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

Kentucky Career Center (One-Stop) Operations
South Central Workforce Development Board (SCWDB)

2025-2028

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

Local Workforce Development Area: South Central Kentucky

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 South Central Kentucky Workforce Area (Allen, Barren, Butler, Edmonson, Hart, Logan, Metcalfe, Monroe, Simpson, and Warren Counties) as required under the Workforce Innovation and Opportunity Act (WIOA).

WHEREAS, WIOA Section 121 (c) requires the South Central Workforce Development Board (SCWDB), 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 the SCWDB'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 local area to enter into a Memorandum of Understanding with the SCWDB 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 activities 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 SCWDB area are required partners under WIOA Section 121(b)(1).

WHEREAS, Per WIOA Section 121(a)(1) both required and additional partners are included as parties to the parties to the MOU. Therefore, all entities that participate in the SCWDB'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.

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, guidance, policies, plans, and the terms of this MOU.

B. **Chief Elected Official:** 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 Section107(c)(1)(B).

C. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocatedworkers through the KCC delivery system in each local area. The career services that must be provided as part ofthe KCC delivery system are listed in WIOA Section 134(c)(2).

D. **Cost Allocation:** Per 66 CFR 29639-29646, 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 Section107 (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 Innovation 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. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the KCC by partner programs of such things 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. WIOA121(c)(2)(A)(ii)(I).

K. **Local Area:** A local workforce investment 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 SCWDB and the CEO approve that, may be included as a KCC partner in the local area.

N. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, 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, regulation, 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 costs for operating the KCC system. This can include “in-kind” contributions from third parties to partner programs. The SCWDB, CEO and KCC partners may fund the infrastructure costs of KCCs through methods agreed on by the SCWDB, 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 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 Act (WIOA) 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

V. 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

W. 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 needs in consideration of performance standards per WIOA Section 116.

X. **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. The SCWDB is 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) lists the services and activities that must be provided through the KCC delivery system. The SCWDB, entrusted with the oversight of the KCC delivery system in the local area by WIOA Section 107(d), is 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 SCWDB'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

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 otherwise 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 the funds made available to each Partner's program to the extent not consistent 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).

1. 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).

2. Participate in the operation of the KCC system by the terms of this MOU and with the participants of authorizing laws per WIOA Section 121(b)(1)(B).

3. Required Partners must provide representation of 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 SCWDB 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 SCWDB. One entity may provide representation on the SCWDB 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 priority of service to veterans and covered spouses for any qualified job training program pursuantto the Jobs for Veterans Act as prescribed in 38 USC 4215.W

2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, guidance, policies and plans applicable to parties in their respective roles under this MOU and as consistent with each Partner's program regulations. Each Partner expressly agrees to notify the SCWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU, SCWDB 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 that 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 following methods detailed in Attachment G.

Article VI: Resource Sharing/Infrastructure Funding

A. **Kentucky Career Center Resource Sharing/Infrastructure Funding Requirements:**

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the KCCservice 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. 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 that are 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: See Attachment H.

b. Treatment of Costs Chargeable to More than One Partner Program: See Attachment I.

D. **Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in the KCC Budget Planning and Reconciliation Document 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 actuals costs to budgeted costs. SCWDB will 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 . Authorized representatives of SCWDB, the CEO, and all affected partners will sign an amendment for this purpose. Once the amendment is fully executed, SCWDB will ensure all partners receive a copy of the revised budget.

3. Any time the KCC Budget Planning and Reconciliation Document is modified, the SCWDB will 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 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 SCWDB and partners. However, any partner may terminate its participation as a party to this MOU upon thirty (30) days' written notice to the SCWDB. In such an event, the SCWDB 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 termination 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

E. the SCWDB 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 SCWDB 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 SCWDB, 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 SCWDB, and 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 SCWDB 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.

   f. The signature of the requesting party's authorized representative.

