

GUIDANCE FOR PREPARING
MEMORANDUM OF UNDERSTANDING
INCLUDING INFRASTRUCTURE FUNDING
AGREEMENT FOR THE ONE STOP
DELIVERY SYSTEM

Version 1, December 2022

New Jersey
Department
of Labor and
Workforce
Development

Guidance for Preparing Memorandum of Understanding, including Infrastructure Funding Agreement

For the One Stop Delivery system

New Jersey Department of Labor and Workforce Development

Version 1, December 2022

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Section 1: Purpose

This Memorandum of Understanding (MOU), including an Infrastructure Funding Agreement (IFA) is developed to confirm the understanding of the Parties regarding the operation and management of the One Stop Career Center(s) that are part of the American Job Center network in the Local Workforce Development Board Area (LWDA). The Local Workforce Development Board (LWDB) provides oversight of workforce programming for the LWDA.

A single “umbrella” MOU may be developed that addresses the issues relating to the local One Stop delivery system for the LWDB, chief elected official and all partners. Alternatively, the LWDB (with the agreement of the chief elected official) may enter into separate agreements between each partner or groups of partners. Under either approach, the requirements of the MOU outlined in Section 2 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

The MOU and IFA outline the way the LWDB, the Chief Elected Official (CEO), and Partners providing workforce development services will operationalize the shared customers, shared services, and shared costs of providing a spectrum of workforce development and supportive services to job seekers, people who want to build employment skills, employers, and businesses. Development of a MOU among partners is required under the Workforce Investment and Opportunity Act (WIOA).

While the outcome of this process are the legal documents of the MOU and IFA, the process allows for a focus not only on the sites where services are provided, but more importantly on building an aligned system that fully integrates all partners. This Guidance includes support for completing the document and also for reflection and discussion to strengthen a high-quality workforce delivery system and enhance collaboration among partner programs.

The MOU includes information for partners in the One Stop system to better understand the roles and responsibilities of participants in the effective operation of the system and to facilitate coordination among them.

The MOU signed by a local workforce development board and its partners operationalizes the mission and vision for a comprehensive, collaborative, integrated workforce development system.

Items for Inclusion in MOU:

- Narrative of the mission and vision of the LWDB and the workforce development system

Section 2: Required Elements of the MOU

References: [TEGL 16-16 Sec. 6](#); [20 CFR 678.500](#)

Guidance and Background

The MOU must include:

1. A description of services to be provided through the One Stop delivery system, including the manner in which the services will be coordinated and delivered through the system;
2. Agreement on funding the costs of the services and the operating costs of the system, including:
 - a. Funding of infrastructure costs of One Stop centers in accordance with §§ 678.700 through 678.755; and
 - b. Funding of the shared services and operating costs of the One Stop delivery system described in § 678.760;
3. Methods for referring individuals between the One Stop operators and partners for appropriate services and activities;
4. Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One Stop delivery system;
5. The duration of the MOU and procedures for amending it; and
6. Assurances that each MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services.

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

Items for Inclusion in MOU

The template Memorandum of Understanding and Infrastructure Funding Agreement, when completed according to this guidance, will include all the required elements.

Section 2(a): Parties to MOU

References: [TEGL 16-16 Sec. 5](#); [Attachment II](#); [20 CFR 678.400](#); [NJ-PY22-3](#), One Stop Career Center Partners

Background and Guidance

The parties to the MOU include partners that support the operation of the One Stop Center. The specific partners who must be part of the MOU are outlined in the “Partnership” section of this guidance (Section 7). There are both required Federal partners and recommended state partners. A LWDB may also engage additional optional partners to deliver services at the One Stop. The template for Table B includes all required Federal partners and recommended state partners; LWDBs should add any additional partners who are party to the MOU.

Items for Inclusion in MOU

- Complete Table B, list of partners, contact information, and method of service provision (Table B is in Section 7 of the MOU Template)

Section 2 (b): Effective Period

References: [20 CFR 678.500\(b\)\(6\)](#)

Guidance and Background

A One Stop Partner MOU effective period may not exceed three years, but a LWDB may set a shorter effective period. The next MOU should generally begin on January 1, 2024, and may extend no later than December 31, 2027.

Items for Inclusion in MOU

- Effective Dates of Agreement

Section 3: One Stop/American Job Center Administration

References: [20 CFR 678.305-310](#)

Guidance and Background

The MOU must include a list of the locations, hours, contact information, and designation of each of the One Stop/American Job Centers in the LWDA. Complete this information in Table A of the MOU template. The MOU also includes basic information on the One Stop operator and the selection of the operator.

