

MEMORANDUM OF UNDERSTANDING

One-Stop Career Center Partners
DRAFT 3 updated 3.15.24

2024-2026

Gloucester County MOU IFA Section Guide

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MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER PARTNERS

Section 1: One-Stop Partnership

Purpose

The Memorandum of Understanding (MOU) is to be executed between the Gloucester County Workforce Development Board (WDB), the One-Stop Career Center (American Job Center) Partners (Partners), and the Chief Elected Official (CEO). In this document, the agencies, are collectively referred to as the “Parties” in the MOU.

The 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 in this MOU (if co-located with core partners) recognize that shared and infrastructure costs apply to all the required Partners. The (MOU) outlines the local vision for program alignment, partner roles and responsibilities, and accountability for a coordinated service delivery system.

The WDB partners establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Career Center. 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 One-Stop Career Center System.

This MOU defines the parameters within which the Gloucester County Workforce Development Board, The County of Gloucester, economic development partners, training and education partners, and other partner agencies operate 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 can 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

This MOU is effective as of January 1, 2024, corresponding to the date of signing by the final signatory below, and must terminate on December 31, 2026, 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. 8:30 am-4:30 pm)
- * 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)

Gloucester County One-Stop Career Center – Proud Partners of the American Job Center Network

1480 Tanyard Road,

Suite A

Sewell, NJ 08080

(856)384-3700

(856) 251-6800

Hours of Operation: Monday – Friday 8:30 am – 4:30 pm

<https://www.gloucestercountynj.gov/1037/American-Job-center>

The Gloucester County American Job Center is comprehensive, with all required core partners co-located.

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 Gloucester County One-Stop Career Center** - A Proud Partner of the American Job Center Network.

LWDB & 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 selecting the One-Stop Operator may be found.

WDB Area: Gloucester County

WDB Contact Person: Michelle Shirey, Executive Director

Economic Development Center

1480 Tanyard Road

Sewell, NJ 08080

Phone: 856-384-6902

Email: mshirey@co.gloucester.nj.us

Email 2: mshirey@rcsj.edu

Operator Name: County of Gloucester- Department of Economic Development

Name of Operator Contact Person: Thomas Bianco, Director of Economic Development

Gloucester County One-Stop Operator

Economic Development Center

1480 Tanyard Road

Sewell, NJ 08080

Phone: 856-384-6930

Email: tbianco@co.gloucester.nj.us

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 Gloucester County Improvement Authority Website at:

<https://www.gcianj.com/contract-opportunities/competitive-bid-opportunities>

<https://www.gloucestercountynj.gov/337/Workforce-Development-Board>

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: County of Gloucester

Name of Fiscal Agent Contact Person: Tracey Giordano, County Treasurer/LWDB Fiscal Agent

Mailing Address: 2 S. Broad Street

Woodbury, NJ 08096

Phone Number: 856-853-3351

Email: tgiordano@co.gloucester.nj.us

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.

WIOA Career Services

WIOA Training Services: Stephen Hart, Supervising Employment Specialist

Economic Development Center

1480 Tanyard Road, Suite A – Gloucester County One-Stop Career Center

Sewell, NJ 08080

Phone: 856-251-6801

Email: stephen.hart@dol.nj.gov

Basic Career Services

Outreach, intake, and orientation to the information, services, programs, tools, and resources available at the American Job Center of Gloucester County

Initial assessments for skill level(s), aptitudes, abilities, and supportive service needs.

In and out of area job search and placement assistance (including the provision of information on in-demand industry sectors and occupations and non-traditional employment).

Access to employment opportunities and labor market information.

Performance information and program costs for eligible providers of training, and educational workforce services.

Information on the performance of the local workforce system.

Information on the availability of supportive services and referral to such, as appropriate.

Information and meaningful assistance on Unemployment Insurance Claim Filing.

Determination of Potential eligibility for workforce Partner services, programs, and referral(s).

Information and assistance in applying for financial aid for training and education programs not provided under WIOA.

JOB SEEKER / CAREER SERVICES

Individualized Career Services

Comprehensive and specialized assessment for skill levels and service needs.

Development of individualized employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.

Referral to training services

Group Counseling

Literacy activities related to work readiness (as provided by WLL & Title II).

Individual counseling and career planning.

Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance.

Work Experience, transitional jobs, registered apprenticeships, and internships.

Workforce preparation services (i.e., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training.

Post-employment one-year follow-up services (*This is not an individualized career service, listed here for completeness*).

Training

Occupational skills training through Individualized Training Accounts (ITAs)

Adult education and literacy activities, including English language acquisition (ELA), can be provided in combination with the training services described above.

On the Job Training (OJT)

Incumbent Worker Training (shared services agreement with RCSJ)

Programs that combine workplace training with related instruction may include cooperative education.

Skill upgrading and retraining

Entrepreneurial training

Registered Apprenticeship (combining IWT, ITA & OJT –TEGL 13-16)

Customized training is conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training.

Other training services as determined by the Workforce Development Board of Gloucester County.

Post-employment one-year follow-up activities include but are not limited to outreach, career reassessment, additional education opportunities, and other career services.

³ Adult training Services predominately delivered by WLL, RCSJ, Title I, II & IV partners. ES will provide referral and case management services to the WLL and Title II customers.

¹ Basic Career Services are predominately conducted by ES.

² Individualized Career Services are conducted by ES, DVRS, and WIOA Title I & WLL staff.

Section Guidance:

Provide the following information for each Partner agency that is present in the local workforce development area and is a 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; and “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 On-Site Representation

The Gloucester County Local WDB has one comprehensive One-Stop Career Center designed to provide a full range of assistance to job seekers and businesses under one roof. Initially established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act of 2014, the center offers a comprehensive array of services designed to match talent with opportunity.

Gloucester County One-Stop Career Center Contact Information

Thomas Bianco, One-Stop Operator	856-384-6956	Email: Tbianco@co.gloucester.nj.us
Stephen H. Hart, Supervisor (Title I)	856-251-6801	Email: Stephen.Hart@dol.nj.gov
Quincy Lee, Supervisor (ES-Title III)	856-251-6810	Email: Quincy.lee@dol.nj.gov
Joseph Spencer, RCSJ Title II, WLL & Academy of	856-430-3834	Email: Jspencer2@rcsj.edu
Stacey Smith, DVRS Title IV	856-384-3730	Email: Stacey.smith@dol.nj.us
Michelle Shirey, WDB Executive Director	856-384-6902	Email: Mshirey@co.gloucester.nj.us
Thomas Bianco, Director of Economic	856-384-6956	Email: Tbianco@co.gloucester.nj.us
One-Stop Career Center/ AJC	856- 384-3700	Email: Stephen.Hart@dol.nj.gov

PARTNER PROGRAM	NUMBER OF STAFF	WEEKLY STAFF HOURS	# OF FTE's	% OF FTES	Required Partner
Department of Economic Development	6	161	3	50%	Yes
LWDB	5	140	3	60%	Yes
Employment Services	14	420	4	100%	Yes
WFNJ/WIOA Title I	7	245	7	100%	Yes
DVRS	12	420	12	100%	Yes
55+	3	60	Varies	Varies	Yes

****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.*

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 Gloucester County Workforce Development Board (GCWDB) and other applicable Partners within the local planning area, develop and submit a single local plan that includes a description of the activities undertaken by the Gloucester County WDB and their Partners.
- 2) Approve the Gloucester County Workforce Development Board (GCWDB) budget and the 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 Gloucester County One-Stop Career Center partner of the American Job 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 are met, to the maximum extent possible with available resources. The WDB will, at a minimum:

- 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.
- 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.
- 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 the 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.

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

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

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

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 in other local areas to meet such needs.

8) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, 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.

(d) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.

9) In Partnership with the Chief Elected Official for the Gloucester County Workforce Development area is responsible for the following:

(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.

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

(11) Negotiate with the 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 or notify the Governor if they fail to reach an agreement at the local level and will use a state infrastructure funding mechanism.

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.

13) Following 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.

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 a plan.

(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.

15) Develop a budget for the activities of the WDB, with the approval of the Chief Elected Official and consistent with the local area plan and the duties of the WDB.

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

17) Certify One-Stop Career Center 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 Gloucester County WDB selected the one-stop operator, the County of Gloucester, through a competitive process following the Uniform Guidance, WIOA, and its implementing regulations, and Local (New Jersey) procurement laws and rules.

All competitive One-Stop Operator procurement and selection process documentation is published and may be viewed on the Gloucester County Improvement Authority website at <https://www.gcianj.com/>. The State of New Jersey requires that the One-Stop operator is to be re-competed every two years. Functional details are outlined in the Roles and Responsibilities of Partners section under the One-Stop Operator.

⁴ Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900.

Partner Responsibilities

Section Guidance:

This section describes the general commitments of One-Stop Partners to the One-Stop

One- Stop Career Center Partners, each required partner shall:

- 1) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations.
- 2) 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).
- 3) Provide applicable career services and 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 on the following:
 - a) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received.

- b) Abide by Federal cost principles.
 - c) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700.)
- 4) 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).
- 5) 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.
- 6) Provide representation on the State and Local WDBs as required and participate in Board committees as needed.
- 7) Each Partner commits to cross-training of staff, as appropriate, and to provide other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through the following methods:
- a) Effective communication, information sharing, and collaboration with the One-Stop Operator.
 - b) Joint planning, policy development, and system design processes.
 - c) Commitment to the joint mission, vision, goals, strategies, and performance measures.
 - d) The design and use of common intake, assessment, referral, and case management processes.
 - e) The use of common and/or linked data management systems and data sharing methods, as appropriate.
 - f) Sharing of assessments and employment plans developed by Partners for enrolled customers to streamline services and eliminate duplication of services.
 - g) Leveraging of resources, including other public agency and non-profit organization services.
 - h) Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
 - i) Participate in regularly scheduled partner meetings to exchange information in support of the above and encourage program and staff integration.

Section Guidance:

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

Co-enrollment and Integrated Case Management

If One-Stop Partners are capable and, with the agreement with the GCWDB 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 a combination of the following methods:

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

Note: Co-enrollment in WIOA services occurs only after the AJC customer is registered in AOSOS. Registration in AOSOS usually happens when the AJC customer is in Basic or Individualized career services, such as during the RESEA. To access assessment services and or other partner services, all partners agree to register the customer in AOSOS regardless of other case management systems. For instance, for a customer in need of adult basic education or HSE, the customer is registered in AOSOS first by ES and then referred to the WLL/Title II. Another example is a DVRS consumer needs services or assessments conducted by a partner it will be the responsibility of DVRS to ensure that the customer is registered in AOSOS by contacting the providing agency. Additionally, partners agree to use the IAR available in AOSOS or the internal One-Stop referral form. (See Attachment)

Section Guidance:

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

Data Sharing

- 1) Partners agree that using 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 the information collected from customers at intake to be captured once.
- 2) Partners further agree that collecting, using, and disclosing customers' Personally Identifiable Information (PII) is subject to various requirements outlined 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 personally identifiable information (PII) will be properly secured following the WDB's policies and procedures regarding the safeguarding of PII.
- b. All confidential data contained in UI wage records must be protected per the requirements outlined in 20 CFR part 603.
- c. All personal information contained in VR records must be protected under the requirements outlined in 34 CFR 361.38.
- d. Customer data may be shared with other programs, for those programs' purposes, within the One-Stop Career Center only after the informed written consent of the individual has been obtained, where required. (See Attachment- Universal Release Form)
- e. Customer data will be kept confidential and consistent with Federal and State privacy laws and regulations.

