

MEMORANDUM OF UNDERSTANDING

One-Stop Career Center Partners

Enter Local
Workforce
Development
Board

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Memorandum of Understanding

Section 1: Purpose

Purpose

This Memorandum of Understanding (MOU) is executed among the Local Workforce Development Board (LWDB), the One Stop Career Center (American Job Center Network) Partners (Partners), and the Chief Elected Official (CEO). They are collectively referred to as the “Parties” to this MOU. The MOU incorporates an Infrastructure Funding Agreement (IFA) in which Parties agree to the shared costs and benefits of operating a local workforce system. The term “MOU” throughout this document incorporates the IFA.

Mission and Vision

References: MOU/IFA Guidance, Section 1.; LWDB’s Local Plan

Provide a narrative of the mission and vision of the One Stop Career Center/American Job Center Network in the Local Workforce Development Area (LWDA).

Mission and Vision Narrative

Section 2: Effective Period

Effective Period

References: MOU/IFA Guidance, Section 2(b)

Complete the blanks with the beginning and end dates of the agreement.

This MOU is effective as of _____ which corresponds to the date of signing by the final signatory below and must terminate on _____, unless any of the reasons in the Termination section (Section 10, MOU and IFA Process), apply.

Section 3: One Stop/American Job Centers: Administration

One Stop Career Centers/ American Job Centers

References: MOU/IFA Guidance, Section 3

List all One Stop Centers in the local workforce development area in **Table A**, below.

TABLE A: One Stop Centers

Mailing Address	Hours of Operation	Telephone Number	URL	Comprehensive (C) or Affiliate (A)

One Stop Operator

References: MOU/IFA Guidance, Section 3; Local Plan Section III.C

Provide the contact information for the current One Stop Operator.

Operator Name:	
Name of Operator Contact Person:	
Online location for all documentation for the competitive One Stop Operator procurement and selection process:	
Date of Current Contract with One Stop Operator:	

Common Identifier

References: MOU/IFA Guidance, Section 3(a)

The Partners agree to identify as The [redacted] One Stop Career Center or, as [redacted] in conjunction with “A Proud Partner of the American Job Center Network.”

Fiscal Agent

References: MOU/IFA Guidance Section 3(b); Policy on Local Governance, WD-PY21-6

Provide contact information for the fiscal agent.

Fiscal Agent:	[redacted]
Name of Fiscal Agent Contact Person:	[redacted]
Fiscal Agent Mailing Address:	[redacted]
Fiscal Agent Phone Number:	[redacted]
Fiscal Agent Email Address:	[redacted]

Section 4: Role of Chief Elected Official

References: MOU/IFA Guidance, Section 4; Policy on Local Governance, WD-PY21-6

Provide contact information for each Chief Elected Official (CEO) in the LWDA.

Name of Chief Elected Official:	[redacted]
Role/Title:	[redacted]
CEO Mailing Address:	[redacted]
CEO Phone Number:	[redacted]
CEO Email Address:	[redacted]
Name of Chief Elected Official:	[redacted]
Role/Title:	[redacted]
CEO Mailing Address:	[redacted]
CEO Phone Number:	[redacted]
CEO Email Address:	[redacted]

Name of Chief Elected Official:	[redacted]
Role/Title:	[redacted]
CEO Mailing Address:	[redacted]
CEO Phone Number:	[redacted]
CEO Email Address:	[redacted]

Section 5: Role of Local Workforce Development Board

References: MOU/IFA Guidance, Section 5; Policy on Local Governance, WD-PY21-6

Provide a brief narrative of the LWDB's role in working with partners to ensure the One Stop operations are effective.

LWDB Narrative

Section 6: Role of One Stop Operator

References: MOU/IFA Guidance, Section 6

Provide a brief narrative of ways the One Stop Operator works with partners to ensure effective operations, service delivery, and service integration.

One-Stop Operator Narrative

Section 7: Partners

References: MOU/IFA Guidance, Section 7

Contact information for partners to the MOU should be included in Table B, on page 6. Following this table on page 6, please provide a short (1-2 paragraph) narrative for each partner that is a party to the MOU. The narrative should explain:

- The services that partner provides

- The method(s) the partner uses to provide services (in-person, virtually, through cross-trained partners, direct linkage)
- Strategies for cross-training other staff and partners
- The partner’s role in outreach, recruitment, and marketing
- The partner’s contributions to programmatic accessibility
- The partner’s contributions to any priorities of service and/or to targeting particular special populations

Required Federal Partners

References: MOU/IFA Guidance Section 7(a)

Provide the names and contact information for required federal Partners in Table B, on page 6.

State Partners (Recommended)

References: MOU/IFA Guidance Section 7(b)

Provide the names and contact information for any recommended state Partners who are party to the MOU in Table B.

Additional Partners (optional)

References: MOU/IFA Guidance Section 7(c)

Provide the names and contact information for any additional Partners in Table B.

Partner Overview

TABLE B

PARTNER INFORMATION

A. Required Partners	Federal	Contact Person/Signatory	Contact Information	Service Provision Method
Title I Adult, Dislocated Worker, and Youth Programs				
Title I NFJP (National Farmworker Job				

Program)/MSFW (Migrant and Seasonal Farmworker)			
Title I Job Corps			
Title I YouthBuild			
Title III Unemployment Compensation			
Title III Wagner-Peyser			
SCSEP (Senior Community Service Employment)			
TAA Program (Trade Adjustment Assistance)			
Jobs for Veteran State Grants			
REO (Reentry Employment Opportunities)			
Title II AEFLA (Adult Education and Family Literacy Act) program			
Title IV State VR (Vocational Rehabilitation) Service program (generally Commission for the Blind and Visually Impaired [CBVI])			
CTE (Career technical education programs) at postsecondary level - Carl D. Perkins Act			
HUD (Housing and Urban Development) Employment and Training programs			
HHS (Health and Human Services) Employment and training activities carried out under Community Services Block Grant			

TANF (Temporary Assistance for Needy Families) programs			
B. Required State Partner			
New Jersey DOL State Business Outreach Team			
C. Recommended State Partners			
New Jersey Youth Corps (NJYC)			
Pathways to Recovery			
Pre-Apprenticeship in Career Education (PACE)			
Growing Apprenticeships in Nontraditional Sectors (GAINS)			
Reentry Services and Training Opportunities to Reestablish Employment (ReSTORE)			
WorkFirst New Jersey Employment and Training (E&T) - General Assistance			
D. Additional Partners			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			
[Additional Partner]			

Partner Narratives

For each partner, include a short narrative (1-2 paragraphs) that explains:

- The services that partner provides
- The method(s) the partner uses to provide services (in-person, virtually, through cross-trained partners)
- Strategies for cross-training other staff and partners
- The partner’s role in outreach, recruitment, and marketing

- The partner’s contributions to programmatic accessibility
- The partner’s contributions to any priorities of service and/or to targeting particular special populations

Partner Narrative; attach additional pages as necessary and note here that they are included as an attachment.

Section 8: One Stop/American Job Center Operations

Description of Services

References: MOU/IFA Guidance Section 8(a)

Review and update the *Partner-Service Matrix* prepared for your local plan to reflect any additional partners or partnership changes. Include the updated Matrix as an attachment to the MOU or cut and paste the *Matrix* into this section of the MOU. If included as an attachment, please note the page of the *Matrix* in your final document.

The Partner-Service Matrix is included as an attachment after page .

Co-Enrollment and Integrated Case Management

References: MOU/IFA Guidance Section 8(b)

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

Co-Enrollment Narrative

Referral Processes

References: MOU/IFA Guidance Section 8(c)

Provide a narrative of the referral processes and strategies among partners and the ways the system ensures effective referrals.

Data Sharing

Referral Narrative

Describe the different data systems being utilized; how information is shared to ensure relevant information is entered in AOSOS; how participant confidentiality is maintained; and additional data are shared with Operators to track progress of activities.

Service Integration

References: MOU/IFA Guidance Section 8(e); Local Plan, especially Partner-Service Matrix

Describe plans for service integration and for deepening relationships among partners, especially among partners in the business and employer community.

Service Integration Narrative

Section 9: Infrastructure Funding Agreement

Reference: MOU/IFA Guidance, Section 9

This IFA is entered into on [REDACTED]. This IFA will become effective as of the date of signing by the final signatory below and must terminate on [REDACTED], unless any of the reasons in the Termination section below apply.

Infrastructure Funding Agreement (IFA) Description

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

One Stop Operating Budget

Attach the completed One Stop Operating Budget developed with the Infrastructure Funding Agreement template, negotiated according to the process outlined in Section 10 and 10(d) of the MOU/IFA Guidance. Please note the pages of your One Stop Operating Budget in your final document.

The One Stop Operating Budget developed with the Infrastructure Funding Agreement template is included as an attachment on pages [REDACTED].

Cost Reconciliation and Allocation

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.

Describe plans and processes in place to reconcile budgeted and actual costs on an ongoing basis, as outlined in Section 9(b) of the MOU/IFA Guidance.

Cost Reconciliation and Allocation Narrative

Section 10: Process for Developing the MOU

All parties agree to the process for developing, modifying, and terminating the MOU (incorporating the IFA) outlined in this section.

References: MOU/IFA Guidance, Section 10

Complete Table C below, the Planning and Meeting Form, and a narrative of the process undertaken to identify and convene partners to complete the MOU and IFA.

Process Narrative

(If Necessary) Include the steps taken to attempt to reach consensus if the parties did not reach consensus on cost-sharing for the IFA and the state funding mechanism was triggered; and the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

Attempts to reach consensus narrative

TABLE C
MOU/IFA MEETING AND PLANNING FORM
PROGRAM YEAR 20

For technical assistance in completing this form, please contact WIOA Policy at wioapolicy@dol.nj.gov.

1. To ensure all required partners in the local area are aware of the submitted contents of this form, the form must be circulated to all required partners. Please indicate here the date by which the preliminary budget will be shared with all required partners: Click or tap to enter a date.

2. Please identify the lead negotiator for the MOU negotiations in your LWDA.
Enter name here
Enter email here
Enter phone number here
Enter organization name here

3. Please identify the impartial budget negotiator in your LWDA. Enter name here
Enter email here
Enter phone number here
Enter organization name here

4. Please identify the individual responsible for conducting periodic reconciliation of budgeted to actual costs in your LWDA.
Enter name here
Enter email here
Enter phone number here
Enter phone number here

5. Please identify the frequency at which reconciliation of budgeted to actual costs will occur in your local area (must occur at least semi-annually).
Click or tap here to enter text.

6. Using the fillable table below, please submit information about the meetings that developed the MOU and IFA. Please include:
 - a. Title of the meeting;
 - b. What was discussed;
 - c. Whether the meeting was in-person or remote; and
 - d. Date of the meeting.

PRIMARY ACTIVITY IN NEGOTIATIONS	DATE
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
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Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date

Please select this checkbox if there is a partner agency or individual new to the MOU negotiations process in your local area that would benefit from a WIOA orientation.

Steps in MOU/IFA Process

References: MOU/IFA Guidance Section 10

1. Notification of Partners

The WDB Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU, including the IFA, 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 LWDB Area 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 in accordance with the timeline provided by the state and NJDOL, 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.

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 LWDB Area 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.

Modification Process

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.

If the modification is minor, discussion can take place 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, the LWDB should make all Partners aware of the requirements concerning modification and renewal of the MOU (as outlined in TEG 16-16, RSA TAC 17-02, and OCTAE Program Memo 17-4). Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed.

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

Dispute Resolution

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.

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 11: General Provisions, Assurances, and Certifications

References: MOU/IFA Guidance, Section 11

This section includes the provisions and assurances to which the Parties agree. It ensures compliance with federal and state laws.

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:
 - Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section of the MOU,
 - Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
 - Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination.

Data Confidentiality

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:

(a) No qualified individual with a disability may be excluded from participation in, or be denied the benefits of a recipient's service, program, or activity or be subjected to discrimination by any recipient because a recipient's facilities are inaccessible or unusable by individuals with disabilities.

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

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

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

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

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: Summary of Attachments

The following items are attached and included as part of this MOU:

- Narrative description of each partner's services (Section 7)
- Partner-Service Matrix (Section 8)
- Infrastructure Funding Agreement and Operating Budget (Section 9)

Section 13: Authority and Signature

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

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

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

- The MOU
- The Operating Budget and Infrastructure Funding Agreement

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

- The MOU
- The Operating Budget and Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either on [insert date three years after effective date] or upon amendment, modification, or termination.

Signature: _____

Date: _____

Name and Title: _____

Agency Name: _____

Partner Programs Represented: _____

Agency Contact Information: _____