Accumulated Leave Pay Off:** An employee's termination will be effective on the employee's last actual day worked. All accumulated vacation and/or comp time will be paid based on the effective date of termination.

RULE 18.

GRIEVANCE PROCEDURES

18.1 **General Policy:** It is the general policy of the Executive Director and the Board to provide for an orderly process whereby employees may have their problems and complaints considered as fairly and rapidly as possible without fear of reprisal. These procedures are available to all employees, however, represented employees shall use the grievance procedure in the labor agreement. Employees may proceed individually or select someone to represent them. Every effort will be made to find an acceptable solution by informal means at the lowest possible level of supervision.

18.2 **Definition of Grievance:** As used in this section, the term grievance means an allegation by an employee or group of employees that the claimant(s)' rights, benefits, privileges, or interests provided for in the personnel rules have been violated or that the personnel rules have been misapplied or misinterpreted to the claimant(s) in a particular case.

18.3 **Time Periods and Notices:** Time limits established herein may be waived through the written mutual consent of the parties. However, absent a written waiver by the parties, failure of the employee to submit or prosecute a grievance in accordance with time and notice limits shall constitute abandonment of the grievance. Failure of CSC to respond to a grievance within the stated time limits shall result in the automatic elevation of the grievance to the next step. A grievance may be dismissed at any time upon receipt by CSC of a signed statement from the aggrieved employee that the matter has been resolved or withdrawn. All time periods are measured in full working days, Monday through Friday. Weekends, partial days and designated CSC holidays are excluded.

18.4 **Informal Discussion Permitted:** Nothing in this Rule is intended to preclude or prohibit informal discussion of a potential grievance between employees and their immediate supervisors, provided the time limits set forth herein are strictly adhered to.

18.5 **Confidentiality:** All proceedings, meetings, and discussions related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and its resolution shall be considered exempt from public disclosure until the conclusion of the final proceedings.

18.6 **Exclusive Remedy:** Grievances shall be initiated and processed in the manner provided for herein, which procedure CSC and its employees acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined.

18.7 **Grievance Procedure:**

1. Grievances at Step 1:

- A. A grievance at Step 1 shall be initiated by the filing of a written grievance with the employee's immediate supervisor within ten (10) working days after the occurrence of the circumstances giving rise to the grievance.
- B. The aggrieved employee or a designated representative shall file the grievance at Step 1.
 - C. The written grievance shall include:
 - 1. The name and position of the employee on whose behalf the grievance is filed.
 - 2. The date of the circumstances giving rise to the grievance.
 - 3. A clear and concise statement of the grievance, including all relevant facts necessary to a full and objective understanding of the employee's position.
 - 4. The specific provision(s) of the personnel policies alleged to control the proper resolution of the grievance. Ambiguous statements such as "any rule which may apply," are not acceptable.
 - 5. The remedy or relief sought by the employee.
 - 6. The signature of the person submitting the grievance and such name and position if other than the aggrieved employee.
 - D. Within ten (10) working days after receipt of the written grievance, the supervisor shall respond in writing to the employee filing the grievance. Such response shall either deny the grievance or acknowledge what step(s) will be taken to remedy the grievance.
 - E. If the employee is satisfied with this response, the grievance shall be deemed resolved without further action. If the employee is not satisfied, or if the supervisor fails to respond within ten (10) working days of receipt of the written grievance, the employee may carry the grievance to Step 2. This tenth day shall be known as the "Step 1 Cutoff Date."
- 2. Grievances at Step 2:
 - A. Grievances unresolved at Step 1 shall be carried to Step 2 as follows: Within ten (10) working days after the written supervisory response at Step 1, the aggrieved employee shall file with the Program Director a copy of the grievance submitted at Step 1, together with the supervisor's response or a statement that the supervisor failed to respond within the time limit allowed.
 - B. Within ten (10) working days following receipt of the grievance, the Program Director shall respond in writing to the person filing the grievance. At any time following the Program Director's receipt of the grievance and before the Step 2 cutoff date, either the Program Director, the aggrieved employee or the employee's representative may request a meeting for the purpose of clarifying the issues presented by the grievance.
 - C. If, after the tenth (10) working day following the Program Director's receipt of the grievance, s/he has not responded in writing, or if the aggrieved employee is not satisfied with the response, the employee may carry the grievance to Step 3. The tenth day shall be known as the "Step 2 Cutoff Date."

