

## Attachment A: WIOA-MOU-IFA

### Memorandum of Understanding and Infrastructure Funding Agreement for Workforce Innovation and Opportunity Act (WIOA)

<b>Local Workforce Development Area:</b>	<b>Cumberlands</b>
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#### Kentucky Career Center Operations

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of each Partner as mutually agreed by the parties for the operation of the Kentucky Career Center (KCC) service delivery system in the Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area (LWDA): Cumberlands as required under WIOA.

WHEREAS, WIOA Section 121(c) requires that each Local Workforce Development Board (LWDB), with the agreement of the Area's Chief Local Elected Official (CLEO), develop and enter into a Memorandum of Understanding (between the local board and the one-stop partners), with all the entities that serve as partners in the KCC delivery system that operates in each LWDB's local area. The process ensures that all parties are fully informed and prepared for their roles and responsibilities.

WHEREAS, WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into a Memorandum of Understanding with the LWDB in the respective area pursuant to WIOA Section 121(c);

WHEREAS, WIOA Section 121(b) (1) identifies the federal programs and requires each program's services and activities to be available through each local area's KCC delivery system. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the LWDA are required partners under WIOA Section 121(b)(1) and

WHEREAS, Per WIOA Section 121(a) (1) both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in an LWDA's KCC delivery system as KCC partners(s), whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal rules, state rules, local rules, and plans and policies as appropriate and authorized under the Partner's program and in keeping with federal guidelines;

Parties to the Agreement: Attachment A details all parties to the agreement.

## Definitions

- A. **Administrative Entity:** Entity(ies) designated by the CLEO to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and by all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- B. **Chief Local Elected Official (CLEO):** Identified in WIOA Section 3(9) as the chief local elected officer of a unit of general local government in a regional area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B).
- C. **Career Services:** The services that shall be available, at a minimum, to individuals who are adults or dislocated workers through the KCC delivery system in each local area. The career services that must be provided as part of the KCC delivery system are listed in WIOA Section 134(c) (2).
- D. **Cost Allocation:** Per 66 CFR 29638-29646, cost allocation is the measurement of actual costs about the benefit received to determine each Partner's fair share of KCC operating costs.
- E. **Fair Share:** The portion of KCC operating costs allocated to each Partner in proportion to the benefits the Partner receives from participation in the KCC system.
- F. **Fiscal Agent:** An entity appointed by a local area's CLEO by WIOA Section 107 (d) (12) (B) (i)(II) & (III)) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d) (12) (B) (i) (II) provides that the designation of a fiscal agent does not relieve the CLEO from their liability for any misuse of grant funds.
- G. **Infrastructure Costs:** Non-personnel costs (i.e. Rent, computers, phones, etc.) that are necessary for the general operation of the physical KCC, including:
- Rental/lease costs of facilities.
  - Costs of utilities and maintenance.
  - Equipment (including assessment-related products and assistive technology for individuals with disabilities).
- H. **Infrastructure Funding Agreement (IFA):** The LWDB needs one-stop partners to sign a WIOA IFA. This agreement describes how the American Job Center Network will fund common infrastructure. It requires partners to contribute infrastructure expenses according to one-stop center use and benefits—an agreement dividing local one-stop delivery system infrastructure, staff, and other costs among the relevant partners.
- I. **Governor's Kentucky Workforce Investment Board (KWIB):** Established by the Kentucky Governor under Executive Order 2009-438, dated May 12, 2009, to assist the Governor in creating an integrated statewide strategic plan for workforce development, which will link workforce policies, education, and training programs, and funding streams with the economic needs of Kentucky and its regions and in complying with the provisions and requirements of WIOA Section 101.
- J. **In-Kind Contributions:** 66 CFR. 29638-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the KCC by partner programs such as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options to provide a stable and equitable funding stream for ongoing KCC delivery system operations. WIOA 121(c) (2) (A)(ii)(I).

- K. **Local Area:** A local workforce development area designated by the Governor under WIOA Section 106(c)(3)(A) and WIOA Section 107(c)(4)(B)(i)
- L. **Local Workforce Development Board (LWDB):** According to WIOA Section 107, the board created by the CLEO is responsible for developing the regional plan and overseeing the workforce development activities in the local area.
- M. **Additional Partner:** Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, the LWDB and the CLEO approve that, may be included as a KCC partner in a local area.
- N. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(A)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every 3 years to ensure appropriate funding and delivery of services.
- O. **Kentucky Career Center One-Stop Delivery System:** The KCC delivery system is essentially a collaborative effort among public service agencies, non-profit organizations, and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- P. **Kentucky Career Center One-Stop Operator:** An entity or consortium of entities designated by WIOA Section 121(d) to operate a KCC site and to perform KCC service delivery activities by all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- Q. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under that Section to participate in the KCC delivery system and to make the career services under its program or activity available through the KCC system.
- R. **Resource Sharing:** Per 66 Fed. Reg. 29638-29640, Resource Sharing is the cash and/or resources each Partner will contribute to fund its fair share of the costs for operating the KCC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CLEO, and KCC partners may fund the infrastructure costs of KCCs through methods agreed on by the LWDB, CLEO, and KCC partners through Resource Sharing.
- S. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 134(c) (3). Per WIOA Section 134(c)(3)(D), these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education, and literacy activities in combination with a training program, or customized training.
- T. **WIOA:** The Workforce Innovation and Opportunity (WIOA) Act amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in and alignment and improvement of employment, training, and education programs to promote individual and national economic growth, and for other purposes.
- U. **WIOA Local Plan:** This Memorandum of Understanding (MOU) serves as a formal agreement between the Local Workforce Development Boards (LWDBs) and partner organizations involved in the Kentucky Career Center (KCC) system. It outlines the responsibilities and agreements between partners in the KCC service delivery system, as mandated by the Workforce Innovation and Opportunity Act (WIOA). Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB in partnership with the chief local elected official and submitted to the Governor. The plan

shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan. In partnership with the chief local elected official, the local board shall prepare and submit modifications to the local plan to reflect changes in the labor market and economic conditions or other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the KCC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.

- V. **WIOA State Plan:** The term "State plan," used without further description, means a unified State plan under WIOA Section 102 or a combined State plan under WIOA Section 103.

## Article I: Kentucky Career Center System Description

### A. Overview & General Description

1. All LWDBs are required to establish and operate local KCC service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas.
2. WIOA Section 134(c) outlines the services and activities that must be provided through the KCC delivery system. The LWDBs, entrusted with the oversight of the KCC delivery system in each local area by WIOA Section 107(d), are responsible for describing the system's activities and functions in the Local WIOA Plan, a testament to their trustworthiness and responsibility.
3. A list of the LWDA's KCC locations is detailed in Attachment B.

### B. Administrative Structure

Administrative Structure is defined in Attachment C.

### C. Workflow

A diagram that depicts the KCC customer workflow is included in Attachment D.

## Article II: Agreement Period

- A. This MOU, effective from July 1, 2025 through June 30, 2028, reaffirms our commitment to maintaining appropriate funding and service delivery. This period will be used to review and ensure the continued effectiveness of our operations.

## Article III: Partner Responsibilities

- A. WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all partners will assume the duties identified below unless inconsistent with the federal law and regulations that authorize the partner program or as specified in this Article.
  1. Make career services provided under the partner's program available to individuals through the LWDA's KCC delivery system by Article IV of this MOU.
  2. Participate in infrastructure cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner's program to the extent not inconsistent with the federal law that authorizes each partner program to:
    - a. Create and maintain the KCC delivery system; and
    - b. Provide career services per WIOA Section 134(c)(2).

3. Comply with the terms of this MOU throughout the agreement period identified in Article II to participate as a KCC partner per WIOA Section 121(c).
4. Participate in the operation of the KCC system by the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
5. Required partners must provide representation on the LWDA's LWDB per WIOA Section 121(b)(1)(v). Additional partners may participate in the LWDA's LWDB with the agreement of the LWDA's LWDB members and CLEO. However, when a program is administered by more than one entity in the LWDA, not every entity needs to provide representation on the LWDB. One entity may provide representation on the LWDB for the program.

B. In addition to the minimum responsibilities required under WIOA as identified in Section A of Article III herein, partner responsibilities include:

1. Provide service priority to veterans and covered spouses for any qualified job training program under the Jobs for Veterans Act as prescribed in 38 USC 4215.
2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies, and plans applicable to parties in their respective roles under this MOU and consistent with each partner's program regulations. Each partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. LWDB will communicate any changes a partner reports to the KCC operators and other affected partners.
3. Each partner must ensure its staff members who work in the KCC comply with the KCC's policies and procedures. Should a conflict exist between the KCC's personnel policies and a partner's personnel policies, the partner's policies will prevail.
4. Each partner must agree to the use of standard practices and procedures, forms and documents, software systems or applications, and other forms of media in the performance of KCC services, activities, and functions that support the KCC service delivery system.

#### **Article IV: Programs, Services, & Activities**

- A. WIOA Section 121(b)(1)(B) identifies the programs, services, and related activities that must be provided through the KCC delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the LWDA's KCC service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career, training, and employer services each partner will provide to ensure that all parties' responsibilities are identified herein. See Attachment L.
- B. The Kentucky Career Center Services document, incorporated here to as Attachment K, lists and describes the career, training, and employer services and the array of service delivery methods.
- C. Required Partner Services are detailed in Attachment E.
- D. Additional Partner Services are detailed in Attachment F.

## Article V: Method of Referral

Under WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the KCC Operator(s) and the partners for the services and activities described in Article IV herein will be performed using the methods detailed in Attachment G.

## Article VI: Resource Sharing/Infrastructure Funding

### A. Kentucky Career Center Resource Sharing/Infrastructure Requirements:

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the KCC service delivery system be described in this MOU.
2. The methods described herein must be allowable under each partner's respective program and all applicable federal and state rules, including the Office of Management and Budget (OMB) Circulars applicable to each partner's type of organization. The MOU must identify:
  - a. The shared KCC costs.
  - b. The method(s) will determine each party's proportionate "fair" share of those costs, ensuring a fair and equitable distribution of financial responsibilities.
  - c. The method(s) that will be used to allocate each party's fair share of costs across the cost categories.
  - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

### B. Kentucky Career Center Operating Costs:

1. The shared KCC operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs are identified in the Kentucky Career Center Budget Planning and Reconciliation Document, at this moment incorporated as Guidance Attachment B Budget Planning-Sample Excel Workbook for WIOA\_ MOU\_IFA herein. The methodologies that will be used to determine each party's fair share of KCC operating costs and to allocate each party's fair share are as follows:
  - a. Identification of Shared Costs;
  - b. Shared Costs Budget;
  - c. Proportionate Share and Cost Allocation;
  - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment, and other resources; and
  - e. Resource Sharing Agreements.

**C. Program Costs/Services:**

1. Costs allowable under and allocable to more than one partner program may be considered shared costs allocated among the eligible partner programs, provided that the partner programs' governing statutes do not prohibit such action. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.
2. All parties expressly agree to determine if a particular cost is chargeable to more than one partner program and to address expenses found to be chargeable to more than one partner by the following:
  - a. Methodology to Determine Shared Service Costs: Attachment H herein; and
  - b. Treatment of Costs Chargeable to More than One Partner Program: Attachment I herein.

**D. Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in the KCC Budget Planning and Reconciliation Document included as Guidance Attachment B Budget Planning- Sample Excel Workbook for WIOA\_ MOU\_IFA will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR Section 97.20(b)(4) requires a comparison of actual costs to budgeted costs. LWDBs agree to meet quarterly to reconcile actual costs incurred and adjust the budget accordingly by local written procedures and submit the actual expenditures to all partners quarterly.
2. Updates to the KCC Budget Planning and Reconciliation Document will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. Authorized representatives of LWDB, the CLEO, and all affected partners will sign an amendment for this purpose. Once the amendment is fully executed, LWDB will ensure all partners receive a copy of the revised budget.
3. Any time the KCC Budget Planning and Reconciliation Document is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified KCC Budget Planning and Reconciliation Document. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

**Article VII: Termination/Separation**

**A. MOU Termination:** This MOU will remain in effect until the end date specified in Article II Section A herein unless:

1. All parties mutually agree in writing to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that KCC operations cannot continue as specified herein and a new MOU must be negotiated.
3. The WIOA provisions that require this MOU and IFA are repealed, and the successive statute does not require this type of MOU and IFA. (This is subject to review pending WIOA Reauthorization)
4. Local area designations are changed.

- B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and amend this MOU per Article VIII. Terminating one or more partner's participation as a party will not result in the termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU. Substantial changes include but are not limited to changes in one-stop partners and changes due to the election of a new CLEO.
  
- C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the KCC system and will not be permitted to serve on the LWDB as a KCC partner representative.
  
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the LWDA and no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. A formal amendment to this MOU per Article VIII will be required in such an event. The entity may continue as an additional partner if the LWDB, CLEO, and the remaining partners mutually agree.

#### **Article VIII: Amendment**

- A. This MOU may be amended in writing, upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:
  - 1. The addition or removal of a partner from this MOU.
  - 2. Removal or addition of program responsibilities for any partner that administers more than one federal program.
  - 3. An extension of the effective ending date per Article II.
  - 4. A change in the KCC Operator or Fiscal Agent or a change in the physical location of a KCC.
  - 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
  - 6. WIOA provisions that require this MOU and IFA have been repealed or amended to the extent that an Amended MOU and IFA are necessary to comply with the successive statute or amended statute.
  
- B. All parties agree that amendments for the reasons listed in Article VIII, Section A(1) or (2) need only be signed by authorized representatives of the LWDB, the CLEO, and the affected Partner (s). Amendments for the reasons listed in Article VIII, Section A(3), (4), (5), or (6) or for any changes that will affect the responsibilities of all parties require the signatures of all parties. All amendments will involve the following process:
  - 1. The party seeking an amendment will submit a written request to the LWDB that includes:
    - a. The requesting party's name;
    - b. The reason(s) for the amendment request;

- c. Each Article and Section of this MOU that will require revision;
  - d. The proposed amended language or redaction;
  - e. The desired date for the amendment to be effective; and
  - f. The signature of the requesting party's authorized representative.
2. If the request is approved, the LWDB will notify the remaining parties of the intent to amend and will give each party thirty (30) days from the date of the notice (unless another time frame is specified in the notice) to review the anticipated changes and submit a response to LWDB. Failure by a party to respond within the prescribed time frame will be deemed the party's approval of the proposed changes.
  3. If a remaining party has questions and/or concerns regarding the proposed amendment, it must list them in writing and submit the list to LWDB within the specified timeframe.
  4. LWDB will review the listed questions/concerns and issue a written response to the party that submitted the list within fifteen (15) days of receipt. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties. They may meet with all parties to discuss the proposed changes and achieve consensus on a final amendment draft.
  5. Authorized representatives of the affected partners will sign the final, approved amendment draft, which will be submitted to LWDB for the final signature.
  6. Upon execution, LWDB will distribute copies of the fully executed amendment to all parties and the Department of Workforce Development (DWD) as the MOU oversight agency.
- C. The MOU constitutes the agreement among the parties to each party's role and responsibility in the LWDA's KCC service delivery system. All parties agree that any amendments to applicable laws or regulations cited herein will result in a correlating modification of this MOU without requiring a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes. They also agree to ensure that their respective staff members reference or utilize the most current version of the MOU and attachments when performing their responsibilities under this MOU.
- E. Amendments that will require the signatures of all parties must be executed no later than ninety (90) days before the end of the MOU period. Amendments that require only the signatures of the LWDB, the CEO, and the affected parties must be executed no later than forty-five (45) days from the end of the State Fiscal Year.

### **Article IX: Confidentiality**

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information, including, but not limited to:
1. 29 USC 2935(a)(4)-as amended by WIOA: Reports, Recordkeeping, Investigation;
  2. 29 USC 2871(f)(3)-as amended by WIOA: Regarding complying with confidentiality;

3. 20 CFR Part 603: Safeguards and security requirements regarding disclosed information under Unemployment Compensation;
  4. 42 USC 503(d): Regarding state laws governing UI operations;
  5. 20 CFR 617.57(b): Regarding disclosure of information under the Trade Act;
  6. 29 USCA 49I-2(a)(2)-as amended under WIOA: Regarding information to be confidential under the Wagner Peyser Act;
  7. The Privacy Act (5 USC 552a);
  8. The Family Educational and Privacy Rights Act (20 USC 1232g);
  9. 34 CFR 361.38: Protection, use, and release of personal information of Vocational Rehabilitation Services participants;
  10. HIPAA: 45 CFR 164.500 – 164.534;
  11. KRS 194A.060 and KRS 205.175: Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law;
  12. KRS 341.190(3): Regarding use and disclosure of Unemployment Compensation records;
  13. 787 KAR 2:020 and KRS 151B.280(3): Regarding DWD-operated programs' confidentiality of employment and service records that directly or indirectly identify a client or former client;
  14. Kentucky Career Guidance 24-002: Handling and Protection of Personally Identifiable Information (PII)
  15. KRS 61.870 - 61.884: Regarding the release of and access to confidential personal information; and
  16. 2 CFR 200.303: Regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party will maintain a current list of authorized staff members to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records to the LWDA's designee.

## Article X: Impasse—Dispute Resolution

- A. For this MOU and KCC-related issues, each party agrees to participate in good-faith negotiations to reach a consensus. However, should a dispute arise among any parties to this MOU in talks to amend or renew this MOU, all parties agree to utilize the process cited below. The Executive Directors of applicable state agencies will designate an individual to negotiate and resolve any impasses involving state-level partners. All parties agree to enlist the process for the resolution of disputes detailed in the Impasse-Dispute Resolution incorporated herein as Attachment J
- B. If all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWDB will report the stalemate to the Department for Workforce Development as the MOU oversight agency, which will intervene with the parties to resolve the disputed issue(s).
- C. This MOU is legally binding. Therefore, if all reasonable attempts by the Department for Workforce Development to resolve any impasse are unsuccessful, it may be enforced in court.

## Article XI: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any of its acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party to this MOU or by the employees of another party to this MOU

## Article XII: General Provisions

The laws and regulations listed in Article XII generally apply to most publicly funded programs administered by the Department of Workforce Development. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. **Jobs for Veterans Act.** Article III B 1 states that each party agrees to provide priority service to veterans and covered spouses for any qualified job-training program under 38 USC 4215.
- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors at this moment affirm current and ongoing compliance with all statutes and regulations about The Americans with Disabilities Act, 42 USC 12101 et seq., and Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794.
- C. **Pro-Children Act.** Suppose any KCC activities require services to minors. In that case, each party agrees to comply with the Pro-Children Act of 1994, 20 USC 7183, which involves smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, daycare, library services, or education to children under the age of eighteen (18).
- D. **Drug-Free Workplace.** Each party, including but not limited to its officers, employees, members, sub recipient(s), any independent contractors, and field staff associated with this MOU, agree to comply with the Drug-Free Workplace Act, 41 USC 8101, et. seq., and all other applicable state and federal laws regarding a drug-free workplace and to make a reasonable faith effort to maintain a drug-free workplace. Each party will

make a reasonable faith effort to ensure that none of its officers, employees, members, or sub recipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or on public property.

- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed and understands the Commonwealth of Kentucky's ethics and conflict of interest laws, which include the Governor's Executive Order 2008-454 and its amendment about ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Kentucky ethics laws or the Executive above Order.

### **Article XIII: Validity and Legal Disputes**

All questions about the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action based on this MOU shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. Each party agrees to bear attorney's fees, consultant fees, and costs associated with any dispute arising from this MOU or IFA.

Should any portion of this MOU be found unenforceable by operation of statute, or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

### **Article XIV: Counterpart**

This agreement may be executed in one or more than one counterpart. Each executed counterpart will be considered an original, provided that the counterpart is delivered either in hard copy or electronically, constituting the same agreement.

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MEMORANDUM OF UNDERSTANDING  
FOR

Local Workforce Development Area: **Cumberlands**

KENTUCKY CAREER CENTER OPERATIONS

Signature Page

By signing below, all parties mutually agree to the terms prescribed herein.

**Chief Local Elected Official**

**Pat White Jr., Whitley County Judge Executive**

Printed Name & Title  
Signed by:  
  
97843BD9EBBD479...  
Signature Date 6/24/2025

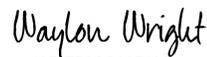
**LWDB Chairperson**

**Jeff VanHook, Chairman CWDB**

Printed Name & Title  
Signed by:  
  
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Signature Date 6/4/2025

**Lake Cumberland Area Development District**

**Waylon Wright, Executive Director**

Printed Name & Title  
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Signature Date 6/24/2025

**Somerset Community College (KCTCS)**

**Dr. Carey W. Castle, President**

Printed Name & Title  
Signed by:  
  
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Signature Date 6/13/2025

**Secretary Kentucky Education and Labor Cabinet**

**Jamie Link, Secretary**

Printed Name & Title  
DocuSigned by:  
  
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Signature Date 6/9/2025

**Office of Kentucky Adult Education**

**Dr. John Gregory, Executive Director**

Printed Name & Title  
Signature Date

**Goodwill Industries of Kentucky  
Martha Stephenson, Vice President**

**Martha Stephenson, Vice President  
Of Career Services**

Printed Name & Title  
Signed by:  
  
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Signature Date 6/24/2025

**Goodwill Senior Community Service  
Employment Program (SCSEP)**

**Martha Stephenson, Vice President  
Of Career Services**

Printed Name & Title  
Signed by:  
  
FB1AB5472063400...  
Signature Date 6/24/2025

**MEMORANDUM OF UNDERSTANDING  
FOR**

<b>Local Workforce Development Area:</b>	<b>Cumberlands</b>
--	--------------------

**KENTUCKY CAREER CENTER OPERATIONS**

**Signature Page**

*By signing below, all parties mutually agree to the terms prescribed herein.*

**Chief Local Elected Official**

**Pat White Jr., Whitley County Judge Executive**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LWDB Chairperson**

**Jeff VanHook, Chairman CWDB**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Lake Cumberland Area Development District**

**Waylon Wright, Executive Director**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Somerset Community College (KCTCS)**

**Dr. Carey W. Castle, President**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Secretary Kentucky Education and Labor Cabinet**

**Jamie Link, Secretary**

\_\_\_\_\_  
Printed Name & Title

Jamie Link  
Jamie Link (Jun 18, 2025 18:05 EDT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Office of Kentucky Adult Education**

**Dr. John Gregory, Executive Director**

\_\_\_\_\_  
Printed Name & Title

John C. Gregory  
John C. Gregory (Jun 20, 2025 07:27 EDT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Goodwill Industries of Kentucky  
Martha Stephenson, Vice President**

**Martha Stephenson, Vice President  
Of Career Services**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Goodwill Senior Community Service  
Employment Program (SCSEP)**

**Martha Stephenson, Vice President  
Of Career Services**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Southeast Kentucky Economic Development**

**Brett Traver, Executive Director**

Printed Name & Title

Signed by: *Brett Traver* 6/6/2025  
Signature Date

**Office of Vocational Rehabilitation**

**Cora McNabb, Executive Director**

Printed Name & Title

Signature Date

**MET Inc. National Farmworkers Program**

**Cynthia Verdeja, Employment & Training Programs Director**

Printed Name & Title

Signed by: *Cynthia Verdeja* 6/4/2025  
Signature Date

**Campbellsville University - Somerset Campus**

**Tammy Robinson, Center Manager**

Printed Name & Title

DocuSigned by: *Tammy Robinson* 6/24/2025  
Signature Date

**Pine Knot Job Corp**

**Arnold Tyson, Center Director**

Printed Name & Title

Signed by: *This signature does not obligate the government financial*  
Signature Date

**Kentucky Office for Career & Technical Ed.**

**Beth Hargis, Associate Commissioner**

Printed Name & Title

Signature Date

**Kentucky & Technical College Systems**

**Dr. Ryan Quarles, President**

Printed Name & Title

Signed by: *Dr. Ryan Quarles* 6/25/2025  
Signature Date

**Lake Cumberland Community Action Agency**

**Nick Shearer, Executive Director**

Printed Name & Title

Signed by: *Nicholas J. Shearer, ED* 6/13/2025  
Signature Date

**Southeast Kentucky Economic Development**

**Brett Traver, Executive Director**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Office of Vocational Rehabilitation**

**Cora McNabb, Executive Director**

\_\_\_\_\_  
Printed Name & Title

Cora McNabb  
Cora McNabb (Jun 20, 2025 07:50 EDT)

\_\_\_\_\_  
Signature Date

**MET Inc. National Farmworkers Program**

**Cynthia Verdeja, Employment & Training Programs Director**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Campbellsville University - Somerset Campus**

**Tammy Robinson, Center Manager**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Pine Knot Job Corp**

**Arnold Tyson, Center Director**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Kentucky Office for Career & Technical Ed.**

**Beth Hargis, Associate Commissioner**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Kentucky & Technical College Systems**

**Dr. Ryan Quarles, President**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Lake Cumberland Community Action Agency**

**Nick Shearer, Executive Director**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Lake Cumberland Housing Agency**

**Lisa Mann, Executive Director**

Printed Name & Title

DocuSigned by:  
*Lisa Mann* 6/5/2025  
79AF5C336CED47A...  
Signature Date

**Kentucky Chamber Workforce**

**LaKisha Miller, Executive Director**

Printed Name & Title

DocuSigned by:  
*LaKisha Miller* 6/29/2025  
6876F34AC5804C3...  
Signature

**Office of Unemployment**

**Greg Higgins, Executive Director**

Printed name & Title

Signed by:  
*Greg Higgins* 6/30/2025  
57E387CE8651458...  
Signature Date

**Department of Justice-Reentry & Employment Services Branch, Education & Labor Cabinet**

**Aaron Poynter, Director**

Printed name & Title

Signature Date

**Lake Cumberland Housing Agency**

**Lisa Mann, Executive Director**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Office of Unemployment**

**Greg Higgins, Executive Director**

\_\_\_\_\_  
Printed name & Title

\_\_\_\_\_  
Signature Date

**Kentucky Chamber Workforce**

**LaKisha Miller, Executive Director**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

**Department of Reentry & Employment Services  
Branch, Education & Labor Cabinet**

**Aaron Poynter, Director**

\_\_\_\_\_  
Printed name & Title

\_\_\_\_\_  
Signature Date  
*4/24/25*

# Kentucky Career Center Memorandum of Understanding

## Attachments

Attachment A:	Parties to the Agreement
Attachment B:	Kentucky Career Centers (listing)
Attachment C:	Administrative Structure
Attachment D:	Workflow
Attachment E:	Required Partner Services
Attachment F:	Additional Partner Services
Attachment G:	Method of Referral
Attachment H:	Methodology to Determine Shared Service Costs
Attachment I:	Treatment of Costs Chargeable to More than One Partner Program
Attachment J:	Impasse – Dispute Resolution
Attachment K:	Kentucky Career Center Services
Attachment L	Services to be provided by each partner in the KCC
Guidance	
Attachment B:	KCC Career Center Budget Planning and Reconciliation (Infrastructure Funding)

<b>Parties to the Agreement</b>	<b>Attachment A</b>
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LWDB	Cumberlands
CLEO Name(s)	Mr. Pat White, Jr. - Whitley County Judge Executive

Partner Name	Program	Program Authority
Kentucky Adult Ed	GED preparation & Testing, Family literacy services, Assessment, certification in job-related skills to increase employability and productivity, college preparation, and English as a second language Not all services are offered at each center	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II
Lake Cumberland Community Action Agency	Head start, Adult Day Services, Community Collaboration for Children, Weatherization, Community Services Block Grant, Energy Assistance, Wintercare, SNAP Employment & Training	Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i> )
Lake Cumberland Housing Agency	Affordable Housing, Employment and Education opportunities	Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121 (b)(1)(B)(xi))
KCTCS and Office of Career and Technical Education	General Education, Career & Technical Training	Career & Technical Education Programs - Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Office of Vocational Rehabilitation	Independent Living Services, Assessments, Interpreter, telecommunications, Rehab guidance & Counseling Technology, Mobility, Bi-optic Driving, Transition, Supported Employment, Job Placement, Ticket to Work	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
Department of Community Based Services	TANF, KY Health/Medicaid, SNAP, Foster Care, Protection and Permanency	Social Security Act – Part A, Title IV (TANF) (42 USC 601 <i>et seq.</i> ), subject to subparagraph (C)
Goodwill SCSEP- Senior Community Service Employment Program	Employment Assistance, Training, Assessments, Placement Services, Work Experience	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
Career Development Office Office of Unemployment Insurance	Unemployment Benefits, Reemployment Services & Eligibility Assessment (RESEA) classes, Job Seeker Services, Employer Services	Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141)
Career Development Office	Job Seeker Services, Employer Services, Reemployment & Eligibility Services, Resume & Cover letter assistance	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49)
Career Development Office	Jobs for Veterans State Grant (JVSG) Gold Card Initiative, Hiring Kentucky Heroes, Help for Wounded Veterans	– Veterans Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
Lake Cumberland Area Development District	Assist unemployed/underemployed with grant monies to complete training/schooling to become self-sufficient	WIOA Title I – Adult, Dislocated Worker, and Youth Programs
Pine Knot Job Corps	Academic training, Technical Training, Housing, Leadership	WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)
MET Inc	Youth & Adult Employment Services, OJT's and Work Experience, job training assistance and job placement services.	20 CFR Part 685-National Farmworker Jobs Program Under Title I WIOA

South KY Economic Development Cabinet	Economic Development & Business Loans	Work Ready Community & Bluegrass State Skills Corporation
Justice & Public Safety Cabinet –Department of Corrections Reentry	Reentry programs: Employment Assistance, Assessments, Support Services, Placement Services	Second Chance Act Of 2007 programs, authorized under section 212(42 U.S.C. 17532)
KY Department of Workforce Investment	WIOA, CDO & OVR Work Ready Community	Oversight
Kentucky Stats	OEA's, Workforce Opportunity Tax credit, Federal Bonding, Rapid Response SWAT	Data providing

**Additional Workforce Partners**

<b>Partner Name</b>	<b>Program</b>	<b>Program Authority</b>
Goodwill Industries of Kentucky	Work Ready Certificate/Soft Skills Training, Resume building, Interviewing Skills, Application Assistance, Job Development, Assistance with Identifying a Career Path, Resource Linkage	Amy Luttrell, President/CEO 1325 South 4 <sup>th</sup> Street Louisville, KY. 40208
KY Chamber of Commerce	Talent Pipeline Management	Coordinate with Sector Partnerships
South Kentucky Economic Development	Economic Development & Business Loans	Location of Businesses & loans to provide working capital.
Campbellsville University	Occupational Training	Training Provider
KCEWS	Labor Market Information	Provides Data

**Kentucky Career Centers****Attachment B**

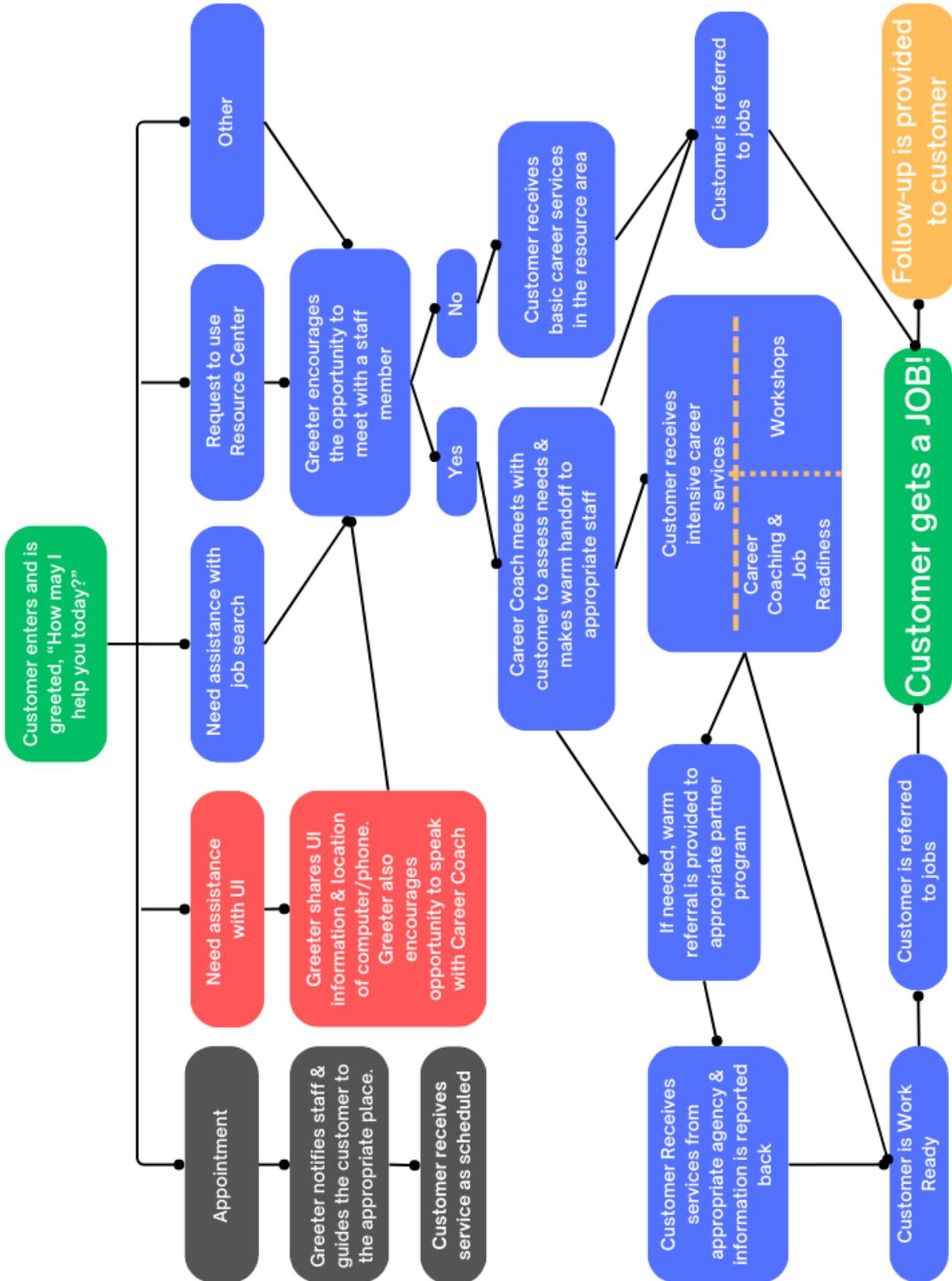
LWDA's Kentucky Career Center System consists of 11 KCC's including:

<b>Location Code</b>	<b>KY Career Center Name</b>	<b>Address</b>	<b>KCC Manager (if applicable)</b>
1	KCC – Somerset (Comprehensive Center) Open Monday through Friday 8:00 am to 4:30 pm	410 East Mt. Vernon Street Somerset, KY 42501 Phone: 502-764-1940	Jessica Gleason - CDO
2	KCC-Campbellsville (Affiliate) Open Monday through Friday 8:00 am to 4:00 pm	1311-C East Broadway Campbellsville, KY 42718 Phone: 270-465-0739	Cassie Bertram - WIOA
3	KCC-Monticello (Access Point) Open Monday, Tuesday & Friday 8:00 am to 4:00pm	121 North Main St. Monticello, KY 42633 Phone: 606-348-0075	Larry Hatfield - WIOA
4	KCC- Columbia (Affiliate) Open Monday through Friday 8:00 am to 4:00 pm	969 Campbellsville Road Columbia, KY 42728 Phone: 270-384-1741	BJ Wilkerson - WIOA
5	KCC-Casey (Affiliate) Open Monday through Friday 8:00 am to 4:00 pm	1031 Hudsonville Street Liberty, KY 42539 Phone: 606-787-1405	Leslie Sandusky-WIOA
6	KCC- Clinton (Affiliate) Open Thursday's 8:00 am to 4:00 pm	2353 North HWY 127 Albany, KY 42602 Phone: 606-387-8082	Larry Hatfield - WIOA
7	KCC-Corbin (Affiliate) Open Tuesday, Thursday & Friday 8:00 am to 4:00 pm	103 North Side Plaza Corbin, KY 40701 Phone: 606-528-3460	Nora Williams - WIOA
8	KCC-Cumberland (Access Point) Open Wednesdays 8:00 am to 4:00 pm	213 Upper Street Burkesville, KY 42717 Phone: 270-864-9316	Larry Hatfield - WIOA
9	KCC- Laurel (Access Point) Open Tuesday & Thursday 8:00 am to 4:00 pm	100 University Drive London, KY 40741 Phone: 606-330-2115	Lisa Wilson - WIOA
10	KCC-McCreary (Affiliate) Open Monday, Wed & Friday 8:00 am to 4:00 pm	141 College Street Whitley City, KY 42653 Phone: 606-376-7512	Connor Campbell - WIOA
11	KCC-Russell (Access Point) Open Mon through Friday 8:00 am to 4:00 pm	2384 Lakeway Drive Russell Springs, KY 42642 Phone: 270-866-8435	BJ Wilkerson –WIOA

<b>Administrative Structure</b>	<b>Attachment C</b>
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B. Administrative Structure – Attachment C

		Entity Name & Contact	Address	Email
1.	State Workforce Agency	KY Education & Workforce Development Cabinet, Department for Workforce Investment Jamie Link, Secretary	275 East Main Street, 2 W-A Frankfort, KY 40621	<a href="mailto:Jamie.Link@ky.gov">Jamie.Link@ky.gov</a>
2.	Administrative Entity	Lake Cumberland Area Development District Waylon Wright	2384 Lakeway Drive PO Box 1570 Russell Springs, KY 42642	<a href="mailto:waylon@lcadd.org">waylon@lcadd.org</a>
3.	Fiscal Agent	Lake Cumberland Area Development District Waylon Wright	2384 Lakeway Drive PO Box 1570 Russell Springs, KY 42642	<a href="mailto:waylon@lcadd.org">waylon@lcadd.org</a>
4.	Chief Elected Official	Pat White Jr., Whitley County Judge Executive	200 Main Street PO Box 237 Williamsburg, KY 40769	<a href="mailto:pwhitewcfc@outlook.com">pwhitewcfc@outlook.com</a>
5.	Direct Service Provider	Lake Cumberland Area Development District Waylon Wright	2384 Lakeway Drive PO Box 1570 Russell Springs, KY 42642	<a href="mailto:waylon@lcadd.org">waylon@lcadd.org</a>
6.	KCC Operator	Lake Cumberland Area Development District Karen Miller	2384 Lakeway Drive PO Box 1570 Russell Springs, KY 42642	<a href="mailto:karenm@lcadd.org">karenm@lcadd.org</a>
7.	CWDB Executive Director	Myra Wilson	2384 Lakeway Drive PO Box 1570 Russell Springs, KY 42642	<a href="mailto:myra@lcadd.org">myra@lcadd.org</a>
8.	Workforce Board Chair	Jeff VanHook	764 Big Hill Road Berea, KY 40403	<a href="mailto:jvanhook@rockcastlecountyky.com">jvanhook@rockcastlecountyky.com</a>



<b>Required Partner Services</b>
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<b>Attachment E</b>
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**Required Partner Services:** The table below identifies each required partner's services and the method(s) of service delivery each partner will use. The services are determined by the corresponding numbers for each service in the KCC Services Document, and the service delivery methods are identified by the codes listed in the KCC Services Document.

Partner Name	Partner Information (from Attachment A)	Services (Enter Number from Attachment K)			Service Delivery Method (Attachment K)	Location Code (Attachment B)
		Career	Training	Employer		
Lake Cumberland ADD	WIOA Title I - Adult, Dislocated Worker, One Stop Operator	1-11	1-11	1-11	FT PT	1,2,5,11 3,4,6,7,8,9,10
KCTCS & Office of Career & Technical Education	General Education, Career & Technical Training, Post-Secondary Vocational Education-Carl D Perkins Vocational & Applied Technology Education Act Workforce Solutions	1-11	1-11	1-11	FT	5,10
KY Career Development Office	Unemployment Insurance				T, B, P	1-11
KY Career Development Office	Jobs for Veterans State Grant TAA WIOA Title III Wagner-Peyser Veterans Gold Card Initiative, Hiring KY Hero's, Help for wounded Veterans	1-11		1-11	FT T, B, Email	1 2-11
KY Office of Vocational Rehabilitation	Assessments, Independent Living Services, Mobility Bi-optic Driving, Transition, Supportive Employment, Interpreter, Supportive Employment, Job Placement, Ticket to Work, Guidance and Counseling	1-11	1-11	1-11	FT T, B, P, Email	1,2 3-11
Lake Cumberland Community Action Agency	Community Service Block Grant, Headstart, Adult Day Services, Community Collaboration for Children. Weatherization, Energy Assistance, Wintercare				T, P, Email	1-11
Senior Community Service Employment Program (SCSEP)	Paid work experience, Assessments, Employment Assistance, Training, Job placement services for eligible individuals 55 and older	1-11	1-11	1-11	T, B, P, Email	1-11
MET Inc	Youth & Adult Employment Services, OJT's and Work Experience, job training assistance and job placement services	1-11	1-11	1-11	T, B, P, Email	1-11
Justice & Public Safety- Cabinet Dept of Corrections Reentry Service	Reentry programs: Employment Assistance, Assessments, Support Services, Placement Services	1-11	1-11	1-11	FT T, B, P, Email	11 1-10
Pine Knot Job Corp	Academic training, Technical Training, Housing, Leadership	1-11	1-11	1-11	T, B, P, Email	1-11

Lake Cumberland Housing Authority	Affordable Housing, Employment & Education opportunities	1-11	1-11		T, B, P, E-mail	1-11
Department of Community Based Services	TANF, KY Health/Medicaid, SNAP, Foster Care, Protection and Permanency				T, Email	1-11
Kentucky Adult Education	GED preparation & Testing, Family literacy services, Assessment, certification in job-related skills to increase employability and productivity, college preparation, and English as a second language Not all services are offered at each center	1-11	1-11	1-11	FT T, B, P, Email	2,4,5,6,7,10 1,3,8,9,11

**Additional Partner Services**

**Attachment F**

WIOA Section 121(b)(2)(B) describes the types of programs that may be included as “additional” programs in the KCC delivery system. The table below identifies the services each additional partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the KCC Services document. The service delivery methods are identified by the codes listed in the KCC Services Document.

Per WIOA Section 121 (c) access to each partner’s services and activities other than those identified in Section B will be provided as follows:

Partner Name	Program information (from Attachment A)				Service Delivery Method (Attachment K)	Location Code (Attachment B)
		Career	Training	Employer		
Goodwill Industries of Kentucky	Work Ready Certifications, Soft Skills Training, Resume building, Interviewing and application skills, Job Development and Career Path Assistance.	1-11	1-11	1-11	T, B, P, Email	Not located in KCC
KY Cabinet for Economic Development	KY Cabinet for Economic Development		1-11		T, B, Email	Not located in KCC
Campbellsville University	Occupational Training and Job Placement Assistance	1-11	1-11	1-11	T, B, P, Email	Not located in KCC

## Standard Operating Procedures (SOP)

### Delivery, Customer Flow, and Referral

#### Purpose

To create a unified procedure that will help build a standard of excellence in customer service by providing accurate and timely assistance. All mandatory partners/functional teams will collaborate to ensure that best possible seamless service.

#### Procedure

When the customer enters the reception area, the Resource Navigator (RN) greets them in a professional manner and asks the reason for their visit. If the customer has an appointment, they are directed to the appropriate staff. If they do not have an appointment, the RN will ask Veteran Status to determine priority of service and provide the customer with the details of the variety of programs/services offered through the KCC.

The RN will hand off the customer to the Employment Specialist (ES) for a brief, informal assessment to help determine the customer's workforce goals, interest, needs, and barriers through a series of structured questions.

If they are a first-time customer, staff will register them in the Consumer Management System or update their information in KEE Suites. If the customer is job ready, the ES will provide current jobs available in the area. The ES will encourage the customer to meet with a Career Manager (CM)

The Career Manager will provide basic information on the local job market including "In demand" jobs. Based on the conversation, the career coach will determine if the customer is eligible for other partner services. If the customer is interested in meeting with another partner/provider the CM introduces them or sets up an appointment with the appropriate staff/partner.

If the customer's needs cannot be effectively addressed through the myriad of programs/services onsite at the KCC, staff will assist the customer with identifying services/resources through community partners and provided up to date contact information and referrals.

Upon exiting the KCC, staff will encourage the customer to complete a satisfaction survey either written or via a QR code.

Staff recognize the Kentucky Career Center Orientation (KCCO) comprehensive overview of services as a best practice.

**Methodology to Determine Shared Service Costs****Attachment H**

The shared KCC operating costs, the projected cost amounts, and each party's method of funding its fair share of that cost are identified in the Kentucky Career Center Budget Planning and Reconciliation Document. The methodology that will be used to determine each party's fair share of KCC operating cost and to allocate each party's fair share will be based on square footage utilized in the KCC. It will also be based on the guidance provided by KWIB.

- a. Identification of Shared Cost
- b. Shared Cost Budget
- c. Proportionate Share and Cost Allocation
- d. Resource Sharing (may include cash contributions, contributions of staff time, equipment, and other resources)
- e. Resource Sharing Agreement

**Treatment of Costs Chargeable to More than One Partner Program**

**Attachment I**

Cost allowable under and allocable to more than one partner program may be considered a shared cost. The manner(s) in which the parties agree to address cost chargeable to more than one partner must be described in the MOU

The cost sharing of services is being negotiated through the IFA for all 11 KCC sites in the Cumberlandns and shall determine how the Cumberlandns WIB and One Stop partners will fund the infrastructure cost for 1 Comprehensive center, 6 Affiliate Sites and 4 Access Points.

The costs in the IFA are infrastructure costs and additional costs that are shared jointly with partners in the MOU/IFA. The WIOA one-stop partner program's proportionate share of funding has been calculated in accordance with the Uniform Administrative Requirement Cost Principles, and audit Requirements for Federal Awards in 2 CFR part 22.306. It is based upon a reasonable cost allocation methodology whereby infrastructure cost is charged to each partner in proportion to relative benefits received and have been determined to be allowable, necessary, and allocable.

Consensus must be reached among all required partners through the local One-Stop infrastructure funding mechanism, or the state funding mechanism must be triggered as outlined in the Federal Regulations, 678.730 in order to finalize the MOU/IFA for the Cumberlandns WIB and all WIOA partners.

**Impasse – Dispute Resolution****Attachment J**

The impasse- Dispute Resolution shall consist of a three-tiered process. First, all parties involved in the dispute will attempt to resolve the dispute through a mutually agreed upon meeting between the management of each involved party.

Second, the Cumberland Local Workforce Development Board, as the responsible entity of the oversight of the Kentucky Career Centers in the Cumberland Local Workforce Development Area, will moderate if the issue was not resolved through open communication between the involved parties. Management of each party involved in the dispute agrees to meet with the Executive Committee of the Cumberland Local Workforce Development Board.

Third, if after a decision is made and provided to the involved parties by the Chair of the Cumberland Local Workforce Development Board, the parties involved are still in dispute, the Department of Workforce Investment (KWIB) will oversee the third process, with the decision being final. All parties have termination rights, as identified in the Memorandum of Understanding.

**Initial Customer Complaint Procedure**

**A.** If a customer has a complaint pertaining to a specific agency, that complaint will be handled directly by the specific agency's director or manager. The agency will follow their grievance policies and procedures.

**B.** If a customer files a complaint pertaining to a specific agency, that complaint will be handed to the One-Stop Operator, who will follow the system-wide complaint grievance policy.

**Kentucky Career Center Services**

**Attachment K**

Career Services: Career Services offered through the KCC include: See Attachment K part 2

Training Services: Training Services offered through the KCC include: See Attachment K part 2

Employer Services: KCC services offered to employers include: See Attachment K part 2

Service Delivery Codes:

<b>Code</b>	<b>Method Description</b>
<b>FT</b>	On-Site Staff Full Time
<b>PT</b>	On-Site Staff Part-Time
<b>C</b>	Contracted Service On-Site Full Time
<b>C/PT</b>	Contracted Service On-Site Part-Time
<b>C/Off</b>	Contracted Service Off-Site
<b>T</b>	Access Via Telephone
<b>A</b>	Access Via Automated System
<b>B</b>	Brochure/Handout
<b>P</b>	Posting at One-Stop Center
<b>O</b>	Other
<b>NA</b>	Not Applicable

**Kentucky Career Center Services****Attachment K part 2****Career Services offered through the KCC include:**

1. Orientation to KCC services (including partner agencies)
2. Initial Assessment to gain information on goals, strengths, and obstacles
3. Job Search Assistance (helping locate employment)
4. Job Referrals/Placement
5. Career Guidance
6. Job Readiness/Workshops
7. Educational Exploration
8. Re-employment services for Dislocated Worker
9. Relocation Assistance (financial assistance for relocation for DW if available)
10. Assessments for basic skills and/or specific work skills
11. Support Services (transportation, childcare, housing, utility assistance)
12. Case Management
13. Eligibility Guidelines for specific programs
14. Entrepreneurial information
15. Assisted Employment Programs (Internships, etc.)
16. Occupational Skills Training Resources
17. Employment Resources
18. Follow-up Services

**Training Services offered through the KCC include:**

1. Occupational Skills Training
2. On-the-Job Training
3. GED Preparation
4. Incumbent Worker Training
5. Customized Training
6. Remedial Education/Skills Upgrade
7. Workplace Education/CEU

**Employer Services offered through the KCC include:**

1. Employer Needs Assessment
2. Job Postings
3. Pre-Screening Applicants for Businesses
4. Recruitment Assistance
5. Labor Market Information
6. Training Resources
7. Job Fairs
8. Rapid Response Activities
9. Small Business Loans Referrals
10. Linkage for Incentive Programs
11. Assessments/Training for ADA Compliance
12. Business Related Workshops
13. Registered Apprenticeship Services

## **Career Development Office**

### **Wagner-Peyser (WP)**

Assist job seekers with finding sustainable employment and careers, connect individuals to education and training opportunities, and provide workforce information and referrals and assist employers with meeting their workforce needs by connecting them with skilled, qualified employees.

### **Temporary Agricultural Employment of Foreign Workers (H2A)**

Section 218 of the immigration and Nationality Act authorizes the lawful admission into the United States of temporary, nonimmigrant workers to perform agricultural labor of services of a temporary or seasonal nature when there are not sufficient workers who are able, willing, qualified and available. This employment of aliens will not adversely affect the wages and working conditions of workers similarly employed in the US. Any employer using H-2A workers and domestic workers in corresponding employment must be paid special rates of pay, they vary by locality, as well as providing housing and transportation where appropriate.

### **Jobs for Veterans State Grant (JVSG)**

Services provided:

Career Assessments

Labor Market Information

Access to training opportunities, job fairs and workshops

Job interview preparation

Resume and cover letter assistance

Assistance with KEE Suite

Help applying for federal employment & training programs in which Veterans receive priority of service

Referrals to supportive services, including vocational rehabilitation, elder care, food and nutrition services, and non-profit organizations that address homelessness.

### **Reemployment Services & Eligibility Assessment (RESEA)**

The RESEA program assists individuals receiving unemployment insurance (UI) benefits by providing support with an individual reemployment plan, career and labor market information, enrollment in Wagner-Peyser, and access to other services that support return to work. The program has four purposes:

1. Reduce UI duration through improved employment outcomes
2. Strengthen UI program integrity
3. Promote alignment with the vision of the Workforce Innovation and Opportunity Act (WIOA)
4. Establish RESEA as an entry point to other workforce system partners.

## **Reentry and Employment Service Branch Programs Description**

**1. Putting Kentuckians First** - A state-wide initiative supporting justice impacted individuals. This program takes a county-by-county approach to assist justice-impacted individuals across the spectrum (Pre-Entry, Incarceration and Reentry) with services such as access to the entire Kentucky Workforce System, substance recovery resources, employment assistance, educational opportunities, healthcare support and vital documentation obtainment.

**2. Pre-Release Classes at Local/Regional Detention Centers** - On site/in person educational forum facilitated by RES Navigators through partnership with Jailers. Individuals who are currently incarcerated are informed about the services and assistance available to them to assist with their transition back into society. Some processes are started while the individual is still incarcerated. Upon release, individuals are provided county specific resource folders and contact information for assistance.

**3. Targeted Orientation Classes** - Serve as an extension of the Kentucky Career Centers to counties without a physical career center location. RES Navigators facilitate the members of the Kentucky Workforce System to be present and available to assist individuals with employment, training, educational and other resource needs. Targeted Orientation Classes serve as a direct referral pipeline from Judicial Entities to the Putting Kentuckians First Program. Referrals occur from the judicial partners within a specific county, however, the Targeted Orientation Classes are open to the community at large. Individuals can hear general information and the roles of the Kentucky Workforce System, then immediately transition to in person meetings with the appropriate partners based on their individual needs.

**4. Credential Training at Local/Regional Detention Centers** - RES Branch coordinates and facilitates the offering of credentialing programs to individuals currently incarcerated. In partnership with Jail/Jailers, approved training providers, Goodwill Industries of Kentucky, and the local Workforce Development Board, individuals are provided credential training and employability support. Upon graduation and release from incarceration, individuals enter the Putting Kentuckians First Program for additional wrap around support.

**5. Identification Program** - RES Branch oversees/funds identification documents (ID cards, Licenses, Social Security Cards, Birth Certificates) for justice impacted individuals who are participating in Adult Education and/or Reentry activities.

**6. Behavioral Health Conditional Dismissal Program (SB90)** - RES oversees the workforce, education and training barrier relief funding for the program; facilitates and coordinates participant activity with the Adult Education Local Provider Network to increase education, workforce and training outcomes for participants in the program.

## **The Office of Vocational Rehabilitation (OVR)**

OVR provides vocational rehabilitation opportunities and services to eligible individuals with disabilities to assist with preparing for entry or re-entry, or advance in competitive integrated employment and become more independent and productive in the community and workplace. OVR works with adults, youth, and students with disabilities and businesses/employers. OVR also helps businesses and employers recruit,

retain, and accommodate employees with disabilities.

Examples of some of the services OVR may provide to help individuals reach their vocational goal include:

- Assessment for determining eligibility and vocational rehabilitation needs
- Counseling and guidance
- Physical and Mental Restoration
- Personal skill development
- Vocational and other training services
- Supported employment
- Personal assistance services
- Low vision aids
- Interpreter and notetaking services
- Rehabilitation technology and equipment training
- Job placement and job retention services
- On-the-job training
- Employment follow-up and post-employment services
- Information and Referral
- Pre-Employment Transition Services

### **Adult Education**

Adult Education provides; Assessments, GED preparation and testing, English as a Second Language, Integrated Education Training (IET) and Workplace Literacy courses (WPL), digital literacy classes, financial literacy classes, family literacy.

### **WIOA Youth, Adult, Dislocated Worker**

WIOA supports adults, dislocated workers and youth with job placement and skill development through career counseling, training funding and supportive services.

### **Office of Employer and Apprenticeship Services**

The Kentucky Office of Employer and Apprenticeship Services supports businesses in developing their workforce, addressing employee retention and finding qualified candidates for hard-to-fill jobs through Registered Apprenticeship Programs, Work-based Training Initiatives and Career Seeker Support.

### **MET INC.-NFJP**

MET Inc. assists the American Migrant and Seasonal Farmworker population along with their families to achieve economic self-sufficiency. MET offers services such as work experience, job training assistance, educational assistance and career placements.