4) All data exchange activity will be conducted, as practicable, in machine-readable formats, such as HTML or PDF, 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.

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 Referral Process

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. 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.
- 2) Develop materials summarizing their program requirements and making them available for Partners and customers.

- 3) Develop and utilize joint intake, eligibility determination, assessment, and registration forms.
- 4) Provide substantive referrals; Under the WDB Area Referral Policy to customers who are eligible for supplemental and complimentary 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 service delivery.
- 7) Commit to actively follow up on the results of referrals and ensure that partner resources are being leveraged optimally.

All Partners at the AJC will create an internal hard copy of the Inter-Agency Referral (IAR) because DVRS, Title II (Adult Literacy), and WLL cannot access AOSOS for case management. The IAR is used to access Partner services such as the WLL, CASAS, and other career services created by or financially supported by the WDB. (See Attachment IAR). Additionally, the Gloucester County WDB made an external referral for WIOA partners not co-located at the AJC or in the County.

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.

Programmatic Accessibility

- 1) All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or any other classification protected under State or Federal law.
- 2) Partners must ensure 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.
- 3) Partners further assure that they are currently in compliance with all applicable State and Federal laws and regulations regarding these issues.
- 4) 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.
- 5) Partner staff members will be trained to provide services to all, regardless of the range of abilities, mobility, age, language, learning style, comprehension, or education level.

- 6) An interpreter will be provided in real-time or, if not available, within a reasonable timeframe to any customer with a language barrier.
- 7) Assistive devices, such as screen-reading software programs (e.g., JAWS and BRLTTY) and assistive listening devices, must be available to ensure physical and programmatic accessibility within the One-Stop Career Center.

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.

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, the 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 the 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.

Customer and Community Outreach Activities

The WDB and the partners included in this MOU must agree to develop and implement an outreach plan that includes, at a minimum:

- 1) Specific steps must be taken by each Partner to outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at risk or most in need.
- 2) Develop an outreach and recruitment plan all customers including, out-of-school youth, in collaboration with the contracted vendors,
- 3) Develop sector strategies and career pathways for customers.
- 4) Connections customers with registered apprenticeship opportunities.
- 5) Develop a comprehensive and consistent outreach tool kit for Partners.

- 6) Create Clear goals and objectives that facilitate expected positive outcomes.
- 7) Create opportunities to partner and leveraging resources of any statewide outreach materials relevant to the local area.

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 I, Title II Title III, 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.

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.

Steps to Reach Consensus (MOU)

1. Notification

The WDB Chair or the Executive Director (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 introducing the partners to any changes in the guidance

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

3. Negotiations

Partners must submit all relevant documents to the WDB Chair and the WDB Executive Director (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 openly and transparently, with pertinent information provided to all Parties. All parties must review and comment on the MOU during the MOU process.

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 the Executive Director. It is advised that each Party also uses this time to allow their respective Legal Departments to review the MOU for legal sufficiency. The WDB Chair and the Executive Director are responsible for ensuring all the One-Stop Career Center Partners to the MOU know the comments and revisions needed.

Cost Allocation Methodology

On-site Partners will be allocated costs based on the 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 are 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.

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 the 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:

- a) 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.
- b) 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.
- c) Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination.

Section Guidance:

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

Data Confidentiality

- 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 contains 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 the Family Educational Rights & Privacy Act (FERPA)-protected customer education records and the Personal Identifiable Information (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 DVRS records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Section Guidance:

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

Accessibility

29 CFR 38.13 requires that:

- 1) 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
- 2) any recipient because a recipient's facilities are inaccessible or unusable by individuals with disabilities.
 - 3) 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, communicating 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.
 - 4) 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 status, or based on any other classification protected under state or federal law.
 - 5) One-Stop Centers will maintain a culture of inclusiveness, and the facility's physical characteristics, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in convenient, high-traffic, and accessible locations, considering reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities).
 - 6) Indoor space will be designed in an "equal and meaningful" manner, providing access for individuals with disabilities.

Modification Process (MOU)

This section of the MOU pertains to Notification of Modifications to the MOU.

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).

Discussion/Negotiation - Upon notification, the WDB Chair or the Executive Director 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 the Executive Director may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

Suppose the modification involves the substitution of a party that will not impact any of the terms of the agreement. In that case, 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 the Executive Director presents the agreement as a proposed modification to the MOU, and the remaining steps are followed. If it is determined that a Partner is unwilling to agree to the MOU modification, the WDB Chair or the Executive Director must ensure that the process in the Dispute Resolution section is followed.

Required Signatures

The WDB Chair and/or the Executive Director must circulate the MOU modifications in a timely manner and secure Partner signatures within a designated timeframe, such 30 days 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 the 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). 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 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 reach an agreement necessary to execute the MOU successfully. 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 an 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.

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.

Monitoring

The WDB, or its designated staff, officials from the state, and the U.S. Department of Labor have the authority to conduct fiscal and programmatic monitoring to ensure that:

- 1) Federal awards are used for authorized purposes in compliance with the 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.
- 6) All MOU terms and conditions are fulfilled.

Section Guidance:

This section affirms that One-Stop Partners will comply with Sec. 188 of WIOA

Non-Discrimination and Equal Opportunity 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 has 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 effect until a new MOU is executed.

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 directly or indirectly, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

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 do not conflict with State or Federal requirements.

Section Guidance:

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

Termination

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 cannot 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 the 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 an 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.

Definitions:

Required Partner: WIOA requires the following programs to be One-Stop Partners – WIOA Title. 1 - Adult, Dislocated Worker, and Youth; WIOA Title 2 – Adult Literacy; Title 3 - Wagner-Peyser (Employment Service); WIOA Title 4 - Vocational Rehabilitation; TANF; Job Corps; YouthBuild; National Farmworker Jobs Program; Senior Community Service Employment Program; Trade Adjustment Assistance; Unemployment Insurance Compensation; Reentry Employment Opportunities; Perkins IV; Employment and Training programs funded by HUD - the Community Development Block Grant (CDBG) Program Employment and Training Programs (i.e. Literacy, NJ and Ability Solutions); and the Gloucester County and Glassboro Housing Authority’s Employment Programs.

