8/23/17

50701

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

ROWAN COLLEGE AT GLOUCESTER COUNTY
AS THE OPERATING AGENCY OF
THE WORK FIRST NEW JERSEY
ADULT LITERACY
AND
COMMUNITY WORK EXPERIENCE PROGRAM (CWEP)
Dated:
July 1, 2017

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated July 1, 2017 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and **ROWAN COLLEGE AT GLOUCESTER COUNTY** (referred to as "Local Unit"); and

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, New Jersey 08096; and

2. The Rowan College at Gloucester County ("Local Unit") is a corporation of the State of New Jersey with offices located at 1492 & 1400 Tanyard Road, Sewell, New Jersey, 08312 ; and

3. N.J.S.A. 40A:65-1 et. sq., provides a mechanism through which counties, municipalities and other local government units may enter into an agreement for the provision of shared services; and

4. The County through the Department of Economic Development – Workforce Development Board is aware of the need to serve eligible Work First New Jersey adults with a curriculum that includes literacy, high school equivalency training, workforce readiness (soft skills) and other pre-vocational education/training; and

5. The Local Unit has the capability of serving as the operating agency of the Work First New Jersey Adult Literacy and Community Work Experience Program (CWEP) facility at Rowan College at Gloucester County and the County shall compensate Local Unity for expenditures related to the development and implementation of said Community Work Experience Program.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The goal of this Agreement is to provide Work First New Jersey, General Assistance and Supplemental Nutrition Assistance Program recipients who reside in Gloucester County job skill development and training, life skills and an adult literacy program that would lead to their earning a diploma or permanent employment.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Serve as the Operating Agency of the Work First New Jersey Adult Literacy and Community Work Experience Program (CWEP) located at Rowan College at Gloucester County.

2. Comply with all requirements, terms, and conditions as set forth in Attachments A through D annexed hereto.

3. Meet the minimum expected performance outcomes as described in Attachment A –"Program goals/ Performance."

4. Meet the expected level of service of 25 adults who will be part of the Work First New Jersey-Literacy CWEP.

C. PAYMENT

County agrees to compensate the Local Unit based on available funding as set forth in the attachments hereto and will be revised annually. Present and future funding is contingent upon funding availability from NJ/US Department of Labor and Local Unit meeting the minimum expected performance outcomes.

The Local Unit must submit monthly expenditures by the 10th of each month. Said expenditures shall be accompanied by Attachment C.

D. DURATION OF AGREEMENT.

This Agreement is to be effective for the period from July 1, 2017 to June 30, 2027. Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

E. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor any Local Unity intends by this Agreement to create any agency relationship other than which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

F. INDEMNIFICATION OF COUNTY.

(a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.

(b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers,

agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

(i) The County shall give an authorized Local Unity representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

(ii) The County shall not, without prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project.

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may be applicable to the performance of the services, described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

I. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. MISCELLANEOUS.

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto, aside from the revised annual compensation.

2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within this state, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be effective as of **July 1, 2017,** which shall be considered the commencement date of this Agreement.

ATTEST:

Laurie J Burns

LAURIE J. BURNS
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Karen Stlarski

ROWAN COLLEGE AT GLOUCESTER COUNTY

FREDERICK KEATING, PRESIDENT

ATTACHMENT A

STATEMENT OF WORK

Rowan College at Gloucester County agrees to provide 37 (LOS) eligible Work First New Jersey (WFNJ-TANF, General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) recipients a combined job skill development, job training, life skills and Adult Literacy/ABE and Test Assessing Secondary Completion (TASC) and/or HiSet program that leads to a diploma or permanent employment for participants who reside in Gloucester County New Jersey. The referral to Rowan College at Gloucester County will be supplied by the "To-Work" Case Managers/Employment Specialist and CWEP Coordinator at the American Job Center (AJC) of Gloucester County. (Formerly known as the One-Stop).

Rowan College at Gloucester County agrees to provide said services effective July 1, 2017 until June 30, 2018 for the amount not to exceed $67,910 (**Attachment B** for Program Budget).

B. Rowan College at Gloucester County agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of Rowan College at Gloucester County. The County will be held harmless as pertains to legal fees and the costs of suit. Rowan College at Gloucester County agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)

C. The County hereby agrees to be bound by all rules and regulations now in effect with the College and likewise the College hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.

D. Program Participants will spend a maximum of 36 weeks for 35 hours per week (TANF) or 30 hours per week for (GA/SNAP/ABAWD) in a combined ABE/HSE Literacy (education) and the Community Work Experience Program (CWEP) together with life skills and/or pre-vocational training.

E. As this is a Cost Reimbursement Agreement, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Development Board **by the 10th day of each month for reimbursement. (See attachments)**

Client/Work Flow

Literacy Work First Customers

- Initial TABE will be conducted at the American Job Center (formerly One-Stop Career Center) – ESL testing with Best Plus will be conducted at Rowan College at Gloucester County;
- American Job Center's Case Manager contacts Instructor at the Center to schedule TANF/GA/SNAP only customer for a Wednesday (ESL) or an interview after taking TABE.

- RCGC staff interviews customer, creates prescription and forwards all information to the appropriate Case Manager at the American Job Center in Thorofare.
- Customer begins program the Monday after the prescription interview.
- Post TABE testing will be conducted after every 50 hours of participation or at the discretion of the RCGC Site Coordinator. The customer's results will be forwarded to both MIS at the AJC and Case Manager.
- Should a WFNJ customer have a TABE score 5th grade or below, customer will be referred to DVRS as well RCGC by the Case –Manager.
    - DVRS will assess customer while customer is involved with the RCGC CWEP, therefore, DVRS assessment is now a countable activity.

Reporting and Monitoring requirements:

- E-Time sheets will be done on a weekly basis by RCGC staff for the TANF population. GA/SNAP participant's time sheets will be supplied by the AJC/WFNJ unit. RCGC Staff will Contact American Job Center WFNJ Case Manager when customer has two unexcused absences.
- Paper work such as LOS report must go to MIS at the American Job Center as well as the 50-hour TABE scores.
- All Customer information must be sent to the appropriate Case Manager.
- Monthly Progress reports must be submitted to the WFNJ Case Manager at the AJC

Extensions

- Ten days prior to extension, RCGC Staff is to contact customer's Case Manager for approval. (This will trigger OMEGA data entry by WFNJ Case Manager).
- RCGC Staff is to contact MIS via monthly service report with indication of extension.

Program Narrative:

Rowan College at Gloucester County proposes to provide integrated adult basic education and pre-vocational skills training/Community Work Experience Program (CWEP) to quickly boost Work First New Jersey customers' literacy and work skills so that they can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will attend classes to learn professional/technical content and basic skills in reading, math, writing or English language. As participants progress through the program, they learn basic skills in real-world scenarios offered by the CWEP part of the curriculum.

Rowan College at Gloucester County's WFNJ/ Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of prevocational instruction in the areas of healthcare, customer services, food safety, and technology which will lead to a nationally recognized credential. As an incentive for participants who successfully complete the Basic Skills and Prevocational training, the expense for the national credential will be paid for them. In addition, each participant will be assigned a Community Work Experience project in one of the departments at the College. Each WFNJ participant will complete the following assessments and activities prior to participating in their assigned CWEP assignment:

- Career Interest , Barriers to Employment and Learning Styles Inventory assessments;
- Work Skills classes and assessment;

- NJ Career Connections / OnRamp will be the primary job search tool;
- Career Related workshops: Dressing for Success, Team Building, Effective Communications;
- Basic Computer classes: Keyboarding, Windows & Intro to Word.

The completion of the activities and assessments will assist with the proper placement of each WFNJ participant for the CWEP activity. Placement in a particular training program will be based on the individual's employment objectives and availability.

The WFNJ participants will follow a plan of training rotations in order to develop the necessary skills to obtain gainful employment/job placement and meet program goals. Throughout the training period of 6 months, participants and RCGC staff and management will be communicating regularly with the participants' Case Managers and the CWEP coordinator at the American Job center. They will discuss strategies to develop and apply for positions that suit the CWEP participant's employment objectives. The CWEP program's main objective is to provide training to individuals with barriers to employment in order to enable them to obtain unsubsidized employment on a permanent basis. The CWEP objective is to provide life skills training for individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis.

Program Goals/Performance

Rowan College at Gloucester County's Adult Literacy/Community Work Experience Program (CWEP) is to provide a range of training, employment and support services to adults who currently have barriers to employment. The program will help participants to learn important job and life skills which will allow them to achieve economic independence and have an improved quality of life. .

Using the Gloucester County American Job Center as a referral source for CWEP participants, the goal is to enroll approximately 25 program participants during the grant period; who will attend the integrated basic skills/CWEP program to assist them with the improvement of their basic skills or obtainment of a New Jersey High School diploma credential. Placement into the CWEP prevocational program will be based upon the initial assessments. Rowan College at Gloucester County will meet or exceed the following benchmarks:

1) 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;
2) 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, and food safety.
3) 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience
4) 75% or more of CWEP participants are placed into unsubsidized employment;
5) 75% or more of CWEP participants placed into unsubsidized employment and remain employed for

a minimum of 90-days.

Program Detail

Rowan College at Gloucester County WFNJ/BREM/CWEP is designed to teach professional and technical content and to teach basic skills in reading, math, writing or English language – so students can move through school and into jobs faster. As the WFNJ participants' progress through the program, they learn basic skills in real-world scenarios offered by the prevocational part of the curriculum.

Rowan College at Gloucester County's Adult Literacy/Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of prevocational instruction in the areas of healthcare, customer services, food safety, and technology which will lead to a nationally recognized credential. As an incentive for participants who successfully complete the Basic Skills and Prevocational training, the expense for the national credential will be paid for them.

Rowan College at Gloucester County will include all of the following services within the Community Work Experience Program:

- Career Exploration activities
- Career Readiness workshops
- Computer classes: Keyboard, Windows, Intro to Word, Excel, and PowerPoint
- Prevocational educational opportunities
- CWEP Assignments
- Job Search Assistance
- Job Placement Assistance

Career Readiness and Life Skills

Rowan College at Gloucester County will be the provider of the career and life skills component of the Community Work Experience Program (CWEP). The plan is to run an open entry/open exit program that can serve approximately 30 CWEP only participants and 70 participants Literacy, who need to improve their basic literacy skills and/or obtain a New Jersey High School Diploma. RCGC's program intends to quickly boost students' literacy and work skills so that students can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will be enrolled in the programs at RCGC for a maximum of nine months.

Community Work Experience Projects

Rowan College at Gloucester County's Division of Continuing Education will provide Community Work Experience Program (CWEP) services to Gloucester County's WFNJ population. The training experience will take place in various departments of the College. For CWEP only training programs, the training projects will take place beginning at 8:30/9:00 a.m. and continue until 4:30p.m. There will be a half-hour break for lunch. The CWEP only participants will attend the program 35 hours per week. Participants,

who need to improve their basic skills or prepare for a high school diploma, will participate in 20 hours of CWEP with 15 hours of adult literacy instruction.

All CWEP participants will participate in an initial orientation which will consist of the following activities:

- Career Interest , Barriers to Employment and Learning Styles Inventory assessments
- Work Skills classes and assessment
- Career Related workshops: Dressing for Success, Team Building, Effective Communications
- Basic Computer classes: Keyboarding, Windows & Intro to Word

Job Search Assistance

The ultimate goal of the Work First NJ program at RCGC is to assist the customers in obtaining the required educational/workplace skills to secure employment or to improve current employment. It is vital for the customer to work towards that goal. All staff assigned to the Literacy/CWEP will make every effort to assist WFNJ participants in reaching their goals. The counselor will work closely with the students, the Career and Academic Placement Center, and the instructors to assist the students with obtaining the necessarily workplace skills, soft skills, and career resources to gain employment.

To assist the WFNJ participants with obtaining employment, each participant will participate in the following career related activities:

- Work Skills classes which will give them the necessary basic skills required by employers and prepare them for the Work Readiness Credential
- Participate in Career Exploration workshops and events
- Participate in of upcoming positive recruitments, job fairs, and Career Expos
- Participate in career workshops offered by the Career and Academic Placement Center. the topics include dressing for success, networking and Internet job search techniques

CWEP-Prevocational Training

The Literacy/CWEP program is designed for a maximum of 6 months of training, but allows for an open entry/exit system. Placement decisions will be made by the program administrator and the program counselor. The program placements will be tailored to the participant's employment objectives. The TANF/CWEP program will allow students to improve basic skills, prepare for a high school diploma and obtain prevocational skills required for entry level positions in customer service, food safety/hospitality, healthcare, technology, and logistics.

The following is the proposed schedule for the TANF/CWEP program.

Program Schedule

Site Location	Day or Evening	Program	Time	Days	Hrs. Per Week	Weeks Per Year
Rowan College at Gloucester County	Day	ABE CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College at Gloucester County	Day	HSE CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College at Gloucester County	Day	ESL CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College Gloucester County	Day	CWEP	8:30 am - 4:00 pm	Mon – Friday	25/35	50

Attachment B

Operating Agency of the Work First New Jersey Adult Literacy and Community Work Experience Program (CWEP)
WFNJ - 7/1/17 - 6/30/18
Budget

Category	Breakdown	Budget
Salaries		
Testing Coord. - Regina Ashton	$41,718. x 40%	16,687.20
F/T Instructor - Joseph Spencer	$47,991. x 18%	8,638.38
Counselor - Evon Bobo	(48 wks X 16 hrs/wk X 26.04/hr)	19,998.72
Total Salaries		**45,324.30**
Fringe		
Fica	7.65% of Total Salaries	3,467.31
Worker's Comp	0.285% of Total Salaries	129.17
Pension	8% of Full-time Salary	2,026.05
Health Benefits - Testing Coord. R. Ashton	(1,723.11 X 6)+(1,878.19 X 6) * 40%	8,643.12
Health Benefits - F/T Inst. Joseph Spencer	(2,783.21 X 6)+(3,033.70*6) * 18%	6,282.26
Dental - F/T Test Coordinator - R. Ashton	83.27 X 12 X 40%	399.70
Dental - F/T Instructor - J. Spencer	83.27 X 12 X 18%	179.86
Total Fringe		**21,127.47**
Total Salaries and Fringe		**66,451.77**
Equipment and Supplies		
Educational Supplies		388.23
Office Supplies		
Total Equipment and Supplies		**388.23**
Other Costs		
Travel		150.00
TASC Testing fees for students		920.00
Total Other Costs		**1,070.00**
Total Costs		**67,910.00**

ATTACHMENT C

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Sub-Grantee Monthly Report

Sub-Grantee: _____ Report for Month Ending _____

_____ Period of Agreement _____

Agreement No: _____ Type of Report: Interim _____ Final _____

Cumulative Funds rec'd $ _____ Clients Served to date _____

Adjustments $ _____ Clients Served this month _____

Total $ _____ Cumulative Served _____

Expenditures	**Approved Budget**	**Expenditures This Month**	**Cumulative Expend To Date**	**Balance**
PROGRAM COSTS				
Salaries	$ _____	$ _____	$ _____	$ _____
	$ _____	$ _____	$ _____	$ _____
	$ _____	$ _____	$ _____	$ _____
	$ _____	$ _____	$ _____	$ _____
	$ _____	$ _____	$ _____	$ _____
Fringe Benefits	$ _____	$ _____	$ _____	$ _____
Equip & Supplies	$ _____	$ _____	$ _____	$ _____
Operating Exp.	$ _____	$ _____	$ _____	$ _____
Other Costs	$ _____	$ _____	$ _____	$ _____
Total	$ _____	$ _____	$ _____	$ _____
TOTAL	$	$	$	$

Name of Teacher_____ Site_____

Each of the items below deals with a characteristic of instructors, which students feel to be important. Indicate your rating of your instructor by circling the appropriate number on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible. (Circle your choice.)

1. Is she/he actively helping when students have difficulty?

   1 2 3 4 5
   Not helpful Actively helpful
   Example or comments:

2. Does he/she appear sensitive to students feelings or problems?

   1 2 3 4 5
   Unaware Responsive
   Example or comments:

3. Is she/he flexible?

   1 2 3 4 5
   Rigid Flexible
   Example or Comments:

4. Does he/she make students feel free to ask questions, disagree, express their ideas, etc?

   1 2 3 4 5
   Unfair Fair
   Example or comments:

5. Is she/he fair and impartial in her/his dealings with the students?

   1 2 3 4 5
   Unfair Fair
   Example or comments:

6. Is his/her speech adequate for teaching?

   1 2 3 4 5
   Unintelligible Good
   Example or comments: (Volume, Tone, Enunciation, Rate, Vocabulary, etc.)

7. Does she/he respect students?

   1 2 3 4 5
   Does not respect Respects
   Example or comments:

8. Does he/she actively involve students directly in the teaching/learning process?

   1 2 3 4 5
   Never Frequently
   Example or comments:

9. Does she/he appear to be enthusiastic about the subject?

   1 2 3 4 5
   Unenthusiastic Enthusiastic
   Example or comments

10. Does he/she use enough examples or illustrations to clarify the material?

    1 2 3 4 5
    None Many
    Example or comments:

11. Does the instruction in this program develop

13. Are his/her classes interesting?

In an organized fashion?

1 2 3 4 5
Disorganized Well Organized
Example or comments:

1 2 3 4 5
Dull Stimulating
Example or comments:

14. Does he/she stimulate thinking?

1 2 3 4 5
Dull Stimulating
Example or comments:

15. Considering everything, how would you rate this teacher?

1 2 3 4 5
Poor Excellent
Example or comments:

Characteristics of the Program

1. Are the objectives of the program clear?

1 2 3 4 5
Unclear
Example or Comments:

2. Is the amount of work received appropriate for your expectations?

1 2 3 4 5
Too much Too little
Example or comments:

3. Are the daily evaluation procedures fair?

1 2 3 4 5
Unfair Fair
Example or comments:

4. How would you rate the contributions of the textbooks to the program?

1 2 3 4 5
Clear Poor Excellent
Example or comments:

5. Considering all of the above qualities which are applicable (including others that you added), how would you rate this course?

1 2 3 4 5
Poor Excellent

If you have any additional comments to make about the course or the teacher, please make them at the bottom of this page.

6. Are the assessment tests used for placement fair?

1 2 3 4 5
Unfair Fair
Example or comments:

RECORDS

Retention of records – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period seven (7) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIOA/WFNJ participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.

The aforementioned records will be retained beyond the seven-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that Sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.

Records shall be kept safe from fire, theft, and water damage and shall be identified.

All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity.

Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

– AUDIT RIGHTS CLAUSE

Audits and Inspections – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County, or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.

The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Sub-recipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Audit rights clause.

The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.

The Contractor agrees to have an audit conducted, which meets the requirements of the single Audit Act, Federal OMB Circular A-133, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Workforce Development Board 90 days after the audit was conducted and prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

BONDING AND INSURANCE

The Contractor will ensure that it complies with applicable State statutes and WFNJ/WIOA regulations regarding Motor Vehicle Insurance.

The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statures with WIOA/WFNJ regulations.

The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.

The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

CLAUSE AFFECTING, MODIFICATIONS, AGREEMENTS OR CHANGES

This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.

The County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

NON-DISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.

The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.

With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.

WIOA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

GRIEVANCE AND HEARING PROCEDURES

Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.

The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIOA program participants.

NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, and NJ LWD / WFNJ the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CRF Part 37, may file a written complaint with the local EO Officer.

The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

POLITICAL/SECTARIAN ACTIVITIES

No activities under this agreement may involve political activity.

Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

CONFLICT OF INTEREST CLAUSE

Standard of Conduct – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

General Assurance – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal,

financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Conducting Business Involving Relatives – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.

Conduct Business Involving Close Personal Friends and Associates – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

Avoidance of Conflict of Economic Interest – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor.

ACCOUNTING SYSTEM

The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.

The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.

The Contractor will maintain an effective control over accountability for funds, property, and other assists under this agreement and will adequately safeguard such assists and ensure that they are used solely for authorized purposes.

The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:

The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the WIOA – Titles 1-4 and accompanying regulations and with State requirements and policies.

Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.

Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.

To provide adequate safeguards for cash and other assists.

Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent, or otherwise irregular acts are minimized.

Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.

Have a financial system to provide reliable data for decision making and performance assessment.

Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.

Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIOA / WFNJ activities and non-WIOA/WFNJ activities.

Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

COUNTY RESPONSIBILITIES

The County will furnish reproducible masters of all standard forms required by the County.

The County will manage all WIOA and WFNJ agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.

The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.

The County will provide technical assistance to the Contractor through the staff of the WDB.

HOLD HARMLESS

It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.

The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIOA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.

In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County Harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

SUSPENSION & TERMINATION

When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold

any further payments, or prohibit the Contractor from incurring additional obligations of WIOA funds, pending corrective action by the Contractor. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIOA/WFNJ participants to continue the course of study as determined under this agreement.

This contract grant may be terminated for cause or convenience.

Termination for cause – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

Termination for convenience – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

RIGHT IN DATA AND INTELLECTUAL PROPERTY

"Limited rights data," as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.

"Restricted computer software," as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical date," as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

Allocations of Rights:

Except as provided in close out procedures of this Article regarding copyright, the County shall have the unlimited right in:

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other date delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with close out of this Article.

The Contractor shall have the right to:

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph close out procedures of this article;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this Article;

(iii) Substantiate use of , add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with this Article; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph close out procedures of this Article.

Copyright:

Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.

Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in close out procedures of this Article; PROVIDED, however, that if such data are computer software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.

Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

Release, Publication, and Use of Data:

The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.

The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

Protection of Limited Rights Data and Restricted Computer Software

When data other than that listed in paragraph closeout procedures of this Article above is specified to be delivered under this contact and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

Patent Indemnity:

The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contact not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a clamed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

Patent Rights:

Allocation of principal rights: The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

Conditions when the County may obtain title: The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

Minimum rights to Contractor and protection of the Contractor right to file: (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

Notice and Assistance Regarding Patent and Copyright Infringement:

The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contact or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed $25,000.00.

CLOSEOUT PROCEDURES

Contract shall be closed out in accordance with the following procedures:

Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

ASSURANCES, CERTIFICATIONS & GENERAL PROVISIONS

The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **July 1, 2017 through June 30, 2027.**

The Workforce Innovation and Opportunity Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

State of New Jersey, Department of Labor and Workforce Development instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.

This contract or approved modification.

The Contractor agrees that the WIOA – Title I-IV, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

The Contractor, in operating programs under the WIOA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIOA. Consistent with the **provisions of 20 CFR 627 (amended),** all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

APPLICABILITY OF LEGAL REQUIREMENTS

The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

SANCTIONS

The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

COMPLIANCE WITH STATE LAWS

The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

COMPLIANCE WITH FEDERAL LAWS

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h)

Sec. 508- Clean Water Act (33 USC 1368)

Environmental Protection Regs. 40CFR Pact 15

Energy Policy and Conservation Act 89 Stat.891

PROGRAM INCOME

A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIOA. Such income may only be used for WIOA purposed and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIOA purposes, the Contractor shall return the program income not issued to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

- Workforce Innovation and Opportunity Act of 2014 (WIOA and/or Act)
- Interim Final WIOA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIOA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIOA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Seasonal Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIOA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

ASSURANCES AND CERTIFICATIONS

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIOA interim regulation sec. 667.200 (g)

GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES FOR WIOA PARTICIPANTS

Equal Opportunity is the Law

DISCRIMATION COMPLAINT PROCEDURE

The Gloucester County Workforce Development Board is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Innovation and Opportunity Act (WIOA), in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA-funded program or activity. If you think that you have been subjected to discrimination under a WIOA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time, and place of the hearing, the manner in which it will be conducted, and the issues to be decided.

2. The opportunity for both parties to be represented by an attorney or other representative;

3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
   a) The opportunity to question any witnesses or parties.
   b) The right to an impartial hearing officer.
   c) A verbatim or tape recording of the proceeding.
   d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

APPEAL PROCESS

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIOA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development
Deputy Assistant Director, Division of One Stop Programs and Services
P.O. Box 055
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

_____ _____

Applicant's Signature Date

COMPLAINT FORM FOR PARTICIPANTS
ENROLLED IN WIOA and WFNJ FUNDED PROGRAMS

PARTICIPANT'S NAME:_____
Last First Middle

Address:_____
City State Zip

Telephone:_____ Social Security #:_____

Program of Study:_____

Instructor:_____

SUBMIT THIS GRIEVANCE TO YOUR INSTRUCTOR OR SUPERVISOR

A. Nature of Complaint:_____

_____

_____

B. Corrective Action Recommended by Grievant:

_____

_____

_____

Grievant's Signature_____ Date:_____

Supervisor's Signature_____ Date:_____

FOR SERVICE PROVIDER/WIOA-WFNJ STAFF USE ONLY
(Staff member completing stages of this form must initial each notation)

LEVEL ONE:
Further Action Required

_____ 1. None-
Complaint resolved – Date:_____
_____2. Participant requests formal grievance to proceed to Level 2.

LEVEL TWO:
Date Hearing Requested:_____

Date Hearing Scheduled:_____

Date Decision Issued: _____
(Attach copy of decision)
_____No decision issued within 60 days.
_____Participant requests appeal to NJDOL