



# Montana Department of LABOR & INDUSTRY

1  
2 Division: Workforce Services Division  
3 Category: Programs  
4 Effective Date: 3/30/2017  
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6 Policy No.: 01-17

## 7 Senior Community Services Employment 8 Program (SCSEP) Policy

9 **Background:** The Senior Community Service Employment Program (SCSEP) program, authorized by  
10 Title V of the Older Americans Act is the federally sponsored employment and training program targeted  
11 specifically to low income older individuals who want to enter or re-enter the workforce. The Montana  
12 Department of Labor and Industry (DLI) has been designated to administer SCSEP. DLI as the SCSEP grantee,  
13 contracts the operation of the program. The contract sub-recipient is selected through the Request for Proposal  
14 process.

15 DLI Workforce Services Division, hereinafter referred to as WSD, has been designated as the technical  
16 assistance and oversight entity for SCSEP.

17 **Scope:** This policy applies to all service providers operating SCSEP, SCSEP program managers, SCSEP  
18 fiscal officers and the SCSEP monitoring team. This policy is effective March 30, 2017.

### 19 Policy:

#### 20 SCSEP Eligibility Requirements and Suitability:

- 21 • To the extent possible, the SCSEP sub-grantee will focus on SCSEP eligible minorities and be familiar  
22 with the ethnic, racial, and cultural mix of the older adult populations within their areas to ensure  
23 recruitment efforts include potential participants of all backgrounds. The number of minority  
24 participants enrolled shall be in proportion to the population.
- 25 • SCSEP eligibility requirements. Criteria for determining SCSEP eligibility includes:
  - 26 ○ Age – an individual must be 55 years of age or older on the date eligibility is determined. There  
27 is no maximum age limit for participation in SCSEP.
  - 28 ○ Income – Individual or family income must not exceed 125 percent of the federal poverty level.  
29 A person with a disability may be treated as a family of one for the income calculation. The US  
30 Department of health and Human Services issues the income limits annually.
  - 31 ○ Place of Residence – An individual must reside in the state and county in which the sub-grantee  
32 is authorized to operate SCSEP. The Residence must be a permanent dwelling place. There is no  
33 requirement to the length of residence prior to enrollment.
  - 34 ○ Employment Status – Individuals must be unemployed at the time of eligibility determination  
35 and recertification.
- 36 • SCSEP priority of service. Priority must be given to individuals who have one or more of the following  
37 characteristics:

- 1           o 65 years of age or older;
- 2           o Have a disability;
- 3           o Have limited English proficiency or low literacy skills;
- 4           o Reside in a rural area;
- 5           o A veteran; or the spouse of a veteran who died of a service connected disability, is a member of
- 6           the armed forces on active duty missing in action more than 90 days, captured in the line of
- 7           duty by a hostile force, forcibly detained by a foreign government, or who meet program
- 8           eligibility requirements under Section 2 of the Jobs for Veterans Act, Public Law 107-288
- 9           (2002);
- 10          o Have low employment prospects;
- 11          o Have failed to find employment after utilizing services provided through the One-Stop system; or
- 12          o Is homeless or at risk for homelessness.
- 13      • If the provider is meeting with participants and attending relevant community meetings in their
- 14      recruitment and outreach efforts and provides service to all eligible individuals, there is no need to
- 15      apply the priorities and preferences.

16 **Income Eligibility:**

- 17      • For purposes of eligibility determinations income may be the income received during the 12-month
- 18      period that ends on the date of application or the annualized income for the 6-month period that ends
- 19      on the date of application. The method of calculating income that results in a more favorable outcome
- 20      for the individual must be used.
- 21      • Included Income:
  - 22          o Earning, wages, commissions, bonuses, tips and self-employment income;
  - 23          o Benefits received under Title II of the Social Security Act, of which 75 percent will be counted as
  - 24          includable income;
  - 25          o Survivor benefits;
  - 26          o Pension or retirement income;
  - 27          o Interest income;
  - 28          o Dividends;
  - 29          o Rents, rental income, royalties, estates and trust;
  - 30          o Educational assistance;
  - 31          o Alimony;
  - 32          o Financial assistance from outside the household; and
  - 33          o Other income.
- 34      • Excluded Income:
  - 35          o Unemployment compensation;
  - 36          o Benefit received under title XVI of the Social Security Act Supplement Security Income for the
  - 37          Aged, Blind and Disabled (SSDI);
  - 38          o Payment made to or on behalf of veterans or former members of the Armed Forces under the
  - 39          laws administered by the Secretary of Veterans Affairs;
  - 40          o 25 percent of a benefit received under title II of the Social Security Act;
  - 41          o Supplemental Security Income;
  - 42          o Public assistance;
  - 43          o Income from other employment and training programs;
  - 44          o Disability benefits;
  - 45          o All forms of child support;
  - 46          o Workers' compensation;
  - 47          o The first \$2,000 of certain per capita fund distribution that are made to Indians pursuant to the
  - 48          Indian Claims Act;
  - 49          o Any other income exception required by applicable federal law e.g., stipends from programs
  - 50          funded by the Senior Corps of National and Community Service;