2. If the request is approved, the SCWDB 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 the

3. SCWDB. Failure by a party to respond within the prescribed timeframe will be deemed the party's approval of the proposed changes.

4. If a remaining party has questions and/or concerns regarding the proposed amendment, it must list them in writing and submit the list to the SCWDB within the specified timeframe.

5. SCWDB 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 SCWDB 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.

6. Authorized representatives of the affected partners will sign the final, approved amendment draft, which will be submitted to SCWDB for the final signature.

7. Upon execution, SCWDB 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 SCWDB's KCC service delivery system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the 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 SCWDB, 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. 49l-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;

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 SCWDB'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 SCWDB 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 issues(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 this 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.** As stated in Article III B 1 states that each party agrees to provide priority service to veterans and covered spouses for any qualified job training program pursuant to 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), and independent contractors, and field staff associated with this MOU agree to comply with 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 while 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 includes 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 XII: 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 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 and the same agreement.

Signature Page Follows

The remainder of the Page Intentionally Left Blank

MEMORANDUM OF UNDERSTANDING
FOR

Local Workforce Development Area: South Central Kentucky

KENTUCKY CAREER CENTER OPERATIONS

Signature Page

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

[Chief Elected Official]

Tim Flener, Judge Executive, Butler County

tim flener 09/28/2026

Signature Date

[LWDB Chairperson]

Treva Shirley, Chairman, South Central Workforce Development Board

Treva J. Shirley 09/25/2026

Signature Date

[LWDB President & CEO]

Jon Sowards, President & CEO, South Central Workforce Development Board

Jon Sowards 09/25/2026

Signature Date

[Partner Agency]

Katie Houghlin, Career Development Office

Katie Houghlin (Jun 27, 2025 22:34 EDT)

Signature Date

[Partner Agency]

Matt Bacon, Executive Director, Career Team

Matt Bacon 09/28/2026

Signature Date

[Partner Agency]

Cora McNabb, Office of Vocational Rehabilitation

Cora McNabb
Cora McNabb (Jun 30, 2025 09:10 EDT)

Signature Date

[Partner Agency]

John Gregory, Adult Education

John C. Gregory
John C. Gregory (Jun 27, 2025 17:45 EDT)

Signature Date

[Partner Agency]

James Link, Education and Labor Cabinet

Jamie Link
Jamie Link (Jun 27, 2025 16:28 EDT)

Signature Date

[Partner Agency]

Cynthia Verjeda, Director, Employment & Training Programs, MET, Inc.

10/08/2026

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

Parties to the Agreement	**ATTACHMENT A**

LWDB	South Central Kentucky Workforce Board
Chief Elected Officer Name	Tim Flener

Required Partners

Partner Name	Program	Program Authority
Career Team	WIOA Title I – Adult, Dislocated Worker and Youth Programs One-Stop Operator	WIOA Title I – Adult, Dislocated Worker, and Youth Programs
KY Career Development Office (CDO)	WIOA Title III – Wagner-Peyser Veterans' Workforce Programs Reemployment Services and Eligibility Assessment (RESEA) Program	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49); Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii); Unemployment Insurance (UI) – 5 USC 85) (ORC Chapter 4141)
KY Office of Vocational Rehabilitation	WIOA Title IV – Rehabilitation	Rehabilitation Act, Title 1, Parts A&B – Rehabilitation Services Commission (29 USC 720)
Skills U / KY Adult Education	WIOA Title II	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii) – Title II
Job Corps	Employment and Training for low-income young adults ages 16 through 24 administered by the US Department of Labor	WIOA Title I – Job Corps (29 USC 2881-29000, 29USC 2901)