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, job seekers, 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.

Section Guidance:

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

Career Services

- 1) Determinations of whether the individual is eligible to receive assistance from the adult/ dislocated worker or youth programs. In Gloucester County, partners agreed to

refer interested participants only for Title I assistance, not to determine training services.

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 website.

(3) Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service's needs. Access to initial assessments will be done via the Inter-Agency Referral (IAR) created by the WDB, with partners agreeing to the protocols and policies.

(4) Labor Exchange:

(a) 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 the 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 but not limited to; Job vacancy listings in labor market Information on job skills necessary to obtain the vacant jobs listed. 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 to individuals filing a claim for Unemployment Insurance Compensation. The costs associated with providing this assistance may be paid for by the State's unemployment insurance program.

Section Guidance:

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

Individualized Career Services

- (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) 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 the 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) On the Job Training opportunities, job shadowing, internships and other virtual and in person 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) English language acquisition and integrated education and training programs.

Section Guidance:

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

Follow-Up Services

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

Section Guidance:

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

Training Services

Occupational skills and training services, may include:

- 1) Occupational skills training through Individualized Training Accounts (ITAs)
- 2) Adult education and literacy activities, including English Language Acquisition (ELA), are provided in combination with the training services described above.
- 3) On-the-Job Training (OJT) provided by NJ State Employment Services.
- 4) Incumbent Worker Training through a contract with RCSJ created by local WDB or partner agency.
- 5) Programs that combine workplace training with related instruction which may include cooperative education.
- 6) Skill upgrading and skill retention.
- 7) Registered and non-traditional registered apprenticeship (combining ITA and OJT –TEGL 13-16).
- 8) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training.
- 9) Post-employment one-year follow-up activities include, but are not limited to, outreach, career re-assessment, additional education opportunities, etc.
- 10) Other training services as determined by the local Workforce Development Board in coordination with the One Stop Partner.

Development Board must ensure that all 14 of these elements are made available in their local area. Development Board must ensure that all 14 of these elements are made available in their local area.

WIOA Youth Services

- 1). Alternative secondary school services, or dropout recovery services, as appropriate.
- 2) Paid and unpaid work experiences that have as a component of academic and occupational education, which may include but are not limited to:
 - a) *Summer employment opportunities and other employment opportunities may be available throughout the program year.*
 - b) *Pre-apprenticeship programs, internships, job shadowing, and on-the-job training opportunities.*
- 3) 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.
- 4) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- 5) Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- 6) Supportive services provided by partner agencies.
- 7) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to the 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.
- 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 employment or postsecondary

education and training.

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

Business Services

- 1) Engage in businesses services by responding to all request's recruitment requests in a timely manner.
- 2) Provide information and services related to Unemployment Insurance Compensation taxes and claims.
- 3) Assist with disability and communication accommodations, including job coaches.
- 4) Conduct outreach regarding local workforce systems' services and products.
- 5) Conduct on-site Rapid Response activities regarding closures and downsizings.
- 6) Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies.
- 7) Provide access to labor market information.
- 8) Provide customized recruitment and job applicant screening, assessment, and referral services.
- 9) Provide employer and industry driven occupational skills training through Individual Training Accounts with eligible training providers.
- 10) Assist customers with the interpretation of labor market information.
- 11) Assist and participate in career fairs, recruitment events and job placement activities.
- 12) Develop customized training opportunities to meet specific employer and/or industry cluster needs.
- 13) Use of One-Stop Center facilities for recruiting and interviewing job applicants
- 14) Coordinate with employers to develop and implement layoff aversion strategies.
- 15) Assist businesses with posting job vacancies in the State labor exchange system and take and fill job orders.
- 16) Provide information regarding disability awareness issues.
- 17) Provide information regarding workforce development initiatives and programs.
- 18) Provide information regarding assistive technology and communication accommodations.

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

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.

One-Stop Operating Budget-Description and Purpose

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 the partners (thereby improving each program's effectiveness),
3. Reduces overhead costs for any Partner by streamlining and sharing financial, procurement, and facility costs, and
4. Ensures that One-Stop Career Center Partners appropriately share costs by determining contributions based on the proportionate use of the One-Stop Centers and relative benefits received, and requires 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 Career Center and the relative benefit received. The One-Stop Operating Budget may be further refined by the One-Stop Career Center Partners, as needed, to assist in tracking their contributions. It may sometimes be necessary to separate the budget of a comprehensive One-Stop Career Center from that of a specialized one-stop center.

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

- 1) Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA).
- 2) 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 quarterly 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.

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 an annual basis to ensure that they are accurately reflected in the IFA.

Effective Period (One-Stop Operating Budget)

This Infrastructure Funding Agreement (IFA) is entered into on _____. This Infrastructure Funding Agreement (IFA) will become effective as of the date of signing by the final signatory below and must terminate on _____ 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 an 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)
- 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, CEO and Fiscal Agent will:

- a. Compare budgeted costs to actual costs.
- b. Update the allocations.
- 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.

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.

Infrastructure Funding Agreement (IFA) Description

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 (part of fully executed Lease Agreement).
 - b. Utilities and maintenance (part of fully executed Lease Agreements).
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities.
 - d. Technology to facilitate access to the One-Stop Career Center, including technology used for the Center's planning and outreach activities.
2. All Parties to this MOU and IFA recognize that infrastructure costs apply 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 a 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 a 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.

With regard to negotiations for infrastructure funding for Program Year (PY) 2017 and for each subsequent program year thereafter, if the Local WDB, chief elected officials, and one-stop partners do not reach consensus on methods of sufficiently funding local infrastructure through the local funding mechanism in accordance with the Governor's guidance issued under [§ 678.705](#) and consistent with the regulations in [§§ 678.715](#) and [678.720](#), and include that consensus agreement in the signed MOU, then the Local WDB must notify the Governor by the deadline established by the Governor under [§ 678.705\(b\)\(3\)](#). Once notified, the Governor must administer funding through the State funding mechanism, as described in [§§ 678.730](#) through [678.738](#), for the program year impacted by the local area's failure to reach consensus. <https://www.ecfr.gov/current/title-20/chapter-V/part-678/subpart-E/section-678.725>

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.

Required One-Stop Partners**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 (UIC) programs, including the Reemployment and Eligibility Assessment Program.
9. Jobs for Veterans State Grants (JVSG) 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.
14. Employment and training programs.
15. U.S. Department of Housing and Urban Development employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C.

9901 et seq.).

U.S. Department of Health and Human Services

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 if the WDB and Chief Elected Official 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 non-monetary 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.

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. Utility 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

Infrastructure Funding Agreement Component

The local WDB may reasonably adjust contributions based on factors such as customers served in specific program areas by consulting with the Chief Elected Official and Fiscal Agent.

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)].

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

Modification Process (IFA)

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

Section Guidance:

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

Dispute and Impasse Resolution (IFA)

§ 678.725 What happens if consensus on infrastructure funding is not reached at the local level between the Local Workforce Development Board, chief elected officials, and one-stop partners?

With regard to negotiations for infrastructure funding for Program Year (PY) 2017 and for each subsequent program year thereafter, if the Local WDB, Chief Elected Officials, and One-Stop Partners do not reach consensus on methods of sufficiently funding local infrastructure through the local funding mechanism in accordance with the Governor's guidance issued under [§ 678.705](#) and consistent with the regulations in [§§ 678.715](#) and [678.720](#), and include that consensus agreement in the signed MOU, then the Local WDB must notify the Governor by the deadline established by the Governor under [§ 678.705\(b\)\(3\)](#). Once notified, the Governor must administer funding through the State funding mechanism, as described in [§§ 678.730](#) through [678.738](#), for the program year impacted by the local area's failure to reach consensus.

<https://www.ecfr.gov/current/title-20/chapter-V/part-678/subpart-E/section-678.725>

1. All Parties will actively participate in Local IFA negotiations in a good-faith effort to reach an 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 a 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 a 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 the Governor

The WDB Chair or the WDB Executive Director 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:

- a) The Local WIOA plan,
- b) The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,
- c) The proposed amounts or budget to fund infrastructure costs,
- d) The amount of Partner funds included,
- e) 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),
- f) Any proposed or agreed-on American Job Center budgets (for individual Centers or a network of Centers), and
- g) 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.

Section Guidance:

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

Attachments Index

Attachment 1	One-Stop Career Center Partner Service Matrix
Attachment 2	One-Stop Operating Budget and Infrastructure Funding Agreement
Attachment 3	Inter-Agency Referral
Attachment 4	WIOA Partner Agency Referral not co-located at the One-Stop
Attachment 5	WIOA Training Referral Form

Attachment 2

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	e.g. Lease	\$461,055			\$461,055
Infrastructure Cost	Equipment	Copier Equipment Rep	\$31,928			\$31,928
Infrastructure Cost	Technology	AOSOS Software & Fu	\$15,033			\$15,033
Infrastructure Cost	Other (footnote)	Outreach Costs	\$56,865			\$56,865
Infrastructure Cost	Technology	Assistive Technology	\$443			\$443
Infrastructure Cost	General Office	Postage & Freight	\$12,155			\$12,155
Infrastructure Cost	General Office	Printing	\$24,161			\$24,161
Infrastructure Cost	Equipment	Purchase of New Equi	\$10,213			\$10,213
Infrastructure Cost	Technology	Tech (Includes Interne	\$33,672			\$33,672
Infrastructure Cost	General Office	Office Supplies	\$15,773			\$15,773
Infrastructure Cost	Facilities	General AJC Signage	\$1,015			\$1,015
Infrastructure Cost	Technology	Assessment Software	\$27,062			\$27,062
Infrastructure Cost	Technology	WEB Page Update	\$1,225			\$1,225
Shared Services	Contracted Services	Resource Room (WLL)	\$150,000			\$150,000
Shared Services	Contracted Services	Security	\$110,700			\$110,700
Shared Services	Other (footnote)	Staff Training	\$5,182			\$5,182
Career Services	Contracted Services	External Workshop Co	\$47,000			\$47,000
Career Services	Salaries and Benefits	Salaries and Benefits	\$3,766,888			\$3,766,888
Total						\$4,770,370

*Outreach Costs, Staff Training

Total Partner Contributions - By Allocation Base						
Partner Program	On-Site Partner	Total Square Footage Cost	Additional Infrastructure Costs *	FTE Cost **	Customers Served Cost ***	Total
ES	Yes	\$136,093	\$60,784	\$1,106,969		\$1,303,846
DVR/F	Yes	\$105,225	\$22,140	\$1,040,303		\$1,167,668
DVR/S	Yes	\$28,481	N/A	N/A		\$28,481
UI	Yes	\$102,184	\$22,140			\$124,324
ED County/WIOA Title	Yes	\$89,072	\$437,363	\$1,619,616		\$2,146,051
WDB	Yes	Varies	N/A	N/A		\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total						4770370

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 be 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

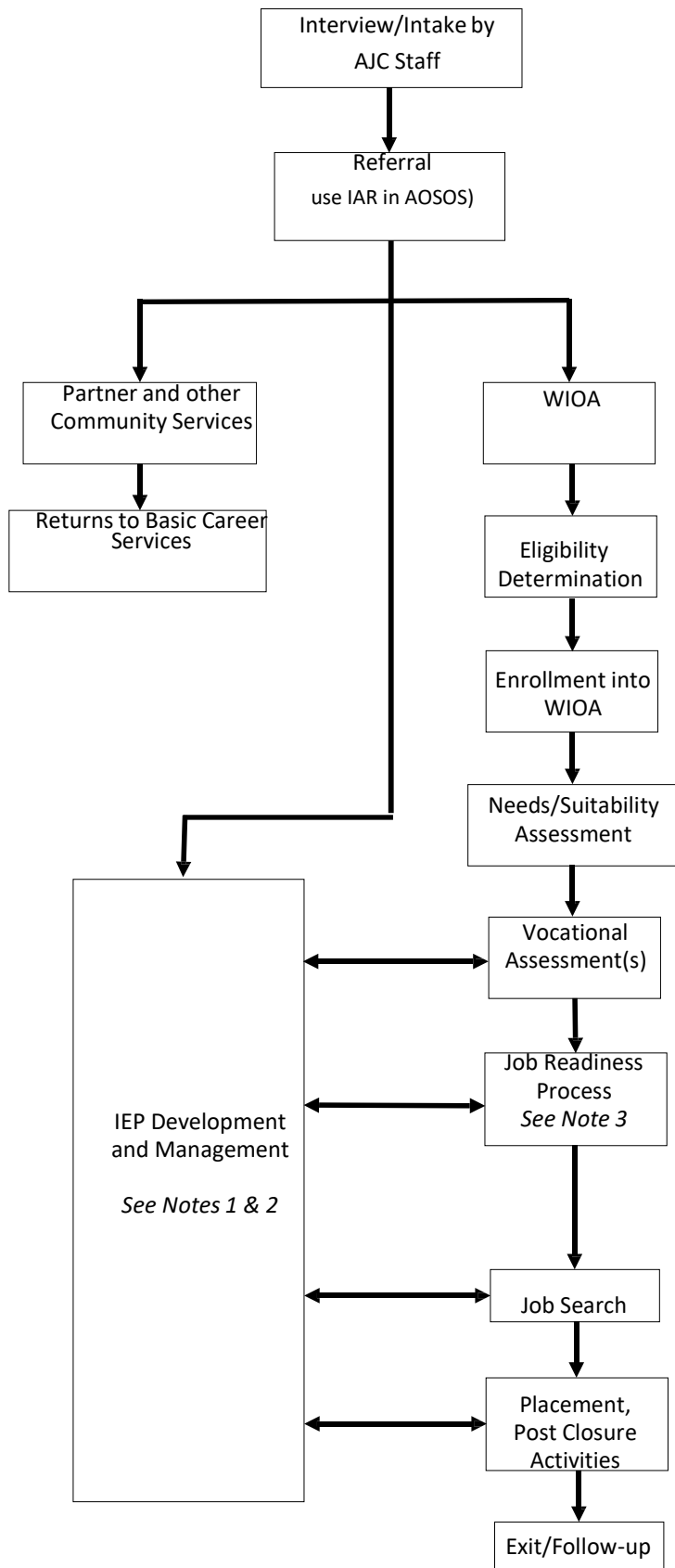
*** Customers Served Cost is generally only applicable to non-co-located partners whose customers use the physical One-Stop. Costs attributable to these customers include infrastructure costs for shared space such as public access, services such as attributed to intake and assessment, and similar. The 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
ES	Yes	\$174,737	\$22,140	\$1,106,969	4162	\$1,303,846
DVR/F	Yes	\$105,225	\$22,140	\$1,040,303	3218	\$1,167,668
DVR/S	Yes	\$28,481		\$0	871	\$28,481
UI	Yes	\$102,184	\$22,140	\$0	3125	\$124,324
County WIOA Title I	Yes	\$279,973	\$199,462	\$1,666,616	2724	\$2,146,051
GCED	Yes					\$0
GCWDB	Yes					\$0
RCSJ	Yes					\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total						4770370

Note: Grand totals for each table must be equal.

Comprehensive Career & Training Services

Client Flow Chart For MOU



Note 1: Initial IEP development starts with ES and is continued by partnering agencies.

From this point forward participants may be referred to training or Adult Literacy.

Follow OJT or Skills Training Processes

Note 2: Once training is completed, return to Career Services for either Job Readiness or Job Search Activities.

Note 3: Allowable activities can include an internship or work experience.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	ACTIVITY	WIOA Title I	WIOA Title I	WIOA Title I	ES			WFNJ Part			Perkins			Other Title			Other	Other		Comments		
2		Adult	Dislocated	Youth	Title II	Wagner-Peyser	DVRS	SCSEP	B	VETS	MSFW	E&T CSBG	E&T HUD	State UI	C&T	SCA	Trade Act	I-Job Corps	YouthBuild		Funding Streams	
3	Eligibility Determination	5	5	5	5	5	5	4	5	5	5	0	0	0	0	0	0	0	0			
4	Outreach, Intake, and Orientation	5	5	5	0	5	5	3	5	5	5	0	0	0	0	0	0	0	0			
5	Initial Assessment of Skill Levels	5	5	5	5	5	5	4	5	5	5	0	0	0	0	0	0	0	0			
6	Job Search and Placement Assistance	5	5	5	5	5	5	4	5	5	5	0	0	0	0	0	0	0	0			
7	Career Counseling	5	5	5	3	5	5	4	5	5	5	0	0	0	0	0	0	0	0			
8	Provision of in-demand sectors and occupations	5	5	5	0	5	5	5	5	5	5	0	0	0	0	0	0	0	0			
9	Provision of info on non-traditional employment	5	5	5	0	5	3	5	5	5	5	0	0	0	0	0	0	0	0			
10	Appropriate recruitment and other business services	5	5	5	0	5	2	4	0	5	0	0	0	0	0	0	0	0	0			
11	Provision of referrals and coordination of activities with other programs and services	5	5	5	3	4	3	3	5	5	5	0	0	0	0	0	0	0	0			
12	Provision of workforce and labor market statistics, including the provision of accurate information related to local, regional, and national labor market areas											0	0	0	0	0	0	0	0			
		4	4	4	0	4	3	5	4	4	5											
13	Provision of performance Information and cost on eligible providers	3	3	0	3	3	3	4	3	3	1	0	0	0	0	0	0	0	0			
14	Provision of information on how the local area is performing on local performance accountability measures and any additional measures.											0	0	0	0	0	0	0	0			
		3	3	3	3	3	1	3	0	3	0											
15	Provision of information relating to the availability of support services or assistance and the appropriate referral to those services and											0	0	0	0	0	0	0	0			
		3	3	3	3	5	4	3	5	5	5											
16	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided by WIOA.											0	0	0	0	0	0	0	0			
		1	1	3	3	1	3	0	1	1	2											
17	Provisional information and assistance regarding filling claims under UI programs.	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0			
18	INDIVIDUALIZED CAREER SERVICES																					
19	Comprehensive and Specialized Assessment for Adults and Dislocated Workers	5	5	0	2	5	0	5	5	5	5	0	0	0	0	0	0	0	0			
20	Development of individual employment plans	5	5	5	0	5	5	4	5	5	5	0	0	0	0	0	0	0	0			
21	Group and Individual Counselling and mentoring	5	5	5	0	5	5	3	5	5	5	0	0	0	0	0	0	0	0			
22	Career Planning/Case Management	5	5	5	2	5	5	3	5	5	5	0	0	0	0	0	0	0	0			
23	Short Term Pre-Vocational services	0	2	2	0	0	5	3	0	0	2	0	0	0	0	0	0	0	0			
24	Internships and Work Experiences	0	2	2	0	0	2	1	5	0	2	0	0	0	0	0	0	0	0			
25	Workforce preparation Activities	5	5	4	3	5	3	1	5	5	5	0	0	0	0	0	0	0	0			
26	Financial Literacy	0	0	4	2	0	1	1	3	3	3	0	0	0	0	0	0	0	0			
27	Out-of-Area Job Search Assistance	0	0	0	0	3	3	1	0	3	0	0	0	0	0	0	0	0	0			
28	English language acquisition and integration education	0	0	0	5	0	0	0	5	0	5	0	0	0	0	0	0	0	0			
29	FOLLOW UP SERVICES																					
30	Unsubsidized Employment for up to 12 months	5	5	5	3	0	0	0	5	0	0	0	0	0	0	0	0	0	0			
31	Transitioning to Career Services	5	5	5	3	3	0	0	5	3	3	0	0	0	0	0	0	0	0			
32	TRAINING SERVICES																					
33	Occupational Skills Training	5	5	0	1	5	3	0	5	5	5	0	0	0	0	0	0	0	0			
34	On-The-Job Training	0	0	0	0	3	2	0	3	3	4	0	0	0	0	0	0	0	0			
35	Incumbent Worker Training	0	0	0	3	0	0	0	5	0	0	0	0	0	0	0	0	0	0			
36	Programs that combine Workplace Training with Related Instruction											0	0	0	0	0	0	0	0			
		0	0	0	0	0	3	2	4	0	0											
37	Training Programs operated by the Private Sector	0	3	0	0	3	4	0	3	3	0	0	0	0	0	0	0	0	0			
38	Skill Upgrading and Retraining	5	5	5	0	4	0	4	5	4	5	0	0	0	0	0	0	0	0			
39	Entrepreneurial Training	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
40	Transitional jobs	0	0	0	3	0	4	0	0	0	0	0	0	0	0	0	0	0	0			
41	Job Readiness Training	0	0	5	4	3	0	3	5	3	5	0	0	0	0	0	0	0	0			
42	Adult Education and Literacy Activities	5	5	5	5	3	4	3	5	3	4	0	0	0	0	0	0	0	0			
43	Customized Training	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			

Inter-Agency Referral/Enrollment Form

Date: _____ Referring Agency/Staff: _____

Reason for Referral: _____

Destination Agency: _____

Agency Contacts: GCLS Labor & Literacy: Alisha Thompson alisha.thompson@dol.nj.gov GCLS Beth DeGeorge: bdegeorge@gcls.org
Title I Adult/Dislocated/Youth: Bernadette Drew Bernadette.drew@dol.nj.gov CASA Testing: Joe Ferrari Joseph.Ferrari@dol.nj.gov
Title II – Adult Literacy /ESL/ Workforce Learning Link: Evon Bobo ebobo@rcsj.edu & Joe Spencer jspence2@rcsj.edu
Title III Employment Service (ES): Quincy.Lee@dol.nj.gov Title IV DVRS- Stacy Smith stacy.smith@dol.nj.gov

Referral to DVRS <input type="checkbox"/> ISS Youth <input type="checkbox"/> CASAS results <input type="checkbox"/> Universal Information Release Form	Referral for CASA TESTING: send COPY of referral to Joe Ferrari WIOA & Joe Spencer at RCSJ at the same time. CASAS test results will be sent to Joe Ferrari by RCSJ to input in AOSOS	Referral to RCSJ for Title II Adult Literacy/ WLL & CWEP Literacy include: _____
--	--	---

Last Name: _____ First Name: _____

The last 4 of SS# _____ DOB ____/____/____

Address: _____ City: _____ State: NJ Zip: _____

Telephone # _____ Cell phone # _____

Email address: _____

Appointment Date: ____/____/____ Appointment Time: _____

TEST SCORES

Date: _____

Date: _____

PRE-TEST SCORES

TEST SCORES

TEST TYPE	VERSION	Grade Level	Numerical		Grade Level	Numerical	VERSION	TEST TYPE
<input type="checkbox"/> TABE	_____	_____	_____	← READING →	_____	_____	_____	TABE <input type="checkbox"/>
<input type="checkbox"/> BEST+	_____	_____	_____	← MATH →	_____	_____	_____	BEST + <input type="checkbox"/>
<input type="checkbox"/> CASAS	_____	_____	_____	← LANGUAGE →	_____	_____	_____	CASAS <input type="checkbox"/>

OUTCOME

End Date: _____

Exit Date: _____

- | | | | |
|---|--|-------------------------------------|---|
| <input type="checkbox"/> Entered Employment | <input type="checkbox"/> Entered Occupational Training | <input type="checkbox"/> Passed HSE | <input type="checkbox"/> Entered Post-Secondary Education |
| <input type="checkbox"/> Stopped Reporting | <input type="checkbox"/> Other _____ | | |

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Les Vail, certify that I have read the information.

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

- ☐ The MOU
- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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

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- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either

- A) In three years
- B) Upon amendment, modification, or termination, or
- C) June 30, 2026

Signature

Date

Les Vail, Chair
Print Name and Title

Gloucester County WDB

Agency Name

Representing the WIOA Partner Program(s):

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Shane Stevenson, Director, certify that I have read the information.

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

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- C) On June 30, 2026

Signature

Date

Shane Stevenson, Director

Print Name and Title

Gloucester County Division of Social Services

Agency Name

Representing the WIOA Partner Program(s):

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Robert Asaro-Angelo, Commissioner, certify that I have read the information.

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

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- C) On June 30, 2026

Signature

Date

Robert Asaro-Angelo, Commissioner

Print Name and Title

New Jersey Department of Labor and Workforce Development

Agency Name

Representing the WIOA Partner Program(s):

- ✓ Division of Vocational Rehabilitation Services (DVRS)
- ✓ Senior Community Service Employment Program (SCSEP)
- ✓ Trade Adjustment Assistance (TAA)
- ✓ Veteran Employment Services
- ✓ UI
- ✓ Wagner-Peyser (ES)
- ✓ Workforce Development and Economic Opportunity (OJT for WFNJ)
- ✓ Migrant Seasonal Farm Workers (MSFW)

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Lonnie Hall, Director, certify that I have read the information.

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

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- ☐ The Infrastructure Funding Agreement (IFA)

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- C) On June 30, 2026

Signature

Date

Lonnie Hall, Director

Print Name and Title

Job Corps
Agency Name

Representing the WIOA Partner Program:

Job Corps

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.** By signing my name below, I, Commissioner Director, Frank DiMarco, Chief Elected Official, certify that I have read the information. My signature certifies my understanding of the terms outlined herein and agreement with (check that apply):

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- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- C) On June 30, 2026

Signature

Date

Frank DiMarco, Commissioner Director & Chief Elected Official
Print Name and Title

Gloucester County Board of Commissioners
Agency Name

Representing the WIOA Partner Program(s):

- ✓ Chief Elected Official
- ✓ One-Stop Operator
- ✓ Fiscal Agent

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Kimberly Gober, certify that I have read the information.

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

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- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- C) On June 30, 2026

Signature

Date

Kimberly Gober, Executive Director

Print Name and Title

Gloucester County Housing Authority

Agency Name

Representing the WIOA Partner Program(s):

- ✓ Department of Housing and Urban Development (HUD)

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Carolyn Oldt, Director certify that I have read the information.

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

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- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- A) In three years
- B) Upon amendment, modification, or termination, or
- C) On June 30, 2026

Signature

Date

Carolyn Oldt, Director

Print Name and Title

Gloucester County Library System

Agency Name

Representing the WIOA Partner Program(s):

- WIOA Partner for Career Services

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Dr. Frederick Keating, President of Rowan College of South Jersey, certify that I have read the information.

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

- ☐ The MOU
- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- B) Upon amendment, modification, or termination, or
- C) On June 30, 2026

Signature

Date

Dr. Frederick Keating, President

Print Name and Title

Rowan College of South Jersey

Agency Name

Representing the WIOA Partner Program(s):

- ✓ WIOA Title II
- ✓ Perkins Post Secondary CTE

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Rhonda Hurley, Program Coordinator – Youth Build, certify that I have read the information.

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

- ☐ The MOU
- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- B) Upon amendment, modification, or termination, or
- C) On June 30, 2026

Signature

Date

Rhonda Hurley, Program Coordinator
Print Name and Title

YouthBuild
Agency Name

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Albert B. Kelly certify that I have read the information.

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

- ☐ The MOU
- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- C) On June 30, 2026

Signature

Date

Albert B. Kelly, President and CEO
Print Name and Title

Gateway Community Action Partnership
Agency Name

Community Services Block Grant

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Dr. Bernice Davis, Executive Director, certify that I have read the information.

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

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- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- C) On June 30, 2026

Signature

Date

Dr. Bernice Davis, Executive Director

Print Name and Title

NJ Commission of the Blind and Visually Impaired

Agency Name

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Patricia Constantino, Executive Director, certify that I have read the information.

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

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- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- C) On June 30, 2026

Signature

Date

Patricia Constantino, Executive Director

Print Name and Title

Pathstone

Agency Name

Migrant Seasonal Farm Workers (MSFW)

Senior Community Services Employment Program (SCSEP) and 55+

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, Audrey Rigsbee, certify that I have read the information.

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

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- ☐ The Operating Budget
- ☐ The Infrastructure Funding Agreement (IFA)

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- C) On June 30, 2026

Signature

Date

Audrey Rigsbee, Chief Probation Officer- Vicinage XV
Print Name and Title

NJ Dept of Probation – Parole & Pardon Services
Agency Name

Authority and Signature

➤ **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, certify that I have read the information.

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Signature

Date

Print Name and Title

Agency Name

Authority and Signature

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- C) On June 30, 2026

Signature

Date

Print Name and Title

Agency Name

Program description:

Authority and Signature

Authority and Signature