

CONTRACT FOR SERVICES

between

CITY OF PORTLAND, HUMAN RESOURCES BUREAU, TRAINING AND EMPLOYMENT DIVISION (TED), Yeon Building, 522 S. W. Fifth Avenue, 8th Floor, Portland, Oregon 97204

and

PORTLAND COMMUNITY COLLEGE, (Contractor), 12000 S. W. 49th Avenue, Portland, Oregon 97219

This contract will serve 30 CETA participants at a total cost not to exceed \$38,861 funded by Title VII of the Comprehensive Employment and Training Act (CETA).

The purpose of this contract is to provide training in the word processing occupation.

Contract performance shall commence when this contract is approved by City Council and signed by all the parties, but in no case earlier than January 19, 1981. Contract costs must be incurred between the commencement date and July 19, 1981 to be allowable.



The Parties witness their consent to be bound by all the terms of this contract, pages ___ through ___, by signing below:

Approved:

CONTRACTOR

Edna E. Heppner *12/10/80*
Executive Director Date
Human Resources Bureau

By: _____
Title: _____

Approved:

CITY OF PORTLAND

[Signature] *12/9/80*
Director Date
Training & Employment Division

Commissioner Date
Public Works

Approved as to Form:

City Auditor Date

City Attorney Date

Approved Commencement Date: _____

Section I: AGREED CONTRACTORA. General Provisions

Contractor Shall:

1. Operate an employment and training project as described in the attached Project Narrative marked as Exhibit "A".
2. Comply with all CETA provisions, rules, regulations and fiscal requirements in effect during the life of this contract.
3. Comply with City of Portland, County of Multnomah, and State of Oregon ordinances and statutes in effect during the life of this contract.
4. Comply with TED policies and procedures in effect during the life of this contract.
5. Deliver to the City Auditor prior to the commencement of this contract evidence satisfactory to the Auditor:
 - a. that all persons handling funds received or disbursed under this contract are covered by a Fidelity Bond in the amount of \$ 13,000. The Fidelity Bond shall take effect before the contract commences and shall be in effect for at least six months after the end of this contract.
 - b. of a Standard Liability Insurance Policy including contractual liability coverage in the single limit amount of \$300,000, with an endorsement naming the City as an additional insured, which protects its agents and employees from claims for damages arising in whole or in part out of Contractor's performance under this contract; or if Contractor is approved as self-insured by the City, satisfactory evidence that Contractor agrees to hold harmless, defend and indemnify the City, its agents and employees, from any and all claims for damages, including costs and attorney's fees, arising in whole or in part out of the performance of this contract, except such claims due to the sole negligence of the City;
 - c. that all property and equipment purchased or received by Contractor pursuant to this contract is insured against fire, theft and destruction equal to the full replacement cost;
 - d. that the above policies of insurance are in force and will not be cancelled without thirty (30) days prior notice to the City;
 - e. if Contractor enters into more than one (1) contract with the City, insurance and bonding shall be furnished, together with the proper endorsements, for each separate contract. Failure to maintain current insurance bonding and proper endorsements for each separate contract shall result in the withholding of payment to Contractor or termination of the contract.

6. File copies of the following documents with TED's Fiscal Unit prior to contract commencement:
 - a. Personnel Policies which establish guidelines for hiring, termination, promotion and discipline;
 - b. a list of names and signatures of persons authorized to act as Contractor's agents;
 - c. Contractor's compensation plan affecting persons paid under this contract. Paid holidays and pay raise schedules must be included in the compensation plan;
 - d. applicable collective bargaining agreements and letters of concurrence;
 - e. any affirmative action plan adopted by the Contractor.
 - f. Contractor shall file changes in these documents with TED's Fiscal Unit prior to the effective dates.
7. Submit to TED's Fiscal Unit within five (5) working days after the end of each month a Monthly Report for that month. A Final Report shall be submitted within forty-five (45) calendar days after the conclusion of the projects covered by this contract. Both Monthly and Final Reports shall contain, at a minimum, those items specified in Exhibit "B". Program reports which are not recieved on time or are incomplete may result in delayed or reduced reimbursement or contract termination.
8. Ensure that appropriate staff will attend monthly contract discussion meetings. Staff shall also, given reasonable notice, attend other meetings and training sessions as requested by TED.