Kentucky Career Centers- Locations / Access Points **ATTACHMENT B**

Location Code	KY Career Center Name	Address	Center Category	KCC Manager (if applicable)
1	KCC-Bowling Green	803 Chestnut Street Bowling Green, KY 42101	Comprehensive Site	Franklin Garabato
2	KCC Ofc of Vocational Rehabilitation	955 Fairview Avenue #100 Bowling Green, KY 42101	Affiliate Site	Leslie Hudson
3	KCC-Glasgow	221 North Green Street Glasgow, KY 42121	Access Point	Kellie Bass
4	Allen County Adult Education Center	1501 Bowling Green Road Scottsville, KY 42164	Access Point	Leslie Rich
5	Allen County Public Library	106 W. Public Square Scottsville, KY 42164	Access Point	Jamie Malley
6	Barren County Adult Education Center	129 State Ave., Bldg. F Glasgow, KY 42141	Access Point	Teresa Hubbard
7	Butler County Adult Education Center	799 Veterans Way Morgantown KY 42261	Access Point	Amy Smith-Thomas
8	Edmonson County Adult Education Center	100 Park Place Brownsville, KY 42210	Access Point	Penny Poteet
9	Edmonson County Public Library	280 Ferguson Street Brownsville, KY 42210	Access Point	Katie Bullock
10	Hart County Adult Education Center	230 Interstate Plaza Munfordville, KY 42865	Access Point	Joy Srygler
11	Logan County Adult Literacy Center	201 W. 6th Street Russellville, KY 42276	Access Point	Pam Morgan
12	Logan County Good Samaritan Ctr	602 E. 4th Street Russellville, KY 42276	Access Point	Denise McDonald
13	Metcalfe County Bowling Park	1608 W. Stockton Street Edmonton, KY 42129	Access Point	Lisa Boswell
14	Monroe County Adult Education Center	309 Emberton Street Tompkinsville, KY 42167	Access Point	Jamie England
15	Monroe County Public Library	500 W. 4th Street Tompkinsville, KY 42167	Access Point	Monica Edwards
16	Simpson County Adult Education Center	175 Davis Drive Franklin, KY 42134	Access Point	Ray Haddix
17	Simpson County Adult Literacy Center	231 South College Street Franklin, KY 42134	Access Point	Josh Huddy
18	Warren County Adult Education Center	1845 Loop Drive Bowling Green, KY 42101	Access Point	Joda Johnson

Administrative Structure	ATTACHMENT C

		Entity Name & Contact	Address
1.	Chief Elected Official	Tim Flener, Judge Executive, Butler County tim.flener@butlercountyky.gov	PO Box 626 110 N Main St. Morgantown, KY 42261
2.	SCWDB Director and Board Support Staff	Jon Sowards, President/CEO jon@southcentralworkforce.com Brian Becker, VP of Operations and Programs Projects brian@southcentralworkforce.com Leslie Witty, VP of Communication and Outreach leslie@southcentralworkforce.com Jessica Calvert, Quality Control Coordinator jessica@southcentral workforce.com DaRhonda Hawthorne, Office Manager darhonda@southcentralworkforce.com Shannon Gottke, Career Coach shannon@southcentralworkforce.com Laura Torres, Employment Navigator laura@southcentralworkforce.com Sukainah, New American Navigator sukainah@southcentralworkforce.com	2355 Nashville Rd., Ste C101 Bowling Green, KY 42101
3.	Fiscal Agent	Michelle Harris National Able Network Inc. michelle@nationalable.org	567 W. Lake St., Ste 1150 Chicago, IL 60661
4.	KCC/One-Stop Operator	Franklin Garabato One Stop Operator frankgarabato@careerteam.com	803 Chestnut Street Bowling Green, KY 42101

