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**AGREEMENT BETWEEN
THE NEW JERSEY JUVENILE JUSTICE COMMISSION
AND
ONE-STOP CAREER CENTERS
TO PROVIDE EMPLOYMENT AND TRAINING SERVICES TO YOUTH
RELEASED FROM THE NJ JUVENILE JUSTICE COMMISSION'S SECURE CARE AND
RESIDENTIAL FACILITIES**

This Agreement is made and entered into on behalf of the One-Stop Career Centers (OSCC) in the Counties of Atlantic, Bergen, Camden, Cumberland, **Gloucester**, Hudson, Mercer, Middlesex & Ocean and the New Jersey Juvenile Justice Commission (JJC), having its principal office location at 1001 Spruce Street, Suite 202, Trenton, New Jersey 08625.

WHEREAS, in an attempt to serve the very needy population of JJC-involved youth re-entering the community after spending time in the New Jersey Training School (NJTS) in Monroe Township, New Jersey, JJC facilities located on the Johnstone Campus (Johnstone) in Bordentown, New Jersey, or residential community homes located throughout the state of New Jersey, with the support of the Workforce Investment Board, has agreed to offer employment and training services when available to Workforce Innovation and Opportunity Act (WIOA) eligible JJC-involved-youth released from JJC to promote employment, self-sufficiency and stability for these young people; and

WHEREAS, the JJC is authorized to enter into an agreement with One-Stop Career Centers for the provision of employment and training services to JJC-involved-youth; and

WHEREAS, OSCC is authorized to enter into an agreement with the JJC to provide employment and training services when available to WIOA eligible youth at JJC facilities who will reside in Atlantic, Bergen, Camden, Cumberland, Gloucester, Hudson, Mercer, Middlesex or Ocean county upon release;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound thereby, the parties agree as follows:

I. DEFINITIONS

"Youth" means a person between the ages of 16 and 24 years old who is under the supervision of the JJC.

"Johnstone" means the JJC's Johnstone Campus located in Bordentown, NJ on which several JJC facilities for males and females are located.

"Workforce Innovation and Opportunity Act" or "WIOA", found at 20 U.S.C. 9201, is a federal Act designed to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and is intended to assist eligible participants access the tools necessary to become skilled members of the workforce.

"WIOA-eligible youth" means a youth as defined at 20 U.S.C. 9201 §101(13).

II. TARGET POPULATION

The services will be offered to WIOA eligible JJC-involved-youth between the ages of 16 and 24 at NJTS, Johnstone or a residential community home who, upon release, will reside in Atlantic, Bergen, Camden, Cumberland, Gloucester, Hudson, Mercer, Middlesex or Ocean County. Youth under the age of 24 who have not secured a high school diploma or High School Equivalency (HSE) will be provided services through the County if such services are available in the school district that will be receiving the youth from JJC. At a minimum, youth will have participated in the Workforce Learning Link, career and technology education, career employability class, at the Next Step Reentry Center at NJTS or the Jump Start Reentry Center on the Johnstone Campus and meet any additional eligibility requirements imposed on applicants from the public at large.

III. RESPONSIBILITIES OF JJC PRIOR TO A YOUTH'S RELEASE FROM NJTS, JOHNSTONE OR A RESIDENTIAL COMMUNITY HOME

- A.** Staff from the NJTS Next Step Reentry Center or Johnstone Jump Start Reentry Center, JJC's Office of Education (OOE) and Office of Juvenile Parole and Transitional Services (JP&TS) will discuss via email or phone with staff from the OSCC including the agency's coordinator of the initiative covered by this Agreement and case manager, to coordinate their efforts to ensure the participating youth is enrolled in appropriate and available OSCC services.
- B.** While a resident of the JJC, youth will participate in academic and career and technical education opportunities available through the JJC's Office of Education and career employability classes.
- C.** While a resident of NJTS or Johnstone, youth will meet with JP&TS staff for the purpose of identifying the youth's post-release needs to be addressed through his or her reentry (discharge) case plan so that efforts can begin to locate community-based resources to meet those needs.

- D. Not less than 90 days prior to a youth's anticipated release from NJTS, Johnstone, or a residential community home, he or she will be referred to the Next Step Reentry Center at the NJTS or the Jump Start Reentry Center at Johnstone for the purpose of finalizing his or her individualized post-release reentry case plan. The services provided to the youth through the Next Step Reentry Center or Jump Start Reentry Center will minimally include the following.
- i. Orientation to the NJTS Next Step Reentry Center or Johnstone Jump Start Reentry Center and the services offered through it;
 - ii. Discussion about JP&TS and its mandates;
 - iii. Development and discussion about the youth's reentry (discharge) case plan with the youth, representatives from JJC's Office of Education, the Next Step Reentry Center or Jump Start Reentry Center, JP&TS and if possible, his or her post-release caregiver;
 - iv. Youth at least 18 years old, must register for the Selective Service in order to receive One Stop training services, therefore a discussion about, and assistance in registering for Selective Service will be offered;
 - v. For youth at least 18 years old, a discussion about, and assistance in, registering to vote;
 - vi. Participation in computer-aided activities available through the Workforce Learning Link and Aztec Software (e.g., the Ready for Work Series, and the Occupational Foundation Series);
 - vii. Referral to the Office of Education at NJTS, Johnstone or a residential community home for administration of the Test of Adult Basic Education (TABE) test; and
 - viii. Preparation of materials needed to refer a youth to the OSCC.
- E. Not less than 60 days prior to a youth's anticipated release from a JJJC facility, staff from the Next Step Reentry Center or Jump Start Reentry Center, with the assistance of staff from the Office of Education and JP&TS, will submit a referral packet to OSCC on behalf of the youth. The referral packet shall include information prepared by JJC during the youth's residency with JJC. Referral packet information shall include the information necessary to enable OSCC to make an assessment of the youth's ability to participate in