- 1           o Capital gains received (or loss incurred) from the sale of property;
- 2           o Withdrawals of bank deposits;
- 3           o Money borrowed;
- 4           o Tax refunds;
- 5           o Gifts; and
- 6           o Lump-sum inheritances, insurance payments, gambling and lotter earnings.
- 7           • 2017 Health and Human Services poverty guidelines adapted for SCSEP 1/26/2017. Updated annually.

| Size of Family Unit             | 48 Contiguous States and D.C. | (x125)   | Alaska   | (x125)   | Hawaii   | (x125)   |
|---------------------------------|-------------------------------|----------|----------|----------|----------|----------|
| 1                               | \$12,060                      | \$15,075 | \$15,060 | \$18,825 | \$13,860 | \$17,325 |
| 2                               | \$16,240                      | \$20,300 | \$20,290 | \$25,363 | \$18,670 | \$23,338 |
| 3                               | \$20,420                      | \$25,525 | \$25,520 | \$31,900 | \$23,480 | \$29,350 |
| 4                               | \$24,600                      | \$30,750 | \$30,750 | \$38,438 | \$28,290 | \$35,363 |
| 5                               | \$28,780                      | \$35,975 | \$35,980 | \$44,975 | \$33,100 | \$41,375 |
| 6                               | \$32,960                      | \$41,200 | \$41,210 | \$51,513 | \$37,910 | \$47,388 |
| 7                               | \$37,140                      | \$46,425 | \$46,440 | \$58,050 | \$42,720 | \$53,400 |
| 8                               | \$41,320                      | \$51,650 | \$51,670 | \$64,588 | \$47,530 | \$59,413 |
| For each additional person, add | \$4,180                       | \$5,225  | \$5,230  | \$6,538  | \$4,810  | \$6,013  |

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9 **Eligibility Determination:**

- 10           • Determination/Participation Application – The participant application form documents eligibility and provides information on the applicant’s age, income, place of residence and current status of employment. To properly determine eligibility, the applicant’s personal information must be accurately recorded on the participant application form and all supporting documents provided must be reviewed.
  - 14           o Sub-grantee staff shall ensure the applicant understands that by signing the participant application form, he or she is affirming that all the information provided on the form is true, and if any of the information is found to be false after enrollment, he or she may be terminated immediately.
- 16           • Confidentiality and/or Sharing of Information on Application – The participant application form contains personal information and, potentially, information on an applicant’s medical condition; therefore, it must be kept in a secure confidential location.
- 21           • Ineligible Applicants – If an applicant is determined to be ineligible for participation in SCSEP, the individual will be referred to a One-Stop Center or other employment and training partners for services.

23 **Documenting Eligibility:**

- 24           • Sub-grantee staff is responsible for documenting eligibility information and for recording that information on the participant eligibility form. Examples of acceptable documentation for each eligibility requirement include:
  - 27           o Age – Birth certificate, Social Security award letter, driver’s license, and/or passport.
  - 28           o Income for self and family members – Social Security award letter, earning statements, pension statements, prior year income tax return, and/or bank statements showing interest.
  - 30           o Residence – Utility bill, voter’s registration card, and/or driver’s license. A physical address is required, not a post office box.
  - 32           o Unemployment status – Verify by Unemployment Insurance (UI) records where possible, reviewing bank records for payroll deposits, phone calls to former employers, and/or certification from another agency that has reviewed the documentation.
  - 34           o Documenting a family of one – A signed self-certification is acceptable. If no other documentation exists, the Family Size Certification form may be used. When this method is

1 used, case notes must reflect efforts to secure the appropriate documentation. In the event the  
2 applicant or participant lives with other family members and the individual cannot produce any  
3 supporting official documentation, the family certification form may be used. If the applicant or  
4 participant would like to qualify as a family of one because of his/her disability, the disability  
5 must be documented. This documentation may include medical documents, letter from  
6 Vocational Rehabilitation Services, disability-parking permit issued by the State, or for Social  
7 Security Disability Income (SSDI), the Social Security Administration's benefits letter. If an  
8 individual does not want to qualify as a family of one, no declaration or documentation of  
9 disability is required.

- 10 • US citizenship is not a requirement for eligibility; however, the Immigration and Naturalization Service  
11 requires an Employment Eligibility Verification form (I-9) for every person hired after November 6, 1986.  
12 This form must be completed prior to enrollment.

### 13 Recertification of Eligibility:

- 14 • Verification of eligibility must be completed every 12 months after initial determination of eligibility.

