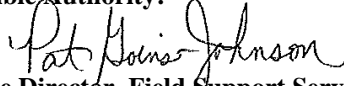
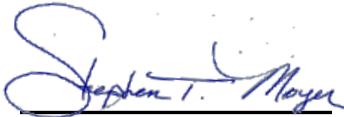


Executive Directive



Title: Occupational Education Services — Work Orders	Executive Directive Number: OPS.135.0008
Related MD Statute/Regulations: Correctional Services Article, §2-103; and Labor and Employment Article, §§11-901 — 907, Annotated Code of Maryland	Supersedes: Division of Correction Correctional Education Occupational Training Program Work Order Procedure Directive (un-numbered) dated 01/02/02
Related ACA Standards: 4-4467 – 4-4474 and 4-4479	Responsible Authority:  Executive Director, Field Support Services
Related MCCS Standards: N/A	Effective Date: January 03, 2017 Number of Pages: 8



Stephen T. Moyer
Secretary



J. Michael Zeigler
Deputy Secretary
for Operations

.01 Purpose.

This directive establishes policy and procedure for requesting, documenting and processing work orders related to services provided by an inmate in connection with the Department of Labor, Licensing and Regulation's Correctional Education Occupational Program within the Department of Public Safety and Correctional Services (Department) correctional facilities.

.02 Scope.

This directive applies to all units in the Department responsible for the care and custody of an inmate.

.03 Policy.

Subject to funding availability and Department approval, the Department, in cooperation with the Department of Labor, Licensing and Regulation (DLLR), shall offer an inmate the opportunity to participate in Correctional Education (CE) occupational education programs and training designed to prepare the inmate for entering the community workforce.

.04 Definitions.

A. In this directive, the following terms have the meanings indicated.

B. Terms Defined.

- (1) "CE" means the Correctional Education program administered by DLLR at Department correctional facilities.

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- (2) CE Occupational Program (Program).
 - (a) “CE Occupational Program (Program)” means occupational or vocational skills training offered at a correctional facility and provided by DLLR staff based on terms established in an MOU between the Department and DLLR.
 - (b) “CE Occupational Program (Program)” does not include training services under the authority of Maryland Correctional Enterprise (MCE).
- (3) “CE Occupational Program Coordinator (Program Coordinator)” is a DLLR employee responsible for the oversight of the CE occupational and workforce training programs in Department correctional facilities.
- (4) “DLLR” means the Department of Labor, Licensing and Regulation.
- (5) “Eligible customer” includes a:
 - (a) Department employee;
 - (b) Department of Labor Licensing and Regulations (DLLR) employee;
 - (c) Non-profit organization; or
 - (d) Federal, State or local government agency.
- (6) “Eligible project” means occupational services requested by and for the benefit of an eligible customer that:
 - (a) Support objectives of the CE Occupational Program;
 - (b) Meet established curriculum needs of the inmate participating in the program; and
 - (c) Comply with Department and correctional facility custody and security requirements.
- (7) “Instructor” means a DLLR employee responsible for the specific occupational training class in which the work order services are sought.
- (8) “Work Order Request” means a request for occupational services to be provided by an inmate in an CE Program in a State correctional facility.

.05 Responsibility/Procedure.

A. Submitting a Work Order Request.

- (1) A work order shall be submitted on a form or in a format approved by a DLLR Program Coordinator.
- (2) An eligible customer may submit a Work Order Request form (attached) for Program services provided at a correctional facility to the instructor.

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- (3) A Work Order Request form shall include documentation verifying that the individual submitting the Work Order Request form qualifies as an eligible customer:
 - (a) For employees, a copy of a valid identification badge, State employee identification card, or other suitable official documentation verifying employment with the Department or DLLR.
 - (b) For a non-profit charitable organization, documentation supporting tax exempt status and tax exempt number.
 - (c) For a federal, State or local government agency, if available, documentation of a government inventory number for the project item or other suitable official document.
- (4) A Work Order Request form related to a vehicle shall be accompanied by a copy of the vehicle's title or registration card.
- (5) Projects requested by a non-profit charitable organization or by a federal, State or local government agency may only involve inventoried property owned by the eligible customer or new property to be built pursuant to a Work Order Request form.
- (6) An eligible customer may not request a project for the benefit of a third party.
- (7) A eligible customer may not request a project for the purpose of resale.
- (8) All staff with access to a Work Order Request and related documents containing eligible customer personal information shall ensure that an inmate does not have access to the eligible customer's personal information.