B. Fiscal Provisions

1. Contractor shall expend project funds within the limits established by the Project Budget marked as Exhibit "B". Advance funds not spent and accounted for in the Monthly and Final Reimbursement Reports shall be returned to TED within forty-five (45) calendar days after the end of the contract period. Any cost incurred by Contractor over and above the sums set out in the budget shall be at Contractor's sole risk and expense.
2. All payments made pursuant to this contract are subject to audit. TED or its agents may perform spot audits at their discretion at any time during the contract period to provide additional controls. If Contractor violates or permits violation of contract terms or conditions and the Federal Government demands repayment of funds from TED as a result of those violations, Contractor shall repay TED the amount of funds directly related to the violation. If a contract cost is disallowed after reimbursement has occurred, Contractor shall repay TED within forty-five (45) calendar days or on a written alternative schedule assigned by TED Fiscal Unit.

3. Allowable costs incurred by Contractor shall be reported using the "Accounting Report Forms" included in Exhibit "B". Expenses incurred during a given month must be reported to TED's Fiscal Unit by the fifth working day after the end of that month.
4. All allowable contract expenses incurred during the life of this contract must be reported to TED's Fiscal Unit within forty-five (45) calendar days following the end of the contract period. Monthly and Final Reimbursement reports and accompanying documentation received late may not be paid or processed unless the reporting deadline is extended in writing by the TED Director.
5. Contractor will pay or set aside funds to pay all required Federal and State taxes prior to the submission of project reimbursement requests.
6. Contractor will use accrual accounting methods in tracking and recording payments under this contract.

C. Personnel and CETA Participant Provisions

1. Contractor agrees that all CETA Participant grievances initiated as a result of this contract shall be received and resolved in accordance with the TED grievance procedure:
2. Contractor agrees that all CETA participants trained under this contract shall:
 - a. Be allowed to meet with City personnel on participant matters upon receiving Word Processing instructor's consent.
 - b. Be oriented by instructional staff concerning goals to be achieved during Participants' training period.
 - c. Be evaluated weekly on training progress attendance during the first two weeks of training and advised of their progress during this period.
 - d. Be replaced only during the first two weeks of training from a list of alternates who meet entry level requirements of the training.
 - e. Not engage in any political or religious activities or lobbying during training hours.
 - f. Upon advance notice to the PCC Instructor, be released from Portland Community College Training duties to participate in training and work related activities required by TED.
3. Contractor shall keep and ensure the accuracy of daily time and attendance records for participants and shall forward such records to TED Fiscal Unit in accordance with the schedule provided to the Contractor by TED.

4. Contractor shall not discriminate against, or deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.

D. Records and Property Control

1. Contractor shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all costs claimed to have been incurred during the performance of this contract. These records shall be preserved and made available to TED and/or its agents for a period of five (5) years. However, in the event of an audit, records shall be kept by Portland Community College until all audit expectations are resolved.
2. All files and records preserved in accordance with paragraph "1" above shall be open to inspection by designated TED staff.
3. Contractor shall provide, at TED's request, sufficient staff or board interview time and reports necessary to: a) perform project research; b) perform project evaluation; c) monitor the project; and d) complete fiscal reviews and audits.
4. If disclosure of participant records is requested by other parties, current TED confidentiality standards shall apply. If Contractor has more restrictive confidentiality provisions than TED, the more restrictive confidentiality provisions shall control.
5. Contractor shall submit to TED copies of all requests for Federal, State or local grants that affect this contract prior to submitting the request to the funding source.
6. Contractor shall submit to TED's Fiscal Unit one (1) copy of all formal documents produced under this contract.
7. Any program income received as a result of activities under this contract shall be used and accounted for as provided in 29-70.205-3 of 41 CFR Part 29-70. Any items copyrighted as a result of the activities of this contract shall be in compliance with 29-70.215-9 and 29-70.215a-2 of 41 CFR.
8. All purchases on nonexpendable property with funds from this contract shall be approved in writing in advance by TED. All nonexpendable property purchased with CETA funds is owned by TED and shall be disposed of in accordance with instructions furnished by TED. The provisions of this clause do not apply to equipment which will become the property of the participant as provided by CETA Rules and Regulations.
9. All items with a purchase price of one hundred (\$100) dollars or more and purchased hereunder shall be purchased in the name of TED. Such purchases shall be for cash and not include any credit terms and shall be reported to TED within ten (10) days, tagged by TED, included in TED's Property Control, and shall be the property of TED. Contractor shall maintain an acceptable and current log of this property and property acquired under previous contracts with TED. All nonexpendable

items shall be returned to TED within ten (10) days after the contract has terminated. Property is not transferrable, either geographically or between projects without approval by TED.