### 15 Definition of Family:

- 16 • For determining income level for eligibility in SCSEP, a family include a householder and one or more  
17 living in the same household who are related to the householder by birth, marriage or adoption. This  
18 includes but is not limited to a husband, wife, dependent children, parent or guardian.
- 19 • An applicant or participant that is claimed as a dependent on the federal income tax return of another  
20 family member with whom he/she resides is defined as a family of two or more.
- 21 • People related by birth, marriage or adoption and residing together are considered members of one  
22 family, including subfamily members.
- 23 • Subfamily is defined, as a family within a family or a married couple with or without children or one  
24 parent with one or more of his/her own never-married children less than 18 years old. A subfamily does  
25 not maintain its own household, but lives in the home of someone else.
- 26 • Related subfamily is defined, as a family within a family or a married couple with or without children or  
27 one parent with one or more of his/her own never-married children less than 18 years old. For example,  
28 while an adult daughter and her child would constitute a family in their own right if they lived alone, they  
29 would be considered a subfamily if they lived with her parents.
- 30 • Unrelated subfamily is defined as a married couple with or without children, or a single parent with one  
31 or more of his/her own never married children under 18 years old living in a household. Unrelated  
32 subfamily members are not related to the householder. An unrelated subfamily may include such  
33 people as guests, partners, roommates, or resident employees and their spouse and/or children. An  
34 unrelated subfamily is not included in the determination of income eligibility for SCSEP.

### 35 Orientation:

- 36 • When selected for participation, the participant must be given an orientation to the SCSEP, including  
37 information on goals and objectives, community service assignments, training opportunities, supportive  
38 services, the opportunity for a free physical examination, participant rights and responsibilities,  
39 permitted and prohibited activities, grievance procedures and data privacy.
- 40 • Participants will receive both a copy and a verbal explanation of the involuntary termination policy  
41 during orientation.
- 42 • Participants must be unemployed to qualify for enrollment in SCSEP. Sub-grantee staff must inform all  
43 participants that they may not be employed while participating in the program and they must notify the  
44 program representative immediately upon becoming employed.

1 **Assessment and Individual Employment Plan (IEP):**

- 2 • When selected for participation, the participant must be given an initial assessment and an IEP must be  
3 developed that outlines the participant’s goals, educational and training needs. The assessment shall  
4 include:
- 5 ○ work history,
  - 6 ○ skills,
  - 7 ○ interests,
  - 8 ○ talents,
  - 9 ○ physical capabilities,
  - 10 ○ aptitudes,
  - 11 ○ need for supportive services,
  - 12 ○ occupational preferences,
  - 13 ○ training needs,
  - 14 ○ potential for performing community service assignment(s), and
  - 15 ○ potential for transition to unsubsidized employment.
- 16 • The participant shall be assessed no less than two time during a twelve-month period, including the  
17 initial assessment. The IEP shall be updated as necessary to reflect information gathered during  
18 subsequent participant meetings or assessments.

19 **Permissible Training Activities and Community Service Assignment:**

- 20 • When an individual is selected for participation in the SCSEP, the IEP clarifies the participant’s goals  
21 and needs. Training consistent with the IEP enables the participant to successfully perform the  
22 community service assignment, increase skills and job placement potential, improve quality of life, and  
23 enables obtaining unsubsidized employment.
- 24 • The sub-grantee is encouraged to obtain training through local resources at no cost or little cost to the  
25 program. Participants may be paid wages while in training. There are no limitations on the number of  
26 hours an individual may engage in training other than needs reflected in the IEP.
- 27 • Community Service Job Training is provided through the host agency/workplace. Community service job  
28 training requires a detailed training plan and realistic timeline for learning needed skills. Training at the  
29 workplace is often more practical than classroom training. Additional classroom training, seminars, on-  
30 the-job experience (OJE) and training through other employment and training programs is permissible. A  
31 SCSEP participant must be assigned to a worksite prior to receiving training. Community service  
32 assignment specifications:
- 33 ○ Host agency agreement is required. Agreement must specify the nature of the community  
34 service assignment, the hours the participant will train, and the circumstances and the number  
35 of participants the host agency will train.
  - 36 ○ An IEP detailing skills to be learned and a timeline to achieve the goal is required.
  - 37 ○ Rotating worksite assignments is encouraged.
- 38 • General Training is designed to enhanced or refresh a participant’s basic skills. It includes skill training,  
39 classroom training, lectures, seminars and individual instruction. General training may be combined  
40 with community service training, specialized training, OJE, or other general training options such as self-  
41 development training available from sources other than Title V of the OAA during hours other than  
42 hours of community service assignment. General training specifications:
- 43 ○ Must be eligible SCSEP participant.
  - 44 ○ Must be assigned to a community service worksite prior to receiving training.
  - 45 ○ Must be consistent with the IEP that details skill to be attained and timelines for achieving that  
46 goal.
  - 47 ○ Cost must be at little or no cost to the program.
- 48 • Specialized Training is designed to prepare a participant for a specific job or industry. This may be  
49 provided through a workforce partner, the sub-grantee, a customized training class, and educational  
50 institution, or other training provider. Specialized training may be combined with community service

1 training, general training, lectures, seminars, individual instruction, or OJE. Specialized training  
2 specifications:

- 3 ○ Must be an eligible SCSEP participant.
- 4 ○ Must be consistent with the IEP.
- 5 ○ Cost must be at little or no cost to the program.
- 6 ○ Contract must be negotiated with provider detailing training curriculum, specific skills to be  
7 learned, deliverable timelines and payment and responsibilities.
- 8 ● On-the-job-experience (OJE) – is to be utilized when the unsubsidized job goal requires specific skills  
9 not attainable through the community service worksite. OJE may be utilized after a participant has  
10 completed at least two weeks at a community service assignment. A provider may negotiate with a  
11 potential employer, public or private, an OJE agreement that specifies no more than 40 hours a week  
12 for up to 12 weeks of training. The OJE agreement must also stipulate that if the OJE has been  
13 satisfactory, the participant will remain on the employer’s payroll as a permanent employee. An OJE can  
14 only be used once in a 12-month period with any single participant. An OJE may be combined with other  
15 training such as community service, classroom training, seminars, lectures, individual instruction, and  
16 specialized training options such as self-development training. OJE specifications:
  - 17 ○ The OJE agreement or contract must not be with a current host agency providing a worksite for  
18 an SCSEP participant. A host agency is a public agency or a private nonprofit organization,  
19 which provides a training worksite and supervision for one or more participants.
  - 20 ○ The contract must detail the skills to be learned, timelines and benchmarks to be achieved.
  - 21 ○ Agreement or contract and timesheets relating to the OJT must show hours worked each week  
22 and the number of weeks to be worked.
  - 23 ○ Total hours worked cannot exceed 40, including any work at a host agency.
  - 24 ○ Sub-grantee may reimburse up to 100 percent of wages for OJEs that do not exceed 4 weeks.
  - 25 ○ Sub-grantee may reimburse up to 50 percent of wages for OJEs that exceed 4 weeks.
  - 26 ○ The agreement or contract must stipulate the amount the employer is to be reimbursed and the  
27 hourly rate of pay.
  - 28 ○ In lieu of a reimbursement agreement with the employer, the sub-grantee may opt to pay the  
29 participant 100 percent of the wages earned on the OJE not to exceed 12-weeks total duration.
  - 30 ○ The contract must stipulate whether the sub-grantee or the employer is to be responsible for  
31 workers’ compensation claims that may result from the participant’s OJE training.
  - 32 ○ The contract must stipulate that there will be significant follow-up to resolve potential unsafe  
33 conditions or issues that arise with the employer or participant.
- 34 ● The sub-grantee collaborates with Montana’s One-Stop Centers to provide additional training and  
35 employment services to participants. One-Stop services include:
  - 36 ○ Orientation to workforce services,
  - 37 ○ Job counseling,
  - 38 ○ Employment referrals,
  - 39 ○ Referrals to educational or vocational training, and other referral services,
  - 40 ○ Labor market information,
  - 41 ○ Workshops on resumes and interviewing, and
  - 42 ○ Resource room resources, including computers, fax, telephone and copy machines.

### 43 Supportive Services:

- 44 ● Some participants may require some supportive services to help them successfully complete their  
45 worksite assignment and obtain unsubsidized employment. Sub-grantees may provide or arrange for  
46 supportive services after assignment to a community service worksite. Supportive services may include  
47 but are not limited to payment of reasonable costs of:
  - 48 ○ Transportation,
  - 49 ○ Health care and medical services,
  - 50 ○ Job related or personal counseling,

- 1           o Incidentals such as work shoes, badges, uniforms or other work clothing, eyeglasses, and tools,
- 2           o Dependent care,
- 3           o Housing, including temporary shelter,
- 4           o Needs related payments, and
- 5           o Follow-up services.
- 6       • Follow-up services may be provided for up to 6 months after placement into unsubsidized employment.
- 7       • The sub-grantee must assess and document supportive service needs in the IEP for each participant.
- 8       Program providers should provide for payment of these supportive services from other community
- 9       resources or at little cost to the program.

## 10 Individual Durational Limit:

- 11       • Each participant is subject to an individual durational limit of 48 months; an extension of 12 months
- 12       may be granted to the participant with at least one of the statutory waiver factors listed below:
  - 13           o 75 years of age or older,
  - 14           o Meets Social Security age requirements but does not receive Social Security benefits, or
  - 15           o Lives in an area of persistent unemployment and has severely limited employment prospects.
- 16       • The sub-grantee shall:
  - 17           o Inform all participants in writing of the grantee;
  - 18           o Apply the individual durational limit policy uniformly to each participant served;
  - 19           o Ensure a transition plan is in place for each participant plan affected by a durational limit and
  - 20           implement the transition plan in a timely manner to ensure the best possible outcome for each
  - 21           participant;
  - 22           o Provide written notice of termination at least 30 days in advance of the termination date when a
  - 23           participant will be terminated due reaching his or her time limit; and
  - 24           o Provide the grievance procedure for any participant who wishes to appeal terminations,
  - 25           including durational limit terminations. A copy of the grievance will be given to each participant
  - 26           whenever a participant is informed of a durational limit termination.