3. Grievances at Step 3:

- A. Grievances unresolved at Step 2 shall be carried to Step 3 as follows: Within ten (10) working days following the Step 2 Cutoff Date, the aggrieved employee or the employee's representative shall file with the Executive Director or Personnel Officer those writings required to be filed with the Program Director at Step 2, and the Program Director's response.
- B. Within ten (10) working days after receipt of the grievance by the Executive Director, s/he (or designee) shall schedule a hearing at which the aggrieved party, his or her representative, the immediate supervisor and the Program Director shall attempt to resolve any issues presented in the grievance.

The Executive Director or Personnel Officer shall preside as a hearings officer and shall provide for an official record to be made. Both sides may call witnesses and they may be required to testify under oath. Both CSC and the employee recognize that this hearing is called for the express purpose of resolving the dispute. The Executive Director or Personnel Officer shall respond in writing, within ten (10) working days after hearing the grievance, with a decision as to the remedy to be applied, if any. The Executive Director's written findings of fact shall be considered final within CSC, however, this provision is not intended to prevent either party from seeking relief under state or federal statutes.

No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.

CSC shall promptly consider and equitably adjust employee grievances. CSC desires to adjust the causes of grievances informally. Both supervisors and employees are expected to attempt to resolve problems as they arise.

RULE 19.

CLASSIFICATION PLAN

The Personnel Officer shall be responsible for developing a uniform classification plan by ascertaining the actual duties, tasks, and responsibilities of all CSC positions, and having class descriptions and appropriate rules prepared. The plan shall be first submitted to the Executive Director and then to the Board for formal adoption and approval.

The classification plan is the grouping of like positions into appropriate classes which are sufficiently similar with respect to duties and responsibilities and the appropriate provisions as set forth under these rules and regulations.

The classification plan shall be developed and maintained to provide:

- 1. That all positions which are substantially similar and comparable as to kind, difficulty and responsibility of work are included in the same class;
- 2. That the same means of recruitment and appropriate examination method may be used in filling all positions within a class;
- 3. That the same schedule of pay shall be applied with equity to all positions within a class;
- 4. A means to establish job performance standards, develop training programs, and establish appropriate career lines;

5. A means to accomplish staff planning and improved budgeting procedures.

The classification plan shall set forth for each class of position: a title, a statement describing the nature and distinguishing characteristics of the work, representative examples of work, knowledge, abilities and qualifications, general minimum recruiting qualifications, and special requirements that are necessary for satisfactory performance in the class.

A class description shall be construed as a general statement of the kind of work characteristics of positions properly allocated to that class, and not prescribing what the duties of any position shall be nor as limiting the authority of a Program Director or other CSC administration.

The use of particular expressions pertaining to duties, qualifications, requirements, or other attributes shall not be interpreted to exclude others not mentioned but germane to the class concept. Class descriptions are descriptive only and are not restrictive.

In determining the class to which any position is allocated the description shall be considered in total. All classification factors obtained through the position description will be considered in classifying the positions.

The Personnel Officer shall have the authority for overall administration of the classification plan.

The Personnel Officer shall periodically review the plan, and may add, combine, divide, or abolish classes or revise descriptions of existing classes or establish new classes as the needs of CSC change. These revisions shall be made following consultation with the affected department(s) and shall be reviewed and approved by the Executive Director.

Position descriptions shall be supplied and kept current by each Program Director for each position under the Program Director's jurisdiction, on forms prescribed by the Personnel Officer.

When a supervisor plans a new type of work or a new position, this request will be submitted on appropriate forms. The Personnel Officer will be responsible for determining into which classification the new position should be added or if it is necessary to create a new classification.

A reclassification request can be initiated by an employee who believes the position to which s/he is assigned is improperly classified, and such request will be forwarded to the employee's Program Director for consideration. The Program Director's recommendation will be forwarded to the Personnel Officer within fifteen (15) days from the date the employee requested such action.

When substantive or significant changes are planned in the work, duties, and responsibilities of established positions, including changes which would constitute a promotion or demotion, written justification of the proposed changes will be submitted on appropriate forms to the Personnel Officer. The Personnel Officer will review the request and make appropriate recommendations to the Executive Director.

Reclassification shall not be used to avoid the provisions of the personnel rules dealing with layoff, demotions, promotions, or dismissals.

RULE 20.

SALARY ADMINISTRATION

20.1 **Purpose:** The Personnel Officer shall be responsible for the development of a uniform and equitable pay plan, based upon the classification plan for the CSC employment.

During the development of the plan, the Personnel Officer shall consider the principle of equal pay for equal work, as well as the relationship between classes, the relative difficulty and responsibility of work, the availability of qualified applicants, prevailing rates of pay, cost of living factors, performance criteria, financial policies and economic considerations of CSC.

The pay plan shall include a schedule of pay rates, consisting of minimum and maximum rates of pay for all classes of positions in CSC.

The purpose of the pay plan is to:

1. Establish the framework for providing equal pay for equal work;
2. Provide an appropriate salary structure to recruit and retain an adequate supply of competent employees;
3. Provide a means for rewarding employees for outstanding service;
4. Establish equitable internal relationships between classes;
5. Provide a basis for facilitating adjustments to meet changing economic and employment conditions.

The pay schedule lists the pay ranges and the monthly pay within each range. A pay range is a level of pay assigned to a classification, and is intended to be gross compensation for full time service of a forty (40) hour work week.

The Personnel Officer shall periodically review the pay plan and, if necessary, recommend revisions to the Executive Director and to the Board. Any Program Director may initiate a written request to the Personnel Officer, with justification for revision of the plan.

At least annually, the Personnel Officer and the Finance Director will determine and recommend to the Executive Director and the Board the percentage of change to the pay schedule necessary to remain current with area economic conditions. With Executive Director and Board approval the pay schedule may be adjusted upward or downward. Employee rates may be adjusted upward or downward by the same figure, not to exceed the maximum rate of the newly assigned rates.

All employees shall have their work performance evaluated by their immediate supervisor and/or Program Director before completion of the probationary period.

All employees will have their work performance evaluated before any salary increase is granted, except where across the board salary increases occur. Additionally, employees at the maximum salary rate in their classification will receive an evaluation annually.

An employee's pay shall be within the pay range set forth in the schedule for the employee's class of position, except as may be provided in these rules.

An employee shall not receive any additional pay for additional duties which may be assigned, undertaken, or volunteered as a CSC employee unless specifically authorized in these rules, by state statute or by the Board.

An employee who works less than full time shall be paid on an hourly basis.

20.2

Newly Hired Employees: New employees appointed to regular positions are hired at the first step of the range for their classification. Hiring rates above the first step may be recommended by the Program Director to the Executive Director when exceptional circumstances exist. Hiring above Step 1 must be reviewed by the Personnel Officer as being consistent with the intent of the classification and salary plan, and in line with job market data concerning the availability of suitable candidates for the open position.

Normally, new employees are advanced one step in salary upon successful completion of their probationary period. Once they have been placed on the second step of their salary range, and as long as they are below maximum salary for their classification, they may be considered for a salary increase on their anniversary date, based on a written satisfactory performance evaluation.

All new employees must meet with their supervisor on the first day they report to work to sign employee forms and be oriented to CSC policies and procedures.

20.3 **Promotions:** Employees promoted to a higher salary range may be eligible for a salary increase equal to one step in their current range with Program Director approval either at the time of promotion or upon successful completion of the promotional probation period; but in no case may an employee receive a step increase both at the time of promotion and at the completion of probation. The effective date of the promotion shall become the employee's new anniversary date. Thereafter, employees may be considered for an annual step increase on their anniversary date based on a written satisfactory performance evaluation, and provided they are below the maximum salary for their classification. Employees promoted after their initial six month probationary period will not be started below step 2 of any range. It is expected that an employee promoted to a new position has in his/her experience special knowledge of CSC and its programs and operation that qualifies that person over any outside new hire.

20.4 **Position Reclassification:** If there is a substantial increase in the complexity of duties or level of responsibilities assigned to a position, the position may be reclassified into a higher salary range. If the position is filled at the time of reclassification, the procedures regarding promotion immediately above will generally apply. Request for reclassification must be processed as outlined in these rules, and as outlined in the classification plan.

When an employee's position is reclassified, the employee shall be paid in accordance with these rules governing pay upon promotion, demotion, or transfer, whichever is applicable.

20.5 **Transfers:** If an employee is transferred to another position in the same salary range, the employee's anniversary date will normally remain the same. If an employee applies for and is hired into a position having a higher salary range, in a different occupational category, promotional line, or department, the employee may be treated as a transferred employee or a newly hired employee with respect to step placement, depending on the entry salary deemed most appropriate by the Program Director.

20.6 **Demotions:** An employee who is demoted may be paid at a rate within the pay range for the class to which demoted, provided the rate does not exceed the employee's previous rate, or the maximum rate of the pay range.

An employee may make a request to a Program Director for demotion from one position to another of a lower rank. If an employee is qualified, the Personnel Officer may approve the request provided that it would not result in the layoff or termination of another employee.

20.7 **Salary Range Adjustments:** If a classification is moved to a higher salary range as a result of a change in prevailing rates for that class of work, an employee's salary will generally be adjusted upward the equivalent of one step and may be adjusted to any step in the new range with Personnel Officer approval.

20.8 **Exceptional Increases:** If a Program Director finds an employee's performance warrants, s/he may authorize an exceptional salary increase within the salary range for the employee's class of work. This increase will not affect the employee's anniversary date. Eligibility for this increase will be established at the discretion of the Program Director, but must be recommended by the Personnel Officer and approved by the Executive Director as being consistent with the overall classification and compensation plan of CSC. This increase is limited to one additional step during a twelve month period. In all cases a new performance evaluation, which supports the exceptional salary increase,

must be forwarded with the proposed increase. This procedure may also be utilized when a salary step adjustment is necessary to alleviate an equity issue(s). The proposed step adjustment must be forwarded with a detailed explanation of the equity issue(s).

This rule may be revoked by the Executive Director if adjustments tend to abuse the intent of rewarding employee competence and/or the application of fairness and consistency in the workplace.

- 20.9 **Reinstatement:** An employee who is re-hired within six (6) months of termination into the same classification previous held, may be paid at the same range and step held at the time of termination, if recommended by the Program Director, and approved by the Executive Director.

Any employee returning from authorized military leave shall be paid at the salary rate the employee would have been eligible for if military leave had not occurred.

- 20.10 **Temporarily Working Out of Classification:** Employees who are temporarily assigned to a class with a higher pay range (acting in capacity) for a period of thirty (30) calendar days or more shall receive compensation at Step 1 of the higher classification or a one step increase in their regular classification, whichever is greater. However, they shall be granted Step 1 of the higher classification only if they are assuming the full duties and responsibilities of the higher classification. Employees who are paid at step 6 of their regular classification and also at or above step 1 of the higher classification, will receive a 6.5% increase above step 6 of their regular classification as long as that rate is also within the range of the higher classification. The additional pay will continue for the duration of the temporary assignment. An employee who is temporarily assigned to a class with a lower pay range shall not receive a reduction in pay. No temporary assignment shall exceed six months.

RULE 21.

SAFETY

- 21.1 **Policy:** CSC believes that safe working conditions for each of its employees can be attained through use of safety equipment, proper job instruction, frequent review of safe work practices, and adequate supervision. The purpose of this section is to define CSC policy and establish responsibility for administration and coordination of an effective accident prevention program.
- 21.2 **Safety Committee:** The Chair of the Safety Committee shall be appointed by the Executive Director, and will be responsible for the development and maintenance of a safety program. This program will include safety regulations and discipline controls.
- 21.3 **Responsibility for Safety:** The responsibilities of the Board, Program Directors, supervisors, and all employees follow:
1. The Board recognizes the need for the development of safe working conditions and practices for every job. All CSC employees are directed to continuously and effectively assist in the administration of CSC's safety programs and policies, to monitor work practices and conditions, to motivate a safety awareness within their departments, and to eliminate or report to proper authority hazardous conditions and practices.
 2. Supervisors are responsible for assisting in the administration and enforcement of the safety program, instructing employees in safe working practices, eliminating or reporting unsafe conditions, and reporting accidents.
 3. Employees are required, as a condition of their employment, to comply with all established safety policies and practices, to report unsafe conditions, and to promptly report

accidents. Accidents which are the result of negligence on the part of an employee may subject that employee to disciplinary action.

- 21.4 **Workers= Compensation Claims:** The following process is to be complied with regarding workers= compensation claims:
1. Employees are to fill out a Claim Form (SAIF Form 801) when they have suffered an on-the-job injury or illness and immediately forward it to the Personnel Officer.
 2. Program Directors are to report all time lost due to a workers= compensation claim on the employee's monthly time sheet and indicate that it is due to a workers= compensation claim.
- 21.5 **Workers= Compensation Sick Benefits:** Consistent with these rules, employees may coordinate the use of sick leave with workers' compensation benefits in a sufficient amount to maintain their regular monthly salary, providing they have sufficient sick leave accrued for this purpose.

RULE 22

TECHNOLOGY USE

Electronic mail, Internet access, and other electronic media and equipment are business tools that are provided by CSC to employees to support the mission and business of CSC. To help ensure that these tools are used appropriately, CSC has developed the following acceptable use policy. This policy addresses access, use and disclosure of electronic mail and Internet messages and material created, sent or received by employees using CSC=s systems.

- 22.1 **Relation to Other Policies:** This policy is intended to be consistent with other CSC policies, including the Sexual Harassment and Equal Opportunity policies. Employees are to use CSC=s technology systems in a manner that is consistent with these other policies.
- 22.2 **Personal Use:** It is CSC=s policy to encourage employees to continuously develop their knowledge and skills. For this reason, certain personal uses of CSC technology are allowed; however, any personal use must comply with the rest of this policy, be brief and infrequent, and result in virtually no cost to CSC.
1. Examples of allowed personal uses: A local call, a long distance call not charged to the agency, an e-mail message, a pager message, and occasional use of CSC computers and printers. Employees may make personal photocopies, but must pay CSC \$.05 per copy. Employees using the fax machines must pay CSC \$1 per page for incoming faxes; \$2 for the first outgoing fax page and \$1 for each additional outgoing page. The Internet may be accessed for brief, infrequent personal use after hours or during employee breaks as long as such use does not violate any part of this policy.
 2. Examples of personal uses not allowed: toll calls, incoming or outgoing personal calls on a CSC cellular phone unless the employee pays CSC, or other activities resulting in costs to CSC.
 3. No personal use may be made by or on behalf of any organization or third party.
 4. CSC systems may not be used to lobby, solicit, recruit, sell or persuade for or against any commercial venture, product, religious or political cause, or the like.
 5. A user may not use any system device which is not employed in assigned work. No privately

owned device may be connected to any CSC system without proper authorization. Similarly, no software may be downloaded or installed without proper authorization.

CSC shall have sole discretion to decide whether a use is personal or business related.

- 22.3 **Disciplinary Action:** A violation of the policy may result in disciplinary action ranging from a verbal warning up to and including discharge from employment.
- 22.4 **Access:** Employees are not allowed to gain access to another employee's e-mail, voice mail or computer files without permission from that employee or a supervisor.
- 22.5 **CSC Property:** The electronic mail and Internet systems and hardware are CSC property. Additionally, all messages and attachments composed, sent or received on the e-mail or Internet systems are and remain the property of CSC. They are not the private property of any employee, and employees should not consider any e-mail or Internet messages or material as private or as their personal possessions.
- 22.6 **Pass Codes:** Employees must not use a code, access a file, or retrieve any stored communication, other than where authorized. All pass codes are the property of CSC. Employees may not use a pass code that has not been disclosed to the Network Administrator.
- 22.7 **Non-Removal:** Employees may not remove from the premises any hardware, software, files, data or copies of electronic data without prior management authorization.
- 22.8 **Downloading:** In downloading documents from the Internet, CSC requires that such documents be job related and constitute a reasonable use of CSC's resources. Executable files may not be downloaded without prior management authorization.
- 22.9 **Offensive or Harassing Use Prohibited:** The e-mail and Internet systems are not to be used to create any offensive or disruptive messages. Among those which are considered offensive are messages or material which contain sexual implications, racial or ethnic slurs, or other comments that offensively address someone's age, sex, sexual orientation, religion, national origin, ancestry or disability. In addition, the system must not be used to communicate other improper messages, for example, messages or material that is defamatory, derogatory, obscene or otherwise inappropriate. The e-mail and Internet systems must not be used to commit any crime, including but not limited to sending obscene e-mails over the Internet with the intent to annoy, abuse, threaten, or harass another person.
- 22.10 **No Sexually Explicit Sites:** CSC's Internet system must not be used to visit sexually explicit or otherwise offensive or inappropriate web sites, or to send, display, download or print offensive material, pornographic or sexually explicit pictures or any other materials which would be found offensive by most reasonable people.
- 22.11 **Chain Letters:** Employees must not send or forward a chain letter@ e-mails.
- 22.12 **Viruses:** Employees may not use CSC's e-mail or Internet systems to develop or send any virus or otherwise destructive program. Employees should not open e-mails or attachments unless they are confident of the identity of the sender. Antivirus software will be supplied and maintained by CSC and shall not be disabled or removed.
- 22.13 **CSC's Right to Monitor:** CSC reserves and intends to exercise the right to review, audit, intercept, access and/or disclose messages of material, including attachments created, received or sent, web sites visited and/or files downloaded over CSC's e-mail or Internet systems. Authorized representatives of CSC may monitor the use of its systems in its sole discretion, at any time, with or without notice to any employee and may bypass any pass code. Such monitoring is capable of tracking and recording e-mail messages sent and received as well as Internet web sites visited by

employees.

- 22.14 **Confidentiality:** The confidentiality of any message or material should not be assumed. Even when a message or material is erased, it may still be possible to retrieve and read that message or material. Further, the use of passwords for security does not guarantee confidentiality. Messages read in HTML may identify the reader to the sender. Notwithstanding CSC=s right to retrieve and read any electronic mail or Internet messages or material, such messages or material should be treated as confidential by other employees and accessed only by the intended recipient. Employees are responsible for maintaining the confidentiality of material on the systems. Without prior management authorization, employees are not permitted to retrieve or read e-mail messages that are not sent to them. The contents of electronic mail or Internet messages or materials may, however, be disclosed to others within the Company, with prior management authorization.
- 22.15 **Contact Person:** Employees who need help understanding this policy or who discover a violation of this policy should notify their supervisor or the Personnel Officer.
- 22.16 **Password Accountability:** Employee passwords are confidential and employees are accountable for all usage under their password of the CSC computer system.
- 22.17 **Representation of CSC:** Employees should make clear when they are or are not representing CSC in e-mail and Internet communications.
- 22.18 **Internet Site/Identification Originator:** Employees should be aware that Internet sites accessed from CSC=s computer network might identify CSC as the originator of each visit. Thus, all communications must be professional, appropriate to CSC, and not adversely reflect on CSC=s reputation.
- 22.19 **Retention:** Public employees have an obligation to apply the appropriate retention rules to all correspondence, including e-mail and voice mail sent and received. In general, correspondence can be divided into three categories:
1. Policy and historical correspondence: states or forms the basis of policy, sets important precedent, or records historic events related to CSC operations. It shall be retained permanently.
 2. Program correspondence: documents and adds significant information to a program or primary functional responsibility of CSC, within existing policy parameters. It shall be retained for the same period as the program or functional record series to which it relates.
 3. Routine correspondence: of a transitory or housekeeping nature and does not add significant information to a program or primary functional responsibility of the agency. It shall be retained as needed.
- 22.20 **Public Record:** All communications and files on CSC=s electronic systems (including e-mail, voice mail, information retrieved from the Internet, word processing documents, spreadsheets and all other database systems, with the exception of confidential information) are considered public records which are available for inspection by the media and the public to the same extent a hard copy of the communication would be available.
- 22.21 **Requests for Public Disclosure:** Upon receipt of a valid request, CSC is responsible for making e-mail, voice mail and other records available for inspection by the public. If a CSC employee receives a request for release of e-mail, voice mail or any other records, the employee must contact the Executive Director before choosing to release or withhold those records.

RULE 23.

MISCELLANEOUS

- 23.1 **Mileage Pay:** Employees required to use their personal vehicles in the performance of their duties as employees of CSC shall be paid at the rate of thirty cents (.30) per mile. All such mileage shall be

authorized in advance by an appropriate supervisor. Future adjustments to the private mileage reimbursement rate shall apply when approved by the Executive Director.

23.2 **Outside Employment:** Employees shall not engage in compensated outside employment without prior approval from the Executive Director. Permission to engage in outside employment for less than 30 calendar days in duration while an employee of CSC may be approved by the Program Director. It shall be the responsibility of the Program Director to ensure employees refrain from engaging in work activities which do not meet the following conditions:

1. Be compatible with the employee's CSC responsibilities.
2. Not interfere with or adversely affect the performance or efficiency of the employee's CSC work performance.
3. In no way be a discredit to CSC employment.
4. Not constitute an apparent or real conflict of interest nor present any liability to CSC due to the nature, conditions, competition or any other aspect of the work activity.

In the event the request is for a longer period, or continuing in nature, the Program Director must submit the request to the Personnel Officer with a recommendation for approval or denial. The Personnel Officer will review the request and make a recommendation to the Executive Director, who may grant or deny the request. Executive Director approval will take into consideration the conditions stated in the above paragraph.

The Executive Director may at any time, with reasonable grounds, revoke permission for any employee to hold outside employment.

23.3 **Personal Appearance:** Good community relations are an integral part of each employee's job. All employees must maintain their appearance and conduct themselves in a manner which is appropriate for an employee in public service. Standards governing appearance remain with the Program Director relative to the position held and duties performed.

23.4 **Selling and Peddling Among Employees:** No peddling, soliciting, or sale for charitable or other purposes shall be allowed among or by employees during working hours unless approved by the Executive Director.

23.5 **Political Activity:** No CSC employee, official, or private person shall solicit any assessments, contributions, services or other thing of value or otherwise aid or promote any political committee or the nomination or election of any person to public office during working hours.

Nothing contained in this section shall affect the right of employees to hold membership in and support a political party, to vote as they choose, to express opinions on all political subjects and candidates, to maintain political neutrality, or to attend political meetings during non-work hours.

23.6 **Student Interns:** Student interns working for CSC for specified periods of time as part of practical work experience shall receive reimbursement for work performed under the following guidelines:

1. Monetary reimbursement for interns shall be a decision at the discretion of the Program Director.
2. If student interns are paid for their internship, all monies necessary shall have been budgeted in the department's prior budget.
3. Payment for student interns shall be governed by the fact that the student is performing needed work for the department, and not in the case when a student is primarily seeking

exposure or a learning experience in a field of study within that department. Reimbursement which would have been paid if the work was not performed by an intern should be paid to the intern.

4. If the department has determined that payment is appropriate for the internship, all student interns shall receive at least the current minimum wage.
5. Student interns shall be advised of, prior to the start of the internship, the number of hours to be worked, the rate of pay, the length of placement, and other factors relevant to the performance of the internship.
6. The Personnel Officer shall be advised of all internships and conditions relating to their placement prior to the start of the field experience by written notice from the Program Director.
7. The conditions of reimbursement to the intern do not preclude a department from arranging internships based solely on school credit(s) in return for work experience, or an internship where no payment or school credit is warranted.

23.7 **Cost Consciousness:** CSC employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in cost savings or improved service to the public.

23.8 **Telephone Courtesy:** All CSC employees are expected to provide courteous and informative service when using the telephone to conduct CSC business. General guidelines include:

1. Answer phones promptly.
2. Be courteous and friendly.
3. Identify yourself and your position.
4. If the person called is not in the office, offer to take a message.
5. Do not require callers to identify themselves; simply transfer them or take their message.
6. Do not allow callers to remain on hold for extended periods. Check periodically to determine if they wish to remain holding.
7. Do not place personal long distance calls on office phones.
8. Limit personal calls to essential or emergency circumstances.

23.9 **Confidentiality:** All information concerning CSC business should be handled in a manner assuring complete confidentiality when appropriate. Certain matters are strictly confidential, and employees are to become familiar with these restrictions.

23.10 **Employee Organization and Representation:** Employees of CSC who are lawfully eligible shall have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining on matters relating to wages, hours and working conditions.

23.11 **Residence Requirements:** Residency shall not be a condition of initial appointment or continued employment, provided employees reside within a reasonable distance of their work sites, which would allow for their recall in the event of an emergency. In all cases, the Program Director shall define what constitutes a reasonable distance.

RULE 24.

ADOPTION

Adopted by CSC's Governing Board on this 17th day of September, 2001.

**COMMUNITY SERVICES CONSORTIUM
GOVERNING BOARD MEMBERS**

LINN COUNTY

Commissioner John Lindsey
Commissioner Roger Nyquist
Commissioner Cliff Wooten

BENTON COUNTY

Commissioner Jay Dixon
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LINCOLN COUNTY

Commissioner Karen L. Gerttula, CSC Governing Board Chair
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