One Stop Centers must be either Comprehensive or Affiliate sites.

A comprehensive One Stop center is a physical location where job seeker and employer customers can access the programs, services, and activities of all required One Stop partners. A comprehensive One Stop center must have at least one Title I staff person physically present.

The comprehensive One Stop center must provide:

1. Career services, described in § 678.430;
2. Access to training services described in § 680.200;
3. Access to any employment and training activities carried out under sec. 134(d) of WIOA;
4. Access to programs and activities carried out by One Stop partners listed in §§ 678.400 through 678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA Title III (Wagner-Peyser Act Employment Service program); and
5. Workforce and labor market information.

Customers must have access to these programs, services, and activities during regular business days at a comprehensive One Stop center. The Local Workforce Development Board (LWDB) may establish other service hours at other times to accommodate the schedules of individuals who work on regular business days. The New Jersey State Employment and Training Commission (SETC), which functions as the State LWDB will evaluate the hours of access to service as part of the evaluation of effectiveness in the One Stop certification process described in § 678.800(b).

“Access” to each partner program and its services means:

1. Having a program staff member physically present at the One Stop center;
2. Having a staff member from a different partner program physically present at the One Stop center appropriately trained to provide information to customers about the programs, services, and activities available through partner programs; or
3. Making available a direct linkage through technology to program staff who can provide meaningful information or services.

- a. A “direct linkage” means providing direct connection at the One Stop center, within a reasonable time, by phone or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.
- b. A “direct linkage” cannot exclusively be providing a phone number or computer Web site or providing information, pamphlets, or materials.

All comprehensive One Stop centers must be physically and programmatically accessible to individuals with disabilities, as described in 29 CFR part 38, the implementing regulations of WIOA sec. 188.

An affiliated site, or affiliate One Stop center, is a site that makes available to jobseeker and employer customers one or more of the One Stop partners' programs, services, and activities. An affiliated site does not need to provide access to every required One Stop partner program. The frequency of program staff's physical presence in the affiliated site will be determined at the local level. Affiliated sites are access points in addition to the comprehensive One Stop center(s) in each local area. If used by local areas as a part of the service delivery strategy, affiliate sites must be implemented in a manner that supplements and enhances customer access to services.

As described in § 678.315, Wagner-Peyser Act employment services cannot be a stand-alone affiliated site.

States, in conjunction with the LWDBs, must examine lease agreements and property holdings throughout the One Stop delivery system in order to use property in an efficient and effective way. Where necessary and appropriate, States and LWDBs must take expeditious steps to align lease expiration dates with efforts to consolidate One Stop operations into service points where Wagner-Peyser Act employment services are co-located as soon as reasonably possible. These steps must be included in the State Plan.

All affiliated sites must be physically and programmatically accessible to individuals with disabilities, as described in 29 CFR part 38, the implementing regulations of WIOA sec. 188; as agreed to in the Assurances and Certifications (Section 10 of the MOU template); and described in the partner narratives (Section 7).

Items for Inclusion in MOU

- Table A, List of American Job Centers in LWDA with address, other contact information, and operating hours; designation of each AJC as Comprehensive or Affiliate
- Information on One Stop Operator including contact information and background and date of procurement

Section 3(a): Common Identifier

Reference: [TEGL 16-16 Sec. 10](#)

Guidance and Background

The MOU indicates whether partners will use “American Job Center” or other common identifier and branding.

Section 121 (e)(4) of WIOA requires each One Stop delivery system to use a common identifier on all products, programs, activities, services, electronic resources, facilities, and related property and new materials. States and local areas are also permitted to use any State- or locally-developed identifier.

The federal Departments of Labor and Education established the "American Job Center" network, a unifying name and brand, that identifies online and in-person workforce development services as part of a single network of publicly-funded services (20 CFR 678.900, 34 CFR 361.900, and 34 CFR 463.900).

The One Stop delivery system must use either that common identifier as its name, or using the tag line phrase "a proud partner of the American Job Center network" if using a different name. Either the plain text or one of the logos may be used. If a logo is used, it must be used in accordance with the guidelines contained in the Graphics Style Guide for Partners, and with the terms of use for the logos

Items for Inclusion in MOU

- Assurance that the One Stop is using the American Job Center branding, or indication of common identifier if using

Section 3(b): Fiscal Agent

Reference: [New Jersey WD-PY21-6](#), Policy on Local Governance

Guidance and Background

The MOU identifies the fiscal agent overseeing administration and management of funds used to procure and operate the One Stop Centers.