## 27 Participant Corrective Action and Warning:

- 28       • A participant will be given an opportunity to correct his or her behavior, conduct or failure to comply with
- 29       the IEP requirements; except in cases involving serious harm or imminent threat to health, safety,
- 30       property, etc. At any point in the correction action process, if a participant makes positive efforts or the
- 31       participant's lack of action is justified, corrective action will be discontinued. The following steps for
- 32       corrective action will be taken:
  - 33           o Step 1: Formal Warning
    - 34               ▪ If a participant displays behavior or conduct outlined in the reasons for "for cause"
    - 35               terminations or refuses to comply with the IEP requirements, the participant will be given
    - 36               a verbal warning and counseled to correct actions or behavior. Absent extenuating
    - 37               circumstances, the participant will be informed in writing by the sub-grantee director of
    - 38               the requirement to correct the behavior or conduct. The sub-grantee director will provide
    - 39               a copy of the first formal warning to WSD.
  - 40           o Step 2: Second Formal Warning
    - 41               ▪ When a participant for a second time displays behaviors or conduct outlined in the
    - 42               reasons for "for cause" terminations or refuses to comply with the IEP requirements, the
    - 43               participant will be verbally warned and counseled to correct actions. Absent extenuating
    - 44               circumstances, the sub-grantee director will send the participant a written warning that
    - 45               he or she has 30 days from the date of the letter to correct the behavior or conduct. In
    - 46               the case of an IEP violation, the participant may be directed to complete specific IEP
    - 47               related tasks. The written warning will include a statement that failure to make
    - 48               improvement or complete the IEP related tasks will result in termination. The sub-
    - 49               grantee director will provide a copy of the second formal warning to WSD.

- 1           o Step 3: Notice of Termination
- 2                 ▪ When a participant does not make improvement in actions, or for a third time displays
- 3                 behavior or conduct outlined in the reasons for “for cause” terminations, a letter will be
- 4                 sent notifying the participant that he or she will be exited 30 days from the date of the
- 5                 letter.

## 6 Termination:

- 7         • The following termination policy will be followed fairly and equitably when involuntarily terminating
- 8         participants. Participants will not be terminated based on age. Except as noted below in the case of
- 9         serious violation, participants will receive progressive discipline and an opportunity for corrective action
- 10         before a form termination notice is issued. All inappropriate behavior or poor performance must be
- 11         documented. In the case of a serious offense, participants will receive a 3-day termination letter
- 12         notifying them of the date of exit, the reason for the termination and the right to appeal under the
- 13         SCSEP grievance procedure. Sub-grantee staff shall review the termination policy with participants at
- 14         least once each year during recertification. There are 6 reasons a participant may be involuntarily
- 15         terminated from SCSEP:
  - 16           o Knowingly providing false information in the eligibility process,
  - 17                 ▪ Intentionally providing inaccurate information to qualify for SCSEP. If this occurs, the
  - 18                 participant will be placed on Leave Without Pay immediately, and a 30-day notification
  - 19                 of termination will be sent to the participant. The sub-grantee will inform WSD of the
  - 20                 intent to place the participant on Leave Without Pay and provide a copy of the 30-day
  - 21                 notification of termination letter.
  - 22           o Being incorrectly determined eligible at enrollment or the annual recertification,
  - 23                 ▪ A participant will be terminated if found ineligible for participation in SCSEP after
  - 24                 enrollment through no fault of the participant. A participant will be terminated if they
  - 25                 were enrolled or deemed eligible for continued enrollment based on an error in
  - 26                 determining program eligibility. When this occurs, the participant will be notified
  - 27                 regarding the error and immediately sent a 30-day termination letter. The participant will
  - 28                 be able to continue participating in the program until the date of exit as noted in the
  - 29                 letter. The sub-grantee shall refer the participant to other potential sources of
  - 30                 assistance such as the One-Stop Center. The sub-grantee will inform WSD of the basis
  - 31                 for termination and provide a copy of the 30-day notification of termination letter.
  - 32           o Being determined no longer eligible at recertification,
  - 33                 ▪ During recertification, a participant may be determined no longer eligible due to a
  - 34                 change in eligibility criteria such as income, family of one due to a change in disability
  - 35                 status, employment status, and number of household members. The participant will be
  - 36                 notified and immediately sent a 30-day notification of termination letter. The participant
  - 37                 will be able to continue participating in the program until the date of exit as noted in the
  - 38                 letter. The sub-grantee will inform WSD of the basis for termination and provide a copy
  - 39                 of the 30-day notification of termination letter.
  - 40           o Reaching the maximum 48-month participation limit,
  - 41                 ▪ A participant will be terminated when he or she meets the 48-month maximum
  - 42                 participation date and does not qualify for an extension under documented waiver factor
  - 43                 based on the Individual Durational Limit section of this policy. A waiver qualifies the
  - 44                 participant for a temporary 12-month extension. If the participant does not qualify for a
  - 45                 temporary extension, he or she will be sent a 30-day notification of termination letter 30
  - 46                 days before the 48-month maximum participation date. The participant will be able to
  - 47                 continue participating in the program until the date of exit as noted in the letter. Prior to
  - 48                 termination the sub-grantee will inform WSD whenever a participant reaches the
  - 49                 maximum participation date and if the participant has a qualified documented waiver
  - 50                 and subsequent temporary extension or does not qualify for a temporary extension of



1 the change regarding the participant's eligibility. The sub-grantee shall also provide a  
2 copy of the 30-day notification of termination to WSD.