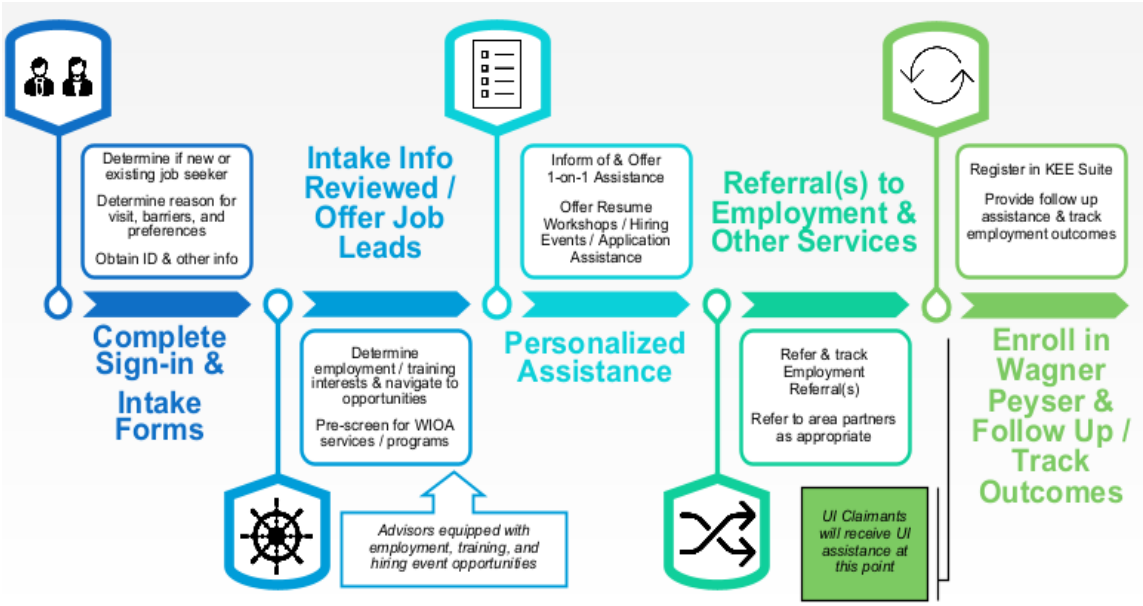
Workflow **ATTACHMENT D**

1. PURPOSE

To promote a smooth, seamless service for all walk-in customers of the Kentucky Career Center-Bowling Green by providing accurate and timely assistance to them through the development of a service delivery strategy that results in quality service and positive outcomes in the development of a skilled workforce. All mandatory partners/functional teams are on-site and fully staffed and will collaborate to ensure the best possible seamless service.

2. PROCEDURE

- Upon arrival to the local office, the Receptionist/front desk staff will greet the customer in a professional manner.
- The Receptionist will quickly assess the reason for the customer's visit based on their completion of the sign-in questionnaire and then refer them as appropriate. If they have an appointment, the appropriate on-site partner agency staff will be informed of the appointment.
- Sign-in at Reception determines the reason for the visit, the customer's holistic workforce goals, needs, and barriers through structured conversational questions. Information which covers the variety of programs/services is offered.
- After determining the customer's individual goals/interests/needs/barriers, they will be referred to the appropriate service/partner. Referrals to multiple partners/programs are encouraged. Staff/team members taking steps to actively connect the customer to partners/programs is also preferred, whenever possible.
- If a customer's needs cannot be effectively addressed through the programs/services onsite at the KCC, staff will assist the customer with identifying services/resources through community partners.
- Upon exiting the KCC, staff will encourage customers to complete a satisfaction survey.



Required Partner Services ATTACHMENT E

The following table identifies the services each required 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 **Attachment L**. The service delivery methods are identified by the codes listed in the KCCServices Document.