As highlighted in 20 CFR 679.420, in order to assist in administration of the grant funds, the CEO may designate an entity to serve as a local fiscal agent. Designation of a fiscal agent does not relieve the CEO of liability for the misuse of grant funds. If the CEO designates a fiscal agent, they must ensure such agent has clearly defined roles and responsibilities.

In general, the fiscal agent is responsible for the following functions:

1. Receive funds;

2. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, and the corresponding Federal regulations and State policies;
3. Respond to audit financial findings;
4. Maintain proper accounting records and adequate documentation;
5. Prepare financial reports;
6. Provide technical assistance to subrecipients regarding fiscal issues.

At the direction of the LWDB, the fiscal agent may have the following additional functions:

1. Procure contracts or obtain written agreements;
2. Conduct financial monitoring of service providers; and
3. Ensure independent audit of all employment and training programs

Items for Inclusion in MOU

- Name and contact details for Fiscal Agent

Section 4: Role of the Chief Elected Official

References: [New Jersey WD-PY21-6](#), Policy on Local Governance

Guidance and Background

The MOU clarifies the role of the Chief Elected Official (CEO) in working with One Stop partners. The CEO is financially liable for the workforce development funds allocated to the local workforce area. Because of this obligation, the CEO plays a role in supporting the MOU process but is not expected to lead it. The CEO’s role and obligations are outlined in WD-PY21-6.

The CEO(s) must ensure the LWDB:

1. Selects a private-sector business representative as the LWDB chair;
2. Procures a One Stop Operator(s) in the LWDA
3. Coordinates with economic development strategies and establishes employer linkages with workforce development activities;
4. Carries out regional and local planning responsibilities as required by WIOA, NJDOL, and SETC;
5. Conducts business in a transparent manner by making available to the public information about the activities of the LWDB to include: the regional and local plans prior to submission

and following approval by NJDOL and SETC; membership; procurement and designation of the local One Stop operator; the award of grants or contracts; and minutes of LWDB meetings.

Items for Inclusion in MOU

- Name, role, and contact information of Chief Elected Official(s)

Section 5: Role of the Local Workforce Development Board (LWDB)

References: [New Jersey WD-PY21-6](#), Policy on Local Governance

Background and Guidance

The MOU clarifies the role of the Local Workforce Development Board (LWDB) in working with One Stop partners.

The LWDB serves as a strategic leader and convener of local workforce development system stakeholders. The LWDB ensures the workforce-related needs of employers, workers, and job seekers in the LWDB Area and/or the region are met, to the maximum extent possible with available resources. It is also responsible to:

1. Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the LWDA and larger planning region;
2. Assist in the achievement of the State's strategic and operational vision and goals as outlined in the Unified State Plan or Combined State Plan
3. Maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided; and
4. Certify One Stop Career Centers in accordance with 20 CFR 678.800.

Items for Inclusion in MOU

- Narrative outlining the LWDB's activities in supporting effective One Stop operations and service integration

Section 6: Role of the One Stop Operator

References: [20 CFR 652.400](#); Agreement between LWDB and One Stop Operator

The MOU clarifies the role of the One Stop Operator in working with the LWDB and Partners to provide effective shared services, manage shared costs, and work with shared customers.

While the One Stop Operator can participate in the MOU development process, the responsibility of negotiating the MOUs cannot be delegated to them as part of the competitive procurement process. The role of the One Stop Operator does include ensuring the implementation of partner responsibilities and contributions agreed upon in the MOU and coordinating the service delivery of the required One Stop partners and service providers. They may participate in developing the MOUs, but the LWDB cannot recuse itself from the responsibility of overseeing the development and implementation of the MOU.

One Stop operators may be a single entity or a consortium of entities and may operate one or more One Stop centers. In addition, there may be more than one One Stop operator in a local area.

The One Stop operator contract shall specify the operator's role. The details about the Operator's role should be included in the MOU.

Items for Inclusion in MOU:

- Narrative on the One Stop Operator's Role

Section 7: Partners

References: [TEGL 16-16 Sec. 5](#); [Attachment II](#); [20 CFR 678.400](#); [New Jersey WD-PY22-3](#), One Stop Career Center Partners

Background and Guidance

The MOU lists the required, suggested, and optional partners and details the ways they contribute to the system. In addition to the list of partners, contact information, and method of service provision in Table B (Section 4 of the MOU), the MOU includes a short (1-2 paragraph) narrative about each partner. The narrative attachment can be compiled into one document or submitted as several attachments. The narrative should explain:

1. The services that each partner provides
2. The method(s) the partner uses to provide services (in-person, virtually, through cross-trained partners, through direct linkage)
3. Strategies for cross-training other staff and partners
4. The partner's role in outreach, recruitment, and marketing

5. The partner's contributions to programmatic accessibility
6. The partner's contributions to any priorities of service and/or to targeting particular special populations

Effective partnerships are the key to delivering an integrated, collaborative workforce development system that services the needs of job seekers, people interested in upgrading skills and training, and the business community. Federal legislation and regulations require specific partners to the MOU and One Stop; New Jersey suggests additional partners; and a LWDB may choose to include additional, optional partners.

Each required federal partner must:

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

The MOU must clearly define which method of access the partner will use; "access" for this purpose means at least one of the three methods provided below:

Option 1. Having a program staff member physically present at the American Job Center;

Option 2. Having a staff member from a different partner program physically present at the American Job Center and appropriately trained to provide information to customers about the programs, services, and activities available through all partner programs;

Example: Title II staff train a staff member from Employment Services (ES) to provide basic Title II program information (Basic eligibility requirements and how to access services) to customers. After a customer completes the Title II application, the ES staff person could then connect the customer to a Title II staff person. The ES staff person would have to document the time spent on these activities and ensure that time is charged proportionately.

Option 3. Making available a direct linkage through technology to a program staff member who can provide meaningful information or services. A “direct linkage” means providing a direct connection at the One Stop within a reasonable time, by phone or through a real-time web-based communication, to a program staff member who can provide program information or services, including career services, to the customer. Solely providing a phone number, web site, information, pamphlets, or materials does not constitute a “direct linkage.”

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. This training includes provision of services virtually.

Section 7(a): Required Federal Partners

There are 13 required One Stop partners. All the programs authorized under Title I of WIOA are grouped as a single partner. When a program does not have a presence in a local area, they are not required.

Federal partners required by WIOA are:

1. Title I Adult, DW, and Youth Programs
2. Title I Indian and Native American Programs (no presence in New Jersey, so not required in MOU)
3. Title I NFJP (National Farmworker Job Program)/MSFW (Migrant and Seasonal Farmworker)
4. Title I Job Corps
5. Title I YouthBuild
6. Title III Unemployment Compensation
7. Title III Wagner-Peyser
8. SCSEP (Senior Community Service Employment)
9. TAA Program (Trade Adjustment Assistance)

10. Jobs for Veteran State Grants
11. REO (Reentry Employment Opportunities)
12. Title II AEFLA (Adult Education and Family Literacy Act) program
13. Title IV State VR (Vocational Rehabilitation) Service program
14. CTE (Career technical education programs) at postsecondary level - Carl D. Perkins Act
15. HUD (U.S. Department of Housing and Urban Development) Employment and Training programs
16. HHS (U.S. Department of Health and Human Services) Employment and training activities carried out under Community Services Block Grant
17. TANF (Temporary Assistance for Needy Families) programs

See also New Jersey WD-PY21-6, Policy on Local Governance, for additional detail on required partners.

Section 7(b): State Partners

Several state programs make contributions to the workforce development system in New Jersey. LWDBs are required to include the New Jersey Department of Labor State Business Outreach Team and encouraged to consider the other programs listed as parties to the MOU. If a LWDB is already working closely with one of the programs below, they may be included in the MOU. If these state partners are not included in an MOU, the LWDB is encouraged to consider ways that partnerships with these providers may enhance the services for customers of the system.

Required state partner:

1. New Jersey Department of Labor State Business Outreach Team

Recommended state partners:

1. New Jersey Youth Corps (NJYC)
2. Pathways to Recovery
3. Pre-Apprenticeship in Career Education (PACE)
4. Growing Apprenticeships in Nontraditional Sectors (GAINS)
5. Reentry Services and Training Opportunities to Reestablish Employment (ReSTORE)
6. WorkFirst New Jersey Employment and Training (E&T) - General Assistance

Section 7(c): Additional Partners

A LWDB may include additional partners in the MOU, such as:

Ticket-to-Work; SNAP; Small Business Administration (SBA) Programs; Client Assistance Program (CAP) (Rehabilitation Act of 1973, as amended by WIOA title IV); public libraries; National Dislocated Worker Grants (WIOA Title I).

TEGL 17-16 clarifies that additional partners are not subject to the State funding formula in the IFA.

Section 7(d): Signatories for Partners

Reference: [WD-PY-22-3](#), One Stop Career Center Partners

The MOU is strongest when the parties and signatories have close working relationships in the local system. The signatory to the MOU must include the organization working most closely to LWDBs, in addition to state representatives of partner programs. New Jersey's policy on One Stop Career Center Partners provides guidance on the entities that are signatories for each required program. Some entities have signatories at the state level and others from local representatives. In addition to providing NJ-PY22-3, NJDOL can offer guidance in connecting with appropriate signatories. LWDBs should seek any required assistance in connecting with signatories early in the MOU development process.

Items for Inclusion in MOU

- Table B, with contact information for partners
- Narrative for each partner describing the services that partner provides; the method the partner uses to provide services (in-person, virtually, through cross-trained partners; strategies for cross-training other staff and partners; and the partner's role in outreach, recruitment, and marketing)

Section 8: One Stop/American Job Center Operations

References: [20 CFR 300-320](#); [20 CFR 678.400-430](#); [20 CFR 680.200](#); LWDB's Local Plan

Section 8(a): Description of Services

Background and Guidance:

The MOU includes information about the services provided by each partner. It includes the Partner-Service Matrix prepared for the LWDB's Local Plan as an attachment.

Comprehensive One Stop centers must provide the following services:

1. Career services, described in § 678.430 and the Appendix to this guidance;
2. Access to training services described in § 680.200 and the Appendix;
3. Access to any employment and training activities carried out under sec. 134(d) of WIOA;
4. Access to programs and activities carried out by One Stop partners listed in §§ 678.400 through 678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA title III (Wagner-Peyser Act Employment Service program); and

5. Workforce and labor market information.

Items for Inclusion in MOU:

- Partner-Service Matrix prepared for local plan

Section 8(b): Co-Enrollment

Background and Guidance

The MOU clarifies the ways in which partners collaborate to ensure customers receive services from multiple programs for which they are eligible and/or from which they would benefit.

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

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

Items for Inclusion in MOU

- Description of the method partners agree to use to achieve co-enrollment and integrated case management.

Section 8(c): Referrals

Background and Guidance

The MOU clarifies the ways that partners refer customers, clients, jobseekers, and business partners among themselves.

Each partner provides unique services and strategies, and the One Stop system integrates those services. A strong referral system is critical to providing integrated and seamless delivery of services to workers, job seekers, and employers.

This section must describe a formal, systematic approach to the referral of individuals requiring One Stop services. This systematic process must be agreed to by all partners and thoroughly explained so that all parties-partners, the One Stop operator and the local board, understand the referral system, which cannot be limited to provision of information about partner services.

The referral system must require follow-up contact to verify that the customer was provided

service. The MOU must describe how the referral process will connect customers to services, whether it is at the One Stop or another location. Where there is a shared case management system (such as WIOA and Labor Exchange services) the case management system must be used in the referral process, and all referrals must be recorded.

In order to facilitate such a system, Partners agree to:

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

Items for Inclusion in MOU

- Referral Narrative

Section 8(d): Data Sharing

Background and Guidance

Since partners may use different data systems, the MOU clarifies ways that data is protected and shared, especially to inform co-enrollment and referrals. Partners also agree to data protection provisions in the Assurances and Certifications (Section 11).

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

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

1. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:
 - a. Customer PII will be properly secured in accordance with the LWDB's policies and procedures regarding the safeguarding of PII.
 - b. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
 - c. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - d. Customer data may be shared with other programs, for those programs' purposes, within the One Stop Career Center Network only after the informed written consent of the individual has been obtained, where required.
 - e. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
2. All data exchange activity will be conducted, as practicable, in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
3. 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.

Items for Inclusion in MOU

- Description of how the partners share information to ensure relevant information is entered in AOSOS and additional data are shared with Operators to track progress of activities

Section 8(e): Service Integration

Guidance and Background

The MOU explains the ways that partners work together to integrate services. Ideally, a One Stop Center should provide a seamless experience to customers. They can receive assistance from a spectrum of programs and services offered by One Stop partners. A well-integrated service delivery system is critical to providing that experience.

The narrative should describe connections among partners to the MOU as well as collaboration with external stakeholders including education and business communities.

Partners will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the One Stop Operator.
2. Joint planning, policy development, and system design processes.
3. Commitment to the joint mission, vision, goals, strategies, and performance measures.
4. The design and use of common intake, assessment, referral, and case management processes.
5. The use of common and/or linked data management systems and data sharing methods, as appropriate.
6. Sharing of assessments and employment plans developed by Partners for co-enrolled customers to streamline services and eliminate duplication of services.
7. Leveraging of resources, including other public agency and non-profit organization services.
8. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
9. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
10. Coordinating outreach and recruitment, including targeted efforts for populations most at risk or most in need; outreach to out-of-school youth; and development of coordinated marketing tools and materials.

Items for Inclusion in MOU:

- Narrative Summary of service integration efforts, plans, and strategies to improve service integration.

Section 9: One Stop Operating Budget and Infrastructure Funding Agreement

References: [20 CFR 678.700-760](#); [TEGL 17-16](#)

Section 9(a) Description of Infrastructure Funding Agreement

The Infrastructure Funding Agreement is the component of the MOU that documents shared costs and shared benefits of Partners in delivering the services in the One Stop system.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,

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

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

The One Stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the One Stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The One Stop Operating Budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each Partner in proportion to the Partner's use of the One Stop Center and relative benefit received. The One Stop Operating Budget may be further refined by the One Stop Partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive One Stop Center from a specialized One Stop Center or an affiliate One Stop Center.

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

1. Infrastructure costs
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 on a quarterly basis against actual costs incurred and adjusted accordingly. The One Stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All

Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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

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

Section 9(b): Cost Reconciliation and Allocation Base Update

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

1. Partners will provide the LWDB with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
 - a. Quarterly cost information and documentation of the actual costs,
 - b. Updated staffing information (per the 1st day of the 1st month of each quarter), and
 - c. Actual customer participation numbers (per the last day of the last month of each quarter).
2. Upon receipt of the above information, the LWDB will:
 - a. Compare budgeted costs to actual costs,
 - b. Update the allocation bases, and
 - c. Apply the updated allocation bases, using a cost allocation methodology agreed to by all Partners, to determine the actual costs allocable to each Partner.
3. The LWDB 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 LWDB 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 LWDB'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 LWDB area, the LWDB will only send a copy of the updated budget.
5. Upon receipt of the adjusted budget, each Partner will review both documents and will reconcile any necessary budgeted offsets to the satisfaction of LWDB no later than fifteen (15) days following receipt.
6. Partners will communicate any disputes with the adjusted budget to the LWDB in writing. The LWDB 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 LWDB will revise the adjusted budget upon resolution of the dispute.

Section 9(c): Infrastructure Costs

1. One Stop infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the American Job Center, including technology used for the Center's planning and outreach activities.
2. All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the American Job Center or not. Each Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.
3. Partners funding the costs of infrastructure according to this IFA are the same as identified in the Partners section of the MOU.
4. All Parties agree that the cost allocation methodology for this IFA will be the same as described in the Cost Allocation Methodology section of the MOU.

Section 9(d) Cost and Funding Definitions

Additional Costs

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services. [WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR

463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One Stop Delivery System (pp. 4-5, Attachment II)]

Shared Operating Costs and Shared Services

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

Funding Types

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

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

1. Support the One Stop Center in general; or
2. 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. See also § 200.44 Final cost objective and

200.60 Intermediate cost objective.

Items for Inclusion in MOU:

- IFA Template

Section 10: MOU and IFA Development Process

References: [20 CFR 628.510](#); [New Jersey WD-PY22-4](#), New Jersey Memorandum of Understanding and Infrastructure Funding Agreement

Background and Guidance

So that all partners are aware of the process in developing the MOU, it includes Table C, Meeting and Planning Form, documenting the discussions of MOU negotiation, including the development and negotiation of the IFA. The specific people participating in negotiations do not have to be the signatories, but they should have the authority to negotiate on behalf of the signatory if this is the case. NJ WD-PY22-4 includes a timeline for MOU negotiation and submission specific to MOUs effective January 1, 2024.

The MOU outlines the collaboration among partners to provide services. The development of the MOU is an important process in understanding partners' roles and responsibilities, learning about partners' services and capacities, and building a stronger and more aligned system. The broad steps in the process of developing the MOU are:

1. Notification of Partners

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

2. Initial Meeting

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

3. Negotiations

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

4. Draft MOU

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

5. Review and Comment upon Conclusion of the Negotiations

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

Items for Inclusion in the MOU:

- Planning and Meeting record form indicating meetings among partners

Section 10(a): Modification Process

Background and Guidance

Modifications to the MOU require approval of the LWDB and Partners, but not of the Chief Elected Official.

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

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the LWDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the LWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the LWDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed. If determined that a Partner is unwilling to agree to the MOU modification, the LWDB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

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

TAC 17-02, and OCTAE Program Memo 17-4). Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed.

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

Section 10(b): Dispute Resolution

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

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

10(c) Steps to Reach Consensus

Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the LWDA AJC/One Stop Career Center Network. In

the event that the LWDB cannot reach consensus with a required partner, the State Funding Mechanism is triggered. The State Funding Mechanism cannot be triggered by additional One Stop Partners not reaching consensus. IFAs must include information on the steps the LWDB, CEO, and One Stop Partners took to reach consensus or the assurance that the local area followed the State Funding Mechanism and a description of the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

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

10(d) Notice of Failure to Reach Consensus on the IFA Portion of this Agreement

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

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

2. Negotiation Materials Provided to Governor

The LWDB Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the LWDB 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 LWDB 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 LWDB 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 10(e): 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 are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period.
3. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
4. WIOA is repealed or superseded by subsequent federal law.
5. Local area designation is changed under WIOA.
6. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the LWDB Chair (or designee) specifying such breach in

reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

7. In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

8. Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

9. All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Section 10(f): Signatures and Submission

Parties may sign the MOU in hard copy or electronically, but all signatures should be in the same format.

The final MOU, with all signatures and attachments, shall be provided to the New Jersey Department of Labor in a single PDF (Portable Document Format), with the name [LOCAL WORKFORCE DEVELOPMENT BOARD] Executed MOU Effective [DATE].

Section 11: General Assurances and Certifications

These Assurances and Certifications ensure compliance with federal and state law. References to the law or policy are included in each item in the Assurances and Certifications.

Items for Inclusion in MOU:

- The Assurances and Certifications in this section are included in the MOU Template

Legal Authority

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

Assurances

All Parties to this agreement shall comply with:

1. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
3. Section 504 of the Rehabilitation Act of 1973, as amended,
4. The Americans with Disabilities Act of 1990 (Public Law 101-336),
5. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
6. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
7. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
8. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
9. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603), all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
10. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
11. Additionally, all Parties shall:
 - 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, and
 - 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.

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 contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

4. To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

5. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

6. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

[Accessibility](#)

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

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

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

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

Monitoring

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

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

Non-Discrimination and Equal Opportunity

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 LWDB and the One Stop Operator have no responsibility and/or liability for any actions of the One Stop Center employees, agents, and/or assignees.

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

Severability

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

Drug- and Alcohol-Free Workplace

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

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

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

Certification Regarding Lobbying

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

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

Debarment and Suspension

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

Buy American Provision

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

Salary Compensation and Bonus Limitation

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, and TEGL 09-21, restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

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

Governing Law

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

Section 12: Alignment with Additional Documents and Policies

LWDBs and their partners engage in several processes and prepare other documents that complement the work outlined in the MOU. Some sections of this guidance and the template MOU make specific reference to additional documents, either for inclusion or for consideration in completing a section of the MOU. While most documents are not required as part of the MOU, LWDBs should consult them for consistency and can and should use material prepared for other purposes to complete the MOU where appropriate. Considering alignment of other aspects of the LWDB’s work will ensure that the MOU reflects an integrated system and contributes to best practices in local governance and service delivery.

Additional documents LWDBs may consult or consider include:

1. Local and regional strategic plans
2. LWDB Certification documents
3. Chief Elected Official Agreement

4. Chief elected official and fiscal agent agreement
5. Chief elected official and LWDB partnership agreement
6. Agreement between LWDB and One Stop Operator

Section 13: References

This list of legislation, regulation, policies, and guidance is not exhaustive but is the primary set of documents from which this guidance draws. Other references are cited in the relevant sections of this guidance and/or the MOU.

[Workforce Investment and Opportunity Act](#), Public Law (Pub. L.) 113-128, signed into law on July 22, 2014

Federal regulations implementing the Workforce Innovation Act and Workforce Investment and Opportunity Act, in particular [20 CFR Part 660](#) and [20 CFR Part 678](#)

[Training and Employment Guidance Letter 16-16](#), One Stop Operations Guidance for the American Job Center Network

[Training and Employment Guidance Letter 17-16](#), Infrastructure Funding of the One Stop Delivery System

[New Jersey WD-PY21-6](#), Policy on Local Governance

[New Jersey WD-PY22-3](#), One Stop Center Partners

[New Jersey WD-PY22-4](#), New Jersey Memorandum of Understanding and Infrastructure Funding Agreement

Appendix: Definitions

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

Suggested Partner: The New Jersey Department of Labor suggests the inclusion of New Jersey Youth Corps (NJYC); Pathways to Recovery; Pre-Apprenticeship in Career Education (PACE); and Growing Apprenticeships in Nontraditional Sectors (GAINS).

Additional Partner: With the approval of the LWDB 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: Youth, jobseekers, and businesses receiving services from more than one required Partner are considered shared customers. Shared customers benefit from services and resources delivered across multiple One Stop Partners.

Virtual Services: Any assistance or services provided through means such as conference calls, electronic referrals, and video conferencing. Virtual outreach may also include referrals to supportive services, such as to food pantries, health clinics, and advocacy groups.

Chief elected official (CEO): The term Chief Elected Official means (1) the chief elected executive officer of a unit of general local government in a LWDA; and (2) in a case in which a local workforce development area (LWDA) includes more than one unit of general local government, the individuals designated under a consortia agreement.

Local Workforce Development Area (LWDA): A geographic area, designated by the Governor in accordance with WIOA, (1) to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker, and Youth funds allocated by the State, and (2) to coordinate efforts related to the other core programs at a local community level.

Local Workforce Development Board (LWDB): The body that is responsible for strategy and governance of activities in the LWDA and comprised of members appointed by the CEO of the area consistent with relevant by-laws and agreements.

New Jersey Department of Labor and Workforce Development (NJDOLE) is the state administrative entity/state workforce agency designated by the governor.

State Employment and Training Commission (SETC) is the State Workforce Development Board.

Basic Career Services

Reference: 20 CFR 678.430(a)

1. Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
2. Outreach, intake (including worker profiling), and orientation to information and other services available through the One Stop delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to the application Web site;
3. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;
4. Labor exchange services, including -
 - a. Job search and placement assistance, and, when needed by an individual, career counseling, including -
 - i. Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and
 - ii. Provision of information on nontraditional employment; and
 - b. 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 -
 - a. Job vacancy listings in labor market areas;
 - b. Information on job skills necessary to obtain the vacant jobs listed; and
 - c. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
7. Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
8. Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's One Stop delivery system;
9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;
10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for Unemployment Insurance Compensation.
 - a. "Meaningful assistance" means:
 - i. Providing assistance on-site using staff who are well-trained in Unemployment Insurance Compensation claims' filing and the rights and responsibilities of claimants; or
 - ii. Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.
 - b. The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services

Reference: 20 CFR 678.430(b)

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include -
 - a. Diagnostic testing and use of other assessment tools, and
 - b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in § 680.180 of this chapter).
3. Group counseling.
4. Individual counseling.
5. Career planning.
6. Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training.
7. Internships and work experiences that are linked to careers (as described in § 680.170 of this chapter).
8. Workforce preparation activities.
9. Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and § 681.500 of this chapter.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

Follow-Up Services

Reference: 20 CFR 678.430(c)

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

Training Services

Reference: 20 CFR 680.200

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

Youth Services

Reference: [20 CFR 681.460](#); [20 CFR 681.700](#)

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

Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.
4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the Local Area involved.

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and Peer-Centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. Supportive services.
8. Adult mentoring for the period of participation and a subsequent period for a total of not less than 12 months.
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
11. Financial literacy education.
12. Entrepreneurial skills training.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
14. Activities that help youth prepare for and transition to postsecondary education and training.

Business Services

References: [20 CFR 678.435](#)

Certain career services must be made available to local employers, specifically labor exchange activities and labor market information described in § 678.430(a)(4)(ii) and (a)(6). Local areas must establish and develop relationships and networks with large and small employers and their intermediaries. Local areas also must develop, convene, or implement industry or sector partnerships.

Customized business services may be provided to employers, employer associations, or other such organizations. These services are tailored for specific employers and may include:

- (1) Customized screening and referral of qualified participants in training services to employers;
- (2) Customized services to employers, employer associations, or other such organizations, on employment-related issues;

(3) Customized recruitment events and related services for employers including targeted job fairs;

(4) Human resource consultation services, including but not limited to assistance with:

(i) Writing/reviewing job descriptions and employee handbooks;

(ii) Developing performance evaluation and personnel policies;

(iii) Creating orientation sessions for new workers;

(iv) Honing job interview techniques for efficiency and compliance;

(v) Analyzing employee turnover;

(vi) Creating job accommodations and using assistive technologies; or

(vii) Explaining labor and employment laws to help employers comply with discrimination, wage/hour, and safety/health regulations;

(5) Customized labor market information for specific employers, sectors, industries or clusters; and

(6) Other similar customized services.

Local areas may also provide other business services and strategies that meet the workforce investment needs of area employers, in accordance with partner programs' statutory requirements and consistent with Federal cost principles. These business services may be provided through effective business intermediaries working in conjunction with the Local WDB, or through the use of economic development, philanthropic, and other public and private resources in a manner determined appropriate by the Local WDB and in cooperation with the State. Allowable activities, consistent with each partner's authorized activities, include, but are not limited to:

(1) Developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships);

(2) Customized assistance or referral for assistance in the development of a registered apprenticeship program;

(3) Developing and delivering innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer

use, and other effective initiatives for meeting the workforce investment needs of area employers and workers;

(4) Assistance to area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors;

(5) The marketing of business services to appropriate area employers, including small and mid-sized employers; and

(6) Assisting employers with accessing local, State, and Federal tax credits.