B. Processing a Work Order Request.

- (1) Upon receipt of a Work Order Request form under §.05A(2) of this directive, the instructor shall ensure:
 - (a) The Work Order Request form is submitted by an eligible customer;
 - (b) The Work Order Request form is for the benefit of the eligible customer only and not a third party or resale;
 - (c) Required supporting documentation is submitted with the Work Order Request form;
 - (d) The Work Order Request form is for an eligible project;
 - (e) The project supports Program objectives and needs of the inmates enrolled in the Program;
 - (f) The eligible project can be completed in compliance with correctional facility and Department security and custody requirements;
 - (g) The Work Order Request form sets forth:
 - (i) A fair and equitable fee for the service requested that is in line with the goals of the Program and reflect fees included in the appropriate Program Fee Schedules (attached);

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- (ii) If any variance from the Program Fee Schedule, an explanation of the variance;
 - (iii) A list of materials to be provided by the eligible customer;
 - (iv) Materials to be provided by the Program; and
 - (v) Scrap materials to be removed by the eligible customer at the conclusion of the project;
 - (h) The Work Order Request form has been signed by the eligible customer; and
 - (i) The eligible customer has included with the Work Order request form a signed and notarized Limitations on Liability and Agreement to Indemnify Form (attached).
- (2) A Work Order Request form that the instructor determined does not to meet requirements established under §§.05B(1)(a) — (i) of this directive shall be:
- (a) Denied; and
 - (b) Returned to the individual submitting the Work Order Request form with an explanation as to why the Work Order Request form is denied.
- (3) If the instructor determined the Work Order Request meets requirements established under §§.05B(1)(a) — (i) of this directive, the instructor shall:
- (a) Sign the Work Order Request form; and
 - (b) Sign the Procedures Acknowledgement Form (attachment); and
 - (c) Forward the signed Work Order Request form and required attachments to the Principal or, if there is no Principal at the facility, the Supervising Teacher.
- (4) Upon receipt of a Work Order Request form in accordance with §.05B(3)(c) of this directive, the Principal or Supervising Teacher shall:
- (a) Review the Work Order Request form;
 - (b) Based on the review and personal judgement determine if the Work Order Request form complies with procedures established under this directive;
 - (c) If determining that the Work Order Request form does not comply with established procedures:
 - (i) Deny the request; and
 - (ii) Return the Work Order Request form to the individual originally submitting the Work Order Request form with an explanation as to why the Work Order Request form is denied; and
 - (d) If determining that the Work Order Request form does comply with established procedures sign the Work Order Request form and except for an eligible customer listed under §.05B(4)(e) of this directive, forward the approved Work Order Request form to the affected instructor; or

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- (e) If determining that the Work Order Request form does comply with established procedures, forward the Work Order Request form to the Program Coordinator if the Work Order Request form is for the following eligible customers:
 - (i) A Department employee at or above a supervisory classification;
 - (ii) A Department employee at or above the security chief classification; and
 - (iii) A DLLR employee at or above a supervising teacher classification.
- (5) Upon receipt of a Work Order Request form in accordance with §.05B(4)(e) of this directive, the Program Coordinator shall:
 - (a) Review the Work Order Request form and based on the review and personal judgement determine if the Work Order Request form complies with procedures established under this directive; and
 - (b) If determining that the Work Order Request form:
 - (i) Does not comply with established procedures, deny the request and return the denied Work Order Request form to the instructor who shall notify the individual originally submitting the Work Order Request form with an explanation for the denial; or
 - (ii) Does comply with established procedures, approve by signing the Work Order Request form and forward the approved Work Order Request form to the Principal or, if there is not a Principal at the facility the, Supervising Teacher who shall forward the Work Order Request form to the appropriate instructor.
- (6) An instructor receiving an approved Work Order Request form from a Supervising Teacher or Principal in accordance with §.05B(4)(d) of this directive shall:
 - (a) Forward a copy of the approved Work Order Request form to the:
 - (i) If the eligible customer is a facility employee who is not listed under §.05B(4)(e) of this directive, employee's managing official, or a designee;
 - (ii) Eligible customer submitting the request form; and
 - (iii) Program Coordinator; and
 - (b) Comply with requirements established under §§.05B(7)(b) and (c) of this directive.
- (7) An instructor receiving an approved Work Order Request form from the Program Coordinator in accordance with §.05B(5)(b)(ii) of this directive shall:
 - (a) Forward a copy of the approved Work Order Request form to the:
 - (i) Managing official, or a designee; and
 - (ii) Eligible customer submitting the request form;

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- (b) Include with the approved Work Order Request form forwarded to the eligible customer the following information:
 - (i) The eligible customer is responsible for providing all supplies, materials, and hardware necessary for the eligible project based upon a detailed materials list provided by the instructor;
 - (ii) The eligible customer is required to submit copies of invoices for supplies, materials, and hardware materials being delivered to the facility to the managing official or the Chief of Security for review and, if appropriate, approval;
 - (iii) The eligible customer is required to provide the instructor with 24-hour advance notice of delivery of supplies, materials, and hardware authorized by the managing official;
 - (iv) The eligible customer is responsible for costs associated with replacement of consumable materials and supplies normally maintained at the facility by the Program, and not provided by the eligible customer; and
 - (v) The eligible customer is responsible for, if applicable delivering the eligible project item, picking up the completed eligible project item, and removing scrap materials associated with the eligible project; and
- (c) If the eligible project is related to a vehicle, include:
 - (i) The actual vehicle title or registration card shall be with the vehicle brought into the correctional facility to verify ownership by comparing the VIN number on the documents with that on the vehicle and registration plate and the documents are to be returned to the eligible customer;
 - (ii) The eligible customer is responsible for removing ALL personal items and documents from all areas of the vehicle (storage space, glove box, trunk) before the vehicle enters the facility;
 - (iii) The eligible customer is responsible for removing the vehicle registration plates from the vehicle in the sally port entrance (no registration plates are permitted inside the facility);
 - (iv) An inmate may not test drive or deliver the vehicle to the eligible customer;
 - (v) An inmate may not have access to the project vehicle's keys;
 - (vi) In the event a project vehicle cannot be brought to working order, the eligible customer agrees to accept responsibility for removal of the vehicle from the correctional facility

C. Payment.

- (1) An eligible customer may not offer, and:
 - (a) An inmate may not accept payment or other compensation in connection with an eligible project.
 - (b) A State employee involved in the Program may not accept payment or other compensation in connection with an eligible project.

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- (2) An inmate, instructor, principal, employee or other individual associated with the Program may not accept payment in any form in connection with an eligible project. Violation of this policy may result in disciplinary action.
- (3) The instructor shall maintain an accounting of all costs associated with an eligible project.
- (4) Upon completion of an eligible project, the instructor shall create a final fee invoice that includes:
 - (a) A facility Program account number (one account number per facility);
 - (b) Shop name;
 - (c) Eligible customer name;
 - (d) Date the eligible project was completed; and
 - (e) Fee costs.
- (5) The instructor shall prepare an original and three copies of the fee invoice and distribute as follows:
 - (a) A copy of the fee invoice to the eligible customer;
 - (b) The original and one copy of the fee invoice to the correctional facility's business office; and
 - (c) A copy is retained for the shop's records.
- (6) The eligible customer shall pay the fee invoice by cash or check at the correctional facility's business office.
- (7) Upon receipt of full payment, the business office shall:
 - (a) Date stamp the original and copy of the applicable fee invoice;
 - (b) Mark both the original and copy of the applicable fee invoice "Paid";
 - (c) Initial the original and copy of the applicable fee invoice; and
 - (d) Deposit the payment in the proper account number and send the copy of the fee invoice marked "Paid" to the instructor for shop records.
- (8) Each instructor shall maintain a "running total" of paid and unpaid fee invoices.
- (9) The Principal or, if there is not a Principal at the facility, Supervising Teacher shall continuously monitor eligible project services and payment of fee invoices.
- (10) All fees collected in relation to an eligible project:
 - (a) Shall be deposited in the Program account at the facility from which the fees originated; and

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- (b) May be used for replacement purchases related to the Program in accordance with Financial Services and Procurement policies and procedures, statute and regulations.

.06 Attachments.

- A. Work Order Request form
- B. Work Order Procedure Acknowledgement form
- C. Limitation on Liability and Indemnification Agreement
- D. Fee Schedule — Auto Mechanics Programs
- E. Fee Schedule — Construction Programs
- F. Fee Schedule — Drafting and CAD Programs
- G. Fee Schedule — Upholstery Programs
- H. Fee Schedule — HVAC Programs
- I. Fee Schedule — Auto Body and Paint Programs

.07 History.

This directive supersedes provisions of A Division of Correction Correctional Education Occupational Training Program Work Order Procedure Directive (un-numbered) dated 01/02/02 and any other prior existing Department or unit communication with which it may be in conflict.

.08 Correctional Facility Distribution Code.

- A
- L
- S DLLR Staff

Occupational Training Program

Work Order Request Form

Institution: _____

Occupational Program: _____

Name of Eligible Customer: _____

Eligible Customer is (Check One):

_____ An employee of the Department of Public Safety and Correctional Services (DPSCS);

_____ An employee of the Division of Correction (DOC);

_____ An employee of the Department of Labor, Licensing and Regulation (DLLR);

_____ A non-profit charitable organization;

_____ A government entity (i.e. an entity of the Federal, State, or Local Government).

Work Telephone Number: _____ Ext. _____

Description of work to be done: _____

Materials to be supplied by Customer: _____

Fee to be charged for service: _____

Scrap Materials to be Removed by customer: _____

Vehicle Make: _____ Model: _____ Color: _____

Eligible Customer: _____ Date: _____

Instructor: _____ Date: _____

Supervisor: _____ Date: _____

Occupational Program Coordinator: _____ Date: _____

Date Project Accepted: _____

Date Project Completed: _____

**DEPARTMENT OF LABOR, LICENSING AND REGULATION OCCUPATIONAL
TRAINING PROGRAM WORK ORDERS POLICY AND OCCUPATIONAL
TRAINING PROGRAM WORK ORDERS PROCEDURES ACKNOWLEDGMENT
FORM**

I have read the Occupational Training Program Work Orders Policy and Procedures for the Department of Labor, Licensing and Regulation and understand that I must comply with its requirements. I also understand that violating this Occupational Training Program Work Orders Policy and/or Procedures may result in disciplinary actions, up to and including termination.

Employee Signature and Date

Print Name

LIMITATIONS ON LIABILITY AND AGREEMENT TO INDEMNIFY:

1. The customer understands the risks involved in bringing property into a correctional institution. The customer agrees to assume all liability for risk of loss and/or damage to any personal property delivered to any correctional facility. In no event shall the State, DPSCS, DOC, DLLR or any of their employees or agents assume, or be held responsible for loss of personal property and/or damages that may occur in connection with property brought into a correctional facility.

2. The customer understands the risks involved in having the requested work performed by students/inmates. /the customer agrees to assume liability for all risks associated with the requested work. The customer specifically understands that neither the State agencies involved nor the instructor will guarantee any materials, hardware, or craftsmanship pertaining to any work order project. In no event will the State ,DPSCS, DOC, DLLR, or any employee or agent thereof assume or accept and responsibility or liability for incomplete or faulty work.

3. The customer shall indemnify and hold harmless the State, DPSCS, DOC, DLLR and any of their employees or agents for any damages whatsoever, including but not limited to incidental and consequential damages, which may result from the performance, improper performance, delayed performance, incomplete performance, and/or nonperformance of a work order request.

Date: _____ By: _____

Customer's signature in presence of notary

Sworn to before me this

_____ day of _____, 20_____

Notary Public

My Commission expires _____

**Department of Labor, Licensing and Regulation
Career Technology and Adult Learning
Correctional Education
Work Order Fees**

All listed fees will be paid in accordance with the policies and procedures
Stated on the Work Order Agreement
Fees do not include the cost of materials to be provided by the customer

Auto Mechanic Programs

➤ Change Oil, Filter and Lube Chassis	\$ 5.00
➤ Replace Gaskets or Seals	\$ 10.00 - \$30.00
➤ Cooling System Service (Diagnose and Repair)	\$ 5.00
➤ Charging System Service (Diagnose and Repair)	\$ 5.00
➤ Starting System Service (Diagnose and Repair)	\$ 5.00
➤ Electrical System Service (Diagnose and Repair)	\$ 5.00
➤ Tune Up (all # Cylinders)	\$ 10.00
➤ Brakes (Drum or Disk) Per Axle	\$ 5.00
➤ Tire Service	
○ Mounting per Tire	\$ 5.00
○ Repair per Tire	\$ 5.00
○ Balancing per Tire	\$ 5.00
○ Rotate Tires (up to four)	\$ 5.00
➤ Exhaust System Repair/Replace	\$ 5.00
➤ Miscellaneous Services	
○ Minor (wiper blades, etc.)	\$ 5.00
○ Major (seat belt replacement, etc.)	\$ 10.00

**Department of Labor, Licensing and Regulation
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Construction Cluster Programs
(Includes: Carpentry, Plumbing and Electrical)

Build, Repair and Assembly of:

➤ Picture Frame	\$ 1.00
➤ Shelving	\$ 10.00 - \$25.00
➤ Cabinet	\$ 10.00 - \$30.00
➤ Chair	\$ 5.00 - \$25.00
➤ Stool	\$ 5.00
➤ Table/Desk	\$ 5.00 - \$25.00
➤ Dog House	\$ 20.00
➤ Bench	\$ 10.00
➤ Picnic Table/Benches	\$ 20.00
➤ Lawn Building/Shed	\$ 20.00 - \$100.00
➤ Bird House	\$ 5.00
➤ Wishing Wells	\$ 5.00
➤ Porch Swing	\$ 5.00
➤ Counter Top	\$ 10.00 - \$25.00
➤ Faucet	\$ 3.00
➤ Water Heater	\$ 5.00
➤ Water Softener	\$ 5.00
➤ Dishwasher	\$ 5.00
➤ Garbage Disposal	\$ 5.00
➤ Jet Pump	\$ 5.00
➤ Lamp Repair	\$ 2.00
➤ Electrical Cords	\$ 2.00
➤ Miscellaneous Items	\$ 2.00

Department of Labor, Licensing and Regulation
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Drafting and CAD Programs
(Engineered Drawing Originals)

➤ One Room Structure (garages, storage sheds, etc.)	\$ 7.50
➤ Multi-Room House Additions (500 – 1000 sq. ft.)	\$ 10.00
➤ Complete New House Plans (1200 – 1800 sq. ft.)	\$ 15.00
➤ Complete New House Plans (Over 1800 sq. ft.)	\$ 20.00
➤ Miscellaneous Drawing Changes	\$ 5.00

**Department of Labor, Licensing and Regulation
Career Technology and Adult Learning
Correctional Education
Work Order Fees**

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Upholstery Program

➤ Sofa – w/all loose cushions	\$ 35.00
➤ Sofa – w/loose seat cushions	\$ 30.00
➤ Sleep Sofa – Full/Queen	\$ 30.00
➤ Sleep Sofa – Single	\$ 20.00
➤ Love Seat – w/all loose cushions	\$ 25.00
➤ Love Seat – w/loose seat cushions	\$ 20.00
➤ Day Bed	\$ 40.00
➤ Recliner	\$ 15.00
➤ Swivel Rocker	\$ 15.00
➤ Arm Chair	\$ 15.00
➤ Office Chair – w/Arms	\$ 6.00
➤ Office Chair – w/o Arms	\$ 4.00
➤ Wingback Chair	\$ 15.00
➤ Stool/Bench – up to 24”	\$ 4.00
➤ Stool/Bench – 25” – 36”	\$ 6.00
➤ Kitchen Chair – Padded Seat and Back	\$ 4.00
➤ Dining Room Chair – Padded Seat	\$ 2.00
➤ Automotive Seats	
○ Front Bench	\$ 15.00
○ Bucket – per Seat	\$ 10.00
○ Rear Seat	\$ 15.00
➤ Motorcycle Seat	\$ 6.00
➤ Boat Seat	
○ Back to Back	\$ 15.00
○ Flat	\$ 8.00
➤ Miscellaneous Repairs	\$ 3.00

**Department of Labor, Licensing and Regulation
Career Technology and Adult Learning
Correctional Education
Work Order Fees**

All listed fees will be paid in accordance with the policies and procedures
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Fees do not include the cost of materials to be provided by the customer

Heating, Ventilation and Air Conditioning Programs

- Window Unit Air Conditioners
Inspect, Test and Repair \$ 5.00

- Refrigerators and Freezers
Inspect, Test and Repair \$ 5.00

**Department of Labor, Licensing and Regulation
Career Technology and Adult Learning
Correctional Education
Work Order Fees**

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Fees do not include the cost of materials to be provided by the customer

Auto Body Painting and Repair Program

➤ Repair, Align and Refinish Auto Body Panels (Per Panel)	\$ 10.00
Includes: Hood	
Front Fenders	
Rear Quarter Panels	
Roof	
Deck/Trunk Lid	
Front and Rear Doors	
Quarterpanels	
➤ Remove, Repair, Replace and Refinish Bumper (Front and Rear)	\$ 5.00 each
➤ Remove and Replace Light Assemblies (Per Light)	\$ 2.00
➤ Remove and Replace Door Latches (Per Latch)	\$ 3.00
➤ Complete Car Repair and Refinish	\$ 50.00 - \$75.00
➤ Complete Truck Repair and Refinish	\$100.00
➤ Miscellaneous Repair and Replacement (windows, etc.)	\$ 5.00