Partner Name	Program Name (Attachment A)	KCC/ One-Stop Services from Attachment K			Service Delivery Method Attachment K	Location Code Attachment B
		Career	Training	Employer		
Career Team	WIOA Title I – Adult Dislocated Worker and Youth Programs; Business Services Team; KCC/One-StopOperator	1-8, 10-17	1-9	1-8	FT, PT, T, A, B, P	1-18
KY Career Development Office	WIOA Title III Wagner – Peyser Programs; Veteran's Workforce Programs Reemployment Services and Eligibility Assessment (RESEA) Programs	1-10, 13	7, 9	1-4, 6-8	FT, T, A, B, P	1
KY Office of Vocational Rehabilitation	Vocational Rehabilitation – All services provided are for eligible persons with disabilities.	1-8, 10-17	1-9	1-8	FT, T, A, B	2, 3
KY Adult Education	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II	3, 12	8	3, 5	PT, A, B, P	1-18
Job Corps	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II	3, 12	8	3, 5	PT, A, B, P	1

Additional Partner Services ATTACHMENT F

Additional Partner Services: 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 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.

Partner Name	Program Name (Attachment A)	KCC/ One-Stop Services from Attachment K			Service Delivery Method Attachment K	Location Code Attachment B
		Career	Training	Employer		
Foreign Labor Certification	H2A Program allows employers to hire foreign workers on a temporary basis to perform agricultural work when there are not enough US workers available; administered by the US Department of Labor	1, 5, 7, 8	1, 9	1, 3, 4, 6	FT, T, A	1

Method of Referral **ATTACHMENT G**

If it is determined (during the initial interview and assessment) that assistance and / or services may be provided by a partner agency who is not on-site at the KCC, this form is completed. With the customer's permission, the form is sent directly to the agency's referral point of contact as noted.

Kentucky Career Center
CAREER TRAINING EMPLOYER

Referral

Today's Date: _____ Career Advisor _____

Customer Information

Full Name: _____ Phone: _____

Email: _____

☐ KeeSuite Registered/WP Enrolled ☐ Employed ☐ Unemployed ☐ Military

Agency Partners

☐ **WIOA / Career Team** **Date Referred** _____
tonipalmer@careerteam.com

☐ **Phone /Request for Information** ☐ **Walk-in/Request for Information** ☐ **Declined Employment Services**
Comments
_____

☐ **Vocational Rehabilitation / Office of the Blind** **Date Referred** _____
lesliej.hudson@ky.gov

DOB:_____ Last 4SSN: _____Reported: Impairment:_____

Complete Physical Address: _____

County: _____ Country: _____ Is Primary Domicile Outside US: Yes or No

☐ **Adult Education / SkillsU** **Date Referred** _____
tiffany.deaton@kctcs.edu
Comments_____

☐ **SouthCentral (SKYCTC) or Educational Opportunity** **Date Referred** _____
nikki.holtgraver@kctcs.edu (SKYCTC)
Comments_____

☐ **Kentucky Farm Program** **Date Referred** _____
kcroom@kyfarmprograms.com
Katrina Croom/502-764-1264
Comments _____

☐ **Job Corps** **Date Referred** _____
Sara Barringer
Barringer.Sara@jobcorps.org
Comments _____

Kentucky Career Center
803 Chestnut Street, Bowling Green, KY 42101
Phone: (270) 746-7425 or Fax: (270) 746-7171

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

For submission purposes, the proportionate share for all KCC onsite partners is currently calculated using square footage/ space utilization. Appropriate allocation methodology adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs,etc. Per guidance from the Kentucky Education and Workforce Development Cabinet, the comprehensive IFA will be completed/ stored/ updated via the Commonwealth Share Point site.

Treatment of Costs Chargeable to More than One Partner Program	ATTACHMENT I

For submission purposes, the proportionate share for all partners is currently calculated based on utilization as outlined in Infrastructure Funding Agreement (IFA) completed/submitted via the state's SharePoint site. Appropriate allocation and methodology adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs, etc.

Impasse – Dispute Resolution **ATTACHMENT J**

Impasse- Dispute Resolution

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

A. **Consensus Decision-Making**

The KCC One-Stop Operator (OSO) and on-site Partner Agency Management agree to utilize a consensus-oriented, decision-making process whenever possible for all major decisions regarding center operations.

