

COWIB Policy on Work Experience Activities

Effective: October, 2008

PURPOSE: To establish a local policy on the use of paid and unpaid work experience activities, including internships, as a service strategy in the WIA programs of the Central Oklahoma Workforce Investment Board.

AUTHORITY: The authority for this policy derives from the WIA Final Regulations which states:

“State and Local Boards are responsible for developing policies on the use, and duration, of both paid and unpaid internships and work experiences as a service strategy.” (Reference: Preamble, “Subpart B – Intensive Services”).

BACKGROUND: As described in the WIA Final Regulations, *“Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time.”* (Reference: 20 CFR 663.200(b) and 664.460(a)).

STATE & FEDERAL REQUIREMENTS: In developing a policy for internships and work experience activities, the Central Oklahoma Workforce Investment Board, its One-Stop Operator, One-Stop Center staff, and Youth Providers must be mindful of the requirements of our State and Federal funding sources.

Federal Policy: Work Experience activities are addressed, implicitly or explicitly, in the following sections of the WIA Final Regulations:

Sec. 663.200 What are intensive services for adults and dislocated workers?

Sec. 664.460 What are work experiences for youth?

Sec. 664.470 Are paid work experiences allowable activities?

Sec. 667.270 What safeguards are there to ensure that participants in Workforce Investment Act employment and training activities do not displace other employees?

Sec. 667.274 What health and safety standards apply to the working conditions of participants in activities under title I of WIA?

State Policy: Oklahoma Employment and Training Issuance [#9-2003, Change 1](#), offers the latest State-level guidance on the minimum required elements of a valid WIA Worksite Agreement.

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LOCAL POLICY:

It shall be the policy of the Central Oklahoma Workforce Investment Board (COWIB) and its Board of Local Elected Officials (LEO) that all Workforce Investment Act Title I-funded services shall be delivered in a manner that fully complies with the WIA law and regulations.

A copy of this policy shall be distributed to managers and staff members of the COWIB's One-Stop Centers and Youth Providers who are responsible for implementing any aspect of a Work Experience activity.

(1) General Requirements for Work Experience Activities.

Definitions. For the purpose of this policy, Work Experience activities may include:

- (i) **Regular Work Experience.** Paid work assignments in which the COWIB acts as an employer of record and pays a wage to the program participant (even though the worksite assignment may be with another agency, organization, or business);
- (ii) **Internship Assignments*.** An internship assignment in which another agency, organization, or business agrees to establish a temporary position for a WIA participant with an emphasis on education rather than merely employment;

**NOTE: In the context of this policy, an internship assignment is differentiated from a Regular Work Experience assignment by the fact that – when a participant enters an internship assignment -- the COWIB does not act as the employer of record. Rather, the internship agency, organization, or business establishes an internship position in a manner that is consistent with State and Federal law. For WIA participants, an internship assignment may offer important, intangible benefits including instruction and mentorship; networking opportunities; and a verbal or written letter of reference. The WIA participant may or may not receive a stipend or other payment from the internship provider.*

- (iii) **Community Service Activities.** Pursuant to 20 CFR 664.460(c)(9), paid and unpaid “Community Service” activities are a permissible type of Work Experience activity for WIA Youth program participants.
- (iv) **Job Shadowing Activities.** Pursuant to 20 CFR 664.460(c)(4), unpaid “Job Shadowing” activities are a permissible type of Work Experience activity for WIA Youth program participants.

Labor Standards. Labor standards apply in any work experience activity where an employee / employer relationship exists, as defined by the Fair Labor Standards Act (FLSA). Therefore, our policy defines “Regular Work Experience” as a paid activity since the COWIB is, by definition, acting as an employer of record. All standards of the

FLSA must be observed when a Regular Work Experience activity is being conducted, including the wage and hour provisions.

Health and Safety Standards. Regardless of whether a Work Experience activity is paid or unpaid, health and safety standards established under Federal and State law apply to the working conditions of participants engaged in programs and activities under Title I of WIA. (Reference: 20 CFR 667.724, “*What health and safety standards apply to the working conditions of participants...?*”).

Therefore, the COWIB and its service providers in Central Oklahoma must take necessary steps to assure that:

- Worksites are safe and well supervised;
- To the extent that a State workers’ compensation law applies, the requirements of the law are being met; and
- If a State workers’ compensation law does *not* apply to a participant in work experience, insurance coverage must be secured for injuries suffered by the participant in the course of such work experience.

NOTE: For additional information on the requirements of 20 CFR 667.724, see ***Attachment A***, “*Administrative Provisions Under Title I of the Workforce Investment Act.*”

Demand Skills. One of the purposes of a Work Experience activity is to provide WIA participants with exposure to good work habits and skills. Within this context, the COWIB recognizes that there are many different types of “skills” – including problem-solving skills, social skills, technical skills, etc. Each of these may be a determinant of a participant’s long-term success in the labor market.

To more fully describe the types of skills that are required for success in the workplace, the COWIB has defined a list of Demand Skills for the Central Oklahoma area. “Demand Skills” are a set of traits, aptitudes, abilities, attributes, and work habits that are essential to the productivity of business in the 21st century.

As defined by the COWIB, the “Demand Skills” for the Central Oklahoma workforce investment area include:

- Ethical Standards and Integrity;
- Work Ethic;
- Self-Direction and Initiative;
- Interpersonal Skills (communications);
- Dependability and Attendance;
- Listening Skills;
- Teamwork;
- Ability to Work with Others;

- Critical Thinking Skills; and
- Accountability.

As a matter of policy, the COWIB is committed to using our energy, resources, and influence to persuade job-seekers to acknowledge, understand, and embrace the value of possessing these skills.

Consequently, it is expected that every Work Experience activity will be designed to support the development of the Demand Skills possessed by each individual participant.

Provisions of the Child Labor Law. For worksite participants who are under the age of sixteen (16), the COWIB and its Youth Providers must take steps to assure that the requirements of the Oklahoma Child Labor Law are observed. The Child Labor Law includes a provision describing limits on working hours and a requirement for work breaks and rest periods during the work day:

“Section 75. Required Breaks and Hours

”No child under the age of sixteen (16) years shall be employed or permitted to work in any gainful occupation , other than agriculture or domestic service, more than three (3) hours in any one (1) school day, or more than eight (8) hours on a nonschool day or, if the employer is not covered by the Fair Labor Standards Act, on a school day which precedes a nonschool day, or eighteen (18) hours in any one (1) week when school is in session, or forty (40) hours in any one (1) week when school is not in session. "In session" means the first Tuesday after Labor Day through May 31 of the following year. *Children under the age of sixteen (16) years must be permitted a one (1) hour cumulative rest period for each eight (8) consecutive hours worked. However, no such child shall work more than five (5) consecutive hours unless permitted a one-half (½) hour cumulative rest period.”*

The complete text of the Child Labor Law may be found on the internet at:

<http://www.state.ok.us/~okdol/wh/childlaborstatutes.htm>.

Worksite Agreements. For every participant who is referred to a worksite, the COWIB will maintain a signed Worksite Agreement that is appropriate to the particular type of activity, whether paid or unpaid.

The COWIB’s service providers shall be directed in the proper procedures to assist the COWIB in the development of suitable Worksite Agreements – including outreach to potential worksites, drafting of appropriate terms, and orientation of worksite supervisors.

After a Worksite Agreement has been negotiated, it will be presented to the COWIB’s Chief Executive Officer for final approval. No work experience activity may commence at a worksite unless and until the agreement has been approved by the COWIB’s CEO or designee.

(See additional instructions in Section (4) of this policy).

Nepotism. As provided in 20 CFR 667.200(g):

“No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.”

For the purpose of this policy, the term “immediate family” includes a spouse, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, and grandchild.

COWIB staff and service providers must be familiar with and comply with each of the provisions of 20 CFR 667.200(g). *See Attachment A.*

Non-Displacement of Employees. As provided in 20 CFR 667.270:

“(a) A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).”

COWIB staff and service providers must be familiar with and comply with each of the provisions of 20 CFR 667.270. *See Attachment A.*

Equal Opportunity Criteria. In the event that there is an insufficient number of Work Experience opportunities in the Central Oklahoma area to meet the requirements of all eligible customers with an assessed need for a Work Experience activity, the COWIB shall direct its One-Stop Operator to implement a participant selection process that provides an equal opportunity for all customers who are similarly situated -- with a similar degree of need.¹

The participant selection process may prioritize the delivery of services to customers who have a poor work history.

(2) Regular Work Experience for Adults & Dislocated Workers.

Pursuant to 20 CFR 663.200, Work Experience activities may be offered as an Intensive Service. A work experience workplace may be in the private for profit sector, the non-profit sector, or the public sector.

¹ Discrimination is prohibited on the grounds of race, color, religion, sex, national origin, age, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIA Title I--financially assisted program or activity.

As an Intensive Service, Work Experience is designed to provide WIA participants with exposure to good work habits, job skills, and the working environment. As stated in the WIA Final Regulations:

“...Such services may respond to the needs of particular clients which, when combined with core services already received and other intensive services, may result in positive employment outcomes without the need for ‘training’ services. For other clients, such experiences may prove beneficial in identifying the need for, and referral to, needed training services consistent with the Individual Employment Plan.”

Work Experience may only be provided after an assessment has been conducted and Individual Employment Plan has been prepared. The individual plan must include a determination that Work Experience is a necessary activity, and it must be combined with other services. The IEP must show that the WIA customer suffers from a lack of exposure to good work habits, job skills, and/or the working environment.

Criteria for Referral to a Work Experience Activity. An Adult or Dislocated Worker program participant may be referred to a regular Work Experience activity only after the completion of an assessment documenting that the customer:

- Lacks exposure to a workplace environment similar to that of his/her career goal; or
- Lacks employment experience that would make the participant competitive in the labor market; or
- May benefit from exposure to and development of good work habits; or
- Has a need to improve his/her proficiency in one or more Demand Skills.

The assessment of a participant’s need for Work Experience may be based on a review of factors such as: (a) The participant’s work history, including his/her ability to find and retain employment; (b) The participant’s self-assessment of his/her need for the development of good work habits and/or Demand Skills; and/or (c) Observation of the participant’s ability to work with others, dependability, self-direction, initiative, and other observable traits.

The results of the assessment must be documented in the participant’s Individual Employment Plan (IEP).

A Note about Contraindications: Work Experience would not generally be a prescribed activity for a participant who has a long history of steady employment in the same job or career field – unless there are exceptional circumstances associated with the participant’s work history, skill needs, or career goal.

Work Experience activities should not be prescribed as a method of addressing occupational skill deficiencies. Rather, a customer who lacks occupational skills

should appropriately be considered as a candidate for an OJT activity, a Customized Training activity, or an Individual Training Account.

Before a regular paid Work Experience activity may commence, a WIA Worksite Agreement must be prepared and signed, as described in Section (4) of this Policy.

Limited Duration. For Adults and Dislocated Workers, the duration of a Regular Work Experience activity shall be limited to 240 hours.

If necessary and appropriate, as indicated by an approved Individual Employment Plan (IEP), a participant may repeat a Work Experience activity with a different employer or worksite. The participant may not repeat a Regular Work Experience activity more than once.

Hourly Wage. In a Regular Work Experience activity, the COWIB acts as an employer of record and pays a wage to the program participant. Therefore, the COWIB must assure that the provisions of 20 CFR 667.272 are fully complied with. This portion of the WIA Final Regulations provides that:

“(a) ... individuals employed in activities under title I of WIA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates... may not be less than the higher of the rate specified in... the Fair Labor Standards Act of 1938... or the applicable State or local minimum wage law.”

Therefore, the COWIB (as the employer of record) will establish Work Experience wage rates based upon a reasonable review of the training, experience and skills required for the Work Experience positions that are being filled. Since the positions will be filled by individuals who lack exposure to good work habits, job skills, and/or the working environment, it is assumed that the compensation for each position will be equivalent to an entry-level wage – that is, at or near the minimum wage level.

To assist the COWIB in the development of Worksite Agreements, the COWIB’s service providers must be familiar with and comply with each of the provisions of 20 CFR 667.272. *See Attachment A.*

(3) Types of Work Experience Activities for Youth Participants.

Pursuant to 20 CFR 664.460 and 664.470, Work Experience activities may be offered as one of the ten youth program elements. As stated in 664.460, Work Experience may be paid or unpaid, as appropriate. A work experience workplace may be in the private for profit sector, the non-profit sector, or the public sector.

Work experiences are designed to enable youth to gain exposure to the working world and its requirements. Work experiences are appropriate and desirable activities for many

youth throughout the year. Work experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth.

Work experiences may be subsidized or unsubsidized and may include the following elements:

- Instruction in employability skills or generic workplace skills such as those identified by the Secretary's Commission on Achieving Necessary Skills (SCANS);
- Exposure to various aspects of an industry;
- Progressively more complex tasks;
- **Internships** and **job shadowing**;
- The integration of basic academic skills into work activities;
- Supported work, work adjustment, and other transition activities;
- Entrepreneurship;
- Service learning;
- Paid and unpaid **community service**; and
- Other elements designed to achieve the goals of work experiences.

***NOTE:** As stated in 664.460(d) On-the-Job Training is not an appropriate work experiences activity for youth participants under age 18 in most cases. Youth Providers may choose, however, to use this service strategy for eligible youth when it is appropriate based on the needs identified by the objective assessment of an individual youth participant. (Reference: WIA sec. 129(c)(2)(D)).*

(a) Regular Work Experience for Youth Participants.

Pursuant to 20 CFR 664.470, WIA resources may be used to pay wages and related benefits for Work Experience activities where the objective assessment and individual service strategy indicate that work experience is appropriate.

Criteria for Referral to a Regular Youth Work Experience Activity. An eligible Youth participant may be referred to a regular Work Experience activity only after the completion of an assessment documenting that the customer:

- Lacks exposure to a workplace environment similar to that of his/her career goal; or
- Lacks employment experience that would make the participant competitive in the labor market; or

- May benefit from exposure to and development of good work habits; or
- Has a need to improve his/her proficiency in one or more Demand Skills.

The assessment of a participant's need for regular Work Experience may be based on a review of factors such as: (a) The participant's work history, including his/her ability to find and retain employment; (b) The participant's self-assessment of his/her need for the development of good work habits and/or Demand Skills; and/or (c) Observation of the participant's ability to work with others, dependability, self-direction, initiative, and other observable traits.

The results of the assessment must be documented in the participant's Individual Service Strategy (ISS).

A Note about Contraindications: Regular Work Experience would not generally be a prescribed activity for a participant who has a good history of finding and keeping employment – unless there are exceptional circumstances associated with the participant's work history, skill needs, or career goal.

Regular Work Experience activities should not be prescribed as a method of addressing occupational skill deficiencies.

Before a regular paid Work Experience activity may commence, a WIA Worksite Agreement must be prepared and signed, as described in Section (4) of this Policy.

Limited Duration. For WIA Youth participants, the duration of a Regular Work Experience activity shall be limited to:

For a worksite in the public or non-profit sector ... 520 hours;

For a worksite in the private, for-profit sector ... 240 hours.

If necessary and appropriate, as indicated by an approved Individual Service Strategy (ISS), a Youth participant may repeat a Work Experience activity with a different employer or worksite. The participant may not repeat a Regular Work Experience activity more than once.

Hourly Wage. In a Regular Work Experience activity, the COWIB acts as the employer of record and pays a wage to the program participant. Therefore, the COWIB and its Youth Providers must assure that the provisions of 20 CFR 667.272 are fully complied with. This portion of the WIA Final Regulations provides that:

“(a) ... individuals employed in activities under title I of WIA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the

same employer and who have similar training, experience and skills. Such rates... may not be less than the higher of the rate specified in... the Fair Labor Standards Act of 1938... or the applicable State or local minimum wage law.”

Therefore, the COWIB and its Youth Providers will establish Work Experience wage rates based upon a reasonable review of the training, experience and skills required for the Work Experience positions that are being filled. Since the positions will be filled by individuals who lack exposure to good work habits, job skills, and/or the working environment, it is assumed that the compensation for each position will be equivalent to an entry-level wage – that is, at or near the minimum wage level.

COWIB staff and service providers must be familiar with and comply with each of the provisions of 20 CFR 667.272. *See Attachment A.*

(b) Internship Assignments.

Youth Providers are encouraged to seek out internship opportunities for youth with employers who have demonstrated quality approaches to workforce development and labor management. In this regard, the internship provider must, at a minimum, agree to comply with the Labor Standards, Health and Safety Standards, etc., that are described in *Attachment A.*

As noted on Page 2 of this policy, an internship assignment is differentiated from a Regular Work Experience assignment by the fact that – when a participant enters an internship assignment -- the COWIB does not act as the employer of record. Rather, the internship agency, organization, or business establishes an internship position in a manner that is consistent with State and Federal law. The WIA participant may or may not receive a stipend or other payment from the internship provider.

For WIA participants, an internship assignment may offer important, intangible benefits including instruction and mentorship; networking opportunities; and a verbal or written letter of reference.

Criteria for Referral to an Internship Assignment. An eligible Youth participant may be referred to an Internship Assignment only after the completion of an assessment documenting that the customer:

- Lacks exposure to a workplace environment similar to that of his/her career goal; or
- Lacks employment experience that would make the participant competitive in the labor market; or
- May benefit from work-based instruction and mentorship; or

- May benefit from networking opportunities to improve the customer's (current or future) job search activities; or
- May benefit from exposure to and development of good work habits; or
- Has a need to improve his/her proficiency in one or more Demand Skills.

The assessment of a participant's need for an Internship Assignment may be based on a review of factors such as: (a) The participant's work history, including his/her ability to find and retain employment; (b) The participant's self-assessment of his/her need for the development of good work habits and/or Demand Skills; (c) Observation of the participant's ability to work with others, dependability, self-direction, initiative, and other observable traits; and/or (d) An evaluation of the participant's career goal in relation to Internship Assignment opportunities that are available in the area.

The results of the assessment must be documented in the participant's Individual Service Strategy (ISS).

Internship Agreement. Before a WIA Youth participant may be referred to an Internship Assignment, an Internship Agreement must be prepared and signed, as described in Section (5) of this Policy.

Limited Duration. For WIA Youth participants, the duration of a single unpaid internship assignment shall be limited to 1,040 hours. If necessary and appropriate, as indicated by an approved Individual Service Strategy, a Youth participant may repeat an internship assignment with a different employer / worksite.

(c) Job Shadowing Activities.

Unpaid Job Shadowing is a valid type of Work Experience activity, where indicated by an Individual Service Strategy. Job shadowing is typically a short-term activity that is often combined with other program elements such as:

- Workplace mentoring;
- Career exploration;
- Exposure to various aspects of an industry or occupation; and
- Integration of basic academic skills into work activities.

Criteria for Enrollment in a Job Shadowing Activity. An eligible Youth participant may be referred to a Job Shadowing Activity only after the completion of an assessment documenting that the customer:

- May benefit from career exploration; or

- Lacks exposure to various aspects of an industry or occupation that is congruent with the participant's career goal(s); or
- May benefit from short-term workplace mentoring; or
- May benefit from exposure to and development of good work habits; or
- Has a need to improve his/her proficiency in one or more Demand Skills.

The assessment of a participant's need for a Job Shadowing Activity may be based on a review of factors such as: (a) The participant's self-assessment of his/her need for career exploration; and/or (b) An evaluation of the participant's career goal in relation to Job Shadowing opportunities that are available in the area.

The results of the assessment must be documented in the participant's Individual Service Strategy (ISS).

Appropriate Linkages. Youth program participants may be referred, as appropriate, to qualified providers of job shadowing activities. Youth Providers are encouraged to develop appropriate linkages with qualified State, local, non-profit or Federal agencies that offer job shadowing activities.

Guidelines for COWIB-Funded Job Shadowing Activities. Youth Providers may choose to design and implement Job Shadowing activities for eligible WIA Youth program participants – if permitted by their contract with the COWIB and the availability of program resources.

When Job Shadowing activities are delivered with WIA Youth program resources, the following guidelines must be adhered to:

- (1) The Youth Provider will recruit a roster of Job Shadowing Business Partners – which may be a set of companies, organizations, or individuals – to sponsor WIA Youth participants in a Job Shadowing activity.
- (2) Each Business Partner will be asked to identify one or more job shadow positions – with information regarding job descriptions, special requirements, and job availability.
- (3) The Youth Provider will publish a list of available Job Shadowing positions.
- (4) Participants will apply for a Job Shadowing position which matches their career interest(s).
- (5) Youth Providers will match participants to positions according to availability / requirements / preferences.
- (6) Prior to the start of a Job Shadowing activity, the Youth Provider must arrange an orientation session (or sessions) for Job Shadowing Business Partners and Job Shadowing participants so that everyone has a thorough understanding of activity requirements and expectations.

(7) Stipend payments for participation in a Job Shadowing activity are allowable if permitted by the COWIB Policy on Stipend Payments and Incentives for Youth.

Job Shadow Agreement. Before a WIA Youth participant may be referred to a Job Shadowing activity, a Job Shadowing MOU must be prepared and signed, as described in Section (6) of this Policy.

Limited Duration. For WIA Youth participants, the duration of any single Job Shadowing activity shall be limited to 40 hours. If necessary and appropriate, as indicated by an approved Individual Service Strategy, a Youth participant may enter into multiple job shadowing activities, in sequence, in order to explore multiple career options and/or to gain exposure to various aspects of an industry or occupation. An individual in the WIA Youth program may participate in an unlimited number of Job Shadow activities as long as the need for the activity is documented in the participant's ISS.

(d) Community Service Activities.

Community service programs are valid examples of Work Experience activities, where indicated by an Individual Service Strategy.

As defined by Wikipedia, Community Service refers to “service that a person performs for the benefit of his or her local community.”

Some examples of community service projects are described on the Wikipedia website.² They include:

- Cleaning a park;
- Collecting much needed items including clothes, shoes, food, blankets, etc.;
- Getting involved with Habitat for Humanity;
- Cleaning up the side of the highways or roads;
- Reading to the elderly in nursing homes;
- Helping out a local fire or police department;
- Helping out at a local library;
- Tutoring developmentally disabled children for free; and
- Participating in school activities that benefit the community.

Community service is recognized as an activity that may be used to strengthen a young person's sense of civic engagement, develop leadership skills, and promote positive social behaviors.

It is believed that community service may be correlated with academic success and long-term success in the labor market.

² Reference: http://en.wikipedia.org/wiki/Community_service.

Criteria for Referral to a Community Service Activity. An eligible Youth participant may be referred to a Community Service Activity only after the completion of an assessment documenting that the customer:

- Has a need to develop positive relationships with responsible adults and peers; or
- Lacks a sense of civic engagement and has a desire to contribute to the well-being of one's community; or
- May benefit from greater development of a positive attitude; or
- May benefit from the development of leadership skills; or
- Lacks self-esteem; or
- May benefit from exposure to and development of good work habits; or
- Has a need to improve his/her proficiency in one or more Demand Skills.

The assessment of a participant's need for a Community Service Activity may be based on a review of factors such as: (a) The participant's self-assessment of his/her need for the development of leadership skills, positive attitude, self-esteem, and/or sense of civic engagement; (b) An assessment of the participant's need for positive relationships with responsible adults and peers; (c) Observation of the participant's ability to cooperate with others, dependability, self-direction, initiative, and other observable traits; (d) The participant's self-assessment of his/her need for good work habits and Demand Skills; and/or (e) The participant's work history, including his/her ability to find and retain employment.

The results of the assessment must be documented in the participant's Individual Service Strategy (ISS).

Appropriate Linkages. Youth program participants may be referred, as appropriate, to qualified providers of community service activities. Youth Providers are encouraged to develop appropriate linkages with qualified State, local, non-profit or Federal agencies that offer paid or unpaid community service activities.

Guidelines for COWIB-Funded Community Service Activities. Youth Providers may choose to design and implement Community Service activities for eligible WIA Youth program participants – if permitted by their contract with the COWIB and the availability of program resources.

When Community Service activities are delivered with WIA Youth program resources, the following guidelines must be adhered to:

- (1) Community Service activities should be designed and delivered, to the extent possible, in the manner of a service learning activity.

“Service-learning is a method of teaching, learning and reflecting that combines academic classroom curriculum with meaningful service, frequently youth service, throughout the community. As a teaching methodology, it falls under the philosophy of experiential education. More specifically, it integrates meaningful community service with instruction and reflection to enrich the learning experience, teach civic responsibility, encourage lifelong civic engagement, and strengthen communities for the common good.”³

(2) Pursuant to the Final WIA Regulations, Community Service activities should be designed and delivered as an opportunity to develop leadership skills. Section 664.420 of the WIA Regulations states:

Leadership development opportunities are opportunities that encourage responsibility, employability, and other positive social behaviors such as:

- (a) Exposure to postsecondary educational opportunities;*
 - (b) Community and service learning projects;*
 - (c) Peer-centered activities, including peer mentoring and tutoring;*
 - (d) Organizational and team work training, including team leadership training;*
 - (e) Training in decision-making, including determining priorities; and*
 - (f) Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources.*
- (WIA sec. 129(c)(2)(F).)*

(3) Community Service activities should be designed to promote positive social behaviors, as defined in the WIA Regulations. Section 664.430 states:

Sec. 664.430 What are positive social behaviors?

Positive social behaviors are outcomes of leadership opportunities, often referred to as soft skills, which are incorporated by many local programs as part of their menu of services. Positive social behaviors focus on areas that may include the following:

- (a) Positive attitudinal development;*
- (b) Self esteem building;*
- (c) Openness to working with individuals from diverse racial and ethnic backgrounds;*
- (d) Maintaining healthy lifestyles, including being alcohol and drug free;*
- (e) Maintaining positive relationships with responsible adults and peers, and contributing to the well being of one's community, including voting;*
- (f) Maintaining a commitment to learning and academic success;*
- (g) Avoiding delinquency;*
- (h) Postponed and responsible parenting; and*
- (i) Positive job attitudes and work skills. (WIA sec. 129(c)(2)(F).)*

³ Reference: Wikipedia, August 14, 2008; URL: http://en.wikipedia.org/wiki/Service_learning.

(4) Stipend payments for participation in a Community Service activity are allowable if permitted by the COWIB Policy on Stipend Payments and Incentives for Youth.

Community Service Worksite Agreement. As described in this policy, Community Service activities may be delivered in a variety of settings relying on several different service designs. In some instances, the COWIB Youth Provider may act as the direct supervisor of participants enrolled in a Community Service activity. In other cases, a Community Service participant may be assigned to a non-profit worksite (or governmental worksite) and receive supervision from a worksite supervisor who is not employed by the COWIB Youth Provider.

In the event that a Community Service participant is assigned to a non-profit worksite supervisor (not a COWIB Youth Provider), then it shall be necessary to first have in place a Community Service Worksite Agreement.

The Community Service Worksite Agreement is described in Section (7) of this policy.

Duration. There is no time limit on the duration of a WIA-funded Community Service activity. An individual in the WIA Youth program may participate in multiple Community Service activities, in sequence, as long as the need for the activity is documented in the participant's Individual Service Strategy.

(4) Required WIA Worksite Agreement for Regular Work Experience.

The WIA Worksite Agreement is designed to establish certain assurances and conditions that must be mutually agreed upon by the COWIB, its WIA Service Provider, and the work experience worksite. The COWIB considers the Worksite Agreement to be a contract, so each worksite agreement established must be numbered.

For Regular Work Experience activities, all COWIB Service Providers are instructed to utilize the WIA Worksite Agreement that is specified in *Attachment C*.

A separate Worksite Agreement will be written for each Work Experience participant (WIA trainee) who is assigned to a worksite.

A Worksite Agreement must be executed prior to the start date of any Work Experience activity. A properly completed Worksite Agreement will carry the signature of: (a) A representative of the WIA service provider; (b) The signature of the Worksite Supervisor; (c) The signature of at least one Alternate Supervisor; and (d) The signature of the COWIB's CEO or designee.

(a) Worksite Development and Outreach

Worksite development will begin through an outreach process in which potential qualified employers are identified and Worksite Agreements are written.

The COWIB's Service Provider (for example, One-Stop Operator or Youth Provider) will assure that properly-trained staff members are assigned to the task of engaging qualified employers. Each Service Provider will develop effective outreach tools and protocols that are appropriate to the needs of Central Oklahoma businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly-designed Work Experience activities.

The COWIB's Chief Executive Officer will have the ultimate authority to approve all outreach methods, materials, and tools.

(b) Employer Eligibility

Worksite Agreements may be written with employers from the public, private non-profit, or private for-profit business sectors.

In general, employers are eligible to participate in a Worksite Agreement if they are willing to meet the following program guidelines:

- The worksite employer must assure that each WIA trainee (worksite participant) will be supervised on a full-time basis by a qualified supervisor.
- The worksite employer must assure that all work will be conducted in a safe and sanitary drug-free environment.
- The worksite shall provide sufficient work to occupy the trainee's work hours and shall provide sufficient equipment and/or materials to enable the trainee to carry out the work assignments.
- The worksite will provide job orientation to all WIA trainees as related to work policies, job safety, and job expectations. The work policies and job expectations for WIA trainees must be the same as for non-WIA workers at the site.
- Each worksite supervisor shall maintain an accurate record of time and attendance of each trainee to be recorded on the Time and Attendance Record.
- The worksite supervisor for each trainee shall conduct evaluations of the WIA trainee.
- The worksite shall adhere to all applicable Federal, State, and local child labor laws.
- The worksite shall, upon request of the WIA service provider, release the trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIA activities.
- The worksite must assure that any WIA trainee will not displace currently employed workers.

Other worksite requirements and restrictions include:

- Each worksite must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- The Work Experience activities must be conducted at the employer's place of business (as described on the Worksite Agreement), and may not be subcontracted.
- The duties of the Work Experience participant must not involve religious or political activity.
- A Worksite Agreement cannot be written for job duties or a job position in which a worker is currently on layoff or for a position which will deny a current worker promotional opportunities.
- The worksite must not utilize a Worksite Agreement to displace currently employed workers or to reduce the hours of those employed workers below their normal schedule.
- The worksite must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- No individual may be employed in a Work Experience position if a member of his / her family is engaged in an administrative capacity with the worksite employer, including any person involved with the supervision responsibilities for the WIA trainee.

(c) Worksite Survey

To document that a business or organization qualifies as an eligible worksite employer, the COWIB Service Provider must complete a Worksite Survey. The survey is an interview / review to verify that the employer meets the minimum criteria to function as an approved site for a Work Experience activity.

A Worksite Survey review form, with instructions, is provided as an attachment to this Policy. *See Attachment B.*

(d) Sections of the Worksite Agreement

Each Worksite Agreement will be uniquely identified by an Agreement Number. This number will be assigned by COWIB staff.

The COWIB's Worksite Agreement is divided into the following sections:

- (1) Worksite Information;
- (2) Job Information;
- (3) Certifications;
- (4) Assurances and Certifications;

- (5) Other Agreements;
- (6) Participant Worksite Schedule; and
- (7) Workplace Skills Statement.

(1) Worksite Information. This portion of the Worksite Agreement may be completed by the Worksite Employer or by the COWIB Service Provider. A separate Worksite Agreement must be written for each Work Experience participant (WIA trainee) who is assigned to a worksite.

Worksite Employer / Agency: Record the name of the worksite employer – that is, the name of the business, agency, or organization which will act as the host worksite for the Work Experience participant.

Worksite Address: Enter the street address (not P.O. Box) of the worksite location where the Work Experience participant will be stationed.

Agreement Start Date: Enter the start date of the agreement. (Must precede the start of Work Experience activities at the worksite).

Agreement End Date: Enter the end date of the agreement. Generally speaking, Worksite Agreements should not exceed 12 months in duration.

Hourly Rate of Pay for Trainee: Enter the hourly rate of pay that is proposed for the individual who will be assigned under this Worksite Agreement. The COWIB will establish the Work Experience wage rate based upon a reasonable review of the training, experience and skills required for the Work Experience position that is being filled. Since each position will be filled by individuals who lack exposure to good work habits, job skills, and/or the working environment, it is assumed that the compensation for each position will be equivalent to an entry-level wage – that is, at or near the minimum wage level.

Trainee’s Name: Enter the name of the WIA Trainee.

Telephone Number: Enter the phone number for the Worksite Supervisor.

Supervisor: Enter the name and job title of the Worksite Supervisor.

Alternate Supervisor (First): The name of an alternate Worksite Supervisor must be given as well as his/her job title.

Alternate Supervisor (Second): If there is a second alternate supervisor, list their name and job title. Not required.

WIA Program: Indicate the type of program the WIA Trainee is enrolled in – Adult, Dislocated Worker, or Youth. Circle one or more.

(2) Job Information. The Worksite Agreement must describe the job title and job tasks that will be assigned to the WIA Trainee. This description will be given on the “Workplace Skills Statement” form that appears on Page 4 of the Worksite Agreement.

The duties described in the Workplace Skills Statement must provide sufficient work

to occupy the trainee's work hours. The job tasks described in the statement may include routine duties that are regularly performed by other employees at the worksite. Alternatively, they may represent special assignments that are performed on an occasional, seasonal, intermittent, or temporary basis.

The duties of the Work Experience participant must not involve religious or political activities.⁴

It is expected that the duties of the Work Experience position will be generally equivalent to the tasks assigned to an entry-level employee of the worksite employer.

(3) Certifications. At the bottom of Page 1 of the Worksite Agreement, there is a space for the signatures of the representatives who are participating in the Agreement⁵. Required signatories are:

WIA Representative: This is a representative of the COWIB Service Provider which developed the worksite.

Worksite Supervisor: The individual at the worksite employer's location who will primarily provide supervision and direction to the WIA trainee during the length of the Work Experience assignment.

Alternate Supervisor: There must be at least one alternate supervisor with the authority to provide work guidance to the WIA trainee in the absence of the Worksite Supervisor.

COWIB CEO or Designee: No work experience activity may commence at a worksite unless and until the agreement has been approved by the COWIB's CEO or designee.

(4) Assurances and Certifications. These are the general terms and conditions of the Worksite Agreement.

(5) Other Agreements. This section is included for any special terms or conditions that need to be placed into the Agreement.

(6) Participant Worksite Schedule. The Participant Worksite Schedule must reflect a regular, established schedule of work hours that will be adhered to by the participant and his/her supervisor. The term "regular, established schedule of work hours" shall mean that the WIA trainee's work schedule shall generally be the same from week to week. It shall include a predictable number of hours each week.

⁴ NOTE: See Clarification Number 4 in the Question and Answer section of this policy, "Regarding the WIA Restriction on 'Sectarian' Activities."

⁵ It is the COWIB Service Provider's responsibility to ensure that the signatures read the same as the names which were printed or typed in the Worksite Information section of the form. For example, the Supervisor named in the Worksite Information section must sign as "Worksite Supervisor", not an "Alternate Supervisor." Also, if a name is typed or printed as "Barbara Ann Long" then the signature must be the same and not "Bobbi Long." It is also the COWIB Service Provider's responsibility to ensure that each signatory enters a date in the space provided.

During the week, the number of hours each day may vary.

The requirement for a predictable schedule of work hours is considered to be important so that COWIB Service Providers and COWIB Staff may be able to effectively monitor the progress of the Work Experience activity.

The trainee's number of scheduled work hours each week may not exceed 40 hours.⁶

The trainee shall not be scheduled to work on holidays. No participant may be paid for time not worked.

(7) Workplace Skills Statement. The Workplace Skills Statement is part of the Worksite Agreement, and it defines the WIA trainee's Job Title, Job Tasks, and Skills to be Developed. The Workplace Skills Statement should be approved by the worksite supervisor and the Work Experience participant (WIA Trainee).

Job Title: This is the name of the job position that is assigned by the worksite employer. (Need not correspond to O*Net).

Job Tasks: A short statement of the tasks that will be assigned to the WIA trainee.

Skills to be Developed: This is a list of several skills – generally less than 10 in number – that will be developed in the WIA trainee as a result of this Work Experience activity. The number and types of skills to be developed should reflect the individual needs of the WIA trainee.

The Workplace Skills Statement should express two types of skills:

- (a) Soft Skills -- that is, one or more of the Demand Skills that are recognized by the COWIB; and
- (b) Job Specific Skills (such as any job-related skills that are specified by the Worksite Employer / Agency).

Soft Skills. As defined by the COWIB, the "Demand Skills" for the Central Oklahoma workforce investment area include:

- Ethical Standards and Integrity;
- Work Ethic;
- Self-Direction and Initiative;
- Interpersonal Skills (communications);
- Dependability and Attendance;
- Listening Skills;

⁶ NOTE: See Clarification Number 3 in the Question and Answer section of this policy, "Regarding the Proper Method for Counting the Hours in a Workweek." (See Attachment G).

- Teamwork;
- Ability to Work with Others;
- Critical Thinking Skills; and
- Accountability.

The Workplace Skills Statement should define one or more of these Soft Skills that need to be developed in the WIA trainee.

Job Specific Skills. As used in this policy, the term “Job-Specific Skills” refers to an array of skills that are often associated with a specific occupation or job position. As an example, the O*Net system⁷ recognizes the following types of skills:

- a) Basic Skills — Developed capacities that facilitate learning or the more rapid acquisition of knowledge;
- b) Complex Problem Solving Skills — Developed capacities used to solve novel, ill-defined problems in complex, real-world settings;
- c) Resource Management Skills — Developed capacities used to allocate resources efficiently;
- d) Social Skills — Developed capacities used to work with people to achieve goals;
- e) Systems Skills — Developed capacities used to understand, monitor, and improve socio-technical systems;
- f) Technical Skills — Developed capacities used to design, set-up, operate, and correct malfunctions involving application of machines or technological systems.

The Job-Specific skills entered on the Workplace Skills Statement may be any job-related skills that are specified by the Worksite Employer / Agency.

As noted earlier in this policy, Work Experience activities are not intended as a method of addressing occupational skill deficiencies. So, the ultimate purpose of the activity is not necessarily to develop the technical skills or occupational skills of the participant. Even so, it is appropriate to include one or more Job-Specific Skills in the Workplace Skills Statement as a secondary measure of participant success. By including them, the worksite supervisor will be able to measure the performance of the WIA trainee in an important dimension of work experience. It will allow the supervisor to more fully evaluate the Work Experience participant in terms of real-world performance. The development of the participant’s soft skills is often observed more completely and objectively through the lens of Job-Specific capacities.

⁷ For a more complete description of these skills, see:
<http://online.onetcenter.org/find/descriptor/browse/Skills/>

(e) Orientation for Worksite Supervisors

Before the start of the Worksite Agreement, an orientation must be provided to the front-line worksite supervisor(s) who will provide guidance and direction to the WIA Trainee. The purpose of the orientation is to make sure that each worksite supervisor understands the purpose of the Work Experience program, program guidelines, and responsibilities of the Worksite Employer / Agency.

The orientation may be provided in the form of a group session or an individual briefing. The content of the orientation session will be developed by the COWIB in cooperation with its Youth Providers. The topics to be covered in the orientation must include the following:

- ✓ The purpose of the Work Experience activity;
- ✓ The content and requirements of the Worksite Agreement;
- ✓ Worksite Supervisor Responsibilities;
- ✓ The Participant Time & Attendance Record;
- ✓ Time Sheet Procedures;
- ✓ The Workplace Skills Statement;
- ✓ Evaluation of Skills Being Developed;
- ✓ The Payroll Calendar;
- ✓ A discussion of steps to be taken when a participant fails to perform properly at the worksite;
- ✓ A discussion of conditions that may result in the termination of a Worksite Agreement;
- ✓ Steps to be taken in the event of a worksite injury;
- ✓ Equal opportunity requirements.

(f) WIA Time and Attendance Record

Participant payroll procedures will be established by the COWIB, including requirements for completion of the WIA Time and Attendance Record.

The Time and Attendance Record will be the primary evidence used to document that a WIA Trainee has qualified for a payment of wages from the COWIB. The Time and Attendance Record must be signed by the participant (WIA Trainee) as well as the Worksite Supervisor. A representative of the COWIB Service Provider will also sign the Time and Attendance Record in order to provide a verification of the authenticity of the document.

Before signing the Time & Attendance Record, the COWIB Service Provider representative will examine the signatures of the Trainee and the Worksite Supervisor, respectively. Before accepting the timesheet as a true and accurate record of the time worked by the participant, the COWIB Service Provider will check to make sure that:

- ✓ Trainee and Worksite Supervisor have signed their names in ink;
- ✓ The signature of the Trainee closely resembles other samples of the Trainee’s signature as it appears in the Participant file;
- ✓ The signature of the Worksite Supervisor closely resembles the Worksite Supervisor’s signature as it appears on the Worksite Agreement; and
- ✓ Proper names are spelled correctly.

(g) Evaluation of Skills Being Developed

At the end of each pay period, the Worksite Supervisor will complete an “Evaluation of Skills Being Developed” form. The evaluation form will be completed for each participant who has been assigned to the worksite. The form provides a format for the supervisor to evaluate the WIA Trainee according to two sets of skills that are being developed: (1) “Soft” Skills; and (2) Job Specific Skills.

The purpose of the form is to assist the COWIB Service Provider in determining the WIA trainee’s progress toward meeting the objectives of the Work Experience activity.

Additional guidance on the completion of the “Evaluation of Skills Being Developed” form may be found in the COWIB’s participant payroll procedures.

(h) Participant Payroll Procedures

For Regular Work Experience activities, the COWIB acts as the employer of record and pays a wage to the program participant. Each Work Experience participant will be treated as a temporary employee of the COWIB. The terms of employment, wages, and (limited) benefits will be described in an addendum to the COWIB Personnel Policy.

Participant payroll procedures will be established by the COWIB, including requirements for completion of hiring forms, tax withholding documents, timesheets, check distribution, etc.

(5) Required Worksite Agreement for Internship Assignment.

For Work Experience activities delivered in the form of an Internship Assignment, all COWIB Service Providers are instructed to utilize the Internship Agreement that is specified in *Attachment D*.

An Internship Agreement should be executed prior to the start date of any Internship Assignment. A properly completed Internship Agreement will carry the signature of: (a)

An authorized representative of the COWIB; and (b) A representative of the Company (the internship organization) who is authorized to enter into contracts.

As noted elsewhere in this policy, an internship assignment is differentiated from a Regular Work Experience assignment by the fact that – when a participant enters an internship assignment – the COWIB does not act as the employer of record. Rather, the internship agency, organization, or business (the “Company”) establishes an internship position in a manner that is consistent with State and Federal law.

(a) Development of Internship Assignments

The development of an approved internship assignment will begin through an outreach process in which potential qualified worksites are identified and Internship Agreements are written.

The COWIB’s Service Provider (for example, One-Stop Operator or Youth Provider) will assure that properly-trained staff members are assigned to the task of engaging qualified employers. Each Service Provider will develop effective outreach tools and protocols that are appropriate to the needs of Central Oklahoma businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly-designed internship activities.

The COWIB’s Chief Executive Officer will have the ultimate authority to approve all outreach methods, materials, and tools.

(b) Employer Eligibility

Internship Agreements may be written with employers from the public, private non-profit, or private for-profit business sectors.

In general, employers are eligible to participate in an Internship Agreement if they are willing to meet the following program guidelines:

- The Company must assure that each intern will be supervised on a full-time basis by a qualified supervisor.
- The Company must assure that all internship activities will be conducted in a safe and sanitary drug-free environment.
- The Company will provide a suitable orientation to all interns as related to worksite policies, workplace safety, and internship expectations.
- Each Company supervisor shall maintain a record of time and attendance for each intern.
- The Company supervisor shall conduct a periodic evaluation of the performance of each intern.

- The Company shall adhere to all applicable Federal, State, and local child labor laws.
- The Company shall, upon request of the WIA service provider, release the intern for attendance at labor market orientations, career orientations, job readiness training, or other WIA activities.
- The Company must assure that no WIA intern will displace any currently employed workers.

Other worksite requirements and restrictions include:

- The duties of the intern must not involve religious or political activity.
- An Internship Agreement cannot be written for duties or functions in which a worker is currently on layoff or for a position which will deny a current worker promotional opportunities.
- The Company must not utilize an Internship Agreement to displace currently employed workers or to reduce the hours of those employed workers below their normal schedule.
- The Company must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- No individual may be referred to an internship assignment if a member of his / her family is engaged in an administrative capacity with the Company, especially any person involved with the supervision of the intern.

(c) Evaluation of Skills Being Developed

On a periodic basis, the Company Supervisor will complete an “Evaluation of Skills Being Developed” form. The evaluation form will be completed for each participant who has been referred to an Internship activity. The form provides a format for the supervisor to evaluate the intern according to two sets of skills that are being developed: (1) “Soft” Skills; and (2) Job Specific Skills.

The purpose of the form is to assist the COWIB Service Provider in determining the WIA trainee’s progress toward meeting the objectives of the internship assignment.

Additional guidance on the completion of the “Evaluation of Skills Being Developed” form may be found in the COWIB’s participant payroll procedures.

(6) Required Job Shadowing MOU.

For Work Experience activities delivered in the form of a Job Shadowing activity, all COWIB Service Providers are instructed to utilize the Job Shadowing MOU (Memorandum of Understanding) that is specified in *Attachment E*.

Job Shadowing is a structured career exploration activity in which a student (Job Shadowing participant) follows an employee at a participating company to learn about a particular occupation or industry. The employee who is hosting the student is typically called an adult mentor or “site mentor.” The student experiences a one-on-one relationship with the site mentor observing activities and gaining valuable information about potential career paths.

Because Job Shadowing is focused on observation and learning – and does not entail a formal employer / employee relationship -- it is possible for the Job Shadowing MOU to be relatively simple in design and content.

The Job Shadowing MOU should be executed prior to the start date of any Job Shadowing activity. A properly completed Job Shadowing MOU will carry the signature of: (a) An authorized representative of the COWIB; and (b) A representative of the participating company who is authorized to enter into non-financial agreements. The participating company is referred to as a “Job Shadow Site.”

(a) Development of Job Shadowing Activities

The development of an approved Job Shadowing assignment will be accomplished through an outreach process in which participating Job Shadow Sites are identified and Job Shadowing MOU’s are signed.

The COWIB’s Service Provider (for example, One-Stop Operator or Youth Provider) will assure that properly-trained staff members are assigned to the task of engaging qualified employers. Each Service Provider will develop effective outreach tools and protocols that are appropriate to the needs of Central Oklahoma businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective.

Outreach activities may be implemented using the energy and talent of potential Job Shadowing participants. For example, program participants may be assigned the task of making an initial contact (by letter, email, or telephone) with prospective adult mentors.

The COWIB’s Chief Executive Officer will have the ultimate authority to approve all outreach methods, materials, and tools.

(b) Employer Eligibility

Job Shadowing MOU’s may be written with employers from the public, private non-profit, or private for-profit business sectors.

In general, employers are eligible to participate in a Job Shadowing Memorandum of Understanding if they are willing to meet the following program guidelines:

- The participating company must assure that each job shadow participant will be properly supervised by a qualified site mentor.

- The participating company must assure that all job shadow activities will be conducted in a safe and sanitary drug-free environment.
- The participating company will provide a suitable orientation to all students as related to Job Shadow Site rules.

A complete statement of the duties and responsibilities of the Job Shadow Site is included in Part II of the Job Shadowing MOU.

(7) Worksite Agreement for Community Service Activities.

As described earlier in this policy, Community Service activities may be delivered in a variety of settings relying on several different service designs.

When a COWIB Youth Provider acts as the direct supervisor of a participant enrolled in a Community Service activity, it is not necessary to create a worksite agreement. In such cases, staff members of the COWIB Youth Provider provide direct supervision for the participant – making sure that worksite conditions meet all the requirements of the WIA law and regulations (safe, drug-free, etc.).

In the event that a Community Service participant is assigned to a non-profit worksite (or governmental worksite) and receives supervision from a worksite supervisor who is not employed by the COWIB Youth Provider, then it shall be necessary to first have in place a Community Service Worksite Agreement.

For Community Service activities that are supervised by a non-profit (including governmental) worksite, COWIB Youth Providers are instructed to utilize the Community Service Worksite Agreement that is specified in ***Attachment F***.

When it is necessary to use a Community Service Worksite Agreement, it should be executed prior to the start date of the activity. A properly completed Community Service Worksite Agreement will carry the signature of: (a) An authorized representative of the COWIB; and (b) A representative of the participating non-profit agency who is authorized to enter into non-financial agreements. The participating agency is referred to as a “Community Service Organization.”

POLICY ADDITIONS AND CLARIFICATIONS: The COWIB Chief Executive Officer is authorized to issue additional instructions, guidance, forms, etc., to further implement the requirements of this policy.

Inquiries about this policy should be directed to the COWIB’s Program Operations Manager at (405) 622-2030.

Attachments

- A. WIA Final Regulations (Excerpts)**
- B. Worksite Survey (for determining employer eligibility)**
- C. WIA Worksite Agreement**
- D. Internship Agreement**
- E. Job Shadowing MOU**
- F. Community Service Worksite Agreement**
- G. Questions and Answers**

Attachment A.

WIA Final Regulations (Excerpts)

PART 667--ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INVESTMENT ACT

Sec. 667.200 What general fiscal and administrative rules apply to the use of WIA title I funds?

(g) Nepotism. (1) No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

(2) To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed.

Sec. 667.270 What safeguards are there to ensure that participants in Workforce Investment Act employment and training activities do not displace other employees?

(a) A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

(b) A program or activity authorized under title I of WIA must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title I of WIA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.

(c) A participant in a program or activity under title I of WIA may not be employed in or assigned to a job if:

(1) Any other individual is on layoff from the same or any substantially equivalent job;

(2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant; or

(3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

(d) Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures found at Sec. 667.600. (WIA sec. 181.)

Sec. 667.272 What wage and labor standards apply to participants in activities under title I of WIA?

(a) Individuals in on-the-job training or individuals employed in activities under title I of WIA must be compensated at the same rates,

including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.

(b) Individuals in on-the-job training or individuals employed in programs and activities under Title I of WIA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

(c) Allowances, earnings, and payments to individuals participating in programs under Title I of WIA are not considered as income for purposes of determining eligibility for and the amount of income transfer and in-kind aid furnished under any Federal or Federally assisted program based on need other than as provided under the Social Security Act (42 U.S.C. 301 et seq.). (WIA sec. 181(a)(2).)

Sec. 667.274 What health and safety standards apply to the working conditions of participants in activities under title I of WIA?

(a) Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIA.

(b)(1) To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants in programs and activities under Title I of WIA on the same basis as the compensation is provided to other individuals in the State in similar employment.

(2) If a State workers' compensation law applies to a participant in work experience, workers' compensation benefits must be available for injuries suffered by the participant in such work experience. If a State workers' compensation law does not apply to a participant in work experience, insurance coverage must be secured for injuries suffered by the participant in the course of such work experience.

Attachment B.

Worksite Survey

(for determining Employer Eligibility)

This survey should be used in the process of identifying potential employers for Regular Work Experience activities. After a potentially suitable employer has been identified, a Worksite Survey must be conducted prior to the execution of a Worksite Agreement in order to verify that the employer is eligible to participate in a Work Experience activity. The review must be completed before any WIA Trainees are referred to the employer.

The survey should be conducted by an independent evaluator. That is, it must be completed by a staff person other than the individual who was responsible for the initial outreach to the employer. For example, if the employer outreach was performed by an individual in the Staffing Unit, then the independent review may be completed by:

- A workforce professional in a different unit – e.g., Skills Development; or
- Any functional unit supervisor.

The review will be completed using the Worksite Survey form shown on the following page.

The survey will cover questions such as:

- Does the worksite represent a safe, sanitary, and drug-free environment?
- Have there been any wage and hour, or child labor law violations in the past twelve (12) months?
- Does the employer have a skilled worker available who is able to function in the role of a full-time Worksite Supervisor?
- Is the worksite capable of providing sufficient work to occupy the trainee's work hours?
- Will the duties of the Work Experience participant involve religious or political activity?
- Is the worksite involved in a current labor dispute?
- Do any managers or supervisors at this worksite (that is, anyone engaged in an administrative capacity with the worksite employer) have a familial relationship with the WIA trainee who is being considered for this Work Experience activity?

If any problematic answers are discovered as the result of this review, the evaluator will make a note of the particular problem(s) and attach a description of the circumstances to the completed survey.

Following the completion of the Worksite Survey, a copy will be maintained by the COWIB Service Provider and the original will be submitted to the COWIB (along with any notes as well as the original of the Worksite Agreement).



Worksite Survey Review Form

For Potential Participant Referrals to Regular Work Experience Activities

Name of Business or Organization: _____

IRS Employer Identification Number: _____

Worksite Address: _____ City / Zip: _____

Employer Representative: _____ Telephone: _____

Type of Business / Industry: _____ Number of Employees (this location): _____

Yes No

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Will the Work Experience activity be conducted at this location? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Will the worksite provide sufficient equipment and/or materials to enable the trainee to carry out his/her work assignments? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Can the worksite employer assure that any WIA trainee will not displace currently employed workers? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Is this worksite currently involved in a labor dispute (strike, work slowdown, picketing, etc.)? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Are any workers currently on layoff at this location? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Will the presence of the WIA Trainee result in the reduction of work hours for regular employed workers below their normal schedule? |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Will the presence of the WIA Trainee result in the denial of a promotional opportunity for any regular employee? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Does the worksite represent a safe, sanitary, and drug-free environment? |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Have there been any wage and hour, or child labor law violations in the past twelve (12) months? |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Does the employer have a skilled worker available who is able to function in the role of a full-time Worksite Supervisor? |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Is the Worksite Supervisor capable of maintaining an accurate record of time and attendance of the trainee? |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Is the Worksite Supervisor capable of conducting an objective evaluation of the WIA trainee's worksite performance? |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Does the worksite employer agree to provide a job orientation to each WIA trainee as related to work policies, job safety, and job expectations? |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Will the duties of the Work Experience participant involve any religious, sectarian, or political activity? |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Do any managers or supervisors at this worksite (that is, anyone engaged in an administrative capacity with the worksite employer) have a familial relationship with any WIA trainee who is being considered for this Work Experience activity? |

Certification.

Survey Conducted by (Signature): _____

Name / Title / Date: _____

Attachment C.

WIA Worksite Agreement

(Based on Oklahoma Employment & Training Issuance #09-2003)

The WIA Worksite Agreement is designed to establish certain assurances and conditions that must be mutually agreed upon by the COWIB, its WIA Service Provider, and the work experience worksite. The COWIB considers the Worksite Agreement to be a contract, so each worksite agreement established must be numbered.

A separate Worksite Agreement will be written for each Work Experience participant (WIA trainee) who is assigned to a worksite.

A Worksite Agreement must be executed prior to the start date of any Work Experience activity. A properly completed Worksite Agreement will carry the signature of: (a) A representative of the WIA service provider; (b) The signature of the Worksite Supervisor; (c) The signature of at least one Alternate Supervisor; and (d) The signature of the COWIB's CEO or designee.

Job Information

The Worksite Agreement must describe the job title and job tasks that will be assigned to the WIA Trainee. This description will be given on the "Workplace Skills Statement" form that appears on Page 4 of the Worksite Agreement.

The duties described in the Workplace Skills Statement must provide sufficient work to occupy the trainee's work hours. The job tasks described in the statement may include routine duties that are regularly performed by other employees at the worksite. Alternatively, they may represent special assignments that are performed on an occasional, seasonal, intermittent, or temporary basis.

The duties of the Work Experience participant must not involve religious or political activities.

It is expected that the duties of the Work Experience position will be generally equivalent to the tasks assigned to an entry-level employee of the worksite employer.

Modifications

Under certain circumstances it may become necessary to update or revise the Worksite Agreement.

The terms of the Agreement may be modified only upon written agreement of the duly authorized representatives of the parties.

WIA Time and Attendance Record

The Trainee's name, ***Trainee's OSL Participant Number***, Employer's name, WIA program, and pay period must be typed or printed on the Time and Attendance Record.

The trainee's number of hours worked each week cannot exceed 40 hours. This section of the form must be completed in ink and does not allow for the use of liquid paper, **"white out," correction tape, or other types of correction materials. To record changes on this section, the entry must be struck out, and the supervisor and the trainee must initial the change being entered. A supervisor and the trainee must initial any changes made to this section.**

As described in the assurances, the trainee shall not be paid for lunch breaks, holidays or absences. The WIA service provider or supervisor must enter the day and month, **actual date, the specific "Start and Stop Times" for work performed by the trainee, and the number of hours worked that day. If it is a date not applicable, enter "N/A" in that space. If the trainee was absent, enter "E" for excused or "U" for unexcused. Enter an "H" for holidays. This information is critical to ensuring employer compliance with labor laws and job retention of the trainee.**

Rounding of hours. The duration of the daily time worked by the trainee must be recorded accurately. To account for extra minutes worked (beyond an exact number of hours), the following conversion table should be used:

<u>Total Minutes Daily Over Exact Hours</u>	<u>Conversion to Fraction of an Hour</u>
0 to 7 Minutes	No Extra Time
8 to 22 Minutes	¼ Hour = .25
23 to 37 Minutes	½ Hour = .50
38 to 52 Minutes	¾ Hour = .75
53 to 59 Minutes	1 Hour = 1.00

The trainee and the supervisor must sign and date the bottom of this form for certification. A WIA Representative must also sign and date this form upon receipt certifying acceptance of the information as true and correct.

The minimum elements required on the Time Sheet.

1. Trainee's name
2. Trainee's OSL participant ID number
3. Employer / Agency name
4. Pay Period beginning and ending date
5. WIA Work Experience program
6. Date and Days of the workweek
7. Work start and stop times by date (to include lunch break)
8. Total hours worked by date and by week
9. Trainee's Signature and date
10. Worksite Supervisor's signature and date
11. WIA Representative's signature and date

A worksite supervisor must also complete an evaluation on each trainee. This information will assist the WIA representative in determining worksite appropriateness, and the trainee's job retention, skills and abilities.

Revised – October 22, 2008

The worksite supervisor should use the form labeled, "Evaluation of Skills Being Developed." An evaluation form should be completed at the end of each pay period for each participant who has been assigned to the worksite. The form provides a format for the supervisor to evaluate each participant according to two sets of skills that are being developed: (1) "Soft" Skills; and (2) Job Specific Skills.



**Workforce Investment Act Programs
Worksite Agreement**



Agreement Number: _____

WIA worksite training activities are designed to provide WIA trainees with exposure to good work habits, job skills, and the working environment. Certain assurances and conditions must be agreed upon between the WIA service provider, the Worksite Employer / Agency, and the Central Oklahoma Workforce Investment Board (COWIB). These assurances and conditions are explained on the second page of this agreement. By accepting this Worksite Agreement, the Worksite Employer / Agency, the Central Oklahoma Workforce Investment Board (COWIB), and the WIA service provider agree to each of the assurances and conditions as shown.

Worksite Information

(print or type)

Worksite Employer/Agency:	Telephone Number:
Worksite Address:	Supervisor Name & Title:
Agreement Start date:	Agreement End Date:
Hourly rate of pay for Trainee:	Alternate Supervisor Name & Title:
Trainee's name:	Alternate Supervisor Name & Title:
	WIA Program: Adult DLW Youth

Job Information (Complete the Workplace Skills Statement, attached)

Certifications

We have read the worksite agreement and agree to abide by all applicable assurances and conditions.

Date: ____/____/____ Signature of WIA Representative: _____

Print Name of WIA Representative: _____

Date: ____/____/____ Signature of Worksite Supervisor: _____

Print Name of Worksite Supervisor: _____

Date: ____/____/____ Signature of Alternate Supervisor: _____

Print Name of Alternate Supervisor: _____

Date: ____/____/____ Signature of Alternate Supervisor: _____

Print Name of Alternate Supervisor: _____

Date: ____/____/____ Signature of COWIB Representative: _____

Print Name of COWIB Representative: _____

ASSURANCES AND CONDITIONS

1. The WIA service provider shall provide orientation to each site supervisor covering the program requirements prior to the trainee referral or the actual trainee beginning work at the site.
2. The worksite shall provide job orientation to all WIA trainees as related to work policies, job safety, and job expectations. The work policies and job expectations for WIA trainees must be the same as for non-WIA workers at the site.
3. The worksite supervisor for each trainee shall conduct evaluations of the WIA trainee. The frequency of this evaluation is to be determined by the COWIB.
4. The COWIB shall pay a wage to the temporary trainee. The wage to be paid will be the current minimum wage (or no greater than a starting wage that would be paid by the employer) at the time of payment. This is a training position for which the intent is to provide work experience and exposure to the world of work.
5. Each worksite supervisor shall maintain an accurate record of each trainee’s time and attendance (including start and stop times, breaks, hours worked, etc.) to be recorded on the Time and Attendance Record. The Time and Attendance Records will be signed by both the WIA trainee and the worksite supervisor, and will be submitted according to the local WIA policy.
6. The worksite shall provide sufficient work to occupy the trainee’s work hours and shall provide sufficient equipment and/or materials to enable the trainee to carry out the work assignments.
7. WIA trainees will be paid only for actual hours worked. This is a temporary; training position therefore no pay will be given for lunch breaks, holidays, or absences. Overtime work is not allowed.
8. WIA trainees are covered under the Worker’s Compensation policy of the COWIB. On the job injury reports will be completed by the trainee, supervisor, and authorized worksite official and submitted to the COWIB. All job injuries must be reported immediately in order that medical claims can be processed for worker’s compensation.
9. Counselors shall provide counseling to those trainees who may be experiencing unsatisfactory performance. The worksite shall notify the WIA service provider prior to termination of any trainee.
10. The worksite shall assure that all work is conducted in a safe, sanitary, and drug-free environment, and shall assure that all WIA trainees are supervised on a full-time basis by a qualified supervisor.
11. The WIA service provider and worksite shall adhere to all applicable Federal, State, and local child labor laws and the Workforce Investment Act regulations.
12. The WIA service provider shall inform the WIA trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances. The worksite shall not, in any manner or for any reason, discriminate against any WIA trainee.
13. The worksite shall, upon request of the WIA service provider, release the trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIA activities.
14. The worksite assures that any WIA trainee will not displace currently employed workers.
15. This agreement will either be modified or replaced if conditions change.
16. If the worksite is negligent in responsibilities agreed to in this document, the site:
 - (a) May not be used at a future date, and
 - (b) Is financially responsible for costs deemed illegal by auditors or monitors.

Other Agreements

Participant Worksite Schedule

(Name of Worksite)

1	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
2	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
3	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
4	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
5	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
6	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
7	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
8	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
9	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
10	Trainee: Job Title / Job Task:				Participant ID Number:		
	Start Date: _____ End Date: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____

Workplace Skills Statement

Participant's Name: _____ Participant ID Number: _____

Worksite: _____

Worksite Supervisor: _____

Job Title: _____

Job Tasks:

**Starting Wage for
this Position*:**

**Wage Increase
(if any):**

**NOTE: "(a) ... individuals employed in activities under title I of WIA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates... may not be less than the higher of the rate specified in... the Fair Labor Standards Act of 1938... or the applicable State or local minimum wage law." (WIA Final Regulations, 20 CFR 667.272)*

Skills To Be Developed

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Worksite Supervisor Signature

Date

Work Experience Participant (WIA Trainee)

Date

WIA TIME AND ATTENDANCE RECORD

Please Print in Ink or Type ~ DO NOT USE WHITE OUT

Trainee Name: _____ OS� Participant ID # _____

Employer / Agency: _____ Pay Period: _____ to _____

Program: Adult DLW OY YY In-school Out-of-school Other: _____

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Worked this week*
Date								
Start and Stop Times	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	
Daily Hours Worked...								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Worked this week*
Date								
Start and Stop Times	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	
Daily Hours Worked...								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Worked this week*
Date								
Start and Stop Times	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	
Daily Hours Worked...								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Worked this week*
Date								
Start and Stop Times	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	
Daily Hours Worked...								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Worked this week*
Date								
Start and Stop Times	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	___ - ___ ___ - ___	
Daily Hours Worked...								
E = Excused U = Unexcused H = Holiday (Note for all absences)								A.
Total Hours Worked during this Pay Period:								

Hour Limitations (Cumulative) for Regular Work Experience Activities —	
Adult or Dislocated Worker ...	240 hours;
Youth: For Profit Worksite ...	240 hours;
Youth: Non-Profit or Public Sector ...	520 hours.

Previous Hours Worked on this assignment:	B.
Cumulative Total Hours worked to date:	C = A + B
Maximum Hours Allowed in this activity:	D.
Hours Remaining on the Duration Limit for this activity:	E = D - C

* Include only the actual hours on the job – not counting time off for lunch or meals. Time worked each week cannot exceed 40 hours.

I certify that the above time and attendance information is correct.

Trainee's Signature _____ Date _____

Worksite Supervisor's Signature _____ Date _____

WIA Representative _____ Date _____

Worksite Supervisor's Telephone Number _____

Evaluation of Skills Being Developed

This evaluation is to be completed by the Worksite Supervisor at the end of each pay period.

Participant's Name:	
Participant ID Number:	
Worksite:	
Activity:	
Job Title:	

“Soft” Skills

SKILLS (Indicators)		EVALUATION SCALE			
		1	2	3	4
1	Cooperation				
2	Punctuality				
3	Initiative				
4	Work Quality				
5	Attendance				
6	Responsible				
7	Productivity				
8	Appearance				
9	Follows Directions				
10	Integrity				
11	Skill Progress				
12	Conduct / Attitude				

Rating Scale:

1 = UNSATISFACTORY 2 = SATISFACTORY 3 = GOOD 4 = EXCELLENT

Job Specific Skills

SKILLS (Indicators)		EVALUATION SCALE			
		1	2	3	4
1					
2					
3					
4					
5					

Rating Scale: 4 = Skilled - Can work independently with no supervision
 3 = Moderately Skilled - Can perform job completely with limited supervision
 2 = Limited Skill - Requires instruction and close supervision
 1 = No Exposure - No experience or knowledge in this area

 Worksite Supervisor's Signature

 Date

Attachment D.

Internship Agreement

The purpose of the Internship Agreement is to facilitate the referral and placement of students (job-seeking customers of Workforce Oklahoma) into internship activities characterized by practical experiences in a work-based environment.

The Internship Agreement establishes a formal relationship between the COWIB and a participating “Company.”

In the context of this Agreement, a “Company” is a business, agency, or organization that agrees to serve as an internship site and to offer its facilities, resources and supervision to eligible participants.

The Agreement is designed to be developed and signed prior to the referral of any potential interns to the Company. The Agreement describes the responsibilities of the COWIB, its Service Providers, and the participating Company.

An internship assignment is differentiated from a Regular Work Experience assignment by the fact that – when a participant enters an internship assignment -- the COWIB does not act as the employer of record. Rather, the Company establishes an internship position in a manner that is consistent with State and Federal law.

Because the COWIB does not act as the employer, it is not necessary for the participant’s job duties to be approved in advance by the COWIB. Nor is it necessary for timesheets to be submitted. However, the Company must agree to meet certain conditions as described in the Internship Agreement. For example, the Company must assure that:

- All work is conducted in a safe, sanitary, and drug-free environment;
- All interns are supervised on a full-time basis by a qualified supervisor;
- Etc.

For WIA participants, an internship assignment may offer important, intangible benefits including instruction and mentorship; networking opportunities; and a verbal or written letter of reference.



Internship Agreement



Purpose. To facilitate the referral and placement of students (job-seeking customers of Workforce Oklahoma) into internship activities characterized by practical experiences in a work-based environment.

Party #1. COWIB.

Central Oklahoma Workforce Investment Board
3813 N. Santa Fe, Suite 135
Oklahoma City, OK 73118

Party #2. Company.

Business, Agency, or Organization: _____
Mailing Address: _____

Point of Contact (Name, Title): _____
Phone Number: _____ Email: _____

Term:

Beginning Date: _____
Ending Date: _____

Background. The COWIB, through its Service Providers⁸, offers workforce development services designed to improve the productivity of Central Oklahoma’s workforce, including skills development activities that are enhanced by practical experiences in a work-based environment. For this agreement the Company shall provide practical experience pursuant to the terms of this agreement and shall serve as an internship site offering facilities, resources, and supervision to job-seeking customers of the Workforce Oklahoma system. Hereinafter, such job-seeking customers shall be referred to as “students” or “interns.”

Both parties agree to the following:

I. DUTIES AND RESPONSIBILITIES OF COWIB

1. The COWIB, through its Service Providers, will be responsible for referring eligible students for possible participation in internship activities as described in this agreement. The COWIB and the Company agree to schedule the internship hours to mutually benefit all parties involved.

⁸ The COWIB’s Service Providers include the following agencies which are contracted to deliver workforce development services through the Workforce Oklahoma system: (a) Arbor E&T; (b) TEEM, Inc.; and (c) Youth and Family Services, Inc.

2. The COWIB, through its Service Providers, shall pre-certify the eligibility of all participating students. Approved students will have the appropriate educational background and skills consistent with the advertised internship and Workforce Oklahoma requirements for participation.

3. The COWIB, through its Service Providers, shall establish participation requirements that the student must meet.

4. A COWIB Service Provider staff member (a workforce development professional acting in the capacity of a career counselor, case manager, etc.) will be assigned to monitor and evaluate each student's performance during the internship. The COWIB, through its Service Provider, will assume all costs associated with the workforce development professional's supervision of the intern.

5. At the beginning of each internship assignment, the Company will be provided with all evaluation materials and the expected timeline for submission.

The COWIB Service Provider shall provide orientation to each site supervisor covering the program requirements prior to the referral of a student or the actual intern beginning his/her assignment with the Company.

6. The COWIB's Service Provider will advise students of any known policies, procedures, and requirements of the internship as specified by the Company.

The COWIB service provider shall inform all eligible students of grievance procedures, nepotism rules, and non-discrimination assurances that apply generally to COWIB-sponsored internship activities.

7. At the beginning of the internship assignment, the COWIB's Service Provider will inform the Company of program participation requirements such as the intern's attendance at meetings, seminars or activities that may take the intern away from the assignment.

8. The COWIB's Service Provider may request termination of the internship placement for any student not complying with Workforce Oklahoma guidelines and procedures for the internship program, as long as the Company has been notified in advance.

II. Duties and Responsibilities of the Company

1. The Company agrees to prepare an internship job description that outlines the duties and responsibilities of the intern. The COWIB and its Service Providers will use this document to determine the suitability of the internship placement. Should changes to the job description be necessary after the internship is approved, the Company agrees to notify the COWIB's Service Provider of such changes.

2. The Company agrees to notify the COWIB's Service Provider of all selection criteria and any requirements of the selection process including but not limited to background investigations, drug testing, health screenings, etc.

3. The Company selects interns based on the Worksite's needs and preferences.
4. The Company assures that any student who is accepted for an internship assignment will not displace any currently employed worker(s).
5. The Company determines the schedule that the intern will maintain on premises.
6. The Company, at the beginning of the internship, determines the amount of compensation, if any, received by the intern. The Company will inform the COWIB's Service Provider if interns will receive an hourly wage, stipend or will serve in a non-paid capacity.
7. The Company agrees to provide suitable workspace and resources for the intern to complete the internship assignment. The Company will also provide orientation, training, supervision and evaluation of the intern.

The Company shall assure that all work is conducted in a safe, sanitary, and drug-free environment, and shall assure that all interns are supervised on a full-time basis by a qualified supervisor.

The Company shall provide an orientation to all students as related to Company policies, workplace safety, and internship expectations.

8. The Company shall provide all reasonable information requested by the COWIB or its Service Provider on a student's internship performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the COWIB and the Company.
9. The Company agrees to make every possible accommodation to the COWIB's request for a site visit during the internship. The Company also agrees to allow the intern to attend required Workforce Oklahoma internship meetings/seminars during the internship.
10. Should the Company become dissatisfied with the performance of a student, the Company may request removal of the student. This should occur only after the COWIB's Service Provider has been notified in advance and a satisfactory resolution cannot be obtained.

The COWIB's Service Provider may offer counseling to any student who may be experiencing unsatisfactory performance. The Company shall notify the COWIB Service Provider prior to the termination of any intern covered by this Agreement.

III. Mutual Terms and Conditions

1. Termination. Either the COWIB or the Company may terminate this agreement with 90 days notice. Should the Company wish to terminate the agreement prior to the completion of an internship assignment, any student intern(s) will have the opportunity to complete their internship. In the event of a substantial breach, either party may invoke immediate termination of this agreement.

2. The COWIB and the Company shall adhere to all applicable Federal, State, and local child labor laws and the Workforce Investment Act regulations.

The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regards to sex, age, race, color, creed, national origin, the provisions of the Americans with Disabilities Act, and other applicable laws.

3. The laws of the State of Oklahoma shall govern this Agreement.

4. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

5. Neither of the parties shall assume any liabilities to each other.

6. This Agreement represents the entire understanding between the parties. This Agreement shall only be modified in writing with the same formality as the original Agreement.

IV. Approval. The authorized representatives of the parties have executed this Agreement as of the date indicated below.

COWIB:
Signature _____
Typed Name, Title _____

Company:
Signature _____
Typed Name, Title _____

Please sign and return to:
Bill Bryant, Program Operations Manager
Central Oklahoma Workforce Investment Board
3813 N. Santa Fe, Suite 135
Oklahoma City, OK 73118

Attachment E.

Job Shadowing MOU

The purpose of the Job Shadowing MOU is to facilitate the referral and placement of students into “Job Shadowing” activities characterized by career exploration experiences in a work-based environment, facilitated by a site mentor.

The Job Shadowing MOU establishes a formal relationship between the COWIB and a participating “Job Shadow Site.”

In the context of this Agreement, a “Job Shadow Site” is a business, agency, or organization that agrees to serve as a worksite at which career exploration and mentoring activities may take place.

In a Job Shadowing activity, there is no employer / employee relationship with the Youth program participant. Consequently, there is no need for a job description, timesheets, or the preparation of detailed student evaluations by the Job Shadow Site.

Even so, the Job Shadow Site must agree to meet certain conditions as described in the Job Shadowing MOU. For example, the Job Shadow Site must assure that:

- All activities will be conducted in a safe, sanitary, and drug-free environment;
- A Site Mentor will be designated to supervise each assigned student during the Job Shadowing activity;
- Etc.

For WIA participants, a Job Shadowing assignment offers the opportunity to gain exposure to various aspects of an industry or occupation.

A Job Shadowing assignment may be offered as one component of a combination activity that incorporates the teaching of basic academic skills.



Job Shadowing MOU



Purpose. To facilitate the referral and placement of students into “Job Shadowing” activities characterized by career exploration experiences in a work-based environment, facilitated by a site mentor.

Party #1. COWIB.

Central Oklahoma Workforce Investment Board
3813 N. Santa Fe, Suite 135
Oklahoma City, OK 73118

Party #2. Job Shadow Site.

Business, Agency, or Organization: _____
Mailing Address: _____

Point of Contact (Name, Title): _____
Phone Number: _____ Email: _____

Term:

Beginning Date: _____
Ending Date: _____

Background. The COWIB, through its Service Providers⁹, offers workforce development services designed to improve the productivity of Central Oklahoma’s workforce, including career exploration activities that are enhanced by practical experiences in a work-based environment. For this Memorandum of Understanding (MOU), the Job Shadow Site agrees to offer short-term, structured mentoring to job-seeking customers of the Workforce Oklahoma system. Hereinafter, such job-seeking customers shall be referred to as “students.”

Both parties agree to the following:

I. DUTIES AND RESPONSIBILITIES OF COWIB

1. The COWIB, through its Service Providers, will be responsible for referring eligible students for possible participation in Job Shadowing activities as described in this Memorandum of Understanding (MOU). The COWIB and the Job Shadow Site agree to schedule the Job Shadowing hours to mutually benefit all parties involved.

⁹ The COWIB’s Service Providers include the following agencies which are contracted to deliver workforce development services through the Workforce Oklahoma system: (a) Arbor E&T; (b) TEEM, Inc.; and (c) Youth and Family Services, Inc.

2. The COWIB, through its Service Providers, shall pre-certify the eligibility of all participating students. Approved students will have the appropriate educational background, maturity, and skills consistent with program guidelines.
3. The COWIB, through its Service Providers, shall establish participation requirements that the student must meet.
4. A COWIB Service Provider staff member (a workforce development professional acting in the capacity of a career counselor, case manager, etc.) will be assigned to monitor and evaluate each student's performance during the Job Shadowing assignment. The COWIB, through its Service Provider, will assume all costs associated with the workforce development professional's supervision of the student.
5. At the beginning of each Job Shadowing assignment, the Job Shadow Site will be provided with all necessary program guidelines in written form.

The COWIB Service Provider shall provide orientation to each site mentor covering the program requirements prior to the referral of a student.

At the beginning of each Job Shadowing assignment, the COWIB's Service Provider will inform the Job Shadow Site of program participation requirements such as the student's attendance at meetings, seminars or activities that may take the student away from the assignment.

6. The COWIB's Service Provider will advise students in advance of any known policies, procedures, dress code, rules of conduct and/or other requirements of the Job Shadowing activity as specified by the Job Shadow Site.

The COWIB service provider shall inform all eligible students of grievance procedures and non-discrimination assurances that apply generally to COWIB-sponsored Job Shadowing activities.

7. The COWIB's Service Provider may terminate the Job Shadowing assignment for any student not complying with Workforce Oklahoma guidelines and procedures for the Job Shadowing activity.

II. Duties and Responsibilities of the Job Shadow Site

1. The Job Shadow Site, in coordination with the COWIB Service Provider, shall determine the schedule that the student will maintain on premises.
2. The Job Shadow Site agrees to designate a site mentor to supervise each assigned student during the Job Shadowing activity.
3. The Job Shadow Site agrees to maintain a suitable workspace and resources to facilitate the Job Shadowing assignment.

The Job Shadow Site shall assure that all activities are conducted in a safe, sanitary, and drug-free environment, and shall assure that all students are guided by a qualified site mentor.

The Job Shadow Site shall provide an appropriate orientation to all students as related to Job Shadow Site rules governing the Job Shadowing experience.

The Job Shadow Site will provide an opportunity for each referred student to observe workplace activities and to ask questions about the job duties that employees are required to accomplish in the course of a typical work day.

4. The Job Shadow Site agrees to provide reasonable information requested by the COWIB or its Service Provider on a student's Job Shadowing performance.
5. In the event of an injury or accident, the Job Shadow Site will provide immediate emergency care based on humanitarian considerations, and will promptly report the event to the COWIB's Service Provider.
6. Should the Job Shadow Site become dissatisfied with the performance or behavior of a student, the Job Shadow Site may request removal of the student at any time.

III. Mutual Terms and Conditions

1. Termination. Either the COWIB or the Job Shadow Site may invoke immediate termination of this Memorandum for any cause.
2. The laws of the State of Oklahoma shall govern this MOU.
3. The relationship between the parties to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
4. Neither of the parties shall assume any liabilities to each other.
5. This MOU represents the entire understanding between the parties. This Memorandum shall only be modified in writing with the same formality as the original MOU.

IV. Approval. The authorized representatives of the parties have executed this Memorandum as of the date indicated below.

COWIB:

Job Shadow Site:

Signature _____

Signature _____

Typed Name, Title _____

Typed Name, Title _____

Please sign and return to:

Bill Bryant, Program Operations Manager

Central Oklahoma Workforce Investment Board

3813 N. Santa Fe, Suite 135

Oklahoma City, OK 73118

Attachment F.

Community Service Worksite Agreement

The purpose of the Community Service Worksite Agreement is to facilitate the referral and placement of volunteers into Community Service activities -- characterized by services benefitting the community and practical experiences in a work-based environment.

The Community Service Worksite Agreement establishes a formal relationship between the COWIB and a participating “Community Service Organization.”

In the context of this Agreement, a “Community Service Organization” is a non-profit or governmental agency or organization that agrees to serve as a worksite and to offer its facilities, resources and supervision to eligible participants. The participants are referred to as “volunteers.”

The Agreement is designed to be developed and signed prior to the referral of any potential volunteers to the Community Service Organization. The Agreement describes the responsibilities of the COWIB, its Service Providers, and the participating Worksite.

In a Community Service activity, there is no employer / employee relationship with the Youth program participant (who volunteers his/her time and energy for the benefit of the community). Even so, the Community Service Organization must agree to meet certain conditions as described in the Community Service Worksite Agreement. For example, the Community Service Organization must:

- Prepare a Community Service Job Description that outlines the duties and responsibilities of the volunteer.
- Assure that all activities will be conducted in a safe, sanitary, and drug-free environment;
- Assure that each volunteer will be properly supervised during the Community Service activity;
- Etc.

For Youth Program participants, a Community Service assignment offers the opportunity to:

- Practice positive social behaviors;
- Develop leadership skills; and
- Strengthen a personal sense of civic engagement.



Community Service Worksite Agreement



Purpose. To facilitate the referral and placement of volunteers into Community Service activities -- characterized by services benefitting the community and practical experiences in a work-based environment.

Party #1. COWIB.

Central Oklahoma Workforce Investment Board
3813 N. Santa Fe, Suite 135
Oklahoma City, OK 73118

Party #2. Community Service Organization.

Department, Agency, or Organization: _____

Mailing Address: _____

Point of Contact (Name, Title): _____

Phone Number: _____ Email: _____

Term:

Beginning Date: _____

Ending Date: _____

Background. The COWIB, through its Service Providers¹⁰, offers workforce development services designed to improve the productivity of Central Oklahoma’s workforce, including leadership development activities that are enhanced by practical experiences in a work-based environment. For this agreement, the Community Service Organization shall serve as a community service worksite offering facilities, resources, and supervision to participants in the COWIB’s WIA Youth Program. Hereinafter, such participants shall be referred to as “volunteers.”

Both parties agree to the following:

I. DUTIES AND RESPONSIBILITIES OF COWIB

1. The COWIB, through its Service Providers, will be responsible for referring eligible volunteers for possible participation in community service activities as described in this agreement. The COWIB and the Community Service Organization agree to schedule the hours of the activity to mutually benefit all parties involved.

¹⁰ The COWIB’s Service Providers include the following agencies which are contracted to deliver workforce development services through the Workforce Oklahoma system: (a) Arbor E&T; (b) TEEM, Inc.; and (c) Youth and Family Services, Inc.

2. The COWIB, through its Service Providers, shall pre-certify the eligibility of all referred volunteers. Approved volunteers will have the appropriate educational background, maturity, and skills consistent with program guidelines.
3. The COWIB, through its Service Providers, shall establish participation requirements that each volunteer must meet.
4. A COWIB Service Provider staff member (a workforce development professional acting in the capacity of a career counselor, case manager, etc.) will be assigned to monitor and evaluate each volunteer's performance during the community service assignment. The COWIB, through its Service Provider, will assume all costs associated with the workforce development professional's supervision of the volunteer.
5. At the beginning of each community service assignment, the Community Service Organization will be provided with all necessary program guidelines in written form.

Prior to the referral of a volunteer, the COWIB Service Provider shall provide an orientation to each site supervisor covering the WIA Youth Program requirements.

At the beginning of each community service assignment, the COWIB's Service Provider will inform the Community Service Organization of program participation requirements such as any required meetings, seminars or activities that may take the volunteer away from the assignment.

6. The COWIB's Service Provider will advise volunteers of any known worksite policies, procedures, dress codes, rules of conduct, and/or requirements that are specific to the Community Service Organization.

The COWIB Service Provider shall inform all eligible volunteers of grievance procedures, nepotism rules, and non-discrimination assurances that apply generally to COWIB-sponsored community service activities.

7. The COWIB's Service Provider may terminate the community service assignment of any volunteer not complying with Workforce Oklahoma guidelines and/or procedures for the WIA Youth Program.

II. Duties and Responsibilities of the Community Service Organization

1. The Community Service Organization agrees to prepare a Community Service Job Description that outlines the duties and responsibilities of the volunteer. The COWIB and its Service Providers will use this document to determine the suitability of the community service placement. Should changes to the job description be necessary after the community service is approved, the Community Service Organization agrees to notify the COWIB's Service Provider of such changes.

2. The Community Service Organization agrees to notify the COWIB's Service Provider of all selection criteria and any requirements of the selection process including but not limited to background investigations, drug testing, health screenings, etc.
3. The Community Service Organization will select volunteers based on the Community Service Organization's needs and preferences.
4. The Community Service Organization assures that any volunteer who is accepted for a community service assignment will not displace any currently employed worker(s).
5. The Community Service Organization will, in cooperation with the COWIB's Service Provider, determine the schedule that the volunteer will maintain on premises.
6. The Community Service Organization agrees to provide suitable workspace and resources for the volunteer to complete the community service assignment. The Community Service Organization will also provide orientation, training, supervision and evaluation of the volunteer.

The Community Service Organization shall assure that all work is conducted in a safe, sanitary, and drug-free environment, and shall assure that all volunteers are supervised on a full-time basis by a qualified supervisor.

The Community Service Organization shall provide an orientation to all volunteers as related to Community Service Organization policies, workplace safety, and community service expectations.
7. The Community Service Organization shall provide all reasonable information requested by the COWIB or its Service Provider that is relevant to the performance of a volunteer in his / her community service assignment. If there are any volunteer evaluations, they will be completed and returned according to any reasonable schedule agreed to by the COWIB and the Community Service Organization.
8. The Community Service Organization agrees to make every possible accommodation to the COWIB's request for a site visit during the community service. The Community Service Organization also agrees to allow the volunteer to attend required Workforce Oklahoma meetings / seminars during the community service assignment.
9. In the event of an injury or accident, the Community Service Organization will provide immediate emergency care based on humanitarian considerations, and will promptly report the event to the COWIB's Service Provider.
10. If the Community Service Organization becomes dissatisfied with the performance or behavior of a volunteer, the Community Service Organization may request removal of the volunteer at any time.

The COWIB's Service Provider may offer counseling to any volunteer who may be experiencing unsatisfactory performance.

III. Mutual Terms and Conditions

1. Termination. Either the COWIB or the Community Service Organization may terminate this agreement with 10 days notice. In the event of a substantial breach, either party may invoke immediate termination of this agreement.
2. The COWIB and the Community Service Organization shall adhere to all applicable Federal, State, and local child labor laws and the Workforce Investment Act regulations.
The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regards to sex, age, race, color, creed, national origin, the provisions of the Americans with Disabilities Act, and other applicable laws.
3. The laws of the State of Oklahoma shall govern this Agreement.
4. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
5. Neither of the parties shall assume any liabilities to each other.
6. This Agreement represents the entire understanding between the parties. This Agreement shall only be modified in writing with the same formality as the original Agreement.

IV. Approval. The authorized representatives of the parties have executed this Agreement as of the date indicated below.

COWIB:
 Signature _____
 Typed Name, Title _____

Community Service Organization:
 Signature _____
 Typed Name, Title _____

Please sign and return to:
 Bill Bryant, Program Operations Manager
 Central Oklahoma Workforce Investment Board
 3813 N. Santa Fe, Suite 135
 Oklahoma City, OK 73118

Questions & Answers
Policy Clarifications

1. Clarification Regarding the Limits of Duration for Work Experience Activities

From: Bill Bryant
Sent: Friday, July 14, 2006 11:21 AM
To: Jones, Doris
Cc: Elam, Nila
Subject: Clarification

Doris—

Here's how the COWIB's Work Experience policy describes the limited duration of regular Work Experience activities for youth:

“Limited Duration. For WIA Youth participants, the duration of a Regular Work Experience activity shall be limited to:

For a worksite in the public or non-profit sector ...	520 hours;
For a worksite in the private, for-profit sector ...	240 hours.

“If necessary and appropriate, as indicated by an approved Individual Service Strategy (ISS), a Youth participant may repeat a Work Experience activity with a different employer or worksite. The participant may not repeat a Regular Work Experience activity more than once.”

Here's my clarification:

The 520 hour limit means that a youth participant may be assigned to a public sector or non-profit worksite for up to 520 hours. Then, if the ISS indicates a need, the youth may be assigned to a different worksite for an additional 520 hours (or 240, if in the for-profit sector).

Perhaps it would be helpful to re-write the “Limited Duration” statement as follows:

“For WIA Youth participants, the duration of a single Regular Work Experience activity shall be limited...”

In any case, we're trying to make the point that the duration applies to the number of hours at the worksite – even though the individual youth may actually participate in more than 520 hours of activities (if, for example, they are assigned to 2 worksites in sequence).

I hope this clarification is helpful.

Let me know if you have any other questions.

Thanks,

--Bill

Bill Bryant, Program Operations Manager
Central Oklahoma Workforce Investment Board
3813 N. Santa Fe, Suite 135
Oklahoma City, OK 73118
Phone: (405) 622-2030
Fax: (405) 622-2032
Email: billbryant@cowib.org

2. Clarification Regarding the Limits of Duration for Work Experience Activities (Reiteration)

From: Pollard, Phyllis [mailto:PHYPOL@oklahomacounty.org]
Sent: Tuesday, July 25, 2006 4:16 PM
To: Bill Bryant
Subject: Work experience Question

Bill if a youth was enrolled and received work experience services, they left the program (exited) and reapplied can they receive work experience services and do we count the time from the previous service?

Need an answer asap.

From: Bill Bryant
Sent: Wednesday, July 26, 2006 8:11 AM
To: Pollard, Phyllis
Subject: RE: Work experience Question

Phyllis—

The COWIB's policy on Work Experience describes limits to the duration of a WE activity:

Limited Duration. For WIA Youth participants, the duration of a Regular Work Experience activity shall be limited to:

For a worksite in the public or non-profit sector ...	520 hours;
For a worksite in the private, for-profit sector ...	240 hours.

If necessary and appropriate, as indicated by an approved Individual Service Strategy (ISS), a Youth participant may repeat a Work Experience activity with a different employer or worksite. The participant may not repeat a Regular Work Experience activity more than once.

I interpret this policy to mean that a Youth participant may be enrolled in up to 1,040 of WE hours (public or non-profit, 520 + 520) if there is a need for the second Work Experience activity with a different employer or worksite.

The key phrase is, "If necessary and appropriate." A compliance monitor would surely want to see some sort of indication that a second WE activity was required for the benefit of the participant. Especially if the participant completed the first activity successfully, what would be the purpose for enrolling the young person in another one?

'Hope this helps,

--Bill

Bill Bryant, Program Operations Manager
Central Oklahoma Workforce Investment Board
3813 N. Santa Fe, Suite 135
Oklahoma City, OK 73118
Phone: (405) 622-2030
Fax: (405) 622-2032
Email: billbryant@cowib.org

3. Regarding the Proper Method for Counting the Hours in a Workweek

From: Livingston, Pamela [mailto:Pamela.Livingston@oesc.state.ok.us]
Sent: Wednesday, July 26, 2006 4:01 PM
To: Bill Bryant
Cc: Hewitt, Donna; Allen, Randall
Subject: Time Sheets for Andre Anderson

Mr. Bryant,

In response to your inquiry regarding the time sheets for [\[Name of Participant Deleted\]](#) for the time period of 4/16/2006 to 5/15/2006.

OESC Workforce Quality Division reviewed the above referenced time sheets at your request. The issue reviewed is the appearance on the time sheet that [\[Name of Participant Deleted\]](#) had worked 47 hours for the week of 4/16/2006 through 4/23/2006. This is a concern to the COWIB as work site agreement participants are not allowed to exceed 40 hours per week (OETI 9-2003).

OESC reviewed the submitted time sheet for the week of 4/16/2006 through 4/23/2006; the time sheet for the week of 4/9/2006 through 4/15/2006 in which the participant is documented to have worked 32 hours; and the documentation from worksite supervisor [\[Name Deleted\]](#) regarding the work week for hourly employees.

OESC has determined:

1. [\[Name of Worksite Deleted\]](#) work week for hourly employees is from Saturday through Friday of each week.

Revised – October 22, 2008

2. OETI 9-2003, Assurances and Conditions (2) states, "...The work policies and job expectations for WIA trainees must be the same as for non-WIA workers at the site."

The participant did not exceed the 40 hours per week limitation for the week of 4/16/2006 through 4/23/2006 at the work site. The worksite documentation submitted supports the work site's policy for their work week which runs from Saturday through Friday of each week.

You may want to print this email and keep it with the documentation you faxed to OESC Workforce Quality Division in case this issue is questioned in the future.

Thank you for your diligence in monitoring the time and attendance sheets for compliance.

Sincerely,

Pamela Livingston

*Pamela Livingston
APO II, WIA Program Monitor
405-557-5316
<pamela.livingston@oesc.state.ok.us>*

4. Regarding the WIA Restriction on "Sectarian" Activities

From: bill bryant
Sent: Friday, October 05, 2007 9:36 AM
To: 'Pollard, Phyllis'
Cc: 'Roberts, Dorcas'; 'Pamela Kirby'; 'Eddie Foreman'; 'Bond, Pat'
Subject: St. John Christian Heritage Academy

Phyllis—

I have reviewed the worksite agreements that have been written with St. John Christian Heritage Academy. One agreement is for a Teacher Assistant position – 3 positions, actually; one is for a Custodial Assistant (1 position).

From my review, I have determined that St. John Christian Heritage Academy is accredited by the Oklahoma State Department of Education. It is located at 5700 N. Kelley Ave. – the same address as the St. John Missionary Baptist Church.

I have reviewed these agreements with particular regard to the question of whether these Worksite Agreements have been developed in compliance with the "non-sectarian" provisions of the WIA Act and Regulations.

The Agreements include the following paragraphs:

10. The WIA service provider and worksite shall adhere to all applicable Federal, State, and local child labor laws and the Workforce Investment Act regulations.
11. The WIA service provider shall inform the WIA trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances. The worksite shall not, in any manner or for any reason, discriminate against any WIA trainee.

So, the Worksite Supervisors have an understanding that there are non-discrimination rules that must be followed. Here is a brief review of the relevant rule.

Please take a look at 20 CFR 667.275 from the WIA Final Regulations:

“Sec. 667.275 What are a recipient's obligations to ensure nondiscrimination and equal opportunity, as well as nonparticipation in sectarian activities?”

“(a)(1) Recipients, as defined in 29 CFR 37.4, must comply with the nondiscrimination and equal opportunity provisions of WIA section 188 and its implementing regulations, codified at 29 CFR part 37. Under that definition, the term “recipients” includes State and Local Workforce Investment Boards, One-Stop operators, service providers, vendors, and subrecipients, as well as other types of individuals and entities.

“(2) Nondiscrimination and equal opportunity requirements and procedures, including complaint processing and compliance reviews, are governed by the regulations implementing WIA section 188....

“(3) As described in Sec. 667.260(a), financial assistance provided under WIA title I may be used to meet a recipient's obligation to provide physical and programmatic accessibility and reasonable accommodation/modification....

“(b) Under 29 CFR 37.6(f), the employment or training of participants in sectarian activities is prohibited, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants.”

From this, it appears that there may be an issue with respect to the “Custodial Assistant” position and possibly with respect to the “Teacher Assistant” position.

With regard to the “Custodial Assistant” position, there is a question as to whether the participant assigned to this position will have any duties with regard to “maintenance of a facility” that is “primarily or inherently devoted to sectarian instruction or worship.”

Here’s some additional clarification of this rule as provided in 29 CFR Part 37.6(f):

DEPARTMENT OF LABOR
Office of the Secretary
29 CFR Part 37

Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998

ACTION: Interim final rule; Request for comments.

“... Paragraph 37.6(f): This paragraph prohibits participants in a WIA Title I--financially assisted program or activity from being employed or trained to construct, operate, or maintain any part of a facility that is or will be used primarily for sectarian instruction or religious worship. This paragraph is directly based on, and implements, Section 188(a)(3) of WIA.”

“...Sectarian activities means religious worship or ceremony, or sectarian instruction.”

“Sec. 37.6 What specific discriminatory actions, based on prohibited grounds other than disability, are prohibited by this part?”

“... (f) (1) A recipient must not permit participants to be employed or trained in sectarian activities.

(2) This paragraph applies to any facility that is, or will be, primarily used or inherently devoted either:

(A) For sectarian instruction; or

(B) As a place of worship,

(ii) A recipient must not permit participants to be employed or trained in any way to:

(A) Construct any part of such a facility,

(B) Operate any part of such a facility, or

(C) Maintain any part of that facility.

(3) If a facility is not primarily or inherently devoted to sectarian instruction or religious worship, a recipient may permit the use of WIA Title I funds to employ participants to maintain the facility, if the organization that operates the facility is part of a program or activity that provides services to participants.”

From this, it is my understanding that a Work Experience participant may be employed to provide custodial assistance to St. John Christian Heritage Academy ONLY IF:

- ◆ **The individual's job duties do not include maintaining any part of the facility that is primarily or inherently used for worship or sectarian instruction.**

Here's my interpretation:

(1) The Custodial Assistant's duties may include the cleaning and maintenance of classrooms, etc., that are used for non-sectarian instruction: e.g., Math, English, Science, Gymnasium, and so on.

(2) The participant's duties may *not* include cleaning or maintaining the sanctuary (the part of the facility that is inherently used for worship). Also, if there is any other part of the facility that is primarily used for sectarian instruction, then the participant may *not* be assigned to clean or maintain that part of the facility. This would include a chapel or other space that is primarily used for Bible instruction or for the teaching of Christian beliefs or precepts.

The same type of reasoning may be applied to the “Teacher Assistant” position. The WIA Rules prohibit participants from “operating” any part of a facility that is used primarily for sectarian instruction. So, the job duties assigned to the Teacher Assistant should not include any activities that involve supporting “sectarian instruction.” For example, the participant should *not* be assigned the task of grading papers having to do with Bible instruction, etc. Even so, as I interpret the rule, it would be perfectly acceptable for the Teacher Assistant to participate in other types of activities that fit within the Workplace Skills Statement as agreed to by St. John Christian Heritage Academy. These include activities designed to:

- ◆ Develop the skills of working with and caring for children;
- ◆ Develop the skills of assisting teachers with grading (non-sectarian subjects); and
- ◆ Develop the skill of reading to children.

RECOMMENDATIONS:

- (1) The Worksite Supervisors at St. John Christian Heritage Academy should review the requirements of 29 CFR 37.6. They should have a proper understanding of the restrictions on sectarian activities that apply to WIA participants.
- (2) When the worksite is monitored, the duties and activities of the Work Experience participants should be reviewed for program compliance. If any violations are discovered, the participants should be withdrawn from the worksite.
- (3) If you feel the need for a more thorough review of the requirements of 29 CFR 37.6, you may seek legal guidance from the County's Assistant District Attorney.

If you have any other questions about the requirements of the WIA Act and Regulations, please be sure to let me know.

I hope this helps,

Bill Bryant, Program Operations Manager
Central Oklahoma Workforce Investment Board
3813 N. Santa Fe, Suite 135
Oklahoma City, OK 73118
Office: (405) 622-2030
Mobile: (405) 760-5322
Email: billbryant@cowib.org

5. Don't Pay Participants for Lunch Breaks, etc.

From: Livingston, Pamela [mailto:Pamela.Livingston@oesc.state.ok.us]
Sent: Thursday, October 11, 2007 9:00 AM
To: Pamela Kirby
Cc: Hewitt, Donna
Subject: Time and Attendance Sheets; Lunch Breaks

Good Morning Pam,

I am sending this to you to forward to the board monitors....

Michelle was good enough to research the question about whether lunch breaks were mandatory. All we could find was the stipulation for the under 16 age group.

Donna and I are aware that some of your worksites might require that participants have a working lunch. Please be cautious that if a participant gets a lunch break, the time away must be reflected on the Time and Attendance Sheet. Participants cannot be paid for time not worked (lunch breaks, holidays, etc). And of course, participants may not be paid over 40 hours/week.

Hope this helps!

Pam

Pam Livingston
Program Manager
OESC Workforce Quality
Desk (405) 557-5316
Cell (405) 436-6703
Fax (405) 557-1478

6. Must Provide Rest Periods for Participants Under the Age of 16 (in compliance with Child Labor Law)

From: Pamela Kirby [mailto:pamelakirby@cowib.org]
Sent: Thursday, October 11, 2007 9:55 AM
To: Livingston, Pamela
Subject: RE: Time and Attendance Sheets; Lunch Breaks

Hi – I just spoke with Lester Claravall [he did a presentation at our Young Adult Empowerment Conference Sept. 21] and he said he would be glad and come talk to the monitoring group to help us understand what documentation to look for.

These are my notes from our conversation:

no break laws for 16 and over

ALL under 16 breaks must be documented -

if they work 5 hours must have 30 minute rest period can be broken as long as total is cumulative to 30 minutes

if they work 8 hours must have a total of a 1 hour rest period

also required is a Work Permit for Youth UNDER 16
[issued by school or OK Dept of Education]

.... rest breaks MUST be documented for all youth under age of 16

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Find the Oklahoma Child Labor Statutes online:
<http://www.okdol.state.ok.us/wh/ChildLabor/CHILDLABORSTATUTES.HTM>