

K.20.62

MEMORANDUM OF UNDERSTANDING

One-Stop Career Center Partners

Atlantic County
Workforce Development
Board
Begin: January 1, 2020
End: December 30, 2022

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Memorandum of Understanding

Section 1: One-Stop Partnership

Purpose

This Memorandum of Understanding (MOU) is executed between the Atlantic County Workforce Development Board (WDB), the Pleasantville One-Stop Career Center, (A Proud Partner of the American Job Center Network), mandated and co-located workforce development Partners (Partners), and the Chief Elected Official (CEO). They are collectively referred to as the "Parties" to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the One-Stop Career Center(s) (American Job Center(s)) in the Workforce Development Board Area (WDB area). The WDB provides oversight of workforce programming for the WDB Area.

The parties to this Memorandum of Understanding (MOU) agree that all required Partners and co-located additional Partners have a joint responsibility to support and maintain an effective local integrated service delivery system. In addition, all parties to this MOU recognize that shared and infrastructure costs are applicable to all the required Partners. This MOU outlines the local vision for program alignment, Partner roles and responsibilities, and accountability for a coordinated service delivery system.

The Infrastructure Funding Agreement, a financial plan, include terms and conditions to fund the services and operating costs of the One-Stop Career Center(s). The Parties to this MOU agree joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the WDB area's high-standard of the One-Stop Career Center System.

This MOU defines the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the WDB Area create a seamless, customer-focused system that aligns service delivery across the board and enhances access to program services. By realizing One-Stop opportunities together, Partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These Partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

Effective Period**Section Guidance:**

Complete the blanks with the beginning and end dates of the agreement. A One-Stop Partner MOU effective period may not exceed three years, but a WDB may set a shorter effective period.

This MOU is effective as of January 1, 2020 which corresponds to the date of signing by the final signatory below and must terminate on December 30, 2022, unless any of the reasons in the Termination section apply.

One-Stop Delivery System

The One-Stop delivery system brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-Stop Partners administer separately funded programs as a set of integrated streamlined services to customers. [20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)].

One-Stop Career Centers

List all the One-Stop Career Centers in the local area.

Section Guidance:

Provide the following: for every One-Stop in the local workforce area:

- * Mailing Address,
- * Operating Hours (i.e. 8:30am-4:30pm)
- * Telephone Number
- * One-Stop Career Center URL
- * Also indicate if the site is Comprehensive (all required Partner services are provided) or Affiliate (some, but not all Partner services are provided)

Atlantic County One Stop Career Center

2 South Main Street

Pleasantville, NJ 08232

Operating Hours: 8:30 am to 4:30 pm Monday through Friday

609-485-0052

www.learntrainworkac.com

Comprehensive One Stop Career Center

Common Identifier

Section Guidance:

Complete blanks as appropriate. A WDB Area must identify itself as either an American Job Center, or use another identifier, in conjunction with "A Proud Partner of the American Job Center Network." The MOU must indicate which common identifier the WDB has chosen.

The Partners agree to identify as The Atlantic County Workforce Development Board, One-Stop Career Center in conjunction with "A Proud Partner of the American Job Center Network."

One-Stop Operator

Section Guidance:

Complete the blanks with the name of the WDB Area, the One-Stop Operator and the URL where the procurement information about the selection of the One-Stop Operator may be found.

WDB Area: Atlantic County Workforce Development Board

Operator Name: Atlantic County One Stop Coordinator

Name of Operator Contact Person: Marian Woodson

The WDB selected the One-Stop Operator, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive One-Stop Operator procurement and selection process is published and may be viewed on the WDB website at: www.atlanticcountywdb.com.

The State Workforce Development Board requires that the One-Stop Operator is re-competed every two years. Local areas may offer no more than two one-year extensions to successful One-Stop Operator contracts. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

Fiscal Agent

Section Guidance:

Complete the blanks with the Fiscal Agent Entity and Fiscal Agent Contact Person information.

Fiscal Agent: Atlantic County Workforce Development Board Fiscal Officer

Name of Fiscal Agent Contact Person: John Fata

Fiscal Agent Mailing Address: 2 South Main Street, Pleasantville, NJ 08232
Fiscal Agent Phone Number: (609) 485-0153 ext. 4806

WIOA Career Services

Section Guidance:

This section describes the basic and individualized career services, follow-up and training services being provided by the local Partners. The expectation is that this section of the MOU will be several paragraphs in length and consistent with the definitions for services found in the annex to this MOU. Attach the Service Matrix included in the local strategic plan to the end of this MOU as Attachment 1.

The Atlantic County Office of Workforce Development and the One Stop Career Center Contains the following list of partners. Each partner's services will be described separately.

Adult, Dislocated Worker, and Youth WIOA Title I: This service provides basic and individualized services as well as training services and follow up services. Title I services are responsible for providing **Basic Career Services** including eligibility assessment, intake and orientation services for Adult, Dislocated Worker and Youth customers. These services also include skill level assessments. Title I services on this level also include referrals to appropriate services to address service needs identified through the assessment process. The orientation process also includes the introduction of labor market information, guidance on demand occupations and job availability, as well as instruction on how to research and obtain additional information on job opportunities and advancement. This program also offers information on performance and cost information on training and education opportunities. Title I also offers **Individualized Career Services** that include comprehensive assessments, individual employment plans, group and individual counseling and career planning. Title I also provides **Follow-up Services** as appropriate and required. **Training Services** including the provision of Individual Training Accounts, registered apprenticeship, incumbent worker training, customized training and other training services as determined by the Atlantic WDB. For **Youth Services**, all fourteen (14) program elements identified in the WIOA statute are available in Atlantic County Workforce Development Board's local area.

Job Corps: Job Corps representatives provide outreach, orientation and interview assessments as needed for interested customers.

Migrant and Seasonal Farm Workers: Provide Basic Career Services including eligibility assessments and outreach and orientation to information as well as referral services to the contracted partner, PathStone Corporation.

Literacy Services WIOA Title II: This service provides **Basic, Individualized and Training services** related to the literacy needs of the customer. Services include English language proficiency, English language instruction, adult basic education instruction, high school equivalency

preparation and high school equivalency testing information and orientation. The primary identified partner for these services is the Atlantic Cape Community College.

Wagner-Peyser, WIOA Title III: This title provides **Basic Services** including assessment, orientation, information on job placement and labor market information. Job seekers who are veterans receive priority referrals to jobs and training as well as special employment services and assistance. In addition, the system provides **Individualized Career Services** and specialized attention and service to individuals who are disabled veterans, returning citizens and customers required to attend RESEA. WIOA Title III services are also responsible for providing employee recruitment services for local employers on a case-by-case basis. Positive recruitments and targeted resume review and outreach are included in Wagner-Peyser's services.

Division of Vocational Rehabilitation Services, WIOA Title IV: This title provides **Basic Services** including assessment and information and referral. **Individualized Career Services** including initial skill-level assessment, diagnostic testing, individual counseling, development of an individual employment plan and career planning. **Training Services** include occupational skills training, supported employment and other training services.

