

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF ATLANTIC

AND THE CHIEF ELECTED OFFICAL

AND

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2022, by and between the ATLANTIC COUNTY, a body politic of the State of New Jersey, with offices at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 , here in after called "CEO." and the ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD, with its principal offices located at 2 South Main Street, Pleasantville, NJ 08401, hereinafter called "WDB."

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as the "Act" or "WIOA" , authorized the expenditure of federal funds for job training programs in locally designated Workforce Development Areas; and

WHEREAS, the Governor of the State of New Jersey has designated the County of Atlantic a WIOA Designated Area, pursuant to Section 106 (6)(2), and Section 107 of the Act and the New Jersey Administrative Code N.J.A. C. 12:42-4; and

WHEREAS, Section 121 of the Act requires the establishment of a One-Stop delivery system and agreements between the CEO and the appropriate WDB for the purposes of identifying the functions to be performed by both parties.

WHEREAS the governing bodies of Atlantic County by Resolution #175 adopted on April 23, 1996, established the WDB.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, it is agreed as follows:

1. PURPOSE AND NATURE OF AGREEMENT

The purpose of this AGREEMENT is to establish the respective roles, responsibility, financial and institutional commitment of each entity in the development and operation of a workforce delivery system pursuant to the provisions of Chapter I, section 121 (b) (I) (a) of the WIOA of 2014.

To bring the above vision to fruition, the parties agree to establish joint processes, procedures and to coordinate and deliver resources and services. This effort will enable the WDB to create an integrated, seamless, and comprehensive service delivery system that offers an array of adult Education, occupational education, work preparation activities, work-based learning and associated job placement and other workforce development and/or support services to both job seekers and the business community.

This Agreement, known as the Memorandum of Understanding (MOU) serves as a contract between the CEO and the WDB. The provisions and terms of this MOU detailed herein are subject to change as mandated by Federal and/or State regulation and/or policy or as negotiated by the WDB

Under the WIOA, the workforce development services delivered by the Atlantic County Office of Workforce Development are intended to be job seeker and employer focused, to help residents acquire resources to manage their secure meaningful and sustainable employment, and to provide employers with skilled talent to meet their staffing and production needs. Under the WIOA, the workforce development services delivered by the Atlantic County Office of Workforce Development are intended to help local business find skilled workers.

2. TERM OF AGREEMENT

This AGREEMENT shall become effective as of July 1, 2022, upon its execution. Execution of the contract shall be authorized by an appropriate action of the WDB, and the CEO pursuant to the law. The contract shall terminate on June 30, 2024, unless terminated or amended by mutual agreement of the parties or by operation of the law.

3. BOARD STRUCTURE

The WDB is composed of members as appointed by Atlantic County Board of Commissioners. The WDB shall be comprised as follows:

- A. The majority of the board will be representatives of businesses in the Local Workforce Development Area (LWDA) a minimum of two members must be representatives of small business as defined by the U.S. Small Business Administration. A business representative under this subsection must be either an owner, chief executive or operating officer of the business or those with optimum policy making or hiring authority as set forth in WIOA 107(b)(2)(A)(i))
- B. Not less than 20% of the board members must be representatives of the workforce and such representatives must include the following:
 - 1. Two or more representatives of labor organizations nominated by local labor federations;
 - 2. One or more representative of a joint labor/ management or union affiliated registered apprenticeship program. The person must be a training director or a member of a labor organization.
- C. The balance of the board membership must include the following:
 - 1. At least one eligible provider administering adult education and literacy activities under WIOA Title II;
 - 2. At least one representative from an institution of higher education providing workforce activities including community colleges
 - 3. At least one representative from the following governmental and economic and community development entities
 - a) Economic and community development entities;
 - b) the State Employment Service office serving the LWDA and;
 - c) a representative from programs carried out under title I of the Rehabilitation Act of 1973, other than section 112 or Part C

- a) **Board Appointment Process:** The initial term of office of each member shall be in accordance with the agreements of appointment duly adopted by the highest elected official of ATLANTIC COUNTY. All subsequent appointments to the Board shall be for a term of three (3) years. Upon expiration of the term of a member, said member shall be eligible for reappointment. All members shall be persons who have attained the age of eighteen (18) years. Definition of a voting member is a member appointed by the governing body. Any member who no longer continues to be a representative of a group or category that designates them from specific private and public sectors, from which he/she was originally selected , shall immediately resign.
- b) **The size of Board Membership maybe expanded or reduced for just cause following the determination of the County Executive coupled with an approved Resolution of the Atlantic County Board of Commissioners signifying there advice and consent to the County Executive's determination.**
- c) **Removal of Members:** Any one (I) member of the Board may be recommended for removal for cause by an affirmative vote of the Board. A majority of the Board may suspend such members pending a final determination that cause exists for removal. Members that miss three (3) consecutive regular board meetings, without notice, shall be notified in writing of their absences and asked to confirm their intention to continue as a member, in good standing. Subsequent attendance shall be reviewed by the Board with the possibility of removal. Recommendation for removal shall be forwarded to the appointing body.
- d) **The Organizational Committees:** Pursuant to the Act, the WDB will accomplish its planning and workforce policy objectives through a board and structure of mandated and functional committees. To ensure focus is generated and maintained for the policy making responsibilities of the Board the following committees have been created.
1. **Executive Committee:** The Executive Committee directs and coordinates work happening across the WDB's committee structure, and support decision-making between full-board meetings. Although not required, SETC and NJDOL recommend the creation of an Executive Committee, which consists of the WDB Chair and each Committee Chair, as well as the WDB Director.

The Executive Committee should:

- i. Discuss and develop strategies for cultivating strong relationships with key leaders in the community.
- ii. Review periodic monitoring and performance reports
- iii. Develop an annual budget for approval by the CEO and WDB.
- iv. Review and negotiate with the State on annual performance measures.
- v. Attend local and State meetings that support the work of the Board and enhance the leadership of the WDB.

2. Business Development Committee: This Committee seeks to bridge the gap between the small to mid-sized business community and the local workforce development system. Goals include: (1) Identify employment needs of the business community. (2) Match the right employees to the right employers. (3) Effectively communicate hiring incentives and recruitment services.

- Healthcare Workforce Sub Committee: This Committee plans, coordinates and implements strategies to address the labor shortage in health-care related occupational titles in the industry.

3. Disability Workforce Committee: The Disabilities Committee ensures that all services, including those at the comprehensive One Stop Career Center, and external training sites, are accessible to persons with disabilities and that outreach efforts effectively reach this population.

The Disabilities Committee should:

- i) Monitor service provision to individuals with disabilities and the accessibility of all services;
- ii) Provide feedback on new services, program designs and plans, and/or One Stop processes to ensure accessibility to individuals with disabilities;
- iii) Provide information, expertise, and assistance with operational or other issues relating to the provision of services to individuals with disabilities;
- iv) Support the development of appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities;

4. Literacy Workforce Committee: The Literacy Committee helps coordinate local literacy resources, engage community stakeholders around local needs and priorities, and create a system of literacy supports in the local area. The Literacy Committee provides strategic direction and works in collaboration with other programs and initiatives in the local community to develop a comprehensive system of supports for developing the basic literacy skills of local residents. This Committee must also be structured to meet Title II requirements that expect quarterly meetings.

The Literacy Committee should:

- i.) Identify local and regional literacy needs;
- ii) Identify how available literacy funds can support local and regional needs;
- iii) Build capacity to address literacy needs that serve as barriers to employment and advancement;
- iv) Ensure the integration of Title II and other literacy services into One Stop Career Center operations;
- v.) Provide fiscal and programmatic oversight of Title II and other literacy funding streams;
- vi) Develop standards and priorities for the professional development of providers and staff regarding literacy services and needs;

5. **Membership Committee:** The Committee recruits, accepts nominations and retains membership; develop procedures for nominations and appointments; and creates an orientation guide to provide ongoing professional development for new and existing members.
6. **One-Stop Oversight Committee:** The One Stop Oversight Committee oversees the One Stop system including monitoring performance, program enrollments, and service delivery. This committee helps to ensure that WDB plans and priorities are carried out as expected. This Committee must be comprised of Board members who do not represent providers of One Stop services such as private sector and labor organization members.

The One Stop Committee should:

- i) Review reports related to all One Stop Career Center Services- including performance reports and service delivery information.
- ii) Monitor the implementation of MOU and IFAs to ensure all partners contribute to operations and service delivery as expected.
- iii) Mediate disagreements among partners
- iv) Support the procurement of One Stop Career Service providers

7. **Youth Investment Council (YIC):** This Council is charged with developing a broad-based plan to address the education, employment and training needs of the youth population; specifically at risk, out of school youth.

The YIC should:

- a) Help to identify gaps in services and develop a strategy to use competitive selections or community partnerships to address the unmet needs of youth;
- b) Coordinate youth policy
- c) Ensure quality services
- d) Leverage financial and programmatic resources; and
- e) Recommend eligible youth service providers to the WDB.

- e) **Staff Organization:** The WDB will have an organization structure designated to fulfill its planning and workforce policy-making responsibilities pursuant to the Act.
- f) **Approval of the WDB Plan:** The Governing Body of ATLANTIC COUNTY shall review and approve the plan prepared by the WDB, including any amendments thereto which might be required from time to time.

- The WDB shall solicit the input and participation of the local business community regarding the provision of the program services. The WDB shall develop and maintain a process to secure public input and comment on the Plan and programs to be funded under the Act.
- The CEO shall be given an opportunity to review and comment on the Plan.

- The WDB shall, upon approval and signature of the WDB Chair and the CEO, be responsible for the submission of the Plan to the SETC.

4. ROLES AND RESPONSIBILITIES

[Chapter 1, section 121 (b) (I) (a) of the WIOA of 2014]

The CEO agrees to support the WDB vision for the workforce development system, which includes developing priorities and goals driven by the labor market to assist residents in securing meaningful and sustainable employment, while assisting businesses in identifying and addressing their staffing needs. The WDB will serve as a clearinghouse for all planning and labor market assessment and customer service needs, while acting as the conduit to ensure collaboration between the private and public sectors as a single entity for policy direction on workforce matters.

The WDB endeavors to develop a network of services to build a skilled workforce and support business growth in a fast paced, competitive and evolving market, while at the same time helping job seekers reach their employment potential and economic self-sufficiency.

A. CEO

- I. Actively participate in and cooperate with the WDB in the planning for and implementing of the Plan.
- II. Act as the grant recipient for Workforce Innovation and Opportunity Act, Work First New Jersey, and Literacy funds, if available and, in that capacity shall continue to have financial and programmatic oversight of the WIOA, WFNJ, and Literacy funded programs and programs administered by the WDB, including responsibility for budget approval.
- III. Maintain, or shall cause to be maintained, such accounting, auditing, management information and reporting systems as may be required to comply with the Act, and other applicable federal and state laws, rules, and regulations.
- IV. Have financial responsibility for its functions as the grant recipient and for any WIOA, WFNJ, and Literacy programmatic contracts it enters into with the WDB.
- V. Receive from the federal government, through the State of New Jersey; all WIOA, WFNJ, Literacy funding resources obligated and/ or allocated to the WIOA area, and shall make such resources available to the WDB.
- VI. As the grant recipient, be responsible for the submission of the appropriate State Draw Down Draft Forms and State Payment Vouchers for the WIOA funds.
Funds requested by WDB shall be through the submission of State Draw down

Draft Forms for all other funding sources to CEO and shall be based on the budgets as outlined in the plan or based on anticipated monthly cash flow. Funding requests shall specify what portion of the request is for each program by title.

- VII. Any changes from the plan in the amount of funding received shall be authorized by a Chapter 159 resolution of the Atlantic County Board of Commissioners rather than by amendment of this contract.
- VIII. Employ all necessary and appropriate staff for the WDB, in accordance with available funding, and shall provide such employees with the same conditions of employment and benefits as other County employees.
- IX. Authorize by resolution all MOU's entered into by the WDB, and, with the agreement of the WDB, for selecting the One Stop Coordinator, and for all One Stop partners.
- X. Agrees that all funds specifically designated by the Governor, the Commissioner of Labor or their designee, as being for the specific use of the WDB, including transition funds, be provided to the WDB consistent with the budget developed by the WDB.

B. WDB

The WDB is responsible for the planning, coordination and oversight of the workforce development system in Atlantic County. In addition, the WDB is responsible for the day-to-day management of programs listed in this MOU in partnership with the CEO. To that end, the WDB will:

- I. Establish and maintain management information and reporting systems, a financial accounting system, and a purchasing system acceptable to the CEO for operations and expenditures, subject to such approval as may be required by County, State or Federal law(s) and regulation(s).
- 2. Provide quarterly written reports in a form acceptable to the CEO, on levels of program services and expenditures, as well as other activities being conducted in furtherance of the approved Plan for the local area.
- 3. Manage a system to hear and resolve grievances which may be brought by program participants, service providers, vendors, and other interested parties, as required by the Act.
- 4. Ensure agency practices and policies are followed in the provision of services

under this Agreement.

5. Fund the operation of the workforce development system, where applicable and appropriate.
6. Coordinate the purchasing and procurement processes to fund programs and services, where applicable and appropriate.
7. Negotiate MOU's, comply with the WIOA language to procure a One Stop Operator through a competitive bid process and negotiate performance levels for the workforce development system with County, State and Federal agencies.
8. Ensure fiscal and programmatic compliance wherein the WDB is the sub-recipient and/or grantor agency. Procure audits of funds and program activities, work to resolve questions or irregularities identified through such audits. The WDB shall maintain adequate fiscal control and programmatic records with respect to the funding, including any records required by the CEO. The WDB shall make available to the CEO, and to the New Jersey State auditors, or their authorized representatives all relevant books, documents, papers, and records for the purpose of audits, examinations or other similar purposes. All of the records shall be retained for a period of three years after the close of the grant year. However, if prior to the expiration of said three years retention period, any audit or litigation has commenced, or a claim instituted involving the subject matter of this AGREEMENT, WDB shall retain said records for the additional three-year period after the resolution of said audit or litigation.
9. Identify workforce strategies that address the needs of the local business community.
10. Act as an advocate for the local workforce development system.
11. Monitor services to ensure compliance with policies and procedures related to County, State and Federal regulations.
12. Evaluate the workforce development system's effectiveness, efficiency, and performance.
13. Promote recognition of the workforce development system accomplishments.
14. Serve as a liaison between County, State and Federal workforce agencies.
15. Communicate County, State and Federal policy and procedural requirements that effect operations.

16. Work collaboratively with the partner agencies to ensure the system meets mandated standards related to performance and customer satisfaction.
17. In the event that adequate WIOA funding is available, the WDB reserves the right to utilize a portion of WIOA administrative funds to fulfill its responsibilities as the entity responsible for providing planning, oversight and policy guidance to the local workforce development system.

The Board shall maintain its statutory responsibilities under the ACT. Emphasis shall be on the coordination of all workforce readiness programs in the local area, including:

- a) Assessing the labor market to develop a local strategic plan optimizing County, State and Federal funds.
- b) Advocating for and identifying workforce readiness resources within the region.
- c) Addressing the concerns of traditionally marginalized populations, such as women, minorities, and ex-offenders by developing specific plans and activities to serve these populations.
- d) Act to influence both program management and resource allocation by analyzing local needs and opportunities and coordinating local, state and federal resources to achieve defined goals.
- e) Establish a marketing and development strategy to insure the local community is aware of the purpose and functions of the Board.

5. **PERFORMANCE REQUIREMENTS**

The WDB will negotiate performance measures with the New Jersey State Department of Labor and Workforce Development annually. Also annually, the CEO will receive notification of performance measures for the upcoming program year. The WDB will be expected to meet or exceed performance measures as dictated by County, State or Federal agencies related to funds, services, and programs

6. **EXPECTATIONS OF CONDUCT**

The WDB will be solely responsible for determining the means and methods for performing the services described in this MOU. The WDB agrees to perform the services with the standard of professional care, skill and diligence normally provided in performance of similar services.

7. **RECORD RETENTION OF PERSONALLY IDENTIFIABLE INFORMATION**

The United States Department of Labor and Employment and Training Administration

has provided requirements regarding the handling of personally identifiable information. This guidance provides the requirements in 20 CFR 683.220 of the WJOA and key provisions of TEGL 39-11 and is attached to the AGREEMENT. Referral of job seekers among partners of the Atlantic County Office of Workforce Development will be done in accordance with the 20 CFR 683.220 of the WIOA and TEGL 39-11.

8. **CUSTOMER SATISFACTION**

The WDB agrees to initiate and implement a customer satisfaction survey to ensure both job seekers and employers are satisfied with results and address concerns as they arise.

9. **RESOURCE SHARING/COST ALLOCATION**

It is expressly understood that this MOU constitutes a commitment of specific resources that will enhance the offering of services related to the workforce delivery system. The CEO agrees that the allocations of space, personnel, equipment, as well as any other resource deemed by WDB needed for the operation of the system are separate from the operation of the agency. CFR 678.760 states that MOU's must show how the costs of such services and the operating costs of the One Stop will be funded as per a "Resource Sharing Agreement" with partner agencies.

It is expressly understood that this MOU constitutes a commitment of specific resources that will enhance the offering of services related to the workforce delivery system. The CEO agrees that the allocations of space, personnel, equipment, as well as any other resource deemed by WDB needed for the operation of the system are separate from the operation of the agency. CFR 678.760 states that MOU's must show how the costs of such services and the operating costs of the One Stop will be funded as per a "Resource Sharing Agreement" with partner agencies.

10. **RECEIPT OF OTHER FUNDS**

This AGREEMENT does not preclude or limit the receipt by the WDB of other governmental or non-governmental funds, either directly or indirectly. Any funds received by the WDB shall be accounted for in the same manner as, and subject to the same financial procedures and controls as WJOA funds expended by the WDB.

11. **DISPUTE RESOLUTION PROCEDURES**

The CEO and the WDB agree to enter into good-faith negotiations. Any party may call a meeting of all parties to discuss and resolve disputes. In the event the dispute involves the potential termination of the AGREEMENT, the WDB is required to report to the State Board, Governor and relevant State agency when this negotiation has reached an impasse. The WDB and CEO must document the negotiations and efforts that have taken place. Impasses related to infrastructure costs and funding must be resolved using the State infrastructure cost funding mechanism described in 20 CFR 678.730. The WDB must report failure to execute an MOU with required CEO to the State Board, Governor, and the State agency responsible for funding programs as per 20 CFR 361.510.

12. **SEVERABILITY**

Any party may propose amendments to this AGREEMENT at any time. Any amendment to this AGREEMENT shall require the approval of each party hereto, and shall be in written form. This AGREEMENT constitutes the entire AGREEMENT between the parties and supersedes any prior verbal or written representations and any previously executed AGREEMENTS.

This AGREEMENT shall be governed and construed, and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. Any litigation brought by the parties arising out of this contract shall be brought only in the Superior Court and the parties hereby voluntarily submit to the jurisdiction of said court.

The failure to enforce any of the terms and conditions of this AGREEMENT by any of the parties hereto shall not be deemed a waiver of any other right or privilege under the AGREEMENT or waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this AGREEMENT, such waiver must be in writing and signed by the party making the waiver.

Should any provision to this AGREEMENT be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. This MOU supersedes any prior AGREEMENTS between the parties for similar programs.

The WDB Executive Committee shall make the recommendation to terminate, which shall be subject to final review and approval by the Atlantic County Board of Commissioners.

13. ASSURANCES AND CERTIFICATIONS

The parties to this AGREEMENT and respective staff assure that no person (applicants, claimants, participants of programs, or employees of partners or other signatories) shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief and, if receiving WIOA program benefits, citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title 1 - financially assisted program or activity (Section 121 or WIA and 29 CFR Part 37.20 - identifies civil rights laws).

Each member will assure that it will follow its affirmative action plan to assure nondiscrimination, written personnel policies, and grievance procedures for complaints and grievances from applicants, subcontractors, employers, employees, and other interested persons, all in accordance with applicable statutes and regulations.

The partnership will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous; staff employed or trained for inherently dangerous occupations shall be assigned to work in

accordance with reasonable safety practices as defined by Occupational Safety and Health Administration (OSHA) regulations.

Each member will assure that it will follow a Drug Free Workplace policy.

14. ONE STOP PARTNER LIST

[Chapter 1, section 121 (b) (1) (a) of the WIOA of 2014]

Partner Name	Category	Site Locations
1. Atlantic Cape Community College	Post-Secondary Educational and Vocational Programs	5100 Black Horse Pike, Mays Landing 1535 Bacharach Blvd., Atlantic City
2. Atlantic City Housing Authority	Department of Housing and Urban Development	212 N. Kentucky Ave., Atlantic City
3. Atlantic County Office of Workforce Development	Title I WIOA Public Assistance (To-Work) New Jersey Youth Corps	2 S. Main St., Pleasantville
4. Atlantic County Department of Family and Community Development	Public Assistance Title IV Second Chance Act 2007	1333 Atlantic Ave., Atlantic City
5. Atlantic County Institute of Technology	Title II WIOA Adult Education and Literacy Services	5080 Atlantic Ave., Mays Landing
6. NJ Council on Aging	Title V	2 South Main St. Pleasantville
7. NJ Department of Labor	Wagner Peyser Veteran Unemployment Compensation Native American	2 South Main St., Pleasantville
	Trade Adjustment NAFTA Transitional Adjustment	
8. NJ Division of Vocational Rehabilitation	Vocational Rehabilitation	2 South Main St., Pleasantville
9. O.C.E.A.N., Inc.	Community Block Grant	1021 S. Main Street, Pleasantville
10. Pathstone Corporation	Migrant and Seasonal Worker	1112 th St., Hammonton
11. Pleasantville Housing Authority	Department of Housing and Urban Development	156 North Main Street, Pleasantville

15. AUTHORITY AND SIGNATURES

ATTEST:

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD:

Francis F. Kuhn

Francis F. Kuhn, Executive Director
Atlantic County Workforce Development Board

Riaz Rajput

Riaz Rajput, Chair
Atlantic County Workforce Development Board

ATTEST:

COUNTY OF ATLANTIC

Sonya G. Harris for

Sonya G. Harris, Clerk
Board of Commissioners

Sonya G. Harris
Clerk to the Board of
County Commissioners

Dennis Levinson for

Dennis Levinson
County Executive

APPROVED AS TO FORM:

James F. Ferguson

James F. Ferguson
Atlantic County Counsel