Section II: AGREED TED

A. TED shall:

1. provide copies of CETA related information listed in Section I, Paragraphs "B", "C", and "D";
2. supply required reporting forms; TED reserves the right to make appropriate revisions in reporting forms when necessary;
3. give contractor written notice within a reasonable time after becoming aware of contract performance deficiencies;
4. monitor and evaluate participant and project activities.

B. Payment for the services described in this contract will be made to Contractor after satisfactory performance and after receipt of billing with appropriate documentation by TED's Fiscal Unit, 522 S.W. Fifth Ave., 6th Floor, Portland, Oregon 97204. Payment shall not be construed as a waiver of TED's right to challenge the level of Contractor's performance or the adequacy of supporting programmatic or fiscal documentation under this contract.

Section III: CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION AND SANCTIONS

- A. Contractor has been selected by TED for this work because of its particular experience in this program area. This contract is personal between the parties and Contractor shall not assign or subcontract in whole or part any contractual duties without approval by TED.
- B. In the event TED decides to assign its interest in this contract, in whole or part, TED shall give written notice of the assignment to Contractor thirty (30) calendar days prior to the assignment.
- C. The term "approval by TED", as used throughout this contract, means written approval by the Director of the Training and Employment Division.
- D. Documents submitted to TED by Contractor shall be regarded as received when delivered to the Training and Employment Division.
- E. Any major change in the contract or its attached exhibits shall be submitted for approval by TED before becoming effective. A contract modification may be required when:
 1. change in total budget amount;
 2. overexpenditure in major category of more than 5% (wages, fringes, allowances, training, services, administration);
 3. change in TED approved capital outlay;

4. change in organization's officers;
 5. change in organization name;
 6. changes in Federal or State law, Rules and Regulations or allocations;
 7. a substantial change in program design and/or program goals is planned.
- F. This contract may be terminated, in whole or in part, without limiting remedies, by either party to this agreement, if the other party fails to perform in accordance with the terms of the contract, and fails to initiate remedial action within ten (10) days after receiving written notification specifying the failure of performance.
- G. Either party to this contract may elect to terminate the contract without cause, providing a thirty (30) day written notice of intent to terminate is delivered to the other party.
- H. TED may terminate this agreement at any time by written notification if its Federal, State or local grants are suspended or terminated before or during the contract period. In the event of termination, the contractor shall be entitled to reimbursement for allowable costs incurred up to the date of termination indicated in the written notice.
- I. Nothing in this contract shall be construed to limit either parties' legal contract remedies, including but not limited to the right to sue for damages or specific performance, should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Project Narrative

Word Processing Training Program

The Program Committee of the Private Industry Council has recommended that the PIC initiate a training program for word processing clerks under the Private Sector Initiative Program, Title VII. The goal of this program will be to train and place 20 word processing clerks.

Portland Community College will structure an intensive six-month curriculum covering:

- basic language skills
- typing
- computational skills
- word processing

Thirty to thirty-five (30-35) participants will be placed in "Phase I" of the training program. This three-month phase will consist of four modules: language skills (grammar, punctuation, sentence structure, spelling) for approximately 10 hours per week, typing (using a self-pace format) for 10 hours per week, computational skills for 5 hours per week and "Introduction to Word Processing" for 5 hours per week. This last course will include discussion of general background, types, and uses of word processing, trips to different word processing centers and career opportunities in the field. Students will have access to at least one machine during Phase I.

We anticipate that 10 of the 30 to 35 participants in Phase I will drop out or be directed into other clerical fields prior to the commencement of Phase II.

Phase II will be the second three months of training and will focus on hands-on instruction on the equipment as well as refining basic skills. Machine transcription skills will also be taught during this time. Each student will receive 6 hours per week of instruction (with self-paced curriculum) on the word processing equipment.* Participants will spend 5 hours per week sharpening typing skills, 5 on machine transcription (using a variety of equipment), and 5 on editing skills. The remaining 9 hours per week will be spent in one of the above areas, depending on the participants' individual needs. PCC will give a certificate of completion to all successful participants at the close of the program.

- The training day will be from 9:00 am until 4:00 pm each day at PCC's Southeast Center on 82nd Avenue. The program will begin January 19th and end July 19th, 1981.

- One full-time instructor and one full-time classroom aide will work with participants. Additionally, PCC will contract with a part-time instructor for the computational skills component of Phase I.

The Training and Employment Division's Intake, Assessment and Orientation unit will be responsible for recruiting and screening participants. PCC staff will work directly with the assessment staff in determining specific assessment tools.

*This is twice as much as is normally provided in PCC's regular programs.

TED will bear the major responsibility for participant placement upon successful completion of the program. PCC's Placement Office will provide placement assistance.

