

Attachment A: WIOA-MOU-IFA

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

Local Workforce Development Area:	EKCEP, Inc.
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Kentucky Career Center Operations

Mission: “Prepare, advance, and expand the workforce of Eastern Kentucky.”

Vision: The Strategic Plan of the Eastern Kentucky Workforce Innovation Board (WIB) includes its vision for the regions of Eastern Kentucky, the workforce system in Eastern Kentucky, and the role of the WIB:

- *Vision for the Region of Eastern Kentucky* — The WIB’s vision for the region of Eastern Kentucky includes the goals below that expand its influence with other key components of the workforce system like economic development, secondary and post-secondary education, and others—with the outcome being that the WIB will have a more tangible effect on job creation, educational and skills attainment, graduation rates, economic development and diversity, and job placement and retention. The goals associated with this vision are:
 - Employers, new, existing, and emerging, have an adequate supply of well-educated and well-trained workers.
 - Residents have the knowledge, skills, and aptitudes to work and earn incomes that make them self-sufficient.
 - The region exhibits improved college and career readiness among high school graduates.
- *Vision for the Region’s Workforce System* — The WIB’s vision for the region’s workforce system includes the goals below for services and programs driven by the Workforce Innovation and Opportunity Act (WIOA). This current federal law guides service delivery for adults, dislocated workers, and youth. These goals also include those shared by the Workforce Innovation Board and various partner agencies in the overall, integrated workforce system, including: postsecondary education, Kentucky Office of Vocational Rehabilitation/Blind Services Division, Kentucky Adult Education, Kentucky Department of Veterans Affairs, Kentucky Career Development Office, Experience Works, Job Corps, and Kentucky Department for Community Based Services, as well as programs authorized under the federal Wagner-Peyser Act. The goals associated with this vision are:
 - Lifelong learning and skills development are integral parts of the workforce

system. Long-standing relationships between employers and educators keep education and training opportunities one step ahead of the needs of the market.

- The system partners with those industries and businesses that drive the regional economy. It also works with chambers of commerce and economic development entities throughout the region to identify and support emerging industries vital to the region's continued growth and diversification.
 - Strong commitments to innovation, productivity, accountability, and results keep the system flexible and responsive to employers' and residents' ever-changing workforce needs.
- *Vision for the EKCEP Workforce Innovation Board* — The WIB's vision for its role within the region includes the goals below that set the course for continued innovation in service delivery and the leveraging of additional funding to create new revenue streams that shape and guide organized activity outside the scope of WIOA. The goals associated with this vision are:
 - The EKWIB will continue to explore ways to influence economic development and provide citizens access to more and better jobs through the use of innovation, technology, and creating opportunities for the region to participate in the global economy.
 - The EKWIB will continue to identify and pursue new revenue streams and leverage funding to diversify the employment base and expand activity for the purposes of our mission.
 - The EKWIB sets the regional workforce agenda and is widely recognized for its excellence as a leader and governing board, and for its commitment to making a difference. [We take this role and convene all law-required state partners.

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): EKCEP, Inc., 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 Elected Official (CEO), 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 (Partners), 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 CEO 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 Elected Official (CEO):** Identified in WIOA Section 3(9) as the chief 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 CEO 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 CEO 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 CEO 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 CEO 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, CEO, and KCC partners may fund the infrastructure costs of KCCs through methods agreed on by the LWDB, CEO, 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 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 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 CEO. 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.

- B. The Kentucky Career Center Services document, incorporated hereto 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. LWDBAs agree to meet quarterly to reconcile actual costs incurred, 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 CEO, 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 CEO.
- 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, CEO, 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 CEO, 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;
 - d. The desired date for the amendment to be effective and
 - e. 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 timeframe 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 timeframe 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 U.S.C. 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 U.S.C.503(d): Regarding state laws governing UI operations;
 5. 20 CFR 617.57(b): Regarding disclosure of information under the Trade Act;

6. 29 U.S.C.A. 491-2(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 hereto 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, subrecipient(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 subrecipient(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.

Signature Page Follows

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**MEMORANDUM OF UNDERSTANDING
FOR**

Local Workforce Development Area:	EKCEP, Inc.
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**KENTUCKY CAREER CENTER OPERATIONS
Signature Page**

