

## Robert Boone

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**From:** Bussell, Darlene K (DWI) <darlenek.bussell@ky.gov>  
**Sent:** Friday, December 6, 2019 2:54 PM  
**To:** Robert Boone  
**Cc:** Jon Sowards; Darhonda Hawthorne; billwaltrip@careerteam.com; Adams, Rachel R (Education Cabinet); Hightower, Andy A (Education Cabinet)  
**Subject:** South Central MOU/IFA-DWI Signatures UPS Tracking Information  
**Attachments:** South Central MOU-IFA DWI Signatures UPS Tracking Info 12-6-19 (2).pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Robert,  
Congratulations, DWI has approved the South Central MOU/IFA. The originals were put in the mail today for you to obtain the rest of the Partner signatures (Goodwill). South Central should retain the document with the original signatures. Once you have the signatures from Goodwill, your Board Chair and CLEO please send me a copy of them. I will need to send the completed document to the DWI partners, in addition I need to retain a fully executable copy for our records. Again, thank you for your commitment to this project and being such a pleasure to work with!  
Sincerely,

*Darlene K. Bussell, EDFP, CDBGA*

Education & Workforce Development Cabinet  
Department of Workforce Investment  
500 Mero Street, 4 SE 26  
Frankfort, KY 40601  
Office (502) 782-3032  
[DarleneK.Bussell@ky.gov](mailto:DarleneK.Bussell@ky.gov)

*"Your value does not decrease because of someone's inability to see your worth".*

**South Central Kentucky Workforce Area  
MEMORANDUM OF UNDERSTANDING (MOU)  
July 1, 2019 through June 30, 2022**

**For Implementation of the Workforce Innovation and Opportunity Act (WIOA)**



## INTRODUCTION

### *Legal Authority*

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the MOU of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

The following Memorandum of Understanding (the MOU) sets forth the terms of understanding for cooperation and consultation with regard to implementation of the Workforce Innovation and Opportunity Act (WIOA) among the following Agencies (the Agencies) within the South Central Workforce System (the System).

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

The Agencies agree to work with the following partners who comprise the Workforce System in carrying out the MOUs within this MOU. This MOU is between the South Central Workforce Development Board, (SCWDB), with the concurrence of the Chief Local Elected Officials of the Region serving on the CLEO Consortium, and the following Agencies:

- Audubon Area Community Services, Inc.
- Kentucky Office of Adult Education-Skills U
- Community Action of Southern Kentucky
- Goodwill Industries of Kentucky, Inc.
- The International Center of Kentucky
- Job Corps
- Kentucky Cabinet for Health and Family Services (CHFS)/Temporary Assistance for Needy Families (TANF)
- Kentucky Department of Workforce Investment
  - Career Development Office (CDO)
  - Office of Vocational Rehabilitation (OVR)
  - Office of Employer and Apprenticeship Services
  - Office of Unemployment Insurance
- Southcentral Kentucky Community & Technical College
- United Way of Southern Kentucky
- Western Kentucky University

### **1. Purpose of Memorandum of Understanding (MOU)**

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship among the Agencies and to set forth the relative responsibilities of the Agencies insofar as

they relate to planning and implementation of individual and mutual duties, obligations, and

responsibilities under the Workforce Innovation and Opportunity Act.

## 2. **General Provisions**

It is understood by the Agencies that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures.

## 3. **Strategic Vision for the System**

The Agencies agree to support the *vision, mission, and strategic goals set forth by the SCWDB and Local Elected Officials* for the Workforce Development System through Partner policies and through resources where appropriate. To accomplish the goals, the partners agree to work together to build a system that is aligned and is designed to focus on the employer and jobseeker customers' needs.

**Overall Vision:** A dynamic region with high-quality jobs where employers can find the skilled workers they need to be competitive and job seekers have the skills they need to acquire high-quality jobs. A local workforce development board that is knowledgeable, action-oriented, and respected as the leader in defining workforce development needs and in creating integrated solutions for employers, job seekers, students, and the community.

**Mission of the SCWDB:** To lead the development and implementation of a highly effective workforce development system in the ten counties of South Central Local Workforce Development Area in partnership with business, economic development, education, and community organizations in the labor market area.

### **Goals:**

***Strategic Goal 1:*** Actively engage employers and stakeholders to drive innovative workforce solutions across the region.

***Strategic Goal 2:*** Align and integrate P-12, adult education, and post-secondary education to provide career pathways and life-long learning opportunities for youth and adult job seekers.

***Strategic Goal 3:*** Increase regional workforce participation by creating opportunities, incenting workforce participation, and removing barriers to employment.

***Strategic Goal 4:*** Maintain viability of the SCWDB's financial growth, quality delivery system, and return on investment (ROI) for job seekers and employers.

In addition, each party to this MOU agrees to adhere to the following six principles for the design of the region's System:

- Be demand driven.
- Be customer oriented.
- Maintain a high-skill, high-wage focus.
- Take a "one system" approach to service delivery.
- Be outcomes based, performance driven, and accountable.
- Commit to continuous improvement.

**4. Duration of Memorandum of Understanding (MOU)**

The MOU will commence on the 1st day of July 2019 and shall remain in full force for a maximum of three years through June 30, 2022. The MOU is canceled by the Agencies in accordance with the terms set forth herein. This MOU supersedes previous MOUs.