Unemployment Insurance Compensation: This partner provides **Basic Services** to individuals seeking assistance in filing a claim form for Unemployment Insurance Compensation. Services include 'meaningful assistance' provided by staff who are well-trained in UIC claims filing and rights and responsibilities of claimants; UIC also provides **Individualized Services** through the services of its adjudication unit.

Senior Community Service Employment Program: This partner provides **Basic Services** to individuals seeking assistance with employment. Services include interview and assessment services for those customers 55 years of age or older who seek employment. This partner also provides **Individualized Services** in the form of counseling, assessments and employment planning. These services are provided by two service providers, National Council on Aging and the state-funded 55+ program.

Partners

Section Guidance:

Provide the following information for each Partner agency which is present in the local workforce development area and is party to the MOU:

- * Name of the Partner agency
- * The name and title of the signatory for each Partner
- * The service provided: Enter "B" for Basic; "I" for Individualized; "T" for Training; "Y" for Youth; "BS" for Business. A program may provide more than one type of service. Each category is described in the Section 2: Definitions.
- * Mailing Address, Telephone Number and E-Mail of the signatory

Partner Program	Service Provided Category	Signatory Name and Title	Mailing Address	Telephone Number	Email Address	On-Site at One-Stop (Yes or No)
Migrant and Seasonal Farm Worker	B, I	Patricia Constantino, Executive Director	Pathstone Corporation-NJ Operations, 76 W. Landis Ave., Ste C, Vineland, NJ 08360	856-696-1000	pconstantino@pathstone.org	No
Title II and CTE	B,I,T, Y	Dr. Barbara Gaba, President	Atlantic Cape Community College, 5100 E. Black Horse Pike, Mays Landing, NJ 08330	609-625-1111	bgaba@atlantic.edu	Yes
Employment Services	B, I, BS	Robert Asaro-Angelo, Commissioner	NJ Department of Labor and Workforce Development, 1 John Fitch Plaza, PO Box 110 Trenton, NJ 08625	(609) 292-2975	Robert.Asaro-Angelo@dol.nj.gov	Yes
Vocational Rehabilitation Services	B,I, BS and T	Robert Asaro-Angelo, Commissioner	NJ Department of Labor and Workforce Development, 1 John Fitch Plaza, PO Box 110 Trenton, NJ 08625	(609) 292-2975	Robert.Asaro-Angelo@dol.nj.gov	Yes
Commission for the Blind and Visually Impaired	B	Robert Asaro-Angelo, Commissioner	NJ Department of Labor and Workforce Development, 1 John Fitch Plaza, PO Box 110 Trenton, NJ 08625	(609) 292-2975	Robert.Asaro-Angelo@dol.nj.gov	
Unemployment Insurance	B and I	Robert Asaro-Angelo, Commissioner	NJ Department of Labor and Workforce Development, 1 John Fitch Plaza, PO Box 110 Trenton, NJ 08625	(609) 292-2975	Robert.Asaro-Angelo@dol.nj.gov	Yes
National Council on Aging	B and I	Roger Leahy, Director	70 Lacey Road, #10, Whiting, NJ 08759	(732)-849-3705	Roger.leahy@ncoa.org	Yes
Pleasantville Housing Authority	B	Vernon Lawrence Executive Director	156 North Main St. Pleasantville, NJ 082332	(609)-646-8663	vlawrence@pleasantvilleha.org	Yes

Atlantic City Housing Authority	B	Tom Hannon, Executive Director	227 Vermont Avenue, Atlantic City, NJ 08404	609-344-1107	thannon@atlanticcityha.org	No
Ocean, Inc.,	B	Channell Wilkins, President CEO	2 West Glendale Avenue, Pleasantville, NJ 08232	609-677-8202	cwilkins@oceaninc.org	No
Family and Community Development	B and I	Forrest Gilmore, Director	1333 Atlantic Avenue, Atlantic City, New Jersey	609-345-6700	Gilmore_forrest@aclink.org	Yes

Partner On-Site Representation

Section Guidance:

Provide the number of One-Stop Partner staff members who are co-located in the One-Stop and the total hours worked per week. Also indicate if "Yes" for required Partners, and "No" for additional Partners.

Local workforce areas that utilize full-time equivalents (FTEs) may enter the total number of FTEs represented by the staff and the percentage of FTEs contributed by each program to the total FTEs. Additional rows may be added as necessary.

Partner Program	Number of Staff	Weekly Staff Hours	Number of FTEs	% of FTEs	Required Partner (Yes or No)
State Employment Services	18	35	18	100	Yes
Division of Vocational Rehabilitation Services	6	35	15	100	Yes
Unemployment Insurance	7	35	30	100	Yes
National Council on Aging	3	20 & 25	1.67	56%	No
Work First New Jersey	14	35	14	100%	Yes
New Jersey Youth Corps	4	35 & 40	4	100%	No

Responsibilities of the Chief Local Elected Official

Section Guidance:

This section describes the minimum responsibilities of the Chief Elected Official (CEO) under WIOA.

The CEO will, at a minimum:

1. In Partnership with the WDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all WDBs and their Partners, and that incorporates plans for each of the local areas in the planning region.
2. Approve the WDB budget and One-Stop Operating Budget and Infrastructure Funding Agreement.
3. Approve the selection of the One-Stop Operator following the competitive procurement process.
4. Coordinate with the WDB to oversee the operations of the One-Stop Career Center Network.

Responsibilities of the Workforce Development Board

Section Guidance:

This section describes the roles and responsibilities of the local Workforce Development Board (20 CFR 679.370).

The WDB ensures the workforce-related needs of employers, workers, and job seekers in the WDB Area and/or the region are met, to the maximum extent possible with available resources. The WDB will, at a minimum:

Local Plan

- (1) Develop and submit a four-year local plan for the local area, in Partnership with the chief elected official and consistent with WIOA sec. 108.

Regional Plan (where applicable)

- (2) If the Local Area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the Local Area is part of a planning region, the local plan must be submitted as a part of the regional plan.

Labor Market Information

- (3) Conduct workforce research and regional labor market analysis to include:

- (a) Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers in the region;
- (b) Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region specifically in collection, analysis, and utilization of workforce and labor market information for the region; and

(c) Other research, data collection, and analysis related to the workforce needs of the regional economy as the WDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.

Convening, Brokering, Leveraging

(4) Convene local workforce development system stakeholders to assist in the development of the local plan under 20 CFR 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the WDB and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the WDB.

Employer Engagement

(5) Lead efforts to engage with a diverse range of employers and other entities in the region in order to:

(a) Promote business representation (particularly representatives with optimum policy-making or hiring authority from employers whose employment opportunities reflect existing and emerging employment opportunities in the region) on the WDB,

(b) Develop effective linkages (including the use of intermediaries) with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities,

(c) Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and

(d) Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector Partnerships), that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.

Career Pathways

(6) With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.

Dissemination of Promising Practices

(7) Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers, and identify and

disseminate information on proven and promising practices carried out in other local areas for meeting such needs.

Technology

(8) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and job seekers, by:

- (a) Facilitating connections among the intake and case management information systems of the One-Stop Partner programs to support a comprehensive workforce development system in the local area,
- (b) Facilitating access to services provided through the One-Stop delivery system including access in remote areas,
- (c) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the One-Stop delivery system such as improving digital literacy skills, and
- (d) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.

Oversight

(9) In Partnership with the chief elected official for the local area:

- (a) Conduct oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and (d), and the entire One-Stop delivery system in the local area,
- (b) Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and One-Stop delivery system in the local area, and
- (c) Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA sec. 116.

Negotiate Performance Measures

(10) Negotiate and reach agreement on local performance indicators with the chief elected official and the Governor.

Negotiate Infrastructure Costs

(11) Negotiate with CEO and required Partners on the methods for funding the infrastructure costs of One-Stop Centers in the local area in accordance with 20 CFR 678.715 of this chapter, using the proscribed formula and process created by the New Jersey Department of Labor as part of the proposed MOU; or notify the Governor if they fail to reach agreement at the local level and will use a State infrastructure funding mechanism.

Selection of Providers

(12) Select the following providers in the local area, and where appropriate, terminate such providers in accordance with 2 CFR part 200:

- (a) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the WDB determines there is an insufficient number of eligible training providers in a local area, the WDB may award contracts on a sole-source basis as per the provisions at WIOA sec. 123(b),
- (b) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122,
- (c) Providers of career services through the award of contracts, if the One-Stop Operator does not provide such services, and
- (d) One-Stop Operators in accordance with 20 CFR 678.600 through 678.635.

Consumer Choice

(13) In accordance with WIOA sec. 107(d)(10)(E), work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.

Coordination with Education Providers

(14) Coordinate activities with education and training providers in the local area, including:

- (a) Reviewing applications to provide adult education and literacy activities under WIOA title II for the local area to determine whether such applications are consistent with the local plan,
- (b) Making recommendations to the eligible agency to promote alignment with such plan, and
- (c) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

Budget Administration

(15) Develop a budget for the activities of the WDB, with approval of the chief elected official and consistent with the local plan and the duties of the WDB.

Accessibility

(16) Assess, on an annual basis, the physical and programmatic accessibility of all One-Stop Centers in the local area, in accordance with WIOA sec. 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

One-Stop Certification

(17) Certify One-Stop Career Centers in accordance with 20 CFR 678.800.

One-Stop Operator Functions

Section Guidance:

Describe the roles and responsibilities of the competitively procured One-Stop Operator as detailed in the contract between the WDB and the operator.

The roles and responsibilities of the One Stop Operator/Coordinator include the following, according to the competitively-bid contract:

- Provision of career services
- Access to training services
- Access to employment and training activities
- Access to programs and activities carried out by all WIOA one-stop partners
- Access to data, information, and analysis for the labor market
- Provision of job search, placement, recruitment and employment activities.

The One Stop Operator and Coordinator will also prepare monthly data reports related to agency performance. The contracted position also has responsibility for holding quarterly partner meetings with all mandated partners to discuss One Stop operations and provide a forum for identifying system problems and creating collaborative, coordinated solutions.

Partner Responsibilities

Section Guidance:

This section describes the general commitments of One-Stop Partners to the One-Stop Career Center Network.

Each required partner must:

- (a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations;

(b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:

- (1) Provide applicable career services; and
- (2) Work collaboratively with the State and Local WDBs to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:
 - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received;
 - (ii) Federal cost principles; and
 - (iii) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700.)
- (c) Enter into an MOU with the Local WDB relating to the operation of the one-stop delivery system that meets the requirements of § 678.500(b);
- (d) Participate in the operation of the one-stop delivery system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; and
- (e) Provide representation on the State and Local WDBs as required and participate in Board committees as needed.

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the One-Stop Operator.
2. Joint planning, policy development, and system design processes.
3. Commitment to the joint mission, vision, goals, strategies, and performance measures.
4. The design and use of common intake, assessment, referral, and case management processes.
5. The use of common and/or linked data management systems and data sharing methods, as appropriate.
6. Sharing of assessments and employment plans developed by Partners for co-enrolled customers to streamline services and eliminate duplication of services.
7. Leveraging of resources, including other public agency and non-profit organization services.

8. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
9. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Co-Enrollment and Integrated Case Management

Partners are to co-enroll all customers eligible for multiple One-Stop Partner programs based on the customer's need for those services. Co-enrolled customers must be served through an integrated case management system in one, or combination of, the following methods:

1. Partner staff are cross-trained to the extent that any staff person, regardless of the program to which they are attached, can provide case management for co-enrolled customers.
2. Staff from different programs will communicate on a regular basis regarding the status and needs of co-enrolled customers.

Section Guidance:

Describe the methodology partners agree to use to achieve co-enrollment and integrated case management.

The methodology for implementing co-enrollment and integrated case management includes #2-the use of regular communication among the different partner programs to address the needs of co-enrolled customers. The procedure includes quarterly discussions during partner meetings, workforce development sub-committee meetings and individual partner discussions as needed. Partners will follow the established protocol for service referral, which includes the use of the interagency referral (IAR) mechanism to document case progress, and inclusion of the use of uniform processes for case comments and counseling comments within the AOSOS database. All partners will receive and respond to inquiries regarding customer status and case management progress. Discussions involving co-enrollment will include a plan to coordinate services in an efficient and non-duplicative manner.

Data Sharing

Section Guidance:

This section describes the responsibility of each Partner related to the sharing of customer information.

1. Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

2. Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

3. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

a. Customer PII will be properly secured in accordance with the WDB's policies and procedures regarding the safeguarding of PII.

b. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.

c. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.

d. Customer data may be shared with other programs, for those programs' purposes, within the One-Stop Career Center Network only after the informed written consent of the individual has been obtained, where required.

e. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.

4. All data exchange activity will be conducted, as practicable, in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

5. All One-Stop Center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.

Referrals

Section Guidance:

This section describes the general principles of the process of making referrals between Partners. A narrative section describing the partner referral system and feedback loop should be inserted.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the WDB Area One-Stop Career Center Network,

2. Develop materials summarizing their program requirements and making them available for Partners and customers,
3. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
4. Provide substantive referrals – in accordance with the WDB Area Referral Policy to customers who are eligible for supplemental and complementary services and benefits under Partner programs,
5. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
6. Commit to robust and ongoing communication required for an effective referral process, and
7. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

All partners to this MOU agree to use established universal referral forms including the AOSOS interagency referrals (IAR) for WFNJ customers who are being referred from eligibility; as well as all customers who are receiving literacy services through either Title I or Title II Literacy services. As part of the referral system and following the protocol established in written policy, the IAR and the Universal Literacy Form are the formalized procedures for communicating referrals, including the feedback loop, between and among partner agencies.

Programmatic Accessibility

Section Guidance:

This section affirms that the policies and procedures of the One-Stop ensure accessibility for all customers to One-Stop services. The WDB may add additional information at their discretion.

1. All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under State or Federal law.
2. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law.

Partners further assure that they are currently in compliance with all applicable State and Federal laws and regulations regarding these issues.

3. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all.

Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level.

4. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier.

5. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the One-Stop Career Center Network.

Priority of Service

Section Guidance:

This section affirms that parties to the MOU will apply the priority of services for veterans and eligible spouses and the WIOA Title I Adult priority of service.

1. All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 (public assistance recipients, other low-income individuals and basic skills deficient individuals) and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance.

2. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Outreach

The WDB and its Partners agree to develop and implement an outreach plan that includes, at a minimum:

- Specific steps to be taken by each Partner,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,

- An outreach tool kit for Partners,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

State Administered Required and Additional Partners

Because local managers representing State Administered Required and Additional Partner programs lack the authority to negotiate an infrastructure amount, the Commissioner for the New Jersey Department of Labor and Workforce Development will be responsible for establishing and implementing a methodology for ensuring required State Administered Required and Additional Partners (WIOA Title 2, Title 3, Title 4, SCSEP, Trade Adjustment Assistance, Jobs for Veterans State Grant, and Unemployment Insurance Compensation) are paying their proportionate share of One-Stop infrastructure and additional costs based on use and relative benefits received, and the Commissioner will be signatory to this MOU for those State Administered programs.

Steps to Reach Consensus (MOU)

Section Guidance:

This section describes the general steps to be taken to negotiate and execute the MOU. WDBs will specify the timeframes for each step.

1. Notification of Partners

The WDB Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Initial Meeting

The WDB Chair (or designee) is responsible for convening all required and optional AJC/One-Stop Career Center Partners to formally begin negotiations, and to ensure that, at a minimum, all One-Stop Career Center Partners from all counties within the WDB Area are appropriately represented.

3. Negotiations

Partners must submit all relevant documents to the WDB Chair (or designee) to begin the drafting of the MOU. During a timeframe established by the WDB, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

4. Draft MOU

The WDB Chair (or designee) must email a complete draft of the MOU to all Parties.

5. Review and Comment upon Conclusion of the Negotiations

Within a timeframe determined by the WDB, of receipt of the draft MOU, all Parties must review and return feedback to the WDB Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the WDB Chair (or designee) to ensure all AJC/One-Stop Career Center Partners to the MOU are aware of the comments and revisions that are needed.

Cost Allocation Methodology

On-site Partners will be allocated costs based on square footage occupied and the ratio of square footage occupied. Off-site Partners will be allocated costs based on proportionate use and relative benefits received at the physical One-Stop by comparing shared customers to total customers served.

Section 2: General Provisions and Assurances

Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the One-Stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance. Additionally, the sharing and allocation of infrastructure costs among One-Stop Partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Assurances

Section Guidance:

This section provides the assurances required of any One-Stop Partner. WDBs may add additional information at their discretion.

All Parties to this agreement shall comply with:

1. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),

3. Section 504 of the Rehabilitation Act of 1973, as amended,
4. The Americans with Disabilities Act of 1990 (Public Law 101-336),
5. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
6. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
7. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
8. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
9. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603), all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
10. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
11. Additionally, all Parties shall:
 - Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section of the MOU,
 - Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
 - Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination.

Data Confidentiality

Section Guidance:

This section affirms that the One-Stop Partners will abide by Federal, State and local laws regarding the protection of confidential information.

1. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.
2. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
3. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.
4. To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.
5. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.
6. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Accessibility

Section Guidance:

This section affirms that the One-Stop Center is physically accessible to individuals with disabilities.

29 CFR 38.13 requires that:

- (a) No qualified individual with a disability may be excluded from participation in, or be denied the benefits of a recipient's service, program, or activity or be subjected to discrimination by

any recipient because a recipient's facilities are inaccessible or unusable by individuals with disabilities.

(b) All WIOA Title I-financially assisted programs and activities must be programmatically accessible, which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communication with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity.

Accessibility to the services provided by the American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the One-Stop Career Center Network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

One-Stop Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities).

Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Modification Process (MOU)

1. Notification - When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
2. Discussion/Negotiation - Upon notification, the WDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the WDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the WDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the WDB Chair (or designee) presents the agreement as a proposed modification to

the MOU, and the remaining steps are followed. If determined that a Partner is unwilling to agree to the MOU modification, the WDB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures - The WDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within a designated timeframe such as two weeks from receipt. The modified MOU will be considered fully executed once all signatories have reviewed and signed. The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the WDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties. During the rollout of an MOU, a WDB should make all Partners aware of the requirements concerning modification and renewal of the MOU (as outlined in TEGl 16-16, RSA TAC 17-02, and OCTAE Program Memo 17-4). Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. Substantial changes, such as changes in One-Stop Partners, or a change due to the election of a new CEO, will require renewal of the MOU.

Dispute Resolution (MOU)

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when through thorough and productive discussion, a consensus cannot be reached. It is the responsibility of the CEO to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the CEO and all Parties to the MOU regarding the conflict within 10 business days.
3. The CEO shall determine the merit of the dispute and propose a resolution. In the event that the dispute is about contributions to the Infrastructure Funding Agreement, the CEO will indicate that failure to accept the proposed resolution will trigger the State Funding Mechanism.
4. The decision of the CEO shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.

6. The CEO must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CEO will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

Monitoring

Section Guidance:

This section affirms the right of representatives of cognizant Federal, State and local agencies to conduct monitoring of programs funded through federal awards.

The WDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies;
2. Those laws, regulations, and policies are enforced properly;
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
4. Outcomes are assessed and analyzed periodically to ensure performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
6. All MOU terms and conditions are fulfilled.

Non-Discrimination and Equal Opportunity

Section Guidance:

This section affirms that One-Stop Partners will comply with Sec. 188 of WIOA and other non-discrimination provisions.

1. All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.
2. All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual

orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

3. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

1. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the WDB and the One-Stop Operator have no responsibility and/or liability for any actions of the One-Stop Center employees, agents, and/or assignees.

2. Likewise, the Parties have no responsibility and/or liability for any actions of the WDB or the One-Stop Operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol Free Workplace

1. All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

2. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute.

3. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

1. All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450.

2. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Buy American Provision

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitation

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of New Jersey. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Termination

Section Guidance:

This section describes the conditions under which the MOU could be terminated.

This MOU will remain in effect until the end date specified in the Effective Period section, unless:

1. All Parties mutually agree to terminate this MOU prior to the end date.

2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period.
3. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
4. WIOA is repealed or superseded by subsequent federal law.
5. Local area designation is changed under WIOA.
6. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
7. In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.
8. Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.
9. All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Annex: Definitions

Required Partner: WIOA requires the following programs to be One-Stop Partners – WIOA Title 1 Adult, Dislocated Worker, and Youth; Job Corps; YouthBuild; National Farmworker Jobs Program; WIOA Title 2; Wagner-Peyser; Senior Community Service Employment Program; Trade Adjustment Assistance; Unemployment Insurance Compensation; Reentry Employment Opportunities; Perkins IV; Vocational Rehabilitation; HUD Employment and Training programs; Community Services Block Grant Employment and Training Programs; and TANF.

Additional Partner: With the approval of the WDB and CEO, additional Partners could include Ticket to Work and Self-Sufficiency programs; Small Business Administration Employment and Training programs; Supplemental Nutrition and Assistance Program (SNAP) Employment and Training programs; Client Assistance Program; National and Community Service Act programs; and other appropriate federal, state, and local employment, education, or training programs such as those operated by libraries or in the private sector. Such programs may also include programs providing transportation assistance, and services for those with substance abuse or mental health issues.

Co-located Partner (on-site): Partners that maintain a full-time or part-time staff presence in the One-Stop, or in the case of Unemployment Insurance Compensation, access via dedicated telephone to program staff are considered co-located Partners.

Non-co-located Partner: Partners that do not provide full-time or part-time staff to serve customers at the One-Stop Career Center are considered non-co-located Partners.

Shared Customer: Partners agree that youth, jobseekers, and businesses receiving services from more than one required Partner are considered shared customers. Shared customers benefit from services and resources delivered across multiple One-Stop Partners.

Basic Career Services

Section Guidance:

This section lists Basic Career Services under WIOA as described in 20 CFR 678.430(a).

- (1) Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- (2) Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to the application Web site;

- (3) Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;
- (4) Labor exchange services, including -
 - (i) Job search and placement assistance, and, when needed by an individual, career counseling, including -
 - (A) Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and
 - (B) Provision of information on nontraditional employment; and
 - (ii) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system;
- (5) Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs;
- (6) Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including -
 - (i) Job vacancy listings in labor market areas;
 - (ii) Information on job skills necessary to obtain the vacant jobs listed; and
 - (iii) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- (7) Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
- (8) Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
- (9) Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;
- (10) Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for Unemployment Insurance Compensation.

(i) "Meaningful assistance" means:

(A) Providing assistance on-site using staff who are well-trained in Unemployment Insurance Compensation claims' filing and the rights and responsibilities of claimants; or

(B) Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.

(ii) The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.

(11) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services

Section Guidance:

This section lists Individualized Career Services under WIOA as described in 20 CFR 678.430(b).

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

(i) Diagnostic testing and use of other assessment tools, and

(ii) 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 this chapter).

(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 (as described in § 680.170 of this chapter).

(8) Workforce preparation activities.

(9) Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and § 681.500 of this chapter.

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

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

Follow-Up Services

Section Guidance:

This section lists Follow-up Services under WIOA as described in 20 CFR 678.430(c).

Follow-up services must be provided, as appropriate, including: Counseling regarding the workplace, for participants in adult or dislocated worker who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

Training Services

Section Guidance:

This section lists Training Services under WIOA as described in 20 CFR 680.200.

1. Occupational skills training through Individualized Training Accounts (ITAs)
2. Adult education and literacy activities, including English Language Acquisition (ELA), provided in combination with the training services described above.
3. On the Job Training (OJT)
4. Incumbent Worker Training
5. Programs that combine workplace training with related instruction which may include cooperative education.
6. Skill upgrading and retraining
7. Entrepreneurial training
8. Registered Apprenticeship (combining ITA and OJT –TEGL 13-16)
9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training.
10. Other training services as determined by the WDB.
11. Post-employment one-year follow-up activities includes, but not limited to, outreach, career re-assessment, additional education opportunities, and etc.

Youth Services

This section lists the 14 youth program elements described in WIOA. Every Workforce Development Board must ensure that all 14 of these elements are made available in their local area.

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.
4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the Local Area involved.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and Peer-Centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. Supportive services.
8. Adult mentoring for the period of participation and a subsequent period for a total of not less than 12 months.
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
11. Financial literacy education.
12. Entrepreneurial skills training.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.

14. Activities that help youth prepare for and transition to postsecondary education and training.

Business Services

Section Guidance:

This section lists the business services provided by the One-Stop that are described in WIOA.

- Serve as a single point of contact for businesses, responding to all requests in a timely manner
- Provide information and services related to Unemployment Insurance Compensation taxes and claims
- Assist with disability and communication accommodations including job coaches
- Conduct outreach regarding local workforce systems' services and products
- Conduct on-site Rapid Response activities regarding closures and downsizings
- Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
- Provide access to labor market information
- Provide customized recruitment and job applicant screening, assessment and referral services
- Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
- Assist with the interpretation of labor market information
- Conduct job fairs
- Develop customized training opportunities to meet specific employer and/or industry cluster needs
- Use of One-Stop Center facilities for recruiting and interviewing job applicants
- Consult on human resources issues
- Coordinate with employers to develop and implement layoff aversion strategies
- Post job vacancies in the State labor exchange system and take and fill job orders
- Provide information regarding disability awareness issues
- Provide incumbent worker upgrade training through various modalities

- Provide information regarding workforce development initiatives and programs
- Provide information regarding assistive technology and communication accommodations
- Develop, convene, or implement industry or sector Partnerships

Section 3: One-Stop Operating Budget and Infrastructure Funding Agreement

One-Stop Operating Budget-Description and Purpose

Section Guidance:

This section describes the One-Stop operating budget and direction for completing the One-Stop Operating Budget as Attachment 2 to this MOU.

The Parties to this MOU and One-Stop Operating Budget agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
2. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
3. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
4. Ensures that costs are appropriately shared by One-Stop Career Center Partners by determining contributions based on the proportionate use of the One-Stop Centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The One-Stop Operating Budget is the financial plan that the One-Stop Partners, the CEO, and the WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the One-Stop system and the operating costs of such system will be funded, including the infrastructure costs for the One-Stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The One-Stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services

that are related to the operation of the One-Stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The One-Stop Operating Budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each Partner in proportion to the Partner's use of the One-Stop Center and relative benefit received. The One-Stop Operating Budget may be further refined by the One-Stop Partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive One-Stop Center from a specialized One-Stop Center or an affiliate One-Stop Center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and Shared services and operating costs. All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The One-Stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Effective Period (One-Stop Operating Budget)

Section Guidance:

Complete the blanks with the beginning and end dates of the IFA. A One-Stop Partner IFA effective period may not exceed three years, but a WDB may set a shorter effective period. Costs should be evaluated on annual basis to ensure that they are accurately reflected in the IFA.

This IFA is entered into on January 1, 2020. This IFA will become effective as of the date of signing by the final signatory below and must terminate on December 31, 2023, unless any of the reasons in the Termination section above apply.

