

MEMORANDUM OF UNDERSTANDING

between

ATLANTIC/CAPE MAY COUNTY WORKFORCE INVESTMENT BOARD

and

ONE STOP SYSTEM PARTNERS OF ATLANTIC and CAPE MAY COUNTIES

Effective:

July 1, 2002-June 30, 2003

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2002 by and between the COUNTY OF ATLANTIC, a body politic of the State of New Jersey, with offices at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401, hereinafter called "Atlantic County", and the COUNTY OF CAPE MAY, a body politic of the State of New Jersey, with offices at the County Administration Building, 4 Moore Road, Cape May Court House, NJ 08210, hereinafter called "Cape May County" and the ATLANTIC/CAPE MAY WORKFORCE INVESTMENT BOARD, with its principal offices located at 750 Delilah Road, Pleasantville, NJ 08401, hereinafter called "WIB", and Experience Works, with its principal offices located at 2139 State Highway 33, Hamilton Square, NJ, a One-Stop Partner, hereinafter called "PARTNER".

WHEREAS, the Workforce Investment Act of 1998, U.S.C. § , P.L. 105-220, hereinafter referred to as the "Act" or "WIA", authorized the expenditure of federal funds for job training programs in locally designated Workforce Investment Areas, and

WHEREAS, the Governor of the State of New Jersey has designated the County of Atlantic and the County of Cape May as an WIA Area, pursuant to Section 666.305 the Act; and

WHEREAS, Section 116 of the Act requires an agreement between the One Stop System Partners, the WIB and the appropriate chief elected official (CEO's) of the County of Atlantic, and the County of Cape May for the purposes of identifying the functions to be performed by the WIB and the CEO's and the Partners.

WHEREAS, the governing bodies of Atlantic and Cape May Counties, Cape May by Resolution #330-96, and Atlantic by Resolution #175 adopted on April 23, 1996, established the WIB.

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

I. TERM OF CONTRACT

This Agreement shall become effective as of July 1, 2002, upon its execution. Execution of the contract shall be authorized by an appropriate action of each County, the WIB Board, and the Partner pursuant to law. The contract shall terminate on June 30, 2003 unless earlier terminated or amended by mutual agreement of the parties or by operation of law.

II. PURPOSE AND NATURE OF AGREEMENT

The Workforce Investment Act (WIA), of 1998 mandates that an agreement be developed and executed between the local Board (with the agreement of the chief elected official) and the

One Stop partners. The agreement describes the operation of the One Stop delivery system of the local area.

This agreement, known as the Memorandum of Understanding (MOU) serves as a contract between and among the various One Stop system partners hereafter referred to as "partner or partner entity" and the Workforce Investment Board hereafter referred to as WIB. 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 partners and WIB.

Under the WIA, the workforce development services delivered by the One-Stop partners are intended to be customer-focused, to help residents to find and use the tools, information and high quality services they need to manage their careers, and to help local businesses to find skilled workers.

III. **MISSION**

The One-Stop delivery system comprises partner entities (referred to as One-Stop partners) responsible for administering separate workforce development, educational, and other funding streams or human resource programs. The partners collaborate and share resources to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for system customers.

IV. **VALUES & VISION**

To develop a network of Atlantic/Cape May County services that builds a skilled work force to assist employers remain competitive and assists job seekers to reach their employment potential and economic self-sufficiency.

The values embraced are:

- integrated and streamlined services
- universal access
- customer satisfaction
- accountability to consumers and business
- flexible delivery
- informed customer choice
- responsible collaboration

V. **DEFINITION OF TERMS AND ACRONYMS**

See Attached

VI. MANDATED PARTNERS

PARTNER PROGRAMS	ENTITY REPRESENTATION	SITE LOCATION(S)
The entity that carries out the program and activities represents the One Stop partners.		
1. The One Stop System Operator	Atlantic Cape May Career Centers	750 Delilah Rd, EHT, NJ 1304 Route 47 South, Rio Grande
2. Programs under Title I of WIA, serving:	Atlantic Cape May Career Centers	“ “
3. Adults	Atlantic Cape May Career Centers	“ “
4. Dislocated workers	Atlantic Cape May Career Centers	“ “
5. Youth	Atlantic Cape May Career Centers	“ “
6. Job Corps	Atlantic Cape May Career Centers	“ “
7. Native American programs	Atlantic Cape May Career Centers	“ “
8. Migrant and seasonal farmworker programs	Atlantic Cape May Career Centers	“ “
9. Veterans' workforce programs	Workforce N.J One-Stop Career Center	1433 Bacharach Blvd., A.C., NJ 3810 New Jersey Ave, Wildwood, NJ State Highway 30 & Elvins Ave, Hammonton, NJ
10. Programs authorized under the Wagner-Peyser Act	Workforce N.J One-Stop Career Center	“ “
11. Adult education and literacy activities (authorized under Title II of WIA)	Atlantic Co. Vo-Tech School	5080 Atlantic Ave, Mays Landing NJ
	Cape May Co. Technical School District	188 Crest Haven Rd, Cape May, NJ
12. Vocational rehabilitation programs	NJ Division of Vocational Rehabilitation Services Workfirst NJ One-Stop Center	1125 Atlantic Ave, AC, NJ
13. Welfare-to-Work-programs	Atl. Co. Department of Family & Community Development	3810 New Jersey Ave, Wildwood, NJ
14. Senior service activities under Title V	Workforce N.J One-Stop Career Center Experience Works	1333 Atlantic Avenue, Atl. City, NJ 1433 Bacharach Blvd., Atlantic City, NJ
15. Post-secondary vocational	Atlantic Cape Community College	2139 State Highway 33, Hamilton Square, NJ
		5600 Black Horse Pike, Mays Landing, NJ

education activities		
16. Trade Adjustment Assistance	Workforce N.J One-Stop Career Center	1433 Bacharach Blvd., Atl. City, NJ 3810 New Jersey Ave, Wildwood, NJ State Highway 30 & Elvins Ave, Hammonton, NJ
17. NAFTA TransitionaAdjustment Assistance	Workforce N.J One-Stop Career Centers	“ “ “ “
18. Local veterans’ employment & disabled veterans	Workforce N.J one-Stop Career Center	1 So. New York Avenue, Suite 301 Atlantic City, NJ
19. Employment and training activities under the Community Services Block Grant	Atlantic Human Resources Inc.	212 N Kentucky Ave, Atlantic City, NJ
20. Employment and training activities carried out by the Department of Housing & Urban Development	Atlantic City Housing Authority	1433 Bacharach Blvd., Atlantic City, NJ 3810 New Jersey Ave, Wildwood, NJ State Highway 30 & Rio Grande, NJ
21. Programs authorized under state unemployment compensation laws (WIA Section 121(b)(1))	Workforce N.J one-Stop Career Center	1333 Atlantic Avenue, Atl City, NJ 3509 Route 9 South, Rio Grande, NJ
22. Temporary Assistance to Needy Families	Atl. Co., Department of Family & Community Development Cape May Co. Board of Social Services	

The term "entity" does not include the service providers that contract with or are subrecipients of the local administrative entity or of other partners.

VII. PARTNER RESPONSIBILTIES - GENERAL PROVISIONS (ALL)

Each partner must make available to customers the core services that are integral to the partner's programs, and participate in the operation of the One Stop system consistent with the terms of the MOU and the requirements of authorizing laws.

Additionally, partners must participate in the operation and evolution of the One Stop system by:

- a) Responding to lead OS Operator(s) responsible for administrative performance summaries and reports and lead management; and
- b) Participating in cross-training and other One-Stop staff capacity building activities to ensure that each partner's staff is trained in delivery of core services; and
- c) Sharing customer information in accordance with the guidelines and protocol established through the confidentiality consensus of partners; and
- d) Implementing collection of common registration and service data; and
- e) Employing common customer satisfaction monitoring activities as directed by WIB policy;
- f) Guaranteeing to reserve usage of any One-Stop technology purchases of hardware and software exclusively for One-Stop activities;
- g) Placing computer provided for job-search activities in area(s) accessible to all staff, customers and the public (as warranted); and
- h) Entities located within a One Stop Center shall provide a telephone line and the monthly connection at the entity's expense; and
- i) Entities located within a One Stop Center shall ensure that all items are insured at replacement value or value depreciation through the partner's office contents insurance policy, supplying all consumables, such as paper, toner and ink cartridges, and after the warranty period ends, providing maintenance of the computer as needed;
- j) Agreeing to share all employer job leads or positions that it has within two (2) days of receipt, with the WFNJ One-Stop Career Centers by electronically submitting the information;
- k) Endorsing the mission of the One Stop System (OSS); and
- l) Being a member of the OSS Management Structure Committee and attending all scheduled meetings;
- m) Involving the appropriate level of staff in all case conferencing meetings and

cross-training;

- n) Submitting Quarterly Level of Service Reports to the OSO.
- o) Agreeing to participate in computer-based communications systems (OSOS, One-Ease-E-Link, etc.);
- p) Entering all agency job openings in America's Job Bank or giving them to the WFNJ One-Stop Career Center so that all posted jobs are available to all One Stop customers.
- q) Committing themselves to the joint preparation of a document reflective of local, unified planning of the One-Stop workforce readiness system;
- r) Committing to a common identity and recognizing the affiliation with the OS Career System in all partner communications, signage, and public displays;
- s) Providing ongoing and continuing notification that "Equal Opportunity is the Law" and providing the same notice in the form of a flyer.
- t) Atlantic/Cape May County WIB will:
 - Create, the WIB One Stop Committee (OSC) and related ad hoc committees to insure that its plan, priorities and policies are followed;
 - Convene meetings of the OSC on a bi-monthly or as needed basis;
 - Facilitate the coordination of services on behalf of the One Stop users;
 - Forward systems issues and questions on policy to the OSC and Executive Committee of WIB

VIII. ASSURANCE AND CERTIFICATIONS

1. The parties to this agreement and respective staff assure that no person (applicants, claimants, participants of One Stop 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 WIA program benefits, citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 - financially assisted program or activity (Section 188 of WIA and 29 CFR Part 37.20 -identifies civil rights laws).

2. 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.

3. 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 OSHA regulations.

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

5. All press releases, brochures, flyers, print ads, posters, public service announcements, reports and newsletters related to services under this agreement shall recognize the One Stop System and shall be cleared by OSO, and the OSC Management Committee.

6. Resource Allocation: The allocations of space, personnel, equipment, as well as any other resource deemed by the OSO to be needed for the operation of the system as separate from the operation of the agency.

IX. SERVICES/PARTNER MATRIX

Services for:

Job Seekers

Core Services - Universal access shall be provided to all core services. Access to many of these services will be provided at all sites. At a minimum, the initiation of the process to obtain all core services will be available at all sites, including remote and auxiliary. Core services shall include, but not be limited to:

- Description of the One-Stop System and the participants partners
- Outreach and orientation to the system and services
- Description of programs and eligibility, including those for special populations
- Labor Market Information
- Registration for WIA services
- Information regarding eligibility and filing procedures for Unemployment Insurance, Food Stamps, TANF, GA
- Student financial assistance information, including, but not limited to Pell Grants, tuition waiver program, student loans
- Career Information
- Education and vocational training information, including delivery system performance reports
- Referral to supportive services

- Determination of eligibility for special services including, but not limited to, programs for veterans and persons with disabilities
- Public access to computers for technological links to system services and employment and training services and information
- Resume development assistance
- Job search skills information
- Initial assessment of needs and skills
- Basic computer literacy skills training
- Access to job listings, both computerized and other
- Self-employment entrepreneurial opportunities

Intensive Services - If utilization of core services is not sufficient to secure employment, further services will be available from the Partners. This level of service can include:

- Counseling, individual and/or group
- Assessment, including testing (e.g., aptitude, interest, basic skills, vocational skills, and literacy)
- Job Clubs
- Enhanced workshops
- Professional Services Group
- Case Management
- Advanced computer literacy training
- Individual employability planning
- One-on-one job development and referral
- Life skills workshops
- Customized job fairs

Training - If all of the above is not sufficient to secure employment, training may be determined to be suitable. Access to training (both occupational and/or academic) shall be provided by the OSO and can occur through:

- Individual training accounts
- WDP grants
- Tuition waiver programs
- On the Job Training
- Customized Training (including, but not limited to, upgrading)
- Basic skills/literacy programs
- HUD programs
- DVRS programs

- Work First programs, including AWEF, supported work, mentoring, OJT
- Carl Perkins secondary and post-secondary programs
- Youth programs, including WIA and Job Corps
- Non-traditional and minority programs
- Cooperative education arrangements

Employers - Through a coordinated effort, partners will provide the following Core and Intensive services and the OSO shall provide training services to employers.

Core

- Labor Market Information
- ADA and job accommodations
- Referral of suitable job candidates
- Posting of job orders
- Information regarding UI, DI, Wage & Hour, Child Labor, taxation, and registration
- Exposure of job listings
- Assistance accessing AJB & ATB
- Information and assistance regarding WOTC and other incentives

Intensive

- Specialized recruitments
- Testing and assessment of job candidates
- On-site recruitments
- Job analysis and development of job descriptions
- Seminars (e.g., business expansion, relocation, downsizing, hiring practices, share resources, staff career development)
- Basic computer instruction
- Prospective employee background checks
- Career planning for employees (i.e., continued education plan)

Training

- On the Job Training Contracts
- Customized Training
- Upgrading

X. ASSESSMENT

Definition:

Intake and objective assessment is the primary point of entry for customers seeking services at all Atlantic/Cape May County One-Stop sites.

Objectives Assessment means an examination of the employability preparedness, transferable skills, capabilities, needs, and vocational potential of a participant, and is to be used to develop an Individual Employment Plan (IEP) and employment goal. Such assessment is customer-centered and a diagnostic evaluation of a participant's employment barriers, taking into account the participant's family situation, work history, education, basic and occupational skills, interest and aptitudes.

Methods of Objective Assessment:

Each One-Stop Partner entity shall choose the most appropriate means to measure skills, abilities, attitudes, and interests of the participants.

Methods may include, but are not limited to, use of self-appraisal, inventories, structured interviews, and aptitude and basic skills tests.

Self-Appraisal:

To a large degree, maximum success in choosing a satisfying and lasting career will depend on how well a person makes a self-inventory by evaluating one's employability preparedness, skills, abilities, and interests. Therefore, a self-assessment inventory will be available for all participants at all Atlantic/Cape May County One-Stop sites.

Purpose of Assessment:

Objective assessment will enable a customer to discover job interests and become aware of how language, academic levels, and job skills will affect one's career direction. In addition, such assessment will identify the needs of a customer in overcoming any barriers to employment.

XI. METHODS OF REFERRAL

Referral of customers among partner agencies will be done through various methods until such time as all partners share a common data and communication system enabling automated referrals. Current referral methods include telephone, fax, e-mail, scanning, and mail. Referrals should include the basic client information common to all partner agencies as well as any pertinent confidential information accompanied by the Release of Information form. The basic information form can be used until automated sharing of data is available.

XII. CUSTOMER SATISFACTION

The Atlantic/Cape May County One-Stop Partnership is committed to continuous improvement guided in part by measurement of customer satisfaction with our performance. We serve two external customer groups: job seekers and the business community. Based on the State's promise that it will develop a system to manage administrative data that "SkillsNet" will

offer comprehensive information for performance management and vendor evaluation, the Atlantic/Cape May County One-Stop Partnership assumes responsibility for determining levels of customer satisfaction with local, on-site activities.

Partners agree to:

- Measure participation levels by recording numbers of customers entering and completing activities by site.
- Survey job seeker satisfaction by requesting completion of the Job Seeker Customer Satisfaction Survey upon an individual's completion of each level of service, i.e. core, intensive, and/or training by site.
- Survey employer satisfaction by requesting completion of the Employer Customer Satisfaction Survey after the hiring of a One-Stop referral or being provided with any other service.
- Maintain separate tallies of the results of surveys in each category; and to provide these data, and participation counts monthly to the OSO for compilation, analysis, and distribution among the partners.
- Review participation counts and survey results monthly, at the appropriate committee/task force/work group meeting for the purpose of determining measures necessary to effect improvement .
- Perform uniform follow-up

XIII. CONFLICT RESOLUTION

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Atlantic/Cape May WIB who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. Requests for formal dispute resolutions shall be made in writing to the WIB Chairperson within 15 days of initial occurrence. The Executive Committee shall attempt to mediate and resolve the dispute within 60 days of receipt. The Executive Committee's findings shall be summarized in writing.

Should the first level of formal resolution fail, the dispute shall be referred to the Chief Elected Official(s). The Executive Committee's written summary, along with all reference materials, shall be forward within 15 days to the CEO(s). The Chief Elected Official(s) shall attempt to mediate and resolve the dispute within 60 days of receipt. These findings will also be summarized in writing.

Should the second level of formal resolution efforts fail, the dispute and all reference materials shall be referred to the Department of Labor for a final decision.

XIV. MISCELLANEOUS

1. 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.

2. 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.

3. 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.

4. 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.

XV. PARTNER SPECIFIC PROVISIONS:

XVI. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the parties they represent to the terms of this MOU, and do so commit by signing below.

ATTEST: PARTNER

ATTEST: ATLANTIC CAPE MAY WORKFORCE
INVESTMENT BOARD:

WIB Executive Director

Steven Gillian, Chairperson-WIB

ATTEST: COUNTY OF CAPE MAY

Stephen O’Conner, Clerk
Board of Chosen Freeholders

Daniel Beyel, Director
Board of Chosen Freeholders

ATTEST: COUNTY OF ATLANTIC

Thomas R. Somers, Clerk
Board of Chosen Freeholders

Dennis Levinson
County Executive

APPROVED AS TO FORM:

Vincent LaManna, Jr.
Cape May County Counsel

William E. Nugent
Atlantic County Counsel