- 3 ○ Becoming employed during enrollment, or
  - 4 ■ A participant who is discovered to be employed while enrolled without having notified  
5 the program of the employment will be terminated from the program. If this occurs, the  
6 participant will be placed on Leave Without Pay immediately, and a 30-day notification  
7 of termination will be sent to the participant. The sub-grantee will inform WSD of the  
8 basis for termination and provide a copy of the 30-day notification of termination letter  
9 prior to termination.
  - 10 ○ For cause, including refusing to accept 3 job offers or referrals to unsubsidized employment  
11 based on the IEP (with no extenuating circumstances hindering the participant from moving to  
12 unsubsidized employment).
    - 13 ■ For cause terminations generally require that participants commit willful misconduct  
14 before WSD or sub-grantee will consider termination to be the appropriate action.
    - 15 ■ IEP related reasons to warrant termination for cause may include but are not limited to:
      - 16 ● Refusing to search for a job;
      - 17 ● Sabotaging a job interview, for example, a participant tells the interviewer that  
18 they are not interested in the job or that they are not qualified;
      - 19 ● Refusing to participate fully in training opportunities
      - 20 ● Refusing to transfer to a new community service training assignment;
      - 21 ● Refusing to register at the One-Stop Center;
      - 22 ● Refusing to take advantage of WIOA opportunities;
      - 23 ● Refusing to accept or lack of follow through in obtaining supportive services that  
24 will enhance the participant's ability to participate in a community service  
25 assignment consistent with the IEP;
      - 26 ● Refusing to cooperate with other IEP related referrals;
      - 27 ● Refusal to cooperate with the assessment or IEP process, e.g., refusing to  
28 participate in completing the assessment and training development plan.
    - 29 ■ The sub-grantee may refer the participant to other potential sources of assistance such  
30 as the One-Stop system. The sub-grantee will inform WSD of the basis of the for cause  
31 termination and provide a copy of the 30-day notification of termination letter.
    - 32 ■ Non-IEP related reasons to warrant termination for cause may include but are not  
33 limited to:
      - 34 ● Refusal to cooperate in recertifying eligibility by not supplying required  
35 documents or refusing to attend or be available for recertification appointment;
      - 36 ● Failure or refusal to perform assigned duties, e.g., refusing without good cause  
37 to do assignments that are part of the training description and required to  
38 increase skill and knowledge;
      - 39 ● Falsification of official records, such as timesheets;
      - 40 ● Intentional disclosure of confidential or private information obtained from the  
41 host agency, grantee, sub-grantee or local project;
      - 42 ● Frequent tardiness or unauthorized absences, including reporting to the  
43 assignment late or not reporting to the assignment and not informing the  
44 supervisor;
      - 45 ● Insubordination, defined as intentionally refusing to carry out the direction or  
46 instructions of a host agency supervisor or sub-grantee staff member, provided  
47 there were no extenuating circumstances and the direction or instructions were  
48 reasonable;
      - 49 ● Workplace harassment or discrimination on the basis of sex, race, color, religion,  
50 national origin, age, marital status or disability;

- 1 • Obscene, abusive, harassing or threatening language or behavior;
- 2 • Physical violence or intentional destruction of property;
- 3 • Theft;
- 4 • Causing an imminent threat to health or safety of self or others;
- 5 • Non-compliance with drug and alcohol free policy, which prohibits participants
- 6 from consuming, selling, purchasing, manufacturing, distributing, possessing or
- 7 using any illegal or no-prescribed drug; or from being under the influence of
- 8 alcohol and/or drugs while performing their host agency assignment or while
- 9 carrying out objectives required by the IEP. Legally prescribed medications are
- 10 excluded if they do not affect the participant's ability to perform his or her duties
- 11 or protect the safety of the participant or others; and
- 12 • Exceeding the approved Leave Without Pay by failing to return from an approved
- 13 break by the required date without due notice or good cause.
- 14     ▪ The sub-grantee shall information WSD of the basis of for cause termination and provide
- 15 a copy of the 30-day notification of termination letter.
- 16 ○ For cause termination that require immediate removal from host agency and leave without pay
- 17 pending termination.
- 18     ▪ When a participant's violation of the WSD or sub-grantee policies is of a serious nature,
- 19 immediate action to remove the participant from the host agency may be required. In
- 20 this case, the participant will be placed on leave without pay and a written 30-day notice
- 21 of termination sent. Examples of circumstances warranting immediate removal from the
- 22 host agency and leave without pay include but are not limited to:
- 23     • Gross misconduct such as violating the WSD and/or sub-grantee drug and
- 24 alcohol policy or intentionally endangering the lives of themselves or others; or
- 25     • Violence, including but not limited to physical or extreme verbal violence at the
- 26 training site.
- 27     ▪ In the case of for cause termination the sub-grantee will notify WSD immediately of an
- 28 action taken to remove the participant from the host agency and place be placed on
- 29 leave without pay and provide a copy of the written 30-day notice of termination.

### 30 Performance Accountability:

- 31 • There are currently 8 indicators or measures of performance, 6 core and 2 additional indicators.
- 32 Although the final Quarterly Progress Report (QPR) will be used to determine if providers have met
- 33 performance goals, performance will be monitored throughout the program year using all quarterly
- 34 reports. Performance measures include:
  - 35 ○ Hours of community service employment,
  - 36 ○ Entry into unsubsidized employment,
  - 37 ○ Retention in unsubsidized employment for 6 months,
  - 38 ○ Earnings,
  - 39 ○ Number of eligible persons served,
  - 40 ○ Number of most in need individuals served,
  - 41 ○ Retention in unsubsidized employment for 1 year, and
  - 42 ○ Satisfaction of participants and employers.
- 43 • Hours of community service employment is defined as the total number of hours of community service
- 44 provided by SCSEP participants divided by the number of hours of community service funded by the
- 45 grantee's grant. Paid training hours are excluded from this measure.
- 46 • Entry into unsubsidized employment is defined by the formula: of those who are not employed at the
- 47 date of participation: the number of participants who are employed in the first quarter after the exit
- 48 quarter divided by the number of adult participants who exit during the quarter.
- 49 • Retention in unsubsidized employment for six months is defined by the formula: of those who are
- 50 employed in the first quarter after the exit quarter: the number of adult participants who are employed

1 in both the second and third quarters after the exit quarter divided by the number of adult participants  
2 who exit during the quarter.

- 3 • Earnings is defined by the formula: of those participants who are employed in the first, second and third  
4 quarters after the exit quarter: total earnings in the second quarter plus total earnings in the third  
5 quarter after the exit quarter divided by the number of participants who exit during the quarter.
- 6 • The number of eligible individuals served is defined as the total number of participants served divided  
7 by the grantees authorized number of positions.
- 8 • Most in need is defined by counting the total number of the following characteristics for all participants  
9 and dividing by the number of participants served. Participants are characterized as most in need if  
10 they:
  - 11 ○ Have a severe disability;
  - 12 ○ Are frail;
  - 13 ○ Are age 75 or older;
  - 14 ○ Meet the age requirements for Social Security but do not receive Social Security benefits;
  - 15 ○ Live in an area with persistent unemployment and are individuals with severely limited  
16 employment prospects;
  - 17 ○ Have limited English proficiency;
  - 18 ○ Have low literacy skills;
  - 19 ○ Have a disability;
  - 20 ○ Reside in a rural area;
  - 21 ○ Are veterans;
  - 22 ○ Have low employment prospects;
  - 23 ○ Have failed to find employment after utilizing services provided under title I of WIOA; or
  - 24 ○ Are homeless or at risk for homelessness.
- 25 • Retention in unsubsidized employment for 1 year is defined by the formula: of those who are employed  
26 in the first quarter after the exit quarter: the number of participants who are employed in the fourth  
27 quarter after the exit quarter divided by the number of participants who exit during the quarter.
- 28 • Satisfaction of the participants, employers, and their host agencies with their experiences and the  
29 services provided is defined as the results of customer satisfaction surveys administered to each of  
30 these three customer groups. DOL will prescribe the content of the surveys.
- 31 • Providers will be expected to meet at least 80 percent of their negotiated performance level for each  
32 performance standard and for all measures in the aggregate. Adjustments to the performance  
33 standards will be allowed based on the following 5 criteria:
  - 34 ○ High unemployment, poverty, or welfare and Temporary Assistance for Needy Families (TANF)  
35 program in the service area relative to other areas of the state.
  - 36 ○ Significant economic downturn in the service area.
  - 37 ○ Significant numbers of participants with one or more barriers to employment relative to other  
38 areas of the state.
  - 39 ○ Changes in Federal, State or local minimum wage requirements.
  - 40 ○ Limited economies of scale for the provision of community service employment and other  
41 authorized activities in the areas served.
- 42 • These 5 criteria may or may not adversely affect performance. The responsibility for showing that one or  
43 more of these criteria will affect or has affected performance will rest with the individual program  
44 provider. WSD will consider the providers request as well as the need to meet established performance  
45 standards. WSD will be responsible for providing documentation to DOL substantiating the need for any  
46 adjustment in its performance standards.

#### 47 Sub-grantee Sanctions:

- 48 • Each sub-grantee's performance will be assessed by WSD no later than 30 days after the end of each  
49 program year. Performance goals are considered to be met if the aggregate score for all SCSEP

1 measures is between 80 and 100 percent. Sub-grantees with an aggregate score of 100 percent are  
2 considered to be exceeding performance standards.

- 3 • If a provider fails to meet the performance standard for one or more individual measures, but has met  
4 the overall performance goal, technical assistance will be provided relative to the failed standard(s).
- 5 • Program providers that fall below 80 percent of their aggregate negotiated performance standard are  
6 subject to the following sanctions:
  - 7 ○ The provider will submit a corrective action plan no later than 30 days after the end of the  
8 program year. The state will provide technical assistance.
  - 9 ○ Failure to meet the aggregate performance standard for a second consecutive year will result in  
10 loss of slots equivalent to 25 percent of the sub-grantee's current year funds for the first full  
11 program year following the determination. The slots are redistributed among other sub-grantees  
12 who have met their performance measure goals, with consideration given to equitable  
13 distribution.
  - 14 ○ Failure to meet the aggregate performance standard for a third consecutive year will result in a  
15 competition to award the remaining grant for the first full year following the determination to a  
16 new sub-grantee.

### 17 Data Collection and Reporting:

- 18 • SCSEP grantees are required to submit individual participant records that contain information about  
19 participants, host worksites, and placement with unsubsidized employers.
- 20 • The sub-grantee is required to enter the information into the internet based SCSEP Performance and  
21 Results Quarterly (SPARQ) performance report system. SPARQ stores electronic records at the US  
22 Department of Labor (DOL), and allows grantees to maintain their records via the internet.
- 23 • Timely data entry affects performance reporting. The sub-grantee shall enter data into SPARQ within 10  
24 working days.
- 25 • Data from the forms will be transmitted to DOL for aggregation and the production of the QPR. The sub-  
26 grantee is not required to submit a quarterly data report but is required to submit a quarterly narrative.

### 27 Union Organizing, Nepotism, Maintenance of Effort (MOE):

- 28 • SCSEP funds will not in any way be used to assist, promote or deter union organizing.
- 29 • Nepotism is an unfair practice that occurs when hiring or delivery of program services is based on  
30 personal connections. SCSEP recipients must ensure that no recipient or sub recipient hires, and no  
31 host agency services as a worksite for, a person who works in a SCSEP community service assignment if  
32 a member of that person's immediate family is engaged in a decision making capacity, whether  
33 compensated or not, for that project, subproject, recipient, sub recipient, or host agency. The SCSEP  
34 grantee may request the DOL exempt worksites on Native American reservations and in rural areas from  
35 this requirement if adequate justification can be documented, such as that no other persons are eligible  
36 and available for participation in the program.
- 37 • Grantees and sub-grantees must ensure that no one in a SCSEP administrative decision-making  
38 position is allowed to hire a family member for a position that is funded with SCSEP funds. In addition,  
39 providers must ensure that no host agency serves as a worksite for a participant if a member of that  
40 person's immediate family is engaged in a decision-making capacity for that host agency.
- 41 • For purposes of this section, "immediate family: means wife, husband, son, daughter, mother, father,  
42 brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law,  
43 aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, or grandchild.
- 44 • Providers must ensure that program funds are used to employ participants only in addition to  
45 employment that would be otherwise funded by the provider or host worksite utilizing funds other than  
46 title V.
  - 47 ○ A community service agreement for a participant under title V of the OAA is permissible only  
48 when the following specific maintenance of effort requirements are met.
  - 49 ○ Each project funded under title V:

- 1                   ▪ Must not reduce the number of employment opportunities or vacancies that would
- 2                   otherwise be available to individuals not participating in the program;
- 3                   ▪ Must not displace currently employed workers; including partial displacement, such as a
- 4                   reduction in the hours of non-overtime work, wages, or employment benefits;
- 5                   ▪ Must not impair existing contracts or result in the substitution of federal funds for other
- 6                   funds in connection with work that would otherwise be performed; and
- 7                   ▪ Must not employ or continue to employ an eligible individual to perform the same work
- 8                   or substantially the same work as that performed by any other individual who is on
- 9                   layoff.

## 10 Administrative Requirements:

- 11           • WSD will perform the following functions:
  - 12               ○ Provide policy guidance and interpretation of the federal and state laws through the SCSEP
  - 13               policy;
  - 14               ○ Write or modify any policies or procedures which are necessary to interpret or clarify policies;
  - 15               ○ Provide oversight and technical assistance to the sub-grantee;
  - 16               ○ Manage statewide planning and coordination; write and submit the state's grant application;
  - 17               ○ Submit fiscal and program quarterly report based on sub-grantee activities during a quarter;
  - 18               ○ Fiscal and performance reporting;
  - 19               ○ Coordinate with SCSEP in the US Department of Labor;
  - 20               ○ Support SCSEP outreach efforts;
  - 21               ○ Monitor for compliance with SCSEP; and
  - 22               ○ Conduct SCSEP data validation.
- 23           • This program will have an annual monitoring.

## 24 Funding:

- 25           • PY 2016 received \$542,558 for operation of the program. In PY 2016 the 10 percent match of
- 26           \$60,284 was provided by the sub-grantee through the worksite supervisor's time spent in the
- 27           supervision and training of SCSEP participants.
- 28           • WSD shall retain \$21,702 for program administration requirements.
- 29           • WSD shall provide \$520,856 to the sub-grantee for program operations.

## 30 References:

- 31           • [Older American Act \(OAA\) Title V](#)
- 32           • [Jobs for Veterans Act sec 2, Public Law 107-288, \(2002\)](#)
- 33           • [20 CFR 641, SCSEP, September 1, 2010](#)
- 34           • [SCSEP Data Collection Handbook](#)
- 35           • [OWB 04-04](#)
- 36           • [TEGL 12-06](#)