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

EKCEP Board of Directors, Chief Elected Official

Gilbert Holland, Chairman


Gilbert Holland (Jun 24, 2025 09:01 EDT) 06/24/25
Signature Date

LWDA EKWIB Chairperson

Keith Gabbard, Chairman


Keith Gabbard (Jun 23, 2025 15:09 EDT) 06/23/25
Signature Date

Department of Workforce Development

James Link, Secretary

Signature Date

Bell-Whitley CAA

Craig Brock, Executive Director


Craig Brock (Jun 24, 2025 14:44 EDT) 06/24/25
Signature Date

Big Sandy ACAP

Wanda Thacker, Executive Director


Wanda Thacker (Jun 23, 2025 14:44 EDT) 06/23/25
Signature Date

Daniel Boone CAA

Robin Whitaker, Executive Director


Robin Whitaker (Jun 25, 2025 13:11 EDT) 06/25/25
Signature Date

Gateway CSO

Martina Roe, Executive Director


Martina Roe (Jun 24, 2025 16:23 EDT) 06/24/25
Signature Date

Harlan CCAA

Donna Pace, Executive Director


Donna Pace (Jun 23, 2025 13:11 EDT) 06/23/25
Signature Date

KCEOC CAP

Paul Dole, Executive Director


Paul Dole (Jun 24, 2025 16:23 EDT) 06/24/25
Signature Date

LKLP CAC

Tawney Acker, Executive Director


Tawney Acker (Jun 23, 2025 13:11 EDT) 06/23/25
Signature Date

Middle Kentucky CAP

Beth Spencer, Executive Director


Beth A Spencer (Jun 25, 2025 09:07 EDT) 06/25/25
Signature Date

**Office of Adult Education
Title II: Adult Education and Family Literacy**

John C. Gregory, Executive Director

Signature Date

**Office of Vocational Rehabilitation
Title IV: Rehabilitation Services**

Cora McNabb, Executive Director

Signature Date

**Goodwill of Kentucky
Title V: Senior Community Services
Employment Program (SCSEP)**

Sonya Johnson, Senior Program Manager


06/23/25
Signature Date

**Big Sandy Community & Technical College
Carl D. Perkins Vocational & Applied Technology
Post Secondary Programs**

Dr. Todd Brand, Interim President


Samuel Todd Brand, Ph.D. 06/23/25
Signature Date

Northeast KY CAP

Victoria Greene, Executive Director


06/24/25
Signature Date

Career Development Office

Katie Houghlin, Executive Director

Signature Date

**Big Sandy ACAP Title V: Senior
Community Services Employment Program
(SCSEP)**

Wanda Thacker, Executive Director


Wanda Thacker (Jun 23, 2025 14:44 EDT) 06/23/25
Signature Date

**Kentucky River Area Development District
Title V: Senior Community Services
Employment Program (SCSEP)**

Michelle Allen, Executive Director


06/26/25
Signature Date

**Hazard Community & Technical College
Carl D. Perkins Vocational & Applied
Technology Post Secondary Programs**

Dr. Jennifer Lindon, President/CEO


Jennifer Lindon (Jun 23, 2025 16:29 EDT) 06/23/25
Signature Date

**Southeast Kentucky Community & Technical College
Carl D. Perkins Career & Technical Act
Post Secondary Programs**

Dr. Patsy Jackson, Interim President

Dr. Patsy Jackson
Dr. Patsy Jackson (Jun 24, 2025 15:37 EDT)

06/24/25

Signature

Date

**Career Development Office
Title III: Wagner-Peyser Act Employment
Services; Jobs for Veterans State Grants**

Katie Houghlin, Executive Director

Signature

Date

**Frenchburg Job Corps Civilian Conservation Center
Title I: Job Corps Center**

Robert Pallay, Center Director

Robert Pallay
Robert Pallay (Jun 23, 2025 15:52 EDT)

06/23/25

Signature

Date

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
Guidance	
Attachment B:	KCC Career Center Budget Planning and Reconciliation (Infrastructure Funding)

Parties to the Agreement

ATTACHMENT A

LWDB	EKCEP, Inc.
CEO Name(s)	Gilbert Holland

Required Partners

Required Partners as Parties to the MOU	Program Authority	Entity Administrating Program
Title I: Adult, Dislocated Worker, Youth Formula Programs Trade Adjustment Assistance (TAA) Community Services Block Grant (CSBG) Employment and Training Programs	WIOA Title 1 - Adult, Dislocated Worker and Youth Programs Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 US. 2271) Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i>)	Bell- Whitley CAA
		Big Sandy Area CAP
		Daniel Boone CAA
		Gateway CSO
		Harlan CCAA
		KCEOC CAP
		LKLP CAC
		Middle Kentucky CAP
		Northeast KY CAA
Title II: Adult Education and Family Literacy	WIOA Title II, Adult Education and Family Literacy (WIOA 121(b)(1)(B)(iii)) – Title II	Office of Adult Education
Title III: Wagner-Peyser Act Programs	Title III, Wagner-Peyser Act Programs (29 USC 49)	Career Development Office
Jobs for Veterans State Grants (JVSG)	Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)	
Unemployment Insurance (UI)	Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141)	
Title IV: Rehabilitation Services	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)	Office of Vocational Rehabilitation
Title V: Senior Community Services Employment Program (SCSEP)	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)	Big Sandy Area CAP
		Goodwill of Kentucky
		Kentucky River Area Development District
Carl D. Perkins Career & Technical Education Act Post-Secondary Programs	Career & Technical Education Programs – Postsecondary Education - Carl D. Perkins Vocational and Applied Technology Act (20 USC 2301)	Big Sandy CTC
		Hazard CTC
		Southeast Kentucky CTC
Title I: Job Corps	WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)	Frenchburg Job Corps Civilian Conservation Center
Title I: Indian and Native American Programs	WIOA Title 1 - Native American Programs (29 USC 29 2911, 29 USC 2919)	Council of Three Rivers American Indian Center, Inc.*

Not Applicable	WIOA Title I – Youthbuild – WIOA Section 171	Not Applicable
Second Chance Act of 2007	Second Chance Act of 2007 programs, authorized under section 212 (42 USC 17532)	SAMHSA, Office of Drug Control Policy, KORE, EKCEP Recovery and Reentry
Not Applicable	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)	Not Applicable
Not Applicable	Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121 (b) (1)(B)(xi))	Not Applicable
Temporary Assistance for Needy Families (TANF)	Social Security Act – Part A, Title IV (TANF) (42 U.S.C. 601 <i>et seq.</i>), subject to paragraph (C)	Department for Community-Based Services (DCBS)

* Not present in EKCEP LWDA, but invited to monthly One-Stop Meetings

LWDA's KCC System consists of 12 KCCs, including:

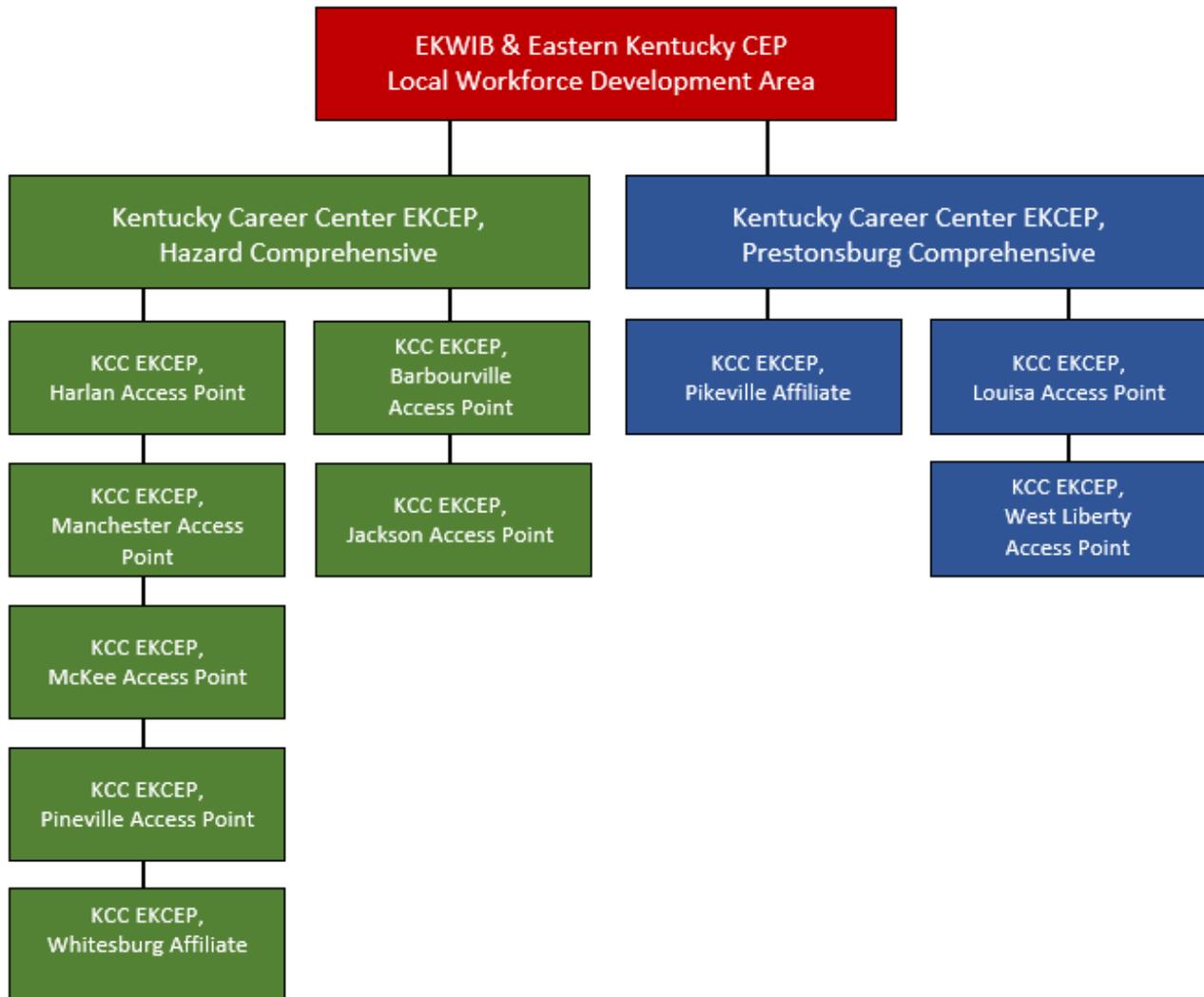
Location Code	Kentucky Career Center Name	Address	Center Category	KCC Manager and/or Contact
01	KCC, Hazard	412 Roy Campbell Drive, Hazard, KY 41701	Comprehensive	Abby Little, One Stop Operator or Allison Brown, WIOA Director
02	KCC, Prestonsburg	686 North Lake Drive, Prestonsburg, KY 41653	Comprehensive	Renny Hall, One Stop Operator or Trina Allen, CDO Regional Manager
03	KCC, Harlan	319 Camden Street, Harlan, KY 40831	Access Point	Jill Blevins, WIOA Director
04	KCC, Manchester	1535 Shamrock Road, Manchester, KY 40962	Access Point	JoAnn Nolan, WIOA Director
05	KCC, McKee	5748 Highway 290, McKee, KY 40447	Access Point	Alesia Brewer, Career Advisor
06	KCC, Pikeville	138 College Street, Pikeville, KY 41501	Affiliate	Renny Hall, One Stop Operator or Kathy Howell, Career Advisor
07	KCC, Pineville	129 N. Pine Street, Pineville, KY 40977	Access Point	Samuel Lawson, WIOA Director
08	KCC, Whitesburg	417 HWY 2034, Whitesburg, KY 41858	Affiliate	Abby Little, One Stop Operator or Becky Bowling, Career Advisor
09	KCC, Barbourville	464 Court Square, Barbourville, KY 40906	Access Point	Ali Hill, WIOA Director
10	KCC, Jackson	500 Brown Street, Jackson, KY 41339	Access Point	Hope Moore, WIOA Director
11	KCC, Louisa	180 Bulldog Lane, Louisa, KY 41230	Access Point	Bonnie Conn, WIOA Director
12	KCC, West Liberty	151 University Drive, West Liberty, KY 41472	Access Point	Valrey Easterling, WIOA Director

Note: KCC locations and access points may be added/ adjusted in response to customer (job seeker/ employer) and community needs.