Proposed Timeline

Nov. 17 Begin recruitment of participants
 Jan. 19 Phase I of instruction begins at PCC
 Apr, 20 Phase II of instruction begins at PCC
 July 17 Participants placed in unsubsidized employment

The Training and Employment Division will be responsible for issuing participant allowance checks.

Reporting

PCC will note the progress of each participant at least once monthly. Any participants who are making less than satisfactory progress* will be counseled by PCC staff in order to initiate corrective action. PCC will notify TED Case Managers in writing no later than the fifth day of each calendar month of any participant making unsatisfactory progress. Such notification will include a description of the problem(s) and corrective action planned to remedy the situation.

PCC may not terminate a participant from the program without concurrence from TED Case Management.

At the midpoint of this program (April 19th, 1981), PCC will submit to TED a program progress report which will include:

1. Narrative of the progress of the program as a whole (Have Phase I goals been met? Are participants ready to enter Phase II?)
2. Outline of any problems encountered and corrective actions proposed to address those problems.
3. Any recommendations for changes in the program.

At the close of the program PCC will submit to TED a summary report with information similar to the midpoint report. This will be submitted to TED not later than July 31st, 1981 .

*"Satisfactory progress" shall mean that the participant's progress is such that there is every reasonable expectation that she/he will successfully complete the program and enter unsubsidized employment within 6 months.

BUDGET SUMMARY

150868

Contractor : Portland Community College
 Name and : 12000 S.W. 49th
 Address : Portland, Ore. 97219

Contract # _____
 Modification # _____

Charge to Title VII :

	<u>Total Amount</u>	<u>% of total budget</u>
Participant wages and fringe benefits	<u>N/A</u>	<u> </u>
Training costs	<u>\$35,357</u>	<u> </u>
Services	<u>N/A</u>	<u> </u>
- Administration	<u>\$3,504</u>	<u> </u>
TOTAL BUDGET REQUESTED	\$ <u>38,861</u>	<u>100%</u>

150868

Budget: ADMINISTRATION

Contractor : Portland Community College
 Name and : 12000 S.W. 49th
 Address : Portland , Ore. 97219

Contract # _____
 Modification # _____

Contract dates January 19, 1981
 to July 19, 1981

ADMINISTRATION

1 Staff salaries (Itemize on ADMIN 2)	\$ _____
2 Fringe benefits (Itemize on ADMIN 2)	_____
3 Office supplies	_____
4 Travel (\$ _____ per mile for _____ staff members)	_____
5 Rent (_____ square feet at _____ specify location)	_____
6 Utilities	_____
7 Telephone - local service	_____
8 Telephone - long distance service	_____
9 Postage	_____
10 Insurance and bonding	_____
11 Equipment repair and maintenance	_____
12 Staff training	_____
13 Reproduction and printing	_____
14 Equipment rental	_____
15 Authorized equipment (Itemize on AUTHORIZED EQUIP.)	_____
16 Other Indirect Costs @ 15%	\$3,504.
17 Other	_____
18 Other	_____
19 Other	_____

TOTAL ADMINISTRATION BUDGET

\$ \$3,504.

BUDGET ITEMS

150868

Contractor: Portland Community College
Name and : 12000 S.W. 49th
Address : Portland, Ore. 97219

Contract #
Modification #

Contract dates: January 19-
to July 19, 1981

Charge to Title VII

PARTICIPANT WAGES AND FRINGE BENEFITS WHILE ON THE JOB

- 1. Wages earned on the job
2. Fringe benefits
FICA
Workers' Compensation
Health Insurance
Other:
Other:
SUBTOTAL

PARTICIPANT WAGES AND FRINGE BENEFITS WHILE IN TRAINING

are budgeted in above category. However, you will be required to report these items separately on a monthly basis.

TRAINING COSTS

- 3. Instructors' Wages
4. Instructors' fringe benefits
5. Tuition and fees (Itemize)
6. Training supplies and materials
7. Office Supplies
8. Telephone
9. Printing
10. Equipment rental
11. Other:
12. Other:
SUBTOTAL

SERVICES

- 13. Services staff wages (Itemize)
14. Services staff fringe benefits (Itemize)
15. Office supplies
16. Telephone
17. Printing
18. Equipment rental
19. Other:
20. Other:
SUBTOTAL

TOTAL BUDGET \$ 35,357

150868

PERSONNEL ITEMIZATION
for
INSTRUCTORS
(Training Staff)

Contractor : Portland Community College
Name and : 12000 S.W. 49th
Address : Portland, Ore. 97219

Contract # _____
Modification # _____
Contract dates January 19-
to July 19, 1981