B. **Center-level Dispute Resolution Procedures**

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

1. Disputes at the center will be resolved through partner-communication and, if needed, with support of the KCC One Stop Operator (OSO).
2. If a partner is not satisfied by the outcome, that partner can provide additional information and request re-examination of the issue to the KCC OSO; the OSO will provide a response to the partner within fourteen (14) business days.
3. If the partner continues to be dissatisfied with the response/outcome, the issue will be referred to the SCWDB and, if needed, the Chairperson to assist with dispute resolution.

Kentucky Career Center Services **ATTACHMENT K**

Career Services: Career Services offered through the KCC include:

Career services include those services requiring minimal staff assistance and services requiring more staff involvement, generally provided to individuals unable to find employment through basic career services and deemed to be in need of more concentrated services to obtain employment; or who are employed but deemed to be in need of more concentrated 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, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs 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 reemployment 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 measures.

8. **Supportive Services' Information:** Collect and provide information on services such as transportation, childcare, dependent care, housing, and need-related payments 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 on financial aid assistance for training and education programs that are available in the local area.

11. **Follow-Up Services:** Services provided to participants who are placed in unsubsidized employment, for not less than 12 months after the first day of employment. These services assist those individuals to maintain 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:** Working with individuals to identify their employment goals, theappropriate achievement objectives, and the appropriate combination of services that will help the individual 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:** Can include 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

Services offered through a training provider to help individuals upgrade their skills, earn degrees and certifications, or otherwise enhancetheir 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 the 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 that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisitionof transferable skills or an industry-recognized certification or credential.

6. **Entrepreneurial training**

7. **Job-readiness training**

8. **Adult Education and KY Skills U 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 educational 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 developmentand ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessaryto 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 successfulcompletion of the training and for which the employer pays for a portion of the cost of training.

Employer Services

Kentucky's workforce programs are designed to meet the needs of employers in relation to the economic needs of their region. A qualified, adaptable labor market is the primary objective for workforce development in Kentucky. The local Kentucky Career Center Business Service Team (BST) 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 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

5. posting employer announcements, provision of job applications, and hosting job fairs and mass recruitments.

6. **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.

7. **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.

8. **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.

9. **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 or web-based interface
B	Brochure/Handout/ Printed Collateral
P	Materials/ posting at KCC
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

Cora McNabb
Cora McNabb (Jun 30, 2025 09:10 EDT)

Signature

06/30/25

Date

Cora McNabb, Executive Director

Printed Name and Title

Kentucky Education and Labor Cabinet- Office of Vocational Rehabilitation

Agency Name

Email: Cora.McNabb@ky.gov Address: 500 Mero Street, Frankfort, Kentucky 40601

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

John C. Gregory
John C. Gregory (Jun 27, 2025 17:45 EDT)

Signature

06/27/25

Date

John Gregory, Executive Director

Printed Name and Title

Kentucky Education and Labor Cabinet - Office of Adult Education

Agency Name

Email: John.Gregory@ky.gov Address: 500 Mero Street 4th floor, Frankfort Kentucky 40601

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

Katie Houghlin (Jun 27, 2025 22:34 EDT)

Signature

06/27/25

Date

Katie Houghlin, Executive Director

Printed Name and Title

Kentucky Education and Labor Cabinet - Career Development Office

Agency Name

Email: Katiem.Houghlin@ky.gov

Address: 500 Mero Street - 4th Floor, Frankfort Kentucky 40601

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

Jamie Link
Jamie Link (Jun 27, 2025 16:28 EDT)
Signature

06/27/25
Date

James Link, Secretary
Printed Name and Title

Kentucky Education and Labor Cabinet - Office of the Secretary
Agency Name

Email: Jamie.Link@ky.gov Address: 500 Mero Street -3rd Floor, Frankfort, Kentucky 40601
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

Signature _____ Date _____

Printed Name and Title _____

Agency Name _____

Agency Contact Information _____