services and opportunities available through the agency. The referral packet shall minimally include the following:

- i. A JJC One-Stop Referral Application;
- ii. A JJC Office of Education Transcript;
- iii. A statement on JJC letterhead indicating the youth's date of admission to and release from JJC;
- iv. A JJC Document Certification Form;
- v. A copy of the youth's high school diploma or High School Equivalency (HSE) if available;
- vi. Certificates of completion reflecting career and technical education courses that the youth participated in;
- vii. A statement summarizing the youth's progress on Aztec and the Workforce Learning Link in the Next Step and/or Jump Start Reentry Center;
- viii. The results of a TABE test; and
- ix. A written statement from the youth indicating his or her interest in participating in OSCC services.

F. Not less than 30 days prior to the youth's release from a JJC facility, Next Step Reentry Center or Jump Start Reentry Center staff will convene a case conference to finalize the youth's reentry case plan. Participants in the case conference will minimally include the youth, staff from the JJC facility, and JP&TS. Staff from OSCC will be accessible via phone. JJC will extend an invitation to the youth's caregiver to attend the case conference.

- i. The reentry case plan will include information relevant to the provision of post-release services to the youth through OSCC. Such information will minimally include:

1. Date, time and location of first post-release appointment for OSCC services; and
2. Date, time and location of first post-release case conference to assess the youth's adjustment to OSCC services.

G. Subsequent to the 30-day case conference and prior to the youth's release, his or her JP&TS Parole Officer and the OSCC case manager will review and verify the details of the youth's reentry case plan with regard to his or her

participation in OSCC services, establish a program start date and location for the youth to report to for his or her first post-release appointment.

- H. Subsequent to the 30-day case conference and prior to the release of a youth selected for the initiative covered by this Agreement, the youth's JP&TS Parole Officer shall consult with the OSCC case manager to inform him or her whether or not the reentry case plan has been modified in anyway since that case conference. Modifications relevant to the youth's participation in OSCC services shall be shared with the OSCC case manager.

IV. RESPONSIBILITIES OF OSCC PRIOR TO A YOUTH'S RELEASE FROM NJTS OR JOHNSTONE

- A. Staff from the OSCC including the agency's coordinator of the initiative covered by this Agreement and case manager shall discuss via phone or email with staff from the NJTS Next Step Reentry Center or Johnstone Jump Start Reentry Center, JJC's Office of Education (OOE) and Office of Juvenile Parole and Transitional Services (JP&TS) to coordinate their efforts to ensure the participating youth is enrolled in appropriate and available OSCC services.
- B. Staff from OSCC will provide information to JJC staff describing services that are available through OSCC that youth who are eligible for service under the WIOA may participate in for the purpose of assisting JJC staff in introducing youth to opportunities that may be of interest to him or her.
- C. Within seven days of the receipt of the referral, the OSCC case manager will consult with the NJTS Next Step Reentry Center or the Johnstone Jump Start Reentry Center staff about the youth, his or her referral materials and discuss possible services.
- D. A case conference will be convened by the NJTS Next Step Reentry Center or Johnstone Jump Start Reentry Center staff, in not less than 30 days prior to the youth's release from a JJC facility. Staff from OSCC will participate via phone or email. The youth's reentry case plan will be finalized during the case conference. Participants in the case conference will minimally include the youth, staff from a JJC facility, JP&TS, staff from OSCC via phone or email and, if possible, the youth's caregiver.

- i. The reentry case plan will include information relevant to the provision of post-release services to the youth through OSCC. Such information will minimally include:
 - 1. Date, time and location of first post-release appointment for OSCC services; and
 - 2. Date, time and location of first post-release case conference to assess the youth's adjustment to OSCC services.
- E. Subsequent to the 30-day case conference and prior to the youth's release, the OSCC case manager and the youth's JP&TS Parole Officer will review and verify the details of the youth's case plan with regard to his or her participation in OSCC, establish date and location for the youth to report to for his or her first post-release counseling appointment.
- F. Subsequent to the 30-day case conference and prior to the release of a youth selected for the initiative covered by this Agreement, the youth's OSCC case manager shall notify the JP&TS Parole Officer whether or not there have been any changes to the OSCC services planned for the youth at the 30-day case conference (e.g., a training site has re-located).