(A) No. of Positions	(B) Position titles	(C) Salary Rate (monthly FT)	(D) % of time on project	(E) # of months on project	(AxBxCxD) TOTAL COST
1	Instructor	1736.00	100	6	10,416
1	Instructor (math)	1000.00 Flat Rate	-	55 hrs.	1,000
1	Instructor (transcrip)	750.00 Flat Rate	-	55 hrs.	750
1	Instructor (personal improvement)	12.40 per hr.	-	10 hrs.	124
1	Classroom Aide	921.83	100	6	5,531

Fringe Benefits

FICA	\$ 6.65-1185.
Workers' compensation	.87- 155.
Retirement	17.18-3062.
Life insurance	_____
Health insurance	550.
Unemployment insurance	.8 - 143.
Other Dental Ins.	441
Other	_____
TOTAL	\$ 5,536.

Personnel Total	\$ 17,821
Fringe Benefits Total	5,536
TOTAL PERSONNEL COSTS	23,357

ORDINANCE NO. **150868**

An Ordinance authorizing one (1) contract in the amount of \$38,861 with Portland Community College to provide word processing training services under CETA Title VII, the Private Sector Initiative Program, with the City of Portland's Human Resources Bureau, Training and Employment Division, AU 682, beginning January 19, 1981, and not to extend beyond July 19, 1981; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland has been designated by the U. S. Department of Labor as Prime Sponsor for administering funds under the Comprehensive Employment and Training Act (CETA) to provide employment and training services for unemployed persons.
2. The City of Portland Training and Employment Division's Private Industry Council (PIC) has identified the need for training entry level workers in the word processing field.
3. Portland Community College has demonstrated capability in instruction of trainees to be employed as an entry level word processing clerk.
4. Portland Community College regularly operates a program of demonstrated effectiveness in word processing training and maintains equipment and curriculum suitable for such a program.
5. The project narrative and costs for the training are set out in Exhibit "A".
6. The total cost of this contract will be derived from the U. S. Department of Labor CETA funds, Title VII, and is budgeted in the CETA Fund through FY 80-81.
7. It is therefore appropriate that the Commissioner in Charge and the City Auditor execute, on behalf of the City, a contract for training services with Portland Community College in the amount of \$38,861 under CETA Title VII, Human Resources Bureau, Training and Employment Division, effective January 19, 1981 through July 19, 1981, as set forth in Exhibit "A".

NOW, THEREFORE, the Council directs:

- a. That the Commissioner in Charge and the City Auditor execute, on behalf of the City, a contract for training services with Portland Community College in the amount of \$38,861 under CETA Title VII, Human Resources Bureau, Training and Employment Division, effective January 19, 1981 through July 19, 1981, as set forth in Exhibit "A".

ORDINANCE No.

b. The Mayor and the Auditor are hereby authorized to draw and deliver warrant(s) chargeable to FY 80-81 budget; CETA Title VII, Private Sector Initiative Program, RU 682, Human Resources Bureau, Training and Employment Division, when demand is presented, approved by the proper authorities.

Section 2. The Council declares that an emergency exists because delay in enactment of this Ordinance will cause unnecessary program interruption and administrative delay in the function of the CETA program; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE NO. 150868

ORDINANCE NO. 150868

THIS

Ordinance (if) an emergency exists because delay in enactment of this Ordinance will cause unnecessary program interruption and administrative delay in the function of the CETA program; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

DEC 17 1980

APPROVED BY CITY OF PORTLAND
GEORGE ARMONIAKIN

Passed by the Council, DEC 17 1980

Commissioner Mike Lindberg
JPG:pj
12/10/80

Attest:

George Armoniak
Auditor of the City of Portland

Calendar No. 4396

ORDINANCE No. 150868

Title

An Ordinance authorizing one (1) contract in the amount of \$38,861 with Portland Community College to provide word processing training services under CETA Title VII, the Private Sector Initiative Program, with the City of Portland's Human Resources Bureau, Training and Employment Division, AU 682, beginning January 19, 1981, and not to extend beyond July 19, 1981; and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Jordan	/	
Lindberg	/	
Schwab	/	
Ivancie	/	

FOUR-FIFTHS CALENDAR	
Jordan	
Lindberg	
Schwab	
Ivancie	

Filed DEC 11 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy

INTRODUCED BY
Commissioner Mike Lindberg

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works ML/MS

BUREAU APPROVAL
Bureau: Human Resources
Prepared By: <i>Joseph P. Gonzales</i> Date: 12/10/80
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Erma E. Hepburn</i>

CALENDAR
Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer