

# Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB)

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## WDB POLICIES

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# Individual Training Account (ITA) Policy and Procedures

Initial Policy – 2015  
Amended Policy – 2021

## **PURPOSE**

This policy outlines Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board's directives for providing Individual Training Accounts (ITAs) for participants enrolled in WIOA-funded programs, including Out-of-School Youth (OSY) ages 16-24. The purpose of this policy revision is to increase the maximum allowed limit for training costs paid via an ITA, and to elaborate on the role of the ITA in preparing job seekers for gainful employment.

## **BACKGROUND**

Individual Training Accounts (ITAs) are the primary method to be used for funding training services for Adult Program and Dislocated Worker Program participants. An ITA must be used to fund participant training, unless the training is funded through a contract for services under one of the five "contract exceptions" or the local WDB has a waiver from the Governor to provide the training.

If appropriate, Individual Training Accounts (ITAs) may be used to fund training services for Youth Program participants who met the out-of-school-youth (OSY) criteria at the time of the eligibility determination. ITAs cannot be used to fund training services for Youth Program participants who met the in-school youth (ISY) criteria at the time of eligibility determination; however, ISY participants who are 18 years of age or older may co-enroll in the Adult Program in order to receive training services funded through an ITA.

Since ITAs can only be used to fund training programs on the State's Eligible Training Programs List (ETPL), the local WDB must make the ETPL available to participants to maximize informed consumer choice when selecting a training program. The WDB requires the Title I career counselor to share the location of the ETPL website with participants interested in occupational skills training. Participants must select their training program from the ETPL in consultation with their career counselor.

Participants are expected to utilize information such as skills assessments, labor market conditions/trends, and training providers' performance, and to take an active role in managing their employment future through the use of ITAs.

## **POLICY**

ITA funding is limited to participants who:

1. Complete an assessment that:
  - Identifies a need for training that leads to self-sufficiency or wages comparable to or higher than wages from previous employment, and

- Demonstrates the participant has the skills and qualifications to successfully complete the training program.
- 2. Complete an Individual Employment Plan (IEP) or Individual Service Strategy (ISS) that identifies the selected training program with anticipated start and end dates.
- 3. Are unable to obtain grant assistance from other sources to pay the costs of training or require assistance beyond available grant resources from other sources, such as Pell Grants in order to complete their training goals.
- 4. Select training programs that are:
  - Included on the Eligible Training Provider List, and
  - Directly linked to an in-demand industry sector or occupation or sectors that have a high potential of sustained demand or growth in the local area or in the planning region or in another area in which the participant is willing to travel or relocate; and
- 5. Maintain satisfactory progress/grades throughout the training program.

The above documentation recorded in the participant's OSOS record, and other related files.

#### **A. Coordination of WIOA Training Funds and Other Federal Assistance**

The Workforce Partnership must consider the availability of other sources of grants, excluding loans, to pay for training costs so that WIOA funds are used to supplement but not supplant other sources. WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay the cost of their training or require assistance beyond that available under grant assistance to pay the costs of such training. In making the determination, The Workforce Partnership must consider the full cost of participating in training services, including the cost of supportive services and other appropriate costs.

Additional grant assistance may be available through sources such as but not limited to: Temporary Assistance for Needy Families (TANF; Title IV Programs such as Federal Pell Grants, Federal Supplemental Educational Opportunity Grants, or Federal Work-Study; and available state-funded grants.

As stated in WIOA Final Rules, page 56121 and TEGL 19-16, Department of Veterans Affairs benefits for education and training services are not included in the category of "other resources of training grants" listed in 20 CFR sec. 680.230(b). Therefore, veterans and spouses are not required to first use any available benefit entitlements associated with their military service before being considered eligible for WIOA-funded training, and The Workforce Partnership is will not consider the availability of those funds.

The Workforce Partnership must consider and document in the participant file the availability of other sources of grants, excluding loans, to pay for training costs so that WIOA funds are used to supplement but not supplant other sources. The use of WIOA funds to make payments towards a personal loan of an otherwise eligible participant is

prohibited. However, the mere existence of a federal loan, regardless of the status, must not impact ITA eligibility determinations. The Workforce Partnership must document the availability and coordination of other training funds in the participant record (both OSOS and participant file).

### **B. ITA Authorization**

ITAs must be approved by The Workforce Partnership Training Committee prior to issuance. ITA authorization must be documented in the participant record.

ITAs are authorized only for training programs listed on the Eligible Training Provider List (ETPL), as required in WIOA Section 134(c)(F)(iii). ITA funds are paid directly to the training provider using The Workforce Partnership's fiscal system.

For Individual Training Account (ITA) Trainings, occupations/skills are required to include only occupations that are on the Priority Occupations List for the Oyster Bay-North Hempstead-Glen Cove LWDA listed as high or medium, which may be found at: <http://labor.ny.gov/lmi-workforce> (click on Long Island Region).

ITAs may be used for pre-apprenticeship programs however, only pre-apprenticeship programs listed on the ETPL may be approved.

ITAs may be authorized for training programs in other states if the training program is listed on that State's ETPL or there exists reciprocity agreements with other states. Prior LWDB approval is required.

### **C. Funding Mechanisms other than ITAs**

Mechanisms other than ITAs may be used to provide training services that do not rise to the level of occupational skills training, including individualized services such as workforce preparation activities or short-term prevocational services. WIOA Sections 134(d)(3)(C) and 134(d)(3)(C)(vi) describe these services. Individualized services may include literacy, internship, work experience and other training activities that may not provide formal occupational skills training or be appropriate for an ITA.

Similarly, short-term prevocational services are designed to prepare a participant for work but do not provide formal occupational skills training. As such, ITAs are not authorized for individualized short-term prevocational training. Short-term prevocational training may include the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, professional conduct, or other non-occupation-specific topics that are intended to prepare individuals for unsubsidized employment or training.

### **D. ITA Funding Limit**

1. WIOA Adults/ Dislocated Workers/Out-of-School Youth

Individual Training Accounts (ITAs) are training accounts awarded to WIOA-eligible individuals which provide educational/occupational skill training services, with maximum funding limits set by the Local Boards and adjusted as needed with Board approval.

The maximum ITA limit is not an entitlement. The amount and duration of each participant's ITA award is determined on an individual basis. Funding amounts will include the total costs of the selected training program, any other financial assistance available to the participant, and available WIOA funding.

Participants may select training programs that cost more than the maximum authorized limit when other sources of funds such as Pell Grants, scholarships, severance pay, or other resources are available to supplement the ITA.

The ITA funding can only include the cost of training services, including instructional materials, academic fees, educational testing and certification, tuition, books, individual materials, supplies, tools, and equipment.

An ITA may fund prerequisite training to a vocational training program if it is required by the educational institution.

**The Oyster Bay-North Hempstead-Glen Cove Local Board sets the "maximum tuition reimbursement amount" for an Individual Training Account at an amount not to exceed \$8,000.**

Note: Supportive Services (i.e., Books, Supplies, Testing, Certification/Licensing, etc.) are not included in the \$8,000 tuition reimbursement.

A WIOA Program Year is the period of July 1<sup>st</sup> to June 30<sup>th</sup>. If during any point in the Program Year, it is determined that the rate of training expenditures/obligations is below what is mandated to reach the WIOA Formula Funds 80% Obligation Requirement by June 30<sup>th</sup>, the Local Workforce Development Board (LWDB) Director may elect to increase the "maximum tuition reimbursement amount" to the full amount of tuition charged to the general public for a training program as reflected in the Training Provider's catalog.

Furthermore, if training expenditures/obligations are low, for those customers currently enrolled in training who paid the portion of tuition that **exceeded the "maximum tuition reimbursement amount"**, compensation to these customers is allowable if authorized by the LWBD Director.

2. Trade Act

Maximum amounts for TAA approved training plans to provide individual classroom training are as follows:

\$20,000 for a training plan of up to 130 weeks; and

\$10,000 for a training plan of up to 52 weeks.

#### **E. ITA Continued Funding, Satisfactory Progress**

Continued funding of an ITA is contingent on availability of WIOA funds and on the participant's satisfactory progress in school, except for what is considered "good cause". The Workforce Partnership staff must review the participant's training progress and expenses quarterly or more frequently depending on the training institution's schedule. A participant's training progress will be considered satisfactory upon earning either:

- A grade point average that does not fall below 2.0 for two consecutive terms
- A grade point average sufficient to graduate from, or receive certification in, the individual's approved area of study.
- Sufficient credit hours to finish the approved course of study within the timeframe established under the approved training plan.
- In the case of ungraded learning programs, satisfactory progress means participating in classes and passing certification examinations within the timeframe established under the approved training plan.

The Workforce Partnership staff must arrange to receive training progress reports/transcripts) from participants in adequate time to approve further training. Progress reports, transcripts, or other training-issued updates must be documented in both OSOS and the customer's file.

The Workforce Partnership staff, in collaboration with participants, must develop a service strategy to overcome barriers impacting progress for participants who are not earning satisfactory progress in their coursework. WIOA ITA funding may be terminated if participants do not earn satisfactory progress for two (2) or more consecutive school terms (i.e. quarters, semesters, etc.).

"Good cause" for failure to make satisfactory progress in training includes specific factors that would cause a reasonable person in similar circumstances to fail to make satisfactory progress." Good cause includes", but is not limited to:

- Illness, injury or disability of the participant or a member of the participant's immediate family,
- Severe weather conditions or natural disaster precluding safe travel,
- Destruction of the participant's school records due to a natural disaster or other catastrophe not caused by the participant,
- Acting on advice received from an authority such as the training provider, instructor, or career counselor,
- Training is delayed or cancelled,

- Accepting interim/survival employment with hours or other work conditions that conflict with the training,

### **F. ITA Modifications**

An ITA may be modified to ensure the participant attains their educational goals and subsequent employment. In some circumstances, such as when a program of training is removed from the ETPL, or when extraordinary program expenses develop, the participant and career counselor must agree on whether to complete the plan of training with the existing provider, seek a similar program, or discontinue training.

When a program of training is removed from the State ETPL, WIOA participants in that program can complete their training. However, an ITA should not be modified or extended for a participant beyond the original plan approval as it relates to a program of training that is no longer on the ETPL.

Any modifications to the ITA must be documented in case notes in OSOS.

### **G. ITA Obligations**

In order to obligate ITA funds, a “The Workforce Partnership Encumbrance Form” will be completed for individuals identified to receive an ITA award. This form will be submitted to the fiscal unit for processing.

A “Training Plan Agreement” would document a three-way commitment between the participant, The Workforce Partnership, and the training institution. This agreement lists the course(s) approved; start and end date of training; agreed upon placement expectations at the conclusion of training.

An “Approval Letter” listing the course, dates of training, and costs are sent to the training institution.

### **H. Tuition Funds Payment Process**

In the event a participant discontinues training, the career counselor must demonstrate ensure the validity of WIOA funds provided to training institutions. The following must be verified and documented to ensure appropriate payment:

- The refund policy of the training provider to determine the amount of training funds owed to the training institution.
- A requirement for the training provider to notify the career counselor of customer dropout,

Note: The Workforce Partnership reimburses a training institution only for hours completed by the customer and does not pay tuition/fees prior to receipt of such service. Additionally, payment for books, supplies, tests, uniforms, etc., are not paid until actual receipt.

## I. Documentation Requirements

The following must be recorded in case notes and uploaded in the applicable training service recorded in the participant's OSOS record:

1. Documented assessment results that justify the need for training and includes evidence:
  - The participant has the skills and qualifications necessary to successfully complete the training program, and
  - The participant is unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone.
2. Evidence the selected program of study will result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment.
3. Evidence the selected training program is directly linked to an in-demand industry sector or occupation or sectors that have a high potential of sustained demand or growth in the local area or in the planning region or in another area in which the participant is willing to travel or relocate.
  - If applicable, documentation of the participant's willingness and ability to travel to locations outside of the Oyster Bay-North Hempstead-Glen Cove LWDA, as outlined in the "Training Plan Agreement" and the IEP/ISS.
4. Completed IEP (Adult and Dislocated Worker) or ISS (OSY ages 16-24) documenting the selected program of study, anticipated and actual start/end dates and training outcomes.
5. Evidence the participant is unable to obtain grant assistance from other sources to pay the costs of training or require assistance beyond available grant resources from other sources, such as Pell Grants in order to complete their training goals.
6. Evidence the selected training program is on the Eligible Training Provider List (ETPL).
7. Authorization of the ITA and any approved increase or modification.
8. Copies of transcripts, grades, progress reports or other documentation providing evidence of the participant's satisfactory progress in training.
9. Training outcome. This includes:
  - If applicable, reason for the participant's discontinuation of training and the change in service delivery as a result of this decision.
  - Copy of degree, certificate, or other evidence of satisfactory completion of training.

**ELIGIBILITY, SUITABILITY, AND PRIORITY OF SERVICE  
FOR  
TRAINING SERVICES AND INDIVIDUALIZED CAREER SERVICES  
POLICY & PROCEDURES**

Original Issue Date – July 1, 2015; revised 2021 & 06/27/2023

1. The “Priority of Service” Policy was initially issued on July 1, 2015. An update to this policy will address additional “barriers to employment” as mandated through recent WIOA legislation. Furthermore, a fifth category for “Priority of Service” has been included to address the employment and training needs of individuals who are not considered a “priority” population nor have “barriers to employment” (as listed in this policy), but are assessed to have tangible circumstances which prevent successful entrance into employment. The statute requires that priority for career and training services be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Added to this policy is federal requirements regarding a minimum of 50.1% who must be a targeted high-need adult.
2. The Eligibility and Suitability Portions of this policy are new.

**REFERENCES**

**Priority of Service Policy** - per TEGL 10-09;TEGL 3-15; TEGL 19-16; TEGL 07-20;WIOA Title 1 Section 134(c)(3)(E); Technical Advisory No. 23-01.

**Adult Eligibility** – TEGL 19-16; TEGL 07-20; 20 CFR § 680.120; WIOA § 3(24); TA 11-12.2 Attachment A and B

**Suitability for Training Services** - CFR §680.210; WIOA Title 1 Section 134(c)(3)(A)

**OVERVIEW**

1. In order to determine which customers qualify for "priority of service", Process 1 stresses the importance of gathering comprehensive demographic information which will help identify those customers who meet the definition of priority (publics assistance recipients, other low income, basic skills deficient, and veterans/spouses), as well as determine those individuals who have barriers to employment. This information should be retrieved from such sources as the ES-100 and ES-102, which are registration forms counselors have customers complete when first entering the office. Counselors must ensure that these forms are accurately and thoroughly completed. Process 1 also involves the data entry of this information into OSOS.
2. Process II involves determining eligibility of Adult-funded customers. Based on the current Workforce Board Policy regarding eligibility, those Adults deemed eligible for services, particularly Training Services, must have a family income below the self-sufficiency level, as defined in Process II. Therefore, those whose income is at or above the self-sufficiency level would not be

eligible to enroll in training. This same income requirement would not apply to Adult-funded customers who seek Individualized Career Services; however, “priority of service” would still apply. Individualized Career Services include services such as: specialized assessments, developing an individual employment plan, counseling, work experience (including transitional jobs), and workshops (a list of services that fall under the heading of Individualized Career Services are listed in the "Priority of Service" policy).

3. Process III - once an Adult-funded customer is considered income "eligible", then the individual must be assessed for suitability and a need for Individualized Career Services and/or Training Services. “Suitability” also involves determining the status of an employed individual whose family income may fall below the self-sufficiency level, but whose type of employment does not meet the definition of "underemployed". Therefore, a definition of "underemployed” can be found in Process III, and will assist staff in making this determination.
4. Process IV - once the customer has satisfied the qualifying standards listed under Processes I-III through an "initial assessment", the counselor will determine if the eligible and suitable customer is considered a "priority" population or have barriers-to-employment under Priority Groups 1-4 as described in the "Priority of Service" policy. Or, for customers who are not a "priority" nor have barriers to employment, enrollment under Category 5.

## **PROCESS I**

### **REPORT ACCURATE DATA INTO OSOS TO ENSURE “PRIORITY OF SERVICE”**

To demonstrate and document the implementation of the WIOA Adult Priority of Service requirements, it is important to collect and report the various elements found in OSOS. Relevant to the Priority of Service requirements are the elements used to categorize individuals into one of the three priority groups and how these elements will reinforce the type of service each participant will receive.

Career Center staff must report the characteristics of participants, the services received, and the outcomes attained. This information will help ensure that the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Area is implementing the Priority of Service provision of WIOA.

To accomplish this objective, staff must ensure the collection of precise, thorough, and reliable demographic information from the following forms:

**ES 100 – Career Center Registration Form**

**ES 102 – Career Center Supplementary Registration Form** - completion of this form by the customer is voluntary; however, customers should be encouraged to complete this form in order to be better assisted. Specifically, data collected from this form will help

determine if a customer qualifies for other workforce system programs and services and will identify those customers who are considered “priority”.

**PROCESS II**

**ADULT ELIGIBILITY - BASED ON INCOME VERIFICATION -  
SELF-SUFFICIENCY GUIDELINES**

Policy approved by WDB July 1, 2015  
Yearly data revised -July 2024

**SELF-SUFFICIENCY GUIDELINES  
(WIOA ADULT)**

Employed or unemployed Adult registrants with a family income **less** than 100% of the median income level for corresponding family size are considered to be lacking in self-sufficiency.

Individuals lacking self-sufficiency will be considered for training services. (Individuals with a disability may be considered a family of one for income determination purposes.)

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Median Income Amounts as per HUD Fiscal Year 2024

	100% of Median Income
Family of 1	\$ 109,400
Family of 2	\$ 125,000
Family of 3	\$ 140,600
Family of 4	\$ 156,200
Family of 5	\$ 168,700
Family of 6	\$ 181,200
Family of 7	\$ 193,700
Family of 8	\$ 206,200

## **PROCESS III**

### **DETERMINING SUITABILITY AND NEED FOR INDIVIDUALIZED CAREER SERVICES AND TRAINING SERVICES**

#### **A. WIOA Adult Funds are designated for those individuals who are unemployed or underemployed.**

❖ Underemployed may include:

1. Individuals employed less than full-time who are seeking full-time employment.
2. Individuals who are employed in a position that is inadequate with respect to their skills and training.
3. Individuals who are employed and who meet the definition of a low-income individual.
4. Individuals who are employed, but whose current job earnings are not sufficient compared to previous job earnings from previous employment.

#### **B. Determining Suitability and Need for Individualized Career Services**

To receive individualized career services supported by WIOA Adult funds, an initial skill assessment must be conducted.

#### **C. Determining Suitability and Need for Training Services**

To receive training services supported by WIOA Adult funds, suitability and need for training must be determined through a comprehensive assessment. Career planning must focus on labor market information and training provider performance data. WIOA considers the process of collecting information and developing an Individual Employment Plan (IEP) with the participant as fundamental in making a determination for training services.

❖ An assessment must determine that the customer:

1. Is unlikely or unable to obtain employment that leads to economic self-sufficiency through individualized career services alone.
2. Needs training services to obtain employment that leads to economic self-sufficiency.
3. Has the skills or qualifications to successfully participate in training.
4. Is unable to obtain grant assistance from other sources (e.g., Trade Adjustment Assistance TAA or federal Pell Grants) to cover the full cost of such training.
5. Will be entering a program of training that is linked to employment opportunities in an in-demand industry and occupation.

## **PROCESS IV**

### **OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE**

### **LOCAL WORKFORCE DEVELOPMENT BOARD**

#### **Workforce System Policy**

#### **Priority Populations and Priority of Service under the**

#### **Workforce Innovation and Opportunity Act (WIOA) Title 1 Adult Program**

Last Revised: June 27, 2023 (referred for LWDB approval)

#### **PURPOSE**

To update the current Priority of Service Policy to conform with the requirements to serve priority populations under the WIOA Title 1 Adult Program as described in **New York State Department of Labor Technical Advisory No. 23-01**.

#### **BACKGROUND**

- ❖ Across all titles, WIOA focuses on serving individuals with barriers to employment and seeks to ensure access to quality services for these populations, including through the Title I Adult priority of service requirement.
- ❖ USDOL envisions that at least 75 percent of Adult participants who receive individualized career and training services are from at least one (1) of the three (3) priority populations, and expects this rate will be no lower than 50.1 percent.

#### **MISSION STATEMENT**

The mission of the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board is to foster and advance opportunities for those job seekers with barriers to employment.

#### **POLICY STATEMENT**

Priority of service helps individuals in need and who can most benefit from the public workforce system, onto a pathway to self-sufficiency. WIOA provides a focus on serving individuals with barriers to employment and ensures access on a priority basis regardless of funding levels. WIOA requires priority of service be provided to veterans and their eligible spouses for all U.S. Department of Labor-funded job training programs, as well as to public assistance recipients, low-income individuals, and individuals who are basic skills deficient (including English language learners) when providing individualized career services and training services using WIOA Title 1 Adult program funds.

#### **CATEGORIES OF PRIORITY OF SERVICE**

### **1. Priority Populations under the WIOA Title I Adult Program**

To comply with WIOA and United States Department of Labor (USDOL) Employment and Training Administration requirements, the New York State Department of Labor (NYSDOL) requires at least 50.1 percent of WIOA Title I Adults receiving individualized career or training services fall into at least one (1) of the following three (3) priority populations:

- a) Recipients of public assistance
- b) Other low-income individuals
- c) Individuals who are basic skills deficient, which includes English language learners

### **2. Priority of Service Requirements Under the WIOA Title 1 Adult Program**

In addition to the three (3) required populations identified above, veterans and their eligible spouses must also continue to receive priority of service in all NYSDOL-funded training programs, including WIOA programs.

### **3. NYSDOL Defined Priority of Service Customers**

NYSDOL also considers the following individuals with barriers to employment as priority populations for individualized career and training services, if they do not already fall under one (1) of the WIOA-required priority populations:

- a) Individuals with disabilities
- b) Justice-involved individuals
- c) Single parents

**Note:** The statutory priority only applies to Adult Program funds and only applies to providing individualized career and training services. Funds allocated for Dislocated Workers (DWs) and Youth are not subject to this requirement. Additionally, there are no restrictions to providing basic career services. These services may be provided to any eligible Adult. Basic career services are generally entered into OSOS as activities, and are located in the L1 Activity Tab.

## **DATA ENTRY AND DEV REQUIREMENTS**

One-Stop Career Center staff will follow procedures outlined in the following One-Stop Operating System (OSOS) Guides to ensure Adult priority of service demographic data is recorded consistently and accurately:

1. Creating a Basic Customer Record
2. Comprehensive Assessment and Supplemental Data

One-Stop Career Center staff must record precise customer demographic data and all barrier-related information into OSOS to ensure customers are being identified as one (1) or more of the priority Adult populations. All demographic data must be entered into OSOS prior to recording a staff-assisted service/activity.

Staff completing data entry must comply with WDS TA # 17-07: Use of One-Stop Operating System and Re-employment Operating System (June 28, 2017).

Staff conducting eligibility determination will reference the WIOA Data Element & Acceptable Eligibility Verification as outlined in Training and Employment Guidance Letter (TEGL) No 23-19, Change 1, to collect appropriate documentation to support the priority designation. Local staff

will reference the Excel version of Attachment II to TEGL No. 23-19, Change 1, and unhide/expand all rows to view all applicable items.

Additional information on programmatic criteria for individualized career and/or training services is found in TEGL No. 10-16, Change 2, Attachment VII, and TEGL No. 19-16, Attachment II. Career Center staff will reference the OSOS Guides listed in the *References* section for instructions on how to add individualized career and/or training services into OSOS.

#### **ADULT PRIORITY OF SERVICE PERFORMANCE REQUIREMENTS**

1. Accurate data reporting will ensure:
  - a) Appropriate enrollments;
  - b) Positive performance outcomes;
  - c) OSOS data integrity; and
  - d) Identification of potential fiscal and programmatic system weaknesses.

#### **ACTION - APPLYING PRIORITY OF SERVICE REQUIREMENTS**

Recipients of public assistance, other low-income individuals, individuals who are basic skills deficient, and veterans and their eligible spouses must receive priority of service in all NYSDOL-funded training programs, including WIOA programs.

However, as described in TEGL No. 10-09, when programs are statutorily required to provide priority for a particular group of individuals, such as the WIOA priority for Adult funds, priority will be provided in the following order:

1. First, to veterans and eligible spouses who are included in the groups given statutory priority for WIOA Adult formula funding. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient receive first priority for individualized and career services with WIOA Adult formula funds;
2. Second, to non-covered persons (individuals who are not veterans or eligible spouses) who are included in the three (3) populations given priority for WIOA Adult formula funds;
3. Third, to veterans and eligible spouses who are not included in WIOA's three (3) priority Adult groups;
4. Fourth, additional priority populations established by NYSDOL (Individuals with Disabilities, Justice-involved Individuals and Single Parents who do not fall under one of the other WIOA-required populations, namely, veterans or eligible spouses, recipients of public assistance, other low-income individuals or individuals who are basic skills deficient, including English Language Learner). *Although an option, the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board (LWDB) has opted, at this time, not to designate an additional Board priority population;*
5. Last, to non-covered persons outside the groups given priority under WIOA (including the three (3) additional priority populations identified by NYSDOL and underemployed individuals).

#### **ADDITIONAL PRIORITY OF SERVICE REQUIREMENTS**

1. One-Stop staff will follow this order when it comes to determining funding of WIOA Adult programs.
2. One-Stop staff must always prioritize services to the priority populations, regardless of the amount of funds available to provide services in the local area.
3. It is understood that any additional priority populations established by the LWDB must have a lower priority than the three (3) categories as determined by WIOA and NYSDOL (including the three (3) additional priority populations identified by NYSDOL).

#### KEY TERMS AND DEFINITIONS

1. **Military Veterans** are defined as “a person who has served at least one day in the active military, naval or air service and who was discharged or released from such service with other than a dishonorable discharge”. This definition includes Federal activation of a Reserve Component, other than active duty for training. See TA 12-12.4 for a full list of Eligible Military Veterans and eligible spouses.
2. **Recipients of Public Assistance**- Examples of public assistance include: • Temporary Assistance for Needy Families (TANF); • Food stamps/ Supplemental Nutrition Assistance Program (SNAP); Attachment A 9 01-20-2023 • General Assistance (GA) State/Local; • Refugee Cash Assistance (RCA); • Supplemental Security Income (SSI); • Social Security Disability Insurance (SSDI); and • Exhausting TANF within two years

3. **Low-Income Individual (Workforce Innovation and Opportunity Act (WIOA) Sec. 3(36)(A))**

(A) IN GENERAL.—The term “low-income individual” means an individual who—

- i. receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

**\*Note:** Local income-based public assistance programs may be used to determine whether someone is low-income. Local Workforce Development Boards (LWDBs) must include these local income-based public assistance programs in their local Adult Priority of Service policy

- ii. is in a family with total family income that does not exceed the higher of—
  - (a) the poverty line; or
  - (b) 70 percent of the lower living standard income level;
- iii. is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- iv. receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- v. is a foster child on behalf of whom State or local government payments are made; or

- vi. is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

**\*Note:** Under WIOA, there is no exclusion of payments for unemployment compensation, child support payments, and old-age survivors insurance benefits from the income calculations for determining if an individual is low-income. These exclusions that were previously provided under [Workforce Investment Act] WIA sec. 101(25) no longer apply.

**4. Basic Skills Deficient (WIOA Sec. 3(5))**

BASIC SKILLS DEFICIENT.—The term “basic skills deficient” means, with respect to an individual—

- a) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- b) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.

**\*Note:** Individuals who are English language learners meet the criteria for basic skills deficient and must be included in the priority populations for the Title I Adult Program.

**5. Individuals with Barriers to Employment (WIOA Sec. 3(24) and TEGL No. 19-16)**

The populations included in the “individuals with barriers to employment” in WIOA sec. 3(24) include:

- (a) Displaced homemakers (as defined in WIOA sec. 3(16));
- (b) Low-income individuals (as defined in WIOA sec. 3(36));
- (c) Indians, Alaska Natives, and Native Hawaiians (as defined in WIOA sec. 166(b));
- (d) Individuals with disabilities, including youth who are individuals with disabilities (as defined in WIOA sec. 3(25) (includes individuals who are in receipt of Social Security Disability Insurance);
- (e) Older individuals (age 55 and older) (as defined in WIOA sec. 3(39));
- (f) Ex-offenders (“offender” as defined in WIOA sec. 3(38));
- (g) Homeless individuals or homeless children and youths;
- (h) Youth who are in or have aged out of the foster care system;
- (i) Individuals who are:
  - (1) English language learners (WIOA sec. 203(7)),
  - (2) Individuals who have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual’s family, or in society); and
  - (3) Individuals facing substantial cultural barriers;
- (j) Eligible migrant and seasonal farmworkers (as defined in WIOA sec. 167(l)(1-3);
- (k) Individuals within two years of exhausting lifetime TANF eligibility;
- (l) Single parents (including single pregnant women);
- (m) Long-term unemployed individuals (unemployed for 27 or more consecutive weeks); and
- (n) Such other groups as the Governor involved determines to have barriers to employment.

**6. Individualized Career Service (§678.430)**

Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following services, as consistent with program requirements and Federal cost principles:

(1) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—

(a) Diagnostic testing and use of other assessment tools; and

(b) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

(2) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in § 680.180 of WIOA);

(3) Group counseling;

(4) Individual counseling;

(5) Career planning;

(6) Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;

(7) Internships and work experiences that are linked to careers;

(8) Workforce preparation activities;

(9) Financial literacy services as described in sec. 129(b)(2)(D) of WIOA;

(10) Out-of-area job search assistance and relocation assistance; and

(11) English language acquisition and integrated education and training programs.

**7. Training Services (§680.200)**

Types of training services are listed in WIOA sec. 134(c)(3)(D) and in paragraphs (a) through (k) of this section. This list is not all-inclusive and additional training services may be provided.

(a) Occupational skills training, including training for nontraditional employment;

(b) On-the-job training (OJT) (see §§ 680.700, 680.710, 680.720, and 680.730);

(c) Incumbent worker training, in accordance with WIOA sec. 134(d)(4) and § 680.780, 680.790, 680.800, 680.810, and 680.820;

(d) Programs that combine workplace training with related instruction, which may include cooperative education programs;

(e) Training programs operated by the private sector;

(f) Skills upgrading and retraining;

(g) Entrepreneurial training;

(h) Transitional jobs in accordance with WIOA sec 134(d)(5) and §§ 680.190 and 680.195;

(i) Job readiness training provided in combination with services listed in paragraphs (a) through (h) of this section;

(j) Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with training services listed in paragraphs (a) through (g) of this section; and

(k) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training (see §§ 680.760 and 680.770).

**SELF-SUFFICIENCY GUIDELINES  
(WIOA ADULT)**

Employed or unemployed Adult registrants with a family income **less** than 100% of the median income level for corresponding family size are considered to be lacking in self-sufficiency.

Individuals lacking self-sufficiency will be considered for training services. (Individuals with a disability may be considered a family of one for income determination purposes.)

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Median Income Amounts as per HUD Fiscal Year 2024

	100% of Median Income
Family of 1	\$ 109,400
Family of 2	\$ 125,000
Family of 3	\$ 140,600
Family of 4	\$ 156,200
Family of 5	\$ 168,700
Family of 6	\$ 181,200
Family of 7	\$ 193,700
Family of 8	\$ 206,200

## **EMPLOYMENT WHILE IN INDIVIDUALIZED CAREER OR TRAINING SERVICES POLICY**

Effective: July 1, 2015

### 1. Individualized Career Services - Adult

Customers who are enrolled in Individualized Career Services, and subsequently obtain employment or increase wages of current employment to an amount, when combined with other family members' income would exceed the approved family self-sufficiency level, will no longer be eligible for Individualized Career Services. (Individuals with a disability may be considered a family of one of income determination purposes.)

If a customer exceeds the family self-sufficiency level, continuation of services may be granted under the following circumstances:

Customer and counselor agree that continuation of Individualized Career Services is necessary to gain the skills required to obtain and/or retain employment.

### Individualized Career Services – Dislocated Worker

Customers who are enrolled in Individualized Career Services, and subsequently obtain employment or increase wages of current employment to an amount that exceeds 75% of the individual's previous wage at dislocation will no longer be eligible for these services.

If the customer exceeds this amount, continuation of services may be granted under the following circumstances:

Customer's total family income is less than the self-sufficiency level. (Individuals with a disability may be considered a family of one for income determination purposes.)

Or

Customer and counselor determine that continuation of Individualized Career Services is necessary in order to gain the skills required to obtain and/or retain employment.

### 2. Training Services - Adult

Customers who are enrolled in training services, and subsequently obtain employment, or increase wage of original employment to an amount, when combined with other family members' income, would exceed the approved family self-sufficiency level, will no longer be eligible to continue. (Individuals with a disability may be considered a family of one for income determination purposes.)

If combined family income exceeds the self-sufficiency level, continuation in training services may be considered only under the following circumstances:

Customer has attended beyond the refund period of specific course as stated in the contractual agreement, school catalog or school's Enrollment Agreement.

or

An employer indicates in writing that customer will either be hired or shall remain employed contingent on completion of said training program.

#### Training Services – Dislocated Worker

Customers who are enrolled in training services, and subsequently obtain employment or increase wages of current employment to an amount which exceeds 75% of the Individual's previous wage at dislocation, will no longer be eligible for these services.

If customer exceeds this amount, continuation of training services may be granted under the following circumstances:

Customer's combined family income is less than the self-sufficiency level. (Individuals with a disability may be considered a family of one for income determination purposes.)

or

Customer has attended beyond the refund period of the specific course as stated in the contractual agreement, school catalog or school's Enrollment Agreement.

or

An employer indicates in writing that customer will either be hired or shall remain employed contingent on completion of said training program.

**EMPLOYER REQUEST FOR ITA'S  
FOR  
INCUMBENT WORKER POLICY**

Effective: July 1, 2015

Employers may request training services through ITA's for incumbent workers who are considered to be lacking in self-sufficiency as per the WDB self-sufficiency guidelines. The Consortium may limit the amount of training dollars a company may receive during the year, dependent on the funds available and the number of requests from local business.

Priority will be given to employers who offer wages and benefits that lead to family self-sufficiency, ensure long-term self-sufficiency for their employees, and exhibit a strong pattern of union management cooperation where applicable.

Employers must provide workers with a wage increase or demonstrate the existence of a system for performance reviews and wage gains, and the establishment of a career ladder.

## **SUPPORTIVE SERVICES AND NEEDS-RELATED PAYMENT POLICY**

Effective: July 1, 2015

Amended: September 21, 2021

The Workforce Innovation and Opportunity Act defines supportive services for adults and dislocated workers as services such as transportation, child and dependent care, housing and needs-related payments which are necessary to enable individuals to participate (or continue to participate) in activities authorized under WIOA and which are not available through other programs.

Transportation Assistance and Needs-Related Payments shall be provided to eligible participants, as described below.

### **SUPPORTIVE SERVICES PAYMENTS FOR TRANSPORTATION**

Supportive service payments of \$10 per day for transportation may be provided to income-eligible customers on a bi-weekly basis under the following circumstances:

- Maximum family income must not exceed 200% of the Poverty Level or 140% of Lower Living Standard Level
- Participants must be enrolled in a training program.
- Payments are based on actual attendance in class verified by timesheets.
- Payments are contingent on the availability of funding under the Workforce Innovation and Opportunity Act.
- Payments will be provided only when they are not otherwise available from other sources.

Payments may be slightly higher for travel as far east as Stony Brook, or as far west as Manhattan.

### **NEEDS-RELATED PAYMENTS**

A stipend of \$20 per day will be available to income-eligible participants on a bi-weekly basis for a maximum of 52 weeks, under the following circumstances:

- Must be enrolled in a WIOA approved training program
- Family income must not exceed the Poverty level or 70% of Lower Living Standard Level
- Minimum of 20 hours of class time per week
- Minimum of 90% attendance record
- Minimum of "C" average
- Payments are based on actual attendance in class verified by timesheets
- Payments are contingent on the availability of funding under the Workforce Innovation and Opportunity Act.
- Payments will be provided only when they are not otherwise available from other sources.

## Eligible Participants for Needs-Related Payments

### Adults

- Unemployed, and
- do not qualify for, or have ceased to qualify for UI; and

### Dislocated Workers

- Unemployed, and
- have ceased to qualify or did not qualify for UI and TAA; and
- were enrolled in a WIOA approved training program by the end of the 13<sup>th</sup> week after the most recent layoff that resulted in Dislocated Worker Status, or if later, by the end of the 8<sup>th</sup> week after the worker is informed that a short-term layoff will exceed six months.

## FAMILY SIZE AND INCOME GUIDELINES

Family: two or more persons related by blood, marriage, or decree of court, who are living in a single residence and are included in one or more of the following categories:

1. A married couple and dependent children,
2. A parent or guardian and dependent children, or
3. A married couple

Dependent child: as referenced in the definition of family includes children living in a single residence with parent(s) or guardian(s) and who DO NOT meet the definition of independent child based on the Free Application for Federal Student Aid (FAFSA) guidelines.

Independent child: shall include those children living in a single resident with parent(s) or guardian(s) and who fall into one (or more) of the following categories:

1. Is 24 years of age or older by December 31 of the current year;
2. Is an orphan or ward of the court or was a ward of the court until the individual reached the age of 18;
3. Is a graduate or professional student (in college, beyond a bachelor's degree);
4. Is a veteran of the Armed Forces of the United States;
5. Is a married individual;
6. Has legal dependents other than a spouse;
7. Is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances; or
8. Is currently living with parents(s) or guardian(s) but provides more than 50% of his/her own support.

Family size: the composition of the family is determined at the date of the application. Members in the household who do not meet one of the categories identified in the definition of family are not included in family size.

When determining family income for eligibility purposes, an individual with a disability's income is based on the individual's income rather than his or her family's income. The individual's income must meet the low-income definition.

Family income: means all income received by all members included in the family size (determined at time of application) during the six-month period prior to application/registration, annualized by multiplying the six-month income by two (six-month income x 2). Unless specifically identified as being excluded from family income, income must be included.

Income of prior family members who may have comprised part of the family during the past six months but are no longer members of the household at time of application (i.e., divorced, separated or deceased spouse, or other family member) would not be counted for income determination purposes. Only the income of members of the current family should be counted and applied against the current family size

## INCOME GUIDELINES

Income only needs to be verified if it is required for eligibility purposes.

Lower Living Standard Income Level: income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary. The Title I Eligibility Desk Guide (WIOA Resource 2) is updated each year as this information is made available.

Include in family income:

1. Money wages and salaries before any deductions;
  - a. Net receipts from non-farm self-employment (receipts from a person's own unincorporated business, professional enterprise, or partnership after deductions for business expense);
  - b. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses);
2. Regular payments from railroad retirement, strike benefits from union funds, worker's compensation, and training stipends;
3. Alimony;
4. Military: Pension payments such as those received by military retirees and pension benefits.
5. Pensions whether private, or government employee ;
6. Regular insurance or annuity payments other than Supplemental Security Income disability (SSI) or veterans' disability;
7. College or university grants (excluding Pell grant), scholarships (not needs-based), and assistantships;

8. Net gambling or lottery winnings;
9. Social Security Disability Insurance payments (SSDI)
10. WIOA One Stop partner programs where income is not subsidized (e.g. On-the-Job Training wages)
11. Reemployment Assistance (RA) benefits;
12. Child support payments
13. Old age survivor's insurance benefits received under section 202 of the Social Security Act (42 USC 402).

Old age survivor's insurance benefits include:

- a. Social Security Survivor Benefits: paid to people up to age 18 who have had a parent die and the parent paid wages into the system; and
- b. Social Security Retirement Benefits: paid to people who reached their social security age and have wages paid in the system.

Exclude from family income:

1. Public Assistance cash payments (including Temporary Assistance to Needy Families (TANF), SSI, Refugee Case Assistance (RCA), and General Assistance (GA));
2. Foster care child payments;
3. Title IV of the Higher Education Act (i.e., Pell Grants, Federal Supplemental Educational Opportunity Grants (FSEOG), and Federal Work-Study (FWS));
4. Needs-Based scholarship assistance;
5. Income earned while [the veteran was] on active military duty and certain veteran's benefits (i.e., compensation for service-connected disability, compensation for service-connected death, vocational rehabilitation, and education assistance);
6. Capital gains;
7. Any assets drawn down as withdrawals from a bank, the sale of property, a house or a car;
8. Tax refunds, gifts, loans, lump-sum inheritances, one-time insurance payments, or compensation for injury;
9. Non-cash benefits such as employer paid fringe benefits, food or housing received in lieu of wages, Medicare, Medicaid, school meals, and housing assistance;
10. Tribal Government Payments (i.e., Per Capita Payments, Lease Payments, Individual Indian Money (IIM)
11. One Stop partners programs where income is subsidized.(e.g. work experiences, support services)
12. Any amounts received as military pay or allowance by any person who served on active duty and certain other specified benefits must be disregarded as income.

## OTHER SUPPORTIVE SERVICES

The following Supportive Services may be provided to individuals who are participating in intensive and training services and are unable to obtain supportive services through other programs. Receipt of these services is contingent on individuals meeting eligibility criteria for the intensive and training service levels. Services may only be provided if they enable individuals to participate (or continue to participate) in activities authorized under WIOA Title IB. The costs of the following items are allowable if required for participation in WIOA programs, or to obtain or retain employment.

Certification Exams and Fees

License Fees  
Application Fees  
Finger Printing  
Evaluation of Foreign Credentials (not to include expedited mailing charges)  
Job Related Tools/Supplies/Equipment  
Uniforms/Protective Shoes  
Books  
Other Items (see approval process below)

Approval Process

All requests for the items listed above must be submitted in written form by the Workforce Specialist to the immediate Supervisor for initial approval. Request must include justification for each item, along with assurance that Supportive Services are not otherwise available through other sources. Final approval will be granted by the Director of Employment and Training. For any item requested other than those listed above, the Director of Employment and Training will forward justification for this request to the WDB Director for approval.

Documentation

Proper justification for any request under this Policy shall be case noted in order to substantiate the customer's Individual Employment Plan.

CHILD AND DEPENDENT CARE and HOUSING ASSISTANCE shall not be funded under this policy. Participants requiring these services shall be referred to other resources, including but not limited to the Nassau County Department of Social Services.

**FUNDING OF INDIVIDUAL TRAINING ACCOUNTS  
FOR  
RESIDENTS OF OTHER WORKFORCE DEVELOPMENT AREAS  
POLICY  
(Town of Hempstead, Suffolk County, NYC)**

Effective: July 1, 2015

The policy of this WDB will be to adopt a cap on the amount of the Individual Training Account for residents of other Workforce Development Areas, which will match the policy set forth by that Workforce Development Board but will not exceed the local cap. If funding is limited, the policy of this WDB will be to restrict training to residents of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Area, only.

## COORDINATION OF FUNDING WITH OTHER SOURCES POLICY

Effective: July 1, 2015

### 1. Coordination with Pell BACKGROUND

Section 134 (3) (B) (i) of the Workforce Innovation and Opportunity Act emphasizes that: WIOA training funds shall be limited to participants who are unable to obtain grant assistance from other sources to pay for their training or require assistance beyond what is available from other sources to pay for their training: Notwithstanding section 479B of the Higher Education Act of 1965 (20 U.S.C. 1087uu) ... provision of such training services shall be limited to individuals who— (I) are unable to obtain other grant assistance for such services, including Federal Pell Grants established under subpart 1 of part A of title IV of the Higher Education Act of 1965 (20 U.S.C. 1070a et seq.); or (II) require assistance beyond the assistance made available under other grant assistance programs, including Federal Pell Grants. (ii) Training services may be provided while an application for a Federal Pell Grant is pending, except that if such individual is subsequently awarded a Federal Pell Grant, appropriate reimbursement shall be made to the local area from such Federal Pell Grant.

#### POLICY:

To ensure WIOA participants have access to the maximum financial resources available for training and support services, WIOA service providers shall encourage and assist participants, when appropriate, to apply for Pell Grants, other education-related forms of financial aid and other sources of funds.

All available sources of funds (excluding loans) shall be considered to cover the full education and education related costs for training and support services. A resource plan shall be developed for each participant that will identify and track the exact mix of funds used to pay for training and supportive services.

WIOA funds will not be used to pay for training or services already covered by other sources. Training agreements, particularly with Pell-eligible institutions, should ensure:

- the institution cannot bill or be paid twice for the same expenses;

- costs paid for by WIOA and by the Pell Grant are clearly identified and documented
  - access is guaranteed to the WIOA participant's financial aid records (such as the Student Aid Report (SAR)).
2. Coordination with Trade Act - if the total cost of training exceeds the combined total funds available through employer contributions, school scholarships, TAP, other funding sources that can only be used for tuition, and the TAA/TGAA programs, the training program can be approved only if other funding streams, such as but not limited to WIOA, ACCES or Pell are available to fully-fund the program.

## **Trade Adjustment Act (TAA) & WIOA Dislocated Worker Co-Enrollment Policy & Procedures**

### **PURPOSE**

WIOA emphasizes integrating services to better serve workforce customers. The TAA Final Rule furthers this effort by providing staffing flexibilities and requiring the co-enrollment of trade-affected workers with the WIOA DW program. This policy addresses the statutory, regulatory, and administrative requirements to co-enroll Trade Adjustment Assistance (TAA) participants in the WIOA Dislocated Worker (DW) Program.

### **BACKGROUND**

The U.S. Department of Labor (DOL) published the updated and consolidated TAA Final Rule on August 21, 2020. Per 20 CFR 618.325, co-enrollment of TAA recipients into the WIOA Title I-B Dislocated Worker program is required, subject to eligibility, unless the recipient declines. In New York State (NYS), the Trade Act Program is implemented using a State Administered, Locally Operated model where all Trade Act participants are co-enrolled in the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker (DW) Program, consistent with 2020 Trade Act regulatory requirements. Under this model, NYSDOL retains authority to:

- Approve and deny all requests for Trade Act benefits;
- Set the soft cap on funding to be provided for training;
- Establish a procedure to use when the cap may be exceeded;
- Establish the commuting area for those eligible to receive mileage reimbursement benefits under the Trade Act Program; and
- Provide oversight and monitoring of Trade Act as appropriate.

### **POLICY**

#### **Procedures**

1. Local Workforce Development Boards (LWDBs) develop training and/or employment plans and determine all appropriate services for Trade Act Program participants in accordance with the Trade Act and the WIOA DW Program.
2. All Trade Act user guides and forms developed by NYSDOL must be followed. Guides and forms for the Trade Act Program can be found on the Workforce Professionals Tools page of the NYSDOL website.
3. Training program costs shall be inclusive of transportation and subsistence (lodging and meals). Transportation or subsistence costs that add substantially to the total costs shall not be approved if other appropriate training is available that does not include these costs.

4. Priority in disbursement of all Trade Act training funds is given to On-the-Job Training (OJT) and customized training plans; second priority is to be given to other Trade Act training plans regardless of what date the customer was placed on a Trade Act training waiting list.
5. LWDBs must take action related to the development of individual training and/or employment plans for Trade Act participants, related to Trade Act services.

## **ACTION**

### **1. Funding for Training**

NYSDOL has established the soft training cap and procedure for exceeding the cap as identified in Attachment A, “Trade Act Funding Information” (see WDS-TA #21-03), which also details the order in which different funding streams may be used toward financing a training program.

### **2. Commuting Area**

NYSDOL has defined commuting area as presented in Attachment B, “Trade Act Commuting Parameters” (see WDS-TA #21-03). To be eligible for mileage reimbursement benefits under the Trade Act Program, a participant must travel outside of his/her commuting area. NYSDOL will reimburse a Trade Act participant for the distance traveled outside their commuting area only.

### **3. Integrating Services**

NYSDOL partners with LWDBs and Career Center staff to promote the integration of services available under the Trade Act through required customer co-enrollment in Trade Act and WIOA Title I DW services. Specifically, federal regulations state that the One-Stop Career Center System must co-enroll Trade-affected workers who are eligible for WIOA's DW Program and must also make co-enrollment available to Trade-affected workers who are eligible for other One-Stop partner programs. This partnership provides Trade-affected DWs the ability to access appropriate services, within the established time restrictions, to be eligible to receive Trade Act benefits.

### **4. Training/Employment Plans**

The Oyster Bay-North Hempstead-Glen Cove LWDB will ensure that Trade Act participants have an individual training and/or employment plan in accordance with the provisions of these services. Attachment C, “Trade Act Process Flow” provides more detail on specific responsibilities (see WDS-TA #21-03).

## **PROCESS**

### **1. Sequence of Service**

- a) Consistent with the veteran's priority afforded under WIOA Title I Adult and DW programs, a Trade-affected worker who is also a veteran will be given priority over non-veterans for all available services; and
- b) A determination of eligibility for Trade Act services does not supplant the eligibility process for enrollment in WIOA Title I DW services. While many elements are the same, LWDBs shall make certain that their policies reflect that prior to enrollment in WIOA Title I, customers meet the requirements for selective service registration and the legal right to work in the United States.

2. **Reporting Standards\***

LWDBs must ensure that documentation is maintained in OSOS as required per this Workforce Development System (WDS) TA.

Reporting requirements include:

- a) Timely and accurate reporting of data required for the provision of services to the Trade-affected worker;
- b) Tracking and reporting of participation;
- c) Tracking and reporting of support services;
- d) Ensuring progress toward achieving the goals and objectives in the Individual Employment Plan as defined by WIOA;
- e) Notification to NYSDOL if a participant drops out of training; and
- f) Monitoring other requirements, as prescribed by NYSDOL.

\*These elements are substantially the same for the DW customer and should be treated/tracked/reported in the same manner.

## **ITA Appeal Procedure for Customers Policy**

Effective: July 1, 2015

*Approval of ITAs is based on the participant's comprehensive assessment, (including education, skills and work history), in accordance with local occupational demand as reflected on the Priority Occupation list.*

If a customer is denied a request for ITA support from the Career Center for a specific training program:

- The Workforce Specialist (counselor) provides customer with reasons for denial of request (lack of eligibility, lack of appropriateness based on assessment, not a priority occupation, not an approved program, etc.) and the customer's recourse if he/she chooses to grieve the decision.
- The customer may grieve the decision through a meeting with the Employment & Training (E&T) Director. During this meeting, the customer will advocate for approval, and provide justification for reconsideration of said decision. Prior to this meeting, the E & T Director will review documentation and discuss the reasons for denial with the assigned counselor. Based on information obtained from this meeting, the E & T Director will either affirm or reverse the decision. If the decision remains and the customer requests an additional appeal, the customer will be eligible to meet with the WDB Director. Information obtained from this meeting, along with all relevant documentation, will be shared with the Workforce Development Board Executive Committee, for a final decision.
- Based on information from the services (program) provider the customer and the committee, the WDB Director can affirm the previous decision or override it with feedback /vote.

**CURRENTLY POSTED PRIORITY OCCUPATIONS FOR THE LI REGION AND  
LWDAs (last updated August 20, 2021)**

Please visit <http://labor.ny.gov/lmi-workforce> (click on Long Island Region)

<b>Occupational Title</b>	<b>Long Island Regional Priority</b>	<b>Hempstead / Long Beach LWDA</b>	<b>Oyster Bay LWDA</b>	<b>Surfolk LWDA</b>
Chief Executives		Med	Med	
General and Operations Managers	Yes	High	High	High
Marketing Managers	Yes	High	High	High
Sales Managers	Yes	High	Med	High
Administrative Services Managers		High	High	
Computer and Information Systems Managers	Yes	High	High	High
Financial Managers	Yes	High	High	High
Construction Managers	Yes	High	High	High
Education Administrators, Kindergarten through Secondary	Yes	High	Med	High
Food Service Managers	Yes	High	Low	High
Medical and Health Services Managers	Yes	High	High	High
Managers, All Other	Yes	High	High	High
Purchasing Agents, Except Wholesale, Retail, and Farm Products	Yes	High	Low	High
Claims Adjusters, Examiners, and Investigators		Med	Low	
Compliance Officers	Yes	High	High	High
Cost Estimators		High	Low	
Human Resources Specialists	Yes	High	High	High
Labor Relations Specialists	Yes	High	Low	High
Management Analysts	Yes	High	High	High
Market Research Analysts and Marketing Specialists		High	High	
Energy Auditors	Yes	High	High	High
Accountants and Auditors	Yes	High	Med	High
Financial Analysts	Yes	High	High	High
Personal Financial Advisors	Yes	High	Med	High
Tax Examiners and Collectors, and Revenue Agents		High	Low	
Database Administrators	Yes	High	High	High
Computer Network Architects	Yes	High	High	High
Computer Network Support Specialists	Yes	High	High	High
Web Administrators	Yes	High	High	High
Computer Systems Analysts	Yes	High	High	High

Information Security Analysts		High	High	High
Computer and Information Research Scientists				High
Computer Programmers	Yes	High	Low	Low
Software Developers	Yes	High	High	High
Software Quality Assurance Analysts and Testers		High	High	High
Web Developers		High	High	High
Web and Digital Interface Designers			High	
Information Security Engineers				High
Computer Systems Engineers/Architects				High
Operations Research Analysts			High	
Statisticians			High	
Aerospace Engineers			Med	High
Civil Engineers	Yes	High	Low	High
Electrical Engineers	Yes	High	Med	High
Environmental Engineers				High
Health and Safety Engineers, Except Mining Safety Engineers and Inspectors				High
Industrial Engineers				High
Manufacturing Engineers				High
Mechanical Engineers	No		Med	High
Architectural and Civil Drafters	Yes	High	Low	High
Electrical and Electronics Drafters	Yes	High	Low	High
Aerospace Engineering and Operations Technologists and Technicians				High
Electro-Mechanical and Mechatronics Technologists and Technicians	No		Med	High
Robotics Technicians			High	
Biochemists and Biophysicists	No	High	Med	High
Epidemiologists			High	High
Medical Scientists, Except Epidemiologists	Yes	High	High	High
Clinical and Counseling Psychologists				Med
School Psychologists				Med
Psychologists, All Other		High	Med	High
Biological Technicians	Yes	High	High	High
Environmental Science and Protection Technicians, Including Health			High	High
Life, Physical, and Social Science Technicians, All Other	Yes	High	High	High
Substance Abuse and Behavioral Disorder Counselors	No	High	High	High
Marriage and Family Therapists			High	
Mental Health Counselors	Yes	High	High	High

Child, Family, and School Social Workers	Yes	High	High	High
Healthcare Social Workers	Yes	High	High	High
Mental Health and Substance Abuse Social Workers	Yes	High	High	High
Social Workers, All Other	Yes	High	High	High
Health Educators	Yes	High	High	High
Social and Human Service Assistants	Yes	High	High	High
Community Health Workers	Yes	High	High	High
Community and Social Service Specialists, All Other	Yes	High	High	High
Lawyers	No	High	Med	
Paralegals and Legal Assistants	Yes	High	High	High
Computer Science Teachers, Postsecondary				High
Health Specialties Teachers, Postsecondary	Yes	High	High	High
Nursing Instructors and Teachers, Postsecondary	Yes	High	High	High
Preschool Teachers, Except Special Education		High	High	High
Kindergarten Teachers, Except Special Education		High	Med	High
Elementary School Teachers, Except Special Education		High	Med	High
Middle School Teachers, Except Special and Career/Technical Education		High	Med	High
Secondary School Teachers, Except Special and Career/Technical Education		High	Med	High
Special Education Teachers, Preschool	Yes	High	High	High
Special Education Teachers, Kindergarten and Elementary School	Yes	High	High	High
Special Education Teachers, Kindergarten			Med	
Special Education Teachers, Elementary School			Med	
Special Education Teachers, Middle School			Med	
Special Education Teachers, Secondary School	Yes	High	Med	High
Special Education Teachers, All Other			Med	
Adult Basic Education, Adult Secondary Education, and English as a Second Language Instructors	Yes	High	Med	High
Self-Enrichment Teachers		High	High	High
Teachers and Instructors, All Other		High	High	High
Librarians	Yes	High	High	High
Library Technicians		High	Low	High
Teacher Assistants	Yes	High	High	High
Teaching Assistants, Preschool, Elementary, Middle, and Secondary School, Except Special Education			Med	
Teaching Assistants, Special Education			Med	
Teaching Assistants, Postsecondary			Med	

Teaching Assistants, All Other			Med	
Graphic Designers	Yes	High	Low	High
Coaches and Scouts		High	High	
Public Relations Specialists		High	High	
Writers and Authors		High	Low	High
Interpreters and Translators	Yes	High	High	High
Film and Video Editors			High	
Dentists, General	Yes	High	Med	High
Dieticians and Nutritionists	Yes	High	High	High
Pharmacists	Yes	High	Low	High
Physicians and Surgeons, All Other	Yes	High	High	High
Physician Assistants	Yes	High	High	High
Occupational Therapists				High
Physical Therapists	Yes	High	High	High
Radiation Therapists	Yes	High	High	High
Speech-Language Pathologists	Yes	High	High	High
Registered Nurses	Yes	High	High	High
Nurse Practitioners			High	
Anesthesiologists				High
Family Medicine Physicians				High
Obstetricians and Gynecologists				High
Pediatricians, General				High
Psychiatrists				High
Physicians, All Other			Med	
Orthopedic Surgeons, Except Pediatric				Low
Pediatric Surgeons				Low
Surgeons, All Others				Low
Healthcare Diagnosing or Treating Practitioners, All Other				High
Medical and Clinical Laboratory Technologists	Yes	High	High	High
Medical and Clinical Laboratory Technicians	Yes	High	High	High
Dental Hygienists	Yes	High	High	High
Cardiovascular Technologists and Technicians	Yes	High	High	High
Diagnostic Medical Sonographers	Yes	High	High	High
Radiologic Technologists	Yes	High	High	High
Magnetic Resonance Imaging Technologists				High
Emergency Medical Technicians		High		High
Paramedics		High		High

Dietetic Technicians	Yes	High	High	High
Pharmacy Technicians	Yes	High	Med	High
Surgical Technologists	Yes	High	High	High
Ophthalmic Medical Technicians	Yes	High	High	High
Licensed Practical and Licensed Vocational Nurses	Yes	High	High	High
Medical Records and Health Information Technicians	Yes	High	High	High
Health Technologists and Technicians, All Other	Yes	High	High	High
Occupational Health & Safety Specialists	Yes	High	High	High
Genetic Counselors			High	
Home Health Aides	Yes	High	High	High
Nursing Assistants	Yes	High	High	High
Orderlies	Yes	High	High	High
Personal Care Aides			High	
Occupational Therapy Assistants			Med	High
Physical Therapist Assistants	Yes	High	High	High
Physical Therapist Aides	Yes	High	High	High
Massage Therapists			High	High
Dental Assistants	Yes	High	High	High
Medical Assistants	Yes	High	High	High
Medical Equipment Preparers				High
Pharmacy Aides	Yes	High	Low	High
Veterinary Assistant	Yes	High	High	High
Phlebotomists		High		High
Security Guards	Yes	High	Med	High
Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers		High	High	
Chefs and Head Cooks				High
First-Line Supervisors of Food Preparation and Serving Workers	Yes	High	High	High
Cooks, Fast Food	Yes	High	Low	High
Cooks, Institution and Cafeteria	Yes	High	High	High
Cooks, Restaurant	Yes	High	High	High
Cooks, Short Order				High
Food Preparation Workers	Yes	High	Low	High
Bartenders	Yes	High	High	High
Combined Food Preparation and Serving Workers, Including Fast Food	Yes	High	High	High
Fast Food and Counter Workers			High	
Waiters and Waitresses	Yes	High	Med	High

Food Servers, Nonrestaurant	Yes	High	High	High
Dining Room and Cafeteria Attendants and Bartender Helpers	Yes	High	High	High
Dishwashers				High
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	Yes	High	High	High
Food Preparation and Serving Related Workers, All Other			Low	
First-Line Supervisors of Housekeeping and Janitorial Workers				High
First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers				High
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	No	High	Med	
Maids and Housekeeping Cleaners	Yes	High	Med	High
Landscaping and Groundskeeping Workers		High	High	
First-Line Supervisors of Personal Service Workers		High	High	
Animal Caretakers			High	High
Amusement and Recreation Attendants		High	High	
Mortician, Undertakers, and Funeral Arrangers	No	High	Low	
Hairdressers, Hairstylists, and Cosmetologists	Yes	High	Low	High
Manicurists and Pedicurists		High		High
Shampooers		High		High
Skincare Specialist		High	High	High
Childcare Workers	Yes	High	Low	High
Personal Care Aides	Yes	High	High	High
Fitness Trainers & Aerobics Instructors	Yes	High	High	High
Recreation Workers		High	High	
First-Line Supervisors of Retail Sales Workers	No	High	Low	
First-Line Supervisors of Non-Retail Sales Workers		Med	Low	
Cashiers	Yes	High	Low	High
Parts Salespersons		Med	Low	
Retail Salespersons	Yes	High	Low	High
Insurance Sales Agents	No	High	High	
Securities, Commodities, and Financial Services Sales Agents	Yes	High	Med	High
Sales Representatives, Services, All Other	Yes	High	High	High
Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products		Med	Low	
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products		Med	Low	
Real Estate Sales Agents	Yes	High	Med	High
Sales Engineers				High
Sales and Related Workers, All Other	Yes	High	Low	High
Bill and Account Collectors	Yes	High	Low	High

Billing and Posting Clerks	Yes	High	Low	High
Bookkeeping, Accounting, and Auditing Clerks	Yes	High	Low	High
Tellers		Med	Low	
Customer Service Representatives	Yes	High	Low	High
File Clerks	Yes	High	Low	High
Interviewers, Except Eligibility and Loan		High	Med	
Library Assistants, Clerical	Yes	High	Low	High
Order Clerks		Med	High	
Receptionists and Information Clerks	Yes	High	Low	High
Public Safety Telecommunicators				High
Postal Service Clerks			Low	
Postal Service Mail Carriers		Med		
Production, Planning, and Expediting Clerks		Med	Low	
Shipping, Receiving, and Inventory Clerks	No	High	High	
Stock Clerks and Order Fillers	Yes	High	High	High
Executive Secretaries and Executive Administrative Assistants		Med	Low	
Legal Secretaries and Administrative Assistants		High	Low	
Medical Secretaries and Administrative Assistants	Yes	High	Low	High
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	Yes	High	Low	High
Data Entry Keyers	Yes	High	Low	High
Office Clerks, General	Yes	High	Low	High
Office and Administrative Support Workers, All Other	Yes	High	High	High
Farmworkers and Laborers, Crop, Nursery, and Greenhouse		Med	Low	
First-Line Supervisors of Construction Trades and Extraction Workers				High
Brick masons and Block masons	No	High	Low	High
Carpenters	Yes	High	Med	High
Construction Laborers	Yes	High	Med	High
Operating Engineers and Other Construction Equipment Operators				Med
Electricians	Yes	High	High	High
Painters, Construction and Maintenance		Med	Low	
Plumbers, Pipefitters, and Steamfitters	Yes	High	Med	High
Roofers		High	Low	High
Structural Iron and Steel Workers		High	Med	High
Solar Photovoltaic Installers	Yes	High	High	High
Helpers, Carpenters			Low	High
Helpers - Electricians	Yes	High	Med	High

Construction and Building Inspectors	Yes	High	Med	High
Hazardous Materials Removal Workers				High
Septic Tank Servicers and Sewer Pipe Cleaners				High
Solar Installers	Yes	High	High	High
First-Line Supervisors of Mechanics, Installers, and Repairers		Med	Med	
Security/Fire Alarm Installers	Yes	High	High	High
Automotive Body and Related Repairers	Yes	High	Med	High
Automotive Service Technicians and Mechanics	Yes	High	Low	High
Motorboat Mechanics and Service Technicians	Yes	High	Med	High
Heating, Air Conditioning, and Refrigeration Mechanics and Installers	Yes	High	Med	High
Electrical Power-Line Installers and Repairers				High
Maintenance and Repair Workers, General	Yes	High	Med	High
Wind Turbine Service Technicians			High	High
Installation, Maintenance, and Repair Workers, All Other				High
First-Line Supervisors of Production and Operating Workers		Med	Low	
Electrical and Electronic Equipment Assemblers				High
Structural Metal Fabricators & Fitters			Low	High
Team Assemblers		Med	Low	
Butchers and Meat Cutters		Med	Low	
Computer Controlled Machine Tool Operators	Yes	High	High	High
Computer Numerically Controlled Machine Tool Programmers	Yes	High	High	High
Machinists	No	High	Med	High
Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	Yes	High	Low	High
Welders, Cutters, Solderer, Brazers	Yes	High	Med	High
Laundry and Dry-Cleaning Workers		Med	Low	
Mixing and Blending Machine Setters, Operators, and Tenders		High	Low	
Inspectors, Testers, Sorters, Samplers, and Weighers		Med	Low	
Computer Numerically Controlled Tool Operators			Low	
Ambulance Drivers and Attendants, Except Emergency Medical Technicians		High		High
Bus Drivers, School or Special Client	Yes	High	High	High
Driver/Sales Workers	Yes	High	Med	High
Heavy and Tractor-Trailer Truck Drivers	Yes	High	Med	High
Light Truck or Delivery Services Drivers	Yes	High	High	High
Taxi Drivers and Chauffeurs		High		
Shuttle Drivers and Chauffeurs			High	
Taxi Drivers			High	

Crane and Tower Operators				Med
Industrial Truck and Tractor Operators	Yes	High	Med	High
Cleaners of Vehicles and Equipment		Med	Med	
Laborers and Freight, Stock, and Material Movers, Hand		Med	Med	
Packers and Packagers, Hand		Med	Low	
Refuse and Recyclable Material Collectors		High	High	

## **WIOA ADULT & DISLOCATED WORKER WORK EXPERIENCE POLICY**

Effective: September 26, 2018 (Policy Needs to be Updated by LWDB)

### **Purpose**

To provide policy direction and guidance for the implementation of Work Experiences (WEXs) for WIOA eligible Adults and Dislocated Workers as an individualized career service within Career Services. WIOA provides for a workforce system that is job driven. The WEX program provides work experience to assist individuals in establishing a work history, demonstrate success in the workplace, and develop skills that lead to stable employment.

### **Policy**

A Work Experience (WEX) opportunity may be provided as an individualized career service to enrolled Adults and Dislocated Workers who have met the priority of service requirements.

Work experience is defined as “a planned, structured learning experience that takes place in the workplace for a limited period of time that contributes to the achievement of the participant’s employment goal(s).

The Work Experience workplace (WEX site) may be in the private-for-profit sector, the non-profit sector, or the public sector. An internship or work experience may be paid or unpaid, as appropriate.

A WEX is not designed to replace an existing employee or position. Wages are provided by the WIOA service provider and paid directly to the participant developing an employer/employee relationship between the service provider and the WEX participant. Labor standards apply in any WEX where an employee/employer relationship exists, as defined by the Fair Labor Standards Act. Employers are not monetarily compensated.

### **Policy Guidelines**

#### **A Work Experience (WEX) may consist of:**

- WEX’s must provide a planned and structured learning experience that will contribute to the achievement of the participant’s employment goals through a measurable training component.
- Are designed to assist individuals to establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.
- WEX agreements must be signed by all parties prior to the start of the WEX.

- A single WEX Agreement may be written for group training with a single training site provided the working conditions, job description, training plan, wage rates and terms of the Agreement are the same for all participants covered by the Agreement.
- WEX agreements may be modified. All modifications must be in writing and signed by all parties prior to the effective date of the modification. Verbal modifications of WEX agreements are not valid.

**WEX Funding/Duration Limits:**

- WEXs are subject to a maximum duration of 6 months with a \$6,500 maximum funding limit.

**Wex Monitoring:**

- WIOA program staff must ensure regular and on-going monitoring and oversight of the WEX. Monitoring may include on-site visits and phone/email communication with the employer/trainer and participant to review the participant's progress in meeting training plan objectives. Any deviations from the WEX agreement should be dealt with promptly.
- The WIOA program operator's oversight of the WEX participant's training and payroll records may be reviewed by Federal, State and local fiscal and program monitors. These entities will have the right to access, examine and inspect any site where any phase of the WEX program is being conducted. The service provider will maintain its records and accounts in such a way as to facilitate the audit.

**References:**

Workforce Innovation and Opportunity Act of 2014

CFR 680.170	CFR 681.600	WIOA Sec. 188(a)(2) and (3)
CFR 680.830	CFR 683.270	WIOA Sec. 129(c)(2)(C)
CFR 680.840	CFR 683.280	WIOA 134(c)(2)(A):188(a)(2)

Training and Employment Guidance Letter (TEGL) 03-15  
 US DOL Wage and Hour Division – [www.dol.gov/whd/](http://www.dol.gov/whd/)

## **Incumbent Worker Training Policy**

Effective: September 26, 2018

Under Section 134 (d) (4) of WIOA, up to 20% of Adult and DW funds may be used to provide for the federal share of the cost of providing Incumbent Worker Training.

Incumbent worker training provides both workers and employers with the opportunity to build and maintain a quality workforce. Incumbent worker training can be used to help avert potential layoff of employees, or to increase the skill level of employees so they can be promoted within the company and create backfill opportunities for employers. Incumbent worker training may be funded through a Customized Training Agreement (see policy on Customized Training) or through an Individual Training Account (See policy on employer requests for ITAs.)

The training should, wherever possible, allow the participant to gain industry-recognized training experience, and ultimately should lead to an increase in wages.

Incumbent Worker Training needs to take into account the following factors:

The characteristics of the participants in the program

The relationship of the training to the competitiveness of a participant and the employer; and

Other factors including but not limited to the number of employees participating in the training, wage and benefit levels of those employees (both pre and post participation earning) and the existence of other training and advancement opportunities provided by the employer

Employers are required to pay for a significant cost of the training for those participants in incumbent worker training; this can be done through both cash and/or in-kind payments. The wages paid to participants, while in training, may be considered as a source of matching funds. Under section 134 (d)(4)(D) of WIOA, the minimum amount of employer share depends on the size of the employer:

At least 10% of the cost, for employers with 50 or fewer employees

At least 25% of the cost, for employers with 51 to 100 employees

At least 50% of the cost, for employers with more than 100 employees

Employer share must be reported on the ETA-9130 quarterly financial report

In accordance with WIOA Section 181(d), incumbent worker funds may not be used:

For any business or part of a business that has relocated, until 120 days after the date on which the business commences operations at the new location,

If the relocation of the business or part of a business results in a loss of employment for any employee of the business at the original location and the original location is within the United States.

## Policy on Veterans Priority

TA# 12-12.4 – effective date: September 26, 2018- Rescinded  
Replaced with – TA# 12-12.5 – effective date: September 20, 2021

WIOA §680.650

Priority of service is to be provided to all veterans and eligible spouses who receive services through the Workforce Partnership. The priority of service regulations refer to veterans and eligible spouses who are eligible for priority of service as “covered persons” and refer to those not eligible for priority of service as “non-covered persons”.

Veterans and eligible spouses are given priority over noncovered persons for the receipt of employment, training, and placement services. This means that that a veteran or an eligible spouse is served first by the next available staff member and given priority to any jobs or training for which they are eligible and qualified.

Priority of service for Classroom Training services and Workshop services applies to the selection procedure, as follows. First, if there is a waiting list for the formation of a training class, priority of service is intended to require a veteran or eligible spouse to go to the top of that list. Second, priority of service applies up to the point at which an individual is both approved for funding and accepted or enrolled in a training class. Therefore, once a non-covered person has been approved for funding and accepted/enrolled in a training class, priority of service is not intended to allow a veteran or eligible spouse who is subsequently identified to “bump” the non-covered person from that training class.

### Eligibility

- **Veteran/Covered Person:** A person who served active duty and was discharged or separated with any status except dishonorable. This definition includes Federal activation of a Reserve Component, other than active duty for training.
  - Active duty: Full-time duty in the United States Armed Forces, other than active duty for training.
  - Armed Forces: The United States Army, Navy, Marine Corps, Air Force, and Coast Guard, including their Reserve Component.
  - Active Duty for Training: Full-time duty in the Armed Forces performed by a Reserve Component (i.e., basic training, military job training, drill weekends, annual two-week drill, etc.)
  - Reserve Component: Generally, perform a minimum of 39 days of active duty for training annually and are also referred to as the Guard or Reserves:
    - a) The Army Reserve;
    - b) The Navy Reserve;
    - c) The Marine Corps Reserve;
    - d) The Air Force Reserve;
    - e) The Coast Guard Reserve;
    - f) The Army National Guard of the United States;

g) The Air National Guard of the United States.

Please note that the veteran definition that requires an individual to have served on active duty for a period of more than 180 days still applies to Wagner-Peyser reporting and to eligibility for Disabled Veteran's Outreach Program specialist services but does not apply to priority of service in DOL funded employment and training programs. It is the responsibility of the program operator to ensure that policies and procedures and staff training reflect the correct eligibility definition.

- Eligible Spouse (must meet one qualification)
  - A spouse of any veteran who died of a service-connected disability.
  - A spouse of any member of the Armed Forces serving on active duty who, at the time of application for priority of service, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
    1. Missing in action;
    2. Captured in the line of duty by a hostile force; or
    3. Forcibly detained or interned in the line of duty by a foreign government or power.
  - A spouse of any veteran who has a total disability, permanent in nature, resulting from a service-connected disability or who died while such a disability was in existence.

Note: A spouse whose eligibility is derived from a living veteran or service member would lose their eligibility if the veteran or service member was to lose the status that is the basis for the eligibility (e.g., if a veteran with a total service-connected disability were to receive a revised disability rating at a lower level). Similarly, a spouse whose eligibility is derived from a living veteran or service member would lose that eligibility upon divorce from the veteran or service member. However, the spouse of a veteran who died of a service-connected disability or while a disability was in existence would not lose covered status through subsequent remarriage.

#### **Procedure for Identification of Veterans at Intake**

Procedures are to be in place to identify veterans at Intake. In order to take full advantage of priority of service, covered persons will be identified at point of entry, given an opportunity to take full advantage of priority of service and made aware of their entitlement to priority of service, the full array of employment, training, and placement services available under priority of service, and any applicable eligibility requirements for programs and/or services. Additionally, American Job Centers must assure that written copies of the priority of service policy for veterans are maintained at the AJCs.

#### **Priority of Service Verification**

When a veteran or eligible spouse undergoes eligibility determination for enrollment, it is important to distinguish between identifying a veteran for priority of service and verifying a veteran's status. At the point of entry, it is neither necessary nor appropriate to require verification of the status of a veteran or eligible spouse. If an individual self-identifies as a veteran or eligible spouse at the Career Center, that individual should be provided

immediate priority in the delivery of employment and training services for which they are eligible and qualified. When a veteran or eligible spouse undergoes eligibility determination for enrollment (e.g., in WIOA Adult programs), it is appropriate to initiate verification of veteran status. If a veteran or an eligible spouse, at the point of eligibility determination and enrollment, does not have documentation verifying his/her eligibility for priority of service, he/she is to be afforded access on a priority basis to all services provided by program staff (including individualized career services) while awaiting verification. The only services that require prior verification of eligibility for priority of service are those that require a commitment of outside resources, such as classroom training.

### **Service Delivery**

Priority of service means that veterans and eligible spouses are given priority for the receipt of employment, training, and placement services provided under a qualified job training program. This means that a veteran or an eligible spouse is served first by the next available staff member and given priority to any jobs or training for which they are eligible and qualified.

For a service such as classroom training, priority of service applies to the selection procedure as follow: • First, if there is a waiting list for the formation of a training class, priority of service is intended to require a veteran or eligible spouse to go to the top of that list. • Second, priority of service applies up to the point at which an individual is both approved for funding and accepted or enrolled in a training class. Therefore, once a non-covered person has been approved for funding and accepted/enrolled in a training class, priority of service is not intended to allow a veteran or eligible spouse who is subsequently identified to” bump: the non-covered person from that training class.

### **Procedure for Signage**

Signage is to be placed prominently at or near the entrance, as this may encourage customers to register first so that veteran status can be determined and documented as soon as possible. Additional signage must be placed in strategic locations and high traffic areas throughout the center, such as resource rooms and common waiting areas.

### **Procedure for Website**

The website must include language advising visitors of the veterans’ priority of service policy.

### **Procedure for Contracts, Request for Proposal (RFPs), Sub-agreements, and Self-registration Process**

The priority of service provision is to be included in contracts, RFPs, sub-agreements, and any self-registration process.

# Policy on Customized Training

Effective: September 26, 2018

## **Purpose**

In accordance with WIOA Regulations 20 CFR § 680.760 Customized training is training:

- (a) That is designed to meet the special requirements of an employer (including a group of employers);
- (b) That is conducted with a commitment by the employer to employ an individual upon successful completion of the training, or in the case of those who are currently employed, to continue to employ participants after successful completion of the training program; and
- (c) For which the employer pays for a significant cost of the training.

## **Procedure**

### Employer Commitment

WIOA funded customized training requires the employer(s) to pay for a portion of the cost of training. A graduated scale for customized training will be applied as follows: 1) no less than 10% match for businesses with 50 or fewer employees, and 2) no less than 25% match for businesses with 51 – 250 employees, and no less than 50% match for businesses with more than 250 employees. Employer size is based on the company's local operation. Commitment must be included with the employer's request for customized training. Participating employers must commit to employ, or in the case of those who are currently employed, to continue to employ participants after successful completion of the program.

### Participant/Eligibility

WIOA funded customized training programs are to provide training to those individuals who have been determined eligible for adult or dislocated worker training services. Customized training is generally used for hiring new employees and not for retraining existing employees and is generally classroom based and often provided by a third party for the employer. Training for an individual who is currently employed may be provided when: the employee is not earning a self-sufficient wage, as determined by the WDB, and the training relates to the introduction of new technologies, introduction of new production or service procedures, upgrade to new jobs that require additional skills, workplace literacy, or other appropriate training approved by the WDB Director. The individual's IEP (Individual Employment Plan) must justify placing the worker in a customized training contract.

### Pre-Award Review

All businesses seeking to receive funding must complete a Pre-Award Review, and a Responsibility Questionnaire to be evaluated as a responsible training provider. A review will include New York Department of State's Division of Corporations, Federal OSHA records, and NYSDOL records.

### Customized Training Agreement

A Customized Training agreement must be executed prior to the commencement of training. Customized training agreements must include policies, procedures, definitions as required by State Policies; requirements for selection of participants, job descriptions; and training outlines

justifying the length of training. Participant wages must be specified in the contract, and the contract must provide for an increase in wages. If the training is not to be provided by in-house staff, the provider must be identified.

**The following information must be provided to the Workforce Development Board for customized training funding considerations under WIOA.** 1. Name and address of requesting organization, business, or agency.

2. Contact official, title, and telephone number (include fax number and e-mail address)

3. Cost of the proposed training

- Total cost of the training
- Total WIOA funds requested
- Total employer contribution (describe in detail)

4. Description of proposed training

- Need for training
- Occupational demand for trained individuals
- Type of training to be provided
- Length of proposed training
- Location of training site
- Target group for training
- Number of individuals to receive training

5. Training Plan

- Objectives of the training
- Specific skills to be learned
- Method of Instruction
- Measurement of objectives and skill attainment for trainees

6. Qualifications of training staff

7. Employer involvement and commitment

- Curriculum design meeting needs of the employer
- Commitment of the employer to employ participants who successfully complete the training.

8. Budget

- Provide a narrative explaining how the funds will be utilized

Provide an itemized budget.

**PARTICIPATION IN WORKSHOPS  
BY  
RESIDENTS OF OTHER WORKFORCE DEVELOPMENT AREAS  
POLICY**

(Hempstead/Long Beach, Suffolk County, NYC)

Effective: July 1, 2015

The policy of this WDB will be to authorize participation by residents of other Workforce Development Areas in the following WIOA-funded workshops:

- All Employability Workshops
- All Social Media Workshops
- Computer Literacy Workshops restricted to the following:
  - Basic Computers
  - Basic MS Word

If funding is limited, the policy of this WDB will be to restrict Workshop Services to residents of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Area, only.

\*There shall be no restrictions for Veterans who are residents of other Workforce Development Areas.

**Policy for Handling and Protection of  
Personally Identifiable Information (PII)  
and  
Personal, Private and Sensitive Information (PPSI)**

Effective: September 26, 2018

Personally Identifiable Information (PII) and Personal, Private and Sensitive Information (PII/PPSI) must be protected when transmitting, collecting, storing and/or disposing of information. This applies to the collection, storage and/or disposal in any format (hard copy or electronic) including, but not limited to, computer-based information systems such as the One-Stop Operating System (OSOS), and the Re-Employment Operating System (REOS), as well as hard copy documents, and digital media.

**Definitions**

*Personally Identifiable Information (PII) is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.*

*Personal, Private and Sensitive Information (PPSI) is any unclassified information whose loss, use, misuse, or unauthorized access to or modification of could adversely affect the interest or the conduct of State or Federal programs, or privacy to which individuals are entitled under the Privacy Act of 1974 or constitute an unwarranted invasion of personal privacy under the New York State Freedom of Information Law.*

*The US Department of Labor has defined two types of PII, protected PII and PPSI and non-sensitive PII.*

*Protected PII and PPSI is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers (SSNs), credit card numbers, bank account numbers, home telephone numbers, ages, birthdates, marital status, spouse names, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information and computer passwords.*

*Non-sensitive PII is information that, if disclosed, by itself, could not reasonably be expected to result in personal harm. It is stand-alone information that is not linked or closely associated with any protected or unprotected PII. Examples of non-sensitive PII include information such as first and last names, e-mail addresses, business addresses, business telephone numbers, general education credentials, gender, or race. Depending on the circumstances, a combination of these items could potentially be categorized as protected or sensitive PII.*

## Requirements

### A. Accessing and Sharing PII/PPSI

1. Before being granted access to PII/PPSI, the LWDB and service providers must have data confidentiality policies and procedures in place. Local staff and other personnel must acknowledge their understanding of such policies, including safeguards with which they must comply in their handling of PII/PPSI. It is important to note that improper disclosure may result in civil and criminal sanctions.
2. Access to any PII/PPSI must be restricted to only those employees who need PII/PPSI in their official capacity to perform duties in connection with the scope of work in the grant/contract agreement.
3. Local staff and service providers must not extract information from data supplied by their funding source for any purpose not stated in the grant or contract agreement.
4. PII/PPSI data obtained by local staff or service providers as a result of a United States Department of Labor (USDOL) or NYSDOL request must not be disclosed to anyone but the requesting agency. Exceptions to this may be made only as permitted by the requesting agency.
5. Members of the public seeking information under the Freedom of Information Law (FOIL) must be directed to the NYSDOL website and advised that they may file their FOIL request using the Electronic Request Form found on the Freedom of Information Law page.

### B. Security Protocols related to OSOS and REOS

1. Security Coordinators: The LWDB and the New York State Department of Labor (NYSDOL) assign Security Coordinators to enforce data security requirements related to the use of OSOS and REOS. Their contact information must be readily available in the Career Center.
2. Prior to gaining access to the OSOS and/or REOS, staff and service providers must comply with Workforce Development System Technical Advisory #17-7: Use of One-Stop Operating System and Re-Employment Operating System, which includes confidentiality agreements that must be completed appropriately by all LWDB partners in order to gain access to these systems.
3. Staff, service providers and other personnel who will have access to sensitive, confidential, proprietary, and/or private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and the fact that there are sanctions for noncompliance with such safeguards contained in Federal and State laws. To meet this requirement, all local staff, service providers and other personnel with access to OSOS and/or REOS data will take the online training, Cornerstones of Confidentiality, annually.

### C. Maintaining a Secure Environment

1. To ensure that such PII/PPSI is not transmitted to unauthorized users, all PII/PPSI transmitted via e-mail or stored on CDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2-compliant and National Institute of Standards and Technology (NIST) validated cryptographic module, and adhere to the New York State's Encryption Standard. For more information, visit <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>.

2. Local staff and service providers must not e-mail unencrypted sensitive PII/PPSI to any entity.
3. All PII/PPSI data obtained through grants/contracts funded with federal monies shall be stored in an area that is physically safe from access by unauthorized persons at all times. Such data may only be processed using equipment and services approved by the LWDB and NYSDOL.
4. Accessing, processing, and storing of PII/PPSI data on personally owned equipment, including but not limited to laptops, tablets, portable devices and personal computers, at off-site locations and non-grantee managed Information Technology services, (e.g., Yahoo mail), is strictly prohibited.
5. All PII/PPSI data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140- 2 encryption. In addition, wage data may only be accessed from secure locations and those accessing it must adhere to New York State's Encryption Standard.
6. Local staff and service providers shall ensure that any PII/PPSI used during the performance of their grant/contract has been obtained in conformity with applicable federal and State laws governing the confidentiality of information.
7. Whenever possible, the OSOS ID number must be used for participant tracking instead of Social Security Numbers (SSN). If SSNs are to be used for tracking purposes, they must be stored or displayed in a way that is not attributable to a particular individual, such as using a truncated SSN. In addition, full SSNs should never be emailed, even when using encryption methods.
8. Two times each program year, local managers/supervisors must conduct and document an environmental assessment in Career Centers to determine whether local staff are maintaining a secure PII/PPSI environment (both physical and electronic/digital). Completed forms must be maintained by the Security Coordinator for three years.
9. Records containing PII/PPSI, whether hard copy or electronic, may not be left open and unattended.
10. Hard copy documents containing PII/PPSI must be maintained in locked cabinets when not in use.
11. Local staff and service providers must retain data received from USDOL funded grants only for the period of time required to use it for assessment and other purposes, or to satisfy applicable local/ State/federal records retention requirements, if any. Thereafter, all data must be thoroughly and irretrievably destroyed.
12. Appropriate methods must be used for destroying sensitive PII/PPSI in paper files (e.g., shredding) and securely deleting sensitive electronic PII/PPSI. PII/PPSI must be thoroughly and irretrievably destroyed. To ensure proper disposal, adhere to NYS Sanitization & Disposal Policy.
13. Partners will permit NYSDOL and/or USDOL to make onsite inspections during regular business hours in order to conduct audits and/or other investigations to ensure compliance with confidentiality requirements, provided reasonable notice is given. Partners will also make records available to NYSDOL and/or USDOL

and/or their authorized designees for the purpose of inspection, review and/or audit.

#### D. Breaches of Confidentiality

1. A breach of confidentiality is an event that compromises or potentially compromises the confidentiality of an individual's or group of individuals' PII/PPSI. A breach may include the loss of control, unauthorized disclosure, unauthorized acquisition, unauthorized access, misuse or unauthorized modification of PII/PPSI or similar situations, whether physical or electronic. Some examples include but are not limited to:
  - Computers, laptops, CDs, or disks containing a customer's PII/PPSI are missing or stolen;
  - An individual's PII/PPSI is revealed to a third party without a valid consent to do so on file;
  - A customer receives another customer's mail that lists the customer's name, address, and SSN;
  - Department records containing an individual's PII/PPSI are downloaded or copied;
  - An electronic device is infected or potentially infected with a virus or worm;
  - Discussion of PII/PPSI is overheard by an unauthorized individual.
2. A breach or suspected breach of confidentiality must be reported to the Career Center Manager immediately. The Manager must immediately complete a New York State Security Breach Reporting Form. This form shall be emailed to [nfoSec.IT@labor.ny.gov](mailto:nfoSec.IT@labor.ny.gov) and [OSOS.WDTD@labor.ny.gov](mailto:OSOS.WDTD@labor.ny.gov), copying appropriate local area Security Coordinators.
3. The Career Center Director, local staff and/or service providers will comply with NYSDOL instructions; must cooperate with any investigation commenced by NYSDOL regarding the breach or suspected breach; and are responsible for complying with any corrective action required by NYSDOL to address the breach.
4. All breaches are required to be reported in compliance with the New York State Breach Notification Act. The New York State Information Security Breach and Notification Act is comprised of section 208 of the State Technology Law and section 899-aa of the General Business Law.

## **REPORTING INSTANCES OF SUSPECTED FRAUD, PROGRAM ABUSE AND CRIMINAL CONDUCT POLICY**

Effective: July 1, 2015

All suspicions and complaints involving suspected or actual fraud, program abuse and criminal misconduct related to programs under the Workforce Innovation and Opportunity Act or any program involving State authorized funding must be documented and reported to the New York State Department of Labor.

In accordance with Workforce Development System Technical Advisory 12-15 dated November 7, 2012, an Incident Report documenting the allegations, suspicions or complaints should be submitted within three (3) business days from the time of discovery, suspicion or receipt of an allegation or complaint. Additionally, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than \$50,000, are considered emergencies and must immediately be reported to NYSDOL. In the case of an emergency, the Incident Report must be submitted to NYSDOL no later than one (1) business day from the time of discovery or receipt of an allegation or complaint.

## **OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE LOCAL WORKFORCE DEVELOPMENT BOARD**

### **Subrecipient Monitoring Policy and Guide - Program and Fiscal Compliance**

(LWDB Approved: February 5, 2025)

#### **PURPOSE**

In accordance with the Workforce Innovation and Opportunity Act (WIOA), the Local Workforce Development Board (LWDB) is required to perform Financial, Program and Performance oversight.

Accordingly, the LWDB must establish monitoring standards for subrecipients and pass-through entities of Workforce Innovation and Opportunity Act (WIOA) Title I funding. Therefore this monitoring policy and guide will publish monitoring and oversight procedures for the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Area's One-Stop Delivery System and subrecipients receiving federal funds under the Workforce Innovation and Opportunity Act (WIOA).

This subrecipient monitoring policy and guide will allow the Oyster Bay-North Hempstead-Glen Cove LWDB to fulfill its responsibility for monitoring subrecipient activities. This process will ensure that Federal awards are used for authorized purposes in compliance with the Federal program laws, regulations and grant agreements, and that performance goals are achieved and technical assistance provided, where needed. Program and fiscal monitoring will take place formally through planned site visits and informally at meetings and during desk reviews.

#### **BACKGROUND**

The LWDB, in partnership with its designated fiscal agent, the Division of Employment and Training (DET), oversees the Local Workforce Development Area (LWDA) activities funded under Title I of WIOA, including the activities of the One-Stop Delivery System.

In reference to New York State Department of Labor (NYSDOL) Technical Assistance (TA) #21-05, and pursuant to WIOA section 107(d)(8) for Local Monitoring and Oversight Responsibilities, the local board, in partnership with the chief elected official for the local area must: 1. Conduct oversight for local youth workforce investment activities, local employment and training activities for adults and dislocated workers, and the one-stop delivery system in the local area; 2. Ensure the appropriate use and management of the funds provided for the activities; and 3. For workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA section 116.

Furthermore, a LWDA, Local Board, Chief Elected Official and providers receiving funds under Subtitle B, must comply with the applicable uniform cost principles included in Title 2 CFR Part 200 for the type of entity receiving funds. Specific requirements for the monitoring and management of funds to subrecipients are set forth in 2 CFR Part 200 Sections 330, 331 and 332.

This policy is developed using a “continuous improvement” methodology, and to be effective must:

- Recognize the positive practices of the entity being reviewed;
- Offer comprehensive technical assistance when issues of non-compliance are identified;
- Allow sufficient time for corrective action; and
- Ensure implementation through follow-up.

**(The elements listed above will help safeguard that monitoring is truly of benefit to the Federal funding source).**

### **MONITORING METHODOLOGY**

The LWDB, in partnership with its designated fiscal agent, DET, will oversee activities funded under Title I of WIOA, and in accordance with its Local Plan established pursuant to WIOA Section 108; and oversee activities of the One-Stop Delivery System pursuant to Section 121 of WIOA. This monitoring and oversight will be consistent with the requirements of WIOA and its associated regulations, other relevant regulations, Title 2 CFR Part 200, NYSDOL Workforce Development System Technical Advisories, and any other official guidance issued by NYSDOL.

### **STANDARDS FOR OVERSIGHT**

- 1) Expenditures have been made against the proper cost categories and within the cost limitations specified in the Act;
- 2) Compliance with other provisions of the Act, the WIOA regulations, and other applicable laws and regulations;
- 3) Compliance with 2 CFR part 200;
- 4) Program Quality Assurance;
- 5) Continuous Improvement of service delivery; and
- 6) Compliance with the nondiscrimination, disability and equal opportunity requirements of WIOA Section 188 (20 CFR § 683.410 (a)).

### **SCOPE OF REVIEW**

#### **1. Program and Performance Monitoring**

The LWDB subrecipient monitoring includes the following topics and monitoring intervals:

- WIOA Title I Adult – Annually
- WIOA Title I Dislocated Worker – Annually
- WIOA Title I Youth – Annually
- Trade Act – Annually
- Subrecipient Contract Reviews – Quarterly
- Desk Reviews of Performance Monitoring – Quarterly

#### **2. Fiscal Monitoring**

The LWDB subrecipient monitoring includes the following topics and monitoring intervals:

- Subrecipient Monitoring – Annually
- Financial Management/Cost Allocation – Annually
- Procurement – Every 2 years
- Property Management – Every 2 years
- Desk Reviews of Expenditure Reports - Monthly

Monitoring will include an analysis of both program and financial/administrative outcomes to help identify potential weaknesses before such weaknesses result in substandard performance or questioned costs.

### **IDENTIFICATION OF SUBRECIPIENTS**

To ensure appropriate monitoring of subrecipients, the Oyster Bay-North Hempstead-Glen Cove LWDB will identify subrecipients as listed in Attachment A. To identify correctly, the LWDB will use the following definitions to distinguish between programmatic sub-awards/subrecipients and routine goods and services contract/contractors. The following definitions will be used to make this distinction:

**A. Subaward** means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. The subaward is typically formalized through a written agreement outlining the specific responsibilities, funding amount, performance metrics, and reporting requirements for the subrecipient.

**B. Subrecipient** is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- 1) Determines who is eligible to receive what Federal assistance;
- 2) Has its performance measured in relation to whether objectives of a Federal program were met;
- 3) Has responsibility for programmatic decision-making;
- 4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- 5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(The subrecipients of WIOA Title I Funds are listed in Attachment A.. This attachment will be updated annually).

**C. Contractor:** An entity that utilizes a legal agreement for the purchase of goods or services. This may include a dealer, distributor, merchant or other seller of routine goods or services that are required to carry out a federal program. Examples of routine goods and services are office supplies and security services. These payments

are generally not subject to audit or monitoring activities. Indications of a contractor relationship include:

- 1) Provision of routine goods or services required for normal business operations;
- 2) Provision of similar goods or services to many different purchasers;
- 3) A competitive environment;
- 4) Provision of goods or services that are ancillary to the operation of the federal program; and
- 5) A relationship which is not subject to the federal program compliance requirements such as accrued expenditure and participant reporting.

**Note:** there are circumstances where monitoring of an entity determined to be a contractor is required. If the services provided by the contractor are programmatic in nature, Fiscal and Program monitoring of such programmatic services is still required. Common examples include contracts with local businesses for incumbent worker training or for On-the-Job Training (OJT), and Individual Training Account (ITA) agreements with training providers. This monitoring must be tailored to the programmatic service to ensure the services are provided in compliance with all relevant federal fiscal, program, and grant agreement requirements.

(In **Section One**, the subrecipients of WIOA Title I Funds for program monitoring purposes are listed in Attachment A and contractors of WIOA Title I Funds for program monitoring purposes are listed in Attachment B. **Section Two** contains Attachment A which lists the subrecipients for fiscal monitoring, and Attachment B lists the contractors for fiscal monitoring. All attachments will be updated annually).

#### **PROCESS FOR DEVELOPMENT AND IMPLEMENTATION OF MONITORING GUIDES**

Monitoring topics to be reviewed will include all required items as outlined in TA #21-05. Topics include: Eligibility and Records Review; Services/Program Activity involving delivery and quality of services and customer satisfaction; Priority of Service; OSOS Reporting and Services Tracking; Data Validation; Appropriateness of training services according to the LWDA Local Plan; Performance Requirements; Follow-up Services; EEO Requirements and Grievance Procedures; Verification of Cost Limitations; and Categories and Allowability. Workforce Development System Technical Advisory #23-03 details State policy/procedures on data collection and verification requirements for eligibility. Monitoring programs and program participants must align with TA #23-03 and the requirements for Data Element Verification.

The Oyster Bay-North Hempstead-Glen Cove LWDB Policy aligns program design and local Workforce Investment Board policy with USDOL/ETA's Common Measure policy and NYS Dept of Labor policy. Data Element Validation requirements will be reviewed with monitoring staff to assist in properly documenting the required information. Customer records are reviewed according to the most recent board-approved policies.

NYS DOL Monitoring Guides, attached to Technical Advisory #21-05, will be utilized for both Program and Fiscal Monitoring to ensure each required area of review is completed. These review guides provide the methodology for generating written reports, and may be modified for local use.

## **PROCESS FOR PROVIDING TECHNICAL ASSISTANCE**

Technical Assistance is available to address issues that arise as a result of monitoring or in response to requests from a subrecipient. Technical assistance may result from direct monitoring activities, however, most technical assistance occurs continuously through requests/questions to and from subrecipients, as well as in reply to updates/changes in policies and/or implementation plans from the LWDB, NYSDOL, or USDOL. Technical assistance will be provided whenever non-isolated deficiencies are found. In addition, technical assistance may be provided solely for the purpose of fostering continuous improvement, even if no specific notable deficiencies are indicated. Technical assistance for program issues is provided to subrecipients by the LWDB Director and One-Stop Operator. Fiscal technical assistance will be provided by the Fiscal Supervisor. Any changes in assigned staff will be updated in this policy.

Technical assistance includes actions that help subrecipients achieve positive performance outcomes, maintain data integrity, and help identify potential fiscal and programmatic vulnerabilities. Technical assistance is ongoing and can be provided remotely and/or onsite. The level and intensity of technical assistance to be provided will be determined by the given circumstances.

Technical Assistance will be provided in a number of ways, depending on the area(s) to be addressed, cost, and availability:

- Counseling by the LWDB Staff (i.e., LWDB Director, One-Stop Operator and Fiscal Supervisor).
- Counseling and training by the NYSDOL representatives and experts.
- Video conferences and Webex Training.
- Written materials that provide clarification and offer up best practices.
- Workshops and training available either locally, through the New York State Department of Labor, New York Association of Training and Employment Professionals, or other appropriate providers and venues.

## **SECTION ONE - SUBRECIPIENT MONITORING – PROGRAM MONITORING**

### **MONITORING PROCEDURES**

#### **I. Program Monitoring**

All components of WIOA Activities will be monitored. Program management and oversight is defined as reviewing, monitoring and evaluating program activities, including the outcomes of those activities related to federal, state, and local program and system performance goals. This oversight results in the development of recommendations or improvements.

Monitoring activities ensure that subrecipients and contractors are in compliance with the Workforce Innovation and Opportunity Act, Federal Regulations, State policies and locally approved policies.

A variety of monitoring methods will be utilized. These may include questionnaires, observations, interviews of customers, employers, and career center staff. Monitoring reviews will also include on-site visits to service providers and employer worksites (i.e., summer youth work experience and on-the-Job training), and desk reviews of data entered in the OSOS Management Information System, as well as customer file reviews.

- A. Annual Monitoring of Programmatic Functions** - each program year, the LWDB must monitor a separate statistically valid sample of Adult, Dislocated Worker (DW), Trade Adjustment Act (TAA), and Youth participants enrolled. A representative sample of participants who were enrolled in the program year monitored will be drawn for folder and OSOS review to confirm proper eligibility determination; to verify skills and needs assessments were given and referral to appropriate services was provided; to ensure that follow-up services are adequate; to confirm that data element validation is consistent with WIOA guidelines; and there are no discrepancies with the participant OSOS record and the hard file. This oversight results in the development of recommendations for improvement.

**Monitoring will be performed for participants enrolled in any of the following services:**

- 1) Classroom Training
- 2) On-the-Job Training
- 3) Work Experience/Internship
- 4) Supportive Services/Needs-related payments
- 5) Youth Program Activities including the 14 Program Elements
- 6) Any other services that result in a direct payment being made to, or on behalf of, a participant.

**Participant records will be reviewed for:**

- 1) Documentation of participant eligibility and/or priority for the programs and services received.
- 2) Orientation to services
- 3) Orientation of the participant to his/her rights under complaint and grievance procedures.
- 4) Justification for the provision of Individualized Career Services or Training Services
- 5) Method of assessment
- 6) Employment planning
- 7) Individual Employment Plan; Individual Service Strategy
- 8) Individual Training Accounts
- 9) Appropriateness and accuracy of participant payments (i.e., Supportive Services and Needs-Related payments).
- 10) Appropriate data entry
- 11) Posting of outcomes, including the attainment of a degree or certificate and any supplemental employment data.

**Assigned monitor will ensure that youth monitoring procedures include oversight of youth requirements such as:**

- 1) 20% work-based learning with educational component requirement
- 2) New eligibility criteria and barriers

**B. Annual On-Site/Remote Reviews of Contract Performance of Service Providers:**

- 1) Individual Training Account (ITA) Provided Through Contracted Training Providers
- 2) Workshop Providers
- 3) Youth Providers
- 4) One-Stop Operator

**(Annual Monitoring Reports for a Program Year are due no later than June 30<sup>th</sup> of the following Program Year. Annual Monitoring for a Program Year will be conducted between July 1<sup>st</sup> and December 31<sup>st</sup> of the following Program Year)**

**C. Quarterly- Desk Reviews of Performance Monitoring**

Quarterly Data Element Validation (DEV) Review will be conducted to ensure the integrity of performance outcomes as set forth in 20 CFR 680.600, TEGL 07-18, TEGL 23-19 (Change 2), TA # 23-03 (PIRL), TA # 17-7. This review is intended to verify that performance data elements reported to the New York State Department of Labor via OSOS are found to be valid, accurate, reliable, and comparable across programs. A desk review conducted by the LWDB is an informal process which will detect current issues/trends that can be addressed with technical assistance prior to formal remote or onsite monitoring. Desk Reviews examine OSOS participant data, un-ended services, current levels of services provided, provision of the fourteen WIOA Youth program elements,

5% limit on In-School Youth enrolled with the “Requires Additional Assistance” barrier, 5% over-income exception, Out of School Youth 75% expenditure requirement, and LWDB compliance with the “Sunshine Provisions” as well as other required governance practices.

**(Quarterly Desk Reviews of Performance Reports are due no later than the last day of the month following the end of the previous Quarter. Therefore, for each year, due dates for these reports are October 31<sup>st</sup>; January 31<sup>st</sup>; April 30<sup>th</sup>; and July 31<sup>st</sup>).**

**D. Quarterly - Subrecipient Contract Reviews (Youth Providers and One-Stop Operator)**

Monitoring to conduct an evaluation of activities to determine compliance with the subrecipient contractual agreement. Specifically, monitoring reports will note that program activities are meaningful, appropriate under the contract, and the achievement of program goals is evaluated on the basis of benchmarks, which are included in all contracts, particularly youth program contracts. Verification that the amount of payment and continuation of referrals is based on benchmark attainment. Quarterly monitoring allows for a prompt resolution of infractions in which the subrecipient can implement corrective action to ensure program goals as outlined in the contractual agreement are met.

**(Quarterly Subrecipient Contract Reviews of Performance Reports are due no later than the last day of the month following the end of the previous Quarter. Therefore, for each year, due dates for these reports are October 31<sup>st</sup>; January 31<sup>st</sup>; April 30<sup>th</sup>; and July 31<sup>st</sup>).**

**E. Annual - Equal Opportunity Monitoring**

The goal is to ensure the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board (LWDB) is compliant with all federal and state laws and to adhere to the Non-Discrimination and Equal Opportunity (EO) provisions. The Oyster Bay-North Hempstead-Glen Cove LWDB will monitor subrecipients who receive WIOA Title I funds to ensure compliance with WIOA section 188 and 29 CFR 38, including a determination as to whether each recipient is conducting its WIOA Title I-financially assisted program or activity in a nondiscriminatory way. The Equal Opportunity Monitoring Policy follows the guidelines provided by the New York State Department of Labor, Division of Equal Opportunity Development.

**(Annual EO Reports are due based on a schedule required by DEOD)**

**IDENTIFICATION OF STAFF TO CONDUCT PROGRAM MONITORING REVIEWS**

Program and Fiscal monitoring are to be conducted by staff that oversee those specific areas, understanding that shifts in staff may occur:

- Designated career center staff will be responsible for annual on-site monitoring of service providers (ITA and Workshop Providers).
- Philip Fortuna, Youth Coordinator, will be responsible for annual on-site monitoring of youth providers.

- Michele Oliva, LWDB Director, will be responsible for quarterly subrecipient contract monitoring and annual monitoring of the One-Stop Operator.
- Gail Parainfo, One-Stop Operator, will be responsible for program oversight, including quarterly subrecipient contract monitoring of youth providers; quarterly desk reviews of performance, annual (remote review) of youth providers; and an annual review of WIOA Adult, Dislocated Worker, Trade Adjustment Act and Youth activities, specifically folder and OSOS reviews of sampled participants.

## **PROCESS FOR DEVELOPMENT AND ISSUANCE OF PROGRAM SUBRECIPIENT MONITORING REPORTS**

Monitoring shall produce standardized reports of the monitoring review and self-evaluation activities, and the observations resulting, therefrom. A report that is written by the monitoring staff will summarize the results of the monitoring and document findings, causal factors, corrective action plans and due dates for the completion of corrective actions. The reports will make recommendations for corrective action (improvement) whenever it identifies non-compliance with federal, state or contractual requirements, or identifies need to improve existing systems, procedures, or practices. Monitoring reports will be issued to required recipients as listed in the “Distribution List” on page 70.

**Program monitoring** as outlined on page two (2) will occur quarterly and annually, or more often, as needed, and shall produce standardized reports of monitoring activities reviewed and outcomes. The report shall make recommendations for corrective action (improvement) whenever it identifies non-compliance with federal, state or contractual requirements, or identifies a need to improve existing systems, procedures, or practices. All monitoring reports will be distributed to entities listed in the “Distribution List,” located on page 70 of this policy.

- **Annual** reports will provide a written account of on-site visits of subrecipients and contracted service providers and critique a sampling of Adult, Dislocated Worker, TAA and Youth participants’ hard files and OSOS records. Reports will be issued by the LWDB no later than forty-five (45) calendar days from the date the Monitoring Review was completed. Reports will include an introduction, prior monitoring finding review (if appropriate), current findings or areas of concern, recommendations/corrective action, and specific deficiencies (optional). Depending on the severity of the issue disclosed, it may be necessary for the monitored entity to submit a formal corrective action plan, including a timeline for implementation. In those instances where a corrective action plan is warranted, the subrecipient/contractor will have forty-five (45) days to respond with a corrective action plan. Upon review, the LWDB will accept the plan or request further revision or clarification. If the plan is accepted, the contractor will receive confirmation. Failure to submit the corrective action plan by the required forty-five (45) day period may result in the suspension/termination of the contractual agreement or a financial penalty. The corrective action plan must be specific in describing the steps/procedures which will be implemented to correct the identified problems and must contain a timetable for implementation. Whenever corrective action plans are necessary, a follow-up review will occur by the monitor in accordance with the deadlines established in the corrective action plan to ensure corrective action has been accomplished. Technical assistance by the monitor may be warranted. If the

corrective action does not provide the necessary improvement within the agreed upon corrective action plan schedule, the subrecipient may receive a fiscal penalty or the contract termination process will begin. In some instances, a revised corrective action plan may be requested by the LWDB. A final report will be issued by the LWDB no later than forty-five (45) days from receipt of the corrective action plan describing the final outcome of the monitoring review, either outlining the failure to correct the finding and repercussions, or details of how the finding was resolved

•**Quarterly** written reports will be developed for all “Quarterly Subrecipient Contract Reviews” and “Desk Reviews of Performance,” and issued no later than the last day of the month following the end of the previous Quarter. Therefore, for each year, due dates for these reports are October 31<sup>st</sup>; January 31<sup>st</sup>; April 30<sup>th</sup>; and July 31<sup>st</sup>.

Any areas of the review found not to be in compliance with applicable laws, regulations, federal, state or local policies will be included in a formal written notice of these findings, with a requirement for submission of a corrective action plan. Subrecipients will have thirty (30) days from the date of issuance to develop and submit their response with a corrective action plan to include specific timetables for implementation and improvement. The LWDB will conduct subsequent monitoring to ensure all facets of the corrective action plan are implemented. If monitoring identifies “areas of concern” that do not require a formal corrective action plan, discussions regarding any issues, concerns, or suggestions will be conducted and documented at monthly subrecipient meetings.

If a monitoring report mandates a corrective action plan, the LWDB, upon receipt, will either accept the plan or request further revisions/clarification. Failure to submit this plan within the established timeframe may result in the withholding of monthly payments or the suspension/termination of the contractual grant agreement. The corrective action plan must be specific in describing the steps/procedures that will be implemented to correct the identified problems and must contain a timetable for implementation. The LWDB reserves the right to negotiate the plan.

The Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board will follow-up and provide technical assistance, as necessary, to resolve any findings resulting from the oversight review. This systematic follow-up and communication will help resolve findings in a timely manner and alleviate findings moving forward. Whenever corrective action plans are necessary, a follow-up review will occur in accordance with the deadlines established in the corrective action plan to ensure that corrective action has been achieved.

However, if during this review, the corrective action does not produce the intended results (compliance, performance, etc.), the LWDB may initiate withholding of payments, a suspension or termination of the contractual agreement, or request an approval of a revised corrective action plan. If a revised plan is submitted and approved by the LWDB, subsequent monitoring will be conducted to ensure all facets of the corrective action plan are implemented. In the event the

subrecipient/contractor still fails to implement the required corrective actions, a modification, suspension or termination of the contract will be implemented. A final report with the outcome of the monitoring review will be issued by the LWDB no later than thirty (30) days from receipt of the corrective action plan.

**(All reports will be distributed to required recipients, as listed on this page under the “Distribution List”).**

#### **Additional Information Pertaining To Program Subrecipient Monitoring Reports**

- NYSDOL will be notified while the review is in progress of any significant issues which may have a material impact on the financial and participant reporting of the LWDA to NYSDOL. The monitor will proceed with the review as planned, modified only by any requests NYSDOL may have due to the issues presented. In notifying NYSDOL of significant issues discovered on the review, the Director of the Oyster Bay-North Hempstead-Glen Cove LWDB and the contact person at the subrecipient location will be copied on this notification letter.
- The monitoring report is considered an administrative oversight tool for the LWDB and the subrecipient/contractor. Therefore, no appeal to the report itself is possible. However, a dispute resolution process (as outlined in TA-21-04) may be utilized by the subrecipient for grievances for resolution and corrective action of any questioned costs or program activities.
- All monitoring reports and documentation pertaining to monitoring activities will be retained for a period of seven (7) years and made available for review to federal and state officials.
- All reports will be issued by the LWDB within specific timelines as described above. If for some reason the release of the report is delayed, LWDB staff will notify the subrecipient with an updated timeline.

#### **The distribution list for written reports includes:**

- The agency being reviewed (subrecipient);
- LWDB Chair;
- LWDB Executive Director (if this person is not the individual that performed the monitoring and is signing the written report);
- The appropriate New York State Department of Labor (NYSDOL) Financial Oversight and Technical Assistance (FOTA) Quality Assurance Representative and NYSDOL Program Quality Assurance Representative;
- Grant Recipient CEO (Town of Oyster Bay);
- Grant Recipient: Town of Oyster, Division of Employment and Training, Commissioner and Deputy Commissioner.

**Attachment A**

**Program Year 2024 Subrecipients for Program Review:**

BOCES of Nassau County – Youth Provider – Out-of- School Youth Services

Career and Employment Options, Inc.- Youth Provider – Out-of-School and In-School Youth Services

Town of North Hempstead/“Yes We Can” Community Center – Youth Provider – In-School Youth Services

United Way of Long Island – Youth Provider - Out-of- School Youth Services (contract terminated on 12/8/2024)

Gail Paraninfo-One-Stop Operator

**Attachment B**  
**Program Year 2024 - Contracts for Program Monitoring**

Subrecipient/Contractor	Type of Program Monitoring
BOCES of Nassau County	Subrecipient- Youth Contract Review
Career & Employment Options (CEO)	Subrecipient- Youth Contract Review
Town of North Hempstead-“Yes We Can” Community Center	Subrecipient- Youth Contract Review
United Way of Long Island	Subrecipient Youth Contract Review- Contract Terminated – 12/8/2024
One-Stop Operator	Subrecipient- Contract Review
Abilities, Inc.	Training Provider- Contract Review
Access Careers	Training Provider- Contract Review
BOCES of Nassau County	Training Provider- Contract Review
Commercial Driver Training	Training Provider- Contract Review
Electrical Training Center	Training Provider- Contract Review
Hofstra University	Training Provider- Contract Review

Hunter Business School	Training Provider- Contract Review
Island Drafting & Tech. Institute	Training Provider- Contract Review
Island Harvest, Ltd.	Training Provider- Contract Review
Long Island Nail Skin & Hair Institute	Training Provider- Contract Review
Molloy University	Training Provider- Contract Review
Nassau Community College	Training Provider- Contract Review
Stony Brook University	Training Provider- Contract Review
Central Nassau Guidance & Counseling Services	Workshop Provider- Contract Review
DJ Consulting/Debra Dittmer	Workshop Provider- Contract Review
Philip N. Fea	Workshop Provider- Contract Review

## **SECTION TWO- SUBRECIPIENT MONITORING – FISCAL MONITORING**

The Oyster Bay Consortium Local Workforce Development Board (LWDB), and the Chief Elected Official (CEO), are jointly responsible for monitoring and oversight. In accordance with the rules and regulations promulgated to carry out WIOA, as well as the rules and responsibilities as required by the New York State Department of Labor, the Town of Oyster Bay, Department of Intergovernmental Affairs' Division of Employment and Training (DET) will monitor programs, make evaluations, and present findings to the LWDB and the CEO. The LWDB Director will hold monthly meetings to review monitoring reports.

The Workforce Development Board's Monitoring procedures are established in accordance with Workforce Innovation and Opportunity Act regulations, federal State and local laws and regulations, and LWDB goals and objectives with regard to program quality and customer satisfaction. The Local Workforce Development Board will take necessary corrective action to improve the operation of its WIOA Program based on performance and quality monitoring.

Following is a list of the attached monitoring policies and procedures:

- I. Sub-recipients –Included are the following sections:
  - A. Policies for Monitoring of Subrecipients
  - B. Procedures for Monitoring of Subrecipients
    1. Procedures for Fiscal Monitoring of Subrecipients
    2. Procedures for Program Compliance and Quality Monitoring
    3. EEO monitoring Procedures(At this time, the only subrecipients are youth program providers and the One-Stop Operator)
- II. Youth Worksites – All worksites operate according to signed worksite agreements. Some worksite placements are made by subrecipients and some are made by coordinating community agencies.

### **Policies for Monitoring of Sub-recipients**

Monitoring will be based on the project description as detailed in each contract, including the performance benchmarks. A written evaluation will be kept on file at the Massapequa Career Center. Significant findings with regard to program appropriateness, quality, and achievement of goals, as well as findings with regard to matters of compliance will be discussed with grant operators, and direction will be given. Participants will also evaluate the program.

Subrecipient performance and accountability contract reviews will be conducted on a quarterly basis, financial management reviews will be conducted on an annual basis, and desk reviews of subrecipient expenditure reports will be conducted on a monthly basis. New subrecipients, or subrecipients with past records of noncompliance (or problems with corrective action) will be monitored for financial management no later than

the end of the second quarter (or no later than the end of the first half of the contract, as appropriate) to verify the adequacy of the fiscal system and controls, and to provide technical assistance as needed. Fiscal monitoring for subrecipients with satisfactory records of past performance will be conducted during the fourth quarter.

Monitoring as required in 20 CFR §683.410 (a) of the WIOA final rule will be conducted to determine that:

1. Program expenditures have been made in accordance with the approved project budget, and within the cost limitations specified in the Act and the regulations.  
Youth Program contracts include cost category budgets for the services described in the original application narrative. Claims submitted to the DET Fiscal Unit are evaluated to assure that the costs are allowable expenses under the approved contract budget, and that proper backup is provided. Copies of payroll registers and/or cancelled checks will be examined. The claims are then sent to the Town of Oyster Bay Comptroller's Office, which further audits the claims to determine that each item has sufficient documentation, when expensed, to substantiate reimbursement from WIOA. All payments are subsequently audited as part of the Town's Single Audit, which is conducted the independent accounting firm of Cullen & Danowski LLP.

In addition to these procedures, a formal desk review will be completed for each sub-recipient on a monthly basis, or following payment of claims. The forms to be used for this review are described in the following section on Procedures. Expenditures will be verified against the contact budget.

During the on-site and/or remote review, the Fiscal Unit will verify costs for both Non-Personal Expenses and Payroll Expenses. (Please see Procedure Section for requirements for conducting a remote review)

2. Activities are in compliance with the provisions of the Act, the regulations, maintenance of effort provisions, fraud and abuse regulations, with federal and State nondiscrimination and Equal Opportunity provisions, and other applicable laws and regulations.

This is evaluated through the use of on-site, remote and/or phone conference reviews, interviews, and desk reviews.

3. The procurement, receipt and payment for goods and services received from subrecipients comply with laws, regulations, and the provisions of contracts and agreements.  
The Fiscal Unit will examine procurement and purchases to determine that they are in compliance with OMB Circulars A-87, A-21 or A-122. Youth subrecipients are required to demonstrate that all purchases are made through the use of an established procurement system, which must be available for audit and inspection by the DET Fiscal Unit. (Community Based Organizations with no formal

procurement system in place are advised to use the procurement list established by the local school district to purchase supplies and secure transportation.)

4. Subrecipients have adequate financial management and organizational controls. The Fiscal Unit will conduct on-site and/or remote monitoring to determine that the books of account are auditable, administrative and internal accounting controls are adequate to safeguard program assets, the accounting system accounts for program funds, financial reports fairly present accrued program expenditures, and budgetary procedures are adequate to control expenditures.

The Fiscal Unit has developed a preliminary questionnaire to be utilized prior to monitoring. This questionnaire addresses financial management and organizational controls. This questionnaire will be sent to the subrecipient, in preparation for the review, and subsequently discussed at the review. In addition, during the review, forms to be completed will include “Listing of Persons Performing Fiscal Functions” and “Cash Receipt Analysis.”

5. Subrecipients have adequate administrative controls for maintaining records. Administrative controls are monitored based on the timely filing of reports, including placement and termination information and achievement of program goals in accordance with each participant’s employment plan, on-going case notes, bi-weekly attendance summary sheets, for those in work experience.

6. Activities are in compliance with the CFR §200 under Title I of WIOA, and with the Oyster Bay-North Hempstead-Glen Cove Local Plan for July 1, 2021–June 30, 2025.

Evaluation of activities to determine compliance with the plan will be based on site and/or remote visits. Monitoring reports will note that program activities are meaningful, appropriate under the contract, and meet the stated goals and objectives. Staffing will be evaluated to determine that it agrees with the contract budget. Specific evaluation forms will be used for sub-recipient program sites that include work experience components. The Worksite evaluation sheet is used to ascertain that all health and safety provisions are met, that there is an adequate amount of work for youth enrollees, that there is adequate supervision, and procedures are in place for time and attendance. This portion of monitoring will be conducted at the site. The participant interview form is used by the monitor when visiting the youth at the worksite. Its purpose is to determine that the youth is appropriately employed and learning skills on the job.

7. Adequacy of participant assessments and individual service strategies. Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Area’s Youth Program staff reviews completed assessments and service strategies to determine that the subrecipient adequately tested and assessed each WIOA youth participant for academic and occupational skills, prior work experience, employability, interests, aptitudes and service needs.
8. Program activities resulting in the achievement of program goals as established within each contract.

The achievement of program goals is evaluated on the basis of the negotiated benchmarks, which are included in the youth program contracts.

9. Programs are resulting in quality services and benefits received by participants. This is determined through the use of the Participant Interview Form and/or the Customer Satisfaction instruments.

#### Corrective Action/Sanctions

Significant compliance findings, which must be reported to the Workforce Development Board and the New York State Department of Labor, are communicated promptly. When findings can be resolved within the local area, and do not require higher authority, a corrective action report is sent to the subrecipient outlining those areas of non-compliance. The subrecipient is then instructed to correct the infraction(s) within a fifteen (15) day period from the date of notification. If the subrecipient needs additional time to take corrective action, or believes that the findings were unfounded, an appeal may be made no later than seven (7) business day from the date of notification. If an appeal does not occur, a monitor will return to the site to check whether or not corrective action was implemented, no later than twenty-one (21) days from the date of notification. All follow-up information will be recorded and attached to the original monitoring report. If corrective action has been taken, the original and follow-up reports will be filed. Voluntary compliance agreements will be in writing; address each cited violation; specify the corrective remedial action to be taken within a stated amount of time; and provide assurance that continued violations (including discrimination) will not occur. If corrective action has not been taken, this finding will be recorded and brought to the attention of the Fiscal Director. A meeting with the sub-recipient will be scheduled to discuss the feasibility and cooperation of the agency in resolving the problems(s) as well as the consequences if corrective action is not taken. Possible consequences would include termination of the present contract and/or disallowance of future contracts. A notice of intent to revoke approval would be transmitted.

Significant monitoring findings with regard to program appropriateness, quality, achievement of program goals and as well as benefits to participants and customer satisfaction are addressed in the planning process for continuing and future programs.

#### Plan and Procedures for Monitoring of Subrecipients

1. Procedures for Fiscal Monitoring of Su-recipients
2. Procedures for Program Compliance and Performance Monitoring

Monitoring may be achieved through remote and/or onsite reviews. Remote monitoring may require the organization subject to review (subrecipient) to share customer, financial, and program data with the LWDB through electronic means. The LWDB when conducting remote monitoring will follow all NYSDOL and federal guidelines to protect customer Personally Identifiable Information (PII). This includes encrypting documents or deletion of PII before submitting, as outlined in Workforce Development System Technical Advisory (WDS TA) #18-5 – “Securing and Protecting Personally Identifiable Information (PII) and Personal, Private and Sensitive Information (PPSI) within the New

York State Workforce Development System,” which describes all federal and NYSDOL mandates governing the proper handling of PII.

## 1. Fiscal Monitoring Procedures

Fiscal Monitoring will include periodic Desk Reviews, as well as on-site and/or remote annual financial reviews. Annual reviews will include an Entry and Exit Conference, and a 90-day follow-up visit in the event of any identified weaknesses. The monitor will arrange for the review of subrecipient records at a time that is mutually convenient.

In addition to ongoing monthly desk reviews of payment vouchers, program reports, and One-Stop Operating System (OSOS) participant data entered, the LWDB will perform annual remote and/or onsite Fiscal and Program monitoring.

### A. *Log of sub-recipient audit information*

Maintain a log on sub-recipient audit information, to include the date of the audit, report issues, any major issues, and corrective action/resolution.

#### I. Determination of sub-recipients who are subject to OMB Circular A-133 audits, or program-specific audits.

Subrecipients that have expended \$750,000 or more in federal awards in any fiscal year are required to conduct a Single Audit. (Under certain circumstances, auditees may elect to have a program-specific audit.)

In the third quarter of the WIOA program year, a sub-recipient log will be generated, identifying all sub-recipients who received funding during the current fiscal year. An A-133 Certification letter will be sent to all sub-recipients identified on the log, requesting information on funding levels and audit requirements.

#### II. Tracking whether required audits have been conducted and reports issued.

A control log will be maintained to properly track reports for sub-recipients subject to Single Audit requirements. Audit reports must be collected within the required timeframes, i.e., within nine months from the end of the audit period or 30 days after the receipt of the audit report by the subrecipient.

Reminder notices will be sent to sub-recipients on a scheduled basis as per the control log. The reminder notice will request that the subrecipients notify the Town of any extensions granted, and the revised audit report due date.

III. Review of audit reports and follow-up on any required corrective action.

Audit reports will be reviewed by the Department of Intergovernmental Affairs' Division of Employment and Training. Included will be a review of corrective action requirements, and follow-up requirements and sanctions with regard to any WIOA-funded program activities. Requests for corrective action will be sent to the subrecipient, as appropriate. Follow-up will be conducted to verify that corrective action has taken place.

IV. The Single Audit Log will include:

- a. Agency Name
- b. Contract Period
- c. WIOA Program Grant Amount
- d. Contractor Received Less than \$750,000 in Federal Funds
- e. Contractor Received More than \$750,000 in Federal Funds
- f. Contractor Fiscal year
- g. Date Audit Report Due
- h. Extension of Due Date
- i. Revised Due Date
- j. Date Report Received
- k. Corrective Action Required on WIOA Programs
- l. Letter Sent Requesting Corrective Action
- m. Follow-up Conducted
- n. Corrective Action in Compliance

*B. Scheduling of desk reviews and yearly reviews*

Schedule financial management reviews, on-site and/or remotely. will be conducted on an annual basis, and desk reviews of subrecipient expenditure reports will be performed on a monthly basis, on-site and/or remotely. Note that in accordance with policies, new subrecipients, or subrecipients with past records of noncompliance (or problems with corrective action) should be monitored no later than the end of the second quarter (or no later than the end of the first half of the contract, as appropriate) to verify the adequacy of the fiscal system and controls, and to provide technical assistance as needed. Monitoring for subrecipients with satisfactory records of past performance should be conducted during the fourth quarter.

*C. Desk Reviews*

Conduct a formal desk review, on-site and/or remotely, for each subrecipient on a monthly basis, or following payment of claims. The forms to be used for this review are

“Desk Review/Claim Review” (Attachment F-1)

“Comparison of Line-Item Budgets to Reported Expenditures” (Attachment F2)

“Sample of Expenditures – Payroll Expenses” (Attachment F-8)

*D. Arrangements for Annual On-site, Remote and/or Phone Conference Review and Entrance Conference*

Monitor should contact subrecipient to arrange a review date, (and an entrance conference) at the convenience of the subrecipient. While the entrance conference is not always necessary, the decision to have an entrance conference should be a mutual one between the subrecipient and the monitor. If the decision is made to hold an entrance conference, utilize the top half of the form provided by NYSDOL (Attachment F-4 “Entrance Conference/Exit Conference.”)

*E. Annual On-site Review, Remote and/or Phone Conference*

Use the most recent desk review in the preparation of the monitoring report.

Complete the following forms during the review

“Audit Questions Form” (Attachment F-3)

“Listing of Persons Performing Fiscal Functions” (Attachment F-5)

“Cash Receipt Analysis” (Attachment F-6)

“Comparison of Voucher Expenses to Amount per Books” (Attachment F-7)

*F. Exit Conference*

An Exit Conference should be held at the end of every review visit. This Conference can be conducted onsite or remotely via Zoom Technology. Subrecipient’s Executive Director and appropriate staff should be invited to attend. Fiscal monitor will create a record of the meeting, (using Attachment F-4). Subjects to be discussed at the Exit Conference may include, but are not limited to:

- Findings disclosed during the review
- Action taken to resolve prior findings
- Required corrective action and timeframes
- Technical assistance to be provided by the monitor

## Timeframes for the issuance of written report

### *G. Monitoring Report*

When the on-site and/or remote annual monitoring review has been completed and the work papers have been fully prepared, a report must be written reflecting the purpose and scope of the review. The report should clearly identify all findings and required corrective action including any necessary adjustments to the related financial reports. Written monitoring reports should be structured to assist subrecipients in reaching their goal and processing reimbursement claims to the Town of Oyster Bay.

Formal monitoring reports will be issued to the contractors within 30 days of the completion of monitoring. The monitor will notify the Fiscal Office Supervisor of any significant findings resulting from the review that may have a material impact on the financial reports submitted to the NYSDOL. The Fiscal Office Supervisor will be responsible to forward these findings to the NYSDOL when deemed necessary because they may represent a violation of WIOA statutory and regulatory requirements.

### *H. Retention of documents*

Monitoring documents will be retained for three years following the date on which the expenditure report containing the final expenditures charged to the Program Year allotment. Documents will be made available for review by the LWDB, NYSDOL, and Federal officials.

## 2. Procedures for Program Compliance and Performance Monitoring

### i. Scheduling of monitoring

Youth Eligibility Review – Eligibility review will be ongoing, as applications are received.

Participant Case File Monitoring, including verification of data in case management and reporting system; and verification that the activities of case managers and participants are appropriate and accurately reflected in participant case files and in OSOS – For the programs with a summer component, this will be conducted during July/August. For the year-round programs, this will be conducted no later than the end of the first quarter for new subcontractors and prior to the end of the year for subcontractors with no previous record of non-compliance.

ii. Youth Individual Record Review

Eligibility Review

Town of Oyster Bay sub-recipients submit folders for review by Youth staff. Youth staff verifies completeness of files and eligibility for WIOA services. In cases of missing documentation, subrecipients are contacted to update or complete files prior to participant's WIOA registration. All Youth folders are maintained on site at Town of Oyster Bay.

Participant Case File Monitoring

For additional verification, a random sample of Youth files is reviewed utilizing the "Individual Record Review."

iii. Verification of Data in Case Management and Reporting System.

Participant data reported in OSOS is compared to the data in the participant files through the use of the "Verification of Data in Case Management Reporting System" form. Corrective action will be taken where indicated to resolve discrepancies.

iv. Verification that the activities of case managers and participants are appropriate and accurately reflected in participant case files and OSOS.

This monitoring will be done on-site and/or remotely. Written monitoring reports will be prepared based on the outcome of this visit. A series of forms will also be completed as appropriate. A list of forms follows this section. Included are descriptions for the use of each form.

v. Corrective Action

Analysis will also be conducted, and reports written, based on contractor performance against benchmarks, and Youth Program performance standard results. Corrective action will be requested where indicated. (See Corrective Action/Sanctions, above.)

Youth Program Quality and Compliance Forms

Individual Record Review

Verification of Data in Case Management and Reporting System

Worksite Evaluation Sheet

*This form is used to ascertain that all health and safety provisions are met, that there is an adequate amount of work for youth enrollees, that there is adequate supervision, and procedures are in place for time and attendance. This form should be used prior to placing youths at the site.*

## WIOA Youth Subcontractor Monitoring Report

### Participant Interview Form (In-School)

### Participant Interview Form (Out-of-School)

*Participant interviews are to be used by the monitor when visiting the youth at the program site. Their purpose is to determine whether youth are engaged in appropriate activities and gaining skills in accordance with the individual plan..*

### Worksite Review/Supervisor's Review Form

*The Worksite Review Form is to be completed by the monitor when reviewing the site to see that the youth is properly supervised, and gainfully occupied.*

*The Supervisor's Review Form is to be used by the monitor to determine that the site supervisor has been told what the responsibilities are for the program, and to make sure that procedures are in place for alternative supervision when necessary.*

### **Subrecipient Monitoring Report Distribution List:**

- 1) Subrecipient Authorized Representative
- 2) Financial oversight and Technical Assistance (FOTA) and State Program Representative
- 3) Grant Recipient Chief Elected Official
- 4) LWDB Chairperson
- 5) LWDB Director
- 6) Fiscal Supervisor - Division of Employment and Training (DET) -Fiscal Agent

### **Assigned Subrecipient (Fiscal) Monitoring Staff**

- 1) Conducts Monitoring Review/Desk Review – Dennis Palmieri, Fiscal Supervisor- Division of Employment and Training (DET) -Fiscal Agent
- 2) Provides Technical Assistance- Dennis Palmieri, Fiscal Supervisor- Division of Employment and Training (DET) – Fiscal Agent

## **Attachment A**

### **Program Year 2024 Subrecipients for Fiscal Review:**

- 1) BOCES of Nassau County – Youth Provider – Out-of- School Youth Services
- 2) Career and Employment Options, Inc.- Youth Provider – Out-of-School and In-School Youth Services
- 3) Town of North Hempstead/“Yes We Can” Community Center – Youth Provider – In-School Youth Services
- 4) United Way of Long Island – Youth Provider - Out-of- School Youth Services (contract terminated on 12/8/2024)
- 5) Gail Paraninfo-One-Stop Operator

## **Attachment B**

### **Program Year 2024 - Contracts for Fiscal Monitoring**

<b>Subrecipient/Contractor</b>	<b>Type of Fiscal Monitoring</b>
BOCES of Nassau County	Subrecipient- Youth Contract Review
Career & Employment Options (CEO)	Subrecipient- Youth Contract Review
Town of North Hempstead-“Yes We Can” Community Center	Subrecipient- Youth Contract Review
United Way of Long Island	Subrecipient Youth Contract Review- Contract Terminated – 12/8/2024
One-Stop Operator	Subrecipient- Contract Review
Abilities, Inc.	Training Provider- Contract Review
Access Careers	Training Provider- Contract Review
BOCES of Nassau County	Training Provider- Contract Review
Commercial Driver Training	Training Provider- Contract Review
Electrical Training Center	Training Provider- Contract Review
Hofstra University	Training Provider- Contract Review

Hunter Business School	Training Provider- Contract Review
Island Drafting & Tech. Institute	Training Provider- Contract Review
Island Harvest, Ltd.	Training Provider- Contract Review
Long Island Nail Skin & Hair Institute	Training Provider- Contract Review
Molloy University	Training Provider- Contract Review
Nassau Community College	Training Provider- Contract Review
Stony Brook University	Training Provider- Contract Review
Central Nassau Guidance & Counseling Services	Workshop Provider- Contract Review
DJ Consulting/Debra Dittmer	Workshop Provider- Contract Review
Philip N. Fea	Workshop Provider- Contract Review

# Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board

## Workforce Innovation and Opportunity Act Policy and Procedures

### YOUTH STIPENDS

(LWDB Approved: February 5, 2025)

#### **I. PURPOSE**

To provide guidance and establish standards for the issuance of stipend payments to eligible and enrolled Workforce Innovation and Opportunity Act (WIOA) Title I youth program participants.

#### **II. BACKGROUND**

WIOA allows the payment of stipends to youth who achieve established and measurable goals as a result of program participation. Stipends may be used as an allowable payment for participation in WIOA Title I-B youth program element activities such as occupational skills training or classroom activities, including classroom-based pre-apprenticeship and apprenticeship skills training, high school equivalency preparation, work readiness, and employability skills training. Stipends cannot be used when an employer-employee relationship exists because that relationship warrants wages rather than stipends.

Stipends are expected to reward youth for attainment of WIOA performance outcomes and/or key benchmarks toward those outcomes and encourage youth to remain in activities throughout program duration. Since WIOA Youth programs are driven by performance outcomes, stipends encouraging successful program completion are beneficial to youth, WIOA Youth Service Providers, and the local region.

Stipend payments made to participants in the Youth Program are different from payments made as supportive services. Supportive service payments may only be made when they are necessary to enable an individual to participate in program activities. Stipend payments, however, are used to recognize the time and effort spent participating in program activities. Furthermore, stipends are intended to be used to encourage and motivate WIOA youth to attend certain activities (seat/participation time payments).

#### **III. POLICY**

Stipends may not exceed the federal or state minimum wage, whichever is higher. Stipends must be paid based on actual hours of attendance in the activity (seat/participation time payments), be adequately documented, and be accorded consistent treatment. Stipends are intended to motivate youth to reach goals outlined in the Individual Service Strategy (ISS), leading to successful completion and positive outcomes for the program. Payments are not entitlements and are subject to availability of WIOA youth funds.

Attendance in the activity must be documented as the basis of stipend payments. Actual time of participation in the activity must be recorded on an attendance sheet. The attendance sheet must be signed by the participant and youth provider before reimbursement can be made, and should be maintained in the customer's file. Virtual training with seat time tracking capabilities may be an eligible activity for stipend payments. Stipends involve payment via check to the youth.

#### **IV. ELIGIBILITY REQUIREMENTS**

The following are the eligibility requirements for stipends:

- Participant must be active and in good standing with a program.
- Stipends must be necessary and reasonable in the performance of the Federal award and consistent with policies and procedures.
- Participant must be enrolled in a training program or activity in which there is no employer-employee relationship. Allowable activities include occupational skills training, classroom-based pre-apprenticeship and apprenticeship skills training, high school equivalency preparation, work readiness, and employability skills training.
- Stipends may be issued for activities aligned with program and participant goals as outlined in the Individual Service Strategy (ISS). (\*Note-although an assessment of each youth's interests, abilities and goals is mandatory, completion of the ISS is required only for WIOA-funded youth and not YEP participants).

#### **V. DOCUMENTATION REQUIREMENTS**

Documentation must include attendance sheets which show participation in specific activities. Attendance documentation should include the course/activity name, course/activity date(s), daily hours, and youth participant and instructor signatures. Proof of attendance must also include other sources of training participation, such as case management notes and invoices. Records of the stipend received should be maintained in the participant's individual file. A "Request for Stipend" form must be completed for each proposed youth and forwarded to the WIOA Program Coordinator. This request form will include the justification, training activity name, planned activity dates, and total number of activity hours. Upon approval, the Program Coordinator will calculate the stipend amount awarded which will be based on the hourly stipend rate and total stipend hours approved.. The approval form must also include signatures of the youth and youth provider representative, with a signature of approval by the Program Coordinator. Additionally, the ISS must document the need of the stipend and specify services planned in order for the youth to receive a stipend.

#### **VI. INTERNAL CONTROLS AND SAFEGUARDS**

LWDBs will have sufficient internal controls and safeguards in place to avoid or limit misuse or mismanagement of the federal funds put to such use. The LWDB will assess and identify the total dollar amount in the WIOA Title 1-B formula grant to be allocated for stipends. An inventory log, periodic reconciliation process, and safeguards for the receipt, disbursement, and maintenance will be maintained for stipend transactions.

Furthermore, understanding the difference between wages and stipends and correctly classifying payments is critical since the misidentification of the payment could result in disallowed costs.

#### **VII. FEDERAL TAX REPORTING**

Youth program participants who receive stipends totaling \$600.00 or more in a calendar year must be provided with an Internal Revenue Service (IRS) Form 1099-MISC by January 31 for the prior calendar year in which stipends (taxable miscellaneous income) were provided. Participants should be informed that they need to track and report stipends as income for the purpose of federal income tax reporting.

Stipends should be processed as “accounts payable” as opposed to “payroll.” The latter would cause stipends to be treated as wages, in which case payroll taxes and deductions apply. As the youth are involved in a training activity in which there is not an employer-employee relationship, stipends may be used.

The Town of Oyster Bay must check *Fair Labor Standards Act* (FLSA) criteria and Internal Revenue Service’s laws and regulations regarding the proper processing of stipend payments.

**VIII. QUALIFIED YOUTH ACTIVITIES AND PAYMENTS**

Stipends will be paid to WIOA Youth at a rate of \$15.00 per hour for satisfactory attendance and participation in any combination of the following qualifying activities in education, skills development, or training:

<b>High School Diploma, GED, or Equivalent/ Post-Secondary Preparation</b>	
Alternative secondary school services or dropout recovery services	Up to 40 hours
Attendance at adult education for basic skills enhancement if the participant is documented as basic skills deficient	Up to 40 hours
Tutoring, study skills training, instruction and dropout prevention	Up to 40 hours
Post-secondary preparation and transition activities	Up to 40 hours
<b>Occupational/ Technical Skills Training</b>	
Attendance in a post-secondary occupational skills training tied to a specific occupation, leading to an industry-recognized credential	Up to 170 hours
Education offered concurrently with workforce preparation	Up to 40 hours
Participation in job-shadowing or unpaid internship in an occupation designated on the Objective Assessment and/or ISS	Up to 40 hours
<b>Pre-Apprenticeship and Apprenticeship Skills/ Trades Training</b>	
Participation in classroom-based pre-apprenticeship and apprenticeship skills training	Up to 100 hours

Employability Skills/ Job Readiness Training/ Leadership/ Counseling	
Employability Skills/ Job Readiness Training	Up to 40 hours
Leadership development opportunities	Up to 40 hours
Adult mentoring	Up to 40 hours
Participation in entrepreneurial skills training	Up to 40 hours
Participation in financial literacy training	Up to 40 hours
Comprehensive guidance and counseling	Up to 40 hours
Labor market and employment information	Up to 40 hours
Resume writing, interviewing skills, career exploration, social media, job search letter prep., civil service application review, computer training	Up to 40 hours

#### **IX. REASONABLE COST AND STIPEND LIMITATIONS**

1. Stipend payments per youth may not exceed 30 paid hours per week.
2. Stipend payments per youth may not exceed the duration of the related activity.
3. Stipend payments per youth may not exceed the maximum hours per activity as noted above.
4. Calculation for disbursement of stipends will be computed as follows:
  - a) The total stipend allocation for all eligible in-school and/or out-of-school youth may not exceed 12.5% of the annual non-administrative local area youth funds.
  - b) Rate per hour will be \$15.00
  - c) Youth Provider will determine eligibility for stipend payments, with the rationale explained in the Individual Service Strategy (ISS). Justification for stipends may include circumstances where a youth who is “low-income” may require financial support to remain in the program. Additionally, incentivizing youth who have a history of “dropping out” would be another reason to offer stipend payments.
  - d) There will be two (2) stages of approval, with stage one (1) allowing all eligible youth to receive an award of up to fifty (50) hours for a total of \$750 in stipend payments. At the conclusion of the initial fifty (50) hours, if the need continues and the youth has satisfactory attendance and making progress towards achievement of goals as listed in the ISS, stage two (2) will allow for an additional award up to the amounts as listed in paragraphs five (5) and six (6) of this section. At the conclusion of 50 hours of stipend payment, the youth provider will evaluate the effectiveness of the stipend payment by completing the “WIOA Youth 50-Hour Stipend Progress Review” form.

- e) All stipend awards will be based on need and availability of funding, and must receive approval by the WIOA Program Coordinator. A “Request for Stipend” form must be submitted by the youth provider for each eligible youth participant, with a determination of award granted by the WIOA Program Coordinator (or authorized WIOA staff).
5. Total stipend payments for each eligible “Out-of-School Youth” may not exceed \$2,800 {186.6 hours} during the period of active program participation. (As per WIOA requirements, 75% of youth funds must be allocated for “Out-of-School Youth stipends) .
6. Total stipend payments for each eligible “In-School Youth” may not exceed \$900 {60 hours} during the period of active program participation. (As per WIOA requirements, 25% of youth funds must be allocated for “in-School Youth” stipends).
7. The LWDB Director, in consultation with the Program Coordinator, may adjust the total allowable hours and total allowable amounts of stipend payments per youth, based on need and funding availability.
8. The LWDB Director, in consultation with the Program Coordinator, based on need and funding availability, may adjust the stipend amount per hour, either to lower the rate or raise the rate, not to exceed the federal or state minimum wage, whichever is higher.
9. Any cost adjustments as outlined in paragraphs seven (7) and eight (8) of this section will be reflected in a “revised” policy and the LWDB will be notified of such revisions. All other revisions of this policy must be approved by the LWDB.

#### **X. NEW YORK STATE OFFICE OF DISABILITY AND TEMPORARY ASSISTANCE (ODTA) – YOUTH EMPLOYMENT PROGRAM (YEP) STIPEND PAYMENT PROCEDURE**

The following are the non-employment/training activities that YEP participants may participate in which qualify for stipend payments:

1. Financial Literacy Training – 6 hours of training on this topic.
2. Job Search Skills Training - 25 hours of training in such areas as resume and cover letter writing, networking, and interviewing.
3. Soft Skills Training – 25 hours of training - in such areas as social skills, communication skills, higher-order thinking, and self-control.
4. Stipend payment per youth may not exceed 30 paid hours per week.

YEP Youth Participants will be paid at a rate of \$17 per hour. Required documentation will include attendance sheets which must prove participation in specific training activities. Records of the stipend will be maintained in the participant’s individual file. Classroom training attendance documentation must include the course name, course date(s), daily hours, and youth participant and instructor signatures.

The LWDB Director, in consultation with the Program Coordinator, may make modifications to the types of courses, total hours of training, and stipend hourly rates, as necessary.

**Note:** As **all** YEP Participants **must** participate in a training portion of the program which contains required courses as listed above in categories 1,2,3, an approval form signed by the

Program Coordinator authorizing payment of stipends for each youth during this training is not necessary.

## **XI. REFERENCES**

- WIOA Final Regulations, 20 CFR 683.200(b)(2) – Allowable Costs and Cost Principles
- OMB Uniform Guidance, 2 CFR 200.1 – Definitions (Participant Support Costs)
- OMB Uniform Guidance, 2 CFR 200.403 – Factors affecting allowability of costs
- OMB Uniform Guidance, 2 CFR 200.404 – Reasonable costs
- OMB Uniform Guidance, 2 CFR 200.456 – Participant Support Costs
- Forms of Payment for WIOA Youth Program Participants, U.S. Department of Labor, Employment and Training Administration, April 21, 2021
- DOL Youth Build Tip Sheet: The Wage or Stipend Debate, U.S. Department of Labor, Employment and Training Administration, July 5, 2022
- Training and Employment Guidance Letter 21-16, Section 5, March 2, 2017

**Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board**

**Request for Stipend**

**Youth Participant:** \_\_\_\_\_ **Original Request**

**NY #:** \_\_\_\_\_ **Revised Request**

**Qualified Youth Activities:** Please complete the “Total Hours Requested for Activity” column for each activity s stipend is requested and the “Justification for Stipend” column for each requested activity

High School Diploma, GED, or Equivalent/ Post-Secondary Preparation		Total Hours Requested for Activity	Justification for Stipend
Alternative secondary school services and dropout recovery services	Up to 40 hours	_____	_____ _____ _____ _____
Attendance at adult education for basic skills enhancement if the participant is documented as basic skills deficient	Up to 40 hours	_____	_____ _____ _____ _____ _____
Tutoring, study skills training, instruction and dropout prevention	Up to 40 hours	_____	_____ _____ _____ _____ _____
Post-Secondary preparation and transition activities	Up to 40 hours	_____	_____ _____ _____
<b>Occupational/ Technical Skills Training</b>			
Attendance in a post-secondary occupational skills training tied to a specific occupation, leading to an industry-recognized credential	Up to 170 hours	_____	_____ _____ _____ _____ _____ _____
Education offered concurrently with	Up to 40 hours	_____	

workforce preparation			
Participation in job-shadowing or unpaid internship in an occupation designated on the Objective Assessment and/or ISS	Up to 40 hours	_____	_____ _____ _____ _____ _____ _____
Pre-Apprenticeship and Apprenticeship Skills/ Trades Training			
Participation in classroom-based pre-apprenticeship and apprenticeship skills training	Up to 100 hours	_____	_____ _____ _____ _____ _____ _____
Employability Skills/ Job Readiness Training/ Leadership/ Counseling			
Employability skills/ job-readiness training	Up to 40 hours	_____	_____ _____ _____
Leadership development opportunities	Up to 40 hours	_____	_____ _____ _____
Adult mentoring	Up to 40 hours	_____	_____ _____ _____
Participation in entrepreneurial skills training	Up to 40 hours	_____	_____ _____ _____
Participation in financial literacy training	Up to 40 hours	_____	_____ _____ _____
Comprehensive guidance and counseling	Up to 40 hours	_____	_____ _____ _____
Labor market and employment information	Up to 40 hours	_____	_____ _____ _____
Resume writing, interviewing skills, career	Up to 40 hours	_____	_____ _____

exploration, social media, job search letter prep., civil service application review, computer training			<hr/> <hr/> <hr/> <hr/>
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Signature of Youth: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Youth Provider: \_\_\_\_\_ Date: \_\_\_\_\_

(Original submitted to WIOA Program Coordinator; copy to youth participant; copy for youth provider file)

**FOR OFFICE USE ONLY:**

Signature of Youth: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Youth Provider: \_\_\_\_\_ Date: \_\_\_\_\_

(Original submitted to WIOA Program Coordinator; copy to youth participant; copy for youth provider file)

**FOR OFFICE USE ONLY:**

**Stage One (First 50 Hours)**

Stipends are issued for activities aligned with the goals of the program and participant goals outlined in the individual service strategy (ISS):  Yes  No

Justification for need of a stipend is documented in the ISS and OSOS Comments:  Yes  No

Approved  Disapproved

Approved Stipend Hours: \_\_\_\_\_

Approved Hourly Rate: \_\_\_\_\_

Approved Stipend Amount: \_\_\_\_\_

WIOA Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Stage Two (Remaining Hours)**

Stipends are issued for activities aligned with the goals of the program and participant goals outlined in the individual service strategy (ISS):  Yes  No

Justification for need of a stipend is documented in the ISS and OSOS Comments:  Yes  No

Youth's attendance has been satisfactory and youth is making satisfactory progress toward goals?  Yes  No

**Approved**       **Disapproved**

Approved Stipend Hours: \_\_\_\_\_

Approved Hourly Rate: \_\_\_\_\_

Approved Stipend Amount: \_\_\_\_\_

**WIOA Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **WIOA YOUTH PARTICIPANT ELIGIBILITY POLICY**

(Effective: 11/2021)

### **PURPOSE**

To communicate requirements and guidance for determining Workforce Innovation and Opportunity Act (WIOA) youth program eligibility.

### **BACKGROUND**

Title I of WIOA outlines an integrated service delivery system and provides a framework through which states and local workforce development areas (local areas) can leverage other federal, state, local, and philanthropic resources to support in-school and out-of-school youth. The WIOA youth program is designed to provide services, employment, and training opportunities to those who can benefit from and who need such opportunities. Meeting the eligibility criteria for a WIOA-funded program does not entitle an individual to receive program elements and services. All elements must be made available to the eligible youth population, whether funded by WIOA or other resources, but the local decision on whether to provide a specific service to a youth participant must be based upon the individual's needs, appropriateness for the service, and funding availability.

Under WIOA law [Section 129 (a)(1)] youth participants are required to meet specific eligibility criteria to be enrolled in a WIOA-funded program. Youth are required to provide eligibility documentation including, but not be limited to proof of citizenship or authorization to work, proof of selective services enrollment (only pertains to male youth 18 and older), proof of employment, and proof of enrollment in education. WIOA 20 CFR § 681.200 further describes the terms of eligibility for both in-school and out-of-school youth.

### **POLICY**

Local Workforce Development Boards are required to establish and document the eligibility of youth participants served with WIOA funds. Youth program participants must meet general eligibility requirements and must be documented as having a defined barrier. The following information provides descriptions of the eligibility criteria for the WIOA Youth Program.

The WIOA Title I-B Youth Program has two different eligibility statuses, in-school youth (ISY) and out-of-school youth (OSY). Each has its own eligibility criteria. Individual's age and school status at the time of eligibility determination dictate whether individuals are ISY or OSY. Participants maintain the same ISY or OSY status until they are exited.

## **A. In-School Youth**

An individual is eligible to participate in the In-School Youth program under the following guidelines:

1. 14-21 years of age
2. Low Income
3. At least one of these barriers (staff must document and record all barriers):
  - a) Pregnant or parenting, including non-custodial parents;
  - b) With a disability;
  - c) Offender – youth involved in any stage of juvenile or adult justice system;
  - d) Homeless or a runaway, who meet the criteria defined by the McKinney Vento Homeless Assistance or Violence Against Women Act;
  - e) Involved in any stage of the foster care system:
    - In foster care;
    - Aged out of the foster care system;
    - Attained 16 years of age and left foster care for kinship, guardianship, or adoption;
    - In an out-of-home placement; or
    - A child eligible for assistance under sec. 477 of the Social Security Act. (John H. Chafee Foster Care Independence Program).
  - f) Basic skills deficient (at or below 8th grade or unable to compute/read/write as defined in the local policy);
  - g) English language learner; or
  - h) Youth who needs additional assistance to complete an educational program or to secure and hold employment as determined by the Local Workforce Development Board.
4. Attending a school as defined by State law:
  - a) Youth attending the following institutions or programs are considered attending school for Youth Program eligibility determination:
    - A school registered with the NYS Education Department (NYSED), including but not limited to, public, private, charter and religious schools; or a home-school program where the participating youth is registered with the local school district.
    - A high school equivalency and dropout re-engagement program funded by the public K-12 school system. The four pathways to high school equivalency accepted in NYS are found at <http://www.acces.nysed.gov/hse/highschool-equivalency-hse>.

- Note that NYS residents must attend/participate in programs registered with NYSED to achieve a valid high school diploma or equivalency.
- b) Credit-bearing courses at a post-secondary school, including colleges, junior colleges, community colleges, two-year colleges, universities, professional and technical schools, and degree-granting institutions.
- c) Youth enrolled in the WIOA youth program during the summer and in between school years, are considered as attending school if they are registered to continue school in the fall.

## **B. Out-of-School Youth**

An individual is eligible to participate in the Out-of-School Youth program under the following guidelines:

1. 16-24 years of age
2. At least one of these barriers (staff must document and record all barriers):
  - a) High School dropout;
  - b) Within the age of compulsory school attendance but has not attended school for at least the most recent 45-day school calendar year quarter;
  - c) Pregnant or parenting, including non-custodial parents;
  - d) With a disability;
  - e) Offender – youth involved in any stage of juvenile or adult justice system;
  - f) Homeless or a runaway, who meet the criteria defined by the McKinney Vento Homeless Assistance or Violence Against Women Act;
  - g) Involved in any stage of the foster care system:
    - In foster care;
    - Aged out of the foster care system;
    - Attained 16 years of age and left foster care for kinship, guardianship, or adoption;
    - In an out-of-home placement; or
    - A child eligible for assistance under sec. 477 of the Social Security Act. (John H. Chafee Foster Care Independence Program).
  - \*h) Low-income and is a recipient of a high school diploma or its equivalent, and is basic skills deficient (at or below 8th grade or unable to compute/read/write as defined in the local policy);
  - \*i) Low-income and is a recipient of a high school diploma or its equivalent, and is an English language learner; or

- \*j) Low Income individual who needs additional assistance to enter or complete an educational program or to secure or hold employment (as defined in the local policy).

**\*Low-income status is only required when determining eligibility if the newly enrolled OSY is:**

- A recipient of a high school diploma or its equivalent, and is basic skills deficient;
  - A recipient of a high school diploma or its equivalent, and is an English language learner; or
  - Needs additional assistance to enter or complete an educational program or to secure or hold employment, as determined by the LWDB Policy governing the need for additional assistance.
3. Not attending any school as defined by State law, unless the school is specifically excluded by WIOA:
- a) Youth attending the following institutions or programs are excluded by WIOA, and considered not attending school for Youth Program eligibility determination:
    - An adult education program under WIOA Title II
    - Youth Build;
    - Job Corps; or
    - A high school equivalency and dropout re-engagement program not funded by the public K-12 school system.
  - b) Per State law, if a youth has not attended a school for at least the most recent complete school year calendar quarter (45 days) and is within the age of compulsory school attendance, the youth is considered as not attending school for the purposes of Youth Program eligibility determination.
  - c) Youth ages six to sixteen are required to attend school in NYS (or, if home-schooled, the youth must be registered with the local school district). Some school districts mandate the compulsory age of school attendance through age 17.
  - d) Youth enrolled in the WIOA youth program during the summer and not registered to continue school in the fall, are considered as not attending school.
  - e) Youth participant who is a NYS resident and enrolled in a secondary education program that is not registered with NYSED is considered as not attending school.

**Exception and Limitations for Youth Program Eligibility:**

- Exception for youth who are not low-income individuals: WIOA allows a low-income exception where up to five percent (5%) of WIOA youth may be participants who ordinarily would be required to be low-income for eligibility purposes and meet all other eligibility criteria for WIOA youth

except the low-income criteria. The 5% low-income exception applies to newly enrolled youth in a PY that are:

- All ISY, who ordinarily need to be low-income; and
  - OSY who fall into one of the following three low-income eligibility categories:
    - 1) Low-income, recipient of HS diploma or equivalency, and Basic Skills Deficient;
    - 2) Low-income, recipient of HS diploma or equivalency, and English Language Learner; and/or
    - 3) Low-income and needs additional assistance as defined by the LWDB. A program must calculate the 5% based on the percentage of newly enrolled youth in the Local Workforce Development Area's (LWDA's) Youth Program in a program year, who ordinarily would be required to meet the low-income criteria.
- Limitation: as per WIOA 20 CFR 683.250(c), no more than 5 percent of in-school youth may be made eligible under the "Needs Additional Assistance" barrier.
  - Percent of Youth Funding Allocation: at least 75 percent of the local area's total youth funding allocation must be used to provide activities to out-of-school youth.
  - 20 percent of all local area's total youth funds must be spent on work experience.

**Basic Skills Deficiency Policy**  
**(Youth, Adult, and Dislocated Worker Programs)**  
(Effective 11/2021)

**Purpose**

Low educational functioning levels can be a substantial barrier to educational and/or employment success. WIOA mandates, as part of the objective assessment, that all youth and adults are assessed to determine their basic skills and to learn of any basic skills deficiencies. This policy provides guidance by the Local Workforce Development Board (LWDB) to create local criteria for defining “basic skills deficient”.

**Background**

The Workforce Innovation and Opportunity Act (WIOA) Section 129(a)(1)(B)(III)(aa) states that Local Workforce Development Boards (LWDB) are required to assess the basic skills of workforce applicants for the WIOA Title I Youth, Adult, and Dislocated Worker programs. Per WIOA regulations at 20 CFR 681.290(b), LWDBs must create a basic skills deficiency policy. Individuals seeking services through the WIOA program will be assessed to determine their basic academic skill level at the point of eligibility and enrollment.

**(A) BASIC SKILLS DEFICIENT** – WIOA Section 3(5) defines “basic skills deficient” as :

- 1) A youth who has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test.
- 2) A youth or adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.

\* Note: Individuals who are English language learners meet the criteria for “basic skills deficient” and must be included in the priority populations for the Title I Adult program. (See TEGL 19-16).

**(B) Acceptable Assessment Tools Used to Determine Basic Skills Deficiency:**

- 1) To assess whether a youth has English reading, writing, or computing skills at or below the 8th grade level, formalized assessment instruments which are valid, reliable, and appropriate for the target population are to be implemented. The Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board will utilize the following standardized testing mechanisms:
  - a) TABE Online Version 9/10 and/or 11/12. TABE Online is cost effective, and easily administered and interpreted by staff.
  - b) HSE pre-test administered by an approved institution, if conducted within the past 6 months.
  - c) For In-School Youth (ISY), basic skills assessments provided by the participant’s educational institution can be used.

- 2) To assess if a youth or adult is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society, staff may make this determination while working with the applicant during the enrollment process when at least one of the following elements are observed (and therefore assessed):
- a) Individual is enrolled in a Title II Adult Education and Family Literacy Act program; this also includes enrollment in an English as a Second Language (ESL) class.
  - b) Individual lacks a high school diploma or equivalency, and is not enrolled in secondary education.
  - c) Individual is determined to be Limited English Skills proficient through staff-engagement and observation.
  - d) Staff observe deficient functioning in completing forms, assisting in the development of a service strategy, or behaviors in group discussion settings.
  - e) Information, in writing or through discussion with the individual, reveals that an educational institution evaluated a GPA of D or below within the previous six months.
  - f) Individual qualifies for Special Education services or has received an Individualized Education Program (IEP), which is the foundation of special education services.
  - g) A generally accepted standardized assessment results in English reading, writing, or computing skills at or below the 8th grade level.

**(C) Reasonable Accommodations** will be provided for individuals with disabilities, if required during the assessment process..

**(D) Documentation:** a copy of the completed screening tool, assessment test results, applicable records from the educational institution (transcripts, academic assessments, or other school documentation), and observations must be case noted and retained in the participant's case file. Each participant's basic skills deficiency status must be reported in the New York State Department of Labor's One-Stop Operating System (OSOS) to satisfy federal reporting requirements.

## **“Youth Who Need Additional Assistance to Complete an Educational Program or Secure and Retain Employment” Policy**

Effective: July 1, 2015

Youth who need additional assistance to complete an educational program or secure and retain employment includes youth within one or more of the following categories:

1. Has a Disability
2. Lacks work history, or has very limited work experience
3. Member of family receiving public assistance
4. Being raised by other than natural or adoptive parents
5. Child in a single parent family
6. Reside in public housing, or in high crime area, or in overcrowded conditions
7. Latchkey child
8. Recent immigrant
9. Must translate for family
10. Has language barrier
11. Responsible for sibling childcare
12. Has poor self-esteem
13. Has poor social skills
14. Exhibits inappropriate behavior
15. Has poor attitude
16. Lacks job readiness skills
17. Has poor time management skills
18. Has inappropriate grooming or dress
19. Has weak independent living skills
20. History of incarceration in family
21. History of drug and alcohol abuse in family
22. Part of an abusive family
23. Is receiving or needs guidance and counseling
24. Lacks career awareness and has no clear career goal
25. Is at risk of dropping out of school
26. Has unrealistic educational or employment goal
27. Has history of truancy, poor attendance, or habitual lateness
28. Has poor school grades
29. School phobic
30. Transportation problems

## **UNSATISFACTORY YOUTH PROVIDERS POLICY**

Effective: July 1, 2015

Youth providers that are determined to be unsatisfactory, as a result of program and performance monitoring and/or fiscal monitoring, will be addressed in the following way.

Significant monitoring findings, which must be reported to the Workforce Development Board and NSYDOL, will be communicated promptly. A corrective action report will be sent to the sub-recipient outlining the areas of non-compliance. The sub-recipient will then be instructed to correct the infraction within a 15-day period from the date of notification. If the sub-recipient needs additional time to take corrective action, or believes that the findings were unfounded, an appeal may be made no later than 7 business days from the date of notification. If an appeal does not occur, a monitor will return to the site to check whether or not corrective action was implemented, no later than 21 days from the date of notification. All follow-up information will be recorded and attached to the original monitoring report. If corrective action has been taken, original and follow up reports will be filed. Voluntary compliance agreements will be in writing; address each cited violation, specify the corrective remedial action to be taken within a stated amount of time; and provide assurance that continued violations will not occur. If corrective action has not been taken, this finding will be recorded and brought to the attention of the Fiscal Supervisor. A meeting with the sub-recipients will be scheduled to discuss the feasibility and cooperation of the agency in resolving the problems as well as the consequences if corrective action is not taken. Possible consequences would include the termination of the present contract and/or disallowance of future contracts. A notice of intent to revoke approval would be transmitted.

## **WIOA Youth Program Follow-Up Policy**

Effective: September 26, 2018

Follow-up services must be provided to all WIOA youth for a duration of not less than a duration of 12 months after the completion of participation. The types and duration of services must be based on the needs of the individual. A follow-up service provides support and guidance after placement to facilitate: 1) sustained employment and educational achievement; 2) advancement along a job and/or educational ladder; and 3) personal development.

A follow-up service should include more than just a contact attempted or made for securing documentation for the case file in order to report a performance outcome. Regular contact with the participant to ensure youth successfully continue in their placement of employment or post-secondary education may be a sufficient follow-up service as long as the case manager has assessed whether the participant needs anything beyond the regular contact and determined they do not need additional services. If a case manager learns from communication with the youth that he/she is, at that time, not in need of additional services or assistance, case managers must fully document the details of that conversation in the case file. This would include documenting the questions that led the case manager to assess the youth is not in need of services or assistance, such as those pertaining to whether or not a youth is in need of transportation, childcare, appropriate work attire, support or mentoring to retain employment or remain in education, health and/or mental health services, or any other services or assistance that can help a youth achieve goals outlined in his/her ISS.

The requirement for follow-up services of not less than twelve months must be included in all Youth Program Requests for Proposals and Youth Program Contracts. The Youth Program Unit shall review case files to ensure follow-up services occur for a minimum of 12 months following exit.

# **YOUTH WORK EXPERIENCE POLICY & PROCEDURAL GUIDANCE**

Policy Update: 11/2021

## **SUMMARY**

This policy proposes guidance and authenticates the process for successful delivery of WIOA-funded Work Experience (WEX) training opportunities for WIOA-eligible Youth program participants. WEX must provide a planned and structured learning experience with measurable training modules, including elements of both academic and occupational education. Exemptions to this policy must be approved in advance by the Director of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB).

## **REFERENCES**

WIOA Sections 129 (c)(2)(C) and 129 (c)(4); Title 20 CFR §681.590, Title 20 CFR §681.600, Title 20 CFR §681.610, Title 20 CFR § 681.620, Title 20 CFR §681.630.

## **BACKGROUND/JUSTIFICATION**

WIOA includes a major focus on providing youth with work experience opportunities for career exploration and skill development. Work experience for WIOA youth is defined as a planned, structured, time-limited academic and occupational learning experience provided in a workplace.

Work experience may be paid or unpaid, as appropriate, and may be provided in the private for-profit, non-profit, or public sectors. Local Youth programs must use at least 20% of the Youth funds allocated to the local area to provide youth participants with work experiences. Participant wages and staff costs must be tracked and reported as part of the local WIOA Youth financial reporting.

## **POLICY**

A Work Experience Agreement outlines the roles and responsibilities of the subcontracted WIOA Youth Service Provider, employer, and The Workforce Partnership (the program arm of the WDB) relating to the provision of work experience. WIOA requires WEX employers to provide certain assurances as part of the agreement, including an assurance that placement of a participant will not result in reduction of hours or displacement of employed workers, impairment of existing contracts or collective bargaining agreements, and/or infringement upon the promotional opportunities of current employees.

Wages are paid by the Division of Employment and Training (the fiscal arm of the WDB), and are paid directly to the participant, developing an employer/employee relationship between The Workforce Partnership and the WEX participant. Labor standards apply where an employee/employer relationship exists, as defined by the Fair Labor Standards Act. Employers are not monetarily compensated for worksite training services provided as part of the work experience.

WEX employers provide a participant with the employability skills and knowledge of employer expectations required for unsubsidized employment, as well as the specific skills or knowledge needed to perform the daily duties and tasks of a specific career. Each measurable skill to be learned is listed in the Work Experience Agreement via the Pre-Program Work Readiness Skill form and Worksite Assignment/Job Description Plan.

### **CATEGORIES OF WEX**

- Summer employment opportunities and other employment opportunities available throughout the school year.
- Pre-apprenticeship programs
- Internships and job shadowing
- On-the-job training opportunities

Work experience must be based on the identified needs of the individual youth but is not required to be attached to the youth's individual career or employment goal. The type and length of work experience training should be based on an objective assessment and service strategy outlined in the youth's ISS (i.e., youth exploring careers may benefit with shorter work experiences rather than youth who are learning good work habits).

### **WAGES**

Customers engaged in a paid WEX shall be compensated at an hourly wage not less than the state or local minimum wage, whichever is higher. An hourly wage may exceed the minimum wage based on the objectives of the WEX, type of work performed, skillset of the youth, and the skillset required for the WEX. Provisions for wages under the Fair Labor Standards Act (FLSA) apply to all youth participants employed under WIOA.

During the Work Experience component of the youth's participation, the youth is expected to record his/her attendance each day worked. Youth must enter the time work started upon arrival at the work location, and sign out when leaving for the day, including the time. Days should be completed as they occur and as they are worked, not all at once. Youth are paid only for time on the job, If the youth is ill or will be late, the youth must call the Worksite Supervisor or appropriate substitute informing the site before the regular work time or as soon after as is possible. If the job site allows a break, the youth must stay on the grounds of the job\* All of these conditions for employment are explained in the Participant Manual.

Timesheets cover a 2-week period. Breaks / lunch period\* if provided, must be noted at the top of each timesheet (e.g. 1 hour lunch) (see complete instructions for Payroll process)

### **OPERATIONAL PROCEDURES**

#### **Work Experience Process**

Before any youth can start a work experience the following items must be in place:

1. Completed and approved Youth Application

2. Completed and approved TOB Application (including W4 with documentation, 19 with documentation and disclosures for background check).
3. Approved Worksite Agreement with all necessary signatures for the site at which the youth will work. Work Experience Worksite Agreement will remain on file in the Town of Oyster Bay's Department of Human Resources (See Work Site Agreements).
4. Completed and returned Worksite Assignment — Job Description form
5. Orientation Verification signifying that the youth has read the Participant Handbook.
6. Supervisor Orientation Verification signifying that the Worksite Supervisor has read the Supervisor Handbook.
7. EEO/Grievance Policy read, signed, and returned to the Youth Program Coordinator.
8. Anti-Harassment and Discrimination packet read, acknowledgment signed and returned to the Youth Program Coordinator
9. Sexual Abuse Awareness Guidelines packet read, acknowledgment signed and returned to the Youth Program Coordinator.
9. Youth must be put on a PA (Personal Action form) at least 1 week prior to the first day of the Payroll Period in which the youth will begin working (See PA Procedure).

Work experience participants must meet WIOA program eligibility requirements, be enrolled into the WIOA Youth program, and have received an objective assessment resulting in the creation of an Individual Service Strategy (ISS) that documents the participant's need for a work experience. The WIOA Youth Service Provider and participant mutually review and determine the practicability of utilizing a work experience activity. The activity must focus on the formation of appropriate work habits and ethics to include an understanding of employer/employee relationships.

The selection of a worksite for work experience is determined by the needs of the participant and participating employer. When the Youth Service Provider identifies a potential worksite match between a participant and employer, Youth Service Provider staff will discuss the work experience opportunity with the participant and assess the participant's interest. For the work experience, the youth provider will:

- Arrange worksite interview(s) with the employer
- Complete a Work Experience Worksite Agreement
- Submit, update and/or revise the ISS
- Confirm that the justification for the work experience is in the participant's file and case notes (i.e., describe how the Work Experience matches the participant's needs and interests).

### **Work Experience (WEX) Agreement**

Every WEX activity will include a written, signed agreement (Work Experience Worksite Agreement) between the Town of Oyster Bay's Department of Intergovernmental Affairs and an authorized employer representative prior to the start of work. The Work Experience program requires that a Pre-Program Work Readiness Skills form and a Worksite Assignment/Job Description Plan to document the occupation, skills, and competencies to be learned be completed. In addition, the Work Experience process includes a Post-Evaluation Work Readiness

form (Participant Skills Gain Evaluation) which is used to document the participant's skills gains stemming from the work experience. Finally, the Work Experience program utilizes a Participant Evaluation form to record progress which will be completed by the employer at least twice during the youth's participation. The completed Pre-Program Work Readiness Skills form, Worksite Assignment/Job Description Plan, Participant Evaluation form(s), and Post-Evaluation Work Readiness Skill form (Participant Skills Gain Evaluation) must be placed in the participant's case file, with the data from these documents recorded in the Youth Access Database. The Workforce Partnership will provide all required forms to the Youth Service Provider/employer, as described above, as well as timesheets and follow-up forms.

Modifications to the Work Experience Agreement must be in writing, signed, and dated by all parties prior to the effective date of the modification. Verbal modifications are not acceptable. The Work Experience Agreement will remain on file at the Town of Oyster Bay's Department of Human Resources with a copy on file in the Massapequa Career Center.

### **Training Plan Elements**

A WEX program is not designed for long-term continued training within the occupation. A WEX contract must be limited to the period of time necessary for a participant to become proficient in the occupation for which the training is being offered. In deciding the appropriate length of the contract, consideration will be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's ISS. All determinations must be documented.

### **Documentation**

The Youth Service Provider will record all work experience activities into OSOS. Participant hard copy or scanned files must contain the required work experience documentation:

- Work Experience Agreement (on file at the Town of Oyster Bay's Department of Human Resources with a copy located in the Massapequa Career Center); a completed ISS; Pre-Program Work Readiness Skill form; Worksite Assignment/Job Description Plan; Participant Evaluation form(s); and Post-Evaluation Work Readiness Skill form (Participant Skills Gain Evaluation).
- Participant's WEX Timesheets - During the Work Experience component of the youth's participation the youth is expected to record his/her attendance each day worked. Youth must enter the time work started upon arrival at the work location, and sign out when leaving for the day, including the time. Days should be completed as they occur and as they are worked, not all at once. Youth are paid only for time on the job, If the youth is ill or will be late the youth must call the Worksite Supervisor or appropriate substitute informing the site before the regular work time or as soon after as is possible. If the job site allows a break, the youth must stay on the grounds of the job\* All of these conditions for employment are explained in the Participant Manual.

Timesheets cover a 2-week period. Breaks / lunch period. if provided, must be noted at the top of each timesheet (e.g. 1 hour lunch) (see complete instructions for Payroll process).

### **Work Rules**

In addition, conditions for immediate removal from a worksite are also outlined in the Participant Manual. These include excessive lateness or absence, leaving work without good cause, violating the rules or standards of behavior on your worksite, and participating in behavior that is illegal or dangerous to the youth or others.

### **Youth Case File**

All documentation relating to the selection of a youth for a WEX opportunity and the development and maintenance of the participant's WEX Training Plan shall be included in the participant's case file. Participant files must be made available to federal, state, and local monitors for compliance review.

### **Youth Evaluation Process**

Youth will be evaluated twice during the Work Experience component: once in July after about 3 weeks of participation and once at the end of the Work Experience in August. The first Evaluation Report is collected and submitted by the Agency Program Coordinator with the second payroll. It is advisable for Agency Coordinators / Worksite Supervisors to share information on the Evaluations with the youth as part of the learning process to highlight positive behavior and areas that may need improvement. The Final Evaluation Report is collected and submitted by the Agency Program Coordinator at the end of the final payroll. Both forms (supplied by the Youth Unit staff) should be distributed with enough time to allow for distribution to the sites (first Evaluation form at the beginning of the first payroll, the final Evaluation form at the beginning of the third payroll). Each report is to be completed by the Worksite Supervisor under which the youth works. At the start of the Work Experience, each supervisor should be given a copy of the Pre-Program Work Readiness Skill form advising him/her of the skill the youth must work toward improving. Supervisors are encouraged to add comments in the provided space at the bottom of the form. Note: All skills, not only the one selected for improvement should be rated on both Evaluation forms. When the forms are received by the Youth Program Coordinator, receipt will be recorded in the Youth Access Database, The form is kept in the youth's folder.

At the end of the Work Experience, the Post Evaluation Work Readiness Skill form should also be completed and submitted by the Agency Coordinator. The information on the form will be recorded in the Youth Access Database by the Youth Program staff and the form filed in the youth's folder.

### **Allowable Youth Program Expenditures**

- Wages or stipends paid for participation in a work experience;
- Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop the work experience;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience; Staff time spent evaluating the work experience;
- Participant work experience orientation sessions; Employer work experience orientation sessions;

- Classroom training or the required academic education component directly related to the work experience;
- Incentive payments directly tied to the completion of work experience; and
- Employability skills or job readiness training to prepare youth for a work experience.

#### **WDB - Monitoring**

- Monitoring at the local, state, and federal level will include oversight of the WEX training and corresponding employer payroll records.
- On-site monitoring visits shall be performed by the Youth Coordinator shortly after the participant begins WEX, with additional visits scheduled at appropriate intervals to be determined by length of the Participant Training Plan.
- Monitoring also includes a desk review by the Division of Employment and Training's fiscal unit of all correspondence from the employer, including WEX invoices and required documentation to support those invoices.
- The Youth Service Provider must consistently review each participant's progress toward meeting program and service strategy objectives, including the participant's gain of basic/occupational skills and the adequacy of supportive services provided, as related to WEX.
- Any deviations from the Work Experience Agreement shall be addressed and documented promptly.

#### **Exclusions**

Any exceptions to this policy must be approved by the WDB Director and documented in both the participant's and WEX employer's files.

#### **Attachments:**

1. Work Experience Worksite Agreement - Private
2. Work Experience Worksite Agreement - General
3. Individual Service Strategy (ISS)
4. Pre-Program Work Readiness Skill form
5. Worksite Assignment/Job Description Plan
6. Participant Evaluation form
7. Post-Evaluation Work Readiness Skill form (Participant Skills Gain Evaluation)
8. WEX Participant Timesheet

2021 - 2023 YOUTH EMPLOYMENT AND TRAINING PROGRAM

PRIVATE SECTOR WORKSITE AGREEMENT

NAME OF WORKSITE:

ADDRESS:

TELEPHONE:

WORKSITE OPERATOR:

This agreement is entered into by the Town of Oyster Bay, Department of Intergovernmental Affairs, Division of Employment and Training and the worksite, \_\_\_\_\_ (hereinafter referred to as “WORKSITE OPERATOR”) The WORKSITE OPERATOR agrees to implement a meaningful work experience program in accordance with the provisions of this Agreement. This Agreement consists of this sheet and such general and special assurances as are included herein. This Agreement shall become effective January 1, 2021 and terminate December 31, 2023.

**I WORKSITE OPERATORS’ RESPONSIBILITIES**

- A. Provide supervision for participants during the period beginning January 1, 2021 through December 31, 2023. The nature of the jobs shall be in accordance with the job description attached hereto.
- B. Maintain adequate time and attendance records for each participant using Town of Oyster Bay's Bi-weekly Time Sheet, and distribute paychecks to participants.
- C. Cooperate with Town of Oyster Bay coordinators and staff to assure the work experience of participants is in accordance with the program objectives.
- D. Comply with the federal rules and regulations governing the Workforce Innovation and Opportunity Act, and TANF work experience programs.
- E. Provide a substitute supervisor for times when the regular supervisor is absent.
- F. Provide enrollees with necessary work supplies and equipment.
- G. Provide full-time, mature, adult supervision of participants assigned to the worksite, as well as sufficient work activities to occupy participants during work hours.
- H. Provide alternate work for participants who work outdoors when there is inclement weather.

- I. Notify Division of Employment and Training staff IMMEDIATELY of the occurrence of an accident involving a participant by calling (516) 797-4567, (516) 797-7973 or (516) 797-4197.
- J. Not permit participants to operate motor vehicles.
- K. Develop clearly defined participant job descriptions including worksite locations, which outline enrollee functions and responsibilities using Town of Oyster Bay Worksite Assignment/Job Description form. Participants may not be transported by WORKSITE OPERATOR to multiple locations.
- L. Maintain a manageable ratio of enrollees per worksite supervisor (maximum of eight to one).
- M. Develop an enrollee orientation, which will include:
  - Overview of agency/worksite, its goals and objectives
  - Introduction to other worksite employees
  - Career guidance and information relating to enrollee's job description and responsibilities
  - Adherence to Town of Oyster Bay Anti-Discrimination, Workplace Violence, Anti-Harassment Policy and Procedures
  - Health and safety information
- N. Not discriminate against any assigned participant because of race, creed, color, national origin, sex, age, political affiliation or beliefs.
- O. Provide and maintain appropriate standards for health and safety in work and training situations.
- P. Provide an orientation for worksite supervisors prior to start of the program will be necessary.
- Q. Agree to release participants from their job responsibilities on those days that participants are required to report to school district/agency coordinator.
- R. Comply with the New York State Department of Labor Division of Labor Standards (Laws Governing Employment of Minors) and the Child Labor Requirements under the Federal Fair Labor standards Act.
- S. Not involve participants in any political activities, in contravention of Chapter 15 of Title V, United States Code.

- T. Not employ participants in the construction, operation or maintenance of such part of any facility as is used or will be used for sectarian instruction or as a place of religious worship.

## II DIVISION OF EMPLOYMENT AND TRAINING RESPONSIBILITIES

- A. Pay the salaries/wages of all participants it assigns to the worksite. Every effort will be made to assure that each participant receives his/her check on time.
- B. Maintain all employees' records for earnings and tax records.
- C. Procure and maintain Worker's Compensation with respect to participants placed at the worksite under this Agreement.
- D. WORKSITE OPERATOR will familiarize supervisors with goals and objectives of program, as well as rules and regulations.
- E. Provide WORKSITE OPERATORS with program orientation materials, Supervisor Handbook and any other needed materials.
- F. Provide in writing to worksites any additional restrictions regarding sectarian activities as may be promulgated by the U.S. Department of Labor.
- G. Provide copies of this Agreement to be supplied to WORKSITE OPERATOR.
- H. Division of Employment and Training will develop an orientation on Town of Oyster Bay Anti- Discrimination, Workplace Violence, Anti-Harassment Policy and Procedures.

## III GENERAL PROVISIONS

- A. The WORKSITE OPERATOR shall not ask for or receive financial consideration for providing the services described herein.
- B. Authorized Town of Oyster Bay staff and NYS Department of Labor monitoring and auditing representatives may at all times have access to and the right to visit the worksite to monitor the services being provided by the WORKSITE OPERATOR under this Agreement.
- C. If, in the opinion of the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, the WORKSITE OPERATOR fails to perform under this Agreement, the placement of participants may be terminated by the Division of Employment and Training.

- D. For the purpose of this Agreement, participants assigned to the worksite named in Section I of this Agreement shall be considered the employees of the Town of Oyster Bay, Department of Intergovernmental Affairs, Division of Employment and Training.
- E. Each participant assigned to the worksite will be economically disadvantaged as defined by the Department of Labor regulations.
- F. This Agreement shall reflect changes or amendments in federal regulations or program conditions.
- G. Participants will not be paid for absences, unworked hours or recreational activities.
- H. Participants will receive an amount at least equal to the New York State minimum wage per hour, for each hour worked for a maximum of 60 hours per bi-weekly pay period. Participants shall not work more than six hours per day. Those participants working five or more hours must receive a minimum of a thirty-minute unpaid break. WORKSITE OPERATOR will follow time and attendance policies as described in the orientation material.
- I. No private sector work experience position created as a result of this agreement will have the effect of displacing any employee or non-economically disadvantaged youth from jobs they normally secure.
- J. Economically disadvantaged youth will not be placed in positions that they could have obtained on their own.
- K. The purpose of the work experience shall not be to benefit the employer, although the employer benefits from the activities performed by the youth.

ACCEPTANCE OF THIS LETTER CONSTITUTES AN AGREEMENT ON THE PART OF THE WORKSITE AND THE TOWN OF OYSTER BAY TO ADHERE TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

\_\_\_\_\_  
BUSINESS REP/WORKSITE OPERATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMMISSIONER  
TOWN OF OYSTER BAY, DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

\_\_\_\_\_  
DATE

2021 - 2023 YOUTH EMPLOYMENT AND TRAINING PROGRAM

GENERAL WORKSITE AGREEMENT

NAME OF WORKSITE:

ADDRESS:

TELEPHONE:

WORKSITE OPERATOR:

This agreement is entered into by the Town of Oyster Bay, Department of Intergovernmental Affairs, Division of Employment and Training and the worksite \_\_\_\_\_ (hereinafter referred to as “WORKSITE OPERATOR” ) The WORKSITE OPERATOR agrees to implement a meaningful work experience program in accordance with the provisions of this Agreement. This Agreement consists of this sheet and such general and special assurances as are included herein. This Agreement shall become effective January 1, 2021, and terminate December 31, 2023.

I WORKSITE OPERATOR RESPONSIBILITIES

- A. Provide supervision for participants during the period beginning January 1, 2021 through December 31, 2023. The nature of the jobs shall be in accordance with the job description attached hereto.
- B. Maintain adequate time and attendance records for each participant using Town of Oyster Bay's Bi-weekly Time Sheet, and distribute paychecks to participants.
- C. Cooperate with Town of Oyster Bay coordinators and staff to assure the work experience of participants is in accordance with the program objectives.
- D. Comply with the federal rules and regulations governing the Workforce Innovation and Opportunity Act (WIOA), and Temporary Assistance Needy Families (TANF) work experience programs.
- D. Provide a substitute supervisor for times when the regular supervisor is absent.
- F. Provide enrollees with necessary work supplies and equipment.
- G. Provide full-time, mature, adult supervision of participants assigned to the worksite, as well as sufficient work activities to occupy participants during work hours.

- H. Provide alternate work for participants who work outdoors when there is inclement weather.
- I. Notify Division of Employment and Training staff IMMEDIATELY of the occurrence of any accident involving a participant by calling (516) 797-4567, (516) 797-7973 or (516) 797-4197.
- J. Not permit participants to operate motor vehicles.
- K. Develop clearly defined participants job descriptions including worksite locations, which outline enrollee functions and responsibilities using Town of Oyster Bay Worksite Assignment/Job Description form. Participants may not be transported by WORKSITE OPERATOR to multiple locations.
- L. Maintain a manageable ratio of enrollees per worksite supervisor (maximum of eight to one).
- M. Develop an enrollee orientation, which will include:
- Overview of agency / worksite, its goals and objectives
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  - Career guidance and information relating to enrollee's job description and responsibilities
  - Adherence to Town of Oyster Bay Anti-Discrimination, Workplace Violence, Anti-Harassment Policy and Procedures
  - Health and safety information
- N. Not discriminate against any assigned participant because of race, creed, color, national origin, sex, age, political affiliation or beliefs.
- O. Provide and maintain appropriate standards for health and safety in work and training situations.
- P. Provide an orientation for worksite supervisors prior to start of the program.
- Q. Agree to release participants from their job responsibilities on those days that participants are required to report to area coordinator.

- R. Comply with the New York State Department of Labor Division of Labor Standards (Laws Governing Employment of Minors) and the Child Labor Requirements under the Federal Fair Labor standards Act.
- S. Not involve participants in any political activities, in contravention of Chapter 15 of Title V, United States Code.
- T. Not employ participants in the construction, operation or maintenance of such part of any facility as is used or will be used for sectarian instruction or as a place of religious worship.

## II DIVISION OF EMPLOYMENT AND TRAINING RESPONSIBILITIES

- A. Pay the salaries/wages of all participants it assigns to the worksite. Every effort will be made to assure that each participant receives his/her check on time.
- B. Maintain all employees' records for earnings and tax records.
- C. Procure and maintain Worker's Compensation with respect to participants placed at the worksite under this Agreement.
- D. Ensure that WORKSITE OPERATOR familiarize supervisors with goals and objectives of program, as well as rules and regulations.
- E. Provide WORKSITE OPERATOR with program orientation materials, Supervisor Handbook and any other needed materials.
- F. Provide in writing to worksites any additional restrictions regarding sectarian activities as may be promulgated by the U.S. Department of Labor.
- G. Provide copies of this Agreement to be supplied to WORKSITE OPERATOR.
- H. Develop an orientation on Town of Oyster Bay Anti-Discrimination, Workplace Violence, Anti-Harassment Policy and Procedures.

## III GENERAL PROVISIONS

- A. The WORKSITE OPERATOR shall not ask for or receive financial consideration for providing the services described herein.
- B. Authorized Town of Oyster Bay staff and NYS Department of Labor monitoring and auditing representatives may at all times have access to and the right to visit the worksite to monitor the services being provided by the WORKSITE OPERATOR under this Agreement.

- C. If, in the opinion of the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, the WORKSITE OPERATOR fails to perform under this Agreement, the placement of participants may be terminated by the Division of Employment and Training.
- D. For the purpose of this Agreement, participants assigned to the worksite named in Section I of this Agreement shall be considered the employees of the Town of Oyster Bay, Department of Intergovernmental Affairs, Division of Employment and Training.
- E. Each participant assigned to the worksite will be economically disadvantaged as defined by the Department of Labor regulations.
- F. This Agreement shall reflect changes or amendments in federal regulations or program conditions.
- G. Participants will not be paid for absences, unworked hours or recreational activities.
- H. Participants will receive an amount at least equal to the New York State minimum wage per hour, for each hour worked for a maximum of 60 hours per bi-weekly pay period. Participants shall not work more than six hours per day. Those participants working 5 or more hours must receive a minimum of a thirty-minute unpaid break. WORKSITE OPERATOR will follow other time and attendance policies as described in the orientation material.

ACCEPTANCE OF THIS LETTER CONSTITUTES AN AGREEMENT ON THE PART OF THE WORKSITE OPERATOR AND THE TOWN OF OYSTER BAY TO ADHERE TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

\_\_\_\_\_  
WORKSITE OPERATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMMISSIONER  
TOWN OF OYSTER BAY  
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

\_\_\_\_\_  
DATE

(Work Experience – Attachment 3)

**WIOA IN- AND OUT-OF SCHOOL YOUTH PROGRAM  
INDIVIDUAL SERVICE STRATEGY (ISS)**

Applicant Name \_\_\_\_\_ Agency \_\_\_\_\_ Date \_\_\_\_\_

Employment / Education Goal: \_\_\_\_\_

Please check all Program Elements in which the Youth will participate.

\* Required

	PLANNED PROGRAM ELEMENT	YES
1	Tutoring, study skills training, instruction leading to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized post-secondary credential.	
2	Alternative secondary school services, or dropout recovery services, as appropriate	
3	Work Experience *	
4	Occupational skills training leading to a recognized post-secondary credential that aligns with in demand industry sectors/occupations in the local area involved	
5	Education offered concurrently with and in the same context as workforce preparation activities / training for a specific occupation/occupational cluster	
6	Leadership development opportunities, community service and peer centered activities encouraging responsibility, positive social and civic behaviors	
7	Supportive services necessary to enable the individual to participate (eg. assistance / accommodations in educational testing, travel training, child care)	
8	Adult mentoring for a duration of at least 12 months after completion of participation in program	
9	Follow up services for at least 12 months after completion of participation in program *	
10	Comprehensive guidance / counseling, which may include drug / alcohol abuse counseling, as well as referrals to counseling, as needed	
11	Financial literacy education (at least 1 complete / saved budget in CZ) *	
12	Entrepreneurial skills training	
13	Services providing Labor Market Information (LMI) / employment information about in demand industry sectors / occupations in local (at least 3 occupations saved as favorites in CZ, at least 1 Work Importance Profiler (WIP) completed and saved in CZ) *	
14	Activities to prepare for and transition to post-secondary education / training/employment	
15	Literacy / Numeracy remediation in Reading and / or Math	

In the provided space, set out the plan whereby the Youth will progress toward his/her educational/employment goals including all appropriate achievement objectives and services.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Participant Signature \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

3/2020

(Work Experience – Attachment 4)

THE WORKFORCE PARTNERSHIP  
 977 HICKSVILLE ROAD, MASSAPEQUA, NEW YORK 11758  
 YOUTH EMPLOYMENT & TRAINING PROGRAM  
 Tel: (516) 797-4567

WORK READINESS SKILL

Program Provider \_\_\_\_\_ Coordinator \_\_\_\_\_

\_\_\_\_\_ has had limited or no competitive employment experience  
 Print Name of Participant  
 and is lacking knowledge of the following employability soft skills.

**Select one skill as a goal for improvement:**

**Rate the selected skill:**

ATTITUDE	Toward job, co-workers and supervisors
MOTIVATION AND INTEREST	
FOLLOWS INSTRUCTIONS	
RELIABILITY	Attendance and punctuality
PERSONAL APPEARANCE	Grooming and cleanliness
COMMUNICATION SKILLS	Job related
RESPONSIBLE	Dependable and trustworthy

EXCELLENT
GOOD
FAIR
POOR
MINIMAL

Date \_\_\_\_\_

Pre-program

7/2020

(Work Experience – Attachment 5)

THE WORKFORCE PARTNERSHIP  
977 HICKSVILLE ROAD, MASSAPEQUA, NEW YORK 11758  
YOUTH EMPLOYMENT & TRAINING PROGRAM  
Tel: (516) 797-4567 • Fax (516) 797 - 7862

**WORKSITE ASSIGNMENT / JOB DESCRIPTION**

Non- Profit	<input type="checkbox"/>
Public Sector	<input type="checkbox"/>
Private Sector	<input type="checkbox"/>

Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency Coordinator: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Worksite: \_\_\_\_\_

Worksite Address: \_\_\_\_\_  
Number & Street                      Town & State                      Zip

Worksite Supervisor's Name: \_\_\_\_\_

Supervisor's Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**OCCUPATIONAL CATEGORY**

- |  |   |                                       |
|--|---|---------------------------------------|
| <input type="checkbox"/> Clerical/Office | <input type="checkbox"/> Construction / Maintenance | <input type="checkbox"/> Daycare      |
| <input type="checkbox"/> Custodial       | <input type="checkbox"/> Classroom Aide             | <input type="checkbox"/> Auto body    |
| <input type="checkbox"/> Health Care     | <input type="checkbox"/> Counselor / Recreation     | <input type="checkbox"/> Retail/Stock |
| <input type="checkbox"/> Food Service    | <input type="checkbox"/> Animal Care                | <input type="checkbox"/> Other _____  |

Participant's Work Schedule: \_\_\_\_\_

Participant's Job Duties and Responsibilities:

What Equipment, Tools or Materials Will the Participant Learn to Use on This Job?

7/2020

(Work Experience - Attachment 6)

THE WORKFORCE PARTNERSHIP  
 977 HICKSVILLE ROAD, MASSAPEQUA, NEW YORK 11758  
 YOUTH EMPLOYMENT & TRAINING PROGRAM  
 Tel: (516) 797-4567

**EVALUATION REPORT**

PARTICIPANT \_\_\_\_\_

WORKSITE \_\_\_\_\_

AGENCY / DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_

Please evaluate each of the participants. Your evaluation provides us with essential information relative to the enrollee's progress in acquiring positive attitudes, work habits and skills. Please complete both sections.

QUALITIES		Excellent	Good	Fair	Poor
ATTITUDE	Toward job, co-workers and Supervisors				
MOTIVATION & INTEREST					
FOLLOWS INSTRUCTIONS					
RELIABILITY	Attendance and punctuality				
PERSONAL APPEARANCE	Grooming and cleanliness				
COMMUNICATION SKILLS	Job related				
RESPONSIBLE	Dependable and trustworthy				

**Please describe the participant's progress.** Is the participant motivated; does he/she participate as a team member; what **skills** are being developed; are there changes in problem solving skills, communication abilities, or basic skills?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Worksite  
 Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

4/2018

THE WORKFORCE PARTNERSHIP  
977 HICKSVILLE ROAD, MASSAPEQUA, NEW YORK 11758  
YOUTH EMPLOYMENT & TRAINING PROGRAM  
Tel: (516) 797-4567

WORK READINESS SKILL

Program Provider \_\_\_\_\_ Coordinator \_\_\_\_\_

\_\_\_\_\_ has participated in a work experience program through  
Print Name of Participant  
the Summer Youth Employment Program (SYEP) and has shown improvement in the preselected soft skill.

**Select one skill as a goal for improvement:**

**Rate the selected skill:**

ATTITUDE	Toward job, co-workers and supervisors
MOTIVATION AND INTEREST	
FOLLOWS INSTRUCTIONS	
RELIABILITY	Attendance and punctuality
PERSONAL APPEARANCE	Grooming and cleanliness
COMMUNICATION SKILLS	Job related
RESPONSIBLE	Dependable and trustworthy

EXCELLENT
GOOD
FAIR
POOR
MINIMAL

Date \_\_\_\_\_

**42**

TANF 863   
WIOA – ISY 861   
WIOA – OSY 865

**The Workforce Partnership**  
301 West Old Country Road  
Hicksville, NY 11801  
**2021 Youth Employment and Training Program**  
**Bi – Weekly Time Sheet**

½ hour break   
1-hour break   
No break   
**Check break**

PARTICIPANT \_\_\_\_\_ AGENCY \_\_\_\_\_

WORKSITE \_\_\_\_\_

DATE	IN	OUT	TOTAL	PARTICIPANT'S NAME
THURSDAY SEPT 23, 2021				
FRIDAY SEPT 24, 2021				
SATURDAY SEPT 25, 2021				
SUNDAY SEPT 26, 2021				
MONDAY SEPT 27, 2021				
TUESDAY SEPT 28, 2021				
WEDNESDAY SEPT 29, 2021				
THURSDAY SEPT 30, 2021				
FRIDAY OCT 1, 2021				
SATURDAY OCT 2, 2021				
SUNDAY OCT 3, 2021				
MONDAY OCT 4, 2021				
TUESDAY OCT 5, 2021				
WEDNESDAY OCT 6, 2021				
<b>TOTAL HOURS</b>	-----	-----		

**IMPORTANT:** Report times in **WHOLE** or **HALF HOURS** ONLY!

**I hereby certify that the above information is in agreement with our records.**

Supervisor's Signature: \_\_\_\_\_

**I hereby certify that the above information is correct, that I worked the hours as stated and that I am not entitled to pay for any other hours during this payroll period.**

Participant's Signature: \_\_\_\_\_

12/17/19

**SUPPORTIVE SERVICES AND NEEDS-RELATED PAYMENTS POLICY**  
**(Title I Youth Participants)**  
(Effective – 11/2021)

**SUMMARY**

The Oyster Bay-North Hempstead-Glen Cove Local Workforce Board has established principles and procedures for providing supportive services to youth participants enrolled in federally funded programs under the Workforce Innovation and Opportunity Act (WIOA). Additionally, WIOA calls for the Local Board, in partnership with the One-Stop partners and community service providers, to effectively coordinate resources and the provision of supportive services.

**REFERENCES**

TEGL No. 21-16, WIOA Section 3 (59), WIOA Section 129(c)(2), WIOA Section 134(c)(3), Title 20 CFR §681.570, Title 20 CFR §681.580, and Title 20 CFR §680.940.

**BACKGROUND/JUSTIFICATION**

The Workforce Innovation and Opportunity Act, in Section 3 (59), generally defines a supportive service as “services such as transportation, childcare, dependent care, and housing, which are necessary to enable an individual to participate in activities authorized under this Act.” A participant may receive Career or Training Assistance during program participation, provided that the support is determined necessary to facilitate or continue participation and/or maintain or increase employability by reducing barriers and establish employment eligibility.

Furthermore, the provision of Supportive Services must be assessed as:

- Reasonable – both in cost and the item being purchased
- The last resort when utilizing WIOA funds:
  - Participant cannot afford to pay for the expense
  - No other resources are available (family, community, other agencies)
- A required item when assisting with payment of tools, books, and supplies, etc.

**POLICY**

For WIOA Title I Youth, supportive services are among the 14 required program elements and must be available to all registered participants.

Supportive services are one mechanism available to support participation in program services and/or activities to secure and retain employment or post-secondary education. Registration, pursuant to the provisions of the program of enrollment, is an absolute prerequisite to the delivery of supportive services.

Provision for supportive services must establish internal controls that result in equitable treatment, maximize allocations, and ensure coordination with, and referral of participants and applicants to, other community resources.

Supportive services are not entitlements and shall be provided based on a documented financial assessment and/or individual circumstances, the absence of other resources, and the availability

of program funds. Reimbursement shall be for actual costs. When assistance is provided, there must be a reasonable expectation that the assistance will resolve the situation; and that on-going payment will not be required.

If the support is required to participate in training (occupational skills training), it is not considered a “supportive service”, but considered part of the ITA training cost. If it is not required for training, but necessary to continue training or gain employment it is considered a “supportive service”. For work-based learning trainings (OJT, WEX, Internships, Apprenticeships), the items required to participate in the training are considered supportive services and should be charged accordingly.

Allowable training expenses affiliated with training paid by programs other than WIOA Title I, such as Trade Adjustment Assistance (TAA) or Youth Build can be funded by WIOA Title I as a supportive service if the participant is also eligible for and enrolled in a WIOA Title I program.

## **PROCEDURES**

1. The participant must be enrolled and actively participating in a program to receive supportive services.
2. Supportive services may be provided to youth when it is necessary for participation in services and is tied to a specific workforce activity. Supportive services will be provided to assist with unmet needs.
3. Supportive services will be considered only after the participant and the WIOA Youth Service Provider have sought out all other non-WIOA resources.
4. Supportive services must be requested by a youth participant, or by a Youth Service Provider and/or parent or guardian advocating on behalf of the youth.
5. The youth must complete and sign a “Request for Supportive Services Form”, describing the type of supportive service and justification for receipt of such service.
6. The request will be submitted to the Youth Coordinator who will make an individual determination of need, based on the results of an objective assessment and financial appraisal.
7. Youth must complete and submit all necessary supporting documentation and forms, in a timely manner in order to receive supportive services.

## **DOCUMENTATION**

As a part of the assessment, program staff will determine a participant’s need for supportive services and appropriate resources. The Individual Service Strategy (ISS) for WIOA Youth must document the supportive services needed to address barriers to a participant’s employment goals and how such services will improve participation. Case notes will be made in both the participant file and OSOS outlining the justification for award of such services.

Prior to providing a supportive service with WIOA funds, the Youth Coordinator must ascertain if community referrals were made, and all other resources were exhausted. Documentation from each resource explored will be uploaded into the participant’s file in order to prove a reasonable effort was made to determine and choose the lowest, competitively priced service available.

Purchases will follow the following fiscal mandates:

1. All supportive services must have been requested and approved by the Youth Coordinator prior to the participant receiving or obtaining the goods or services. Backdated expenditures are not allowed.
2. Some Supportive Services can be purchased and issued by the Youth Service Provider if covered under the Youth Subrecipient Agreement. Metro cards (bus passes) are addressed in this manner.
3. If a youth makes the purchase, he/she will be advised to provide the Youth Coordinator with a minimum of two (2) quotes prior to the purchase to ensure the purchase is reasonable. Payment verification includes itemized receipts containing the name of the purchaser, purchase detail, date of purchase, and total cost. Redeemed checks, vouchers, and credit card statements are also acceptable.
4. Attendance sheets to verify participation in the activity which requires the supportive service.
5. All receipts and payment documentation will be reviewed and tracked by the fiscal unit of the Division of Employment and Training.
6. The documents will then be submitted to the Town of Oyster Bay's Payroll Division for processing.
7. Payment will be made to youth participants by check.

## **ELIGIBILITY REQUIREMENTS**

The following are supportive service eligibility requirements for youth participants:

- Individual must be a WIOA eligible youth participant.
- Participant must be unable to obtain supportive services through other programs providing such services.

## **APPROVED SUPPORTIVE SERVICES**

- a) Linkages to community services
- b) Assistance with transportation:
  - Payment of \$10 per day for transportation may be provided to income-eligible youth on a bi-weekly basis (maximum family income must not exceed 200% of the Poverty Level or 140% of Lower Living Standard Level). Please refer to the Adult and Dislocated Worker Supportive Services Policy for Family Size and Income Guidelines for Transportation Eligibility determination.
  - Transportation expenses may be provided for participants to attend training, work experience, or other youth activities where traveling is required. Transportation costs are authorized for mileage reimbursement, actual fuel cost, or public transportation.
- c) Assistance with educational testing including payments and fees for employment and training-related applications, tests, and certifications. Payments or fees could include fees for state registered occupations (i.e.: nurse, CNA, childcare, or other health care occupations) or other recognized certifications that require a fee. Fee will only be paid one time all reoccurrences of fees is the participant's responsibility.

- d) Unions and Registered Apprenticeships Fees - a WIOA youth participant applying to a union and/or registered apprenticeship may receive assistance for non-employer paid, non-refundable costs required for initial admittance or participation in the program. These costs may include application fees, initial dues (one month only), and/or required clothing/shoes. Supportive services funds may only be used if the expenses are a requirement for participation in training and/or a reasonable condition of employment.
- e) Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear. Purchasing uniforms or other appropriate work-related attire or supplies, could include interviewing clothing or required clothing or supplies for employment such as protective eye wear, steel toe boots, business suit, work jeans, uniform, required tools, or items required by the employer for employment and allowable under this policy.
- f) Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes.
- g) Reasonable accommodations for individuals with disabilities
- h) Finger Printing
- i) Evaluation of Foreign Credentials (not to include expedited mailing charges)
- j) Translation assistance could include interpreting services or document translation services.
- k) Referral to healthcare
- l) Grooming supplies/services could include hair cut or personal hygiene items such as shampoo, soap, toothpaste, or toothbrush.
- m) Needs Related Payments - to be eligible for NRPs, an Out-of School Youth (18-24) must:
  - o Be co-enrolled in the Adult Program (20 CFR 681.430)
  - o Be unemployed
  - o Not qualify for, or have ceased qualifying for, unemployment compensation;
  - o Be enrolled in a program of training services under WIOA section 134.
- n) Other supportive services, as needed, approved by the WDB prior to expenditure

Child and Dependent Care and Housing Assistance shall not be funded under this policy. Participants requiring these services shall be referred to other resources, including but not limited to the Nassau County Department of Social Services.

### **DISALLOWED SUPPORTIVE SERVICES**

- a) Supportive services purchased prior to the participant's program enrollment
- b) Fines and penalties such as traffic violations, late fees, and interest payments
- c) Entertainment, including tips, theater tickets, restaurant gift cards, sporting events, or other venue where entertainment is the sole purpose
- d) Contributions or donations
- e) Vehicle payments
- f) Refundable deposits
- g) Alcohol, tobacco products, marijuana, and other controlled substances
- h) Food (meals, groceries)
- i) Pet products
- j) Items for family members or friends

- k) Membership fees (e.g., fitness or social club memberships, annual fees on personal credit cards).
- l) Out-of-state job search and relocation expenses that are paid for by the prospective employer, or the employer who has laid off the individual.
- m) Any other item that is not required for the participant to successfully complete their training and employment goals.

### **POLICY EXCEPTIONS**

Under limited circumstances, the Oyster Bay-North Hempstead-Glen Cove WDB may grant exceptions to requirements with this policy. Requests for exceptions may be submitted to the WDB Director. Requests should include the following data:

- The specific policy requirement for which an exception is being request;
- A clear summary of the exception being requested ad the reason for the exception; and
- The name and OSOS ID of the participant for which an exception is being requested.

### **PROVISION OF SUPPORTIVE SERVICES DURING TWELVE (12) MONTH FOLLOW-UP**

Per WIOA Section 129(c)(2)(1) follow-up of youth must be provided for a twelve (12) month period following their exit from the program. Furthermore, supportive services is a WIOA title I Youth program element that may be provided during follow-up as discussed in 20 CFR 681.580. If supportive services are provided as a follow-up service, they do not extend the date of exit.

Supportive services may only be provided to a youth in follow-up when it supports the youth's placement in employment or education, even if it is not WIOA-funded education/training, or when it supports the youth's attainment of a degree or certificate; contingent upon required documentation being collected.

Post-exit supportive services may be provided for up to one (1) year following exit for youth participants. Post-exit supportive services must be related to obtaining or maintaining employment or post-secondary education. Supportive services are allowable for follow-up and must be documented in case notes as to why the support will help maintain or secure employment or post-secondary education. Supportive services provided during follow-up must adhere to the same procedures as a current participant except that the service must be entered in OSOS as a "post-program supportive service".

Attachment: Youth Request for Supportive Services Form

(Youth Supportive Services – Attachment)

**OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE LWDA YOUTH REQUEST FOR SUPPORTIVE SERVICES FORM**

PARTICIPANT NAME: \_\_\_\_\_ OSOS ID: \_\_\_\_\_ OSY: \_\_\_\_\_ ISY: \_\_\_\_\_  
YOUTH SERVICE PROVIDER: \_\_\_\_\_

**SUPPORTIVE SERVICE CATEGORY AND TYPE/PURPOSE**

LINKAGES TO COMMUNITY SERVICES (PURPOSE): _____	FINGER PRINTING (PURPOSE): _____
TRANSPORTATION (TYPE): _____	EVALUATION OF FOREIGN CREDENTIALS (PURPOSE): _____
EDUCATIONAL TESTING (TYPE): _____	TRANSLATION SERVICES (TYPE): _____
FEES FOR EMPLOYMENT AND TRAINING-RELATED APPLICATIONS, TESTS, CERTIFICATIONS, AND LICENSES (TYPE): _____	REFERRAL TO HEALTHCARE (PURPOSE): _____
UNIFORMS/WORK ATTIRE (TYPE): _____	GROOMING SUPPLIES/SERVICES (TYPE): _____
EQUIPMENT/TOOLS (TYPE): _____	EMERGENCY ASSISTANCE, i.e. CHILDCARE, HOUSING, RENT, MORTGAGE, UTILITIES, LEGAL AID (REASON): _____
BOOKS, FEES, SCHOOL SUPPLIES, NOT INCLUDED IN TUITION COST (TYPE): _____	NEEDS-RELATED PAYMENTS (REASON): _____
REASONABLE ACCOMMODATIONS (TYPE): _____	OTHER (EXPLAIN): _____

Are non-WIOA Title I resources available? YES: \_\_\_\_\_ NO: \_\_\_\_\_ What WIOA Title I service/activity does this support: \_\_\_\_\_  
Reason for request: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Youth Service Provider Signature/Title \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

For those supportive services approved - place an "a" next to the service; for those supportive services disapproved - place a "d" next to the service.  
Reason for determination: \_\_\_\_\_

WOA Authorization (print name & title): \_\_\_\_\_ Signature/Date: \_\_\_\_\_

(A completed copy of this form must be provided to the participant and Youth Service Provider; and one copy placed in participant file)

REV: 10/2021

# YOUTH INCENTIVE POLICY

(Effective 11/2021)

## SUMMARY

Incentive payments to WIOA Title I youth participants are permitted for recognition and achievement directly tied to training activities and work experiences. Incentive payments are provided to WIOA enrolled participants for recognition and achievement of a specific educational or training performance.

## REFERENCES

The provision of WIOA Title I funded incentives for WIOA Title I enrolled youth is described in TEGL 21-16, Title 20 CFR §681.640 and ESD Policy 5621, Rev. 2. The provision of incentives must comply with the Cost Principles in Uniform Guidance at 2 CFR part 200.

## BACKGROUND/JUSTIFICATION

The criterion for incentive awards is tied to the youth performance outcomes as established by WIOA. Incentives may be awarded to participants based upon their progress and/or achievement of milestones in the program tied to work experience, education, or training outlined in their Individual Service Strategies (ISS) and/or Pre-Program Work Readiness Skill form (Employment Plan). The inclusion of Youth Incentives to improve outcomes will be explored with all subcontracted Youth Service Providers.

## POLICY

A participant may receive more than one (1) incentive for the achievement of multiple outcomes during enrollment in youth services. No incentives will be awarded to participants during the 12-month follow-up period or after the participant has exited follow-up. Due to availability of funds, incentive amounts may vary throughout a program year. The total dollar amount a participant can receive in incentives shall not exceed \$1,000 per program year dependent on funding availability.

Prior to the commencement of the youth program, a written request to award incentives to participants must be prepared by the Youth Service Provider (with supporting documentation) and submitted to The Workforce Partnership Youth Coordinator for approval. The request must include the performance goal, a description of the incentive to be provided, in what manner the incentive will contribute to the participant's success, and timelines for implementation. Once approved, the Youth Coordinator must document the justification for the incentive (with supporting documentation) in the participant's hard copy file, in the Youth Access Database, and case noted in OSOS validating that the proper criteria for the disbursement of the incentive has been met.

## PROCEDURES

Incentives may be utilized for the following milestones:

1. **High School Equivalency Credential Incentive Award:** for those participants who earn their high school equivalency credential after the date of participation, or at any point during the program. A copy of diploma or transcript showing graduation must be submitted. (Attainment of a High School Equivalency - \$100).
2. **High School Diploma Incentive Award:** Participants, enrolled in education at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a high school diploma. Documentation, including a copy of the diploma or transcript showing graduation must be submitted. (Attainment of a High School Diploma -\$100).
3. **Post-Secondary Degree and/or Certificate Credential Incentive Award:** participants, enrolled in education at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a degree or credential through advanced training or post-secondary education. Documentation to receive the incentive must be either a copy of the diploma, certificate, or transcript. (Attainment of a Post-Secondary Degree/Certificate - \$100)
4. **High School Grades Incentive Award:** participants, enrolled in high school at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a grade of "C" or better, in each subject, at the end of each formal grading period. This award shall be given no more than once per school quarter. High School Grade Incentives will not be paid for "C" or better grades at the end of any formal grading period in which the participant earned "F" or "Failing" grades for any High School class/course. Participants will be eligible to receive: \$15 for A's, \$10 for B's, and \$5 for C's. In order to receive the incentive, documentation in the form of a formal grade card will be submitted. Participants enrolled in both high school and college courses simultaneously will be eligible for incentives pertaining to high school grades only.
5. **Adult High School Grades Incentive Award:** participants, enrolled in adult high school at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a passing grade in each subject, upon completion of course. Participants will be eligible to receive: \$25 for A's, \$20 for B's, and \$10 for C's. In order to receive the incentive, documentation in the form of a formal grade card will be submitted. Participants enrolled in both high school and college courses simultaneously will be eligible for incentives pertaining to high school grades only.
6. **Advanced Training/Post-Secondary GPA Incentive Award:** participants, enrolled in education at the date of participation or at any point during the program, are authorized to receive an incentive award for earning a GPA, with the amount of the award based on the specific GPA score. Provisions for award shall be for each subject, at the end of each formal grading period. This award shall be given no more than once per school quarter if on quarter system or once per semester if on semester system. Participants will be eligible to receive: \$40 for 4.0, \$35 for 3.5-3.9, \$30 for 3.0-3.49, \$20 for 2.5-2.9. Participants enrolled in both high school and college courses simultaneously will be eligible for incentives pertaining to high school grades only. In

order to receive the incentive, documentation in the form of a copy of the transcript will be submitted.

7. **Literacy and Numeracy Gains Incentive Award:** participants, whose initial TABE results demonstrate basic skills deficiency, as defined as an Educational Functional Level of 4.0 or lower (< 9.0 grade level equivalency) in one or more of the three functional areas (math, reading or language), at the date of participation or at any point during the program are authorized to receive an incentive for increasing one or more EFL in any deficient area.
  - Participants are eligible to receive a \$50 incentive for each attainment of a full one-point increase in an EFL previously determined basic skill deficient.
  - Those participants who achieve an EFL of 5.0 or higher (9.0 or higher grade level equivalency) in one of the three functional areas, previously determined basic skill deficient, will be eligible for a one-time incentive of \$100 in that area in lieu of the \$50 incentive.
8. **Workplace Readiness Class, Financial Literacy Education, Entrepreneurial Skills Training Incentive Award:** to qualify for this incentive, the following items must be met. Youth must attend a minimum of 4 hours of workplace readiness, financial literacy, or entrepreneurial training classes. A pre- and post-test should be administered and will serve as documentation to measure gains and should be placed in file. Incentives will be paid to customers who attend classes, complete pre- and post-tests, and show a measurable gain on post-test administered. All youth enrolled in workplace readiness classes should create a portfolio consisting of a cover letter, resume, sample application, and follow-up letter. It is also encouraged that youth participate in some form of a mock-interview. The amount of this incentive is \$50. Documentation includes attendance sheets; pre- and post- test scores; portfolio.
9. **Work-Based Activity Incentive Award (Work Experience, OJT, or Internship):** participants who take part in a work experience, OJT, or internship associated with an ISS identified goal and receive a satisfactory assessment on their final performance review during WIOA Youth participation are authorized to receive an incentive award. The amount of the incentive is \$50. Documentation must be in the form of a participant evaluation form.
10. **Placement in Employment Incentive Award:** \$50.00 Documentation Required: Youth participants who enter employment are eligible for this incentive by providing a copy of their first paycheck or letter of hire if provided by employer.
11. **Retention of a Job for Ninety Days Incentive Award:** \$50.00 Documentation Required: Youth participants who have retained employment for 90 days must provide pay stubs showing they were employed by the same employer for a 90-day period or a letter/email from their employer stating that they have been employed for the past 90 days.

## **DISALLOWED COSTS**

- WIOA funds may not be used for incentives for recruitment and eligibility documentation
- Incentives may not include entertainment, such as movie or sporting tickets or any other venues whose sole purpose is entertainment.

Attachment: Incentive Request Form



## **BUDGET MODIFICATIONS POLICY**

Effective: July 1, 2015

### **Annual Workforce Innovation and Opportunity Act Budget**

The Local Workforce Development Board is responsible for developing a budget for the purpose of carrying out the duties of the board, subject to chief elected official approval. The Local Workforce Development Board shall oversee the development of the master budget, and any modifications thereto, which creates a framework for the annual plan.

### **Sub-recipient Contract Budgets (Youth Programs)**

The sub-recipient may at any time during the term of the Contract request a modification of budget lines. In no case may a total contract amount be increased. Requests for modifications must be in writing to the Commissioner of Intergovernmental Affairs, specifying the changes sought and the reason for the changes. The Division of Employment and Training shall review the request for modification in terms of the appropriate laws, regulations, and program goals.

Substantial youth contract modifications shall be reviewed by the Youth Council. Youth contract budget lines may be modified through a letter of agreement modification. The letter of agreement modification includes a letter that describes the modification elements requested, the modification elements approved, and a justification explaining the reasoning that supports the elements that are approved for change. The letter will include signature lines for the Commissioner of Intergovernmental Affairs and the contractor.

## PROCUREMENT POLICY

Effective Date: July 1, 2015

### A. Procurement authority/responsibility and delegation.

The purpose of this manual is to document the policies of the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training (Division) for the selection of service providers in accordance with 29 CFR 97.36; the Local Plan under the Workforce Innovation and Opportunity Act of 2014; the U.S. Department of Labor's One-Stop Comprehensive Financial Management Technical Assistance Guide; and the procurement policies and procedures established by the Town of Oyster Bay in accordance with General Municipal Law, Section 104-b which requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of General Municipal Law, Section 103, or any other law.

The Division administers programs under the Workforce Innovation and Opportunity Act (WIOA) for the duly designated Workforce Development Area encompassing the Towns of Oyster Bay and North Hempstead and the City of Glen Cove. Pursuant to a Multi-Jurisdictional Agreement dated January 23, 2019, for the purpose of administering programs under said law, the Supervisor of the Town of Oyster Bay was designated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities in the administration of these programs. The Supervisor has designated the Workforce Development Board, which has responsibility for policy and program guidance and the selection of services providers. Furthermore, the Town of Oyster Bay's Department of Intergovernmental Affairs Division of Employment and Training has been designated by the Consortium through the Supervisor of the Town of Oyster Bay to administer required programs under the said law.

The Division utilizes the procurement procedures of the Town of Oyster Bay. All small purchases and sealed bids and sole source procurements for other than training programs or services are conducted directly by the Purchasing Division of the Town; competitive Requests for Proposals and Quotes are conducted directly by the Division in line with the policies and procedures of the Town.

### B. General Policy of Competition

All procurement transactions regardless of whether by sealed bids or by negotiation and without regard to dollar value shall be conducted in a manner that provides maximum open and free competition consistent with the Common Rule reference 29 CFR 97.36 (c). Some situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms or organizations in order for

- them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing between firms or organizations or between affiliated companies or organizations;
- Noncompetitive awards to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
- Overly restrictive specifications;
- Any arbitrary action in the procurement process.

### C. Conflict of Interest

The Division shall not engage in any conflict of interest, actual or apparent, in the selection, award, or administration of a contract or grant under WIOA. This requires that no employee, officer or agent of the Division (including WDB members) shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the individual, any member of the individual's immediate family, the individual's partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for award.

The officers, employees, or agents of Division will neither solicit nor accept gratuities, favors, or anything of monetary value, except where such a gift is an unsolicited item of nominal intrinsic value.

WDB members are subject to the following policies:

A WDB member shall not cast a vote on, nor participate in any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member.

Neither membership on the WDB nor the receipt of WDA or WtW funds to provide training and related services shall be construed, by themselves, to violate these provisions.

Where a conflict of interest exists or appears to exist there shall be immediate and full disclosure. All conflicts of interest shall be documented to show non-violations.

#### 1. Code of Conduct

The Town of Oyster Bay Code of Ethics is attached as Appendix I of this document.

D. Methods of Procurement

In accordance with General Municipal Law, Section 104-b, the Town of Oyster Bay maintains internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of General Municipal Law, Section 103, or any other law. Following are guidelines from the Town of Oyster Bay in accordance with the Town of Oyster Bay Resolution No. 329-2015 dated May 26, 2015.

*"Guideline 1. Every prospective purchase of supplies or equipment, every public work and service contract, and every equipment lease shall be evaluated to determine the applicability of General Municipal Law, Sections 103 and 104 (b)m and the herein procurement policy. The Department of General Services, Division of Purchasing (hereinafter referred to as "Purchaser") shall estimate a cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.*

*Guideline 2. All purchases of supplies of equipment which will exceed \$20,000 in the fiscal year, and public work and service contracts over \$35,000 shall be formally bid pursuant to General Municipal Law, Section 103."*

*"Guideline 3 (a). All estimated purchases of supplies or equipment:*

*- of \$10,000.00 or more, up to and including \$20,000, require quotations from at least three (3) vendors.*

*- of \$3,500.00 or more, but less than \$10,000.00 require quotations from at least two (2) vendors.*

*- of less than \$3,500.00 require a quotation from at least one (1) vendor.*

*Guideline 3 (b). All estimated public work and service contracts:*

*- of \$15,000.00 or more, up to and including \$35,000.00 require quotations from at least three (3) contractors.*

*- of \$7,500.00 or more, but less than \$15,000.00 require quotations from at least two (2) contractors.*

*- of less than \$7,500.00 require a quotation from at least one (1) contractor.*

*Any written request for proposals or quotation shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotations have been requested, and the written/fax/oral quotations offered.*

*All information gathered in complying with the procedures of the Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public work and service contracts.*

*Guideline 3 (c). Individual equipment leases, the annual cost of which are estimated to be:*

*- in excess of \$35,000.00 or more, require a formal bid, which bid shall be conducted consistent with the provisions of General Municipal Law, Section 103.*

*- \$15,000.00 or more, up to and including \$35,000.00, require quotations from at least three (3) vendors.*

*- \$7,500.00 or more, but less than \$15,000.00, require quotations from at least two (2) vendors*

*- Less than \$7,500.00, require a quotation from at least one (1) vendor.*

*- Leases of multiple pieces of equipment, intended for use in one project, shall, for the purpose of this Guideline, be considered an individual lease.*

*Real property leases, due to their unique nature, are specifically excluded from this Guideline.*

*Guideline 4. The lowest responsible vendor or contractor meeting specifications shall be awarded the purchase, public work or service contract. If a vendor or contractor is not deemed responsible or does not meet specifications, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.*

*Guideline 5. Except when directed by the Town Board, no solicitation or written proposals or quotations shall be required under the following circumstances:*

- a. Emergencies*
- b. Sole source situations, including but not limited to, the procurement of performers, artists, presenters, arts organizations, etc.;*
- c. Goods procured from or services provided by agencies for the blind or severely handicapped.*
- d. Goods procured from correctional facilities;*
- e. Goods procured from another governmental agency;*
- f. Media advertising and public notices; and*
- g. Goods and services procured through existing State or County contracts.*

#### Competitive Sealed Bids

Sealed bids will be publicly solicited. A firm, fixed-price contract (lump sum or unit price) will be awarded to the responsible bidder whose bid, conforming with the terms and conditions of the invitation for bids, is the lowest in price.

In each case, the following will be present:

- two or more responsible suppliers willing and able to compete;
- the procurement lends itself to a firm fixed-price contract; and
- the selection of the successful bidder can appropriately be made principally on the basis of price.

The following requirements shall apply:

- the invitation for bids shall be publicly advertised allowing sufficient time prior to the date set for the opening of bids;
- the invitation for bids shall include specifications and pertinent attachments which clearly define the items or services to allow for bidders to properly respond to the invitation;
- all bids shall be opened publicly at the time and place stated in the invitation for bids;
- a firm, fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, etc. shall be considered in determining which bid is lowest;
- any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.

#### Competitive Requests for Proposals

Procurement procedures for competitive requests for proposals are subject to Town of Oyster Bay and WIOA guidelines as follows:

The Town of Oyster Bay Guideline 6:

*"Guideline 6. From time to time, Town Departments retain individual or companies to provide various professional services requiring a special or technical skill, training or expertise. The service provider must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment and integrity. The qualifications of the service provider is of prime importance to the successful and expedient completion of any project and are not necessarily found in the individual or company that offers the lowest price. For that reason, professional services are not covered by the competitive bidding requirement of General Municipal Law, Section 103, and may be exempted from coverage under General Municipal Law, Section 104-b.*

*Despite the foregoing, this Town Board recognizes that the establishment of formal policies and procedures would assist in ensuring that the most prudent and economical use is made of public monies, thus facilitating the acquisition of services of the best possible quality at the lowest possible cost.*

*For the foregoing reasons, the following Qualification Based Selection (QBS) procedures shall be utilized as follows:*

*The Department shall prepare a written statement describing the proposed project. Said statement shall include information regarding the problem to be solved or the goals which must be achieved, the time frame of the project; the approximate budget of the project, and any other relevant information*

*The Department shall prepare a list of criteria to be used in evaluating submissions of qualifications. The criteria shall include, but not be limited to:*

- 1. Magnitude, scope and complexity of the services to be rendered;*
- 2. Experience of the firm in assignments of similar size, scope, and complexity;*
- 3. Special equipment or facilities relevant to project;*
- 4. Special equipment or facilities relevant to project;*
- 5. Size, staffing, resources, and financial capability of the firm vs. the size of the assignment;*
- 6. Knowledge and experience with Town facility(ies) and programs involved in the assignment;*
- 7. Past performance with the department;*
- 8. Firm's current workload with the Town.*

*It is expressly acknowledged that the quality of the services to be rendered is of paramount importance. However, it is further expressly acknowledged that the cost of the services to be rendered is a substantial concern. Therefore, the Department shall, in every instance, justify to the Town Board as hereinafter set forth, the cost of the services to be rendered."*

*"The Department shall send a Request for Proposals (RFP) to at least three (3) firms..." "The RFP shall contain the project description, the criteria for evaluation, the date by which the firm must respond, and the name of a contact person in the Department. The Department shall obtain at least three (3) qualified proposals.*

*In all other instances, the Department shall make every reasonable effort to compile and maintain a current list of persons or entities interested in performing professional services for the Town; and utilizing such list, the Department shall obtain at least three (3) qualified proposals for any and all professional services to be rendered.*

*The Department, at its option, may advertise the RFP in a newspaper of general circulation, consistent with the procedures for advertising a public bid under General Municipal Law Section 103. Such publication shall satisfy the foregoing provisions of this Procurement Policy relating to the number of proposals required, regardless of how many proposals are actually received by the Department.*

*The Department will review all submitted material and rank the firms in order of qualifications for this project. The basis of which the firms were ranked shall be documented in writing. At its discretion, the Department may elect to*

*interview each firm, make visits to each firm, or inspect prior work done by each firm. The Department shall notify the three highest ranked firms of their standing and notify the remaining firms that they will not be chosen for this project.*

*The Department shall then initiate negotiations with the highest qualified firm. If a satisfactory agreement cannot be negotiated with the firm considered the most qualified, at a fee determined to be fair and reasonable, then negotiations with said firm shall be terminated and negotiations then undertaken with the second most qualified firm. Failing accord with the second most qualified firm, negotiations shall terminate with it and then be undertaken with the third most qualified firm.*

*If acceptable terms cannot be reached with the three highest ranked firms, the selection process shall be terminated, and the project shall be re-evaluated by the Town.*

*If acceptable terms are reached with one of the three highest ranked firms, the Department shall, in writing, notify the Town Board thereof, and make an appropriate recommendation in connection therewith, including justification for the cost of the services to be rendered.*

*If the Town, through its Comptroller, reasonably estimates that the value of services to be provided, either by any one service provider, or in connection with any one particular area of service, regardless of the number of service providers involved will not exceed \$10,000.00 in a calendar year, then the foregoing provisions shall not apply, and a formal procurement procedure shall not be required. In every instance, the Department shall endeavor to make a fiscally prudent selection."*

Additional consideration shall be given to service providers that qualify as women or minority-owned business firms.

*"Guideline 7. A good faith effort shall be made to obtain the required number of proposals or quotations, to be documented in writing. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall forward to the Town Attorney documentation regarding the attempt to obtain proposals or quotations, including the number of service providers in the field, the number of Requests for Proposals sent out and the number of responses received. If, in the opinion of the Town Attorney, the Purchaser has made an adequate attempt to obtain proposals or quotations and was not able to obtain the requisite number of same, then the Town Attorney shall issue a written determination that the Purchaser has complied with the provisions of this Procurement Policy. In the event that the Town Attorney determines that the Purchaser has not made an adequate attempt to obtain proposals or quotations, the Purchaser shall be directed to make a further attempt to obtain same. In no event shall the inability to obtain the proposals be a bar to the procurement.*

*Guideline 8. The commissioner, director or supervisor of each department or agency of the Town of Oyster Bay responsible for procurement of services, supplies, equipment, or construction obtained with Federal, State or Local funds shall review*

*all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the commissioner, director or supervisor, an analysis should be made of lease versus purchase alternatives and any other analysis to determine the most economical approach.*

*Guideline 9. No employee, officer or agent of the Town of Oyster Bay shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:*

- 1. An employee, officer or agent involved in making the award;*
- 2. His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half-brother, or half-sister;*
- 3. His/her partner; or*
- 4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.*

*Guideline 10. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against solicitations must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to Purchasing Agent or the Commissioner of the Department of General Services. The Purchasing Agent or the Commissioner of the Department of General Services may, at his/her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.*

*Guideline 11. These policies and procedures shall be reviewed from time to time as the Town Board deems appropriate or necessary and shall be reviewed at least annually by the Town Board. In addition, from time to time, upon request of the Town Board, each Department shall provide, in writing, a summary accounting of the essential activity arisen out of these policies and procedures.*

*Guideline 12. In accordance with the requirements of General Municipal Law Section 104-b(2)(f), the following individual is responsible for the purchase of goods and services:*

*Eric Tuman – Commissioner, Department of General Services*

#### Employment and Training Services Solicited through Requests for Proposals

The Division utilizes the Request for Proposals Process to solicit proposals for the

following: Youth Employment and Training Programs, Group and Individual Services (both at the core and intensive level), Staff Services, other required services as determined by the Workforce Development Board. Training services provided under Individual Training Accounts are subject to approval under the New York State Eligible Training Provider List, and are not subject to the requirements of this section. For all public solicitations, the following procedures will be followed:

The Director of the Division sends a memo to the Town Board through the Commissioner of the Department of Intergovernmental Affairs, asking that authorization be given to publish a legal notice soliciting proposals for training. The notice describes the services being solicited. When employment and training services are being solicited, the legal notice will state that application packages are available at the Division of Employment and Training. Sample public notices, applications for funding and review forms are included as Appendix II to this policy.

All proposals submitted to the Division are reviewed by a staff review committee and the Workforce Development Board. Proposals for youth services are further reviewed by the Youth Council. Staff members thoroughly review each proposal and complete review forms for each service provider. Proposals are reviewed according to the criteria as set forth in the Request for Proposals. A comprehensive summary of all submissions is prepared for review by the Workforce Development Board.

The chairman of the Workforce Development Board then calls a meeting of the WDB to discuss the responses to the RFP. During this meeting, the submissions are reviewed and votes are taken. A summary of recommendations for approval is prepared for the Town Board.

#### Professional Services Other Than Employment and Training

The Director of the Division sends a memo to the Town Board through the Commissioner of the Department of Intergovernmental Affairs, asking that authorization be given to publish a legal notice soliciting proposals. The notice describes the services being solicited. All respondents are provided with an application package. Included in this category are computer consultant services.

Staff members and/or designees of the Commissioner of Intergovernmental Affairs thoroughly review each proposal and complete review forms for each applicant. Proposals are reviewed according to the following criteria:

Magnitude, scope and complexity of the services to be rendered.

Experience and evident capability of the offeror to perform the work required (i.e., experience of the firm in assignments of similar size, scope and complexity.)

Special knowledge relevant to the project.

Special facilities or equipment relevant to the project.

An understanding of the Request for Proposals based on a description of proposed tasks/products.

Size, staffing, resources and financial capability of the firm vs. the size of the assignment.

Past performance with the Department.

Time constraints and deliverability of service.

Firm's current workload with the Town.

Cost effectiveness of the Proposal.

A comprehensive summary of all submissions and review committee recommendations is prepared for the Town Board.

#### Sole Source Procurements

This is procurement through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, when competition is determined inadequate. The use of sole source procurements shall be minimized to the extent practicable, but in every case shall be justified. Procurement by noncompetitive proposals may be used when the service to be provided is On-The-Job training (OJT).

#### E. Cost and Price Analysis

Procurements shall include an appropriate analysis of the reasonableness of costs and prices. The "Cost Price Analysis Worksheet" shall be utilized in all cases where cost price analysis is required. Cost analysis and price analysis are used to accomplish the same goal, that is, to obtain the best services or product for the money being spent. However, cost analysis and price analysis are two distinct concepts and have different requirements and uses.

The primary purpose of cost analysis is to determine what the work being offered should cost to perform, given the organization performing the work has a reasonable state of competency and efficiency. Things such as cost of materials and labor and location are taken into consideration. Cost analysis focuses on how much an organization needs to receive to ensure that it recovers its costs and makes a fair profit. The primary use of price analysis is to ensure that the final price paid for a product or for a service is fair and reasonable.

A cost or price analysis shall be conducted in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, Division shall make independent estimates before receiving bids or proposals. A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price, of a commercial product sold in substantial quantities to the general public, or based on prices set by law or regulation.

Cost price analysis will not be utilized for training services through the eligible training provider list.

The offeror shall certify that to the best of its knowledge and belief, the cost data are accurate, complete, and current at the time of agreement on price. Contracts or modifications negotiated in reliance on such data should provide Division a right to a price adjustment to exclude any significant sum by which the contractor had submitted data that were not accurate, complete, or current as certified. A price analysis shall be used in all other instances to determine the reasonableness of the proposed contract price.

Procurements shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or program income is included in the price, the Division of Employment and Training shall negotiate profit or program income as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:

- The complexity of the work to be performed;
- The risk borne by the contractor;
- The contractor's investment;
- The amount of subcontracting;
- The quality of the contractor's record of past performance;
- Industry profit rates in the surrounding geographical area for similar work;
- Market conditions in the surrounding geographical area.

Procurements shall clearly specify deliverables and the basis for payment. Cost plus percentage agreements are prohibited.

#### F. Oversight and Contract Administration

The Division of Employment and Training will maintain files on all contracts including the original signed contract, all contract modifications, copies of contractor insurance policies required by the agreement, and records of correspondence with contractors.

Contracts may not be automatically renewed without the benefit of competitive

negotiation. The period of performance of an agreement may be extended as deemed appropriate by the Director.

All contracts are monitored by the Division of Employment and Training according to the criteria set forth in the monitoring procedure.

#### G. Transactions between Units of Government

Procurement transactions between units of State or local governments, and any other entities organized principally as the administrative entity for service delivery areas, shall be conducted on a cost reimbursable basis. Every effort will be made to utilize existing State, County and Town contracts.

#### H. Contract Provisions

All standard contract clauses, provisions and specifications are included in the Division contract boilerplate. Cost plus percentage agreements are prohibited. Contracts may not be automatically renewed without the benefit of competitive negotiation. The period of performance may be extended as deemed appropriate by the Director and the Commissioner.

#### I. Disputes, Protests, and Claims Process

Contract award protests, disputes, and claims arising from Town of Oyster Bay procurement actions shall be decided by the Town, which shall reduce its decision to writing and mail or otherwise furnish a copy to the individual or organization raising the protest, dispute or claim. The decision of the Town may be appealed to the New York State Department of Labor Workforce Development and Training Division.

#### J. Record Retention

The Division of Employment and Training and the Purchasing Division shall maintain records sufficient to detail the significant history of procurement. All procurement documents will be retained for a minimum of six (6) years. These records shall include, but are not limited to information to pertinent to the following:

- rationale for the method of procurement;
- basis for contractor selection or rejection;
- basis for the cost or price;
- public notice, and bid/request for proposal packet.

#### K. Analysis of Leasing versus Purchasing Options

Whenever appropriate, leasing shall be considered as an alternative to purchasing. Leasing should be utilized when it is a feasible, cost-effective alternative to purchasing equipment. The decision on whether to lease or purchase equipment must be made by conducting a cost-benefit analysis of the leasing and purchasing alternatives. Purchasing is to be used when leasing is more expensive and harder to

manage than an outright purchase. Leasing should be considered to help smooth budget spikes, and to provide an effective disposal strategy for used equipment.

## **ON-THE-JOB TRAINING POLICY AND PROCEDURES**

Issued: July 1, 2015

Amended: September 21, 2021

### **OVERVIEW OF ON-THE-JOB TRAINING**

The term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer for the costs associated with training the OJT trainee, which are usually calculated at half the pay rate for the agreed-upon training period; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

The term "participant" means an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIOA. For an individual to qualify for OJT under the WIOA guidelines, he/she will have used at least one intensive service and have been determined to need training to find employment and meet the definition of an Adult or Dislocated Worker.

Employers providing an OJT can receive reimbursement for a portion of the hourly pay rate which is considered payment for extraordinary costs to the employer associated with training a new employee. An agreement with the employer specifies the duration of training as well as the skills and competencies to be acquired by the participant. The length of the training period depends on the complexity of the job as well as the participant's skills and prior work experience. OJT provides an incentive to employers to hire individuals and invest in their skill development, and trainees can earn as they learn.

### **IDENTIFICATION OF OJT OPPORTUNITIES WITH QUALIFIED BUSINESSES**

Information about OJT opportunities is integrated into both the Business Services function and the Job Seeker Services Function:

#### **OJT Development through Business Services –**

Business Services representatives conduct employer outreach to solicit job openings for Job Seekers and to promote the use of OJT with employers. They contact employers to discuss OJT and serve as the point of contact for employers that want to set up OJTs. Discussions with employers also include pre-screening for the employer specifications, tax credits, on-ongoing support from the business services representative and other relevant topics.

Broad-based outreach to employers is the most efficient approach, since it can reach a large number of employers and has the potential for greater volume of OJT opportunities. This broad-based marketing will be coordinated through the Long Island Business

Services Team (NYSDOL and the 3 WDBs.)

Workforce Partnership Business Service representatives should continue to meet with local and regional business associations to inform them of Career Center Services, including OJT opportunities. Emphasis is placed on industries that are expected to include high growth occupations. Associations are encouraged to support the OJT program, and to distribute information to their business membership. Major regional business associations that have received programmatic information in the past and should continue to receive information include: the Hauppauge Industrial Association, Long Island Forum for Technology, and Long Island Association. Staff should reach out to additional business associations, and also continue working with Chambers of Commerce. Previous job placements are good sources of recruits for OJT employers.

Targeted job development for OJT opportunities will be conducted by the Business services staff as appropriate.

Up to date information on OJT opportunities is included in Business Services brochures, and on the Workforce Partnership website.

OJT Development through Job Seekers -

Utilizing a self-referral approach, job seekers are taught how to use the possibility of OJT in the course of their job searches. During orientation, job seekers are informed that OJT is an effective placement tool, an effective training tool, and a significant benefit to employers. This information regarding the usefulness of OJT may be reiterated any time during the counseling process depending upon its suitability for the customer. Appropriate job seekers may be given personalized letters from the Workforce Partnership that describes OJT to a potential employer (sample attached) and instructions for best marketing methods. For example, during the interview, if they feel they want this job, and that it is a good match, but there is something in the demeanor of the interviewing holding back, they should mention that the Career Center can help with funding.

#### PROCESS THAT BUSINESSES WILL USE TO APPLY FOR OJT

The employer and/or job seeker contact the business service representative to discuss the possibility of an OJT contract.

The contracting process begins with a systematic exchange of information between the prospective employer and the Business Services staff.

The staff member must make an on-site visit to the employer to explain the program; learn about the business; identify and describe the job(s) to be filled; observe the work setting and environment; and review the administrative systems and the business' capacity to insure fiscal integrity. This review will allow staff to gain a better understanding of the business's facility and operations to determine whether the business will afford a viable on-the-job training opportunity.

Additionally, the requirements of the OJT Agreement, rules and training plan requirements, and requirements for reimbursement should be discussed with the employer. The business services representative should bring the sample OJT contract (including training outline) and reimbursement packet to the meeting. The reimbursement packet should include a sample completed claim form, a sample certificate of Workers Compensation insurance, and a sample timesheet form, along with a cover letter.

Business Services Representative will explain in detail: agreement to hire, development of training outline, contract terms, duration of agreement, percentage of salary, compliance, insurance, time sheets, payroll register, etc. State that the business is subject to audit in reference to the client only.

Business services representative assesses the job seeker to make sure there are training objectives or skills to be learned in the new position

#### CRITERIA THAT WILL BE APPLIED PRIOR TO MOVING FORWARD WITH THE OJT CONTRACT

Prior to entering into an OJT agreement, a pre-screening should be conducted to ensure that the employer meets the minimum standards and can provide both training and long-term employment to an OJT trainee.

A pre-award review form “Preliminary Review – Business Application for One-the-Job Training” (attached) must be completed by the prospective employer and reviewed by the Business Services Representative.

Businesses must complete the Responsibility Questionnaire. If an organization has submitted a Responsibility Questionnaire within the last 12 calendar months, all that is needed is an attestation that the information presented in the form remains true, accurate and complete. Any “yes” responses to the questionnaire will require the WDB Director’s authorization to proceed.

Pre-screening will also include:

Registration with the New York Department of State’s Division of Corporations online at [http://www.dos.state.ny.us/corps/bus\\_entity\\_search.html](http://www.dos.state.ny.us/corps/bus_entity_search.html)

Federal OSHA records online at <http://osha.gov/pls.imis/establishment.html> (Search under New York State only.)

NYSDOL records: UI records, WARN notices, open investigations with NYSDOL Public Works, Labor Standards and/or Safety and Health Divisions, Workers’ Compensation Insurance and Disability Insurance Coverage, and active Trade Adjustment Assistance (TAA) petitions. Requests for NYDOL records should be made using the OJT Due Diligence Form.

On-site review must be conducted with the business. This review will allow staff to see where the OJT participant will be working; meet the trainee’s supervisor; and gain a better understanding of the business’s facility and operations. The purpose of this site visit is to determine whether the business will afford a viable on-the-job training opportunity.

The decision to enter into an OJT must take into consideration the track record of employers who have previously undertaken OJTs. Employers must not have previously exhibited a “pattern of failing” to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. For the purposes of re-contracting and “pattern of failure” considerations, additional OJT agreements should not generally be negotiated with any business that, having had two or more previous OJT agreements does not meet an employment retention rate of 75% (percentage of all excitors from the program who had subsidized employment in the 3<sup>rd</sup> quarter after exit.)

## CRITERIA THAT WILL BE USED TO DETERMINE SUITABILITY OF EMPLOYMENT OPPORTUNITY FOR OJT

In general, all occupations that require a period of significant training and instruction to acquire specific skills and knowledge are eligible for OJT.

The OJT employer must forecast sufficient work to provide long-term regular employment for the participant

An individual's need for training is determined through the assessment process. Whether a job warrants training is determined by the time it takes an average employee with no previous experience to learn to perform at the entry level for that position. In general, any job that requires less than 30 days of training for the previously inexperienced trainee is not appropriate for an OJT. Exceptions to this guideline may be justified by documentation of special circumstances such as basic skill deficiencies or disabilities that substantiate the need for training or for longer training periods.

Types of employment to avoid for OJT:

Employment on a part-time, temporary, or seasonal basis

The principal method of payment is by commission or piecework

Working conditions do not comply with program requirements

There is no need for training other than a brief period of orientation

A professional license or other certification requiring institutional training is necessary

## DEVELOPMENT OF TRAINING PLAN AGREEMENT

After determination of the occupation in which the participant will be trained, an OJT training plan must be developed. This plan will be a formal and written program of the structured job training that will provide participants with an orderly combination of instruction in work maturity skills, general employment competencies and occupationally specific skills that will enable the participant to work toward self-sufficiency. OJT providers can use O\*NET and/or a company job description as a basis to begin listing skills or tasks. Keep each skill description concise and comprehensive and make sure the individual tasks are measurable and observable.

The business services representative will be expected to work with the employer to shape the training outline to the needs of the trainee. In this regard, the training outline will take into account the relevant skills, knowledge, experience and education of the client as documented on the IEP.

The Training Plan must include:

Trainee information - name and contact information of participant and Social Security Number;

Employer information – name and contact information;

OJT information – start and end dates, wage rate, and reimbursement rates

Occupational information – job title and description, O\*NET code, and number of hours per week

Job skills – skills necessary to perform the job and the trainee’s skill level for each of these skills

Training information - list of specific skills or tasks the employer agrees to provide to the participant, estimated training hours for each skill, and performance standard

Signatures - of trainee and date, of employer and date, and of OJT provider and date.

## IDENTIFICATION AND ASSESSMENT OF TRAINING CANDIDATES

### Recruitment and Marketing Strategies

An unfilled demand for skilled workers by an employer may result in a targeted effort by The Workforce Partnership to recruit appropriate trainees from among customers of the Career Centers.

An employer may refer an applicant for a vacant position in order to determine whether the applicant is WIOA eligible and appropriate for training through an OJT Contract.

A Career Center Customer may apply for a position and provide the employer with the OJT letter from *The Workforce Partnership*. The employer will then contact the Business Services representative to discuss the possibility of an OJT.

### How need for OJT will be determined

Only those individuals who have received a comprehensive assessment and for whom an Individual Employment Plan (IEP) has been developed may be considered for OJT. An individual referred to a One Stop Career Center by an employer may be considered for OJT with that employer only after the individual has met eligibility requirements for intensive services (self-sufficiency wage requirements), has received a comprehensive assessment, and for whom an IEP has been developed and indicates an OJT is appropriate program.

Consideration should be given to: the skill requirements of the occupation; the academic and occupational skill level of the participant; prior work experience; and the participant’s IEP.

Once the preliminary IEP information has been gathered and the assessment process is completed, the following considerations should be addressed:

Does the participant need to learn skills for the desired position, or have those skills already been acquired?

Does the participant have a need for training?

What is the best way for the individual to obtain the skills needed (i.e., OJT or occupational skills training)?

Can the position be obtained at this company without OJT training? If a need for OJT cannot be documented, a direct placement or referral to other services should be considered. If a need for OJT has been determined and recorded on the IEP, a referral may be made to appropriate employers

Is the participant likely to succeed in training?

Factors used to select OJT as the most appropriate referral may include the participant's need for occupational training, participant's job readiness, and match of referral to the participant's needs, interests, and employment objectives, and capability of the participant's to complete the training.

#### Criteria for handling candidates who were previously employed by the business

Where a candidate for training is a previous employee of the business, the Workforce Specialist must carefully examine whether the proposed training involved skills and duties that are substantially the same as the previous job. If there is adequate reason to enter into the agreement, e.g., a new job or upgraded job at a higher rate of pay, OJT may be justified. Additionally, regular monitoring must substantiate that training is occurring and that the trainee is not spending excessive time performing the duties of the previously held job.

#### Incumbent Workers

A currently employed worker may be placed into an OJT with the same employer when the employee is not earning a self-sufficient wage (as defined by the WDB) and the following conditions are met: the OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the WDB. Where the employer proposes to upgrade the employee by training for a job that requires substantially different or higher-level skills, the current employee must also, as a result of completing the OJT receive an increase in pay based on performance.

#### REIMBURSEMENT POLICIES

The rate of reimbursement for WIOA formula funds is generally up to 50% of the individual's training wages during the specified training period. However, small businesses may be reimbursed at rates up to 75% of the individual's training wages during the specified training period.

Eligibility for reimbursement level of up to 75% may be considered under the following circumstances:

Small business (1-250 employees)

Characteristics of the participants which would support additional training time such as length of employment, current skill level, and barriers to employment.

The quality of employer-provided training and advancement opportunities.

All other OJT reimbursements will remain at 50%.

#### COMPOSITION OF OJT CONTRACT

- Applicant Name, Address, Telephone number and FEIN.
- Trainee name.

- Trainee job title and wage.
- Supervisor name and title.
- Job description.
- Training plan that specifies: skills and competencies to be learned; successful completion of training, such as minimum number of hours to be completed, business evaluation, and/or minimum mastery of skill; and start and end dates, and hours of training to be provided.
- Agreement on maximum allowable costs of training, reimbursement percentage and reimbursement schedule.
- Collective bargaining unit compliance, if appropriate.
- Assurances
- Vouchering process.
- Contract modifications, extensions, and terminations
- OJT contract assurances (attached)
- Federal Certifications (attached)
- Responsibility Questionnaire (attached)

#### CONTRACT MANAGEMENT AND FISCAL PROCEDURES

Business Services Specialist fills out Encumbrance Order Request Form and forwards to Fiscal Unit.

Fiscal Unit encumbers training funds in the grant.

Business Services Representative prepares two original OJT contracts and forwards contracts to the Fiscal Unit for processing. (Except in the case of State level funds, contracts should have a termination date two months after the anticipated end date of the training period to allow for ample time in case the person becomes ill, the training takes longer than expected, or delays are caused by late submission of claims and late payments.)

Fiscal Unit sends contracts to Town Attorney for review and to Supervisor for signature. Fiscal Unit also fills out an encumbrance order to encumber funds at the Town level and forwards a copy of the encumbrance order and the contract to the Comptroller's office.

When signed contracts have been returned from the Town Supervisor's office, Business Services Representative calls employer to make appointment for contract signing.

Site visit for contract signing.

Bring two original contracts (signed by Supervisor), claim form with instructions, timesheets, site visit form.

Have employer sign and notarize both contracts and retain one for his records. Note that employer must also sign assurances and certifications part of contract. (Employer may elect to hold contract and return by mail.) If trainee is already working, conduct site monitoring.

Make two copies of signed contract for Fiscal.

Submit job start data to MIS Unit.

Update customer's IEP

Site visit for monitoring

Perform a site visit halfway through the OJT period. All OJT contracts will be monitored **on-site** at least once to ensure compliance with contract terms and to help resolve any issues, ideally around the midpoint of the training period. Monitoring will verify that the participant is receiving the agreed upon training and is not required to engage in prohibited activities. The participant's attendance record will be reviewed to ensure they are fully engaged in the training. Business records should be reviewed to assure that the participant is receiving proper wages, tax withholdings and workers' compensation. Any compliance issues requiring corrective action must comply with local monitoring policies and procedures. Businesses will also be monitored to determine whether there is a pattern of failure to retain OJT trainees

Employer submits claim form, payroll register, and timesheets to Business Services Specialist when allocated hours are completed. If employee is fired or quits prior to allocated hours, the employer can be reimbursed for hours worked.

Business Services Representative forwards claim form, payroll register and timesheets along with insurance certificate and copies of signed signature and notary pages to the Fiscal Unit.

Fiscal Unit processes payment of training reimbursement.

When employer is paid, note in file.

Give MIS working file portion of OJT file to be combined with original, along with an OJT Completion/Dropout Form.

ATTACHMENT  
On-the-Job Training Contract Assurances

1. The intention of the business is for the newly hired employee to remain employed with the business upon completion of the On-the-Job Training (OJT.)
2. OJT will take place during the employee's work hours (i.e., during the shift/hours for which the employee was hired) and the employee will 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.
3. No currently employed workers will be displaced by OJT trainee(s), including a partial displacement such as a reduction in the hours, wages, or employment benefits.
4. The OJT contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.
5. Funds provided to the business to reimburse the costs associated with OJT may not be used to assist, promote or deter union organizing.
6. The business will comply with all applicable employment-related federal, State and local laws and regulations.
7. No activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and the business.
8. No member of the OJT employee's immediate family will directly supervise the OJT employee, nor will the trainee supervise an immediate family member. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the OJT employee's spouse.
9. OJT trainee(s) will not be:
  - employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or
  - required to participate in political activities
10. The business agrees to adhere to the Local Workforce Development Board (LWDB) grievance process if a complaint arises in connection with the OJT employee and the training.
11. The LWDB, NYSDOL or United States Department of Labor may inspect and monitor any records or activities pertaining to the OJT contract at any time during normal business hours, and as often as deemed necessary. Such inspection shall be made to determine whether the business is in compliance with the terms and provision of the contract and the OJT participant is making sufficient progress.

## ATTACHMENT

### FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A. 1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

#### B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the

award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

#### D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA /WIOA Title I - financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has

the right to seek judicial enforcement of this assurance.

#### E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunities Act will be American made. See WIA Section 505 – Buy American Requirements.

#### F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading ‘Employment and Training’ shall be used by a sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

#### G. VETERANS’ PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program’s eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5- 03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran’s Priority Provisions.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

## ATTACHMENT Responsibility Questionnaire

Instructions – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate<sup>1</sup>, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
  - a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
 Yes  No
  - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
 Yes  No
  - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?  
 Yes  No
  - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?  
 Yes  No
  - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
 Yes  No
  - f. A local, state or federal suspension, debarment or termination from the contracting process?  
 Yes  No
  - g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?  
 Yes  No
  - h. A local, state or federal denial of a lease or contract award for non-responsibility?  
 Yes  No

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<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

- i. An agreement to voluntary exclusion from bidding/contracting?  
 Yes  No
- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?  
 Yes  No
- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?  
 Yes  No
- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?  
 Yes  No
- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?  
 Yes  No
- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?  
 Yes  No
- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?  
 Yes  No
- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?  
 Yes  No
- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?  
 Yes  No
- r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
  - federal, state or local health laws, rules or regulations
  - unemployment insurance or workers' compensation coverage or claim requirements
  - ERISA (Employee Requirement Income Security Act)
  - federal, state or local human rights laws
  - federal or state security laws
  - federal INS and Alienage laws
  - Sherman Act or other federal anti-trust laws? Yes  No

s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

Yes  No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes  No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes  No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

Yes  No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

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5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

Yes  No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

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6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes  No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

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If it is an affiliate, include the affiliate's name and FEIN:

---

Provide the court name, address and docket number:

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Indicate if the proceedings have been initiated, remain pending or have been closed:

\_\_\_\_\_

If closed, provide the date closed: \_\_\_\_\_

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

_____	_____
Name of Business	Signature of Officer
_____	_____
Address	Typed Copy of Signature
_____	_____
City, State, Zip	Title

Principal place of business if different from address listed above (include complete address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Oyster Bay-North Hempstead-Glen Cove Workforce Development Area

The Workforce Partnership Career Centers

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## Preliminary Review – Business Application for On-the-Job Training

Instructions: Please complete all items on this application. To facilitate your review, please prepare this application electronically, if possible.

### 1. Business Information

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

FEIN: \_\_\_\_\_ NAICS: \_\_\_\_\_ DUNS: \_\_\_\_\_

Previous Name of Business, if any: \_\_\_\_\_

FEIN, if different: \_\_\_\_\_

### 2. Contact Person

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### 3. Business Background

a. Has your company relocated from another area in the U. S. within the last 120 days?

If so, were there any employees laid off at that former location?

b. How long have you been in business in this area?

c. How many full-time employees do you have?

d. Are any employees on layoff currently?

If so, how many employees and in what job titles?

e. Have any WARN notices been filed within the past year?

f. Has your business sought WIOA/TAA or other assistance in connection with past or impending job losses at other facilities during the past year?

- g. Are jobs expected to last a year or more in the normal course of business?
- h. Are all job openings in New York State? Yes  No
- i. Are any of the jobs considered for an OJT candidate classified as “independent contractor” positions, or would individuals not be employed by your firm during the entire training period?
- j. Are any of the jobs covered by a collective bargaining agreement?  
(If so, we will need to obtain a letter of concurrence from the union(s))
- k. Is your business currently engaged in any labor disputes with a labor organization?
- l. Do any of the jobs pay based upon commissions, tips, piece work or incentives?  
If yes, please explain.
- m. What percentage of previous trainees, over the last two (2) years, have completed training and been retained by your firm?
  - 1. Number of OJT trainees:
  - 2. Number of OJT employees retained:
  - 3. Percentage retained:

4. Business Applicant Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## On-the-Job Training (OJT) Job Description

Complete a separate description for each OJT title.

Job Title:	_____	O*Net Code:	_____
Job Description:	_____		
Job Location:	_____		
Anticipated Start Date	Shift Days and Hours	Hourly Wage Rate	_____
Supervisor:	_____	Title:	_____
Is this position subject to a Collective Bargaining Agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If "yes," specify the name of the union? _____			

Job Title:	_____	O*Net Code:	_____
Job Description:	_____		
Job Location:	_____		
Anticipated Start Date	Shift Days and Hours	Hourly Wage Rate	_____
Supervisor:	_____	Title:	_____
Is this position subject to a Collective Bargaining Agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If "yes," specify the name of the union? _____			

## **RECORD RETENTION POLICY**

Effective: July 1, 2015

The Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training (DET) as the grant recipient and all sub-recipients of DET must retain all records pertinent to grants and agreements, including financial, statistical, property, applicant/participant records, and supporting documentation. Records for each funding period must be retained for three (3) years following the date on which the annual expenditure report (final report) is submitted to the New York State Department of Labor, assuming no audit or litigation issues have arisen. In the case of grievances or complaints, records must be retained until the litigation, audit, or claim has been resolved.

### **Records for Real Property and Equipment**

Record retention for real property and equipment acquired with federal funds is three (3) years from the date of final disposition, replacement or transfer at the direction of the awarding agency.

## CONFLICT OF INTEREST POLICY

Effective: July 1, 2015

1. A Board member may not vote on any matter that would provide direct financial benefit to the member or the member's immediate family, nor on matters of the provision of services by the member or the entity the member represents. No Board member may participate in a decision in which the member has a direct or indirect interest, particularly a financial interest, which is in substantial conflict with the discharge of the duties of the Board. Neither membership on the Local Board or the Youth Council nor the receipt of WIOA funds to provide training and related services, by itself, violates these conflict-of-interest provisions.
2. A Board member shall avoid even the appearance of a conflict of interest. Prior to taking office, Board members must provide to the Board Chair a written declaration of all substantial business interests or relationships they, or their immediate families, have with all businesses or organizations which have received, currently receive, or are likely to receive contracts or funding from the Board. Such declarations shall be updated within 30 days to reflect any changes in such business interests or relationships. The Board shall appoint an individual to timely review the disclosure information and advise the Board Chair and appropriate members of potential conflicts.
3. Prior to a discussion, vote or decision on any matter before a Board, if a member, or a person in the immediate family of such member, has a substantial interest in or relationship to a business entity, organization or property that would be pecuniarily affected by any official Board action, that member shall disclose the nature and extent of the interest or relationship and shall abstain from voting on or in any other way participating in the decision on the matter. All such abstentions shall be recorded in the minutes of the Board meeting.
4. Penalties, sanctions or other disciplinary actions for any direct violations of the Board conflict of interest policy shall be as follows:

Category 1: Accidental or inadvertent violation caused by carelessness, lack of knowledge or other human error.

A written warning shall be issued to the board member with suggested corrective action. If the board member is non-compliant of suggested corrective action, a suspension and or removal from the board will be implemented at the discretion of the director and chairperson.

Category 2: Deliberate, willful violation.

The board member shall be removed from the board.

## Definitions

- Immediate family -- Any person related within the first degree of affinity (marriage) or consanguinity (blood) to the person involved.
- Substantial interest -- A person has a substantial interest:
  - A. in a business entity if:
    - i. the person owns 10% or more of the voting stock or shares of the business, owns 10% or more, or owns \$5,000 or more, of the fair market value of a business; or
    - ii. funds received by the person from the business exceed 10% of the person's gross income for the previous year;
  - B. in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more; or
  - C. if the Board member is related to a person in the first degree of affinity or consanguinity who has a substantial interest as defined in subparagraph (A) or (B) of this paragraph.

**LOCAL POLICY FOR INDIVIDUAL EMPLOYMENT PLAN & INDIVIDUAL SERVICE STRATEGY**  
**Based on Initial and Comprehensive Assessments**

Date Prepared: October 18, 2023 (referred for LWDB approval)

**PURPOSE**

This policy provides guidance on the Individual Employment Plan (IEP) for adult and dislocated workers and the Individual Service Strategy (ISS) for youth.

**SCOPE**

The Workforce Development Board of Oyster Bay-North Hempstead-Glen Cove and its contractors and subrecipients.

**REFERENCES**

- Workforce Innovation and Opportunity Act, Public Law 113-128; Technical Advisory # 09-17

**POLICY**

Service providers are responsible for developing an IEP or ISS detailing when and how the participant will accomplish their employment and training goals. Adult and Dislocated Worker Career Center staff must complete each participant's IEP on a hard-copy form signed by both the participant and Career Center case manager, as well as enter the data into the NYSDOL-OSOS Management Information System, Services and Comments Tabs. Youth service providers shall complete and sign the ISS with the youth, and Career Center youth staff will enter the data into the Services Tab and Comments Tab in OSOS.

The IEP or ISS is designed with the participant to identify employment goals, appropriate achievement objectives, and the appropriate combination of services for the participant based on an objective assessment. The IEP or ISS must be developed after an initial assessment is conducted for the participant. The IEP or ISS must be based on the results of the initial assessment. All elements of the IEP or ISS shall focus on career goals, education goals, and overcoming barriers to employment. The plan shall provide a framework including timeframes, resources, and incremental steps to achieve the overall goals.

All adults, dislocated workers, and youth shall have an IEP or ISS established upon receiving individualized services. The IEP or ISS shall be created collaboratively with the participant. The IEP or ISS shall be recorded or uploaded in OSOS, signed and dated by the case manager and participant, and evaluated and revised as needed. All evaluation and revisions shall be made collaboratively with the participant's consent. A copy of the completed (or updated) and signed IEP or ISS shall be provided to the participant. Applicable activities codes shall be coded in OSOS.

Staff shall also enter a case note in OSOS providing more information around the development and completion of the IEP or ISS. At minimum, the case note shall include the following elements:

- A brief summary of assessment information;
- A summary of barriers to successful completion;
- For youth participants, the plan shall identify which of the 14 program elements are needed;
- A summary of all goals and objectives established with additional information focusing on activities and tools used for achievement;
- A summary of action steps to eliminate or minimize any barriers;
- A summary of next steps including follow-up on open goals, objectives, and an IEP or ISS review date.

**ACTION**

Bring this policy to the attention of all affected staff.

## ETPL POLICY

### OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE WORKFORCE DEVELOPMENT BOARD ELIGIBLE TRAINING PROVIDERS POLICY

Effective: July 1, 2015

This policy is intended to govern the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) in making determinations for the Eligible Training Provider List. The New York State Eligible Training Provider List (ETPL) was established in compliance with Title 1 of the Workforce Innovation & Opportunity Act of 2014 (WIOA). The purpose of the ETPL is to present a broad and diverse selection of training choices to support employment goals of individuals. Inclusion on the ETPL, in itself, does not guarantee that WIOA funds are available for enrollment in an eligible offering. Training Providers are not guaranteed referrals. The availability of WIOA funding for enrollment is based on many factors including assessment of an individual's employment needs.

#### Applying for Initial Eligibility

1. Training Providers apply for local approval to the ETPL by the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) through the New York State Department of Labor's online system at <http://applications.labor.ny.gov/ETPL/>.
2. Providers must complete all required sections of the application and submit the completed application to the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) for review by designated staff.
3. Providers will be notified of eligibility status within 30 days of submitting all required information.
4. Approved Training Providers may request approval for additional offerings through the on-line process at: <http://applications.labor.ny.gov/ETPL/>.
5. Training Providers located outside of Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) must be approved by their local WDB prior to consideration for approval to be included on the Outside Provider List for Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB).

Training Providers agree to accept Individual Training Accounts (ITA) and provide training services for eligible WIOA participants enrolling in approved offerings where admission and offering placement requirements of the Training Provider have been met.

#### Subsequent Eligibility

WIOA requires an annual re-determination of ITA program eligibility through a Subsequent Eligibility process. Training providers must report performance information for offerings that have reached their subsequent eligibility due date; Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) and their staff must use this information as part of their subsequent eligibility review process provider must be sent to WDB. As a final step in the local review process, Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) decisions regarding subsequent eligibility must be viewable on the ETPL website.

#### Instructions/Actions for Training Providers

Training Providers will be notified via automatic e-mail from the ETPL application that the period of eligibility on an offering is due. Training providers should visit the ETPL website and log on with their username and password to submit the performance and outcome information for the offering within 30 days. Failure to do so will result in the removal of the offering from the ETPL. The performance and outcome information will be reviewed by the WDB for approval under a period of Subsequent Eligibility. Training Providers will be notified of the result of the review within 90 days.

#### NOTE:

Training providers should maintain up-to-date information on the ETPL website at all times.

Phone numbers, contact names and email addresses, offering costs, etc., must be kept current. Information regarding compliance with the appropriate oversight agency or entity (i.e., Department of State, Division of Criminal Justice, etc.) must be reviewed and updated by providers at the time of subsequent eligibility. A valid license (or continuous operation letter) must be current.

OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE WORKFORCE  
DEVELOPMENT BOARD  
Education and Training Provider  
Provider Performance and Information Survey

Provider:

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Program:

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Performance Period:

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The questions below apply to all individuals enrolled in the program referenced above for the performance period indicated.

1. How many individuals were enrolled in the program during the performance period?
2. How many enrollees completed the program during the performance period?
3. How many enrollees obtained unsubsidized employment after they were enrolled and within ninety days of the end of the performance period?
4. How many enrollees obtained training-related unsubsidized employment after they were enrolled and within ninety days of the end of the performance period?
5. Of the enrollees who completed the program during the performance period, how many received certification?
6. Of the enrollees who completed the program during the performance period, how many received licenses?
7. Of the enrollees who completed the program during the performance period, how many received academic equivalents?

\*NOTE: Please provide one (1) survey per course offering.

## Eligible Training Provider Application/Subsequent Eligibility/ITA Waiver

### Procedures and Policy

Issued: May 2020

Amended: September 2021

The following provides data regarding the procurement process for Classroom Training which was obtained from the Federal Registrar, US Department of Labor TEGL, and the New York State Department of Labor in regard to Training Provider Eligibility. The New York State Department of Labor develops the criteria necessary for Training Providers to become eligible to receive WIOA funds for the training of Adults, Dislocated Workers, And Out-of-School Youth. The State **advertises** this application process for Training Providers on the **New York State Department of Labor's website**. The prospective Training Providers must complete an application on the Eligible Training Provider List (ETPL) and submit the application to the Local Workforce Investment Board. The application process includes instructions and criteria that the Training Provider must follow in order to be considered for approval as a Training Provider on the ETPL.

The application criteria which are published in a State Technical Advisory outlines the responsibilities of both the Training Provider and the Local Workforce Development Board in the approval process – this process is called Initial Eligibility; the State also sets the guidelines which the LWDBs must follow in granting Subsequent Eligibility based on the provider's performance for the first year of training of WIOA customers. All information whether initial or subsequent is entered onto the ETPL by the Provider, reviewed by the LWDB, and the approval or disapproval of the Training Provider is entered by the LWDB onto the ETPL based on prescribed criteria of the State. The State **monitors** all entries by both the LWDB and Training Provider and will intercede if either the LWDB or the Training Provider require assistance or guidance.

The recommended mechanism to pay approved Training Providers who train WIOA eligible customers is called an *Individual Training Account (ITA)*. The customer uses the ETPL to **shop** for the best suited training course, discusses their needs in a session with a Career Counselor at the Career Center, and if it is agreed upon by both parties, the Career Counselor authorizes the enrollment of the customer into the course. The Training Provider is paid for tuition, fees, supplies as per the prices listed on the ETPL. Courses and prices listed on the ETPL must match course listings and costs as found on the Training Provider's website/school catalog available to the general public. The ITA is a *voucher system* used to pay the Training Provider for the cost of courses as listed on the ETPL. This process occurs at both the Massapequa and Hicksville Career Centers.

#### **Federal Register:**

#### **680.500 How is the State list of eligible training providers and programs disseminated?**

(a) In order to assist participants in choosing employment and training activities, the Governor or State agency must disseminate the State list of eligible training providers and

programs and accompanying performance and cost information to Local WDBs in the State and to members of the public online, including websites and searchable databases, and through whatever other means the State uses to disseminate information to consumers, including the one-stop delivery system and its program partners throughout the State.

(b) The State list of eligible training providers and programs and information must be updated regularly, and provider and program eligibility must be reviewed biennially according to the procedures established by the Governor in § 680.460(i).

(c) In order to ensure informed consumer choice, the State list of eligible training providers and programs and accompanying information must be widely available to the public through electronic means, including websites and searchable databases, as well as through any other means the State uses to disseminate information to consumers. The list and accompanying information must be available through the one-stop delivery system and its partners including the State's secondary and postsecondary education systems. The list must be accessible to individuals seeking information on training outcomes, as well as participants in employment and training activities funded under WIOA, including those under § 680.210, and other programs. In accordance with WIOA sec. 188, the State list also must be accessible to individuals with disabilities.

(d) The State list of eligible training providers and programs must be accompanied by appropriate information to assist participants in choosing employment and programs of training services. Such information must include:

- (1) Recognized postsecondary credential(s) offered;
- (2) Provider information supplied to meet the Governor's eligibility procedure as described in §§ 680.450 and 680.460;
- (3) Performance and cost information as described in § 680.490; and (4) Additional information as the Governor determines appropriate.

(e) The State list of eligible training providers and programs and accompanying information must be made available in a manner that does not reveal personally identifiable information about an individual participant. In addition, in developing the information to accompany the State list described in § 680.490(b), disclosure of personally identifiable information from an education record must be carried out in accordance with the Family Educational Rights and Privacy Act, including the circumstances relating to prior written consent.

**(f) § 680.510 In what ways can a Local Workforce Development Board supplement the information available from the State list of eligible training providers and programs?**

(1) Local WDBs may supplement the criteria and information requirements established by the Governor in order to support informed consumer choice and the achievement of local performance indicators.

## **TEGL – No. 41-14**

Eligible Training Provider (ETP) List Requirements and Responsibilities - the designated State entity must develop and maintain the ETP list (providers and their programs of study).

1. The State Eligible Training Provider List must be accompanied by appropriate information to assist participants in choosing employment and training activities.
2. The State Eligible Training Provider List must be accompanied by relevant performance and cost information.
3. The State Eligible Training Provider List must be widely available to the public (including all Local Boards) through electronic means, including websites and searchable databases, as well as any other means States use to disseminate information to consumers, and easily understood.
4. The Governor must work with the State Board to develop procedures, information requirements, and criteria for determining eligibility (including clarifying State and Local Board responsibilities).
5. The designated State entity must ensure that States establish minimum performance levels for initial and/or continued eligibility are met (if applicable) including verifying the accuracy of the information.
6. The Governor must establish procedures for removing a provider from the list.
7. Local Boards must ensure that there are sufficient numbers and types of providers of training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities) serving the local area and providing the services involved in a manner that maximizes consumer choice and leads to competitive integrated employment for individuals with disabilities.
8. Local Boards must complete other responsibilities delegated to the Local Boards by the State (State may not delegate responsibilities specifically designated as a State responsibility unless explicitly stated in this guidance, the WIOA Final Rule, or WIOA statute). For example, Local Boards must collect such performance information as the State may require and determine whether the providers meet the State's performance criteria.
9. Local Boards must remove ETPs that fail to meet local performance standards (if applicable) from the local ETP list, in accordance with State and local policies and procedures. This process must allow for appeals in accordance with the State's appeals procedure for providers of training to appeal a denial of eligibility from the local list of eligible training providers.
10. Local Boards must ensure that the State's ETP list is disseminated publicly through the local one-stop system, including in formats accessible to individuals with disabilities, and its partner programs.

## **New York State Department of Labor Combined Plan:**

Training Provider Eligibility - Potential **providers access an online application** via the Eligible Training Provider List (ETPL) website (<https://applications.labor.ny.gov/ETPL/>). Providers fill out an in-depth electronic application and submit it. The application collects the following information on the provider: name, training school name (if different), Federal Employer Identification Number (FEIN), address, website, and administrative and admissions contact information. If the provider is licensed, the provider will need to upload a copy of their license. For each training course, the provider will need to provide course information including the course title and skill level, course description, and course curriculum. The provider must also provide the tuition cost, and any other required or additional costs (i.e., books, lab fees, uniforms, tools, etc.). The completed application is forwarded to the appropriate LWDB, based on location, for review and approval. For approval, the LWDB reviews against cost, performance (based on performance measures identified in WIOA) and legal matters, (i.e. is the provider licensed to operate in NYS, etc.). All of this information is captured on the ETPL during the application process. Note that while the State maintains the ETPL, it is the LWDBs that actually populate it through approvals of training providers and courses in their LWDA. LWDBs also determine if the training is eligible for funding. For continued eligibility, the ETPL has a functionality built in to ask providers for updated information on a yearly basis. Once submitted, the LWDBs will be asked to review the new data and reapprove. If nothing is submitted, the providers are automatically removed from the list.

In summary, WIOA requires New York State Department of Labor to establish eligibility criteria and procedures for a State Eligible Training Provider List. The State oversees the inclusion of training providers onto the ETPL. and posts the Application for Training Providers on their website.

The State list of eligible training providers and programs and the related eligibility procedures ensure the accountability, quality and labor-market relevance of programs of training services that receive funds through WIOA Title I, Subtitle B. The State list of eligible training providers and programs also is a means for ensuring informed customer choice for individuals eligible for training. In administering the eligible training provider eligibility process, States and local areas must work to ensure that qualified providers offering a wide variety of job-driven programs of training services are available. The State list of eligible training providers and programs are made publicly available online through the State's website and searchable databases as well as any other means the State uses to disseminate information to consumers, including formats accessible to individuals with disabilities. The list must be accompanied by relevant performance and cost information and must be presented in a way that is easily understood, in order to maximize informed consumer choice and serve all significant population groups, and also must be available in an electronic format.

Procurement Compliance:

The application process for training providers is advertised on the New York State Department of Labor website.

1. The Individual Training Account (ITA) system does not require a competitive process in seeking Training Providers, rather the application process through the New York State Department of Labor's Eligible Training Provider List allows for transparency and a universally accessible process to both the customer and the provider of training services.
2. An RFP process will be conducted when the Local Board chooses not to use the State's ETPL application process for such reasons as a lack of suitable training providers and/or the need for training that requires a contractual agreement.

ITA/ETPL Waiver:

Contracts are to be used **in lieu** of an individual training account for such reasons as services are on-the-job training, customized training, incumbent worker training; the Local Board has determined that there are an insufficient number of eligible providers of training services in the local area to accomplish the purpose of a system of individual training accounts; the Local Board determines that there is a training service program of demonstrated effectiveness offered in the local area by a community-based organization or another private organization to serve individuals with barriers to employment; the Local Board determines that it would be most appropriate to award a contract to an institution of higher education or other eligible provider of training services in order to facilitate the training of multiple individuals in "in-demand" industry sectors or occupations; the contract is a pay-for-performance contract (which the Local Board implements for individuals determined to be "hard-to-serve") with a 10% cap of Adult and Dislocated Worker funding for such performance-based contracts.

## OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE LOCAL WORKFORCE DEVELOPMENT BOARD

### Policy for Follow-up Services for WIOA Adult and Dislocated Worker Exiters

**A. Background:** Follow-up Services is one of the three types of WIOA-defined career services provided to WIOA-eligible adults and dislocated workers. WIOA 20 CFR Section 680.150(c) requires that Follow-up Services be made available to WIOA Adult and Dislocated Worker (DW) program participants who are placed in unsubsidized employment, for a minimum of twelve (12) months following the first day of employment. Additionally, TEGL 10-16 requires that “follow-up” performance data of all WIOA Adult and Dislocated Worker program participants who have exited the program (see section C-3 for exclusions) be obtained and reported for a minimum of twelve (12) months following exit.

#### **B. Definitions**

**1. Exit:** As defined by WIOA regulation section 677.150(c), the exit date is the last date of service with no plans to provide the participant with future services. The exit date is determined only after ninety (90) days have elapsed since the participant last received services, and no additional services are scheduled. For purposes of determining the exit date, information-only activities, self-service, or Follow-up Services are not considered services that would postpone the onset of the 90 days.

The date of exit is applied retroactively to the last date of service. Once 90 days of no services has elapsed and the participant has an official exit date applied retroactively to the last date of services, the program continues to provide follow-up services for the remaining 275 days of the 12-month follow-up obligation. The 12-month follow-up requirement is completed upon one year from the date of exit.

Each exit of a participant during a program year must be calculated as a separate period of participation, if a participant has more than one exit in that program year.

**2. Program Completion:** A case note must be recorded in OSOS Comments Tab when the participant completes a service. The program completion case note must include a summary of the participant’s engagement in the program including service needs at the time of the individual’s program enrollment, services provided, outcomes of services, and date and reason for program completion. The date of program completion recorded in the OSOS Comments Tab must match the program completion date recorded in the OSOS Services Tab.

**3. Follow-up Data Collection:** As required by WIOA Section 116 and TEGL 10-16, “follow-up” data collection and reporting on employment, wages, and credential attainment of all program participants who exited the Adult or Dislocated Worker programs is required quarterly for up to twelve (12) months post-exit.

**4. Follow-up Services:** As defined in WIOA regulation Section 678.430(c), Follow-up Services is the offering and provision of employment retention services such as counseling about the workplace to participants who are placed in unsubsidized employment to assist them to retain and advance in their employment. Follow-up Services are offered and provided for up to twelve (12) months after program “close-out” following the first day of employment.

**C. Pre-Exit Policy:** When the participant has completed the individual service plan, the participant then exits the program if no other services are provided within ninety (90) days, and follow-up services will begin at the point of exit. However, to more effectively serve the

needs and goals of participants, this office will continue engagement of participants until they are successfully placed in employment. Specifically, the LWDB will offer a sequence of services that will bridge post-training support, exit, and will include the provision of a variety of career and training services and activities that will promote employment opportunities during active enrollment, and allow for follow-up services to begin at the point of exit coinciding with successful employment placement.

#### **D. Follow-up Policy**

##### **1. Follow-up Services**

Follow-up Services are provided to WIOA Adult and Dislocated Worker Grant-recipients (this policy will also include participants registered under the Trade Adjustment Act), who have exited the program and entered unsubsidized employment. Services are designed to help individuals retain employment, earn wage gains, and advance within their occupation. Follow-up Services are delivered as described in sections a-g below:

- a) Follow-up Services are offered and provided by assessing each participant's employment retention needs and offering the necessary support for the participant to retain and advance in the job.
- b) Follow-up Services must be provided, at a minimum once every month for 12 months following program Exit. Follow-up Services are initially offered within the first 30 days following program close-out due to unsubsidized employment.
- c) Follow-up Services include, but are not limited to:
  - i. Counseling regarding the workplace
  - ii. Help to secure better paying jobs, career planning and counseling
  - iii. Resolving work-repeated problems
  - iv. Contact with the participant's employer to assist with work-related difficulties
  - v. Peer support groups
  - vi. Providing information about educational and employment opportunities
  - vii. Referral to supportive services in the community.
- d) Follow-up Services must include more than a contact being made to obtain documentation regarding a performance outcome.
- e) WIOA-funded supportive services are not allowable post-exit activities, therefore, are not provided as a Follow-up Service.
- f) Follow-up services and case notes documenting the provision of follow-up services must be recorded in the OSOS data system. Case notes must contain specifics about the follow-up services provided, outcomes of conversations or in-person meetings, and job placement updates. Case notes must be entered as soon as the services are provided.
- g) Attempts to contact a participant for follow-up services must be made to all phone numbers affiliated with the participant and at least one other contact method (i.e. email, text messaging, letter, etc.). Efforts to contact the participant must be documented in the OSOS Comments Tab.

##### **2. Follow-up Data Collection**

For WIOA program **performance-reporting** purposes, post-exit follow-up data is obtained and recorded for all Adult, Dislocated Worker (and, TAA) participants who have exited the program.

- a) The following WIOA performance data elements are collected regardless of the reason for the exit (including those who exit for reasons other than unsubsidized employment):
  - i. employment status
  - ii. wage data
  - iii. credential attainment
- b) Follow-up efforts to obtain performance data are performed at least once per quarter for the 12-month period following the participant's exit date. The quarter for collecting follow-up data is determined by the quarter in which the date of exit occurs. Details of attempts made to obtain performance information will be noted in OSOS.
- c) Performance data is entered in the OSOS system. Documentation proving performance outcomes are filed in the participant's folder.

### **3. Exclusions**

If a participant meets one of the criteria listed below, they are excluded from performance and additional Follow-up Services:

- a) Institutionalized: the participant exits the program because he or she has become incarcerated in a correctional institution or has become a resident of an institution or facility providing 24-hour support such as a hospital or treatment center during the course of receiving services as a participant.
- b) Health/Medical: the participant exits the program because of medical treatment and that treatment is expected to last longer than 90 days and precludes entry into unsubsidized employment or continued participation in the program.
- c) Deceased: the participant is deceased.
- d) Reserve forces called to active duty: the participant exits the program because the participant is a member of the National Guard or other reserve military unit of the armed forces and is called to active duty for at least 90 days. Exceptions to the Provision of Follow-up Services and Follow-up Data Policy (TEGL 10-16, Change 2, Attachment II)

### **4. Procedures for the Implementation of Follow-up Job Retention/Advancement Services and Follow-up Data Collection Activities:**

- a) All participants must be informed of Follow-up Services at the time of enrollment, which must be clearly documented in the OSOS Comments Tab. (Please see the attached "WIOA Follow-up Services Form"). Participants will receive a reminder of Follow-up Services prior to program completion and upon entering unsubsidized employment. Contact will be a two-way communication by telephone, in person, email or other social media. All attempts (successful or unsuccessful) to contact the participant will be documented in the OSOS data system.
- b) Providing Follow-up Services for participants placed in unsubsidized employment requires that staff offer and provide Follow-up Services by contacting participants, evaluating their employment retention needs, and offering support to help them retain and advance in their job. Services offered will differ depending on the participant's assessed need.
- c) Follow-up services to assist participants in retaining and advancing in current employment are achieved through a variety of methods including but not limited to in-person conversations if the participant can come into the office, telephone

- calls, Zoom Meetings, or any other practical means most effective in supporting the participant.
- d) Staff offer and provide Follow-up Services:
    - i. Within the first 30 days following program close-out due to unsubsidized employment.
    - ii. Between 30 and 60 days after the program close-out date
    - iii. Between 60 and 90 days after the program close-out date
    - iv. And, at least once per month for the remaining twelve (12) months.
  - e) Follow-up Services will involve a two-way exchange between staff and the participant or employer, and will include:
    - i. Counseling regarding the workplace
    - ii. Help to secure better-paying jobs, career planning and counseling
    - iii. Resolving work-repeated problems
    - iv. Contact with the participant's employer to assist with work-related difficulties.
    - v. Peer support groups
    - vi. Providing information about educational or employment opportunities.
    - vii. Referral to supportive services in the community.
  - f) Post-exit follow-up activities will include collecting and documenting performance data for all participants who exited the program, and case noting this activity in the OSOS Comments Tab.
  - g) Program staff must obtain follow-up performance data regarding the participant's employment status, wages, and attainment of credentials. Efforts to obtain performance data will be made at least once per quarter for the 12-month period following the participant's exit date.
  - h) Methods of obtaining performance data will include contacting participants, their employers, the customer's education and training provider, and utilizing available electronic databases. Attempts to make contact with a participant to obtain performance outcomes must be made to all phone numbers affiliated with the participant and at least one other contact method (i.e. email, text messaging, letter). Efforts to acquire performance data will be documented through case notes in the OSOS Comments Tab.
  - i) Documentation of performance includes:
    - i. Employment status and wages (as per TEG-26-16)
      - a. Paycheck stubs (minimum of two paystubs)
      - b. Tax records, W2 form
      - c. Wage record match with other partners with whom data sharing agreements exist.
      - d. Quarterly tax payment forms, such as an IRS form 941
      - e. Document from employer on company letterhead attesting to an individual's employment status and earnings.
      - f. Self-employment worksheets signed and attested to by program participants.
      - g. Detailed case notes confirming verbal verification by employer and signed by staff. Detailed case notes in the OSOS Comments Tab are to include the following information:

- Name and title of the employer staff that verified the employment information.
  - Date of contact with employer staff
  - Dates of employment (hire date and last date of employment, if applicable).
  - Pay rate
- ii. Credential Attainment (as per Technical Advisory #18-6.2 and TEGL 23-19, Change 1, Attachment II - Source Documentation)
- a. Copy of a WIOA Recognized Postsecondary Credential - diploma, degree, license or certificate.
  - b. Certificate of completion of an apprenticeship, or certificate approved by the New York State Education Department (NYSED) or another State agency.
- J) Exited-Participant Requests Not to Be Contacted - if during the twelve (12) months of offering follow-up services and reaching out to participants to obtain required follow-up performance data, an exited-participant requests not to be contacted, staff must take the following steps:
- i. Review the benefits of Follow-up Services with the participant.
  - ii. Ensure that the participant knows how to contact staff in the event the participant changes his/her mind or employment circumstances change.
  - iii. Document the participant's request in the OSOS Comments Tab with information to include the date of the request, the reason for the request, and a summary of the information provided to the participant.
  - iv. Follow-up data for performance reporting is still pursued through all other suitable, third-party means. As applicable, follow-up data may be obtained by third-party employment and wage record databases, and if allowable and appropriate, contacts with employers, and education and training providers.
  - v. Impact of Re-enrollment on Follow-up Data Collection (TEGL 10-16) - if during the 12-month follow-up data collection period, the participant re-enrolls in the WIOA Adult or Dislocated Worker program, efforts to collect quarterly performance data for the initial program participation period must continue until the initial 12-month follow-up period ends. Re-enrollment in WIOA Adult or Dislocated Worker program starts a new, separate participation period. When the participant exits the new program participation period, a new 12-month follow-up period starts.
- k) Discontinuing Follow-Up Services -  
Follow-up contact attempts may be discontinued if, after 90 days following Exit (one quarter), the participant:
- i. Declines to receive Follow-up Services;
  - ii. Is unreachable (staff must have attempted contact, at minimum, once per month for three consecutive months and have used an assortment of contact methods);

- iii. Refuses to divulge information;
- iv. Has relocated out of the state with no intention of returning; or
- v. Meets the exclusion criteria (as described in Section 3)

(2022)

**OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE LOCAL WORKFORCE DEVELOPMENT BOARD**

**Policy for Follow-up Services for WIOA Adult and Dislocated Worker Participants**

Follow-Up Services Form

It is a requirement of the Workforce Innovation and Opportunity Act (WIOA) that Follow-up Services be offered/provided to all participants who complete WIOA programs/services. Follow-up Services are designed to help individuals retain employment, earn wage gains, and advance within their occupation. Follow-up Services are offered and provided by assessing each participant's employment retention needs, and offering the necessary support for the participant to retain and advance in the job.

Follow-up Services include the following components, and will incorporate additional elements based on individual need:

- a) Counseling regarding the workplace
- b) Help to secure better-paying jobs, career planning and counseling
- c) Resolving work-repeated problems
- d) Contact with the participant's employer to assist with work-related difficulties
- e) Peer support groups
- f) Providing information about educational or employment opportunities
- g) Referral to supportive services in the community

I understand that Follow-up Services are available to me at no cost, after I have obtained unsubsidized employment.

I am interested in participating in Follow-up Services and can be contacted by phone at: \_\_\_\_\_, and/or by email at: \_\_\_\_\_

I would like to learn more about Follow-up Services, and request that I be contacted by phone at: \_\_\_\_\_ and/or by email at: \_\_\_\_\_

I elect to NOT RECEIVE Follow-up Services - please provide reason (optional): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature/Date

(2022)

## Disruptive Customer Policy

Effective: September 26, 2018

The Workforce Development Board fully supports the concept of universal access for all customers seeking employment and training services through the Workforce Partnership. However, any behavior that poses a safety risk to employees or customers, or that disrupts the proper functioning of the Career Centers will not be tolerated. Protective and safety measures must be provided for employees, members of the public, and property

This policy addresses three categories of disruptive customer behavior and the mandatory actions that must be taken in response to each of these behaviors: 1. Physical, violent or harmful behavior; 2. Disruptive behavior; and 3. Violation of Center rules (**Internet Policy** and **Code of Conduct**.)

1. **Physical, Violent, or Harmful Behavior:** Violent behavior occurs when any customer commits or threatens to commit a physical assault, brandishes or wields a weapon, or exhibits any violent behavior (e.g. kicking furniture, hitting head on wall, damaging property, etc.) that causes or threatens physical injury or the fear of physical injury to staff or customers. Aggressive behavior, engaging in loud or boisterous speech suggesting retribution or violence, or engaging in unwanted physical touching or contact with staff or customers will also be treated as violent behavior. Violent behavior may also include threats of violence or bodily harm received by telephone or in writing.
2. **Disruptive Behavior:** Behavior is classified as disruptive if it interferes with the normal operation of the One-Stop system facility, making it difficult for staff to deliver, or customers to benefit from, the services that are available. Examples of disruptive behavior would include individuals who are loud or argumentative or who make harassing or derogatory comments to other customers or to staff. Repeated disruptive or disorderly conduct, exhibiting indecent behavior, violating an order of protection, or hacking into or introducing a virus into One-Stop system computers may elevate the behavior to the level of violent or harmful behavior resulting in more serious penalties.
3. **Violation of Center Rules (**Internet Policy** and **Code of Conduct**):** Individuals who ignore or disobey the reasonable rules or guidelines that have been established to ensure effective and-cost efficient operations at the local site are also guilty of disruptive behavior. Examples of behavior that fall under this category are individuals who repeatedly spend too much time on computers while others are waiting; individuals who visit pornographic sites, chat rooms or other non-business-related sites, individuals who overstay their time-limits on the telephone or the computer (in offices that have such restrictions), individuals who conduct personal business on Resource Room computers, etc.

### Procedures:

- **Physical, Violent or Harmful Behavior:**  
**Required Action:** All physical assaults or threats of bodily harm to Career Center workers or customers are serious matters which should be reported to the police immediately. In any situation where there is a risk of bodily harm, building security (if available) should be immediately notified, and the police should be immediately called for assistance in removing the violent individual from the premises. Threats of violence or bodily harm

received by telephone or in writing should be reported to the police. In the case of a telephone threat, any identifying information, including Caller ID, should be documented. In the event of threats made in writing, the documents received should be preserved as evidence.

**Notification to the Offender:** Customers removed for violent behavior must be suspended from returning to any Career Center location for a period of not less than six months. The time frame for the suspension may vary according to the severity of the incident. In most cases, if the police are called to intervene or investigate an incident, they will assist staff in determining whether criminal charges may be brought against the offender. Criminal charges may be justified when the following behavior occurs or at any time when decisive action is deemed necessary to prevent such acts: · the incident involves a threat to the safety of staff or the public, such as flourishing knives or other weapons; or physical attacks upon staff or members of the public; · the incident involves indecent or offensive behavior; there are repeated incidents that disturb the operation of the office; or · the incident involves a failure to obey a Court Order requiring that the individual remain away from the office. The Career Center Manager shall notify the customer of this suspension in writing. The wording for this letter may vary depending on the particular circumstances of the incident but shall contain a statement advising that the customer may request a hearing if he or she disagrees with the decision. If the customer fails to request a hearing within the 15 days, or fails to appear for the hearing, the suspension remains in effect for the specified time. If the offender attempts to report to any Career Center during the suspension period, staff should advise the customer that he or she is currently suspended from receiving services and request that he or she leave. Staff should document the verbal instructions given to the customer and any disruptive or threatening actions

- Disruptive Behavior

**Required Action:** Employees who encounter unruly customers or customers who subject them to harassing or abusive treatment should advise customers to refrain from such actions and warn them that further such conduct could result in their removal from the premises. If customers continue to exhibit disruptive behavior, employees should contact their supervisor who will attempt to discuss and resolve the problem. Security staff should also be notified in offices where security is available. Staff should be alert to possible underlying reasons for a customer's disruptive behavior such as intoxication (alcohol or drugs), disabilities, mental health disorders, or other medical conditions that may result in specific disruptions. If the customer is receptive, the Center Manager should try to counsel the individual and refer him or her to an appropriate supportive service provider. There may be accommodations that can be made that will allow the customer to continue receiving services yet minimize any negative impact on other customers. For example, disruptive behavior may be quelled by scheduling the customer to use the Resource Room when the office has a slow period if a high-activity environment causes the customer to become agitated or unable to focus.

**Notification to the Offender:** A customer who is removed for disruptive behavior (e.g., who would not cease their behavior upon request, who had no apparent extenuating circumstance(s) prompting the behavior, or who refused referral for further assessment or assistance) should be suspended from returning to the premises for a period of not less than ten (10) business days. The customer should be immediately verbally notified of this suspension and advised that he or she will receive a written notification of the suspension in the mail. The Center Manager will send the written notification to the disruptive

customer A second occurrence of the offending behavior will result in a ninety (90) day suspension, with the customer having the right to request a hearing Any subsequent occurrence of the behavior will result in a suspension for one year, with the customer having the right to a hearing.

- Violations of Center Rules (**Internet Policy** and **Code of Conduct**.)  
**Required Action:** Any customer who violates a rule or policy of the Career Center should first be verbally notified of the violation and informed that any subsequent infraction will result in a loss of privileges (the privileges associated with the particular rule that is being violated; e.g. use of the computer, telephone, fax machine, etc.). Staff should document the verbal instructions given to the customer in OSOS. In the event a customer is found to have a pattern of violating any rule (i.e. has violated the rules two or more times), staff should inform the customer that his or her privileges will be suspended. Staff should ensure the customer closes out operations on the computer, if appropriate, and advise the customer that he or she will receive a written notice of suspension in the mail. The suspension period may range from five (5) to ten (10) business days. **Notification to the Offender:** The Career Center Manager shall determine the appropriate suspension period (5 – 10 business days) and send the written notification to the disruptive customer A third occurrence of the behavior resulting in the initial loss of privileges will result in a suspension for 90 days. If the offender reports to a One-Stop system location during the suspension period and attempts to access the service or privilege from which he/she has been suspended, staff should advise the customer that he or she is currently suspended from using those specific privileges and direct him or her to alternative services if appropriate. The customer has a right to a hearing.

#### Documentation

It is important to carefully and thoroughly document all incidents of disruptive behavior by customers, and actions taken by staff, so that it will be available as evidence to support administrative actions that need to be taken if the matter is later subject to due process. When an incident occurs, staff should describe the event in writing, noting the specific behavior and conduct of the customer, the date and time of the incident, and the action(s) taken by staff. If there are multiple witnesses to the occurrence, all staff involved should record what they witnessed. Verbal warnings that are issued to customers should also be recorded.

## **Functional Alignment Policy**

Effective: September 26, 2018

### **NYS Guidance**

Workforce Development System Technical Advisory #06-3  
Workforce Development System Technical Advisory #06-3.2  
Workforce Development System Technical Advisory #15-12

Functional alignment within the One-Stop Delivery System shall be used as a tool to effectively organize WIOA and Wagner-Peyser staff and facilities in a manner that improves customer access and services. The goals of Functional Alignment are to streamline customer service delivery, capitalize on the strengths of staff, location, and/or technology to deliver services, and thereby reduce duplication. Career Center service delivery procedures must include common intake forms, single points of customer service, common goals, data and measures; and services delivered according to customer need rather than program focus.

Collaboration and consistent communication between the Massapequa Career Center Manager and the Hicksville Career Center Manager/NYSDOL Supervisor with regard to staff oversight and supervision are essential to avoid potential difficulties and to ensure efficiency and the best possible service to the customer. The roles and responsibilities of the managers with regard to staff training, work schedules, attendance, vacation and leave, counseling and discipline, performance evaluations, resource room schedules/coverage shall be in accordance with those set forth in WDS Technical Advisory #15-12.

## **NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY**

### **PURPOSE/BACKGROUND**

The purpose of this policy is to provide guidance on Nondiscrimination and Equal Opportunity processes for the Workforce Development Board (WDB) of the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Area to ensure all financially assisted programs or activities funded under the Workforce Innovation and Opportunity Act (WIOA) are devoid of discrimination. Specifically, the Nondiscrimination and Equal Opportunity provisions found in Section 188 of Workforce Innovation and Opportunity Act (WIOA) and Title 29 CFR Part 38 prohibit discrimination on the grounds of race; creed; color; sex (including pregnancy, childbirth and related medical conditions, sexual orientation, predisposing genetic characteristics, transgender status and gender identity or expression); national origin (including Limited English Proficiency (LEP)); age; disability; familial status; marital status; military status; status as a victim of domestic violence of any individual; political affiliation or belief; and disallow discrimination against beneficiaries, applicants, and participants on the basis of citizenship, including nationals of the United States and lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States, participation in any Workforce Innovation and Opportunity Act (WIOA) Title I financially-funded program or activity. All recipients under the Workforce Innovation and Opportunity Act (WIOA) Title I must be ensured equal opportunity and nondiscrimination in programs and activities funded in whole or in part under WIOA. Further, any entity which receives funds authorized under WIOA is prohibited from discriminating against any individual on the grounds previously stated. Enforcement of this responsibility includes compliance with all nondiscrimination requirements in both the administration and operation of programs, activities, and employment. These regulations apply to all programs and activities provided by One-Stop Partner Agencies of the Oyster Bay-North Hempstead-Glen Cove LWDA.

### **POLICY**

The WDB assures it has the ability to comply with the nondiscrimination and equal opportunity provisions in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded with WIOA Title I funds. The WDB and its sub-recipients will foster equal opportunity and non-discrimination in administering all aspects of the Act and comply with all federal, state, and local provisions of the law.

#### **Participation, Benefits, and Employment**

No individual is to be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program or activity because of race, color, religion, sex (except as

otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

#### Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under WIOA Title I with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

#### Certain Noncitizens

Participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

#### Basis of Disability

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability shall solely by reason of his or her disability be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Basis of Accessibility Requirements No qualified individual with a disability may be excluded from participation in, or be denied the benefits of a WDB's service, program, or activity, or be subjected to discrimination by the WDB because its facilities are inaccessible or unusable by individuals with disabilities.

### **NOTICE AND COMMUNICATION**

*Equal Opportunity is the Law:* Individuals entering the American Job Center (AJC) locations must be able to view the "Equal Opportunity is the Law" poster prominently posted in the Center. The notice must be available in English in all locations, and in areas which have identified a significant non-English speaking population, the notice must also be posted in those languages. For further information on language notice requirements, see the Limited English Proficiency Policy.

During participant and employee orientations, the WDB must include a discussion of rights and responsibilities under the nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination. EO information must also be included in employee and participant handouts.

*Grievance and Complaint Procedures:* Any participant or other interested party who feels they have been adversely affected by a programmatic decision or action due to discrimination has the right to file a grievance or complaint. All persons filing grievances or complaints shall be free from restraint, coercion, reprisal or discrimination. Grievance and complaint procedures must be posted in the AJCs and given to individuals which apply or enroll in any program offered at the AJC. For further guidance on WIOA grievances and complaints, see the WIOA Grievances and Complaints Policy.

*Auxiliary Aids and Services:* These services are available upon advance request to individuals with disabilities and includes the TTY/TDD or Relay number and ADA compliant computer workstation. AJC staff members may ask individuals if they need assistance upon initial visit or during the intake and eligibility process.

*ADA/EO Tagline:* AJC and WDB staff must review and ensure that all recruitment brochures and other materials that are ordinarily distributed or communicated in written, oral, electronically and/or on paper, to staff, clients or to the public at large, include the EO tagline as follows: “*Funded Under the Workforce Innovation and Opportunity Act (WIOA). An Equal Opportunity Employer/Program. Career Centers are handicapped accessible. Auxiliary aids and services are available upon request to individuals with disabilities.*” Materials published and distributed by the AJC and/or their subrecipients, must be periodically reviewed for compliance.

*Assurances:* Contracts, cooperative agreements, job training plans, and policies and procedures must contain the nondiscrimination assurance specified in 29 CFR Section 38.25 and 38.26. The nondiscrimination assurance must state that the grant applicant will “comply fully with the nondiscrimination and equal opportunity provisions of the WIOA” (29 CFR Part 38 Preamble) and acknowledge the government’s right to seek judicial enforcement of the nondiscrimination assurance.

## **EQUAL OPPORTUNITY OFFICER**

Each local WDB must designate a local-level EO Officer. The local-level EO Officer must be a senior-level employee and report directly to the local WDB Director. The local-level EO Officer is responsible for equal opportunity compliance within the local workforce area and must be allowed sufficient authority and resources to perform these duties. The EO Officer's name, position title, address, and telephone number must be made public. The EO Officer's identity and contact information must appear on all internal and external communications related to nondiscrimination and equal opportunity programs. If the EO Officer designee changes, the WDB must notify the New York State Department of Labor’s EEO Office of the change.

The WDB EO Officer responsibilities include:

- Serving as the liaison with the NYS EO Office
- Ensuring the investigation and monitoring the WDB’s and subrecipients’ WIOA Title I funded activities and programs.
- Reviewing the WDB’s and subrecipients’ written policies regarding nondiscrimination and equal opportunity.
- Ensuring the WDB’s discrimination complaint procedures are maintained and enforced.
- Conducting outreach and education about equal opportunity and nondiscrimination requirements.

- Participating in continuing training and education, and ensuring assigned staff receive the necessary training and support to maintain competency.
- Ensuring participants, employees, and program beneficiaries are informed of their equal opportunity rights and responsibilities, and how the discrimination complaint process works.

## **PROCESS FOR COMPLAINTS ALLEGING DISCRIMINATION**

As a recipient of federal funds, the WDB and its program arm, The Workforce Partnership, are prohibited from, and do not engage in, discriminating against any individuals in the United States on the basis of race; creed; color; sex (including pregnancy, childbirth and related medical conditions, sexual orientation, predisposing genetic characteristics, transgender status and gender identity or expression); national origin (including Limited English Proficiency (LEP)); age; disability; familial status; marital status; military status; status as a victim of domestic violence of any individual; political affiliation or belief; and disallow discrimination against beneficiaries, applicants, and participants on the basis of citizenship, including nationals of the United States and lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States, participation in any Workforce Innovation and Opportunity Act (WIOA) Title I financially-funded program or activity. Further, any entity which receives funds authorized under WIOA is prohibited from discriminating against any individual on the grounds previously stated. Pursuant to U.S.C. § 3248, the Secretary of the United States Department of Labor shall issue regulations governing and implementing the nondiscrimination provisions of WIOA. Such federal regulations shall govern the process for reviewing and resolving any Complaints or grievances alleging discriminatory action.

Additionally, the Complainant or grievor reserves the right to directly file their discrimination-based Complaint with the United States Department of Labor's Civil Rights Center (CRC) at: <http://www.dol.gov/oasam/programs/crc/external-enforc-complaints.htm>.

### **I. Procedure for Filing Complaints and Grievances Alleging Discrimination:**

A. Every WIOA grantee, subrecipient, or contractor shall notify customers, applicants, employees, and interested parties of their rights under the laws enforced by the USDOL, CRC, including where and when to file discrimination Complaints under the state or local process where applicable. All discrimination-based Complaints must be filed within one hundred and eighty (180) days of the alleged discrimination.

B. The Complainant may submit their discrimination Complaint to either the Local Workforce Development Area (LWDA), Division of Equal Opportunity Development (DEOD), or the United States Department of Labor, Civil Rights Center (CRC).

i. Federal regulations require the retention and recording of any Complaint alleging discrimination.

ii. LWDA's are required to adhere to the applicable federal regulations which govern the information which shall be recorded and retained in conjunction with their reception and processing of any Complaint alleging discrimination.

C. If the Complainant chooses to file the discrimination Complaint with the LWDA or DEOD, a response shall be issued within ninety (90) days of the Complainant's filing. The resolution shall be the written Notice of Final Action. Options for resolving the Complaint shall include alternative dispute resolution (ADR), at the Complainant's election.

D. The Complainant has the right to be represented in the Complaint process by an attorney or other representative.

E. If the Complainant is dissatisfied with the resolution of his/her Complaint by the LWDA or DEOD, the Complainant may file a new Complaint with CRC within thirty (30) days of the date on which the Complainant receives the Notice of Final Action. If the State or LWDA fails to issue the Notice within ninety (90) days of the date on which the Complaint was filed, the Complainant may file a new Complaint with CRC within thirty (30) days of the expiration of the ninety (90) day period (in other words, within one hundred and twenty (120) days of the date on which the original Complaint was filed).

F. Further, the LWDA shall fully cooperate with any local, state, or federal investigation in accordance with the aforementioned proceedings or with any criminal investigation.

**Relevant Contact Information:**

**1. Director – Division of Equal Opportunity Development, New York State Department of Labor, State Office Campus, Building 12, Room 540, Albany, New York 12240; Phone: 518-457-1984; (TDD) 1-800-662-1220; (Voice) 1-800-421-1220.**

**2. Local Workforce Development Area Equal Opportunity Officer, The Workforce Partnership, 977 Hicksville Road, Massapequa, New York 11758; Phone: 516-797-4560; Fax: 516-797-4565**

**3. Or individual may file a complaint directly with:**

**Director – Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210**

# WIOA PARTICIPANT GRIEVANCE AND COMPLAINT POLICY

## INTRODUCTION

This policy provides guidance by the Workforce Development Board (WDB) of Oyster Bay-North Hempstead-Glen Cove and applies to programmatic grievances and complaints by Workforce Innovation and Opportunity Act (WIOA) participants or applicants pursuant to WIOA Section 181(c) regarding the receipt, hearing, resolution, and appeals process of WIOA Title I grievance and complaints in accordance with Title 20 CFR, Sections 683.600 and 683.610. These procedures apply only to participant or applicants' programmatic complaints alleging violations of WIOA Title I requirements in the operation/administration of WIOA programs and activities. This policy also establishes a procedure for such grievances or complaints alleging violations of the requirements of this title.

## POLICY

### General Provisions

Under this policy, written complaint procedures shall be made available to every applicant of WIOA services. Reasonable efforts will be made to ensure that complaint procedures are understood by participants, individuals and recipients of federal assistance under WIOA.

Complaints and Grievances from *Participants* and other *Interested Parties* affected by the Local Workforce Development System, including One-Stop Partners and Service Providers.

1. All complaints must be in writing, signed and filed within one year of the facts that caused the complaint.
2. The process starts when a complaint/grievance is filed with the Grievance Officer, who will log the complaint, and review it to seek a resolution. The grievance or complaint must be in writing and must be signed and dated. The grievance or complaint should contain the following information:
  - a) Full name, telephone number and mailing address of the party filing the grievance (the complainant);
  - b) Full name, telephone number and mailing address of the party or agency against which the complaint is being filed (the respondent);
  - c) A clear and concise statement of the facts and dates describing the alleged violation;
  - d) Where known, the provisions of the Workforce Innovation and Opportunity Act (WIOA) and the WIOA regulations, grant or other agreements under the WIOA believed to be violated;
  - e) Grievances or complaints against individuals, including staff or participants, shall indicate how those individuals did not comply with the WIOA law, regulation or contract; and

- f) The remedy sought by the complainant.
3. A hearing will be scheduled at least thirty (30) calendar days, but no more than forty-five (45) calendar days, from the filing of the complaint /grievance to provide the person or entity (Complainant) with an opportunity to present witnesses and other evidence.
    - a) Notice of the grievance hearing shall be in writing and include: the date, the time, and place of hearing; a statement of the law and regulations under which the hearing is to be held, and a short and clear statement of the complaint/grievance.
    - b) Note that if the Grievance Officer is successful in reaching an informal resolution with the Complainant prior to the date of the scheduled hearing, the scheduled hearing will be adjourned.
  4. At the Local Area level, a written Decision must be issued to the Complainant by the Hearing Officer within sixty (60) calendar days of the filing of the complaint/grievance.
  5. Complainants not in receipt of a written decision within sixty (60) calendar days of filing the complaint/grievance have the right to request a State Level review. Such a request must be filed within fifteen (15) calendar days from the date on which the Complainant should have received a written decision. The request for a State Level Review must be filed with the State Level Grievance Officer. State level appeals must be submitted by certified mail, return receipt requested to: State Level Grievance Officer, New York State Department of Labor, W. Averell Harriman State Office Building Campus, Building 12, Room 440, Albany, New York 12240-0001.
  6. Complainants in receipt of a written State Level hearing decision, have the right to request a Federal Level Review.