V. RESPONSIBILITIES OF JJC POST-RELEASE

- A. A representative of JJC (e.g., a staff member from JP&TS or a transitional living facility) shall accompany the youth to his or her first OSCC appointment with his or her OSCC case manager at the time and location agreed to prior to release (refer to Section III, paragraph G and Section IV, paragraphs E and F). The purpose of this appointment will be to clarify with the youth what his or her OSCC service plan will be and to answer any questions he or she may have in order to facilitate his or her successful transition to the service.
- B. JP&TS staff will work with parolees to ensure compliance with the employment and training services requirements.
- C. JP&TS staff will be available to youth released from a JJC facility, whether released on parole or after serving a maximum period of confinement.
- D. The youth's Parole Officer will extend to the OSCC case manager, an invitation to attend post-release case conferences for the purpose of ensuring collaborative partnerships between JJC and OSCC with regard to the delivery of reentry services to the youth.

VI. RESPONSIBILITIES OF OSCC POST-RELEASE

- A.** The OSCC case manager shall meet with the youth and a representative of JJC (e.g., a staff member from JP&TS or a transitional living facility) at the time and location agreed to prior to release (refer to Section III, paragraph G and Section IV, paragraphs E and F). The purpose of this appointment will be to clarify with the youth what his or her OSCC service plan will be and to answer any questions he or she may have in order to facilitate his or her successful transition to the service.
- B.** Within the limits of WIOA eligibility criteria, available funding and existing resources, OSCC will provide employment and/or training services when available to WIOA eligible JJC youth that reflect their interests and maximize their abilities. Through its available programs and resources, OSCC will work with the youth to facilitate his or her successful reentry to the community and transition to economic independence and young adulthood.
- C.** At the invitation of the youth's Parole Officer, the OSCC case manager may participate in the youth's post-release case conferences.
- D.** The OSCC case manager will be available to meet with the youth on an "as needed" basis for one year following release from a JJC facility. The frequency of such meetings should be established on a case-by-case basis in response to the needs of the youth. These meetings can be held individually or in a group format. The case manager will continue to assist with appropriate referrals as needed if the youth is eligible.

VII. DISCLOSURE OF JUVENILE INFORMATION TO THE OSCC

This Agreement is subject to the confidentiality provisions of **N.J.S.A 2A:4A-60**. The JJC and OSCC agree as indicated by this signed Memorandum of Agreement, to keep as confidential, a youth's juvenile information that is shared between the agencies. This confidential juvenile information shall only be used to determine if OSCC has services from which the youth may benefit; to identify which OSCC would best address the interests, needs and abilities of the youth; and to facilitate the youth's reentry, specifically, his or her enrollment and success in services available through OSCC. The JJC shall provide referral materials specified in Section III, paragraph E of this Agreement to the OSCC. OSCC will be notified of

pre and post-release case conferences and encouraged to participate in the same. OSCC agrees to maintain the confidentiality of their case files established and maintained on the youth's behalf. OSCC agrees to immediately notify the JJC upon receipt of a document request or subpoena for a youth's juvenile information provided to OSCC by JJC. Information provided to OSCC by JJC may not be released by OSCC without the express written consent and approval of the JJC and/or the youth unless permitted by law.

VIII. LIABILITY

The JJC shall be responsible, and shall hold the OSCC harmless for the actions of the JJC and its employees during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and the Contract Liability Act, N.J.S.A. 59:13-1, et seq.

The OSCC shall be responsible, and shall hold the JJC harmless for the actions of the OSCC and its employees occurring during the performance of their obligations under this Agreement, subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

Nothing in this Agreement shall be constructed to create any rights in third parties or to waive any defenses or immunities available to the OSCC or the JJC under the New Jersey law or federal law.

Agree to comply with all applicable Federal and State anti-discrimination laws. In the event a Federal or State court administrative agency makes a finding of discrimination after due process hearings on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to the Juvenile Justice Commission

IX. AMENDMENTS

Any and all provisions of this Agreement may be changed or modified by mutual consent of the parties. To be effective and binding, any change or modification must be in writing and signed by both the OSCC and the JJC.

X. TERMINATION BY THE OSCC OR THE JJC

OSCC or JJC may terminate this Agreement upon 30 days advance written notice to the other party for any reason whatsoever.

XI. TERM OF CONTRACT, SIGNATURES AND DATES

This Agreement shall become effective upon execution by both parties and shall continue, in effect until June 30, 2020, pending the availability of funds.

This Agreement contains nine pages, and is the entire Agreement between the OSCC and the JJC with respect to the subject matter contained herein.

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement set forth on the preceding pages in Article I through Article XI.

ONE STOP CAREER CENTER

NJ JUSTICE COMMISSION



Director



Kevin M. Brown
Executive Director
NJ Juvenile Justice Commission

Date: 5-2-17

Date: 5/16/2017

Approved as to form:
ATTORNEY GENERAL OF NEW JERSEY

By: 

Deputy Attorney General
Assistant

Date: 6/28/17