Cost Reconciliation and Allocation Base Update

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide the WDB with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
 - a. Quarterly cost information and documentation of the actual costs,
 - b. Updated staffing information (per the 1st day of the 1st month of each quarter), and
 - c. Actual customer participation numbers (per the last day of the last month of each quarter).
2. Upon receipt of the above information, the WDB will:
 - a. Compare budgeted costs to actual costs,
 - b. Update the allocation bases, and
 - c. Apply the updated allocation bases, using a cost allocation methodology agreed to by all Partners, to determine the actual costs allocable to each Partner.
3. The WDB will prepare an updated budget document showing cost adjustments and will alert each Partner to the actual costs allocable to each Partner for the quarter.
4. The WDB will submit the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of the WDB's preparation and submission of adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the WDB area, the WDB will only send a copy of the updated budget.
5. The New Jersey Department of Labor and Workforce Development (LWD) will be responsible for allocating and reimbursing costs among State Administered Required and Additional Partners. Where the State is the leaseholder or where ES paid for space in the One-Stop is being used by a Required or Additional Partner, LWD will be responsible for invoicing those Partners based on the adjusted WDB developed budget.
6. Upon receipt of the adjusted budget, each Partner will review both documents and will reconcile any necessary budgeted offsets to the satisfaction of WDB no later than fifteen (15) days following receipt.
7. Partners will communicate any disputes with the adjusted budget to the WDB in writing. The WDB will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, the WDB will revise the adjusted budget upon resolution of the dispute.

Infrastructure Funding Agreement (IFA) Description

Section Guidance:

This section describes the costs that are calculated in determining the infrastructure funding agreement. The actual infrastructure funding agreement must be provided as an attachment.

1. One-Stop infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- a. Rental of the facilities;
- b. Utilities and maintenance;
- c. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- d. Technology to facilitate access to the American Job Center, including technology used for the Center's planning and outreach activities.

2. All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the American Job Center or not. Each Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

3. Partners funding the costs of infrastructure according to this IFA are the same as identified in the Partners section of the MOU.

4. All Parties agree that the cost allocation methodology for this IFA will be the same as described in the Cost Allocation Methodology section of the MOU.

Steps to Reach Consensus (IFA)

Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the WDB Area AJC/One-Stop Career Center Network. In the event that the WDB cannot reach consensus with a required partner, the State Funding Mechanism is triggered. The State Funding Mechanism cannot be triggered by additional One-Stop Partners not reaching consensus. IFAs must include information on the steps the WDB, CEO, and One-Stop Partners took to reach consensus or the assurance that the local area followed the State Funding Mechanism and a description of the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

Required One-Stop Partners

Section Guidance:

This section lists the required One-Stop Partners as provided in the Final Rules at 20 CFR 361.400. All required Partners that are present in a WDB Area must be party to the MOU.

U.S. Department of Labor

- 1. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs;
- 2. Job Corps;

3. YouthBuild;
4. Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
5. Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
6. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
7. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
8. Unemployment Insurance Compensation (UC) programs, including the Reemployment and Eligibility Assessment Program;
9. Jobs for Veterans State Grants (JVSF) programs authorized under chapter 41 of title 38, U.S.C.;
10. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

U.S. Department of Education

11. Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
12. Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
13. The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

U.S. Department of Housing and Urban Development

14. Employment and training programs;

U.S. Department of Health and Human Services

15. Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
16. Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Section Guidance:

This section describes what entities may be additional Partners.

1. Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the One-Stop Career Center Network if the WDB and chief elected official(s) approve the entity's participation.

2. Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

Additional Costs

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services. [WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Shared Operating Costs and Shared Services

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the One-Stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other One-Stop Partners, and business services. [WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Funding Types

Non-Cash - Expenditures incurred by One-Stop Partners on behalf of the One-Stop Center and non-cash contributions of goods or services contributed by a Partner program and used by the One-Stop Center.

Third-party In-kind - Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with One-Stop operations, by a non-One-Stop Partner to:

- Support the One-Stop Center in general; or
- Support the proportionate share of One-Stop infrastructure costs of a specific Partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. [2 CFR 200.4]

Cost Objective

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also § 200.44 Final cost objective and 200.60 Intermediate cost objective.

Infrastructure Funding Agreement Component

Section Guidance:

Attachment 2 must include the One-Stop Operating Budget including the IFA budget component. The IFA must include, at a minimum, the following information for every required Partner for every One-Stop Career Center in the WDB Area:

1. Square Footage Occupied
2. Total Square Footage Cost
3. Utilities Costs
4. Additional Costs (Security, maintenance)

5 All Parties agree that the steps to reach consensus for the IFA will be the same as described in the Steps to Reach Consensus section of the MOU. . Technology Costs (Software licenses, other related shared costs)

6. WIFI costs, if applicable
7. Resource Room Computer Costs
8. Assessment Related Product Costs
9. Outreach Materials Costs
10. Assistive Technology Costs

A WDB may reasonably adjust contributions based on factors such as customers served.

Atlantic County Workforce Development Board Infrastructure Narrative:

The attached budget sheets illustrate the operating budget, partner contributions- both by allocation base and cost category, and the associated infrastructure costs. The infrastructure funding agreement calculates the shared responsibility of all partners included under the Memorandum of Understanding. As depicted in the budget sheets, the funding of infrastructure is distributed among co-located partners within the One Stop Career Center. As indicated, the costs reflect a shared responsibility for the rent, utilities, other office equipment and software expense and security expense. Because of the current lease agreement, the state is assuming the fair market rate for rent and utilities while the local area is paying substantially less. The difference between the two rates will be used as *stand-in, third party cash-funding from a non-WIOA source* to meet the infrastructure needs of those partners who would not otherwise have sufficient budgeted funds to assume their shared responsibility. The amount of third party, non-WIOA funding totals \$201,001.

1. The IFA contains the infrastructure costs budget that is an integral component of the overall One-Stop operating budget. The other component of the One-Stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local One-Stop delivery system. Therefore, the Departments strongly recommend that the WDBs, One-Stop Partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local One-Stop system. The overall One-Stop Operating Budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the WDB may negotiate an umbrella IFA or individual IFAs for one or more of its One-Stop Centers.

2. It is essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all One-Stop Partners, CEO, and WDB participating in the IFA. Changes in the One-Stop Partners or an appeal by a One-Stop Partner's infrastructure cost contributions will require a renewal of the MOU. [TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

Table 1. Standard Template to complete as Attachment 2
(One-Stop Operating Budget Template.xls)

[illegible][illegible]

Note: The allocation base for on-site (co-located) partners can be based on square footage/square footage ratios.
Note: Grand totals for each table must equal.

Note: Grand totals for each table must equal.

* Additional infrastructure costs include utilities and maintenance not included in the Total Square Footage Costs, Equipment, and Technology. Contributions can be allocated based on square footage ratios for on-site partners.

** FTE costs are based on the average cost (salary and benefits) for a staff working in a job title or function

*** Customers Served Cost is generally only applicable to non-co-located partners whose customers use the physical One-Stop. Costs attributable to these customers include infrastructure costs for shared space such as public access, services such as attributed to intake and assessment, and similar. The cost allocable to non-co-located partners is the ratio of the partner customers using the physical One-Stop to the universe of customers using the One-Stop multiplied by the Total One-Stop Operating Budget.

[illegible]

Note: Grand totals for each table must equal.

Modification Process (IFA)

All Parties agree that the steps to modify this IFA will be the same as described in the Modification Process section of the MOU.

Dispute and Impasse Resolution (IFA)

Section Guidance:

This section describes the general requirements related to resolving disputes pertaining to the IFA.

1. All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

The CEO shall determine the merit of the dispute and propose a resolution. The CEO will indicate that failure to accept the proposed resolution will trigger the State Funding Mechanism.

Notice of Failure to Reach Consensus

Section Guidance:

This section describes the process that will be employed if the WDB fails to reach a consensus regarding the IFA with any required Partner.

1. Notice of Failure to Reach Consensus Given to the Governor

If the Parties cannot reach consensus on methods of sufficiently funding a One-Stop Center's infrastructure costs and the amounts to be contributed by each Local Partner program, the WDB is required to notify the Governor.

2. Negotiation Materials Provided to Governor

The WDB Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the WDB Chair (or designee) must provide to the Governor:

- The Local WIOA plan,
- The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,

- The proposed amounts or budget to fund infrastructure costs,
- The amount of Partner funds included,
- The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how Partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306),
- Any proposed or agreed on American Job Center budgets (for individual Centers or a network of Centers), and
- Any partially agreed upon, proposed, or draft IFAs.

The WDB may also provide the Governor with additional materials that they or the Governor find to be appropriate.

3. Governor Determinations and Calculations

The Governor will:

- a. Determine One-Stop Center infrastructure budget(s),
- b. Establish cost allocation methodology(s),
- c. Determine Partners' proportionate shares,
- d. Calculate statewide caps,
- e. Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and adjust allocations

Once all determinations and calculations are completed, the Governor will notify the WDB Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

4. IFA Execution

The IFA becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

Attachments Instructions

Section Guidance:

As indicated in various sections, please attach any supporting documents when submitting this completed MOU.

Attachment 1

One-Stop Partner Service Matrix

Attachment 2

One-Stop Operating Budget and Infrastructure Funding Agreement

[illegible]

[illegible]

Service Matrix

Service Matrix

[illegible]

Total One-Stop Operating Budget						
Cost Category (Choose from Dropdown)	Cost Pool (Choose from Dropdown)	Cost Item	County A (\$)	County B (\$) (If applicable)	County C (\$) (If applicable)	Total (\$)
Infrastructure Cost	Facilities	Building Lease	\$574,538			\$574,538
		AOSOS Licenses	\$17,466			\$17,466
Career Services	Salaries and Benefits	Salaries/Fringe	\$5,810,575			\$5,810,575
		Equipment				\$0
						\$0
Shared Services	Contracted Services	Security Services	\$193,626			\$193,626
						\$0
Infrastructure Cost	Facilities	Non WIOA	\$201,001			\$201,001
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total						\$6,797,206

Total Partner Contributions - By Allocation Base						
Partner Program	On-Site Partner (Yes or No)	Total Square Footage Cost	Additional Infrastructure Costs *	FTE Cost **	Customers Served Cost ***	Total
State of New Jersey						\$0
- UIC	Yes	\$61,232	\$181,822	\$584,285		\$827,339
- DVRS	Yes	\$142,055	\$0	\$758,738		\$900,793
- ES	Yes	\$189,956	\$0	\$1,697,382		\$1,887,338
Atlantic County						\$0
- WDB Title 1	Yes	\$160,144	\$29,270	\$2,482,846		\$2,672,260
- ACCC Title 2	Yes	\$0	\$0	\$0		\$0
- FCD WFNJ	Yes	\$0	\$0	\$0		\$0
- NJYC	Yes	\$11,302	\$0	\$287,324		\$298,626
- NCOA/SCSEP	Yes	\$9,849	\$0	\$0		\$9,849
- Non WIOA	No	\$201,001				\$201,001
						\$0
						\$0
						\$0
Total						6797206

Note: The allocation base for on-site (co-located) partners can be based on square footage/square footage ratios.

Note: Grand totals for each table must equal.

* Additional infrastructure costs include utilities and maintenance not included in the Total Square Footage Costs, Equipment, and Technology. Contributions can be allocated based on square footage ratios for on-site partners.

** FTE costs are based on the average cost (salary and benefits) for a staff working in a job title or function

*** Customers Served Cost is generally only applicable to non-co-located partners whose customers use the physical One-Stop. Costs attributable to these customers include infrastructure costs for shared space such as public access, services such as attributed to intake and assessment, and similar. The cost allocable to non-co-located partners is the ratio of the partner customers using the physical One-Stop to the universe of customers using the One-Stop multiplied by the Total One-Stop Operating Budget.

Total Partner Contributions - By Cost Category						
Partner Program	On-Site Partner (Yes or No)	Infrastructure Costs	Shared Services Cost	Career Services Cost	Square Footage Occupied	Total
State of New Jersey						
- UIC	Yes	\$64,026	\$25,588	\$584,285		\$0
- DVRS	Yes	\$148,343	\$59,371	\$758,738		\$673,899
- ES	Yes	\$198,340	\$79,397	\$1,697,382		\$966,452
Atlantic County						\$1,975,119
- WDB Title 1	Yes	\$160,144	\$29,270	\$2,482,846		\$0
- ACCC Title 2	Yes	\$0	\$0			\$2,672,260
- FCD WFNJ	Yes	\$0	\$0			\$0
- NJYC	Yes	\$11,302	\$0	\$287,324		\$0
- NCOA/SCSEP	Yes	\$9,849	\$0			\$298,626
- Non WIOA	No	\$201,001				\$9,849
						\$201,001
						\$0
						\$0
						\$0
Total						6797206

Note: Grand totals for each table must equal.

Infrastructure Funding Agreement - Based on Square Footage Occupied

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Partner Program	Total Infrastructure Contributions from One-Stop Budget	Square Footage Charged Including Common Space	Square Footage Occupied Including Common Space	Cost Allocation Methodology Percentage	Total Infrastructure Owed Based on Proportionate Use and Benefits Received	Amount to be Reimbursed to Partner
State of New Jersey						
- UIC	\$64,026	2,338	2,338	7.90%	\$62,611	\$1,415
- DVRS	\$148,343	5,424	5,424	18.32%	\$145,254	\$3,089
- ES	\$198,340	7,253	7,253	24.49%	\$194,234	\$4,106
Atlantic County						
- WDB Title 1	\$160,144	14,597	12,894	43.54%	\$345,299	(\$185,155)
- ACCC Title 2						
- FCD WFNU						
- NJYC	\$11,302					
- NCOA/SCSEP	\$9,849		910	3.07%	\$24,370	(\$13,068)
- Non WIOA 3rd Party	\$201,001		793	2.68%	\$21,236	(\$11,387)
						\$201,001
Total Infrastructure Costs	\$793,005	29,612	29,612	100.00%	\$793,005	\$0

Authority and Signature- National Council on Aging (SCSEP)

Section Guidance:

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, Roger J. Leahy certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

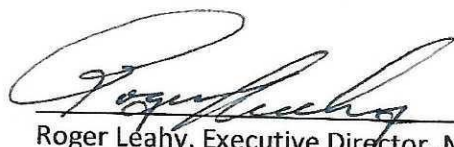
- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature:



Roger Leahy, Executive Director, NCOA

Date:

3/9/2020

Name and Title:

Roger Leahy Program Director

Agency Name:

NCOAPartner Programs
Represented:

SCSEP

Agency Contact
Information:732-849-3705 roger.leahy@ncoa.org

Authority and Signature- O.C.E.A.N Inc.

Section Guidance:

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, Channell Wilkins certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

- ☒ The MOU
☐ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☒ The MOU
☐ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature:

Channell Wilkins
 Channell Wilkins, President, CEO / O.C.E.A.N. Inc.

Date:

3/12/2020

Name and Title:

Channell Wilkins, Chief Executive Officer

Agency Name:

O.C.E.A.N. Inc.

Partner Programs
 Represented:

Community Services Block Grant (CSBG)

Agency Contact
 Information:

(732) 244-5333

Authority and Signature- Title I Workforce Development

Section Guidance:

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, FRANCIS KUHN certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature:

Francis F. Kuhn

Francis F. Kuhn, Executive Director

Date:

3-8-2020

Name and Title:

FRANCIS KUHN - ACTING EXECUTIVE DIRECTOR

Agency Name:

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARDPartner Programs
Represented:

Adult, Dislocated Worker and Youth

Agency Contact
Information:PHONE: 609-985-0153 EXT. 4805 E-MAIL: KUHN_Francis@aclink.org

Authority and Signature- Title II, AEFLA, and CTE Perkins**Section Guidance:**

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, Dr. Barbara G MBA certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature:

Barbara Gaba

Date:

3/12/2020
 Dr. Barbara Gaba, President/ Atlantic Cape Community College

Name and Title:

Dr. Barbara GABA, President

Agency Name:

Atlantic Cape Community College

Partner Programs
 Represented:

Title II, AEFLA and Perkins CTE

Agency Contact
 Information:

(609) 343-4800 ext. 4836

Authority and Signature- Migrant and Seasonal Farm Workers MSFW

Section Guidance:

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, Patricia J Constantino certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

- ☒ The MOU
☐ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☒ The MOU
☐ The Operating Budget and Infrastructure Funding Agreement

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Signature:

Patricia Constantino
 Patricia Constantino, Director, Pathstone Corporation

Date:

3/20/2020

Name and Title:

Patricia Constantino, Executive Director, PDA

Agency Name:

Pathstone Corporation

Partner Programs
 Represented:

MSFW

Agency Contact
 Information:

Patricia Constantino

Authority and Signature- Commission for the Blind and Visually Impaired**Section Guidance:**

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, _____, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

- ☐ The MOU
- ☐ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☐ The MOU
- ☐ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature: _____

Date: _____

Name and Title: _____
Dr. Bernice Davis, Executive Director

Agency Name: _____
Commission for Blind and Visually Impaired

Partner Programs
Represented: CBVI

Agency Contact
Information: _____

Authority and Signature

Section Guidance:

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, Hugh Bailey certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

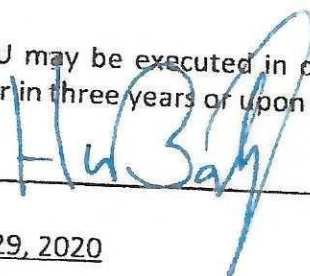
- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature:



Date:

June 29, 2020

Name and Title

Hugh Bailey, Assistant Commissioner

Agency Name:

New Jersey Department of Labor and Workforce Development

Partner Programs
Represented:

Employment Services, Adult Education and Literacy Activities, Vocational
Rehabilitation Services, Senior Community Service Employment Program, Trade
Adjustment Assistance, Jobs for Veterans State Grants, Second Chance Act
programs

Agency Contact
Information:

1 John Fitch Plaza, Trenton, NJ 08625-0055

Authority and Signature- Pleasantville Housing Authority**Section Guidance:**

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

By signing my name below, I, Vernon Lawrence certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):


- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency to the terms of (check all that apply):

- ☒ The MOU
☒ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature:



Date:

Vernon Lawrence, Executive Director
3/11/20

Name and Title:

VERNON LAWRENCE

Agency Name:

PLEASANTVILLE HA

Partner Programs Represented:

PLEASANTVILLE HA
PVCDG

Agency Contact Information:

609-646-3218

The individuals signing below have the authority to commit the parties they represent to the terms of this Agreement, and do so commit by signing below:

ATTEST:

Francis F. Kuhn

Francis F. Kuhn, Acting Executive Director
Workforce Development Board

**ATLANTIC COUNTY WORKFORCE
DEVELOPMENT BOARD**

Riaz Rajput

Riaz Rajput, Chairperson
Workforce Development Board

ATTEST:

Sonya G. Harris

Sonya G. Harris, Clerk
Board of Chosen Freeholders

COUNTY OF ATLANTIC

Gerald El Passo for

Dennis Levinson
Atlantic County Executive

APPROVED AS TO FORM:

James F. Ferguson for

James F. Ferguson
Atlantic County Counsel

The individuals signing below have the authority to commit the parties they represent to the terms of this Agreement, and do so commit by signing below:

ATTEST:

Francis F. Kuhn
Francis F. Kuhn, Acting Executive Director
Workforce Development Board

ATLANTIC COUNTY WORKFORCE
DEVELOPMENT BOARD

Riaz Rajput
Riaz Rajput, Chairperson
Workforce Development Board

ATTEST:

Sonya G. Harris
Sonya G. Harris, Clerk
Board of Chosen Freeholders

COUNTY OF ATLANTIC

Dennis Levinson
Dennis Levinson
Atlantic County Executive

APPROVED AS TO FORM:

James F. Ferguson
James F. Ferguson
Atlantic County Counsel

Authority and Signature- Commissioner, New Jersey Department of Labor

Section Guidance:

Each Partner agency signatory should sign and date their own signature page for incorporation into the fully-executed MOU/IFA.

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- ☐ The Operating Budget and Infrastructure Funding Agreement

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- ☐ The MOU
- ☐ The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification, or termination.

Signature:

Robert Asaro-Angelo: Commissioner, New Jersey Department of Labor

Date:

Name and Title:

Agency Name:

Partner Programs

Represented:

Job Corps; YouthBuild; Wagner/Peyser; TAA; UIC; JVSG; REO; DVR; TANF; IVBC

Agency Contact
Information: