

Exhibit P-2

- **I-Trac Screen Shots**
- **WIA Youth Common Measures Report**

Region: 04 - CSC | Year: PY 2014

Fund Name: WIA Youth | Provider Name: Albany - Linn, Corvallis - Benton

View By: Quarters | Filters: | Clear Filters

Saved Search Action: Do Not Save | Saved Search Name: |

Find | Next

DOL Common Measures Report **report displays the confirmation quarters after exit

Region: 04 - CSC
 Year(s): PY 2014
 Fund(s): WIA Youth
 Provider(s): Albany - Linn, Corvallis - Benton, Lebanon - East Linn, Newport - Lincoln
 Filter(s): No Filter

Placement in Employment or Education **reporting Year/Quarters determined by Q3 after exit

PY 2014	Q1	Q2	Q3	Q4	Total
	57.14%	50.00%	48.28%	66.67%	51.06%

Attainment of a Degree or Certificate **reporting Year/Quarter determined by Q3 after exit

PY 2014	Q1	Q2	Q3	Q4	Total
	42.86%	77.78%	55.56%	100.00%	60.87%

Literacy and Numeracy Gains **reporting Year/Quarters determined by anniversary of Participation date and Performance Year/Quarter

PY 2014	Q1	Q2	Q3	Q4	Total
	57.14%	75.00%	0.00%	0.00%	31.82%

Region

Region 4 - Community Services Consortium

PY14 Estimate based on the following information

Fund	Staff Count*	Participant Count**	Allocation Estimate	Notes
BTWO2	20.0	70	\$ 5,039	
NEG DWT	20.0	28	\$ 4,861	
WIA WS Adult	20.0	1700	\$ 6,489	
WIA WS DW	0.0	1200	\$ 5,276	Staff count reflected in Adult
WIA Youth	12.0	125	\$ 3,579	
Total for PY14 I-Trac Contract			\$ 25,244	

Exhibit P — 3

- **5% Window Report from PY13**

State of Oregon - Department of Community Colleges and Workforce Development

Youth 5% Window Report

Community Service Consortium

Funding Streams: Youth (14-18), Youth (19-21)

Registered: 7/1/2013 to 6/30/2014

LWIA	Enrolled	Window	Percent	Not Eligible
Community Service Consortium	67	3	4.48 %	0
Albany	2	0	0.00 %	0
Corvallis	17	2	11.76 %	0
Lebanon	37	1	2.70 %	0
Newport	11	0	0.00 %	0
TOTAL	67	3	4.48 %	0

5% Window:

Low income = NO and one of the following barriers.

- School Dropout
- Basic Skills Deficient (BSD)
- Below Grade Level (BGL)
- Pregnant or Parenting
- Possess one or more Disabilities
- Ex-Offender
- Face Serious Barriers to Employment as Defined by Local Area

Federal Register /Vol. 64, No. 72 / Thursday April 15, 1999 / Rules and Regulations Subpart B Section 664.220

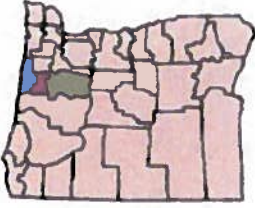
Low Income includes:

- TANF
- Poverty or 70% of the Lower Living Standard Income Level (LLSIL), 6 month period prior to application.
- Food Stamps
- Homeless or Runaway
- Foster Child

CCWD Policy 589-30.7, Lower Living Standard Income Level and Poverty Guidelines, 4/12/2012

Exhibit P-4

- **POLICY: Youth Eligibility for WIA Programs**



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



POLICY

Youth Eligibility for Workforce Investment Act (WIA) Programs

Date: Revised May 6, 2010

Subject: Youth Eligibility for Workforce Investment Act (WIA) Programs

Purpose:

To establish eligibility criteria and documentation requirements for WIA Title IB funded youth programs.

Background:

CSC will determine and document WIA Title IB funded program eligibility according to level of services and as directed by the Oregon Administrative Rules (OAR 151-020-0030 and Policy 598-589.30.1, 589.30.2 and 589-30.3 effective dates October 1, 2000 and September 18, 2000).

Policy:

WIA eligible youth must be 14-21 years of age, citizen of the U. S. or eligible to work non-citizen, registered with Selective Service System if required and meet requirements for low-income individual and have one or more of the documentable barriers listed below.

Barriers:

- a. Deficient in basic literacy skills
- b. School dropout (Sect 101(39) WIA) defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
- c. Homeless, runaway or foster child
- d. Pregnant or parenting
- e. Offender
- f. Is a foster child on behalf of whom State or local government payments are made4/6/10

- g. Youth requiring additional assistance to complete educational program or to secure and hold employment. In addition to barriers listed in the youth plan, the following shall be considered:
 - i. Failure to succeed in local labor market.
 - ii. Computer/technology skill deficient.
 - iii. Older youth who is not self-sufficient.
 - iv. Needs assistance to complete education.

Documentation for:

Barriers: Test scores, school records, INT-13, PA-4, telephone contact with relevant agencies, Community Human Services Self Sufficiency Programs and Child Welfare, Education Service District records, Foster Parent statements, collateral contact provided by a non-minor.

Self-certification is an individual's signed attestation that the information he/she submits to demonstrate eligibility for a program under title I of WIA is true and accurate.

Income: A low-income individual is one who meets one of the following income guidelines:

- a. Receives, or is a member of a family that receives, cash payments under a Federal, State or local income based program; or
- b. Receives an income, or is a member of a family that receives a total income, for the 6 month period prior to application date for Core B program (exclusive of unemployment compensation, child support payments, payments described in paragraph (a), and old age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402)) that in relationship to family size (see OAR policy number 589-30.1 for definition of family and state-expanded list of income inclusions and exclusions) does not exceed the higher of:
 - 1. The poverty line, for an equivalent period; or
 - 2. 70 percent of the lower living standard income level, for equivalent period; or
- c. Is a member of a household that receives (or has been determined eligible to receive within the six-month period prior to application for the program involved) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq); or
- 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); or
- e. In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets 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; or

Documentation: Where possible, and readily obtainable, CSC will use hard documentation.

Citizenship: I-9 documents (i.e. ODL and SS card), birth certificate, U.S. Passport, school records, Community Human Services records, court records, DD214 (If shows place of birth and birth date), Tribal I.D.

Eligibility to work in the U.S.: Social Security Card defining status, or alien registration form.

Income: Food stamp verification, public assistance records, Social Security and SSI award letters, UI records, telephone contact, pay stubs, foster care records, collateral contacts for foster care (foster parent) and homelessness, Community Human Services records

Disability: Vocational Rehabilitation Department records or verification, school records, PA-2 (substantial barriers form) signed and dated by appropriate authority, telephone contact.

Documentation must show disabling condition or disease, confirm barrier to employment and describe barriers to employment).

Family size: Medical card, lease or rental agreement, court documents, marriage certificate, birth certificate, self-certification (minors cannot self-certify without parent or guardian signature).

Social security: Social Security card or any letter or document containing the applicant's Social Security number and signed and dated voluntary Social Security number release statement.

Selective Service: Selective Service system's website or automated telephone system will be used to verify SSS registration. Staff should direct individuals to comply with registration requirements.

In or Out of School Status: School records, or other official documentation.

Summary Comments:

When attempts to collect hard documentation are unsuccessful, an applicant's statement of eligibility certifying content to be true and accurate will be accepted, as outlined in OAR 589.30.30. The statement must be signed and dated by the intake worker, the applicant, and for youth under age 18, by the parent or guardian.

All eligibility forms and documentation will be maintained in the registrant's file at MIS, and be available for review by State or Federal review teams.

For youth, information contained in the application will be updated if the participant is not registered within 45 days of the application date.

The application must be signed and dated by the applicant, the staff, and the parent or guardian of minors. For youth, service may begin at the time of the ISS development.

Second Checks:

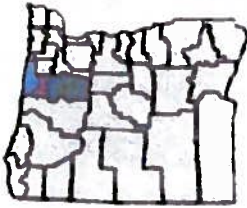
All applications will be reviewed within 30 days of eligibility determination to assure that (1) the application is complete; (2) the original eligibility determination was correct; and (3) the information on the eligibility is internally consistent, and in all other regards, reasonable.

Carolyn Gardner
Carolyn Gardner, Chair

24 May 2010
Date

Exhibit P — 7a

- **POLICY: Youth Supportive Services**



Linn, Benton, Lincoln

Workforce Investment Board
Linn, Benton, and Lincoln



POLICY
Youth Supportive Services

Date: Revised May 6, 2010

Subject: Youth Supportive Services

Purpose:

To establish guidelines for the issuance of supportive services to WIA participants

Background:

Supportive services are defined as services which are necessary to enable an individual who is eligible for services under WIA, and who cannot afford to pay for services, to participate in a job search, a training program, or a retention activity funded under the Act.

Provision of supportive services is based on need and is demonstrated first by self-certification by the participant followed up by the budget document. The budget document outlines personal/family income and personal/family expenses for an individual in WIA Services. The budget outlines the projected costs to be incurred by training, a job search, or a retention plan. These documents are contained in participant files.

Policy:

WIA participants are eligible for supportive service payments only in the following categories: Transportation, childcare, health care, residential support, clothing, emergency, grooming, or meals.

Decision to issue support services is negotiated between the participant and staff and authorized by the Operations Manager or designee. They will be provided with consideration to the limit of available funding, and utilization of funds from other programs or resources in the community. Amount will not exceed \$5000.00.

All participant requests will be reviewed individually and the amount provided to one person will be based on their individual needs, their plan, and the progress the participant is making toward their employment, training, or retention goals.

Support services can include follow-up supportive services post exit as per the guidelines of the Act.



Carolyn Gardner, Chair

24 May 2010
Date

Exhibit P — 7b

- **Incentive Pay Master List**

Incentive Pay Schedule Master List

CSC Youth & Education Programs

Updated 01/01/2014

The following Incentive Payment opportunities may be offered to Community Services Consortium youth and young adult participants dependent upon a participant's enrollment in a specific program and as established in agreement with a participant's Youth Advisor. Based on this Master List, each youth program maintains a program-specific list of incentive/bonus opportunities for which enrolled youth may be eligible.

Section 1 Use Attainments Incentive Payment Form to process payments in this section

- Literacy/Numeracy Skill Attainment:** For basic skill deficient youth in Reading or Math, up to \$75 may be earned for an increase of one Educational Function Level (EFL) in either subject.

- Pre-Employment Training/Job Club:** Participants may earn up to \$100 for successful completion of this course.

- GED:** Participants may earn up to \$250 upon GED completion.

- High School Diploma:** Participants may earn up to \$250 upon High School Diploma or State recognized High School Completion Certificate attainment.

Section 2 Use Attainments Incentive Payment Form to process payments in this section

- High School Credit Recovery:** Complete specified course curriculum in subject area

of deficiency as per high school transcript. Participant may earn up to \$50 per half credit.

- ❑ **Quarterly Evaluation Bonus:** For specified programs (see Program Guidelines), participants may earn up to \$100 for Average or above quarterly evaluations as determined by program staff and approved by manager.
- ❑ **Occupational Skills Training:** Participants may receive an incentive of up to \$100 for successful completion of an industry-recognized certificate program (Example is NCCER or State Approved Pre-Apprenticeship Program).
- ❑ **CSC Program Graduation Bonus:** Participants may earn up to \$200 for successfully graduating from a CSC youth program. Graduation requirements vary and are defined per program.
- ❑ **1st Quarter Follow-up Bonus (non-WIA funded):** Participants may earn a bonus of up to \$100 for proof of successful employment or post-secondary enrollment and participation in the first quarter after exit.
- ❑ **Activity Participation Incentive:** Participants may earn an incentive of up to \$100 for participating in a pre-arranged CSC activity. Examples include 1st Aid/CPR course, service learning event, or other staff scheduled activity/training.

Section 3

- ❑ **Internship:** Participants may earn a stipend up to \$364 per week (to be defined per program) for an internship at a local business or in a CSC operated youth program. Incentives are based on participation and performance (see timesheet). Bonuses of up to \$50 per pay period may be awarded for exceptional performance as determined by program staff and approved by manager; examples include but are not limited to: perfect attendance, working additional hours, exceptional work ethic and attitude, taking on additional duties, completing assignments above and

beyond expectations, etc. A stipend increase of up to \$75 per pay period may be implemented during the course of internship for achieving a program-defined set of objectives within a specified timeframe. (Use Incentive/Evaluation Form Y-5B)

- **Learn to Earn:** Participants may earn up to \$15/day for participation in academic class activities in pursuit of a GED, HS Diploma, or other identified learning objectives. Participants must meet specified criteria (see Learn to Earn Incentive Pay Sheet) to earn full pay. Bonuses of up to \$50 per pay period may be awarded for exceptional performance as determined by program staff and approved by manager; examples include but are not limited to: perfect attendance, working additional hours, exceptional work ethic and attitude, taking on additional duties, completing assignments above and beyond expectations, etc. (Use Learn to Earn Incentive Pay Sheet Form Y-8C)

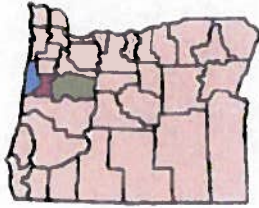
Section 4

- **Work Experience:** While not technically an incentive, participants may earn a wage of \$9.10/hr (or current minimum wage) for participation in a work experience at a local business, agency, or organization. (Use Work Experience Timesheet Form 3A)

NOTE: Changes in funding may result in an increase or reduction of expected incentives. Participants will be notified when changes occur.

Exhibit P-8

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Workforce Investment Board**
Linn, Benton, and Lincoln Counties



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Documentation: Where possible, and readily obtainable, CSC will use hard documentation.

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Second Checks:

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Carolyn Gardner
Carolyn Gardner, Chair

34 May 2010
Date

Exhibit P-10

- **POLICY: Adult and Dislocated Worker Individualized Employment Plan**



POLICY

Adults and Dislocated Workers Individualized Employment Plan

Date: Revised February 23, 2010

Subject: Adults and Dislocated Workers Individualized Employment Plan (IEP)

Purpose:

To provide guidelines for the development of Individualized Employment Plans for Adult and Dislocated WIA Title IB Intensive and Training participants.

Background:

The results of this assessment will be used to develop a client-centered, mutually negotiated Individual Employment Plan (IEP) that outlines the occupational goal, current and required skill levels, skill development needs, labor market outlook, potential employers and training/skill development plan.

Definitions

Decisions concerning appropriate services shall be client-centered and ensure that the participant is not excluded from training or career options on the grounds of race, color, religion, sex, national origin, age disability, political affiliation or belief, citizenship or participation in WIA Title IB.

Policy:

The Individual Employment Plan must include the following minimum elements:

- An employment goal for which the participant may receive WIA Title IB services including training. All training goals will be in areas documented to be in demand in the local labor market or in an area the participant will relocate to.
- Name of training provider
- Estimated cost and financial aid applied or received
- Target date of completion
- The IEP will be signed and dated by the WIA participant and WIA representative, and a copy will be given to the participant.

Exhibit P-12

- **Bilingual Program Information**



El Community Services Consortium es la agencia de acción de la comunidad que ayuda a los residentes de los Condados de Linn, Benton y Lincoln a superar las causas y condiciones de la pobreza.

Servicios de educación y para la fuerza laboral

Conocimientos básicos: preparación ABE para el certificado GED

Taller de computación

Conocimientos básicos de manejo de dinero

Ayuda en la búsqueda de trabajo

Taller de búsqueda de trabajo

Servicios de apoyo

Ayuda con el Plan de Capacitación

Capacitación vocacional - menos de 40 horas

Programa JOBS (beneficiarios de TANF)

Los servicios son gratis.

Los fondos se basan en la disponibilidad. Podrá ser necesario cumplir con requisitos para tener derecho.

Programa/Empleador de Igualdad de Oportunidad

Se dispone de dispositivos y servicios de ayuda para personas con discapacidades bajo solicitud.

Número de servicio de teletipo de Oregón: 711

Instalaciones accesibles según la Ley ADA.

Se habla español.



Community Services Consortium
WorkSource Oregon Partner

Oficina regional de Albany
250 Broadalbin SW, Suite 2A

Albany, OR 97321

Tel.: (541) 928-6335

Fax: (541) 967-9307

Oficina regional de Corvallis
545 SW 2nd St., Suite A

Corvallis, OR 97333

Tel.: (541) 752-1010

Fax: (541) 752-2348

Oficina regional de Lebanon
380 Market Street

Lebanon, OR 97355

Tel.: (541) 451-1071

Fax: (541) 451-1367

Oficina regional de Newport
120 NE Avery / PO Box 928

Newport, OR 97365

Tel.: (541) 265-8505

Fax: (541) 265-8507

www.communityservices.us

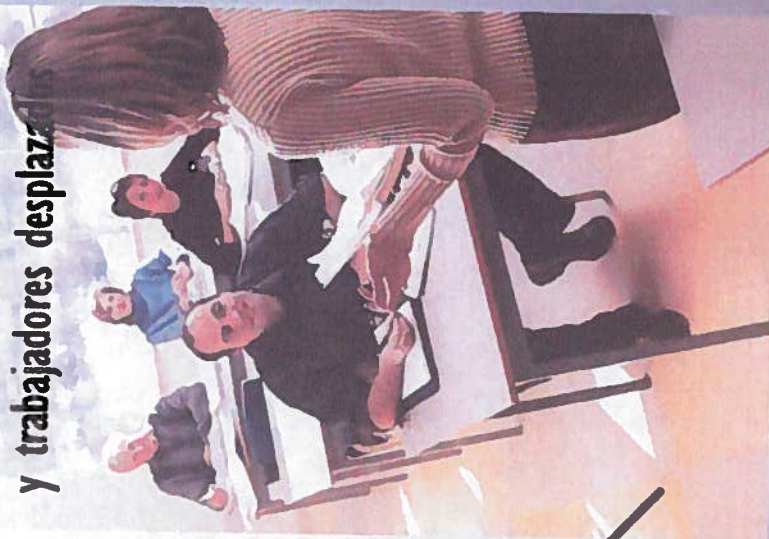


Helping People. Changing Lives.



Fuerza laboral y Educación

Guía del Programa para adultos y trabajadores desplazados



Ayudando a las personas. Cambiando vidas.



Con ayuda del personal — Autoaprendizaje Salones de recursos y laboratorios de computación

EVALUACIÓN DE HABILIDADES:

WIN Skills está estructurado para determinar el nivel de habilidad del participante en leer y utilizar información, matemáticas aplicadas y encontrar información.

La prueba de evaluación **TABE** es un localizador de habilidades básicas en lectura y matemáticas, y también puede ser utilizada para pronosticar el éxito en el GED (siglas en inglés de Desarrollo Educativo General).

CIS: el Sistema de Información de Carreras evalúa las aptitudes en campos de carreras potenciales basándose en información personal.

CRC: El Certificado de Nivel de Preparación Laboral es un sistema de acreditación de empleados que mide las habilidades fundamentales y las habilidades de apoyo para el trabajo. El certificado verifica el nivel de preparación para el trabajo a diversos niveles de habilidades y les proporciona a los empleadores una manera de identificar a los solicitantes de trabajo con el mayor potencial.

REMEDIACIÓN DE HABILIDADES/-

HABILIDADES BÁSICAS/GED:

Los tutoriales de WIN Skills están disponibles para la remediación de habilidades básicas o sea la "mejora de habilidades". También se puede proporcionar preparación para el GED y ayuda con los costos del examen en asociación con los colegas comunitarios.

CAPACITACIÓN EN HABILIDADES VOCACIONALES/OCCUPACIONALES:

Los especialistas en Educación y Fuerza Laboral del CSC trabajan con los participantes para elaborar planes de capacitación que les ayuden a ingresar a un empleo, o a mejorar las oportunidades de obtener empleo. Basándose en estos planes, los participantes podrán ser recomendados a capacitación avanzada. Pueden existir algunos recursos para ayudarles con los costos de capacitación.

ASESORAMIENTO DE CARRERAS Y

AYUDA DE BOLSA DE TRABAJO:

Los especialistas en Educación y Fuerza Laboral estudian los resultados de la evaluación de habilidades, plan de capacitación y metas laborales de cada participante para identificar estrategias y vectorias de carreras. Estos especialistas proporcionan un menú de talleres de capacitación y se dispone de un salón de recursos con personal para ayudar a los participantes en sus esfuerzos para encontrar empleo.

El Laboratorio de Computación ofrece

- **WIN Skills (Evaluación de habilidades básicas)**
- **Skillwise de Math.com**
- **Planificación de carreras**
- **Cómo manejar su dinero**
- **Sistema de Información de Carreras (Evaluación de aptitudes)**
- **Tarjeta de manejo de alimentos**

• **¡Y MUCHO MÁS!**

TALLERES

Solicitante general de empleo

- Llenado de solicitudes
- Currículum vitae: Dirigido al puesto
- Habilidades para actuar con confianza en entrevistas
- Búsqueda creativa de trabajo y establecimiento de contactos
- Cómo demostrar sus habilidades únicas
- Para sobrevivir en el trabajo: adaptándose a la pérdida del empleo y a los cambios en la vida
- Habilidades esenciales para todos los empleos
- Habilidades transferibles
- Cómo usar OLMIS (Sistema de Gestión Laboral de Oregon) y el sitio Web de WorkSource
- En español: Sólo en Newport
- Cursos en línea de Element K

Computación para principiantes

- Ejercicios con el ratón
- Navegación por Internet
- Capacitación para escribir en computadora

Programas de Microsoft

- Word, Excel, PowerPoint y Publisher





Fuerza laboral y Educación Programas para los jóvenes

Se ofrecen los programas de Fuerza Laboral y Educación para la Juventud del Community Services Consortium a jóvenes desfavorecidos entre las edades de 14 y 21 años, en los condados de Linn, Benton, and Lincoln.

Desamos reducir los factores de riesgo que los jóvenes vulnerables enfrentan, mediante programas eficaces que forjen una base sólida para el empleo.

El enfoque de todos los programas es mejorar las habilidades de trabajo y de la vida para facultar a los participantes a ser autosuficientes, obtener y retener empleo a largo plazo, y enseñarles e inculcarles un compromiso con el aprendizaje durante toda su vida mediante la educación, la capacitación, y el asesoramiento y apoyo profesional.

El derecho a servicios se basa en los ingresos y en las barreras tales como: deficiencia en habilidades para leer y escribir, abandono de la preparatoria, adolescente que ha huido de su casa o se encuentra bajo custodia tutelar con una familia, adolescente embarazada o adolescente con hijos, o aquellos que requieren ayuda adicional para completar su educación y obtener empleo.

Nuestros programas ofrecen:

- Apoyo académico tal como tutorías, capacitación sobre cómo estudiar, asesoramiento y apoyo para obtener el diploma de preparatoria, preparación para el GED (Desarrollo Educativo General) y ayuda para ingresar a college o a capacitación vocacional.
- Créditos para preparatoria / recuperación de créditos.
- Exploración de carreras.
- Experiencias en trabajo pagado y no pagado incluyendo prácticas como estudiantes.
- Clases de carreras con capacitación de competencia laboral y certificaciones vocacionales.
- Oportunidades de desarrollo de liderazgo.
- Manejo de casos individuales.
- Planificación y difusión y alcance posteriores a la preparatoria.
- Servicios de apoyo para ayudarles a los jóvenes alcanzar el éxito.
- Oportunidades de empleo.

Personal juvenil de conservación



RIVER JAVA
Open 7:30 am - 3:30 pm Monday - Friday
The goal is to provide employment, workplace experience, and training for the disadvantaged population in the community.
A program of Community Services Consortium, Linn, Benton, and Lincoln Counties
In the heart of the community, we are committed to providing the best possible service to our customers.

Empresa juvenil



Community Services
Consortium

Fuerza laboral y
Educación

Guía del Programa para Jóvenes

Atención a las personas con discapacidades



Community Services Consortium
WorkSource Oregon Partner
www.communityservices.us

Oficina regional de Albany
250 Broadalbin SW, Suite 2A
Albany, OR 97321

Tel.: (541) 928-6335
Fax: (541) 967-9307

Corvallis Youth House

536 SW 2nd Street
Corvallis, OR 97333
Tel.: (541) 758-2631
Fax: (541) 752-2348

Oficina regional de Lebanon

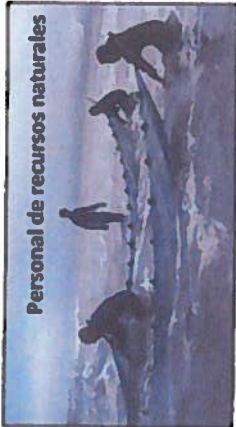
380 Market Street
Lebanon, OR 97355
Tel.: (541) 451-1071
Fax: (541) 451-1367

Oficina regional de Newport

120 NE Avery / PO Box 928
Newport, OR 97365
Tel.: (541) 265-8505
Fax: (541) 265-8507

CSC es un Programa/Empleador de Igualdad de Oportunidad
Se dispone de dispositivos y servicios de ayuda para personas
con discapacidades bajo solicitud.
Instalaciones accesibles según la Ley ADA.
Número de servicio de teléfono de Oregón: 711.
Se habla español.

Oportunidades de educación y de fuerza laboral



Personal de recursos naturales

Desarrollo de la fuerza laboral
Se enfoca en el desarrollo de habilidades necesarias para el empleo mediante oportunidades en experiencias de trabajo, capacitación previa al empleo, y servicios de apoyo personales. Esto facilita a los jóvenes a obtener las valiosas habilidades necesarias para lograr el éxito en el empleo. Ofrece experiencias de prácticas en negocios locales y en equipos de conservación ambiental.

Centro de Capacitación en Impermeabilización
Proporciona Capacitación en Habilidades de Trabajo de Impermeabilización. La impermeabilización reduce los costos de energía al mejorar la eficiencia energética de las casas a la vez que se asegura la salud y seguridad de los residentes. Los jóvenes obtienen conocimientos prácticos, competencia en el trabajo y habilidades matemáticas.

Emprendimiento juvenil
Prepara a los jóvenes con habilidades relevantes de la vida y de los negocios necesarias para ser futuros emprendedores; habilidades que incluyen el establecimiento de metas, manejo del tiempo, ventas, comercialización, liderazgo y trabajo en equipo.

Puesto ambulante de River Java Coffee
Proporciona la oportunidad de aprender habilidades de prestar servicios a clientes, manejo de efectivo, y destrezas como barista. Está ubicado en el mercado Two Rivers de Albany.

Hortaliza de la Youth House
Proporciona a los jóvenes la oportunidad de aprender habilidades de horticultura y de mejorar sus conocimientos de las ciencias mediante el aprendizaje práctico, así como de desarrollar habilidades de comercialización y ventas en el mercado de granjeros o "bangus".

Educación alternativa

Centro de Oportunidades de Aprendizaje (LOC)

Proporciona educación y capacitación a jóvenes que desean mejorar sus habilidades. Se proporciona a jóvenes la mejora de habilidades básicas y capacitación específica al trabajo; se dirige a clientes que participan en capacitación de trabajo bajo la Ley de Inversión en la Fuerza Laboral (WIA). Cada LOC (Opciones en Albany, LOC de Lebanon, Youth House en Corvallis) es acreditado por el estado. Los estudiantes que sean recomendados por sus distritos escolares correspondientes pueden obtener créditos de preparatoria y avanzar hacia un diploma o certificado de GED.

-Preparación del GED - Habilidades básicas de lectura y matemáticas - Recuperación de créditos -Capacitación en habilidades básicas de computación.

Preparatoria Career Tech High School
Una escuela con contrato que goza de acreditación regional y que atiende a los estudiantes en el Condado de Lincoln mediante un programa cuidadosamente formulado que combina lo mejor de la educación tradicional con la educación basada en la tecnología. Visite nuestro sitio Web: www.caretech.us.

Santiam Wilderness Academy (SWA)
Un programa alternativo único de preparatoria que funciona en el Condado de Linn como parte de la red de programas del Oregon Youth Conservation Corps. Ofrece instrucción personalizada para cursos de estudio, experiencia de trabajo obtenida en nuestros bellos bosques de Oregon, y oportunidades de avanzar metas educativas y de carrera. Situado en Lebanon.



YouthBuild

Los participantes obtienen habilidades y experiencia de trabajo en la construcción al construir casas para familias de bajos ingresos. En el aula, los participantes se preparan para el certificado de GED o para obtener un diploma de preparatoria, reciben educación básica de alfabetización, o se preparan para una educación universitaria. Los participantes asumen un papel de liderazgo al formar parte de un comité de asesoría de jóvenes o en actividades voluntarias en la comunidad.

YouthBuild Situado en Lebanon.

"El Programa de Fuerza Laboral para jóvenes me ayudó a lograr mis metas y me presentó muchas oportunidades de avance personal y en mi carrera. Me hizo sentir que tenía gente de mi lado que quería que yo alcanzara el éxito."

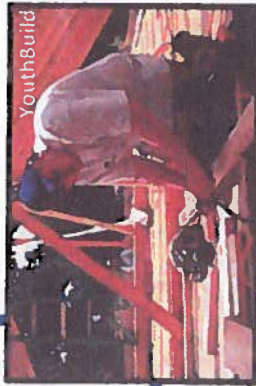
Chelsea, Participante en el Programa de Fuerza Laboral para jóvenes

Programa de vida independiente (ILP)

Los servicios del ILP están enfocados en apoyar a los jóvenes en custodia temporal con una familia, a convertirse en adultos independientes a través de apoyo educativo, oportunidades de empleo y capacitación en habilidades para la vida. El ILP se ofrece en los Condados de Linn, Benton and Lincoln en asociación con Departamento de Servicios Humanos.



Acquiriendo experiencia en el trabajo



YouthBuild

Beneficios claves para:

Los negocios que contratan a un joven
Crédito de impuestos por jóvenes que cumplen con los requisitos.
Todos los trámites, nómina y compensación del trabajador son realizados por el CSC.
Promedio de 120 horas de trabajo por joven.
Todos los jóvenes han pasado por Capacitación Previa al Empleo.

La comunidad
Involucra al joven en actividades productivas.
Incrementa las tasas de graduación de preparatoria.
Incrementa la inscripción en educación posterior a la preparatoria.
Genera una cultura de empleo.

Los jóvenes
Preparación para carreras de la vida real.
Visión de profesiones e industrias.
Oportunidad de ganar dinero y obtener experiencia.
Capacitación, asesoramiento y formación.
Y mucho más...

Para conocer más a fondo nuestros programas y requisitos para tener derecho, sírvase contactar la oficina regional del CSC más cercana a usted.

Visítenos en nuestro sitio Web:
www.communityservices.us

Exhibit P-14

- **EO Language**

employers in our region. The Board is a public/private partnership comprised of representatives from business, labor, education, economic development, state and local government, and community-based organizations.

The Board acts as an investor, convener, coordinator, and evaluator of the workforce system in Linn, Benton, and Lincoln counties. These actions contribute to creating a prosperous economy that enhances our region's quality of life.

The LBL WIB is a part of Community Services Consortium (CSC). CSC is one of 18 community action agencies in Oregon that deliver programs designed to combat poverty and its root causes. As part of a nationwide network of anti-poverty organizations, CSC joins in leading the way to educate and advocate for those in need in Linn, Benton and Lincoln counties. CSC is a public, nonprofit organization dedicated to ending poverty in Linn, Benton and Lincoln counties.



Google calendar

The Linn, Benton, Lincoln Workforce Investment Board is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities (TTY/TDD).

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National Career Readiness Certificate



Certified Work Ready Communities are endorsed based on National Career Readiness Certificate (NCRC) holders and the businesses that prefer the NCRC in hiring. The NCRC is a nationally recognized, skill-based certificate that measures competency in applied mathematics, reading for information, locating information, and essential workplace skills.

Certified Work Ready Communities



Linn, Benton, and Lincoln counties are working toward certification as a Work Ready Community, part of a statewide initiative to document the quality of our workforce and our region's ability to meet the skill needs of business.



Community Services Consortium is the community action agency helping the people of Linn, Benton and Lincoln Counties overcome the causes and conditions of poverty.

Workforce & Education Services

Basic Skills: ABE GED prep

Computer Workshop

Financial Literacy

Job Search Assistance

Job Search Workshop

Support Services

Training Plan Assistance

Vocational Training

- Less than 40 hrs.

JOBS Program (TANF recipients)

Services are free.

Funds based on availability.

Eligibility requirements may apply.

Equal Opportunity Program/Employer

Auxiliary aids & services available to persons with disabilities upon request.

Oregon Relay Number: 711

ADA accessible Facilities.

Se habla espanol

Workforce & Education

Community Services Consortium
WorkSource Oregon Partner

Albany Regional Office

250 Broadalbin SW, Suite 2A

Albany, OR 97321

Phone: (541) 928-6335

Fax: (541) 967-9307

Corvallis Regional Office

545 SW 2nd St., Suite A

Corvallis, OR 97333

Phone: (541) 752-1010

Fax: (541) 752-2348

Lebanon Regional Office

380 Market Street

Lebanon, OR 97355

Phone: (541) 451-1071

Fax: (541) 451-1367

Newport Regional Office

120 NE Avery / PO Box 928

Newport, OR 97365

Phone: (541) 265-8505

Fax: (541) 265-8507

www.communityservices.us



Helping People. Changing Lives



COMMUNITY
SERVICES
CONSORTIUM

Workforce and Education

Adult and Dislocated Worker
Program Guide



Helping People. Changing Lives



Staff Assisted — Self Learning

Resource Rooms and Computer Labs

SKILL ASSESSMENTS:

WIN Skills is structured to determine participants' skill level in reading for information, applied Mathematics and locating information.

TABLE assessment test is a basic skills locator for reading and math, and may also be used as a predictor for success on the GED.

CIS: the Career Information System assesses potential career field matches based on individual information.

CRC: The Career Readiness Certificate is an employee credentialing system that measures foundational job skills and support skills. The certificate verifies work readiness at varied skill levels and provides employers a way to identify job applicants with the most potential.

SKILLS REMEDIATION/BASIC SKILLS/GED:

WIN Skills tutorials are available for basic skills remediation or "skilling up". GED preparation and assistance with testing costs may also be provided in partnership with the community colleges.

VOCATIONAL/OCCUPATIONAL SKILLS

TRAINING:

CSC's Workforce & Education specialists work with participants to develop training plans to help them enter or enhance employment opportunities. Based on these plans, participants may be referred to advanced training. Some resources may be available to help with training costs.

CAREER GUIDANCE AND JOB PLACEMENT ASSISTANCE:

Workforce & Education specialists review the results of each participant's skills assessment, training plan, and career goals to identify career strategies and pathways. They provide a menu of training workshops and a staffed resource room is available to assist participants with their job search efforts.

Computer Lab Offerings

- **WIN Skills** (Basic Skills Assessment)
- **Math.com Skillwise**
- **Career Planning**
- **Managing Your Money**
- **Career Information System** (Career Assessment)
- **Food Handlers Card**

• AND MUCH MORE !

WORKSHOPS

General Job Seeker

- **Filling Out Applications**
- **Resumes: Target the Job**
- **Confident Interview Skills**
- **Creative Job Search & Networking**
- **Marketing Yourself**
- **Work Survival: Adapting to Job Loss and Life Changes**
- **Essential Skills for All Jobs**
- **Transferable Skills**
- **Using OLMIS (Oregon Labor Management System) and Work Source website.**
- **Spanish Language: Newport only**
- **Element K Online Courses**

Computers for Beginners

- **Mouse Aerobics**
- **Internet Navigation**
- **Typing Skills**

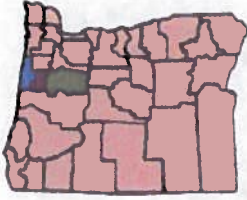
Microsoft Programs

- **Word, Excel, Power Point and Publisher**



Exhibit P-15

- **POLICY: WIA Grievance Policy and Procedures**



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



POLICY
WIA Grievance Policy and Procedures

Date: May 6, 2010

Subject: WIA Grievance Policy and Procedures

Purpose:

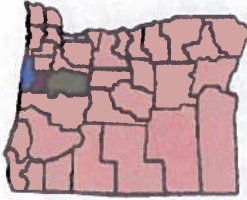
These program procedures implement the Linn, Benton, Lincoln Workforce Investment Board's Grievance Policy. The procedures and accompanying forms will be used by all recipients of WIA Title IB financial assistance when processing a complaint that alleges a violation of the Workforce Investment Act (WIA or "the Act"), regulations, grant, or other agreements administered under the Act, terms and conditions of employment, or discrimination.

Reference:

- Public Law 105-220 (Workforce Investment Act), Section 181 & 188
- Americans with Disabilities Act of 1990, Title II, Subpart A
- Age Discrimination Act of 1975, as amended
- Section 504 of the Rehabilitation Act of 1973
- Title IX of the Education Amendments of 1972
- Titles VI and VII of the Civil Rights Act of 1964, as amended
- 20 CFR Part 667.275, Subpart F 667.600 - 650
- 29 CFR Parts 31, 32, 34 and 37
- Oregon Administrative Rule (OAR) 151-010-0015
- Oregon Administrative Rule (OAR) 151-010-0020
- Oregon Administrative Rule (OAR) 151-020-0042
- Oregon Administrative Rule (OAR) 151-020-0045
- Oregon Revised Statutes (ORS) 183.502 Alternative Disputes Resolution
- Oregon Revised Statutes (ORS) Chapter 36 Mediation and Arbitration
- State Workforce Investment Act (Grievance) Policy No. 589-40.3

Background:

Through federal and state law, regulation and policy, recipients of WIA funds are required to maintain a process for the resolution of non-criminal complaints that relate to terms and conditions of employment or allegation of a violation of the WIA regulations, grant or other agreement under the Act, and are also required to maintain a process for resolving complaints involving allegations of criminal conduct or known or suspected fraud and/or abuse. In addition, recipients of WIA funds are also required to comply with nondiscrimination and equal opportunity provisions that prohibit discrimination on the grounds of race, color,



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



religion, sex, national origin, age disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in a WIA-Title-IB-financially-assisted program or activity. These program procedures provide operational guidance for: grievance procedure requirements for recipients and beneficiaries of WIA Title IB funding established under section 181 (c) of the WIA and 20 CFR 667.600-650, subpart F, as well as Oregon Administrative Rule 151-020-0042; and for the implementation of the nondiscrimination and equal opportunity provisions specified in Section 188 of WIA and 29 CFR Part 37, and the state of Oregon Methods of Administration.

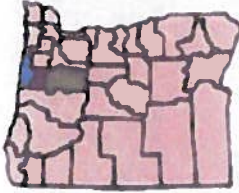
The Linn, Benton, Lincoln Workforce Investment Board and its Service Providers value customer service and customer satisfaction and prefer that dissatisfaction and complaints are resolved amicably as close to the point of service delivery as possible. Whenever possible, all parties are encouraged to use the Alternative Disputes Resolution (ADR) process (see II.F.4 in the Methods of Administration). When this is not possible, written complaints including those related to discrimination or involving criminal conduct are to be processed following these program procedures.

The Methods of Administration:

1. Provide guidelines for the resolution of grievances or complaints related to nondiscrimination and equal rights provisions of WIA IB.
2. Designate the Regional Equal Opportunity (EO) Officer and an Equal Opportunity Coordinator.
3. Establish requirements for each Service Provider operating within the Region 4 WorkSource center for assuring:
 - a. Designation of an EO Coordinator, in compliance with the state of Oregon Methods of Administration (MOA) using the Equal Opportunity and Grievance Officer Designation (Methods of Administration Comment(s)/Concern(s) Process).
 - b. The EO Coordinator provides notification to the Regional EO Officer immediately upon the receipt of any complaint related to the provision of WIA IB services or services provided through a WorkSource center that is a recipient or beneficiary of WIA IB funding; and,
 - c. Each WorkSource center or affiliated WorkSource site within the region that is a recipient or beneficiary of WIA IB funding has established a written process assuring that grievances related to WIA IB or non-WIA IB programs or services are referred to the appropriate program for resolution.

Policy:

Written complaint procedures shall be furnished to every applicant of WIA IB services. Reasonable efforts will be made to assure that complaint procedures are understood by participants, individuals, and recipients of federal assistance under WIA Title IB. The written complaint procedure will include notice that the complainant and respondent have the right to be represented by an attorney or other individual of his or her own choice. With the exception of



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



discrimination complaints, all other complaints must be filed within one year (365 days) from the date of the alleged occurrence. Discrimination complaints must be filed within one half year (180 days) from the date of the alleged act of discrimination unless the time is extended by the Assistant Secretary of the Department of Labor for good cause.

All references to days shall be defined as calendar days. The thirty (30)-day clock to a formal hearing or initial determination, and the sixty (60)-day clock to a final determination, begin the day a complaint is received by either the EO Coordinator or the Regional EO Officer. Time lines may be extended if good cause is shown, and if both the complainant and respondent parties agree in writing to waive the timelines.

A complaint may be withdrawn by the complainant at any time. Such a withdrawal must be in writing.

Inquiries:

Inquiries should be addressed to the Equal Opportunity Coordinator.

Clay Martin
Community Services Consortium
545 SW 2nd Street, Suite A
Corvallis, OR 97333
541-758-2615

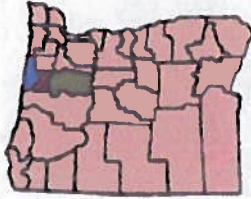
Attachments:

Methods of Administration
Comment(s)/Concern(s) Form
Understanding Your Rights Declaration



Carolyn Gardner, Chair

24 May 2010
Date



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



METHODS OF ADMINISTRATION

Workforce Investment Act Section 188: Nondiscrimination (29USC 2938)

Title IB Programs

Purpose:

The purpose of the Methods of Administration is to provide a reasonable guarantee of Oregon's compliance with the Americans with Disability Act, section 504 of the Rehabilitation Act of 1973, Section 188 of the Workforce Investment Act of 1998, and 29 CFR Part 37 as the state implements and executes the Workforce Investment Act of 1998, as amended. The MOA is supported by the Governor's Executive Order EO-96-38, regarding affirmative action and equal opportunity for Oregonians. The MOA applies to (1) any recipient and (2) programs and activities that are part of the WorkSource delivery system and that are operated by WorkSource partners listed in section 121(b) of the Workforce Investment Act. The MOA is equally applicable to all contractors, vendors, grantees, agents, recipients and providers of services funded in whole or part with federal funds.

Designation of Equal Opportunity Coordinator(s) and Regional Officer:

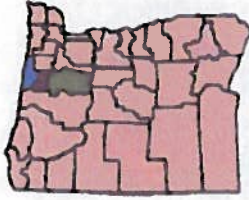
The State Equal Opportunity Officer (EEO) for the purposes of the MOA resides in the Oregon Employment Department. The State EEO reports to the Director of the Oregon Employment Department who serves in the Governor's Cabinet. Local Workforce Investment Boards are responsible for designating a local Equal Opportunity Coordinator(s) (EOC) and a Regional Equal Opportunity Officer to assure compliance with the Methods of Administration.

Equal Opportunity Coordinator:

Clay Martin, Workforce & Education Director
Community Services Consortium
545 SW 2nd Street, Suite A
Corvallis, OR 97333
541-758-2615

Regional Equal Opportunity Officer:

Melissa Vigil, Human Resources Director
Community Services Consortium
545 SW 2nd Street, Suite A
Corvallis, OR 97333
541-758-2757



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



Responsibilities:

The primary partnership in resolving complaints under the MOA is between the Regional EOO and the EOC at the WorkSource Centers.

The Equal Opportunity Coordinator is responsible for carrying out the following duties:

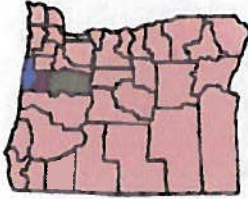
1. Receiving and processing complaints based on prohibited grounds of discrimination.
2. Providing notification to the Regional EO Officer immediately upon the receipt of any complaint related to the provision of WIA IB services or services provided through a WorkSource center that is a recipient or beneficiary of the WIA IB funding.
3. Providing information about non-discrimination and equal opportunity laws and the complaint process to agency staff, beneficiaries and interested members of the public on request.
4. Developing and providing compliance reports for review by the state Equal Opportunity Officer (EEO), who submits compliance reports to the U.S. Department of Labor Civil Rights Commission.
5. Ensuring compliance with the MOA by all of its staff and sub-recipients.
6. Monitoring and reporting required data elements to the state EOO.
7. Conducting internal self-evaluations of performance in compliance with the MOA and under the guidance of the state EOO.

Comment(s)/Concern(s) Process:

In compliance with the Methods of Administration, a Comment(s)/Concern(s) Form has been developed for the use by all partner staff as a first step for reporting potential complaints. The form shall be used at all partner agency locations that provide services or receive funding under Title IB of The Workforce Investment Act.

Steps for using Comment(s)/Concern(s) Form:

1. A customer has a comment/concern that he/she would like to express.
2. Staff addresses and resolves concern immediately, if appropriate.
3. If concern is not resolved, and the customer wishes to take the concern further, staff gives the customer the Comment(s)/Concern(s) Form to complete, sign and date.
4. Staff informs customer that his/her concern will be forwarded to the Equal Opportunity Coordinator and that he/she will be contacted within seven (7) working days from receipt of the form by the Equal Opportunity Coordinator.
5. Within 24 hours staff delivers (hard copy, fax, or email) completed Comment(s)/Concern(s) Form to Equal Opportunity Coordinator.
6. The Equal Opportunity Coordinator assigns to appropriate agency to resolve according to their resolution process (including if elevated to the state level).



**Linn, Benton, Lincoln
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Linn, Benton, and Lincoln Counties



- A copy of the Comment(s)/Concern(s) Form will be delivered (hard copy, fax, or email) to the appropriate agency.
7. The agency handling the concern will report status of the concern to the Linn, Benton Lincoln Workforce Investment Board's Equal Opportunity Coordinator by completing the "Staff Use Only" section of the Comment(s)/Concern(s) Form and delivering (hard copy, fax, or email) the form back to the Linn, Benton, Lincoln Workforce Investment Board Equal Opportunity Coordinator.

NOTE: A customer can receive staff assistance in completing the Comment(s)/Concern(s) Form if needed or desired by the customer.

NOTE: All Comment(s)/Concern(s) Forms are to be delivered to the Equal Opportunity Coordinator whether resolved or not.

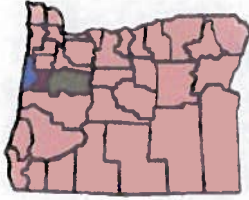
If you have any questions regarding this process, please contact the Equal Opportunity Coordinator.

I. NON-CRIMINAL COMPLAINTS EXCLUDING DISCRIMINATION

The procedures described below apply to all non-criminal WIA IB complaints filed against the Linn, Benton, Lincoln Workforce Investment Board or its regional WorkSource Service Providers. The Regional EO Officer will coordinate and assist in the resolution of all WIA, noncriminal complaints.

A. Filing Requirements

1. The complainant must file the complaint with the Equal Opportunity Coordinator, who will provide a copy to the Regional EO Officer. The complaint shall be submitted on the Linn, Benton, Lincoln Workforce Investment Board's, Workforce Investment Act, Comment(s)/Concern(s) Form provided for this purpose.
2. The local EO Coordinator will determine if the complaint relates to discrimination, a violation or alleged violation of Title IB of the WIA, regulations, grant, or other agreements under the Act, or to terms and conditions of employment, or is more appropriately referred to another program or organization offering services through the WorkSource System.
3. The local EO Coordinator will contact the complainant within five (5) days of the receipt of the complaint to discuss the nature of the complaint. Within ten (10) days of the filing of the complaint, the EO Coordinator will attempt to resolve the matter.
4. The complainant will be notified in writing of the determination of the complaint within fifteen (15) days of the filing of the complaint. As appropriate, notification will include the referral of the complaint to the



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



appropriate non-WIA IB program or organization offering services through the WorkSource system.

B. Processing of Complaints

1. Complaints Not Involving a Violation or Alleged Violation of the WIA Act

Within ten (10) days of the filing of a complaint, the EO Coordinator will attempt to resolve the matter informally with the complainant and respondent. If the complaint is related to employment, the complainant will be given the opportunity to be heard by a party other than the complainant's direct supervisor.

Within ten (10) days after this meeting to clarify issues and early efforts at informal resolution, a written summary of the meeting and its outcomes will be provided to the complainant, respondent, and Regional EO Officer by the EO Coordinator. The summary shall include the:

- a. Filing date of the complaint;
- b. Date of informal meeting to clarify or resolve the complaint;
- c. Determination of the nature of the complaint;
- d. Summary of the process used to investigate the complaint;
- e. Findings regarding the complaint, including the names and contact information for the parties involved;
- f. Proposed resolution of the complaint;
- g. Signed receipt or statement that a copy of the complaint process was transmitted to the complainant; and,
- h. Date and method of transmittal of the summary to the complainant.

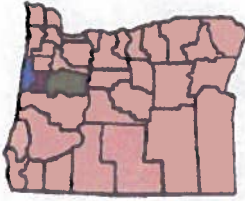
2. Recourse Available to the Complainant Under the Informal Resolution Process

After completing the above process, if the complainant is dissatisfied with the proposed resolution, the complainant may request in writing that the complaint be reviewed by the Regional EO Officer. A written request for review must be submitted to the Regional EO Officer within ten (10) days of the date of transmittal of the summary to the complainant.

Upon a request to review, the Regional EO Officer will review information related to the complaint, investigate further as warranted, and determine whether the informal resolution process was followed and that rules and regulations were properly interpreted.

Within thirty (30) days of the receipt of the request for review the complainant and the EO Coordinator will be notified of the Regional EO Officer's decision.

If it is determined that a non-criminal violation of the WIA, regulations, grant, or other agreement under the Act has occurred, the Regional EO Officer will notify the complainant and the EO Coordinator of this and will process the complaint through the procedure outlined below. If there was not a violation of



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the WIA, regulations, grant, or other agreement under the Act, and there were no improprieties in the informal resolution process the decision of the EO Coordinator is final.

3. Complaints Alleging Non-Criminal Violation of the WIA or Regulations

If it is decided that the complaint does relate to a non-criminal violation or alleged violation of the Act, regulations, grant, or other agreement under the Act, the parties to the complaint are afforded the opportunity to informally resolve the matter. Both parties may agree, in writing, to waive the thirty (30) day timeline for formal hearing and sixty (60) day time line for a decision in order to attempt to resolve this matter informally. Regional EO Officer will be notified in writing of the decision to waive the timeline and will be provided signed copies of the parties' agreement. The EO Coordinator will then begin informal resolution efforts and investigations. All efforts will be reported in writing.

The EO Coordinator will set a date for an informal resolution and issues clarification meeting within ten (10) days of the receipt of the complaint. Within ten (10) days of the completion of informal resolution, the EO Coordinator will provide a written summary and decision of the meeting to the Regional EO Officer, the complainant, and the respondent.

4. Requesting and Scheduling a Formal Hearing

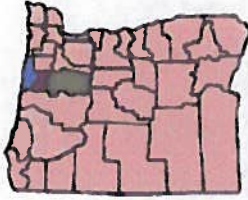
If dissatisfied with the results of the informal resolution meeting, the complainant may request a formal hearing. Such requests must be made in writing and, if no informal resolution was attempted, within twenty-five (25) days of the date of filing of the complaint. The request for hearing should be directed to the Regional EO Officer. The complaint may be amended, in writing, at any time within ten (10) days before the formal hearing.

The Regional EO Officer will schedule the formal hearing within thirty (30) days from the receipt of the complaint, notify the complainant in writing of the hearing date, time and place, unless the parties have agreed, in writing, to waive this time line.

5. Hearing Officer

Upon receipt of a request for a formal hearing, the Regional EO Officer shall designate a Hearing Officer. The complainant or respondent may request a

different Hearing Officer be appointed. The request for a change in Hearing Officer must be filed within five (5) days after parties received notification of the hearing schedule and the designation of the Hearing Officer. No party shall be permitted to make more than one (1) claim of partiality in any one complaint, and only one request for designation of an alternate Hearing Officer may be



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made by either party for each complaint. In such a case all timelines shall automatically be extended ten (10) days.

6. Conducting the Formal Hearing

The Hearing Officer coordinates the formal hearing. Both parties shall be provided an opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel. The hearing shall be taped, and a record, including all exhibits, shall be maintained. The complainant may withdraw the complaint in writing at any time. The Hearing Officer shall provide to all parties a written recommendation, defining issues, facts, and suggested resolution. If the complainant or representative does not appear for the hearing, the complaint may be dismissed or the Hearing Officer may rule on the evidence presented.

7. Decision by the Linn, Benton, Lincoln Workforce Investment Board Director

The Linn, Benton, Lincoln Workforce Investment Board Director shall consider the complaint, informal resolution efforts, and the Hearing Officer's recommendation. The Director shall then issue a written decision defining issues, facts, and resolution and forward a copy of the decision to each party. The decision shall include notice that the complainant has the right to request that the State review the decision. The decision shall be made no later than sixty (60) days after the filing of a complaint, unless extended upon a showing of good cause and upon agreement by both parties, in writing, to waive the timelines.

8. Recourse Available to the Complainant Under the Formal Resolution Process

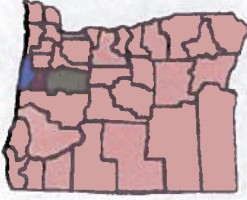
If the complainant receives an unsatisfactory decision or if the Linn, Benton, Lincoln Workforce Investment Board fails to issue a decision within the prescribed timelines, unless the timelines have been waived, the complainant or respondent may request a review by the State.

9. State Review

The request for State review of the decision must be submitted on behalf of the complainant or respondent within ten (10) days of the decision of the Linn, Benton, Lincoln Workforce Investment Board Director to:

State Grievance Coordinator
Oregon Department of Community Colleges and Workforce Development (CCWD)
255 Capitol Street NE
Salem, OR 97310

Or, in the absence of a decision, within fifteen (15) days from the date the



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complainant should have received a decision.

The State may request all necessary information, including, but not limited to the following:

- Copy of the written complaint/grievance
- Synopsis of the informal resolution efforts
- Tapes of and exhibits from the hearing
- Hearing Officer's recommendation
- Linn, Benton, Lincoln Workforce Investment Board Director's decision.

The CCWD will review the complaint within ten (10) days of receipt of the request for review to ensure that the hearing process was followed and that any regulations were correctly interpreted. For purposes of the review, the Linn, Benton, Lincoln Workforce Investment Board's factual determination will be accepted. If the record contains enough information to render a decision, CCWD will issue a final decision within thirty (30) days of receipt of the request for review as to whether the process was followed and whether a material regulation or legal requirement was incorrectly or inadequately interpreted.

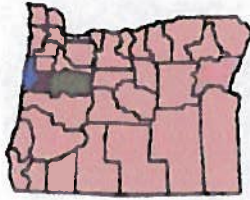
If the hearing was in accordance with the hearing procedure, and the material regulations were correctly interpreted, CCWD shall issue a final written decision to all parties affirming Linn, Benton, Lincoln Workforce Investment Board's decision.

If within ten (10) days of receipt of the request for review CCWD finds any evidence of an irregularity in the hearing process, or determines that a material regulation was incorrectly or inadequately interpreted and additional information is needed to render a final decision, the Linn, Benton, Lincoln Workforce Investment Board will be given fifteen (15) days to gather and provide CCWD the additional information. Such requirement for additional information will include any necessary instructions. CCWD will review the additional information and issue a final decision to all parties within thirty (30) days of receipt of the request to review, either affirming or denying Linn, Benton, Lincoln Workforce Investment Board's decision.

10. Recourse Available to the Claimant After State Review Process

If the State does not complete a review within thirty (30) days of receipt of request, the complainant or respondent may request a review with the Secretary of Labor within sixty (60) days from the original review completion date (see 20 CFR 667.610).

If either party has received an adverse decision from the State they may appeal



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to the Secretary of Labor within one hundred twenty (120) days from the date of filing of the complaint with the State, or the filing of the appeal of a local complaint with the State (See 20 CFR 667.610).

All appeals must be submitted by certified mail, return receipt requested, and addressed to:

Secretary of Labor
U. S. Department of Labor
Washington, D.C. 20210
Attention: ASET

A copy of the appeal must be simultaneously provided to the opposing party and to the Employment and Training Administration Regional Administrator addressed as follows:

Regional Administrator
Employment and Training Administration
U. S. Department of Labor
71 Stevenson Street, 8th Floor
San Francisco, CA 94119

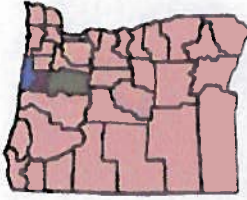
II. PROCEDURE FOR DISCRIMINATION COMPLAINTS

Complaints alleging violation of the equal employment opportunity and nondiscrimination provision of the Workforce Investment Act and implementing regulations will follow the State of Oregon Methods of Administration (MOA), and will be processed in such a manner as to assure accurate and timely communication among the CCWD, Regional Equal Opportunity Officer and the Equal Opportunity Coordinator.

The complaint may be filed either with the WorkSource site, Regional EO Officer, Equal Opportunity Coordinator, CCWD EO Officer, State of Oregon EO Officer, or directly with the Director of the U.S. Department of Labor Civil Rights Center (CRC). In order to provide for prompt and informal resolution, any complainant alleging violation of

the equal employment opportunity or nondiscrimination provisions of the WIA relating to a Service Provider of the Linn, Benton, Lincoln Workforce Investment Board or an affiliate is encouraged to file the complaint directly with that agency or with the Regional EO Officer.

To the extent possible, complaints will be resolved amicably as close to the point of service as possible. The complainant has the option of resolving the complaint through the Alternative Disputes Resolution (ADR) process (see II.F.4 below).



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A. Notification and Responsibilities in the Receipt of a Complaint

Notification and communication requirements are in place to assure that all appropriate parties are notified of an EO complaint. These procedures call for:

1. All complaints received by the CCWD EO Officer and referred to the Equal Opportunity Coordinator for resolution will be referred through the Regional EO officer.
2. The EO Coordinator receiving a complaint directly from a complainant, a WorkSource site, or a referral directly from the CCWD EO Officer is responsible for notifying the Regional EO Officer of the complaint.
3. A WorkSource site receiving a complaint directly from a complainant is responsible for notifying the EO Coordinator by following the Comment(s)/Concern(s) Process.
4. Complaints filed with the Regional EO Officer will be referred to the EO Coordinator for resolution. In cases where a potential conflict of interest may exist, the Regional EO Officer may be asked to assist in the resolution of the complaint.
5. When a complaint is filed against a partner in a WorkSource setting, the EO Coordinator must notify all co-located partners. The EO Coordinator is responsible for notifying the Regional EO Officer that a complaint has been received and the basis for the complaint without revealing confidential information. The Regional EO Officer is responsible for notifying the Linn, Benton, Lincoln Workforce Investment Board Director and Chair of the Board of the complaint.

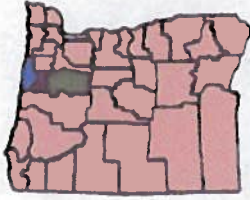
B. Complaint Processing Procedures

The complaint process is defined in considerable detail in the body of the MOA, which recipients are required to sign as a condition of compliance. Recipients must comply with the procedures defined in the State of Oregon MOA in the event a complaint is filed against a WIA financially assisted program or activity on the basis of prohibited grounds of discrimination or lack of equal opportunity. All other complaints filed in WorkSource settings on the basis of grounds not described herein, such as food stamp eligibility, are not subject to this complaint procedure and

are resolved by the state partner agencies using their own established complaint processes. Most federal contractors have complaint processing procedures that meet federal standards and must assure that their subcontractors also comply with federal standards.

C. Basis for a Complaint

1. Complaints may be filed under the MOA on the basis of alleged discrimination on the basis of race, color, national origin, religion, sex, age, disability, political affiliation or belief, and for beneficiaries only, citizenship and WIA Title



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- I participation; and,
2. Complaints may be filed under the MOA if an individual believes they have been intimidated, retaliated against, threatened or coerced because they have:
 - a. Filed a complaint under WIA Section 188;
 - b. Opposed a practice prohibited by the non-discrimination and equal opportunity provisions of WIA;
 - c. Furnished information to, or assisted or participated in any manner, an investigation, review, hearing, or any other activity related to the provisions under 29 CFR 37; or
 - d. Exercised any rights and privileges under WIA Section 188.

D. Elements of the Complaint Process

The complaint process includes five general elements:

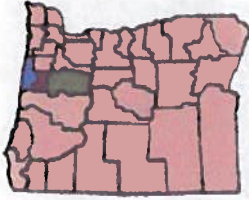
1. Jurisdiction;
2. Methods of resolution or disposition;
3. Notice of final disposition;
4. Processing time-frames; and,
5. Recordkeeping.

At the service level, the EO Coordinator and Regional EO Officer oversees the complaint process, which may progress to the State CCWD EO Officer (in the case of WIA IB funds) or to the recipient's state agency EO Officer (in the case of non-WIA IB funds) and on to DOL's CRC through the statewide EO Officer. When a complaint is filed against a partner in a WorkSource setting, the EO Coordinator must notify all co-located partners and the Regional EO Officer a complaint has been received and the basis for the complaint without revealing confidential information.

E. Who May File Complaints and When

1. Complaints may be filed by:
 - a. Applicant/registrant for aid, benefits, services or training, eligible applicants/registrants, participants; or
 - b. Employees; applicants for employment; or
 - c. Eligible service providers and service providers that may be attributed a characteristic protected under the WIA.
2. Generally, there are three types of complaints:
 - a. Individuals filing on their own behalf;
 - b. Individuals or a group filing on a class basis; or,
 - c. A third party complaint authorized by the complainant in writing.

All complaints must be submitted in writing within 180 days of the alleged incident, and must contain standard information as described in 29 CFR 37.73 as printed in the Department of Labor's Civil Rights Center's (CRC) Complaint Information



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Form. However, for good cause shown, the Directorate of the CRC may extend the filing time. The Linn, Benton, Lincoln Workforce Investment Board's, Workforce Investment Act Comment(s)/Concern(s) Form is provided to all Service Providers for this purpose.

The time period for filing is for the administrative convenience of CRC, and does not create a defense for the respondent.

F. The Complaint Process

1. Receipt of a Complaint

On receipt, the EO Coordinator and Regional EO Officer review the complaint for:

- Jurisdiction;
- Timeliness; and the
- Basis of the complaint.

a. Jurisdiction

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

- That the individual making the complaint believes that he/she, or any class of individuals, has been subjected to discrimination on a basis prohibited by Workforce Investment Act Section 188 and/or 29 CFR 37.
- That the individual or entity against which the complaint is filed receives financial assistance under the Workforce Investment Act (refer to 29 CFR Part 37.4 for definitions of recipient, etc.);

b. Timeliness

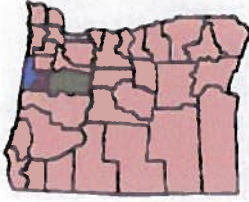
The written complaint is filed within 180 days of the alleged discriminatory act. If received later than 180 days from when the discriminatory action took place, the office may close the complaint as being untimely (The Director, Civil Rights Center may extend the filing time if good cause is shown); and

c. Basis for the Complaint

That the complaint is filed in writing, is signed by the complainant or their authorized representative, contains the complainant's name and address (or gives other specific means of contact), identifies the respondent, and describes the complainant's allegations in sufficient detail to allow the recipient to determine if the complaint has merit.

d. The written complaint must contain the following information:

- The complainant's name and address (or other means of contact);
- The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination);
- A description of the complainant's allegations. This description



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must include enough detail to allow the Director of the recipient, as applicable, to decide whether:

- USDOL CRC or the recipient, as applicable, has jurisdiction over the complaint;
 - The complaint was filed in time; and
 - The complainant has apparent merit; in other words, whether the complainant's allegations, if true, would violate any of the nondiscrimination and equal opportunity provisions of WIA or this part; and the complainant's signature or the signature of the complainant's authorized representative.
- The Linn, Benton, Lincoln Workforce Investment Board's Workforce Investment Act Comment(s)/Concern(s) Form is provided for this purpose and meets the above standards.

2. Written Notification

Immediately upon receipt of a written complaint the EO Coordinator must send written notice to the complainant. This written notice must contain:

- A complaint process timeline, including that written Notice of Final Action is due 90 days after the complaint is filed;
- References to ADR options;
- Option of direct filing with USDOL CRC; and
- An acknowledgment that the recipient has received the complaint.

The complaint must be entered in the Equal Opportunity Discrimination Complaint Log and a copy of the written complaint must be forwarded to the Regional EO Officer within 5 days of the filing of the written complaint. The EO Coordinator logging the complaint also notifies other state recipient

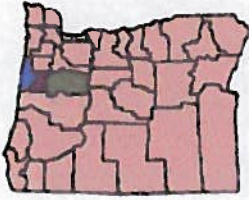
partners in the WorkSource and other required parties that a complaint has been filed against a specific recipient, and the alleged basis for the complaint.

The EO Coordinator investigates and prepares the Initial Response within 20 days. The Initial Response must contain a statement of the issue(s), including a list of the issues raised in the complaint, and for each such issue, a statement whether the recipient will accept the issue for investigation or reject the issue, and the reasons for each rejection.

3. Notice of Lack of Jurisdiction

The EO Coordinator will notify the complainant in writing immediately, if it is determined that:

- There is no jurisdiction, or multi-jurisdiction. In such cases, the



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complainant must be notified immediately in writing of the reason(s), noting the right to file a complaint with the CRC within 30 days of the date on which the complainant receives the notice. Lack of jurisdiction may be based upon untimely filing of a complaint that is filed more than 180 days from the alleged incident. Should the complainant appeal a decision based on late filing with the CRC, the complainant has the burden of proving to the Directorate of the CRC that the time limit should be extended as described at 29 CFR 37.81.

- The complaint falls outside the scope of the State of Oregon MOA. In such cases the complainant will be referred to the recipient assigned jurisdiction and the complaint will be processed through the appropriate complaint process.

The written Notice of Lack of Jurisdiction must include:

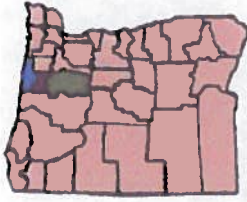
- A statement of the reasons for that determination;
- Notice that the complainant has a right to file a complaint with USDOL CRC within 30 days of the date on which the complainant receives the Notice. If the complaint that does not involve a recipient as defined under 29 CFR Part 37.4, the EO Coordinator will assist the complainant in forwarding the complaint to the most appropriate agency for resolution; and,
- Referral, as appropriate, to the recipient agency with jurisdiction over the complaint.

4. **Alternative Dispute Resolution (ADR)**

It is the policy of the State that Alternative Dispute Resolution programs exist in every state agency, for use internally and with external customers. In addition, Oregon Revised Statutes Chapter 36, Mediation and Arbitration,

state that it is the intent of the State to foster the development of community based programs to assist citizens in resolving disputes and developing skills in conflict resolution. To facilitate this intent, the Oregon Dispute Resolution Commission operates a clearinghouse to point disputants toward ADR resources. ADR activities are authorized at Oregon Revised Statutes 183.502. The ODRC website can be found at: www.odrc.state.or.us

EO Coordinator are trained on the elements of ADR and all WorkSource sites have been encouraged to identify and use local ADR resources. The Service Provider EO Coordinator will attempt to initiate the ADR process with the complainant and contact the state/recipient agency EO Coordinator if necessary. The complainant must be offered ADR immediately upon receipt of the complaint. The choice whether to use ADR rests with the complainant; the preferred form of ADR is mediation.



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Mediation is a voluntary process during which a neutral third party assists both parties (complainant and respondent) to communicate their concerns and come to an agreement about how to resolve a dispute. The mediator does not make decisions, rule as to who is right or wrong, take sides or advocate for one side or the other. The role of the mediator is to help with communication so the parties can reach an understanding about how to best resolve their differences. As the law allows, mediation proceedings and the information shared are confidential and no information divulged during this mediation may be used in court or any legal or administrative proceedings.

If ADR fails, the complaint will be processed through the recipient's standard complaint resolution process. A party to any agreement reached under ADR may file a complaint with the Director, USDOL CRC in the event the agreement is breached. In such circumstances, the following rules will apply:

- The non-breaching party may file a complaint with the Director, USDOL CRC within 30 days of the date on which the non-breaching party learns of the alleged breach;
- The Director, USDOL CRC must evaluate the circumstances to determine whether the agreement has been breached. If he or she determines that the agreement has been breached, the complainant may file a complaint with USDOL CRC based upon his/her original allegation(s), and the Director will waive the time deadline for filing such a complaint.

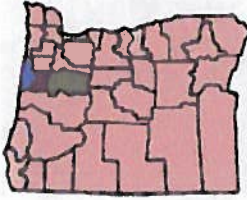
If the parties do not reach an agreement under ADR, the complainant may file a complaint with the Director, Civil Rights Center.

5. Fact Finding/Investigation

The EO Coordinator has 30 days in which to resolve the complaint. During this time the EO Coordinator should gather all available information relating to the alleged discriminatory actions. At a minimum this fact finding should include:

- Discussion with the complainant to identify the elements of the complaint;
- Interviews with witnesses or others who have knowledge of the issue involved;
- Review of written and electronic files and records which pertain to the complainant and the alleged discrimination; and
- Interviews with the person(s) accused of the act (the respondent).

The investigator should take extensive notes during this process to assure nothing is missed and to help with the resolution of the complaint.



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6. Initial Response

The EO Coordinator has up to 20 days from receipt of the complaint to investigate and prepare and issue the Initial Response, which includes acknowledgment that:

- The recipient has received the complaint;
- The complainant has the right to be represented in the complaint process;
- A statement of issues accepted or denied and reasons for denial; and,
- Other required elements specified at 29 CFR 37.70 et seq.

Following the Initial Response, the EO Coordinator continues to investigate and attempts to resolve the complaint for up to 20 additional days.

7. Notice of Final Action

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

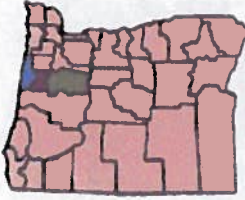
- The recipient's decision on the issue and an explanation of the reasons underlying the decision, or a description of the way the parties resolved the issue; and
- Notice that the complainant has a right to file a complaint with USDOL CRC within 30 days of the date on which the Notice of Final Action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

The EO Coordinator prepares a draft Notice of Final Action for review by the statewide EO Officer residing at the Oregon Employment Department. The

statewide EO Officer takes up to 30 days to provide technical support to those preparing the Final Notice to assure that it contains the required elements per CFR, before the Service Provider EO Coordinator returns the Final Notice to the complainant. The written Final Notice explains for each issue raised:

- The recipient's decision and basis for it; or a description of the way the parties resolved the issue; and
- Appeal rights.

The Statewide EO Officer logs the complaint, informs the Governor and USDOL CRC of its resolution, and recommends to the Governor or Governor's representative corrective action and/or sanctions that may be needed to cure the complainant. If corrective actions are required, the Statewide EO Officer monitors them and reports to the Governor and USDOL CRC on their satisfactory completion, within the remaining 20 days remaining in the 90-day complaint process.



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The Final Notice is due 90 days from the date of initial filing of the complaint. If the complainant is dissatisfied with the Final Notice, or there is no Final Notice issued, the complainant must wait an additional 30 days from the issue of the Final Notice, or the date the Final Notice was due, before filing a complaint with USDOL CRC.

8. Resolution

Resolution means that legitimate complaints (those complaints with merit) are resolved to the satisfaction of the complainant. If the complaint is determined not to have merit, the complainant must be notified immediately as explained under II.F.3. Notice of Lack of Jurisdiction above.

If the EO Coordinator is unable to reach resolution within 30 days the complaint and all information gathered during the local-level investigation must be passed to the Regional EO Officer responsible for resolution.

An extension may be requested by the EO Coordinator, with the permission of the Regional EO Officer, to facilitate resolution. Resolution may include such actions as:

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

a. Due Process

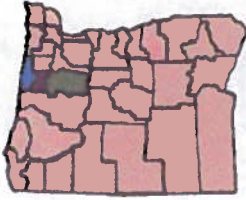
During the process of attempting to come to resolution of the complaint, the EO Coordinator (and Regional EO Officer in cases where the complaint is passed on after unsuccessfully reaching resolution) shall assure that all parties involved are given due process. These due process elements include:

- Notice to all parties of the specific charges;
- Notice to all parties of the responses to the allegations;
- The right of both parties to representation;
- The right of each party to present evidence, and to question others who present evidence; and
- A decision made strictly on the evidence on the record.

b. Determinations

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

- Determine whether there is reasonable cause to believe that the



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respondent has violated the nondiscrimination and equal opportunity provisions of WIA or 29 CFR Part 37; and

- Notify the complainant and respondent, in writing, of that determination.

i. Violation Found

If the investigating authority finds reasonable cause to believe that the respondent has violated the nondiscrimination and equal opportunity provisions of WIA or 29 CFR Part 37, an Initial Determination must be issued. The Initial Determination must include:

- The specific findings of the investigation;
- The corrective or remedial action that the Governor's Office and Statewide EO Officer proposes to the respondent, under I.B.9 of this MOA and 29 CFR Part 37.94;
- The time by which the respondent must complete the corrective or remedial action;
- Whether it will be necessary for the respondent to enter into a written agreement under I.B.9 of this MOA and 29 CFR Part 37.95 and 37.96; and
- The opportunity to engage in voluntary compliance negotiations.

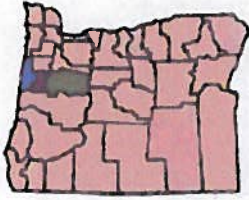
ii. Violation Not Found

If the investigating authority determines that there is no reasonable cause to believe that a violation has taken place, a Final Determination must be issued. The Final Determination represents the Governor's Office and Statewide EO Officer's final action on the complaint. The Final Determination must:

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

c. Corrective Actions

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



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is described in Element Nine of the State of Oregon MOA.

G. Record Maintenance

EO Officers shall maintain records regarding complaints and actions taken for at least three years. Such records shall be maintained in a secure area and made available only to those with authorization. The complaint and any information gathered during the investigation may not be discussed or revealed to anyone not legitimately entitled to access (29 CFR 37.41). Investigators from the USDOL CRC will have access to any information collected by each recipient as outlined in 29 CFR 37.40.

General Guidelines for Allegations of Criminal Fraud and/or Abuse: Information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately.

A. Notification through State Department of Community Colleges and Workforce Development

The Policy of the State Department of Community Colleges and Workforce Development (CCWD) is that "all incidents of suspected criminal activity shall be reported through the State CCWD to the Regional Office of Inspector General (OIG) and the Regional Administrator of the United States Department of Labor (DOL). CCWD will manage the investigation and resolution process to assure reported incidents are closed in a timely manner." (CCWD Policy Number 589-40.2)

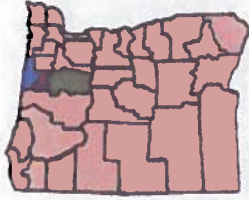
All allegations of fraud, waste, abuse or other criminal activity must be reported directly to the State CCWD via telephone (800-282-6514).

Once reported via telephone, prepare and forward to CCWD, within one workday, the DOL Incident Report DLI-156 8/83 with a copy to Linn, Benton, Lincoln Workforce Investment Board Director. CCWD will notify DOL Regional OIG Office and Regional Administrator and analyze the report and draft recommendations for further action.

B. Notification through DOL Incident Reporting System

Customers and staff may also report incidents through the DOL's Incident Reporting System. There are several methods through which allegations may be reported:

1. Website Report: Go to www.oig.dol.gov and select OIG Hotline. Complete the HOTLINE FORM and submit as directed.
2. Email: Allegations may be sent via email to: oig.dol.gov (put "hotline complaint" in the subject line).
3. Telephone: Call the toll-free telephone number: 800-347-3756.
4. Fax: Send a fax statement to: 202-693-7020.



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



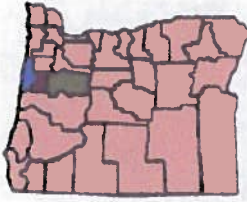
5. Letter: Write a complaint and send it to:

US Department of Labor
Office of Inspector General
Office of Investigations
Room 55506
200 Constitution Avenue NW
Washington DC 20210

Individuals who provide information on allegations of fraud, waste, abuse, and mismanagement of federal funds in programs administered or funded by the DOL may remain anonymous, ask that their identities be held in confidence, or provide their names, with no restrictions. The request for confidentiality must be specified. The DOL policy is to honor requests for confidentiality and not to release any data that would identify such individuals unless required to do so by order of law (e.g., court order, subpoena).

THE LINN, BENTON, LINCOLN WORKFORCE INVESTMENT BOARD
Workforce Investment Act
COMMENT(S)/CONCERN(S) FORM

TO BE COMPLETED BY CUSTOMER	
NAME (please print)	DATE
ADDRESS	PHONE
	EMAIL
Comment(s) / Concern(s) Please explain as briefly and clearly as possible (Use backside if needed)	
Staff person responsible (if applicable):	
Date of occurrence (if applicable):	
Do you seek a solution? [] Yes [] No	
If yes, what solution do you seek for this concern to be resolved to your satisfaction?	
Would you like to be contacted regarding your concern? Yes [] No []	
If yes please provide a telephone number and time you can be reached.	
Tel: () - 	Times I can be reached:
CUSTOMER SIGNATURE	
STAFF USE ONLY	
What actions were taken (attach separate sheet if necessary):	
Fax this form to:	Attention Clay Martin or Melissa Vigil
Fax number:	(541) 752-2348
Staff signature:	Date:
Organization:	Tel:



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



UNDERSTANDING YOUR RIGHTS DECLARATION

EQUAL OPPORTUNITY IS THE LAW

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

Against any individual in the United States, on the basis on race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

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

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

**WHAT TO DO IF YOU BELIEVE YOU HAVE
EXPERIENCED DISCRIMINATION**

If you think that you have been subjected to discrimination under a WIA title IB financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

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

WHAT TO DO IF YOU HAVE A NON-CRIMINAL COMPLAINT EXCLUDING DISCRIMINATION

If you have a non-criminal complaint excluding discrimination it must be filed with the Equal Opportunity Coordinator. Please ask a representative for *The Linn, Benton, Lincoln Workforce Investment Board Workforce Investment Act Comments(s)/ Concern(s) Form* to submit your complaint. Complaints must be filed within 1 year of the alleged occurrence. Upon receipt of the complaint, the EO Coordinator will contact you within five-days to discuss the nature of your complaint. Within ten-days of the filing of the complaint, the EO Coordinator will attempt to resolve the matter. You will be notified in writing of the determination within 15 days of the filing of the complaint.

FOR INFORMATION OR TO FILE A COMPLAINT, CONTACT: Community Services Consortium, 545 SW 2nd, Suite A, Corvallis, OR 97333, 541-758-2615.

I, the undersigned, have read and understand the notice on this page.

Signature:

Date:

The Linn, Benton, Lincoln Workforce Investment Board is an Equal Opportunity/ Affirmative Action employer. Auxiliary aids and services are available upon request to individuals with disabilities.

Exhibit P-17

- **WIA Documentation Tab**
- **I-Trac Organization Policy/Standard Operating Procedures**

WIA Documentation Tab

Documentation of eligibility elements is required to validate the integrity of the workforce system data. The primary purpose of this tab is to document WIA eligibility and determine appropriate priority of service for customers that will engage in WIA intensive and training services. Documentation is not required for the customer to engage in WIA self directed & informational or staff assisted services.

Rules are built into I-Trac service controls to prevent intensive and/or training services from being added to the customer record until all required eligibility elements are documented as appropriate and the Documentation Completion control is populated.

Some eligibility elements may be considered documented with a customer attestation, which is secured during the WSO customer registration process. Where a customer attestation is allowable, the documentation dropdown allows staff to select 'WSO Customer Registration Attestation'.

I-Trac will go through a process to determine the documentation completion status (Documentation Results control), which include Pending Missing Information and WIA Prioritization.

- **Pending Missing Information:** will indicate the data elements that are missing and required in order to document eligibility.
- **WIA Prioritization:** will indicate the type of prioritization for this customer.
 - ***Veteran:*** requires the customer is a documented veteran. If the documentation selected is 'No Document – Eligible/Not Prioritized', then the customer is a non-documented veteran and priority cannot be provided. (WIA Adult or WIA DW funds)
 - ***Low Income:*** requires the customer is documented low income. (WIA Adult funds only)
 - ***Public Assistance:*** requires the customer is a documented public assistance recipient. If the document selected is 'No Document – Eligible/Not Prioritized', then the customer is a non-documented public assistance recipient and priority cannot be provided. (WIA Adult funds only).

Documentation is complete when staff enters a date and staff name into the Documentation Completion control. I-Trac rules will prevent staff from being able to do this until all missing information has been entered. Once this step is complete, all controls are locked and cannot be modified.

WIA Adult/DW Program Status Control

This is a read only control which contains data related to the enrollment.

WS Job Seeker ID: this I-Trac customer record was created from this WS Job Seeker ID in WOMIS. This ID cannot be modified.

Application Date: a date imported from WOMIS and is the date the staff indicates debrief was completed in WOMIS.

Registration Date: a date imported from WOMIS and is the date the staff indicates debrief was completed in WOMIS. A registration date must be present for the customer to begin receiving WIA services and indicates the customer has completed all WIA eligibility criteria.



Topic: I-Trac – User Requirements and Agreement

Date: July 1, 2012

New

Revised

Page 1 of 2

Policy Statement

The I-Trac Information Management System and related tools (I-Trac) are managed and operated by Worksystems, Inc. (WSI) System Administrators. I-Trac System Administrators, WSI staff, or other designated employees of WSI contractors will authorize Users of I-Trac based on a job-related need to access and input data to the system. Permissions and access levels are defined by fund for each User. The following outlines the account requirements, the confidentiality standards, and data entry requirements that all Users must agree and adhere to. Any misuse or violation of this User Agreement will result in account termination.

User Agreement





User access may be terminated at any time without prior notice to Users or authorized managers. Users will cooperate with any necessary investigation concerning the misuse or misappropriation of information. WSI or authorized managers monitor activities related to the use of I-Trac without any additional notice to Users.

Account Requirements

- Users must agree to this User Agreement in its entirety. The User Agreement may be updated at any time, at which time all Users will be required to review and agree again.
- Authorized managers must agree to the Users' required access to I-Trac and assign User permissions by fund and appropriate access levels.
- Users must complete I-Trac training conducted by an authorized I-Trac Trainer prior to permissions assignment. Training is designed and conducted by fund, and access to multiple funds may require multiple trainings.
- Users must be an employee of an organization authorized by WSI to use I-Trac.
- Each User must have an email account issued by the authorized organization with an authorized domain. Hotmail, Yahoo, Gmail and other accounts of this nature are not acceptable.
- Users may not have access to funds where they are also a participant of the fund, with the only exception of WIA Adult and WIA Dislocated Worker. Where User has access to WIA Adult and WIA Dislocated Worker funds and has ever been a customer, they may not access their personal customer record/data for any reason at any time.

Confidentiality Standards

- All information in the I-Trac database and related data systems is confidential and shall not be disclosed to any person or organization except those authorized to receive information.

 	Organization Policy  Standard Operating Procedures 
Topic: I-Trac – User Requirements and Agreement	Date: July 1, 2012 Page 2 of 2

- Users will comply with all applicable federal and state privacy and confidentiality laws. Failure to comply with such laws may result in a criminal prosecution or civil sanctions.
- Users working directly with WorkSource customers must also comply with the Oregon Employment Department’s confidentiality standards, complete training and sign related Agreements.
- Users no longer needing I-Trac access due to changes in job duties or employment will no longer access the database or related data systems. Authorized approvers are responsible for informing I-Trac System Administrators or authorized employees of WSI contractors to deactivate User accounts when such events occur.
- Users will not share username/passwords with anyone for any reason. If username/password has been compromised, User will notify I-Trac System Administrators or authorized employees of WSI contractors and change their password immediately.
- Users that are logged in will not allow anyone for any reason to view, enter, modify or delete any data
- Users will not use I-Trac for personal activities and will only access information as it pertains to the User’s job duties.
- Users will comply with this User Agreement even after authorization to use I-Trac has expired or account deactivated.

Data Entry Timeline

Timelines are established to ensure that all data is current and processed in a timely manner to avoid disallowed costs, service delays and ensure accurate and timely data transmissions and reports. All required information must be entered within five business days of the event that generated the information.

I-Trac Support:

Direct questions to support@i-trac.org

Exhibit P-20

- **WSI POLICY: Data Safeguards**



Topic: I-Trac – Data Safeguard

Date: July 1, 2012

New

Revised

Page 1 of 1

Purpose

Defines the procedures and precautions used to safeguard Worksystems, Inc. I-Trac data.

Policy Statement

- All access to data requires authentication.
- All reports accessible from the web that show individual client data require authentication.
- No reports accessible from the web will show Social Security Number.
- The network infrastructure is designed so that data stores are not directly accessible from the web.
- All information access from the web is via a middle tier application that requires user authentication.

Procedures

- All databases are backed up daily.
- Databases with the capability run transaction logs synchronized with successful backups.
- Databases with the capability dump data nightly to a different server.
- All servers use fault tolerance for data drives that can include mirroring or RAID 5.
- Tapes are stored offsite.

Exhibit P-21

- **I-Trac Exit Procedure**

WSO Registration Tab

This tab reflects the data related to enrollment eligibility and is imported data collected in WOMIS during customer registration. For more information about customer registration process, please see WorkSource Customer Registration section of this manual.

WIA Adult/DW Program Status Control

This is a read only control which contains data related to the enrollment.

WS Job Seeker ID: this I-Trac customer record was created from this WS Job Seeker ID in WOMIS. This ID cannot be modified.

Application Date: a date imported from WOMIS and is the date the staff indicates debrief was completed in WOMIS.

Registration Date: a date imported from WOMIS and is the date the staff indicates debrief was completed in WOMIS. A registration date must be present for the customer to begin receiving WIA services and indicates the customer has completed all WIA eligibility criteria.

Participation Date: this date reflects the first WIA service entered in the Services Tab of this enrollment episode.

Exit Date: this is the date the customer was exited. If this date is blank, the customer enrollment episode has not been exited. An exit occurs when the customer does not engage in a service for 90 days. The exit is automated by I-Trac as the most recent of the following:

- LQOED Service Date
- LQ Fund Service Date
- LQ Partner Fund Service Date

WIA Documentation Date: this is the date that WIA Documentation was completed. The date comes from the Documentation Completion control on the WIA Documentation Tab.

LQOED Service Date: 'Last Qualifying Oregon Employment Department' Service Date. This date is imported from WOMIS and is the last IMatchSkills or Trade Act (TAA) service date recorded for this customer. This date is considered in the I-Trac automated exit procedure.

LQ Fund Service Date: 'Last Qualifying' Service Date. This date reflects the most recent service date entered into this enrollment. This date is considered in the I-Trac automated exit procedure. This is the most recent date of the following elements:

- Service Start Date
- Service End Date
- Date of a Case Note that Extends Participation

LQ Partner Fund Service Date: 'Last Qualifying' Fund Service Date in the I-Trac Partner Fund(s). In other words, the fund name(s) listed in this field represent all the funds the customer is co-enrolled in anytime during the WIA enrollment episode. This date is considered in the I-Trac automated exit procedure.

Definitions Link: provides definitions for these data elements.

WIA Adult/DW Program Status					
WIS Job Number ID	Application Date	Registration Date	Participation Date	Exit Date	WIA Comment/Status Date
2313712	10/17/2011	10/17/2011	10/17/2011		
LQ Old Service Date					
	LQ Fund Service Date	LQ Partner Fund Service Date			
10/18/2011	6/4/2012				
Fund Status					
	Fund Name	Last Service Date	Fund Status		
	WIA WS Adult	6/4/2012	Active		

Customer Contact Control

This is a read only control and is data imported from WOMIS. If this information needs to be updated, it must be updated in the WOMIS database by staff or the customer.

Customer Contact			
Mailing Address	City	State	Zip
123 Sample St.	Portland	OR	97201
Email	Home Phone	Cell Phone	Message Phone

WSO Eligibility Control

This is a read only control and is data imported from WOMIS. This information is related to customer WIA eligibility for this enrollment. If this information needs to be updated, it must be updated in the WOMIS database by staff or the customer.

Since customers and WorkSource center staff have the ability to modify the customer registration mid enrollment and staff can also modify eligibility, this section will reflect the current eligibility status from WOMIS for the participant. Once the exit occurs, the enrollment's eligibility will no longer change and any changes in eligibility are reflected as current in any new enrollment episodes if the customer completes registration process.

WSO Eligibility	
Fund	Status
WIA DW	No
WIA Adult	No
Wagner-Poyser	No
Other Eligibility Elements	
DOB	Status
	1/1/1978
Legal to Work	Yes - Citizen
Gender	Female
Selective Service	Not Required - Female
Dislocation Reason (if DW Eligible)	
Dislocation Date	

Outcomes Tab

The Outcomes screen is where exit data, outcomes/performance and placement data are entered and tracked.

Program Status Control

This data control is used to display current program status and enter exit and followup status data (as appropriate). The Program Status data control displays a customer's progression through the system. The Application, Registration and Participation statuses are set on their respective screens.

WIA customers are primarily exited automatically by I-Trac when the customer does not have a State or WIA service for 90 days calculated by the LQOED Service Date and the LQWIA Service Date (for more information, see the WSO Registration Tab section of this manual). The last date of service will become the exit date.

There are some special circumstances where customers must manually exit due to reasons beyond the customer's control to continue engagement in WIA Services. These reasons will remove the participant from WIA performance:

- Called to Active Duty
- Deceased
- Family Care
- Health/Medical
- Incarcerated/Institutionalized
- Reservist Called to Active Military Duty

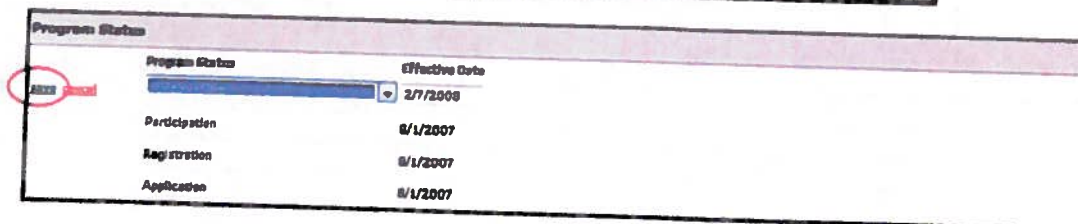
There are many rules related to manual exit. Staff must first end all open services with appropriate dates and statuses before an exit can be entered. When an exit is automated, I-Trac will close all open services with a status of 'Not Completed' and the end date is set to the last date of service.

If there is an exit in the enrollment, the customer may be required to complete the Welcome process again to re-register.

To enter data: click [add](#), enter data and click [save](#)



Program Status	
Program Status	Date
Participation	6/1/2010
Application	6/1/2010



Program Status	
Program Status	Effective Date
add Program Status	2/7/2009
Participation	6/1/2007
Registration	6/1/2007
Application	6/1/2007

Exhibit P-24

- **Cooperating Site Training Agreement**
- **On-the-Job Training Agreement**
- **Maintenance of Effort Agreement**

COOPERATING SITE TRAINING AGREEMENT

SPONSOR:

Community Services Consortium
545 SW 2nd Street, Suite A
Corvallis, OR 97333

SITE:

Purpose of Agreement:

The purpose of this Agreement is to establish responsibilities of the parties for worksite training of participants in Community Services Consortium programs.

Terms of Agreement:

The Agreement is entered into between the Site, hereafter referred to as Agency, and the Community Services Consortium, hereafter referred to as CSC, effective _____, to _____.

Responsibilities of the parties under this Agreement are set forth in Attachment "A" and incorporated herein by this reference.

The parties agree to comply with all applicable federal and state statutes, rules and regulations, specifically including the provisions of ORS 279.312 to 279.316, 279.320 and 279.334, which are incorporated in this services agreement by this reference; and, if this services agreement is for a public works project and payment pursuant to this contract exceeds \$10,000, the parties further agree to comply with the provisions of ORS 279.348 to 279.365, which are incorporated in this service agreement by this reference.

Participants working under the program are not federal employees for the purpose of laws administered by the Office of Personnel Management and are not entitled to any federal benefits such as insurance, retirement, leave, etc. The Federal Tort Claims and Federal Employees Compensation Act covers participants at the federal worksites under this Agreement.

Participants may train at facilities and projects sponsored by public non-profit, private non-profit, or municipal organizations.

COMMUNITY SERVICES CONSORTIUM

SITE

Manager

Site Name

Employment Specialist

Site Representative

Date

Title

Date

MENT-CRO
6/04

ATTACHMENT "A"

RESPONSIBILITIES OF SITE

The Site agrees to:

1. Ensure the adequate, qualified supervision of each participant, which includes the following:
 - a. Orienting participants to worksites and explaining safety rules and standard work policies.
 - b. Assigning tasks to participants as outlined in training goals for each participant.
 - c. Providing participants with a safe and sanitary work environment and necessary working tools and equipment ordinarily provided to regular employees.
 - d. Reporting participant progress to CSC.
2. Submit to CSC accurate time records, evaluations, and other forms in accordance with instructions provided by CSC.
3. Provide sufficient, meaningful work to occupy all participants assigned during the hours they are at the worksite and ensure that such work is in accordance with this Agreement.
4. Abide by the Occupational Safety Health Act (OSHA), Oregon Safe Employees Act (OSEA), the Fair Labor Standards Act (FLSA), and child labor laws.
5. Ensure that the activities of participants do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits. No participant may be placed in training in any position when the same or substantially equivalent position is vacant due to a hiring freeze, a strike, or a displacement. If such a freeze, strike, or displacement goes into effect, it is the responsibility of the Site to contact CSC.
6. Ensure that no participant will be trained on a project involving construction, operations, or maintenance of a facility used or to be used for sectarian instruction or as a place for religious worship.
7. Ensure that no discrimination occurs against any participant because of race, color, religion, sex, national origin, age, or disability pursuant to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Pub. Law No. 101-3360, and other applicable federal and state laws.
8. Release participants from scheduled duties as requested by CSC employees to allow participation in training activities.
9. Refrain from involving participants in work activities outside of regularly scheduled weekly hours. The cost of any hours in excess of regularly scheduled weekly hours must be borne by the Agency.
10. Ensure that no individual is placed in a WIA work activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

RESPONSIBILITIES OF CSC

CSC agrees to:

1. Recruit and refer eligible participants to Site for placement at worksites that match or directly relate to occupational objectives.
2. Complete all required enrollment forms.
3. Ensure that worksite supervisors receive orientation regarding their responsibilities as trainers of program participants.
4. Ensure that participants receive orientation regarding their responsibilities, including:
 - a. Observing safety and other workplace requirements established by the Site.
 - b. Fulfilling service obligations as established in workplans.
5. Pay participants supervised by the Site, upon receipt of timely, accurate and properly executed time sheets for the number of hours reported as work, at the rate of the state minimum wage or at an agreed upon way differential. Such wage payment will be made bi-monthly. All such wages and associated costs will be borne by CSC. CSC will not be responsible for payment of any overtime or holiday pay.
6. Provide participants with vocational counseling and occupational information.
7. Monitor all worksites for compliance with this Agreement.
8. Provide workers' compensation and accident insurance coverage for participants while engaged in regularly scheduled training assignments at assigned non-federal worksites.

JOINT RESPONSIBILITIES

Both parties to this Agreement:

1. Shall keep the Agreement current and accurate by making necessary and appropriate changes in a timely manner.
2. May terminate this Agreement immediately upon written notice by either party due to:
 - a. Failure of either party to comply with this Agreement.
 - b. Termination of program funding.

MENT-CRO
6/04

COMMUNITY SERVICES CONSORTIUM ON-THE-JOB TRAINING AGREEMENT

CSC Contact:
CSC Phone:
Trainee:
Trainee Soc. Sec. No.:
Title:
IRS#:
Employer Phone:
Worker's Comp. Carrier I.D. #:

Employer:
Address:
City:
State:
Zip:

COMMUNITY SERVICES CONSORTIUM (CSC), and _____ (EMPLOYER) hereby agree that training for the above TRAINEE will be provided by the EMPLOYER from _____ through _____.

- ✓ This AGREEMENT signifies the EMPLOYER's intent to provide continuing employment for the TRAINEE upon satisfactory completion of training and;
- ✓ this AGREEMENT may be terminated by EMPLOYER, CSC, or the TRAINEE as outlined in provisions listed in the Agreement Addendum, which is attached to the AGREEMENT and made part of this AGREEMENT and;
- ✓ this AGREEMENT signifies the EMPLOYER's intent to abide by all provisions in the AGREEMENT as stated in the Agreement Addendum and all Federal and State regulations which apply.

TRAINING OUTLINE

Job Title:	Total Training Hours:
Starting Wage \$	Fixed Reimbursement Rate:
Merit Increase \$	Total Reimbursement:
Date of Merit Increase:	Worksite Supervisor:
Work Schedule:	Probationary Period:

Job Description

Training Goals

Position covered under a collective bargaining agreement? ___ Yes ___ No

(Representative for Community Services Consortium)	(Title)	(Date)
(Trainee)	(Job Title)	(Date)
(Employer Representative)	(Title)	(Date)

OJT Regulations

CALCULATIONS

Training Completion: Training is considered complete when the training period is over

Trainee Gross Pay: This is the amount earned by the trainee for work performed during the training period. Pay does not include fringe benefits.
Contact your CSC representative if the Trainee quits or employment is terminated.

APPLICABLE LAWS AND REGULATIONS

1. The Employer will comply with all applicable Federal, State and local laws, rules and regulations with deal with or relate to employment. The Employer is responsible for compliance with provisions of the Fair Labor Standards Act.
2. Training opportunities covered under an OJT agreement have been created without relocating the business and displacing former employees.
3. The Employer has not been barred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be discriminated against on the grounds of race, color, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, or status as a Trainee.
5. The Employer will comply with all regulations issued by the Department of Labor and applicable laws.
6. The program will not result in the displacement of employed workers, impairment of existing contracts for services, or the substitution of federal funds for other funds in connection with work that would otherwise be performed.
7. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure for CSC will be utilized. The Employer shall inform trainees of the grievance procedure to be followed.

TRAINEES

1. Only those persons certified as eligible by CSC will be hired and trained under this contract.
2. No funds received under an agreement may be used to assist, promote, or deter union organizing activities during OJT hours.
3. No funds received under an agreement may be used to promote political activities.
4. Trainees may not perform religious or anti-religious tasks during training.
5. Participants in the program will not be employed in the construction, operation or maintenance of that part of any facility used for religious instruction or worship.
6. No trainee will be required or permitted to work or train in conditions that are unsanitary, hazardous or dangerous to the Trainee's health or safety.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to trainees shall not be less than the highest of the following:
 - a. State of Oregon's minimum wage.
 - b. The prevailing wage rate for persons similarly employed.
 - c. The wage rate required by an applicable collective bargaining agreement.
2. Appropriate worker's compensation insurance protection will be provided to all participants.
3. Each Trainee shall be provided worker's compensation, collective bargaining agreement coverage, and other benefits and working conditions at the same level and to the same extent as other staff similarly employed.

AUDIT AND RECORDS

1. The Employer shall maintain books, records, and documents sufficient to reflect all payroll costs.
2. All Trainee records are subject to audit, and must be maintained for three (3) years beyond completion of the Agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
3. The Employer will be responsible for reporting OJT hires and terminations to CSC.

TERMINATION OF CONTRACT

This Agreement may be terminated by the Employer, Trainee or CSC upon written notice, or by mutual consent, for:

1. Failure of Trainee to meet Employer expectations.
2. Failure of Employer to comply with the terms of this Agreement.
3. Agreement is automatically terminated of Trainee quits the OJT position.

WORKSITE:	
CONTACT:	PHONE:
POSITION BEING REVIEWED:	

MAINTENANCE OF EFFORT

	<u>YES</u>	<u>NO</u>
1. Is/are the position(s) being considered for WIA participant(s) equivalent to any other position in the agency/business?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has anyone been laid-off or terminated from the position(s) referred to above to facilitate this training?	<input type="checkbox"/>	<input type="checkbox"/>
A. If YES, do not fill the position.		
3. Is anyone in the agency/business on layoff who might bump into this position(s) referred to in Question #1?	<input type="checkbox"/>	<input type="checkbox"/>
A. If YES, do not fill the position. The positions of those in layoff under this condition become a "substantially equivalent job."		
4. Do you employ <u>regular</u> temporary or seasonal workers? (<u>Regular</u> is defined as a temporary or seasonal worker who received employee benefits <u>AND</u> is recalled on an "as needed" basis).	<input type="checkbox"/>	<input type="checkbox"/>
A. If NO, proceed to Question #5.		
B. If YES, are you hiring or do you anticipate hiring the same number of <u>regular</u> temporary or seasonal workers into a position equivalent to the one being considered for the WIA participant as you employed in the previous season?	<input type="checkbox"/>	<input type="checkbox"/>
a. If NO, do not fill the position. The workers have essentially been laid off. However, if the number of temporary slots has been reduced at the <u>beginning</u> of a fiscal year due to a budget cut and no person is on a recall list for one of these slots, we may place the participant.		
5. If the participant is placed in the agency/business, will any <u>currently employed</u> worker be displaced with regard to:		
A. Reduced hours?	<input type="checkbox"/>	<input type="checkbox"/>
B. Reduced wages?	<input type="checkbox"/>	<input type="checkbox"/>
C. Reduced employment benefits?	<input type="checkbox"/>	<input type="checkbox"/>

MAINTENANCE OF EFFORT

(continued)

- | | <u>YES</u> | <u>NO</u> |
|--|--------------------------|--------------------------|
| a. If the answer to any of the previous three questions is YES, do not place the participant | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does this position adversely affect the promotional opportunities of any currently employed individual? | <input type="checkbox"/> | <input type="checkbox"/> |
| A. If YES, do not place the participant. | | |
| 7. Will any existing contract for services be reduced due to the placement of this participant? | <input type="checkbox"/> | <input type="checkbox"/> |
| A. If YES, do not place the participant. | | |
| 8. Does the agency/business have a bargaining agreement with a union? | <input type="checkbox"/> | <input type="checkbox"/> |
| A. If YES, is this position covered by that bargaining agreement? | | |
| a. If YES, obtain Union concurrence by letter. | | |
| b. If NO, request a copy of the bargaining agreement to document this fact personally or call the President of the local union to check that the position is not covered. Place documentation in file. | | |

9.

Name of Local Union:
Union Representative:
Telephone Number of Representative:

IT IS NOT THE INTENT OF THE WIA THAT AN EMPLOYER BE ALLOWED TO REDUCE HIS/HER WORKFORCE WITH THE INTENTION OF FILLING THE VACANCY(IES) SO CREATED BY HIRING A PARTICIPANT(S) WHOSE WAGES ARE SUBSIDIZED UNDER THE WIA ACT.

FUNDS PROVIDED UNDER THIS ACT SHALL ONLY BE USED FOR ACTIVITIES WHICH ARE IN ADDITION TO THOSE WHICH WOULD OTHERWISE BE AVAILABLE IN THE AREA IN THE ABSENCE OF SUCH FUNDS.

Date: _____

Employer Signature: _____

Title: _____

Manager Approved: _____

Not Approved: _____

Exhibit P-25

- **Cooperating Site Training Agreement**
- **On-the-Job Training Agreement**
- **Maintenance of Effort Agreement**

COOPERATING SITE TRAINING AGREEMENT

SPONSOR:

Community Services Consortium
545 SW 2nd Street, Suite A
Corvallis, OR 97333

SITE:

Purpose of Agreement:

The purpose of this Agreement is to establish responsibilities of the parties for worksite training of participants in Community Services Consortium programs.

Terms of Agreement:

The Agreement is entered into between the Site, hereafter referred to as Agency, and the Community Services Consortium, hereafter referred to as CSC, effective _____, to _____.

Responsibilities of the parties under this Agreement are set forth in Attachment "A" and incorporated herein by this reference.

The parties agree to comply with all applicable federal and state statutes, rules and regulations, specifically including the provisions of ORS 279.312 to 279.316, 279.320 and 279.334, which are incorporated in this services agreement by this reference; and, if this services agreement is for a public works project and payment pursuant to this contract exceeds \$10,000, the parties further agree to comply with the provisions of ORS 279.348 to 279.365, which are incorporated in this service agreement by this reference.

Participants working under the program are not federal employees for the purpose of laws administered by the Office of Personnel Management and are not entitled to any federal benefits such as insurance, retirement, leave, etc. The Federal Tort Claims and Federal Employees Compensation Act covers participants at the federal worksites under this Agreement.

Participants may train at facilities and projects sponsored by public non-profit, private non-profit, or municipal organizations.

COMMUNITY SERVICES CONSORTIUM

SITE

Manager

Site Name

Employment Specialist

Site Representative

Date

Title

Date

MENT-CRO
6/04

ATTACHMENT "A"

RESPONSIBILITIES OF SITE

The Site agrees to:

1. Ensure the adequate, qualified supervision of each participant, which includes the following:
 - a. Orienting participants to worksites and explaining safety rules and standard work policies.
 - b. Assigning tasks to participants as outlined in training goals for each participant.
 - c. Providing participants with a safe and sanitary work environment and necessary working tools and equipment ordinarily provided to regular employees.
 - d. Reporting participant progress to CSC.
2. Submit to CSC accurate time records, evaluations, and other forms in accordance with instructions provided by CSC.
3. Provide sufficient, meaningful work to occupy all participants assigned during the hours they are at the worksite and ensure that such work is in accordance with this Agreement.
4. Abide by the Occupational Safety Health Act (OSHA), Oregon Safe Employees Act (OSEA), the Fair Labor Standards Act (FLSA), and child labor laws.
5. Ensure that the activities of participants do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits. No participant may be placed in training in any position when the same or substantially equivalent position is vacant due to a hiring freeze, a strike, or a displacement. If such a freeze, strike, or displacement goes into effect, it is the responsibility of the Site to contact CSC.
6. Ensure that no participant will be trained on a project involving construction, operations, or maintenance of a facility used or to be used for sectarian instruction or as a place for religious worship.
7. Ensure that no discrimination occurs against any participant because of race, color, religion, sex, national origin, age, or disability pursuant to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Pub. Law No. 101-3360, and other applicable federal and state laws.
8. Release participants from scheduled duties as requested by CSC employees to allow participation in training activities.
9. Refrain from involving participants in work activities outside of regularly scheduled weekly hours. The cost of any hours in excess of regularly scheduled weekly hours must be borne by the Agency.
10. Ensure that no individual is placed in a WIA work activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

RESPONSIBILITIES OF CSC

CSC agrees to:

1. Recruit and refer eligible participants to Site for placement at worksites that match or directly relate to occupational objectives.
2. Complete all required enrollment forms.
3. Ensure that worksite supervisors receive orientation regarding their responsibilities as trainers of program participants.
4. Ensure that participants receive orientation regarding their responsibilities, including:
 - a. Observing safety and other workplace requirements established by the Site.
 - b. Fulfilling service obligations as established in workplans.
5. Pay participants supervised by the Site, upon receipt of timely, accurate and properly executed time sheets for the number of hours reported as work, at the rate of the state minimum wage or at an agreed upon way differential. Such wage payment will be made bi-monthly. All such wages and associated costs will be borne by CSC. CSC will not be responsible for payment of any overtime or holiday pay.
6. Provide participants with vocational counseling and occupational information.
7. Monitor all worksites for compliance with this Agreement.
8. Provide workers' compensation and accident insurance coverage for participants while engaged in regularly scheduled training assignments at assigned non-federal worksites.

JOINT RESPONSIBILITIES

Both parties to this Agreement:

1. Shall keep the Agreement current and accurate by making necessary and appropriate changes in a timely manner.
2. May terminate this Agreement immediately upon written notice by either party due to:
 - a. Failure of either party to comply with this Agreement.
 - b. Termination of program funding.

MENT-CRO
6/04

COMMUNITY SERVICES CONSORTIUM ON-THE-JOB TRAINING AGREEMENT

CSC Contact:
CSC Phone:
Trainee:
Trainee Soc. Sec. No.:
Title:
IRS#:
Employer Phone:
Worker's Comp. Carrier I.D. #:

Employer:
Address:
City:
State:
Zip:

COMMUNITY SERVICES CONSORTIUM (CSC), and _____ (EMPLOYER) hereby agree that training for the above TRAINEE will be provided by the EMPLOYER from _____ through _____.

- ✓ This AGREEMENT signifies the EMPLOYER's intent to provide continuing employment for the TRAINEE upon satisfactory completion of training and;
- ✓ this AGREEMENT may be terminated by EMPLOYER, CSC, or the TRAINEE as outlined in provisions listed in the Agreement Addendum, which is attached to the AGREEMENT and made part of this AGREEMENT and;
- ✓ this AGREEMENT signifies the EMPLOYER's intent to abide by all provisions in the AGREEMENT as stated in the Agreement Addendum and all Federal and State regulations which apply.

TRAINING OUTLINE

Job Title:	Total Training Hours:
Starting Wage \$	Fixed Reimbursement Rate:
Merit Increase \$	Total Reimbursement:
Date of Merit Increase:	Worksite Supervisor:
Work Schedule:	Probationary Period:

Job Description

Training Goals

Position covered under a collective bargaining agreement? Yes No

(Representative for Community Services Consortium)	(Title)	(Date)
(Trainee)	(Job Title)	(Date)
(Employer Representative)	(Title)	(Date)

OJT Regulations

CALCULATIONS

Training Completion: Training is considered complete when the training period is over

Trainee Gross Pay: This is the amount earned by the trainee for work performed during the training period. Pay does not include fringe benefits.
Contact your CSC representative if the Trainee quits or employment is terminated.

APPLICABLE LAWS AND REGULATIONS

1. The Employer will comply with all applicable Federal, State and local laws, rules and regulations with deal with or relate to employment. The Employer is responsible for compliance with provisions of the Fair Labor Standards Act.
2. Training opportunities covered under an OJT agreement have been created without relocating the business and displacing former employees.
3. The Employer has not been barred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be discriminated against on the grounds of race, color, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, or status as a Trainee.
5. The Employer will comply with all regulations issued by the Department of Labor and applicable laws.
6. The program will not result in the displacement of employed workers, impairment of existing contracts for services, or the substitution of federal funds for other funds in connection with work that would otherwise be performed.
7. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure for CSC will be utilized. The Employer shall inform trainees of the grievance procedure to be followed.

TRAINEES

1. Only those persons certified as eligible by CSC will be hired and trained under this contract.
2. No funds received under an agreement may be used to assist, promote, or deter union organizing activities during OJT hours.
3. No funds received under an agreement may be used to promote political activities.
4. Trainees may not perform religious or anti-religious tasks during training.
5. Participants in the program will not be employed in the construction, operation or maintenance of that part of any facility used for religious instruction or worship.
6. No trainee will be required or permitted to work or train in conditions that are unsanitary, hazardous or dangerous to the Trainee's health or safety.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to trainees shall not be less than the highest of the following:
 - a. State of Oregon's minimum wage.
 - b. The prevailing wage rate for persons similarly employed.
 - c. The wage rate required by an applicable collective bargaining agreement.
2. Appropriate worker's compensation insurance protection will be provided to all participants.
3. Each Trainee shall be provided worker's compensation, collective bargaining agreement coverage, and other benefits and working conditions at the same level and to the same extent as other staff similarly employed.

AUDIT AND RECORDS

1. The Employer shall maintain books, records, and documents sufficient to reflect all payroll costs.
2. All Trainee records are subject to audit, and must be maintained for three (3) years beyond completion of the Agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
3. The Employer will be responsible for reporting OJT hires and terminations to CSC.

TERMINATION OF CONTRACT

This Agreement may be terminated by the Employer, Trainee or CSC upon written notice, or by mutual consent, for:

1. Failure of Trainee to meet Employer expectations.
2. Failure of Employer to comply with the terms of this Agreement.
3. Agreement is automatically terminated of Trainee quits the OJT position.

WORKSITE:	
CONTACT:	PHONE:
POSITION BEING REVIEWED:	

MAINTENANCE OF EFFORT

	<u>YES</u>	<u>NO</u>
1. Is/are the position(s) being considered for WIA participant(s) equivalent to any other position in the agency/business?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has anyone been laid-off or terminated from the position(s) referred to above to facilitate this training?	<input type="checkbox"/>	<input type="checkbox"/>
A. If YES, do not fill the position.		
3. Is anyone in the agency/business on layoff who might bump into this position(s) referred to in Question #1?	<input type="checkbox"/>	<input type="checkbox"/>
A. If YES, do not fill the position. The positions of those in layoff under this condition become a "substantially equivalent job."		
4. Do you employ <u>regular</u> temporary or seasonal workers? (<u>Regular</u> is defined as a temporary or seasonal worker who received employee benefits <u>AND</u> is recalled on an "as needed" basis).	<input type="checkbox"/>	<input type="checkbox"/>
A. If NO, proceed to Question #5.		
B. If YES, are you hiring or do you anticipate hiring the same number of <u>regular</u> temporary or seasonal workers into a position equivalent to the one being considered for the WIA participant as you employed in the previous season?	<input type="checkbox"/>	<input type="checkbox"/>
a. If NO, do not fill the position. The workers have essentially been laid off. However, if the number of temporary slots has been reduced at the <u>beginning</u> of a fiscal year due to a budget cut and no person is on a recall list for one of these slots, we may place the participant.		
5. If the participant is placed in the agency/business, will any <u>currently employed</u> worker be displaced with regard to:		
A. Reduced hours?	<input type="checkbox"/>	<input type="checkbox"/>
B. Reduced wages?	<input type="checkbox"/>	<input type="checkbox"/>
C. Reduced employment benefits?	<input type="checkbox"/>	<input type="checkbox"/>

MAINTENANCE OF EFFORT

(continued)

- | | <u>YES</u> | <u>NO</u> |
|--|--------------------------|--------------------------|
| a. If the answer to any of the previous three questions is YES, do not place the participant | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does this position adversely affect the promotional opportunities of any currently employed individual? | <input type="checkbox"/> | <input type="checkbox"/> |
| A. If YES, do not place the participant. | | |
| 7. Will any existing contract for services be reduced due to the placement of this participant? | <input type="checkbox"/> | <input type="checkbox"/> |
| A. If YES, do not place the participant. | | |
| 8. Does the agency/business have a bargaining agreement with a union? | <input type="checkbox"/> | <input type="checkbox"/> |
| A. If YES, is this position covered by that bargaining agreement? | | |
| a. If YES, obtain Union concurrence by letter. | | |
| b. If NO, request a copy of the bargaining agreement to document this fact personally or call the President of the local union to check that the position is not covered. Place documentation in file. | | |

9.

Name of Local Union:
Union Representative:
Telephone Number of Representative:

IT IS NOT THE INTENT OF THE WIA THAT AN EMPLOYER BE ALLOWED TO REDUCE HIS/HER WORKFORCE WITH THE INTENTION OF FILLING THE VACANCY(IES) SO CREATED BY HIRING A PARTICIPANT(S) WHOSE WAGES ARE SUBSIDIZED UNDER THE WIA ACT.

FUNDS PROVIDED UNDER THIS ACT SHALL ONLY BE USED FOR ACTIVITIES WHICH ARE IN ADDITION TO THOSE WHICH WOULD OTHERWISE BE AVAILABLE IN THE AREA IN THE ABSENCE OF SUCH FUNDS.

Date: _____

Employer Signature: _____

Title: _____

Manager Approved: _____

Not Approved: _____

Exhibit P-33

- **POLICY: Adults and Dislocated Workers Individual Training Accounts**



POLICY

Adults and Dislocated Workers Individual Training Accounts

Date: Revised February 23, 2010

Subject: Adults and Dislocated Workers Individual Training Accounts (ITA's)

Purpose:

To establish guidelines for the issuance of Individual Training Accounts for participants engaged in approved training. An individual who seeks training services and who is eligible, may, in consultation with a workforce staff, select an eligible training provider from the approved training list. A dated copy of the ETP list must be included in the file. The training must be in a demand occupation.

Background:

Issuance of the ITA as defined in the WIA Section 134 (d)(4)(G).

Policy:

A decision to issue an ITA is based on the development of the Individual Employment Plan (IEP) and is negotiated between the participant and the Workforce staff.

Funding will vary but shall not exceed \$10,000 per participant for the payment of tuition and fees per enrollment.

The following must be met:

- All participant requests will be reviewed individually and the amount provided will be based on the individual needs, their income, the plan, and the progress the participant is making toward their employment and training goals.
- If a class is failed, WIA funds may not be used to repeat that class.
- The participant must agree to seek appropriate employment at the time they complete training.
- The participant must agree to 90 day contact.
- The expectation is a minimum grade point of 2.0, or passing of all requirements for continued support.
- Participants will sign an agreement (IEP) before they begin the training.

The assessed need for training will include:

- Labor market analysis documenting the demand for the occupation
- Interests, aptitudes
- Previous education/training
- Projection of probable success
- Pell grant application & determination



An eligible participant must be:

- Registered in WORP and verified in I-Trac
- Participated in Intensive services
- Unable to obtain self-sufficient employment with their current skills.

If WIA funds are limited, priority is to those most in need or most likely to benefit. Committed dollars will be locally tracked in each regional office and reported to the Director.

Use of Out-of-State Training Providers

It is the policy of the State of Oregon not to include out-of-state training providers on the Statewide Eligible Training Provider List (ETPL). Oregon Region 4 service providers may authorize participants to use WIA Title 1B funded Individual Training Accounts (ITA) to purchase training from out-of-state providers who are not on the statewide ETPL when the following conditions are met:

- a. The availability of training in the particular program or course of study is limited within the Region.
- b. The Workforce and Education Director, Operations Manager or their assignees are required to approve all out-of-state or distance learning/correspondence course trainings.
- c. Out of state eligible training providers are required to meet appropriate Oregon certification or licensing requirements (example: Oregon State Board of Nursing)
- d. The training provider is included on the state ETPL where the provider is located and the specific training program or course of study is included on the same ETPL.
- e. The conditions above are verified and documented in the participant file, along with the standard conditions outlined in the service provider's required ITA Training policies and procedures which should include, but is not limited to:
 - A reasonable expectation of employment after completion of training, including a Labor Market Review researched by the participant;
 - The training meets the needs of the participant and is compatible with the participant's training plan and capabilities;
 - All other available financial aid and resources have been applied for or secured prior to use of the ITA funds.
 - An element of urgency or exigency exists that would result in the participant's losing the opportunity (e.g., time-limited job is waiting for a client if instruction is completed); and
 - A unique, one-time, non-duplicated set of individual circumstances affects an individual participant
- f. The service provider has ensured that the price for the courses is reasonable.
- g. Oregon has reciprocal agreements with Washington and Idaho. See ETPL website for agreement.



In-State Training Providers

Oregon Region 4 service providers may authorize participants to use WIA Title 1B funded Individual Training Accounts (ITA) to purchase training from in-state providers who are not on the Statewide ETPL when the following conditions are met:

- a. The provider is an accredited college or university (including community colleges) serving students within the state of Oregon;
- b. The participant needs 3 or fewer classes (up to 12 credit hours) to complete a 2- or 4-year degree or credentials to qualify for a professional license;
- c. The courses required are not available through a provider or program on the statewide ETPL;
- d. The conditions above are verified and documented in the participant file, along with the standard conditions outlined in the service providers required ITA Training policies and procedures which should include, but is not limited to:
 - A reasonable expectation of employment after completion of training, including a Labor Market Review researched by the participant;
 - The training meets the needs of the participant and is compatible with the participant's training plan and capabilities;
 - All other available financial aid and resources have been applied for or secured prior to use of the ITA funds
- e. The service provider has followed appropriate procurement procedures to ensure the price for the courses is reasonable.

Exhibit P-35

- **POLICY: Adults and Dislocated Workers On-the-Job Training**



POLICY
Adults and Dislocated Workers On the Job Training

Date: Revised February 23, 2010

Subject: Adults and Dislocated Workers On the Job Training

Purpose:

To establish guidelines for the development of On the Job Training (OJT) contracts and services.

Background:

Community Services Consortium (CSC) offers training to qualified WIA participants who lack occupational skills necessary to perform the essential duties as defined by the employer. The employer will be reimbursed a percentage (up to 50%) of the participant's wages, to offset the low productivity during the training period.

Policy:

An agreement between employer/trainer and CSC will be developed, reviewed and signed by all parties prior to commencement of training.

The participant file will document training needs.

The Agreement will outline wage, benefits, reimbursement rate, total reimbursement amount (including anticipated wage increases), new and upgrade skills, duration of training, work schedule, work site supervisor, probationary period, and total training hours.

Duration of training period will be based on the participant's skill level, the needs identified by the employer/trainer and matched to common industry standards.

Exhibit P-36

- **On-the-Job Training Agreement**

COMMUNITY SERVICES CONSORTIUM ON-THE-JOB TRAINING AGREEMENT

CSC Contact:
CSC Phone:
Trainee:
Trainee Soc. Sec. No.:
Title:
IRS#:
Employer Phone:
Worker's Comp. Carrier I.D. #:

Employer:
Address:
City:
State:
Zip:

COMMUNITY SERVICES CONSORTIUM (CSC), and _____ (EMPLOYER) hereby agree that training for the above TRAINEE will be provided by the EMPLOYER from _____ through _____.

- ✓ This AGREEMENT signifies the EMPLOYER's intent to provide continuing employment for the TRAINEE upon satisfactory completion of training and;
- ✓ this AGREEMENT may be terminated by EMPLOYER, CSC, or the TRAINEE as outlined in provisions listed in the Agreement Addendum, which is attached to the AGREEMENT and made part of this AGREEMENT and;
- ✓ this AGREEMENT signifies the EMPLOYER's intent to abide by all provisions in the AGREEMENT as stated in the Agreement Addendum and all Federal and State regulations which apply.

TRAINING OUTLINE

Job Title:	Total Training Hours:
Starting Wage \$	Fixed Reimbursement Rate:
Merit Increase \$	Total Reimbursement:
Date of Merit Increase:	Worksite Supervisor:
Work Schedule:	Probationary Period:

Job Description

Training Goals

Position covered under a collective bargaining agreement? ___ Yes ___ No

(Representative for Community Services Consortium)	(Title)	(Date)
(Trainee)	(Job Title)	(Date)
(Employer Representative)	(Title)	(Date)

OJT Regulations

CALCULATIONS

Training Completion: Training is considered complete when the training period is over

Trainee Gross Pay: This is the amount earned by the trainee for work performed during the training period. Pay does not include fringe benefits.
Contact your CSC representative if the Trainee quits or employment is terminated.

APPLICABLE LAWS AND REGULATIONS

1. The Employer will comply with all applicable Federal, State and local laws, rules and regulations with deal with or relate to employment. The Employer is responsible for compliance with provisions of the Fair Labor Standards Act.
2. Training opportunities covered under an OJT agreement have been created without relocating the business and displacing former employees.
3. The Employer has not been barred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be discriminated against on the grounds of race, color, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, or status as a Trainee.
5. The Employer will comply with all regulations issued by the Department of Labor and applicable laws.
6. The program will not result in the displacement of employed workers, impairment of existing contracts for services, or the substitution of federal funds for other funds in connection with work that would otherwise be performed.
7. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure for CSC will be utilized. The Employer shall inform trainees of the grievance procedure to be followed.

TRAINEES

1. Only those persons certified as eligible by CSC will be hired and trained under this contract.
2. No funds received under an agreement may be used to assist, promote, or deter union organizing activities during OJT hours.
3. No funds received under an agreement may be used to promote political activities.
4. Trainees may not perform religious or anti-religious tasks during training.
5. Participants in the program will not be employed in the construction, operation or maintenance of that part of any facility used for religious instruction or worship.
6. No trainee will be required or permitted to work or train in conditions that are unsanitary, hazardous or dangerous to the Trainee's health or safety.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to trainees shall not be less than the highest of the following:
 - a. State of Oregon's minimum wage.
 - b. The prevailing wage rate for persons similarly employed.
 - c. The wage rate required by an applicable collective bargaining agreement.
2. Appropriate worker's compensation insurance protection will be provided to all participants.
3. Each Trainee shall be provided worker's compensation, collective bargaining agreement coverage, and other benefits and working conditions at the same level and to the same extent as other staff similarly employed.

AUDIT AND RECORDS

1. The Employer shall maintain books, records, and documents sufficient to reflect all payroll costs.
2. All Trainee records are subject to audit, and must be maintained for three (3) years beyond completion of the Agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
3. The Employer will be responsible for reporting OJT hires and terminations to CSC.

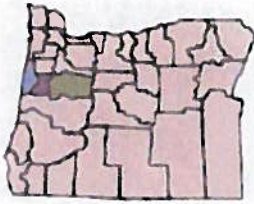
TERMINATION OF CONTRACT

This Agreement may be terminated by the Employer, Trainee or CSC upon written notice, or by mutual consent, for:

1. Failure of Trainee to meet Employer expectations.
2. Failure of Employer to comply with the terms of this Agreement.
3. Agreement is automatically terminated if Trainee quits the OJT position.

Exhibit P-45

- **POLICY: Youth Follow-up Service**



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



POLICY

Youth Follow-up Service

Date: Revised May 6, 2010

Subject: Youth Follow-up Service

Purpose:

To establish guidelines for the provision of follow-up service to participants who have either entered into unsubsidized employment or who have been exited following placement into an unsubsidized employment from a Title IB WIA program.

Background:

Required elements of follow-up services are defined in the WIA Section 134 (d)(2)(K).

Policy:

Follow-up Services must be made available, as appropriate, for a minimum of 12 months following the first day of employment to registered participants who are placed in unsubsidized employment.

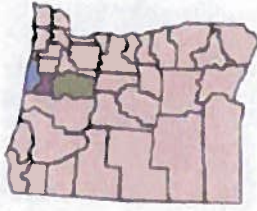
Follow-up Services could include, but are not limited to:

- a. Training that is limited, but necessary to retain or advance in a job, and provided post-placement. Limited training under 40 hours is allowable in follow-up.
- b. Retention services
- c. Support services
- d. Additional career planning and counseling
- e. Contact with the participant's employer including assistance with:
 - Work-related problems
 - Peer support groups
 - Information about additional educational opportunities
 - Referral to supportive service available in the community

Youth may have the above as well as the following:

- Job shadowing;
- A "Youth Day" career exploration activity organized at the One-Stop;
- Use of technology to explore websites and facilitate communication;

To determine the appropriateness for post-placement services the needs must be reviewed and the barriers assessed for the purpose of job retention or wage enhancement.



**Linn, Benton, Lincoln
Workforce Investment Board**
Linn, Benton, and Lincoln Counties



The provision of training and supportive services after entry into unsubsidized employment (post placement) will be part of the ISS and clearly documented in the participant case file. In the event an unscheduled need arises, the case notes will reflect the nature of the need.

Carolyn Gardner, Chair

Date