



**Lummi Fishers Project Grievance Policy:**

**LFP: Lummi Fishers Project**

**PAB: Project Advisory Board**

**Policy Statement:**

Situations may occur where a client believes that the fair and consistent application of a policy affecting him/her has not been followed. In most cases, **LFP** expects that the client will be able to satisfactorily address such concerns within his/her self sufficiency plan. However, when a recent or continuing problem has not been resolved within a particular request for service, the **LFP** wishes to provide clients an alternative vehicle for doing so. No client shall be subjected to discrimination or adverse treatment for participating in a grievance procedure.

**Definitions or Regulations:**

A “basic grievance” is defined as a claim that the **LFP** has violated a published policy in the manner in which a client was treated.

Possible discrimination on the basis of race, color, age, sex (including sexual harassment or sexual orientation), religion, creed, handicap, and status as a veteran.

Possible discrimination on the basis of support service such as:

- |  |   |
|--|---|
| <b>A. Needs Related Payments</b>         | <b>E. Job Support (work gear, work clothes, union dues)</b> |
| <b>B. Childcare</b>                      | <b>F. Tuition &amp; Books</b>                               |
| <b>C. Training Tools &amp; Work Gear</b> | <b>G. Work Experience</b>                                   |
| <b>D. OJT Contract Services</b>          | <b>H. Transportation (mileage, car repair or bus pass)</b>  |

Clients wishing to pursue claims of such discrimination must contact the **LFP** Director.

**Procedure:**

The **LFP**'s grievance procedure consists of three steps:

- (1) Step I- Informal***
- (2) Step II- Formal***
- (3) Step III- Appeal.***

Each step has its own procedures, as set forth below.

**Time Limits:**

If a client waits an unreasonable length of time before submitting his/her grievance or proceeding to the next step, the fact-finding process could be difficult and appropriate action inappropriate. As such, clients are strongly encouraged to follow the time limits below. The **LFP** Director, or his/her designee, may waive the time limits if extenuating circumstances prevent the timely filing of the grievance.

The following time limits apply to this procedure:

***Step I-*** Grievance must be filed within 14 days of the event(s) that lead to the grievance.

***Step II-*** The grievance must be filed at Step II within 14-days of the Director's written response at Step I.

***Step III-*** The grievance must be filed at Step III within 14 days of the written decision of the **LFP** Director, his/her designee, at Step II.

***Step I- Informal Step***

In many cases, disputes over the application or interpretation of policy can be resolved through communication. As such, the first step in the grievance process is a discussion between the client and the case manager. The client can initiate this step in one of two ways:

- a) Talk with his/her case manager. The client should promptly bring the matter to the attention of the case manager, explaining the nature of the problem and the relief sought. The case manager should respond within three business days, if possible. If the case manager provides an oral response to the client, the case manager should prepare a written record of the response.
- b) If the matter can not be resolved with the case manager or if the cannot decide whether or not to initiate a grievance or is reluctant to discuss the matter with the case manager he/she may seek the advice of the **LFP** Director. The director should provide a written response to the client at the completion of this process.

If the informal procedure fails to resolve the grievance, and the client wishes to continue the matter, the client must begin the steps of the formal procedure no later than 14 calendar days after the receipt of the case manager/director's response.

## ***Step II- Formal Step***

- a) If the matter is not resolved at Step I, the client may proceed to Step II by submitting a written statement to the **LFP** director. This statement should outline the relevant facts that form the basis of the client's grievance, indicating the **LFP** policy that has allegedly been violated, and stating the resolution sought. The statement should also identify the person(s) who was involved at Step I.
- b) If any staff member, in the opinion of that client or the director, has a bias or an interest in the case and is thus impartial, shall not be involved in the grievance process.
- c) When the **LFP** Director has been contacted, the administrative assistant will designate a date and place for a meeting of the grievance.

Upon receipt of the client's written statement, the administrative assistant, will:

- a) Advise the **LFP** Director of the grievance and determine if the Step I procedure was complied. (If the Step I procedure was not followed, the **LFP** Director or his/her designee will refer the client back to Step I unless the **LFP** Director determines that such referral is not likely to resolve the matter.)
- b) Schedule a meeting with the client, case manager and the **LFP** Director. (Executive assistant if requested from the **LFP** Director.) The meeting should be held promptly (if possible within 14 calendar days of receipt of the clients written statement.)
- c) Act as chairperson of the meeting, hear both sides of the dispute, render a written decision following the meeting, and provide the parties with copies of the decision

The **LFP Director** will conduct its meeting under the following guidelines:

- a) Prior to the meeting, the parties to the dispute (the case manager and the client) shall determine with the assistance of the **LFP** Director, or his/her designee: Stipulated facts and documents that shall be prepared and transmitted to the **LFP** Director.
- b) The unresolved issue(s) to be brought before the **LFP Director**.
- c) The **LFP Director** shall conduct the meeting in any manner it deems fair and equitable. To ensure a fair meeting, the parties will present all relevant facts directly to the **LFP** Director and will present witnesses who have direct knowledge of the facts and can offer information about the grievance.
- d) The meeting will be conducted privately. The parties may have any **LFP** staff of their choice, which is willing to serve in this capacity, as adviser at the meeting. Such advisers may offer suggestions and comments. However, the appeal meeting is not an adversarial proceeding and is not subject to the procedures of a court of law. The presence of legal counsel at the hearing is not permitted. The **LFP Director** may request a recording of the proceeding be made. (Note taking is allowed)

- e) The LFP Director shall draft a recommendation based on the stipulated facts and the evidence brought forth at the meeting.

***Step III- Appeal***

If the client is unsatisfied with the response from the **LFP** Director at Step II, the client can proceed to Step III by submitting a written request to the **PAB** for a meeting. A 6 member board (**PAB**) shall hear the grievance and provide a written recommendation to the **LFP** Director. The function of the **PAB** shall be to determine, based upon the facts, whether or not the **LFP** followed its policy in the manner in which a client was treated.

- a) The written recommendation of the **PAB** will be reported to the **LFP** Director and his/her designee within 15 working days after the conclusion of the meeting.
- b) The **PAB** recommendation will be consistent with **LFP** policy and will be advisory to the **LFP** Director, or his/her designee, who decision will be final and not subject to review under any other grievance procedure. Copies of the **LFP & PAB** decision will be provided to the client.

This signature is authorizing the use of this document as policy from this date forward.

  
\_\_\_\_\_  
Clifford Cultee LIBC Chairman

  
\_\_\_\_\_  
Date



# LUMMI INDIAN BUSINESS COUNCIL

2616 KWINA ROAD · BELLINGHAM, WASHINGTON 98226 · (360)384-1489

DEPARTMENT \_\_\_\_\_

DIRECT NO. \_\_\_\_\_

## Lummi Nation Fisher NEG Fishers Project Out-of-Area Job Search Assistance Policy

**SUBJECT:** Out-of-Area Job Search Assistance Policy

**PURPOSE:** To provide limitations on the amount of financial support that can be provided to support out of area job searches.

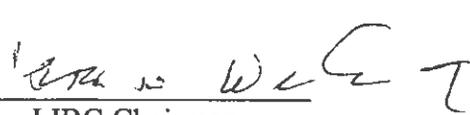
**POLICY:** Out-of-Area Job Search Assistance is available only to enrolled participant in the Lummi Nation NEG Project to enable them to become permanently employed.

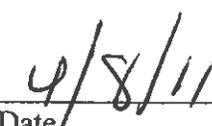
Out-of-Area Job Search Assistance may only be authorized for an enrolled participant who has completed a job skills training course or has documented bona fide full-time permanent employment experience in the job skill that are in demand in areas over fifty (50) miles distance from the Lummi Nation Reservation in Bellingham Washington.

**Routine Benefit Cap:** No more than \$750 may be provided for any one Out-of-Area Job Search event unless a written request for a waiver has been approved in advance by the Project Director and/or his/her designee.

**Total Benefit Cap:** In no instance may more than \$1,500 be provided to any client to support Out-of-Area Job Search. NEG funds may only be used to cover the costs of Out-of-Area Job Search which are not paid by a prospective employer or other unemployment program and/or services.

This signature is authorizing the use of this document as policy from this date forward.

  
\_\_\_\_\_  
Clifford Cultee LIBC Chairman

  
\_\_\_\_\_  
Date





# LUMMI INDIAN BUSINESS COUNCIL

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DEPARTMENT \_\_\_\_\_

DIRECT NO. \_\_\_\_\_

## Lummi Nation NEG Fishers Project Relocation Policies

**Subject: Relocation Assistance**

**Purpose:** To describe the conditions, amount and limitations on the amount of financial support that can be provided for relocation assistance.

**Policy:** Relocation assistance is available only to enrolled Fishers Project participants to enable them to become permanently employed.

Relocation assistance may only be authorized for an enrolled participant who has received a bonifide offer of full-time permanent employment in an area over 50 miles commuting distance from the Lummi Nation Reservation in Bellingham Washington.

No more than \$750 may be provided for relocation assistance unless a written request for a waiver had been approved in advance by the Project Director.

In no instance may more than \$1,500 be provided. DOL funds may only be used to cover the cost of relocation which is not paid for by prospective employer or by the employer who has laid off the participant.

Relocation assistance is generally limited to \$750.00 for the reasonable and necessary expenses to transport the individual, the family and household possessions to the relocation area. This limit can be increased up to \$1,500 by a written appeal to the Project Director when she deems the financial need justifies the increase and does not exceed the \$1,500 limit.

Relocation assistance must be requested in writing and in advance of actual relocation.

In general, no payment for relocation expenses will be made without receipts or other evidence of actual cost. The cost associated with hiring a commercial mover or renting a moving truck/van/trailer will be paid through a pre approved voucher. Payments for meals and lodging during are based on the LIBC travel policy. The individual may request a travel advance for meals and lodging.

All shipments of household and personal goods must be completed within six months following the date of application for relocation assistance unless waived by the Project Director due to extraordinary circumstances such as illness of a family member.

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DEPARTMENT \_\_\_\_\_

DIRECT NO. \_\_\_\_\_

## **Supportive Services for Lummi Fishers Project Clients' Policy and Procedure Directives**

Supportive services may be provided only to those individuals who are registered in Lummi Fishers Project. Due to funding limitations, adult and dislocated workers must be registered in an intensive or training service to receive supportive services. A waiver to this policy may be granted by the Project Director or designee for an adult or dislocated worker in a registered core services (including follow-up services) and unable to obtain supportive services through other programs providing such services. Supportive services should only be provided when other non- Lummi Fishers Project resources are not available to provide such services.

Supportive services may only be provided when they are necessary to enable individuals to participate in Lummi Fishers Project activities including follow-up services.

These limits supportive services are the following:

- Job Support (job ready, work related clothing, and tools)
- Transportation (car repair, mileage to and from training, car repair)
- Childcare

Support services are based on financial need. To be eligible, a registrant's gross family projected monthly income (at the time of the supportive services request) from all sources (except income designated to cover training costs when PELL or student loan is used for tuition) must be (1) at or below 200% of the poverty guidelines or (2) through a income/expense analysis, demonstrate a lack of sufficient resources.

For low income clients' a presumptive need has been established and an eligibility determination for support services does not need to be completed. However, if you become aware of a substantial change in a participants income and further support services are needed, an eligibility determination for support services must be completed. For dislocated workers, an eligibility determination for support services must be completed for every request.

Poverty guidelines are adjusted each year in the Federal Register by the Department of Health and Human Services (HHS). Eligibility determination for support services is based on 200% of the poverty guidelines on a monthly basis. Following are the eligibility guidelines for support services:

Persons in family	200% Guideline
1	\$1,815
2	\$2,452
3	\$3,052
4	\$3,725
5	\$4,362
6	\$4,998
7	\$5,635
8	\$6,272
For families with more than 8 persons, add \$637 for each additional person.	

The following list, although not exhaustive, enumerates the kinds of supportive services that can be provided, their restrictions and guidelines for their provision.

1) **Transportation:** Restricted to travel for job search, training activities (including class registration, testing, etc.) and employment. The use of public transportation when available. Full payments for travel expenses may be provided to participants in wage paying activities. (OJT, Work Experience, Limited Internships) only until they receive their first full paycheck. Subsequent to receiving first full paycheck, no further travel subsidy will be provided unless prior written approval has been obtained from the Lummi Fishers Project Director. Travel costs are reimbursed at the following rates:

- Ongoing mileage may only be provided to those individuals attending classroom training who reside more than 10 miles from school or class site as determined by a Map Quest point-to-point query or by another reliable internet travel site. Only the mileage in excess of 10 miles each way will be reimbursed. Reimbursement will be following the Lummi Indian Business Council rate which is currently at 0.51 per mile. Map Quest or other internet travel query should be attached to initial on-going mileage request.
- Car Pool Participant- \$0.25 if driver is not directly being reimbursed by Lummi Fishers Project.

a) Public Transportation- by receipt or token: actual cost of bus passes.

On-going mileage is excluded from the supportive services but has a maximum upper limit of \$500.00. Repairs and car parts are an allowable use within cost guidelines.

Note: Out of Area Job Search and Relocation Assistance are considered Intensive Services rather than supportive services and are only based on the individual's programmatic needs.

- 2) **Child Care:** Participants in wage paying activities must be denied DSHS support before Lummi Fishers Project resources can be used. Full reimbursement for child care expenses may be provided to participants in wage paying activities until they receive their first full paycheck. After receiving the first full paycheck, no further child care expenses will be reimbursed without prior, written approval of the Lummi Fishers Project Director.

Participants in non-wage paying activities may receive child care reimbursement for actual costs. Child Care vouchers must be accompanied by attendance records and/or documentation of training/job search activities and be checked, approved and initialed by the responsible case manager. Child care cost will be covered if child care is:

- a) In a facility of a licensed day care provider.

Child care reimbursement is for actual cost or at current rates, whichever is less, for up to eight hours per day or the full day charge by the provider.

Initial and continued eligibility for child care payments will be reviewed by case managers on a quarterly basis using the Child Care Eligibility Determination Form.

- 3) **Job or Training Placement Support:** Clothes, tools or safety equipment necessary to begin a training position or unsubsidized job. Should be requested no later than two weeks after the position or training begins. Once employed, should the need for additional clothes, tools or safety equipment arise, they would be handled as post-program support services. Pre-owned but adequate clothes and tools are appropriate to conserve Lummi Fishers Project resources and provide realistic consumer training. Repair to existing gear is allowable.
- 4) **Start Up/Emergency Assistance:** A \$50 case grant to defray initial miscellaneous costs, e.g., lunches, gas, personal needs associated with the start of employment or training until first check or other resources are received. Start up can also be provided during the training placement when an unforeseen need causes economic hardship and threatens the training outcome. Start up is not a loan and is not expected to be paid back.
- 5) **Licenses, Miscellaneous:** Driver's License, Food Handler Permit, etc. As costs are usually low, these should be done, if possible, as reimbursement to participant based upon a receipt.

This list is not all inclusive, but represents the major categories and services.

This signature is authorizing the use of this document as policy form this date forward.

  
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Clifford Cultee, LIBC Chairman

4.9.12  
\_\_\_\_\_  
Date





# LUMMI INDIAN BUSINESS COUNCIL

2616 KWINA ROAD · BELLINGHAM, WASHINGTON 98226 · (360)384-1489

DEPARTMENT \_\_\_\_\_ DIRECT NO. \_\_\_\_\_

## Lummi Nation NEG Fishers Project Needs-Related Payment Policy

**Subject:** Needs Related Payments (NRP)

**Purpose:** To describe the conditions, amounts and limitations on the amount of financial support that can be provided for Needs Related Payments.

**Policy:** Needs Related Payment are available only to enrolled Fishers Project participants who are not participating in any other wage paying activity, and provided to enable them to have supplemental income while they are in a training activity.

1. Needs-Related Payments (NRP's) are available to participants who:
  - a) Are not in wage paying activity; the individual must be unemployed and not qualify for or have ceased to qualify for UI.
  - b) Are in 20 or more hours per week or enrolled as a full time student (unless a written administrative waiver has been granted) of classroom other occupational or educational skill training components that have a per-determined content, e.g., customized training, vocational exploration program; and
  - c) Do not have or is not a member of a family that provides ongoing income and resources at or above the Needs Related Payment level.
  - d) Are not receiving a Supplemental Security Income, etc. that does not exceed the NRP maximum amount.
  - e) All participants are required to apply for Public Cash Assistance Payments, e.g., Temporary Assistance to Needy Families (TANF), and or General Assistance (GA) to off set cost of NRP distribution.
2. An Unemployment Insurance/Public Assistance (UI/PA) cross check will be made to ensure participants are not receiving UI and/or a cash PA payment above the NRP amount (e.g., TANF, GA, SSI etc.) in violation of their Needs-Based Payments agreement.
3. The Lummi Indian Nation NEG Program assures that all participants enrolled in programs for which Needs-Related Payments are authorized will have access to the process described in number one (1) above.

4. In addition to the UI/PA cross check, initial verification of the participant's included and excluded income and the identification of other support resources will minimize or prevent fraud.
5. Should participants fraudulently obtain Needs Related Payments the Project Director will initiate standard debt collection procedures through the Lummi Nation Finance Department and Tribal Court.
6. All payments will be made based on time sheets signed by both participants and training supervisor/instructor.

**Determination of level of payment:**

The Support Service Counselor will perform an assessment of the family using Washington State Unemployment standards and guidelines. The level of payments will be determined using all sources of income available to support the household. Needs Related Payments will equal the amount necessary to provide the individual and his or her family the income they would have received on State Unemployment Assistance, if they were eligible for that assistance.

The Needs-Based Payment will be made every two (2) weeks at the following levels:

<b>Lowest Weekly Amount</b>	<b>Average Amount</b>	<b>Bi-Weekly</b>	<b>Highest Monthly Amount</b>
<b>\$209.00</b>	<b>\$418.00</b>		<b>\$836.00</b>

**Restrictions on Payments**

The training Time/NRP record must be completed bi-weekly including the questions on the back regarding income which would affect their eligibility to receive Needs-Related Payments. An increase of income which results in an income level that exceeds the Needs-Related guidelines will be cause for non-payment for that period.

Participants who are initially not eligible for a Needs-Related Payments may at any time request a re-determination of eligibility if family income is reduced.

Any deviation from this policy due to special or undefined circumstances requires the written submission of a request for a waiver to the Project Administration.

If the participant is mandatorily required to meet special conditions such as participating in an adult education program or an appropriate and approved sobriety program or are not in compliance with their agreements with law enforcement agencies they will not be eligible to receive NRP's

Any time missed during a scheduled training day and if it is not the fault of the training institution will result in the loss of the payment for the entire day.

Excess absenteeism of one (1) day per month or six (6) days per quarter may result in immediate termination or suspension of training support and Needs-Based Payments.

- If enrolled in a customized accelerated training program participant cannot be absent more than one (1) day. This will result in termination from training course.

Needs-Based Payments will continue during school holidays and breaks except for summer recess. Participants will be eligible to receive Needs-Based Payments 14 days before school starts to support their efforts of registration. (Registering for school, school supply shopping, ordering books, filing and completing FAFSA, daycare preparation, career exploration & college tours etc...)

This signature is authorizing the use of this document as policy from this date forward.

  
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Clifford Cultee, LIBC Chairman

2-9-12  
Date





# LUMMI INDIAN BUSINESS COUNCIL

2616 KWINA ROAD · BELLINGHAM, WASHINGTON 98226 · (360)384-1489

DEPARTMENT \_\_\_\_\_

DIRECT NO. \_\_\_\_\_

## POLICY AND PROCEDURES DIRECTIVE FOR CODE OF ETHICS, CONFLICT OF INTEREST & PROTECTED DISCLOSURE POLICIES

### **Background:**

The Lummi Fishers Project is committed to maintaining the highest of standards of ethical conduct. Every board member and employee is expected to read, understand and apply this policy.

The Lummi Fishers Project recognizes that by its very composition conflicts of interest and issues concerning the appearance of fairness may arise. Therefore, it is essential for the Lummi Fishers Project Advisory Board and staff members to be sensitive and error on the side of caution when potential or real conflict or fairness matters occur.

The Lummi Fishers Project recognizes that many members of Project Advisory Board are selected because of their expertise and involvement in training, education, employment, and employer services. These members should have every opportunity to share their talent, knowledge, and experience within the parameters of fairness. The Lummi Fishers Project also recognizes that Project Advisory Board, and staff members may have professional and/or personal associations which could lead to conflicts of interest or unfairness real or apparent.

The Lummi Fishers Project is required to guard against problems arising from real, perceived, or potential conflicts of interest and to maintain an appearance of fairness. To accomplish these purposes, the Lummi Fishers Project establishes the following definitions, actions, and guidelines for interpretation.

**Code of Ethics:** During the performance of duties, your actions are a reflection upon the Lummi Fishers Project as well as a reflection upon you. It is extremely important that all Board members, employees act in a courteous, friendly, helpful and prompt manner in dealing with the public, customers, other employees, supervisors, officials, and members of both internal and external organizations of the Lummi Fishers Project.

**Ethical Principles:** All Lummi Fishers Project Board and employees or subcontractors hereafter referred to as Representatives will conduct themselves in an honest and ethical manner, including the ethical handling of perceived, potential and actual conflicts of

interest between Lummi Fishers Project interests and the personal or financial interests of a Lummi Fishers Project representative.

- A. Compliance with the Law:** It is the Lummi Fishers Project's policy to be knowledgeable of, and comply with all applicable laws and regulations of the United States and the State of Washington in a manner that will reflect a high standard of ethics. Compliance does not comprise one's entire ethical responsibility; rather it is a minimum, and an essential condition for adherence to mission and duties.
  
- B. Professional Standards:** It is the Lummi Fishers Project's policy that its representatives be knowledgeable of emerging issues and professional standards in the field and conducts themselves with professional competence, fairness, efficiency and effectiveness.
  
- C. Responsibility of Lummi Fishers Project Employees:** Lummi Fishers Project is committed to treating employees with honesty and respect, and to provide a safe and healthy work environment. The Lummi Fishers Project fully supports all relevant laws to protect and safeguard the rights and opportunities of all people to seek, obtain, and hold employment without regard to race, religion, sexual orientation, marital status, disability, age, national origin or other protected status. It is the Lummi Fishers Project's intent to provide an environment free of unlawful harassment and discrimination.

**Guidelines for Interpretation:**

Areas of concern are those actions or lack of actions which may lead to conflict or interest or the appearance of conflict of interest or to a perception of unfairness related to Lummi Fishers Project business or Lummi Fishers Project board and staff actions outside Lummi Fishers Project meetings. Specific areas which may pose problems include, but are not limited to, comments made in public, information sharing, and disclosure of associations.

- A. Comments Made in Public:** Representatives are encouraged to act in a public relations capacity for the Lummi Fishers Project. This includes public speaking engagements and comments in a public forum. Because there is interest in Lummi Fishers Project actions, Representatives should differentiate between descriptive comments, which relate to actions already taken by the Lummi Fishers Project, and statements, which imply future Lummi Fishers Project decision-making, or the ability to influence decision-making.
  
- B. Information Sharing:** Representatives are encouraged to share information with the community about Lummi Fishers Project activities. All must protect against implying that actions taken by a specific interested party may result in favorable consideration by the Lummi Fishers Project. To the extent possible, access to

information regarding procurement of services should be available at the same time and under the same circumstances to all parties. Such information includes the Strategic and Operations Plans, requests for proposals, notice of meetings, meeting minutes, and policies.

- C. **Disclosure of Associations:** Representatives have professional and personal associations throughout the community. Such associations have been and will continue to be of significant benefit to the Lummi Fishers Project. Where a direct or indirect financial conflict of interest exists, a Lummi Fishers Project Board member may not vote or serve on a rating team. Lummi Fishers Project Board member or staff must disclose all such associations. When associations raise appearance of fairness as an issue, Lummi Fishers Project Board member and staff members should qualify statements in public by disclosing the association: minutes of the meeting should reflect the disclosure.

## **II. Conflict of Interest**

A Conflict of Interest Policy is required in order to ensure that individuals or representatives of the Lummi Fishers Project entrusted with public funds will not personally or professionally benefit from the award or expenditure of such funds.

### **Policy & Definitions**

- A. All procurement transactions whether negotiated or advertised, without regard to dollar amounts, shall be conducted in a manner that avoids conflicts of interest or the appearance of conflict of interest. No Project Advisory Board member or staff member shall participate, cast a vote, nor participate in any decision-making capacity, in the selection, award or administration of a contract if a real, implied or apparent conflict of interest would be involved. Such a conflict would arise when the board member or staff member or his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. A director or staff member shall declare when a conflict of interest could occur.
- B. Neither membership on the Project Advisory Board nor the receipt of the DOL funds to provide training and related services shall be construed, by itself, to violate provisions of the DOL or its regulations.
- C. A conflict of interest under paragraph one (1) would arise when:
- An individual, i.e., director, employee or
  - Any member of the individual's immediate family (partners, spouse, children, or siblings), or
  - The individual's business partner, or

- An organization which employs, or is about to employ an individual (individual has received a job offer from the organization) who has financial or other interest, either through ownership or employment, and participates in the selection or award of funding for that organization or firm.
- D. Employees shall not provide or involve themselves in any aspect of agency services involving their friends, relatives, and/or former co-workers, such as; but not limited to:
- Accept, process or involve themselves in any phase of the initial or continued eligibility and provision of service process;
  - Interview, refer or participate in other services to employers or clients for purpose of obtaining jobs or services.
- E. Lummi Fishers Project Board members and employees shall neither solicit nor accept gratuities, favors or anything of monetary value from sub grantees, contractors, or potential sub grantees or contractors.
- F. The prior paragraph does not apply where the financial interest is not substantial (not more than \$50.00) or the gift is an unsolicited item of nominal intrinsic value (not more than \$50.00).
- G. Any violations of these provisions against conflict of interest shall be evaluated by the Lummi HR department on a case-by-case basis to determine if and what penalties, sanctions, or other disciplinary actions are appropriate.
- H. All employees shall sign a copy of this policy acknowledging they have read and understand this policy. Signed copies will be maintained in an employee file within the Lummi Fishers Project office for the duration of the grant.
- I. This policy will be reviewed and circulated annually at the first calendar quarter Project Advisory Board meeting of the year.

### **III. Appearance of Fairness**

The issue of the appearance of fairness arises out of associations, past, present, and future. While not a financial issue, as in conflict of interest, the association may appear unfair to the public. Associations which may cause an unfair appearance are memberships on boards of directors, advisory boards, professional and personal associations, and membership-like associations.

Whenever a Lummi Fishers Project, representative is in doubt about a possible problem with appearance of fairness, they will disclose the association from which the problem arises. Disclosure of association(s) does not prohibit a Lummi Fishers Project Board member from voting or participating in other Lummi Fishers Project business unless prohibited by the Board of Directors.

Associations are those which pertain to memberships in organizations or contractual agreements such as those between partners, stockholders, or employers and employees as well as those which arise out of custom, shared interests, friendships, or other relationships.

#### **IV. Protected Disclosure of Employee Concerns**

##### **Policy**

The Lummi Fishers Project is committed to lawful and ethical behavior in all of its activities and requires its employees to conduct themselves in a manner that complies with all applicable laws and regulations. If at any time a concern exists regarding the propriety or legality of any action contemplated to be taken or that has been taken by any Lummi Fishers Project employee, or grantee, contractor, vendor, as the action relates to Lummi Fishers Project activities, or if an action needs to be taken in order for the Lummi Fishers Project to be in compliance with law or appropriate ethical standards, you can address the issue directly by going to your manager or to the next level of management as needed until matters are satisfactorily resolved.

Alternatively, if you are not comfortable speaking to a manager or do not feel your issue has been properly addressed; you may contact the Lummi Fishers Project Director or the Tribal Chairperson.

Under this policy, those who report illegal or improper activity will be protected. Efforts will be made to treat a report of unethical or illegal conduct as confidential, consistent with the need to investigate and prevent or correct the action. The individual making the report will not be discharged, threatened, harassed, or discriminated against for reporting in good faith what they perceive to be wrongdoing, violations of law, or unethical conduct.

##### **Retaliatory Action Unlawful:**

1. It is unlawful for any employee to take retaliatory action against another employee because the employee provided information in good faith in accordance with the provisions that an improper governmental action occurred.
2. In order to seek relief, a Lummi Fishers Project employee shall provide a written notice of the charge of retaliatory action to the Equal Opportunity Officer (EOO) of the Lummi Fishers Project that:
  - (a) Specifies the alleged retaliatory action; and
  - (b) Specifies the relief requested.
3. The charge shall be delivered to the Lummi Fishers Project no later than (30) thirty days after the occurrence of the alleged retaliatory action. The Lummi Fishers Project has (30) thirty days to respond to the charge of retaliatory action and request for relief.





# LUMMI INDIAN BUSINESS COUNCIL

2616 KWINA ROAD · BELLINGHAM, WASHINGTON 98226 · (360)384-1489

DEPARTMENT \_\_\_\_\_

DIRECT NO. \_\_\_\_\_

## **Procurement of training related items/services, return of Lummi Fishers Project purchased item, and tool limits**

Registrants who have received Lummi Fishers Project purchased tools, equipment, or other supplies to participate in training or employment may be required to return them under certain conditions. These are outlined in the classroom training agreement, customized training agreements or a supplemental agreement for other Lummi Fishers Project activities such as OJT, Work Experience, or Limited Internships.

- In general, tools, equipment and other training related items may be required to be returned to Lummi Fishers Project due to failure by the registrant to complete a training program. Since returned items are intended to be given to other registrants, these items should not appear on the Lummi Fishers Project permanent inventory of property. Personal items such as clothing and footwear should not be returned and can be retained by the registrant. Books should be returned to the school bookstore for a credit to Lummi Fishers Project.

### **General tool limits and requirements for training program related items are as follows:**

- All items must be specified on an authorized list provided by the school(s) and approved by Lummi Fishers Project.
- For registrants receiving a support services, this authorized list will be presented for Lummi Fishers Project approval and costs will be identified on the training plan. Examples of necessary training related items that may be on this list include, but are not limited to: uniforms or special clothing, watches, required medical services for internship/clinical participation, consumable supplies, software, scientific calculators, driving abstracts, safety gear, and licensing fees. Registrants will be required to provide a list for each training program year.
- Tools and equipment can be selected by the registrant only from the approved tool list. Registrants can select tools from the approved tool list until they have exhausted the allowed amount.
- Training related items should be purchased based on program curriculum need.
- Maximum tool gauges and implements is \$300.00 and for work related clothing is \$250.00.

- Tool maximums are periodically reviewed to determine need and reasonable cost.

**General requirements for procurement of items through core and intensive services are as follows:**

- Tools, equipment, work clothing and other items may be purchased for program registrants on a case-by-case basis when the determination has been made that the items are necessary to secure employment, are reasonable and necessary for the given occupation, and are not usually provided by the employer for all employees.
- Items will be purchased only for dislocated workers that have a bonafide job offer with a commitment from the employer to retain the registrant as a permanent employee.
- Registrants who have received Lummi Fishers Project purchased items necessary to start employment through intensive or core services may be required to return these items if employment was not maintained for more than 9 months.

This signature is authorizing the use of this document as policy form this date forward.

  
\_\_\_\_\_  
Clifford Cultee LIBC Chairman

  
\_\_\_\_\_  
Date



# LUMMI INDIAN BUSINESS COUNCIL

2616 KWINA ROAD · BELLINGHAM, WASHINGTON 98226 · (360)384-1489

DEPARTMENT \_\_\_\_\_

DIRECT NO. \_\_\_\_\_

## Lummi Nation Fishers NEB Project Client Contact Policy and Directives

**Subject:** Client Contact Policy for Case Files

**Background:** Staff case notes/counseling logs are a required method of documenting services and represent the essential elements of service delivery; assessment of the need for services; a plan outlining the services to be provided and the intended and actual outcomes of series delivery. They create both a historical record of services delivery and are a compliance record for risk management.

**Policy:** Case notes/counseling logs will be proportional in number and content to the intensity of service design and deliver, but entries shall be no less than quarterly. In all participant files, the case notes/counseling logs should document the need for services provision or omission, the progress made in the service elements of and the plan of activities, result of the service, next steps base on the progress of the services, and the program outcomes of service delivery.

Case notes shall also document, with each service request, the need for the allowable supportive service and the effort to obtain other resources prior to providing DOL Dislocated Fisher Project Funding. Records should be specific, reflect observations and facts, and not contain derogatory comments, opinions or judgments.

This policy is intended to reflect that customer contact in the early stages of assessment and plan development to be inherently more intensive and frequent and therefore reflected in more frequent case notes/counseling logs. Additionally, service design necessitates more frequent contracts and management of some services; (i.e. work experience, basic skill training, and job search assistance etc.) versus other less intensive staff contact services (classroom based training, customized training or on the job training). The former necessitates more frequent and regular contact and the latter permits less frequent or intensive contacts and the documentation reflecting those service contacts in the case notes/counseling logs with the data base. On-the-job training has the requirement of monthly monitoring of the training site and training plan progress. Notes may be required to supplement the information contained in the monthly OJT voucher. Access to any participant record may be granted after a request is made in writing by the participant or though appropriately executed subpoena. Case notes/counseling logs will also be used for monitoring and auditing purposes.

The recording medium for case notes will be in the Fishers Project data base/ any other case notes in electronic or paper format are not considered part of the applicant or participant file and cannot be user to support the enrollment or services plan and

outcomes. All reference to medical conditions and medical services will be kept separate and locked file and comply with the intent and content of the policy.

This signature is authorizing the use of this document as policy from this date forward.

  
\_\_\_\_\_  
Clifford Cultee LIBC Chairman

4-9-12 CAC  
~~4-19~~  
\_\_\_\_\_  
Date