

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WORKFORCE ALLIANCE  
AND THE  
NEW HAVEN JOB CORPS**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.*

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the One-Stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the One-Stop/AJC operator and JOB CORPS for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

**I. Purpose of MOU**

The purpose of this MOU is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for assuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, enhancing access to program services that meet the workforce development needs of adults and lead to long-term employment outcomes.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

**II. Parties to the MOU**

This Memorandum of Understanding (MOU) is between the following Workforce Development Board:

- Workforce Alliance, 370 James Street Suite 401, New Haven, Connecticut 06513

(herein referred to as "WDB") and the New Haven Job Corps (herein referred to as "JOB CORPS" or "the Partner"), , New Haven, Connecticut (herein referred to as "the Parties").

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker; WIOA Title II – Adult Education and Literacy; and Carl D. Perkins Technical Education Act.

**III. Duration of Agreement**

This MOU is effective July 1, 2023 Pursuant to the aforementioned legislation, the MOU shall be reviewed not less than once every 3-year period. If there are no changes, the MOU shall automatically renew on July 1<sup>st</sup> of subsequent years.

**IV. Coordination Service Delivery Activities**

In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
- Promote direct access to services through real-time technology.
- Promote information sharing and coordination of activities to improve the performance of the One-Stop/AJC system in part through the use of data access agreements.
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

**V. Services available through the One-Stop/AJC System**

Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer focused comprehensive delivery system.
- Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed through the One-Stop/AJC system.
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness.
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the One-Stop/AJC system by the responsible party(ies) listed.

I. <b>Description of Services</b>	<b>Responsible Party</b>
Conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for adult education and/or career services.	WDB & JOB CORPS
Provide updated information to the Partner concerning new programs, initiatives, and grants.	WDB & JOB CORPS
Deliver services to applicants and eligible individuals based on the specific policies that govern each party.	WDB & JOB CORPS
Provide information and data, if available, with respect to this MOU.	WDB & JOB CORPS

Provide information from the directory of Partner-funded career training programs and services to AJC	WDB
Assess and refer AJC young adult job-seeker customers in need of services to the Partner.	WDB
Ensure that AJC staff coordinates with the Partner on services for individuals without a high school diploma or GED, who lack basic skills, or who have limited English proficiency, as appropriate.	WDB
Provide basic career services, including orientation, job search assistance, information on and referral to support services, labor market information, and employment related workshops.	WDB
Provide individualized career services to dislocated workers and low income individuals with barriers to employment, including comprehensive and specialized assessments, development of an individual employment plan, career counseling, short-term pre-vocational and workforce preparation activities, internships and work experiences.	WDB
Provide WIOA Title I-funded training services to eligible individuals, primarily through Individual Training Accounts.	WDB
Assist Partner with procurement of WIOA Title II services, including establishment of priorities in accordance with the local WIOA Plan.	WDB

**VI. Referral Arrangements**

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- Each party will have information and receive training about the services of all partner agencies within the One-Stop/AJC.
- Customers accessing services through the One-Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.

The Parties will ensure that staff makes appropriate referrals depending on each customer’s individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness. Detailed referral procedures will be described in the local/regional Addendum.

**VI. Cost Allocation and Resource Sharing Methodology**

JOB CORPS agrees to fund infrastructure costs based on the proportionate share of use by JOB CORPS and/or its contracted provider staff consistent with each program’s Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principals that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 3-15, and any other federal guidance pertaining to cost allocation and resource sharing. Infrastructure Costs and Allocation Methodology are Included as Attachment A.

## **VI. Confidentiality of Information**

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
- Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.

## **VII. Equal Opportunity and Access to Services**

The One-Stop/AJC system provides equal access to all job-seekers. The Parties agree:

- The partners in the One-Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services.
- The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One-Stop/AJC system.
- One-Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities.
- Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv).
- The Parties commit to comply with the Americans with Disability Act Amendment of 2008.
- The Parties commit to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

## **VIII. 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 full force and effect, until renegotiated or rewritten.

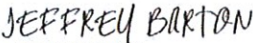
## **XI. Modification/Termination**

This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.

Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

**X. Signatures**

For the New Haven Job Corps:

<small>DocuSigned by:</small>  <small>1B28E82EAF545F</small>	1/16/2024
Jeffrey Barton, Sr. Vice President Education & Training Management & Training Corporation (MTC)	Date

<small>DocuSigned by:</small>  <small>1DBA3467C94A474</small>	1/16/2024
Deroll Barrett, Center Director New Haven Job Corps	Date

For the Workforce Development Board:

	2-27-24
William P. Villano, President/CEO	Date

<small>DocuSigned by:</small>  <small>535A5D9FF2E049D</small>	2/27/2024
Ed Dooling, Board Chair	Date

	4/15/24
Michael Freda, Chief Elected Official	Date

# ATTACHMENT A

## Workforce Alliance Infrastructure Cost Sharing Agreement

Name of Partner: Job Corps

Contact Person name, email: Deroll Barrett, Center Director, [Barrett.Deroll@jobcorps.org](mailto:Barrett.Deroll@jobcorps.org)

Renee Venturino [venturino.renee@jobcorps.org](mailto:venturino.renee@jobcorps.org)

Funding Source: WIOA-Job Corps

Description of Contribution: For the New Haven AJC-Job Corps will occupy one cubicle for 2 hours a week, 8 hours a month.

New Haven AJC:  $1.346 \text{ per hour} \times 8 \text{ hours/month} \times 9 \text{ months} = \$96.91$

Total Amount of Cost Sharing 7/1/2023-6/30/2024	\$96.91
---	---------

**MEMORANDUM OF AGREEMENT  
WORKFORCE ALLIANCE  
AND THE  
CONNECTICUT DEPARTMENT OF AGING AND DISABILITY  
SERVICES**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act, local workforce development boards (WDB), with the agreement of the chief elected officials, *shall develop and enter into a memorandum of understanding with their one-stop partners concerning the operation of the one-stop delivery system in Connecticut's five regional areas.*

Pursuant to the above, this Memorandum of Agreement (MOA) shall contain provisions describing the following:

- a. The services to be provided through the One stop/ American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such a system will be apportioned; and
- c. The methods of referral of individuals between the one-stop/AJC operator and the Connecticut Department of Aging and Disability Services (ADS) for appropriate services and activities.

This MOA will serve as a general framework of agreed-upon terms. Specific local/regional program operation, referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOA when applicable.

**I. Purpose of MOA**

The purpose of this MOA is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOA provides a foundation for assuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, enhancing access to program services and the long-term employment outcomes for individuals with disabilities so that those individuals may prepare for and engage in competitive integrated employment consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

**II. Parties to the MOA**

This Memorandum of Agreement (MOA) is between the Workforce Alliance (herein referred to as "WDB") and the Connecticut Department of Aging and Disability Services (herein referred to as "ADS" or "the Partner"), 55 Farmington Ave, Hartford, Connecticut (herein referred to as "the Parties").

The Parties to this MOA represent the following programs: WIOA Title I - Adult, Youth, Dislocated Worker; Jobs First Employment Services; WIOA Title IV - Amendments to the Rehabilitation Act of 1973 and the Older Americans Act Title V - the Senior Community Service Employment Program.

### **III. Duration of Agreement**

This MOA becomes effective on July 1, 2022. Pursuant to the aforementioned legislation, the MOA shall be reviewed not less than once every 3-year period. The MOA shall automatically renew on July 1<sup>st</sup> of subsequent years. Either Party may initiate a review at any time prior to the mandatory renewal date upon written notice to the other Party in order to negotiate financial arrangements and update the funding of service and operating costs of the one-stop delivery system, or other necessary updates. The Parties shall promptly engage in good-faith negotiations upon receipt of any notice requesting review of this MOA.

### **IV. Coordination of Service Delivery Activities**

In order to eliminate duplication of services, the Parties to this MOA agree to coordinate the delivery of services and activities to:

- Jointly promote the coordinated delivery of services through program integration when feasible and joint planning at the state and local level;
- Coordinate resources and programs to ensure a streamlined and efficient workforce development system;
- Promote direct access to services through real-time technology;
- Promote information sharing and coordination of activities to improve the performance of the One Stop/AJC system in part through the use of data access agreements; and
- Promote the development and implementation of a more unified system of measuring program performance and accountability.

### **V. Services available through the One-Stop/AJC System**

Parties agree to coordinate services in the implementation of a workforce development system that:

- Is committed to a customer-focused comprehensive delivery system;
- Ensures the needs of adults, youth, dislocated workers, and individuals with barriers to employment, including individuals with disabilities are addressed, including access to technology and materials, which are made available through the One-Stop/AJC system;
- Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness; and
- Develops collaborative relationships with the network of other agencies and partners in the local/regional area.

Access to the following services will be made available through the AJC/One Stop system by the responsible Parties listed. When ADS contracts with a provider to deliver services described in this MOA, ADS will direct the contractor(s) to comply with the applicable terms of the MOA for service delivery.

<b>Description of Services</b>	<b>Responsible Party</b>
Provide consultation, technical assistance, and support services to the One Stop service region including disability awareness, employer accommodations under the Americans with Disabilities Act (ADA) and guidance on the use of assistive technology that is available at the One Stop/AJC centers for individuals that require alternate modes of communication.	ADS
Assess and refer individuals with disabilities and older individuals to the One	



Stop/AJC center(s) for competitive integrated employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.	ADS
Serve as a resource for One Stop/AJC customers with disabilities requesting information and assist with referral and application for vocational rehabilitation services.	ADS
Provide guidance to the One Stop/AJC staff and customers on disability-related resources, agencies and activities that will help facilitate the transition to competitive employment.	ADS
Provide guidance to the One Stop/AJC staff and customers on aging services, agencies and activities, including resources for caregivers, that will help facilitate the transition to competitive employment.	ADS
Provide information sessions at the One Stop/AJC center(s) based on demand and resources in order to familiarize One Stop/AJC customers with ADS services.	ADS
Partner with the One Stop/AJC center(s) to provide career information and competitive integrated employment activities for youth with disabilities.	ADS
Ensure that the One Stop/AJC staff and contractors complete training provided by the Partner in order to ensure awareness and sensitivity related to serving individuals with disabilities.	WDB
Consult with Partner to improve access to services for individuals with disabilities, including youth with disabilities.	WDB
Ensure that One Stop/AJC staff coordinates services for individuals with disabilities and older individuals as appropriate, with Partner, including integration with employee resource teams.	WDB
Make Basic Career Services available to Partner referrals including the opportunity to participate in job-driven training and pursue high-quality employment outcomes. Such services shall include basic skills (i.e. reading and math), resume writing, technology literacy, customer service, problem solving and decision making, financial literacy, job seeking skills, and interpersonal and communication skills; some, or all of which, may be provided by local AJC partners.	WDB
Determine Adult eligibility and/or Dislocated Worker eligibility to receive assistance under Title I of WIOA.	WDB
Provide employment counseling to assist individuals gain a better understanding of the labor market and to realistically plan for an occupation.	ADS & WDB
Vocational testing shall be used to determine which individual skills or potentials can be developed by the appropriate training.	ADS & WDB
Make disability resources and information available to employers including information received from Partner's Employment Division.	WDB
Provide updated information to the Partner concerning new programs, initiatives, and grants.	WDB
Include Partner in outreach initiatives to under-served groups.	WDB
Determine eligibility for their respective programs.	WDB & ADS
Deliver services to applicants and eligible individuals based on the specific policies that govern each entity.	WDB & ADS
Provide information and data, if available, with respect to this MOA.	WDB & ADS

## **VI. Employment Related Workshops**

The Parties agree to work together to ensure the delivery of relevant employment-related workshops, eliminate unnecessary content duplication, increase efficiency and reduce any perceived confusion among customers. Each WDB local/regional area will determine which Party will be responsible for workshop delivery based on needs, location, and resources (human and fiscal).

## **VII. Referral Arrangements**

In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- Each Party will have information and receive training about the services of all partner agencies within the One Stop/AJC;
- Customers accessing services through the One Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs; and
- When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide an appropriate referral to the customer.

The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness.

## **VIII. Employer Services**

All employers in the applicable workforce development regional area will receive consistent, quality services through One Stop/AJC staff. Parties will work together to ensure coordination of employer services, recruitment activities, applicant screenings and marketing of job opportunities. Employers will be strongly encouraged to conduct recruitments at the One Stop/ AJC facilities.

Recruitment and other business services on behalf of employers, including small employers, under the Rehabilitation Act of 1973, as amended by WIOA and under a variety of State laws. These services shall include the following:

<b>RECRUITMENT AND OTHER BUSINESS SERVICES</b>	<b>Responsible Party</b>
Conduct Business needs assessments.	<b>WDB &amp; ADS</b>
Funding for employment and training programs contingent upon funding availability.	<b>WDB &amp; ADS</b>
Information on training programs.	<b>WDB &amp; ADS</b>
Coordinate marketing of apprenticeship training.	<b>WDB &amp; ADS</b>
Match customers to integrated employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice.	<b>WDB &amp; ADS</b>
Coordinate marketing of business and worker services offered under this title to area employers.	<b>WDB &amp; ADS</b>
Referral to employer hiring incentive programs.	<b>WDB &amp; ADS</b>

## **IX. Cost Allocation and Resource Sharing Methodology**

The Parties agree to negotiate infrastructure cost sharing based on the proportionate relative benefit and use by ADS and/or its contracted provider staff consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principles that require costs that are allowable, reasonable, necessary and allocable as outlined in TEGL 3-15, TEGL 17-16, and any other federal guidance pertaining to cost allocation and resource sharing. Under the terms of agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 45 days of the close of each calendar quarter. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice. No later than May 1, of each year, the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.

The Infrastructure Funding Agreement and cost sharing methodology are included as Attachments A and B. The Infrastructure Funding Agreement may be negotiated annually.

## **X. Confidentiality of Information**

To safeguard information, the Parties agree:

- Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information; and
- Access to program/customer-specific information is restricted only to authorized personnel and to agents of the Parties, with prior authorization of the data owner.

## **XI. Equal Opportunity and Access to Services**

The One Stop/AJC system provides equal access to all customers. The Parties agree:

- The partners in the One Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services;
- The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One Stop/AJC system.
- One Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities;
- Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv);
- The Parties commit to comply with the Americans with Disabilities Act of 1990, as amended; and
- The Parties commit to promoting capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

## **XII. Severability**

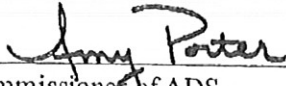
If any part of this MOA is found to be null and void, or is otherwise stricken, the rest of this MOA shall remain in full force and effect, until renegotiated or rewritten.

**XIII. Modification/Termination**

This MOA and addendums, if applicable, constitutes the entire agreement between the Parties hereto and will become effective upon its execution by all Parties. This MOA may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by all Parties. Either Party to this MOA may terminate participation in this MOA by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other Party.

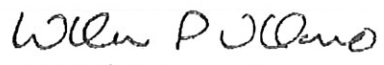
**XIV. Signatures**

For the Connecticut Department of Aging and Disability Services:

  
\_\_\_\_\_  
Commissioner of ADS

6/24/2022  
\_\_\_\_\_  
Date

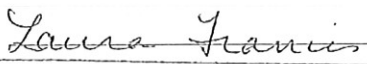
For the Workforce Development Board:

  
\_\_\_\_\_  
William P. Villano, President/CEO

7/1/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robin Golden, Board Chair

7/1/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Laura Francis, Chief Elected Official

7/1/2022  
\_\_\_\_\_  
Date

## Attachment A

### One-Stop Infrastructure Funding Agreement

The Connecticut Department of Aging and Disability Services and Workforce Alliance agree to the terms and conditions of the One-Stop Infrastructure Funding Agreement (IFA) set forth herein.

Whereas the parties have entered into a Memorandum of Agreement (MOA) to provide services as partners in the One-Stop American Job Center system, the parties hereby agree to share infrastructure costs for space located at 560 Ella Grasso Blvd., New Haven, CT (aka-New Haven), 87 West Main Street, 2<sup>nd</sup> Floor, Meriden, CT (aka-Meriden), and 37 Marne Street, Hamden, CT (aka-Hamden)

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this IFA shall be July 1, 2022 – June 30, 2023
2. The Partner's contribution is based on the per square footage costs by percentage of use of the area (cubicle or training room) that is occupied in the corresponding AJC. The infrastructure cost allocation base is per square footage in all 3 AJC's
3. As specified in federal law, the infrastructure costs budget (1) should not include personnel costs, as defined in 2 CFR 200.430 - 200.431 of the Uniform Guidance; and (2) should include costs that support the general operation of the one stop center (WIOA sec. 121(h)(4) and 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)) – e.g. rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94.
4. Partner staff will have reasonable access to shared AJC resources:
  - a. Internet access
  - b. Assistance with customer reception from front-desk staff
  - c. Access to a standard work-station- cubicle and chair

- d. Training rooms, reserved in accordance with operational protocol, coordinated with the One-Stop Operator
  - e. No-cost parking
5. Partner staff with a full -time presence, five days per week, may request installation of a locking, two-drawer file cabinet in a dedicated workstation, to be provided at additional cost.
  6. Partner occupancy will be limited to regular business hours; Partner staff will not have keys and will not be responsible for opening or closing of the AJC(s).
  7. Partner will limit its usage of the AJC facilities and resources to services and activities directly related to the AJC Partner program(s) identified in the MOA. Workforce Alliance or its One-Stop Operator may request that Partner provide justification demonstrating reasonableness of use or direct benefit to the identified Partner program.
  8. The financial consideration which is based upon the Initial One-Stop Infrastructure Budget is detailed in Attachment B.
  9. Once the contribution for each Partner with a physical presence in the New Haven AJC (or affiliate AJC's) is established, said Partner shall coordinate with the One-Stop Operator, in accordance with operational protocol, to establish an occupancy schedule.
  10. The cost allocation plan and Partner contributions are detailed in Attachment B.
  11. Under the terms of the agreed upon allocation methods, the Partner will be invoiced in arrears for allocable contributions based on actual costs. Invoices outlining costs will be generated within 45 days of the close of each calendar quarter.
  12. Payment of Partner contribution will be submitted within 45 days of the receipt of each quarterly invoice.
  13. No later than May 1 of each year the Budget and allocation base will be reviewed and projected Partner contributions for the subsequent Federal Performance Period will be distributed.
  14. The Infrastructure Funding Agreement (IFA) will be renewed for annual one-year periods, effective July 1, 2022. The renewal will incorporate the updated projected Partner contributions based on a review of the allocation base in accordance with the cost allocation plan. The renewal will be via amendment of this IFA, signed by all parties, and shall be effective upon the last signature of a party to the IFA. The MOA will be reviewed minimally every three years to ensure appropriate funding and delivery of services. Non-substantive

changes to the MOA, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOA.

15. This Agreement does not provide Partner with:
  - a. Access to the Workforce Alliance computer network or shared drives
  - b. Office supplies beyond reasonable use of the copier and fax machines
  - c. Postage or use of postage meter
  - d. Help desk support beyond ensuring that AJC equipment is functioning
  - e. Excessive and/or unreasonable utilization of the included shared AJC resources
16. Partner with a physical presence in the AJC will provide a Certificate of Insurance listing the 560 Ella T. Grasso Blvd., New Haven, CT 06519 as an Additional Insured and Certificate Holder, prior to occupancy in the AJC.
17. A budget and cost allocation plan for the additional costs of applicable career services, as defined at WIOA sec. 134 (c)(2), will be negotiated for inclusion in the IFA renewal.
18. Monitoring: The Parties to this MOA recognize that the local Board, 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 Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
  - Those laws, regulations, and policies are enforced properly,
  - Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
  - Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
  - Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
  - All MOA terms and conditions are fulfilled.

All Parties to this MOA should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

19. Consensus of Agreement and Modification(s).
  - (a) All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should

informal resolution efforts fail, or a Partner is unwilling to agree to a provision or modification, the process outlined in the Dispute Resolution section is to be followed.

- (b) The parties to this MOA/IFA recognize that when a Partner wishes to modify the MOA, the Partner must first provide written notification to all signatories of the existing MOA and outline the proposed modification(s). Upon notification, Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Board Chair (or designee) may 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 MOA that includes the Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, Board Chair (or designee) presents the agreement as a proposed modification to the MOA, and the remaining steps are followed.

## **20. Dispute Resolution**

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. If issues remain unresolved, such issues shall be referred to the Office of Workforce Competitiveness for assistance and resolution.

## **21. Additional obligations of the Parties:**

### **Non-Discrimination Requirements**

As recipients of federal financial assistance under WIOA, both parties to this agreement are subject to, and must comply with, WIOA's non-discrimination requirements which are stated in Section 188 of WIOA, 29 U.S.C. 3248, and in implementing federal regulations found at Title 29 of the Code of Federal Regulations ("C.F.R."), Part 38, Subpart A, 29 C.F.R. 38.1 *et seq.*

In addition to the WIOA non-discrimination statutes, the parties are also subject to the non-discrimination requirements of state statute that are administered by the Commission on Human Rights and Opportunities and apply to the provision of public services by state agencies and their contractors and associates.

In addition, the parties may be subject to additional non-discrimination and other requirements relating to confidentiality and privacy as a result of a variety of statutes and regulations, including the following:



- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- 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,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603),
- All amendments to each;
- All requirements imposed by the regulations issued pursuant to these acts.

Signatures for 2022-2023 IFA:

For the Connecticut Department of Aging and Disability Services:

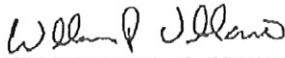


6/24/2022

Amy Porter, Commissioner of ADS

Date

For the Workforce Development Board:



William P. Villano, President and CEO

6/27/2022

Date



Board Chair

7/1/2022

Date



Elected Official

7/11/2022

Date

## Attachment B

### Infrastructure Methodology for New Haven and Meriden American Job Centers

	New Haven	Meriden
Total Infrastructure operating cost	\$605,305	\$158,294
Total Area	22206	5734
Shared spaces	35%	35%
Estimated operating space	14434	3727
Cost of operating a square foot per year	\$41.9361	\$42.4722
Cost of operating a square foot per day ( at 240 days per year)	\$0.1747	\$0.1770
Cost of operating a square foot per hour (at 8 hours per day)	\$0.0218	\$0.0221
Average Cubicle 8 and 1/2 x 7 and 1/4 (90"x75") square feet	61.625	61.625
Average cost of operating a cubicle per hour	\$1.346	\$1.363
Average cubicle cost per 8 hour day	\$10.7680	\$10.9056

## ATTACHMENT B.3

### Workforce Alliance Infrastructure Cost Sharing Agreement with VR

**Name of Partner:** Department of Aging and Disability Services. Includes Bureau of Rehabilitation Services (BRS), and Bureau of Education and Services for the Blind (BESB)

**Contact Person name, email:** David Doukas      David.doukas@ct.gov  
Kerri Fradette      Kerri.Fradette@ct.gov

**Funding Source:** Vocational Rehabilitation

**Description of Contribution: New Haven AJC:** BESB and BRS require sharing one cubicle, one 8-hour day per week, each occupying it 4 hours a day. Projected costs are calculated as follows:

**New Haven AJC:**      8 hours/week x 52 weeks = \$559.93

BESB-Annual Estimate: \$279.97

BRS- Annual Estimate: \$279.97

**Meriden AJC:** BRS will occupy one cubicle one day/8 hours per week. This results in a total of 32 hours per month. Projected costs are calculated as follows:

**Meriden AJC:**      8 hours/week x 52 weeks = \$567.09

BRS-Annual Estimate: \$567.09

**Total projected amount of ADS/VR Cost Sharing 7/1/2022-6/30/2022**      **\$847.06**

## Workforce Alliance Infrastructure Cost Sharing Agreement with SCSEP

Name of Partner: Department of Aging and Disability Services

Contact Person name, email: Jennifer Gorman [Jennifer.gorman@ct.gov](mailto:Jennifer.gorman@ct.gov)

Funding Source: SCSEP

Description of Contribution: ADS/SCSEP will occupy one cubicle 3 hours per week.  
Projected costs are calculated as follows:

Hamden AJC:  $3 \text{ hours/week} \times 52 \text{ weeks} = \$432.43$

**Total Amount of SCSEP Cost Sharing 7/1/2022-6/30/2023**

**\$432.43**

**Memorandum of Understanding Between  
Workforce Alliance and the  
Connecticut State Board of Education**

In accordance with Title I, Section 121 (c) of the Workforce Innovation and Opportunity Act the local board, with the agreement of the chief elected officials, shall develop and enter into a memorandum of understanding (between the local board and the one-stop partners) concerning the operation of the one-stop delivery system in five regional areas.

Statutory Authority: The CSBE is authorized to enter into this Memorandum of Understanding (MOU) pursuant to Sections 4-5 and 4-8 of the Connecticut General Statutes (C.G.S.). The Workforce Alliance is authorized to enter into this MOU pursuant to the Workforce Innovation and Opportunity Act, P.L. 113-128 (WIOA).

Pursuant to the above, this MOU shall contain provisions describing the following:

- a. The services to be provided through the One-Stop/American Job Center (AJC) delivery system, including the manner in which the services will be coordinated and delivered through such system;
- b. How the costs of such services and the operating costs of such system will be apportioned; and
- c. The methods of referral of individuals between the One-Stop/AJC operator and CSBE for appropriate services and activities.

This MOU will serve as a framework of agreed upon terms. Specific local/regional program operation, the referral processes and business service delivery may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

- I. **Purpose of MOU:** The purpose of this MOU is to articulate the roles and responsibilities of each Party in the creation of a seamless customer-focused service delivery network that integrates service delivery across programs, enhances access to services and improves long-term employment outcomes for individuals receiving assistance.

This MOU provides a foundation for ensuring alignment and coordination of policies and operations across programs, supporting a responsive service delivery system, and enhancing access to program services that meet the workforce development needs of adults and lead to long-term employment outcomes.

Programs and services will be coordinated and integrated where feasible by jointly serving common customers, supporting interagency in-service training and providing information and services that most directly meet the customer's needs.

- II. **Parties to the MOU:** This MOU is between Workforce Alliance, 560 Ella T. Grasso Boulevard, New Haven, Connecticut (herein referred to as the Workforce Development Board ("WDB") or "Contractor") and the CSBE on behalf of the Connecticut State Department of Education (herein referred to as "SDE," "Department," or "the Partner"),

450 Columbus Boulevard, Hartford, Connecticut (herein collectively referred to as “the Parties”).

The parties to this MOU represent the following programs: WIOA Title I – Adult, Youth, Dislocated Worker; WIOA Title II – Adult Education and Literacy; and Carl D. Perkins Technical Education Act.

- III. **Duration of Agreement:** This MOU is effective for the period July 1, 2022, through June 30, 2025. Pursuant to the aforementioned legislation, this MOU can be extended through the amendment process based on written approval of all partners. See Section XVII, Modification/Termination.
  
- IV. **Coordination Service Delivery Activities:** In order to eliminate duplication of services, the parties to this MOU agree to coordinate the delivery of services and activities to:
  - A. Jointly promote the coordinated delivery of services through program integration, when feasible and joint planning at the state and local level.
  - B. Coordinate resources and programs to ensure a streamlined and efficient workforce development system.
  - C. Promote direct access to services through real-time technology.
  - D. Promote information sharing and coordination of activities to improve the performance of the One-Stop/AJC system in part through the use of data access agreements.
  - E. Promote the development and implementation of a more unified system of measuring program performance and accountability.
  
- V. **Services Available through the One-Stop/AJC System:** Parties agree to coordinate services in the implementation of a workforce development system that:
  - A. Is committed to a customer-focused comprehensive delivery system;
  - B. Ensures the needs of adults, youth, and dislocated workers, and individuals with barriers to employment, including individuals with disabilities, are addressed through the One-Stop/AJC system;
  - C. Works towards aligning intake, case management and job placement services in an effort to maximize efficiencies and effectiveness;
  - D. Develops collaborative relationships with the network of other agencies and partners in the local/regional area; and
  - E. Access to the services provided pursuant to the MOU will be made available through the One-Stop/AJC system by the responsible party(ies) listed. When CSBE contracts with an education provider to deliver services described in this MOU, CSBE will direct the contractor(s) to comply with the applicable terms of the MOU for service delivery coordination.
  
- VI. **Responsibilities of the CSBE/SDE:** In collaboration with the WDB, the CSBE shall:
  - A. Through adult education providers, conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for adult education and/or career services;

- B. Provide updated information concerning new programs, initiatives, and grants;
- C. Deliver services to applicants and eligible individuals based on the specific policies that govern each party;
- D. Provide information and data, if available, with respect to this MOU;
- E. Provide Adult Education and Literacy services under WIOA Title II that:
  - 1. Assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
  - 2. Assist adults who are parents or family members to obtain the education and skills that (a) are necessary to becoming full partners in the educational development of their children; and (b) lead to sustainable improvements in the economic opportunities for their family;
  - 3. Assist adults in attaining a secondary school diploma and in the transition to postsecondary education and training, including through career pathways; and
  - 4. Assist immigrants and other individuals who are English language learners in
    - (a) improving their reading, writing, speaking, and comprehension skills in English; and their mathematics skills, and
    - (b) acquiring an understanding of the American system of government, individual freedom, and the responsibilities of citizenship.
- F. Make reasonable efforts to align the College and Career Pathways programs under the Carl D. Perkins Career and Technical Education Act with the occupational and industry demands described in the WDB's local WIOA Plan;
- G. Direct adult education providers to assess and refer adult education students in need of career services to the AJC center(s) for employment opportunities consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests and informed choice;
- H. Supply copies of the Connecticut Competency System (CCS) instruments and forms as needed, and provide new CCS Assessment Administration and Security Agreements for signature by the WDB Chief Executive;
- I. Provide performance and cost information data on local adult education programs funded by state and federal resources for access at and through the AJC system to assist customers in making appropriate educational decisions;
- J. Provide data on the number of customers attending Partner funded activities in the region. The data should include numbers enrolled, completing and attaining a high school diploma or its equivalent or post-secondary certificate or credential;
- K. Provide information necessary for the monitoring of AJC activities by the WDB including, but not limited to, its organizational chart, Equal Employment Opportunity and complaint procedures; and
- L. Provide an up-to-date directory of adult education and career training programs funded by the Partner under WIOA Title II and Carl D. Perkins Career and Technical Education Act to AJC partners and staff.

**VII. Responsibilities of the WDB:** In consultation with the CSBE, the WDB shall:

- A. Conduct initial assessment of skill levels, career interests, aptitudes, abilities and characteristics of AJC customers to determine their eligibility for adult education and/or career services;
- B. Provide updated information to the Partner concerning new programs, initiatives and grants;
- C. Deliver services to applicants and eligible individuals based on the specific policies that govern each party;
- D. Provide information and data, if available, with respect to this MOU.
- E. Provide information from the directory of Partner-funded adult education and career training programs and services to AJC customers;
- F. Assess and refer AJC job-seeker customers in need of adult education services to the Partner;
- G. Ensure that AJC staff coordinate with the Partner on services for individuals without a high school diploma or GED, who lack basic skills, or who have limited English proficiency, as appropriate;
- H. Provide basic career services, including orientation, job search assistance, information on and referral to support services, labor market information, and employment related workshops;
- I. Provide individualized career services to dislocated workers and low-income individuals with barriers to employment, including comprehensive and specialized assessments, development of an individual employment plan, career counseling, short-term pre-vocational and workforce preparation activities, internships and work experiences;
- J. Provide WIOA Title I-funded training services to eligible individuals, primarily through Individual Training Accounts; and
- K. Assist Partner with procurement of WIOA Title II services, including establishment of priorities in accordance with the local WIOA Plan.

VIII. **Referral Arrangements:** In order to provide seamless delivery of services to customers, the Parties agree to the following referral principles:

- A. Each party will have information and receive training about the services of all partner agencies within the One-Stop/AJC.
- B. Customers accessing services through the One-Stop/AJC will receive assistance in determining which of the partner agencies may have services the customer needs.
- C. When one of the partner agencies learns that a customer could benefit from the services of another of the partner agencies, that agency will provide to the customer a referral to the other agency.
- D. The Parties will ensure that staff makes appropriate referrals depending on each customer's individual needs, eligibility requirements, and other support services. Referrals will be made to partners/outside agencies based on intake and assessment and a determination of appropriateness. Detailed referral procedures will be described in the local/regional Addendum.

IX. **Cost Allocation and Resource Sharing Methodology:** CSBE agrees to fund infrastructure costs based on the proportionate share of use by CSBE and/or its contracted provider staff



consistent with each program's Federal authorizing statute(s) and agreements and other applicable legal requirements, including Federal cost principals that require costs that are allowable, reasonable, necessary and allocable as outlined in TEG 3-15, and any other federal guidance pertaining to cost allocation and resource sharing. Infrastructure Cost Agreement and Methodology are included as Attachment A.

- X. **Confidentiality of Information:** To safeguard information, the Parties agree:
- A. Their employees and agents are required to follow all applicable laws, regulations, policies and separate data sharing agreements, if applicable, as they apply to confidentiality of information with respect to any use or disclosure of program and/or customer specific information.
  - B. Access to program/customer specific information is restricted only to authorized personnel and to agents of the parties, with prior authorization of the data owner.
  - C. In all respects, the Parties shall comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this Agreement.
  - D. WDB and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - E. The WDB or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - 3. A process for reviewing policies and security measures at least annually;
    - 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
    - 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - F. The WDB and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which WDB or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the WDB shall,

within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the WDB at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The WDB's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- G. The WDB shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- H. Nothing in this Section shall supersede in any manner WDB's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the WDB as a Business Associate of the Department.
- I. The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:
  - 1. "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - 2. "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential

process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the WDB, the Department or State.

- XI. **Equal Opportunity and Access to Services:** The One-Stop/AJC system provides equal access to all job-seekers. The Parties agree:
- A. The partners in the One-Stop/AJC system are committed to, and will promote, non-discrimination, equal opportunity and equal access to services.
  - B. The Parties will implement grievance procedures to ensure enforcement of non-discrimination and equal opportunity provisions within the One-Stop/AJC system.
  - C. One-Stop/AJC system services, including materials, technology and facilities, will be accessible to individuals with barriers to employment, including individuals with disabilities.
  - D. Individuals with barriers to employment will be given priority for individualized services in accordance with WIOA Section 121(c)(2)(A)(iv).
  - E. The Parties commit to comply with the Americans with Disability Act Amendment of 2008.
  - F. The Parties commit to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.
- XII. **Sovereign Immunity:** The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- XIII. **Claims Against the State:** The WDB agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the WDB further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- XIV. **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 full force and effect, until renegotiated or rewritten.
- XV. **Monitoring:** The Parties to this MOU recognize that the local Board, 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 Federal awards are used for authorized purposes in compliance with law, regulations, and State policies:
- A. Those laws, regulations, and policies are enforced properly,

- B. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- C. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- D. Appropriate procedures and internal controls are maintained, especially regarding the protection of personally identifiable information (PII), and record retention policies are followed, and
- E. All MOU terms and conditions are fulfilled.

**XVI. Dispute Resolution:** The Parties agree to try to resolve policy or practice disputes at the lowest level, starting with site supervisor(s) and staff. If the Parties cannot resolve disputes at this level, they shall refer such disputes to the management staff of the respective staff employer and the operator for discussion and resolution. If disputes remain unresolved, they shall be referred to the Office of Workforce Competitiveness for assistance.

**XVII. Modification/Termination:**

- A. This MOU and addendums, if applicable, constitutes the entire agreement between the parties hereto and will become effective upon its execution by the Parties. This MOU may be modified, altered, revised, by mutual written consent of the Parties through a written amendment signed and dated by the Parties. Submission of a revised MOU does not necessarily require a modification to the local plan.
- B. Revisions to this Agreement's objectives, services, or plan must be approved in writing by the Parties. A formal amendment, in writing, shall not be effective until executed by all parties to the Agreement, and shall be required for extensions to the final date of the Agreement period and any other revision determined material by the Parties.
- C. Either party to this MOU may terminate participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent to terminate to the other party.

**XVIII. Additional Terms:** All Parties to this Agreement shall comply with the following:

- A. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- C. Section 504 of the Rehabilitation Act of 1973, as amended;
- D. The Americans with Disabilities Act of 1990 (Public Law 101-336);
- E. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- F. 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;
- G. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);

- H. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- I. The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance (UI) agency (20 CFR part 603);
- J. All amendments to each; and
- K. All requirements imposed by the regulations issued pursuant to these acts.

**XIX. Summary of the State Ethics Laws:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

**XX. Force Majeure:** Neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including but not limited to natural disasters, hurricanes, floods, earthquakes, severe weather, acts of war or terrorism, threats of terrorism, bomb threats, civil disorder, labor strikes or disruptions, fire, disease or pandemics, epidemics or outbreaks, power outages, gas leaks, curtailment of transportation preventing or delaying attendance by at least 25 percent of meeting participants, governmental rule, regulation or decree, and any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing events. The non-performing or delaying party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of the extent and probable duration of such delay or nonperformance.

**XXI. Iran Energy Investment Certification:**

- A. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

- B. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

**XXII. Nondiscrimination:**

- A. For purposes of this Section, the following terms are defined as follows:
1. "Commission" means the Commission on Human Rights and Opportunities;
  2. "Contract" and "contract" include any extension or modification of the Contract or contract;
  3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
  5. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  6. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  7. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
  8. "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  9. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and

- (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
10. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
11. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- B. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the

Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- C. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- D. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- E. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- F. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- G. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each



provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

- H. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- I. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: the following box:

**XXIII. Contact Information:**

- A. The CSBE agrees to provide all notices to the WDB under this Agreement to:

William P. Villano, President and CEO

Workforce Alliance

560 Ella Grasso Boulevard

New Haven, CT 06519

Phone: 203-867-4030

E-mail: [wvillano@workforcealliance.biz](mailto:wvillano@workforcealliance.biz)

- B. The WDB agrees to provide all notices to the CSBE under this Agreement to:

Susan Kocaba – Associate Education Consultant

Connecticut State Department of Education

450 Columbus Boulevard, Suite 508

PROPOSAL ABSTRACT FY 2022-2023

Priority Area:	<i>American Job Centers Support</i>
Title of Project:	<i>American Job Centers</i>
Project Director:	William P. Villano, President and CEO
Applicant Organization:	Workforce Alliance
Total Project Funds Requested for FY 2022-2023	\$ 15,187

**OBJECTIVES:**

To support One Stop operations that are eligible for adult education funding under Title II of WIOA.

**PROJECT DESIGN:**

The project focuses on the utilization of partner agency resources to support "infrastructure" of the One Stop in order to provide comprehensive services in a coordinated approach to individuals accessing American Job Centers.

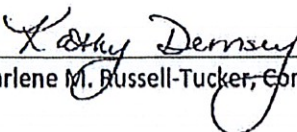
### Infrastructure Methodology for New Haven and Meriden American Job Centers

	New Haven	Meriden
Total Infrastructure operating cost	\$605,305	\$158,294
Total Area	22206	5734
Shared spaces	35%	35%
Estimated operating space	14434	3727
Cost of operating a square foot per year	\$41.9361	\$42.4722
Cost of operating a square foot per day ( at 240 days per year)	\$0.1747	\$0.1770
Cost of operating a square foot per hour (at 8 hours per day)	\$0.0218	\$0.0221
Average Cubicle 8 and 1/2 x 7 and 1/4 (90"x75") square feet	61.625	61.625
Average cost of operating a cubicle per hour	\$1.346	\$1.363
Average cubicle cost per 8 hour day	\$10.7680	\$10.9056

Hartford, CT 06103  
Tel: 860-807-2073  
E-mail: [Susan.Kocaba@ct.gov](mailto:Susan.Kocaba@ct.gov)

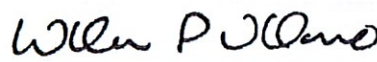
XXIV. Signatures

For the Connecticut State Board of Education:

  
\_\_\_\_\_  
Kelly Demsey, Chief Financial Officer  
For Charlene M. Russell-Tucker, Commissioner of Education

\_\_\_\_\_  
Nov. 1, 2022  
Date

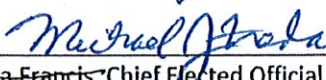
For the Workforce Development Board:

  
\_\_\_\_\_  
William P. Villano, President and CEO

\_\_\_\_\_  
11/21/22  
Date

  
\_\_\_\_\_  
Robin Golden, Board Chair  
Ed Dooling

\_\_\_\_\_  
12/8/2022  
Date

  
\_\_\_\_\_  
Laura Francis, Chief Elected Official  
Mike Freda

\_\_\_\_\_  
12/22/22  
Date