B. Administrative Structure – Attachment C

		Entity Name & Contact	Address	Email
1.	State Workforce Agency	Department of Workforce Development Michael Yoder, Interim Commissioner	500 Mero Street Frankfort, KY 40601	michael.yoder@ky.gov
2.	LDWB Director and Board Support Staff	EKCEP Rebecca Miller	100 Airport Gardens Road, Suite 300 Hazard, KY 41701	bmiller@ekcep.org
3.	Fiscal Agent	EKCEP	100 Airport Gardens Road, Suite 300 Hazard, KY 41701	
4.	Chief Elected Official	EKEP EKCEP Board of Directors Gilbert Holland	100 Airport Gardens Road, Suite 300 Hazard, KY 41701	
5.	KCC Operator	KCC, Hazard Abby Little	398 Roy Campbell Drive, Hazard, KY 41701	a.little@klp.net
		KCC, Prestonsburg Renny Hall	686 North Lake Drive, Prestonsburg, KY 41653	rhall@basca.org

KCC EKCEP One-Stop Delivery System



Required Partner Services

ATTACHMENT E

Entity Administering Program (from Attachment A)	Required Partner(s)	KCC/ One-Stop Services (Enter Number from Attachment K)			Service Delivery Method (Attachment K)	Location Code (Attachment B)
		Career	Training	Employer		
Bell-Whitley CAA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-11, 13-17	Items# 1-3, 5-7, 9	Items #1-8	FT	07
Big Sandy ACAP	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs; Title V: SCSEP	Items #1-4, 6, 8, 10-13, 15-17	Items # 1-5, 7 ,9	Items #1-8	FT	02, 06
Daniel Boone CAA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items #1-9	Items #1-8	FT	04, 05
Gateway CSO	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items #1-9	Items #1-8	FT, T, B, P, C, C/Off	12
Harlan CCAA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items #1-9	Items #1-8	FT, B, P, C/OFF, T	03
KCEOC CAP	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-6,8-13, 16-17	Items #1-7 ,9	Items #1-8	FT, T, B, P	09
LKLP CAC	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items #1-9	Items #1-8	FT	01, 08
Middle KY CAP	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items #1-5, 7, 9	Items #1-8	FT, T, A, B, P	10
Northeast KY CAA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items #1-3, 5-6, 7, 9	Items #1-8	FT	11
Kentucky Adult Education	Title II: Adult Education and Family Literacy	Items #2, 3,8, 10-13, 15, 17	Items #1, 3, 5, 7,-9	Items #4, 5, 8	PT	01, 02, 03, 07
Career Development Office	Title II: Wagner-Peyser; JSVG; TRA	Items #1-5, 7-14, 15-17	Items # 1, 4, 5, 7	Items # 1-4, 6-8	FT, PT	01, 02
Office of Vocational Rehabilitation	Title IV: Rehabilitation Services	Items #1-7, 10, 12-13, 15-17	Items #1-5, 7, 8	Items #1-2, 4, 7-8	FT	01, 02, 04, 06, 08
Goodwill of KY	Title V: SCSEP	Items #1-5, 7, 8, 10-17	Items #1-3, 5, 7, 9	Items #1, 3, 4, 5, 7	T, A, B, P	01, 03, 04, 05, 07

Kentucky River Area Development District	Title V: SCSEP	Items #1-4, 7, 11, 13	Item #2	Item #1	T, A, B, P	01, 02, 08, 10
Big Sandy Community & Technical College	Carl D. Perkins Career & Technical Education Act Post-Secondary		Items #1,3,5,8,9	Items # 1,5,7	T, A, B, P	02, 06
Hazard Community & Technical College	Carl D. Perkins Career & Technical Education Act Post-Secondary	Items #4, 6c, 8, 10, 15	Items# 1-3, 5, 7-9	Items #1,2,4,5,7	PT; C/OFF	01
Southeast Kentucky Community & Technical College	Carl D. Perkins Career & Technical Education Act Post-Secondary		Items #1-9	Items #1-7	T, A, B, P	03,07,08,09
Frenchburg Job Corps Civilian Conservation Center	Title I: Job Corps	Items #1-8, 10, 11, 13, 14, 15, 17	Items #1-3, 5, 7-9	Items #1-7, 11	FT, C, T, A, B, P	12
Council of Three Rivers American Indian Center, Inc.	Title I: Indian and Native American Programs					
Department for Community-Based Services	TANF					

Required Partner Services: The table above 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.

The Kentucky Career Center Comprehensive and Affiliate centers have organized their service delivery and management into three functional teams. These three functional teams provide a structure for all aspects of the career centers, including referral. These three teams are: 1) Business/Employer Solutions Functional Team (BESFT), 2) Job Seeker Solutions Functional Team (JSSFT), and 3) Center Management Functional Team (CMFT).

BESFT members serve as the point of contact for business/employer customers and refer job seekers as appropriate.

JSSFT members provide referrals to and coordinate activities with other programs and services within the Kentucky Career Center One-Stop Delivery System. Since each Kentucky Career Center location differs in the partners available, members coordinate these referrals based on the center's functional organizational structure and each partner's preferences.

For partners housed within the KCC, members provide access by utilizing the KCC referral form and performing a warm hand-off to the partner representative who is physically present. When a customer needs a referral to a partner outside of the center, the member ensures access by establishing a direct linkage through technology.

This direct linkage consists of making a direct connection to a program staff member who can provide meaningful information or services, such as a phone call or real-time web-based communication. In line with this requirement, members take active steps to connect the customer directly with the partner agency representative, for instance, by initiating the call or establishing the appointment for the client. This process ensures that access is actively facilitated, rather than simply providing the customer with a phone number, website, or pamphlet and making the connection their responsibility.

The One-Stop Operating Budget and Infrastructure Funding Agreement (IFA) shall determine how the EKWIB and WIOA one-stop partners will fund the infrastructure costs and additional delivery system costs at two Comprehensive Career Centers and two Affiliate Career Centers in the EKCEP LWDA, as outlined above. The EKWIB, EKCEP Chief Local Elected Official, and WIOA one-stop partners agree on the methods of calculating the amounts that each partner will contribute to the one-stop infrastructure funding, as described herein. The One-Stop Budget and IFA for the three KCC locations were prepared under the guidelines established in the OMB/Circulars/Common Rule and the One-Stop Comprehensive Financial Management Technical Assistance Guide. The standards contained in the cost principles, budgetary structures, and Generally Accepted Accounting Principles (GAAP) were combined to identify the direct and common characteristics of each expenditure category.

The costs in the IFA are infrastructure costs and additional delivery system costs that are shared jointly with the partners in the MOU/IFA. The WIOA one-stop partner program's proportional share of funding has been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200.306 based upon a reasonable cost allocation methodology whereby infrastructure costs are charged to each partner in proportion to relative benefits received and have been determined to be allowable, necessary, and allocable. The cost allocation bases utilized in the IFAs are square footage. EKWIB staff worked with WIOA partner leadership to obtain direct and common space square footage and shared cost information for the career centers included in the IFA.

The IFA will be documented and reconciled quarterly.

For submission purposes, the proportionate share for all partners is calculated based on space utilization as outlined in the Infrastructure Funding Agreement (IFA). As the IFA serves as a working/living space, appropriate allocation methodology adjustments will be made to update partner/staffing levels, lease agreements/updates, new or discontinued programs, etc.

The parties to this MOU agree to communicate openly and directly, and every effort will be made to resolve any problems or disputes cooperatively. The following guidance is provided to support a unified, collaborative approach to dispute resolution:

1. Consensus Decision-Making

The KCC Operators, Leadership Team, and Partners agree to utilize a consensus-oriented, decision-making process whenever possible for all major decisions regarding center operations.

2. Center-level Dispute Resolution Procedures

For disputes that cannot be resolved through communication between the parties, the following procedure will be initiated:

- a) Disputes at the center will be resolved through partner communication and, if needed, with the support of the KCC Operator.
- b) If a partner is not satisfied with the outcome, that partner can provide additional information and request re-examination of the issue to the KCC Operator; the operator will respond to the partner within fourteen (14) business days.
- c) If the partner continues to be dissatisfied with the response/outcome, the issue will be referred to the local Workforce Investment Innovation Board Director and, if needed, the Chairperson to assist with dispute resolution.

Career Services: The Career Services offered through the KCC include:

Career services include those services requiring minimal staff assistance and services requiring more staff involvement. They are generally provided to individuals unable to find employment through basic career services and deemed to need more concentrated services to obtain employment or who are employed but deemed to need more focused services to obtain or retain employment that allows for self-sufficiency.

1. **Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the criteria set by an agency or program to decide if the individual qualifies for participation.
2. **Outreach, Intake, and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the Kentucky Career Center (KCC), affiliate, or self-service location.
3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications, experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for the individual.

5. **Employment Statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see Kentucky LMI, <https://kystats.ky.gov/> . The local WIB Data Specialist will also be a resource in this area.
6. **Eligible Provider Performance and Program Cost Information:** Collect and provide information on:
 - A. Eligible training service providers (described in WIOA Section 122).
 - B. Eligible youth activity providers (described in WIOA Section 123).
 - C. Eligible adult education providers (described in WIOA Title II).
 - D. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 2301).
 - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area's recent performance measure outcomes.
8. **Supportive Services' Information:** Collect and provide information on services such as transportation, childcare, dependent care, and housing that are necessary to enable an individual to participate in employment and training activities.
9. **Unemployment Compensation/Insurance Support Services:** General information on filing an Unemployment Insurance (UI) claim; access to telephone, online, and/or email resources for technical UI support and troubleshooting.
10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and financial aid assistance for training and education programs available in the local area.
11. **Follow-Up Services:** Services provided to participants placed in unsubsidized employment, for not less than 12 months after the first day of the employment. These services assist those individuals in maintaining employment or qualify for promotions with that employment.
12. **Comprehensive and Specialized Assessments:** A closer look at the skills levels and service needs that may include:

- A. Diagnostic Testing and use of other assessment tools; and
 - B. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
13. **Individual Employment Plan Development:** We work with individuals to identify their employment goals, the appropriate achievement objectives, and the proper combination of services to help them achieve those goals.
 14. **Group Counseling**
 15. **Individual Counseling and Career Planning**
 16. **Case Management:** For participants who receive training services under WIOA Section 134(d)(4).
 17. **Short-Term Prevocational Services:** These can include the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training.

Training Services: Training Services offered through the KCC include:

Services offered through a training provider help individuals upgrade their skills, earn degrees and certifications, or otherwise enhance their employability through learning and education.

Types of training services include:

1. **Occupational Skills Training:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.
2. **On-the-Job Training (OJT):** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee often calculated based on a percentage of the trainee's wages.
3. **Workplace and cooperative education:** Programs that combine workplace training with related instruction which may include cooperative education programs.
4. **Training programs operated by private sector.**
5. **Skills upgrading and retraining:** Courses that prepare people for entrance into a new occupation through instruction in new and different skills demanded

by technological changes. These courses train incumbent workers in specific skills needed by those businesses or industries that lead to potential career growth and increased wages. This includes courses that develop professional competencies relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certificate or credential.

6. Entrepreneurial training.

7. Job-readiness training.

8. Adult Education programs: Services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic education skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-on-one instruction, coursework, or workshops that provide direction for the development and ability to read, write, and speak in English, compute, and solve problems, at proficiency levels necessary to function in society or on the job.

9. Customized training: Training that is designed to meet the special requirements of an employer or group of employers and that is conducted with a commitment by the employer to employ an individual upon successful completion of the training and for which the employer pays for a portion of the cost of training.

Employer Services: KCC services offered to employers include:

Kentucky's workforce programs are designed to meet employers' needs in relation to their region's economic needs. A qualified, adaptable labor market is the primary objective for workforce development in Kentucky. The local Kentucky Career Center Business/Employer Solutions Functional Team (BESFT), Kentucky Career Center Business/Employer Service Team (BEST) coordinates, promotes, conducts outreach, and/or provides access to workforce partners and resources designed for employer customers. The following are examples of Employer Services provided:

1. **Employer needs assessment:** Evaluation of employer needs, particularly future hiring and talent needs.
2. **Job posting:** Receiving and filling of job openings; searching resumes; providing access to a diverse labor pool.
3. **Applicant pre-screening:** Assessing candidates according to the employer's requirements and hiring needs; referring candidates based on their knowledge, skills, and abilities relative to the employer's requirements.

4. **Recruitment and placement assistance:** Raising awareness of employers and job openings and attracting individuals to apply for employment at a hiring organization. Specific activities may include posting employer announcements, provision of job applications, and hosting job fairs and mass recruitment.
5. **Training assistance:** Providing training resources to enable employers to upgrade employee skills, introduce workers to new technology, or to help employees transition into new positions. Examples include the following: work-based training, classroom training, On-the-Job Training, Incumbent Worker Training, cohort training, etc.
6. **Labor Market Index (LMI) information and analysis:** Access to information on labor market trends, statistics, and other data related to the economy, wages, industries, etc.
7. **Employer information and referral:** Provision of information on topics of interest to employers such as services available in the community, local training providers, federal laws and requirements, tax information, apprenticeship programs, human resource practices, alien labor certification, incentive programs such as WOTC or the federal bonding program, etc.
8. **Rapid Response and Layoff Aversion:** Provision of services to prevent downsizing or closure, or to assist during layoff events. Strategies may include incumbent worker training to avert lay-offs, financing options, employee ownership options, placement assistance, worker assessments, establishment of transition centers, labor-management committees, peer counseling, etc.

Service Delivery Codes:

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

INFRASTRUCTURE FUNDING AGREEMENT

AUTHORITY AND SIGNATURE PAGE

One completed, signed, and dated Authority and Signature page is required for each Party's signatory official.

By signing my name below, I certify that I have reviewed all elements and terms of this Infrastructure Funding Agreement (IFA) and agree that this IFA accurately reflects the agreement reached between parties. All of my questions have been discussed and answered satisfactorily.

My signature below certifies my understanding of, and agreement with, the elements and terms of this IFA contained within:

- ❖ The Local Kentucky Career Center Operations Memorandum of Understanding (MOU)
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA

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

- ❖ The MOU
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA

Gilbert Holland

Gilbert Holland (Jun 24, 2025 09:01 EDT)

Signature

06/24/25

Date

Gilbert Holland, Chairman

Printed Name and Title

EKCEP Chief Elected Official

Agency Name

gilbertholland@gmail.com

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

AUTHORITY AND SIGNATURE PAGE

One completed, signed, and dated Authority and Signature page is required for each Party's signatory official.

By signing my name below, I certify that I have reviewed all elements and terms of this Infrastructure Funding Agreement (IFA) and agree that this IFA accurately reflects the agreement reached between parties. All of my questions have been discussed and answered satisfactorily.

My signature below certifies my understanding of, and agreement with, the elements and terms of this IFA contained within:

- ❖ The Local Kentucky Career Center Operations Memorandum of Understanding (MOU)
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA

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

- ❖ The MOU
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA

Keith Gabbard

Keith Gabbard (Jun 23, 2025 15:09 EDT)

Signature

06/23/25

Date

Keith Gabbard, Chairman

Printed Name and Title

East Kentucky Workforce Innovation Board (EKWIB)

Agency Name

keith.gabbard@prtc.org

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

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- ❖ The IFA

Rebecca Miller

Rebecca Miller (Jun 23, 2025 10:13 PDT)

Signature

06/23/25

Date

Rebecca Miller, Executive Director

Printed Name and Title

Eastern Kentucky C.E.P., Inc.

Agency Name

bmill@ekcep.org

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

AUTHORITY AND SIGNATURE PAGE

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- ❖ The IFA

Wanda Thacker

Wanda Thacker (Jun 23, 2025 14:44 EDT)

Signature

06/23/25

Date

Wanda Thacker, Executive Director

Printed Name and Title

Big Sandy ACAP, Inc.

Agency Name

wthacker@bsacap.org

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

AUTHORITY AND SIGNATURE PAGE

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06/23/25

Signature

Date

Tawny Acker, Executive Director

Printed Name and Title

LKLP CAC, Inc.

Agency Name

t.acker@lklp.net

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

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- ❖ The IFA

Robert Pallay

Robert Pallay (Jun 23, 2025 15:52 EDT)

Signature

06/23/25

Date

Robert Pallay, Center Director

Printed Name and Title

Frenchburg Job Corps

Agency Name

robert.k.pallay@usda.gov

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

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- ❖ The IFA



06/23/25

Signature

Date

Sonya Johnson, Senior Program Manager

Printed Name and Title

Goodwill Industries of Kentucky

Agency Name

sonya.johnson@goodwillky.org

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

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- ❖ The IFA

Michelle Allen

06/26/25

Signature

Date

Michelle Allen, Executive Director

Printed Name and Title

Kentucky River Area Development District

Agency Name

michelle@kradd.org

Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

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- ❖ The IFA

Samuel Todd Brand, Ph.D.

06/23/25

Signature

Date

Todd Brand, Interim President

Printed Name and Title

Big Sandy Community & Technical College

Agency Name

todd.brand@kctcs.edu

Agency Contact Information

EKCEP Attachment A WIOA_MOU_IFA 6.23.25

Final Audit Report

2025-06-26

Created:	2025-06-23
By:	Tonya Collins (tcollins@ekcep.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqwhDx6MBnllsQWByL_x4lphbeS-vHo

"EKCEP Attachment A WIOA_MOU_IFA 6.23.25" History

-  Document created by Tonya Collins (tcollins@ekcep.org)
2025-06-23 - 4:59:45 PM GMT
-  Document signing automatically delegated to Eric Sims (e.sims@lklp.net) by Tawny Acker (t.acker@lklp.net)
2025-06-23 - 4:59:59 PM GMT
-  Document emailed to Gilbert Holland (gilbertholland@gmail.com) for signature
2025-06-23 - 4:59:59 PM GMT
-  Document emailed to Keith Gabbard (keith.gabbard@prtc.org) for signature
2025-06-23 - 4:59:59 PM GMT
-  Document emailed to Craig Brock (cbrock@bellwhitley.com) for signature
2025-06-23 - 4:59:59 PM GMT
-  Document emailed to Wanda Thacker (wthacker@bsacap.org) for signature
2025-06-23 - 5:00:00 PM GMT
-  Document emailed to Robin Whitaker (robin.whitaker@danielboonecaa.org) for signature
2025-06-23 - 5:00:00 PM GMT
-  Document emailed to Martina Roe (martina.roe@gatewaycaa.org) for signature
2025-06-23 - 5:00:00 PM GMT
-  Document emailed to Donna Pace (dpace@harlancountycaa.com) for signature
2025-06-23 - 5:00:00 PM GMT
-  Document emailed to Paul Dole (pdole@kceoc.com) for signature
2025-06-23 - 5:00:00 PM GMT
-  Document emailed to Eric Sims (e.sims@lklp.net) for signature
2025-06-23 - 5:00:01 PM GMT

-  Document emailed to Tawny Acker (t.acker@lklp.net) for signature
2025-06-23 - 5:00:01 PM GMT
-  Document emailed to Beth Spencer (middlekyed@mkcap.org) for signature
2025-06-23 - 5:00:01 PM GMT
-  Document emailed to Victoria Greene (victoria.greene@nkcaa.net) for signature
2025-06-23 - 5:00:01 PM GMT
-  Document emailed to Todd Brand (vmurphy0001@kctcs.edu) for signature
2025-06-23 - 5:00:01 PM GMT
-  Document emailed to Jennifer Lindon (jennifer.lindon@kctcs.edu) for signature
2025-06-23 - 5:00:02 PM GMT
-  Document emailed to Patsy Jackson (patsy.jackson@kctcs.edu) for signature
2025-06-23 - 5:00:02 PM GMT
-  Document emailed to Robert Pallay (robert.k.pallay@usda.gov) for signature
2025-06-23 - 5:00:02 PM GMT
-  Document emailed to Rebecca Miller (bmiller@ekcep.org) for signature
2025-06-23 - 5:00:02 PM GMT
-  Document emailed to Sonya Johnson (sonya.johnson@goodwillky.org) for signature
2025-06-23 - 5:00:03 PM GMT
-  Document emailed to Michelle Allen (michelle@kradd.org) for signature
2025-06-23 - 5:00:03 PM GMT
-  Email viewed by Craig Brock (cbrock@bellwhitley.com)
2025-06-23 - 5:00:49 PM GMT
-  Email viewed by Sonya Johnson (sonya.johnson@goodwillky.org)
2025-06-23 - 5:01:29 PM GMT
-  Email viewed by Donna Pace (dpace@harlancountycaa.com)
2025-06-23 - 5:06:19 PM GMT
-  Email viewed by Wanda Thacker (wthacker@bsacap.org)
2025-06-23 - 5:08:32 PM GMT
-  Email viewed by Robert Pallay (robert.k.pallay@usda.gov)
2025-06-23 - 5:09:59 PM GMT
-  Document e-signed by Donna Pace (dpace@harlancountycaa.com)
Signature Date: 2025-06-23 - 5:11:39 PM GMT - Time Source: server

-  Email viewed by Rebecca Miller (bmiller@ekcep.org)
2025-06-23 - 5:12:23 PM GMT
-  Document e-signed by Rebecca Miller (bmiller@ekcep.org)
Signature Date: 2025-06-23 - 5:13:08 PM GMT - Time Source: server
-  Email viewed by Jennifer Lindon (jennifer.lindon@kctcs.edu)
2025-06-23 - 5:23:38 PM GMT
-  Email viewed by Michelle Allen (michelle@kradd.org)
2025-06-23 - 5:38:55 PM GMT
-  Email viewed by Beth Spencer (middlekyed@mkcap.org)
2025-06-23 - 5:51:25 PM GMT
-  Document e-signed by Wanda Thacker (wthacker@bsacap.org)
Signature Date: 2025-06-23 - 6:44:46 PM GMT - Time Source: server
-  Email viewed by Keith Gabbard (keith.gabbard@prtc.org)
2025-06-23 - 7:00:03 PM GMT
-  Email viewed by Todd Brand (vmurphy0001@kctcs.edu)
2025-06-23 - 7:00:14 PM GMT
-  Document e-signed by Keith Gabbard (keith.gabbard@prtc.org)
Signature Date: 2025-06-23 - 7:09:01 PM GMT - Time Source: server
-  Document e-signed by Todd Brand (vmurphy0001@kctcs.edu)
Signature Date: 2025-06-23 - 7:44:36 PM GMT - Time Source: server
-  Document e-signed by Robert Pallay (robert.k.pallay@usda.gov)
Signature Date: 2025-06-23 - 7:52:03 PM GMT - Time Source: server
-  Document e-signed by Jennifer Lindon (jennifer.lindon@kctcs.edu)
Signature Date: 2025-06-23 - 8:29:24 PM GMT - Time Source: server
-  Document e-signed by Tawny Acker (t.acker@lklp.net)
Signature Date: 2025-06-23 - 8:41:14 PM GMT - Time Source: server
-  Document e-signed by Sonya Johnson (sonya.johnson@goodwillky.org)
Signature Date: 2025-06-23 - 9:05:03 PM GMT - Time Source: server
-  Email viewed by Gilbert Holland (gilbertholland@gmail.com)
2025-06-23 - 9:09:28 PM GMT
-  Email viewed by Robin Whitaker (robin.whitaker@danielboonecaa.org)
2025-06-23 - 10:31:00 PM GMT

 Email viewed by Paul Dole (pdole@kceoc.com)

2025-06-24 - 1:37:42 AM GMT

 Email viewed by Martina Roe (martina.roe@gatewaycaa.org)

2025-06-24 - 12:10:37 PM GMT

 Document e-signed by Gilbert Holland (gilbertholland@gmail.com)

Signature Date: 2025-06-24 - 1:01:08 PM GMT - Time Source: server

 Email viewed by Victoria Greene (victoria.greene@nkcaa.net)

2025-06-24 - 1:58:14 PM GMT

 Document e-signed by Victoria Greene (victoria.greene@nkcaa.net)

Signature Date: 2025-06-24 - 1:59:03 PM GMT - Time Source: server

 Email viewed by Patsy Jackson (patsy.jackson@kctcs.edu)

2025-06-24 - 5:21:53 PM GMT

 Signer Patsy Jackson (patsy.jackson@kctcs.edu) entered name at signing as Dr. Patsy Jackson

2025-06-24 - 7:37:19 PM GMT

 Document e-signed by Dr. Patsy Jackson (patsy.jackson@kctcs.edu)

Signature Date: 2025-06-24 - 7:37:21 PM GMT - Time Source: server

 Email viewed by Craig Brock (cbrock@bellwhitley.com)

2025-06-24 - 8:15:24 PM GMT

 Document e-signed by Craig Brock (cbrock@bellwhitley.com)

Signature Date: 2025-06-24 - 8:18:10 PM GMT - Time Source: server

 Document e-signed by Paul Dole (pdole@kceoc.com)

Signature Date: 2025-06-24 - 8:23:47 PM GMT - Time Source: server

 Email viewed by Martina Roe (martina.roe@gatewaycaa.org)

2025-06-25 - 0:11:35 AM GMT

 Document e-signed by Martina Roe (martina.roe@gatewaycaa.org)

Signature Date: 2025-06-25 - 0:13:20 AM GMT - Time Source: server

 Signer Beth Spencer (middlekyed@mkcap.org) entered name at signing as Beth A Spencer

2025-06-25 - 1:07:42 PM GMT

 Document e-signed by Beth A Spencer (middlekyed@mkcap.org)

Signature Date: 2025-06-25 - 1:07:44 PM GMT - Time Source: server

 Email viewed by Robin Whitaker (robin.whitaker@danielboonecaa.org)

2025-06-25 - 8:06:00 PM GMT

 Document e-signed by Robin Whitaker (robin.whitaker@danielboonecaa.org)

Signature Date: 2025-06-25 - 8:08:08 PM GMT - Time Source: server

 Email viewed by Michelle Allen (michelle@kradd.org)

2025-06-26 - 5:45:11 PM GMT

 Document e-signed by Michelle Allen (michelle@kradd.org)

Signature Date: 2025-06-26 - 5:47:05 PM GMT - Time Source: server

 Agreement completed.

2025-06-26 - 5:47:05 PM GMT