**5. Responsibilities of the Agencies Under Memorandum of Understanding (MOU)**

In consideration of the mutual aims and desires of the Agencies participating in this MOU and in recognition of the public benefit to be derived from effective partnerships, the Agencies agree that their respective responsibilities under this MOU shall be as follows:

**5.1 The Workforce Development Board shall:**

Assist the Local Elected Officials in fulfilling the requirements of the federal Workforce Innovation and Opportunity Act (PL 113-128) including:

- 5.1.1 Oversee the two (2) two year Strategic and Operation Plan and updated plan as mandated that connects all investments in workforce development.
- 5.1.2 Conduct strategic oversight to the workforce delivery system (South Central Kentucky Team Workforce Partners).
- 5.1.3 Ensure that there is a Memorandum of Understanding with workforce development system partners for the implementation and operation of the service delivery system in the local area.
- 5.1.4 Certify South Central Kentucky Career Center comprehensive center(s), affiliate, and satellite sites.
- 5.1.5 Promote quality in customer service throughout the regional System.
- 5.1.6 Oversee the performance of the Career Center System.
- 5.1.7 Ensure that there is an Infrastructure Funding MOU with WIOA and non-WIOA required partners to support the workforce development system.

**5.2 South Central Kentucky Partnership Team**

The Partnership Team will strategically work to support workforce development system integration and maximize connections among job seekers, workers, businesses, and employers. Each partner agrees to actively support the governance structure of the Partnership made up of the MOU partners and various work teams. This team provides input to the SCWDB.

- 5.2.1 Ensure continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes are in place.
- 5.2.2 Promote the further integration of programs through joint planning and cross-training/education of staff.
- 5.2.3 To the extent appropriate, align partner organization related planning and budgeting processes and conduct these functions jointly.
- 5.2.4 Jointly identify and support workforce skill standards and industry performance measures to drive common outcomes.
- 5.2.5 Coordinate resources and programs while promoting a more streamlined and efficient workforce development system.
- 5.2.6 Promote information sharing and the coordination of activities to improve customer service, improve local partners' performance and return on investment.

- 5.2.7 Use common release of information processes subject to confidentiality provisions and to preserve records for the period required by law.
- 5.2.8 Identify and address barriers to coordination.
- 5.2.9 Promote and support the development and implementation of a more unified system of measuring performance and accountability.
- 5.2.10 Promote and support the development of shared/linked data systems to track progress and measure performance.
- 5.2.11 Commit to the continuous quality improvement initiatives of the Partnership.

## **6. Partner Agencies and Services**

Each partner agrees to promote, provide and/or link customers to the following career services as defined by WIOA:

### **Basic Career Services for Job Seekers and Workers**

- 6.1 Initial assessment of skill levels (including literacy, numeracy, and English language proficiency, educational levels), aptitudes, abilities (including skills gaps), self-reflection (including social/emotional skills), and supportive service needs (includes a “go to” person for basic needs resources)
- 6.2 Labor exchange services, including job search and placement assistance, career counseling, provision of information on in-demand industry sectors and occupations, provision of information on nontraditional employment
- 6.3 Workforce and labor market employment statistics information, including accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations
- 6.4 Information, in formats that are usable by & understandable to one-stop customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, assistance under State program for temporary assistance for needy families, and other supportive services and transportation provided through funds made available in the local area
- 6.5 Outreach, intake and orientation to the information and other services available through the one-stop delivery system
- 6.6 Appropriate recruitment and other business services on behalf of employers, including small employers, which may include providing information and referral to specialized business services not traditionally offered through the one-stop delivery system
- 6.7 Performance information and program cost information on eligible providers of training services and eligible providers of youth workforce investment activities, providers of adult education, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, and providers of vocational rehabilitation
- 6.8 Provision of information and assistance regarding filing claims for unemployment compensation
- 6.9 Eligibility determination
- 6.10 Referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and other workforce development programs

- 6.11 Information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the one-stop delivery system in the local area
- 6.12 Assistance in establishing eligibility for programs of financial aid assistance for education and training programs

**Individualized Career Services for Job Seekers and Workers**

- 6.13 Comprehensive and specialized evaluation to identify barriers to employment and employment goals
- 6.14 Development of Individualized Employment Plan (IEP)
- 6.15 Group Counseling
- 6.16 Individual Counseling
- 6.17 Career/Vocational Planning
- 6.18 Short-Term Pre-employment/Vocational Services
- 6.19 Internships, apprenticeships, on-the-job training, and work experiences
- 6.20 Workforce preparation activities
- 6.21 Financial literacy services
- 6.22 Out-of-Area Job Search and relocation assistance
- 6.23 English language acquisition and integrated education and training programs
- 6.24 Follow up services – includes support services

**7. System-wide Commitments and Service Integration**

In addition to the career services, each partner shall be committed to providing and/or linking customers to additional services as described in Appendix A, which include development and participation in the following system integrators:

- Shared/linked data collection system and metrics, including customer satisfaction
- Information Sharing
- Cross-Agency Education
- Common Referral System
- Workforce Skill Standards (common set of ‘work readiness competencies’)
- Common Technology including an Integrated Platform (for data entry, portal, eligibility applications, etc.)
- Single point of contact for business

**Employer/Business 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. This improvement of the Commonwealth’s economy is accomplished through the alignment of business’s personnel needs and skills training. The Kentucky Career Center Business Service Teams (BST) coordinates, promotes, conducts outreach and/or provides access to workforce partners and resources designed for employer customers. The BST provides job placement services, customized training, skill development opportunities, and training incentives to job seekers and business customers in the Commonwealth. Business services are aligned with the priorities of the Commonwealth of Kentucky and the Workforce Innovation and Opportunity Act (WIOA), the workforce delivery system strives to align employment, education, and training programs to strengthen Kentucky’s labor market.

In order to accomplish this objective, WIOA mandates six program components which need to be consistently offered by American Job Centers (AJCs) in Kentucky, the Kentucky Career Center (KCC), Youth Workforce Investment Activities, Adult and Dislocated Worker Employment and Training Activities, Adult Education and Literacy, Employment Services, and Vocational Rehabilitation. As defined in WIOA Section 3(13), the core program provision is derived from the following legislation:

- WIOA Title I Subtitle B Chapters 2 and 3 (relating to Youth, Adult, and Dislocated Worker employment and training activities);
- WIOA Title II (relating to Adult Education and Literacy activities);
- WIOA Title III Wagner-Peyser Act Sections 1 through 13 (relating to employment services); and
- WIOA Title IV Rehabilitation Act of 1973 Title I (relating to Vocational Rehabilitation services)

WIOA, specifically Title III – Wagner-Peyser, gives employers the same level of service and customer-oriented focus that is provided to individual program participants. The programs provided to employers are meant to strengthen their labor force and businesses are given incentives such as subsidized wages for individuals enrolled and undergoing training. Providing quality services to the business community is a mutual beneficial arrangement: companies receive skilled employees while Kentucky develops a higher-skilled, more productive workforce.

According to WIOA Section 108(b)(4)(B) business services are intended to promote, market, connect, and provide access to :

- Recruitment and Job Placement Services
  - Post Job Openings
  - Customized Hiring-Target Recruitment
  - Veteran’s Services
  - Migrant Seasonal Farm Worker Program (MSFW)
- Assessments
  - Assessments and/or Computer Testing Resources
  - TABE (Test of Adult Basic Education)
  - Worldwide Interactive Network Career Readiness System (WIN)
  - NCRC (National Career Readiness Certificate) ®
- Customized Hiring – Incentives
  - Work Opportunity Tax Credit
  - Kentucky Unemployment Tax Credit (UTC) program
  - Federal Bonding
- Rapid Response – Layoff Aversion
  - Worker Adjustment Retraining Notice (WARN)
  - Rapid Response
- Recruiting employers to Kentucky Career Centers, and
- Connecting job seekers and employers by facilitating relationships.

In addition to WIOA related resources and requirements, within Kentucky there are additional resources that provide direct services and resources to employers. These are incorporated within

the Business Service strategy and include but are not limited to:

- Skills Development Initiatives
  - Registered and Industry Recognized Apprenticeship Programs
  - Internships and Work Experience
- Training incentive programs
  - On-the-Job Training (OJT)
  - Incumbent Worker Training
  - Transitional Jobs
- Customized training
  - Talent Pipeline Management systems
- Labor market information
  - KYSTATS
  - Focus Suite, and
- Sector strategy and career pathway development.

Collectively, these programs are designed to meet the needs of employers in relation to the economic needs of their respective region. An educated, adaptable, qualified labor market is the primary objective for workforce development in Kentucky; this sustained improvement of the Commonwealth's economy is accomplished through the alignment of business personnel needs and skills training. Kentucky's Business Service strategy includes a partnership of local and state workforce development organizations dedicated to providing proactive workforce development and skill development resources to business customers. This strategy offers a streamlined approach to assisting businesses with recruiting talent, training new and existing employees, and developing tomorrow's workforce. At its core, the BST strategy consists of five primary organizations:

- Kentucky Education and Workforce Development Cabinet (EWDC)
- Kentucky Cabinet for Economic Development (CED)
- The Kentucky Chamber's Workforce Center (Workforce Center)
- Kentucky Community and Technical College System (KCTCS)
- Local Workforce Development Boards

The strategy exists to provide unified, efficient, quality and seamless workforce services and resources to new, existing and expanding companies within the Commonwealth.

## **8. Resource and Infrastructure Cost Sharing**

### **8.1 Infrastructure and Career Center Cost Allocation Methodology**

The purpose of this part of the MOU is to establish the terms and conditions under which the parties will share infrastructure costs and resources in performance of the one-stop workforce system implementation plan. The principle for selecting any methodology will be that customers being served within the system are considered to be the system's customers, e.g., all of our customers, as they initially enter services. The parties will share system costs, i.e., those costs associated with operating the one-stop system and shared service costs, i.e., the costs associated with providing the planned shared services at certified full service Kentucky Career Centers, affiliate sites and satellites including but not limited to annual costs for lease,

utilities, janitorial, and equipment subject to the allowability of such financial participation under the state or federal law that governs each partner's funds.

## **8.2 Fiscal Leads**

The fiscal agent for the South Central Kentucky Workforce Development Board, has been designated by the parties to be responsible for all the fiscal activities related to and including the operation of this Resource and Infrastructure Sharing Part of this MOU.

## **9. Supplemental Memorandum of Understandings (MOU) to Interagency Cooperative MOU**

Each partner that is a party to this MOU understands and agrees that all of the terms and conditions contained within are binding upon subsequent Supplemental MOU between Agencies. In addition, a Supplemental MOU to this MOU shall be subject to all the terms in this MOU, including but not limited to the limitations set forth in Section IX of this MOU, and approved by the SCWDB and Local Elected Officials. The Supplemental MOUs are not binding on Agencies not party to the Supplemental MOUs. The Agencies further agree that such Supplemental MOUs shall be in furtherance of and complementary to this MOU. Each partner that is a party to a Supplemental MOU shall provide all other Agencies with copies of any Supplemental MOU they may enter into within thirty days from the date of execution of the MOU.

## **10. Indemnification/Liability Clause**

All parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Provided, however, in the event the party is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Kentucky Claims Commission pursuant to KRS 49.040 through KRS 49.170, the state agency's tort liability shall be limited to an award from the Kentucky Claims Commission up to the jurisdictional amount. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party. The parties acknowledge the South Central Workforce Development Board and the One-Stop Operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the parties have no responsibility and/or liability for any actions of the South Central Workforce Development Board or the One-Stop Operator.

## **Governing Law**

This MOU will be construed, interpreted and enforced according to the laws of Commonwealth of Kentucky. All parties shall comply with all applicable State and Federal laws and regulations, and local laws to the extent that they are not in conflict with State and Federal requirements.”

## **11. Amendment or Cancellation of Memorandum of Understanding (MOU)**

The MOU may be amended at any time in writing and by mutual consent of the Workforce Development Board, Local Elected Officials and the Partners. Each Partner may cancel its participation in the MOU upon thirty (30) days written notice to the other Partners. In the event an Partner determines that funds are unavailable to carry out the activities set forth in this MOU, the Partner shall terminate this MOU by notifying all other Agencies in writing immediately and the MOU shall terminate upon the delivery of such written notification.

When the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this MOU, it may immediately be canceled upon delivery of written notice to the other Partners.

### **11.1 Severability**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

## **12. MOU Dispute Resolution**

WIOA emphasizes full and effective partnerships between local boards, chief elected officials and one-stop partners. Local boards and partners must enter into good-faith negotiations. 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.

As partners negotiate the MOU or amendments, issues concerning provisions, language, performance or administration of this MOU, may result in failure to agree. If an impasse in negotiations occurs between any of the partners (except the SCWDB), the following steps will occur:

- (1) The parties will document the negotiations and efforts that have taken place to resolve the issues;
- (2) The SCWDB Chairperson and the Chief Local Elected Official (CLEO) will meet with the parties involved in the dispute in order to attempt to resolve the issue. The SCWDB Chairperson and the CLEO will issue a written recommendation for resolving the issue.

If the parties do not agree to the aforementioned written recommendation, or if the dispute is between the SCWDB and a partner, the SCWDB, chief elected official, and partners may request assistance from the Career Development Office (CDO), the Governor, the State Board, or other appropriate parties. CDO, the State Board, and the Governor may also consult with the appropriate Federal agencies to address impasse situations after exhausting other alternatives. The entity that has been consulted can issue a recommendation for resolving the issue. If this recommendation is not accepted by all parties, the following steps must occur:

The SCWDB and partners must document the negotiations and efforts that have taken place. Any failure to execute an MOU between the SCWDB and a required partner must be reported by the SCWDB to the Kentucky Education and Workforce Development Cabinet and to the Cabinet's Commissioner for the Department of Workforce Investment. The Commissioner, in consultation with the Chief Local Elected Official, can issue a recommendation for resolving the impasse. Alternatively, the Commissioner may propose options such as asking the parties to seek third-party mediation or consultation with the Governor's Office to develop a resolution.

## **13. Federal and State Non-Discrimination Clause**

All parties to this MOU agree to comply fully with the Americans with Disabilities Act, as amended, regarding physical and programmatic accessibility of facilities, programs, services, technology, and materials for individuals with disabilities, including complying through staff training and support for addressing the needs of individuals with disabilities.

DOL's Civil Rights Center: Section 188 WIOA Nondiscrimination and Equal Opportunity

Regulations (29 CFR Part 38) Final Rule: prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of WIOA as well as by the one-stop partners listed in WIOA Section 121(b) that offer programs or activities through the one-stop/American Job Center system.

All parties to this MOU agree to comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- 29 CFR part 38 and all other regulations implementing the laws listed above.

#### **14. Confidentiality of Personal Information**

Each of the agencies party to this MOU agrees not to divulge, publish or otherwise make known to unauthorized persons information deemed confidential by state or federal law accessed under this MOU. The parties agree that all materials containing confidential information received pursuant to this MOU, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with a client, or any other information which may be classified as confidential, shall not be disclosed to other persons without written consent of the individual whose information may be disclosed, except as may be required by law.

The partners agree to utilize reasonable security procedures and protections designed to assure that confidential information is not disclosed to persons other than staff who also agree to such confidentiality requirements. The agencies shall include such requirements of confidentiality for all staff that have access to the confidential data pursuant to this MOU.

#### **15. Initial Customer Complaint Procedures**

All parties to this MOU agree to follow the Initial Complaint Policy and all applicable modifications. The Initial Customer Complaint Policy is attached to this MOU in Appendix C.

#### **16. One-Stop System Operator Memorandum of Understanding (MOU)**

As required under WIOA, the SCWDB conducted a competitive procurement process for a System One-Stop Operator, through the issuance and administration of an RFP. The One-Stop Operator will provide services to support the System under a contract with the SCWDB to:

- Increase service delivery by focusing on customer satisfaction, outcome measurements

and continuous improvement.

- Strengthen relationships with current and new partners who are similarly committed to the prosperity of individuals, the community and the economy.
- Solicit and listen to the needs of the diverse array of job seekers, workers, and employers to design services and programs that integrate and align resources and programs, for maximum customer benefit.
- Emphasize and maximize technology to promote the capabilities and outcomes of the South Central Workforce System.
- Serve as the overall coordinator for the System on behalf of the SCWDB and CLEOs.

#### **17. Common System Identifier**

The parties hereto understand and agree that, in addition to the state brand of Kentucky Career Center, the U. S. Department of Labor (USDOL) “American Job Center Network” common System identifier will be used to refer to the One Stop System and that Comprehensive One Stop Centers and Partner Affiliate Sites will be referred to as the Kentucky Career Center and American Job Centers. It is further understood and agreed to that such common identifier will be used in System related outreach materials, websites and other communications.

#### **18. Drug and Alcohol-free Workplace**

All parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

#### **19. Certification Regarding Lobbying**

All parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

#### **20. Debarment and Suspension**

All parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### **21. Priority of Service**

All parties certify that they will adhere to all statutes, regulations, policies, guidance, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will adhere to the SCWDB Priority of Service Policy for Veterans and Eligible Spouses, Policy #2016-04, and Priority of Service for WIOA Program Participants, Policy #2016-01.

#### **22. Monitoring**

The SCWDB, or its designated staff, officials from the State and Local administrative

entities, the U.S. Departments of Labor, Education, Agriculture, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

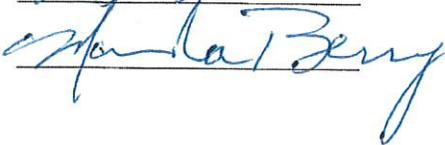
- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

All parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted as appropriate.

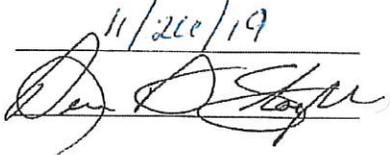
**APPROVED:**

The undersigned Agencies bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall not become effective until executed by all Parties involved.

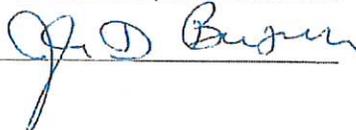
**Goodwill, Inc.**

Print Name: MARSHA BERRY  
Title: VICE PRESIDENT CAREER SERVICES  
Date: 2-3-20  
Signature: 

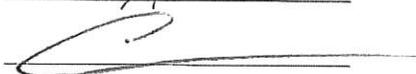
**KY Office of Adult Education-Skills U**

Print Name: Reecie Stagnelia  
Title: Executive Director  
Date: 11/20/19  
Signature: 

**KY Education and Workforce Development Cabinet, Department for Workforce Investment**

Print Name: Josh Benton  
Title: Deputy Secretary  
Date: 12/6/19  
Signature: 

**Career Team**

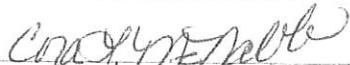
Print Name: C Kusek  
Title: CEO  
Date: 1/27/2020  
Signature: 

*Office of Vocational Rehabilitation*

Print Name: Cora McNabb \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: 10/21/19 \_\_\_\_\_

Signature:  \_\_\_\_\_

**South Central Workforce Development Board**

Print Name: RONALD G. SWELL  
Title: CHAIRMAN  
Date: 02/10/2020  
Signature: Ronald G Swell

**Chief Local Elected Official (CLEO)**

Print Name: Michael O. Buchanan  
Title: Chairman  
Date: 02-12-2020  
Signature: Michael O Buchanan

Community Services Block Grant

Print Name: Donald C. Butler  
Title: Interim Executive Director  
Date: 9/29/2020  
Signature: Donald C. Butler

Print Name: Melanie Lawrence  
Title: Community Services Director  
Date: 9/28/20  
Signature: Melanie Lawrence

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Department of Housing and Urban Development

Print Name: Richard Browder

Title: Deputy Regional Admin

Date: \_\_\_\_\_

Signature M. J. [Signature]

Print Name: Abraham Williams

Title: Executive Director

Date: 09/17/20

Signature [Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Kentucky Farmworker Program, Inc

Print Name:

Vickie P. Hutcherson

Title:

Executive Director

Date:

9-16-2020

Signature

Vickie P. Hutcherson

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

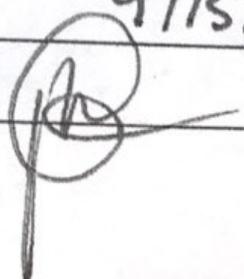
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Southern Kentucky Reentry Council, Inc.

Print Name: PAUL GIRONOWSKI

Title: BOARD CHAIR

Date: 9/15/2020

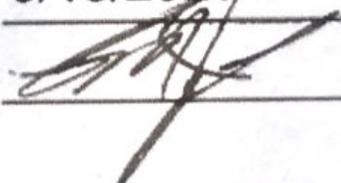
Signature 

Temporary Assistance for Needy Families

Print Name: Rob Jones

Title: CEO, Audubon Area Community Services

Date: 9/15/2020

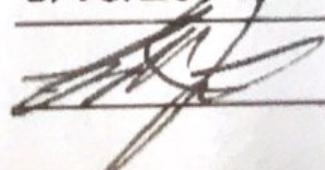
Signature 

Senior Community Service Employment Program

Print Name: Rob Jones

Title: CEO, Audubon Area Community Services

Date: 9/15/2020

Signature 

## **APPENDIX A**

### **Partner Service Commitments**

**I. *KY Office of Adult Education-Skills U* shall provide the following:**

KY Office of Skills U shall support the following career services:

KY Office of Adult Education-Skills U is guided by WIOA Title II and the strategic agenda of the KY Education and Workforce Development Cabinet. The uses of any funds or the provision of services are subject to those entities and supporting laws and regulations. Primarily, WIOA Title II, Section 202 outlines services provided by KYAE Skills U. Services and duties not specifically identified in this and other governing documents are not allowable expenses for KYAE Skills U. All federal expenses will be in accordance 2 CFR part 200 and based on benefit received.

**To the extent allowable, through the one-stop delivery system, the partner agrees to participate in the development of system elements d through j. Each partner also agrees to use each system element if the process and design, once developed, is acceptable to their agency. If not acceptable, then this Appendix will be revised to reflect what element will not be used or how the partner will modify for their use:**

**a.) Common Data Collection, Metrics and Customer Satisfaction System**

KYAE Skills U will share data available and input into its data system KAERS. KYAE Skills U will participate in a common customer satisfaction data collection and analysis system through shared data from the KAERS system via technological transfers of data. KYAE Skills U will agree to survey customers through comment cards, focus groups, and random survey methods. The data will be used to improve service delivery and therefore, customer satisfaction. Participate in collection data that may relate to performance outcomes, business contacts and other measures by the SCWDB and KYAE Skills U will input data in KAERS.

**b.) Information Sharing**

Agree to share information that the customer agrees to release, to the extent that the law allows, that is related to workforce development activities and input into KAERS.

**c.) Cross-Agency Education**

For the purpose of customer service KYAE Skills U agrees to participate in and provide cross-agency education that helps all parties have a better understanding of services provided and leads to competencies in all the professionals within the system. Time commitment and scheduling will be at the discretion of KYAE Skills U.

**d.) Common Referral System**

Participate in a customer referral system, which includes agreeing to accept information (i.e., demographic, assessment and other information) previously collected on the customer through the one-stop system and includes providing information back to the referring partner on the status of the referral.

**e.) Workforce Skills Standards**

KYAE Skills U uses federally approved assessments and will continue to use those accepted assessment in its work with eligible students. Where applicable, accept the workforce skills standards as one source in assessment; curriculum design, training, and certification of job seekers; in job development activities. KYAE Skills U has skills standards developed and in place that it will continue

to use for adult education purposes.

#### **f.) Integrated Technology**

Participate in use of integrated technologies that assist in

- Integrations of Services within and across agencies and systems through agreed upon technological approaches
- Streamlining resources and programs
- Sharing information on customers, partner services and labor market needs
- Unifying measurement and accountability
- Providing access to information
- Providing access for customers, and
- Aligning internal processes to allow technology interface

#### **g.) Single Point of Contact for Business**

Participate in the methods, to the extent possible, created to ensure that businesses have a single point of contact for accessing services. These methods may include participation on a system-wide Business Services Team, use of common protocols for reaching out to businesses, and/or use of an electronic contact management system. Participate in the delivery, when appropriate, of services to businesses which may include:

- Talent Development and Retention Services including assessments and skill gap analysis, in finding qualified workers, development of internal career pathways, connections to industry partnerships, custom OJT development, custom incumbent worker training and wage subsidies including subsidized OJT, disability diversity workplace accommodations and incumbent worker training for layoff aversion.
- Consultation, Planning and Growth Services including labor market research, training curriculum analysis and validation, general consulting services for operational improvement, tax and financial incentive services, industrial and organizational needs assessments and information on and referral to business start-up, retention and expansion services.
- Recruitment, Screening and Placement Services including creating or revising job descriptions, posting job listings, strategic advertising of job openings, screening and matching applicants, coordination of interviews, employer/industry specific hiring events which often include pre-screening of job seekers, onsite space for employer interviews and Rapid Re-Employment Services.

KYAE Skills U has, in its authorizing legislation, responsibilities to employers and workforce activities that may require local providers of services and central office staff to interact with business in a capacity that is outside the Business Services Team's normal activities. For example, businesses may act as adult education service providers and Integrated Education Training programs are authorized activities. KYAE Skills U reserves the right to meet with and interact with businesses in capacities outlined in legislation. KYAE Skills U will coordinate those activities with the Business Services Team.

#### **Employer/Business 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. This improvement of the Commonwealth's economy is accomplished through the alignment of business's personnel needs and skills training. The Kentucky Career Center Business Service Teams (BST) coordinates, promotes, conducts

outreach and/or provides access to workforce partners and resources designed for employer customers. The BST provides job placement services, customized training, skill development opportunities, and training incentives to job seekers and business customers in the Commonwealth. Business services are aligned with the priorities of the Commonwealth of Kentucky and the Workforce Innovation and Opportunity Act (WIOA), the workforce delivery system strives to align employment, education, and training programs to strengthen Kentucky's labor market.

In order to accomplish this objective, WIOA mandates six program components which need to be consistently offered by American Job Centers (AJCs) in Kentucky, the Kentucky Career Center (KCC), Youth Workforce Investment Activities, Adult and Dislocated Worker Employment and Training Activities, Adult Education and Literacy, Employment Services, and Vocational Rehabilitation. As defined in WIOA Section 3(13), the core program provision is derived from the following legislation:

- WIOA Title I Subtitle B Chapters 2 and 3 (relating to Youth, Adult, and Dislocated Worker employment and training activities);
- WIOA Title II (relating to Adult Education and Literacy activities);
- WIOA Title III Wagner-Peyser Act Sections 1 through 13 (relating to employment services); and
- WIOA Title IV Rehabilitation Act of 1973 Title I (relating to Vocational Rehabilitation services)

WIOA, specifically Title III – Wagner-Peyser, gives employers the same level of service and customer-oriented focus that is provided to individual program participants. The programs provided to employers are meant to strengthen their labor force and businesses are given incentives such as subsidized wages for individuals enrolled and undergoing training. Providing quality services to the business community is a mutual beneficial arrangement: companies receive skilled employees while Kentucky develops a higher-skilled, more productive workforce.

According to WIOA Section 108(b)(4)(B) business services are intended to promote, market, connect, and provide access to :

- Recruitment and Job Placement Services
  - Post Job Openings
  - Customized Hiring-Target Recruitment
  - Veteran's Services
  - Migrant Seasonal Farm Worker Program (MSFW)
- Assessments
  - Assessments and/or Computer Testing Resources
  - TABE (Test of Adult Basic Education)
  - Worldwide Interactive Network Career Readiness System (WIN)
  - NCRC (National Career Readiness Certificate) ®
- Customized Hiring – Incentives
  - Work Opportunity Tax Credit
  - Kentucky Unemployment Tax Credit (UTC) program
  - Federal Bonding
- Rapid Response – Layoff Aversion

- Worker Adjustment Retraining Notice (WARN)
- Rapid Response
- Recruiting employers to Kentucky Career Centers, and
- Connecting job seekers and employers by facilitating relationships.

In addition to WIOA related resources and requirements, within Kentucky there are additional resources that provide direct services and resources to employers. These are incorporated within the Business Service strategy and include but are not limited to:

- Skills Development Initiatives
  - Registered and Industry Recognized Apprenticeship Programs
  - Internships and Work Experience
- Training incentive programs
  - On-the-Job Training (OJT)
  - Incumbent Worker Training
  - Transitional Jobs
- Customized training
  - Talent Pipeline Management systems
- Labor market information
  - KYSTATS
  - Focus Suite, and
- Sector strategy and career pathway development.

Collectively, these programs are designed to meet the needs of employers in relation to the economic needs of their respective region. An educated, adaptable, qualified labor market is the primary objective for workforce development in Kentucky; this sustained improvement of the Commonwealth's economy is accomplished through the alignment of business personnel needs and skills training. Kentucky's Business Service strategy includes a partnership of local and state workforce development organizations dedicated to providing proactive workforce development and skill development resources to business customers. This strategy offers a streamlined approach to assisting businesses with recruiting talent, training new and existing employees, and developing tomorrow's workforce. At its core, the BST strategy consists of five primary organizations:

- Kentucky Education and Workforce Development Cabinet (EWDC)
- Kentucky Cabinet for Economic Development (CED)
- The Kentucky Chamber's Workforce Center (Workforce Center)
- Kentucky Community and Technical College System (KCTCS)
- Local Workforce Development Boards

The strategy exists to provide unified, efficient, quality and seamless workforce services and resources to new, existing and expanding companies within the Commonwealth.

II. ***The Kentucky Office of Vocational Rehabilitation*** shall provide the following:  
Services from the Kentucky Office of Vocational Rehabilitation are based on eligibility and only provided to individuals with disabilities.

**a.) Individualized Career Services**

**b.) Additional Service Commitments**

The Kentucky Office of Vocational Rehabilitation may provide any vocational rehabilitation services a consumer needs to reach his or her employment outcome (vocational goal) specified in the Individual Plan for Employment.

Some examples of such services are:

- Assessment for determining eligibility and vocational rehabilitation needs;
- Counseling and guidance;
- Vocational training and other training services;
- Supported employment;
- Personal assistance services;
- Interpreter and notetaking services;
- Telecommunications, sensory, and other technological aids and devices;
- Rehabilitation technology;
- Job placement and job retention services;
- Employment follow-up and post-employment services.

**II. Through the one-stop delivery system, the partner agrees to participate in the development of system elements d through j. Each partner also agrees to use each system element if the process and design, once developed, is acceptable to their agency. If not acceptable, then this Appendix will be revised to reflect what element will not be used or how the partner will modify for their use.**

**c.) Common Data Collection, Metrics and Customer Satisfaction System**

Participate in a common customer satisfaction data collection and analysis system by agreeing to survey customers through comment cards, focus groups and random survey methods. Agree to use the data to improve service delivery and therefore, customer satisfaction. Participate in collecting data that may relate to performance outcomes, business contacts and other measures deemed critical by the SCWDB.

**d.) Information Sharing**

Through the use of the common referral system and technology, agree to share information that the customer agrees to release, to the extent that the law allows, that is related to workforce development activities.

**e.) Cross-Agency Education**

Accept the jointly identified competencies (i.e., our industry's skill standards) required of professionals in a One-Stop Delivery System and participate in cross-agency education designed to build these competencies in all the professionals within the system. This participation may take the form of jointly funding the training, advertising the training, using the cross-agency education as a method to meet some training goals internal to each partner, and by ensuring that individuals attend the training. This includes providing partners access to the Mobility Mentoring national network and resources that provides a framework for advancing holistic supports for that address challenges that prevent people from securing and keeping gainful employment.

#### **f.) Common Referral System**

Participate in a common customer referral system, which includes agreeing to accept information (i.e., demographic, assessment and other information) previously collected on the customer through the one-stop system and includes providing information back to the referring partner on the status of the referral.

#### **g.) Workforce Skill Standards**

Accept and use the workforce skill standards in assessment; curriculum design, training, and certification of job seekers; in job development activities and in marketing to customers.

#### **h.) Common Technology**

Participate in the development and use of common technologies that assist in:

- Integration of services within and across agencies and systems through agreed upon technological approaches
- Streamlining resources and programs
- Sharing information on customers, partner services, and labor market needs
- Unifying measurement and accountability,
- Developing common data systems to track progress,
- Providing access to information,
- Providing access for customers, and
- Aligning internal processes to allow technology interface.

#### **i.) Single Point of Contact for Business**

Participate in the methods created to ensure that businesses have a single point of contact for accessing services. These methods may include participation on a system-wide Business Services Team, use of common protocols for reaching out to businesses, and/or use of an electronic contact management system. Participate in the delivery, when appropriate, of services to businesses which may include:

- **Talent Development and Retention Services** including assessments and skill gap analysis, assessment of job applicants for the National Career Readiness Certificate (NCRC), assistance in finding qualified workers, development of internal career pathways, connections to industry partnerships, custom OJT development, custom incumbent worker training and wage subsidies including subsidized OJT, disability diversity workplace accommodations and incumbent worker training for layoff aversion.
- **Consultation, Planning and Growth Services** including labor market research, training curriculum analysis and validation, general consulting services for operational improvements, tax and financial incentive services, industrial and organizational needs assessments and information on and referral to business start-up, retention and expansion services.
- **Recruitment, Screening and Placement Services** including creating or revising job descriptions, posting job listings, strategic advertising of job openings, screening and matching applicants, coordination of interviews, employer/industry specific hiring events which often include pre-screening of job seekers, onsite space for employer interviews and Rapid Re-Employment Services.

Commit to the standard policies and procedures such as:

- Response time to an initial inquiry from a business customer is one (1) business day;

- Response time to a request for services by a business customer is two (2) to three (3) business days; and
- The timeframe for the delivery of specific service(s) to a business customer varies based on the service requested.

### **Employer/Business 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. This improvement of the Commonwealth's economy is accomplished through the alignment of business's personnel needs and skills training. The Kentucky Career Center Business Service Teams (BST) coordinates, promotes, conducts outreach and/or provides access to workforce partners and resources designed for employer customers. The BST provides job placement services, customized training, skill development opportunities, and training incentives to job seekers and business customers in the Commonwealth. Business services are aligned with the priorities of the Commonwealth of Kentucky and the Workforce Innovation and Opportunity Act (WIOA), the workforce delivery system strives to align employment, education, and training programs to strengthen Kentucky's labor market.

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  - Post Job Openings
  - Customized Hiring-Target Recruitment
  - Veteran's Services

- Migrant Seasonal Farm Worker Program (MSFW)
- Assessments
  - Assessments and/or Computer Testing Resources
  - TABE (Test of Adult Basic Education)
  - Worldwide Interactive Network Career Readiness System (WIN)
  - NCRC (National Career Readiness Certificate) ®
- Customized Hiring – Incentives
  - Work Opportunity Tax Credit
  - Kentucky Unemployment Tax Credit (UTC) program
  - Federal Bonding
- Rapid Response – Layoff Aversion
  - Worker Adjustment Retraining Notice (WARN)
  - Rapid Response
- Recruiting employers to Kentucky Career Centers, and
- Connecting job seekers and employers by facilitating relationships.

In addition to WIOA related resources and requirements, within Kentucky there are additional resources that provide direct services and resources to employers. These are incorporated within the Business Service strategy and include but are not limited to:

- Skills Development Initiatives
  - Registered and Industry Recognized Apprenticeship Programs
  - Internships and Work Experience
- Training incentive programs
  - On-the-Job Training (OJT)
  - Incumbent Worker Training
  - Transitional Jobs
- Customized training
  - Talent Pipeline Management systems
- Labor market information
  - KYSTATS
  - Focus Suite, and
- Sector strategy and career pathway development.

Collectively, these programs are designed to meet the needs of employers in relation to the economic needs of their respective region. An educated, adaptable, qualified labor market is the primary objective for workforce development in Kentucky; this sustained improvement of the Commonwealth’s economy is accomplished through the alignment of business personnel needs and skills training. Kentucky’s Business Service strategy includes a partnership of local and state workforce development organizations dedicated to providing proactive workforce development and skill development resources to business customers. This strategy offers a streamlined approach to assisting businesses with recruiting talent, training new and existing employees, and developing tomorrow’s workforce. At its core, the BST strategy consists of five primary organizations:

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- Kentucky Cabinet for Economic Development (CED)
- The Kentucky Chamber's Workforce Center (Workforce Center)
- Kentucky Community and Technical College System (KCTCS)
- Local Workforce Development Boards

III. *Career Development Office (CDO)* shall provide the following:

**a.) Basic Career Services for Job Seekers and Workers**

- Labor exchange services, including job search and placement assistance, career counseling, provision of information on in-demand industry sectors and occupations, provision of information on nontraditional employment
- Workforce and labor market employment statistics information, including accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations
- Information, in formats that are usable by & understandable to one-stop customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, assistance under State program for temporary assistance for needy families, and other supportive services and transportation provided through funds made available in the local area
- Outreach, intake and orientation to the information and other services available through the one-stop delivery system
- Appropriate recruitment and other business services on behalf of employers, including small employers, which may include providing information and referral to specialized business services not traditionally offered through the one-stop delivery system
- Provision of information regarding filing claims for unemployment compensation
- Eligibility determination
- Referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and other workforce development programs

**b.) Individualized Career Services for Job Seekers and Workers**

- Comprehensive and specialized evaluation to identify barriers to employment and employment goals
- Development of Individualized Employment Plan (IEP)
- Individual Career Coaching
- Career/Vocational Planning
- Workforce preparation activities
- Follow-up services

**c.) Additional Service Commitments**

- Provide proctor and available space for the National Readiness Certificate Assessment (NCRCA), Kentucky Essential Skills, and WIN Career Readiness System
- Development and instructor assistance for Career Center Workshops

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  - Internships and Work Experience

- Training incentive programs
  - On-the-Job Training (OJT)
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- Local Workforce Development Boards

The strategy exists to provide unified, efficient, quality and seamless workforce services and resources to new, existing and expanding companies within the Commonwealth.

IV. *WIOA Services through Career Team* shall provide the following:

**a.) Basic Career Services for Job Seekers and Workers**

- Labor exchange services, including job search and placement assistance, career counseling, provision of information on in-demand industry sectors and occupations, provision of information on nontraditional employment
- Workforce and labor market employment statistics information, including accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations
- Information, in formats that are usable by & understandable to one-stop customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, assistance under State program for temporary assistance for needy families, and other supportive services and transportation provided through funds made available in the local area
- Outreach, intake and orientation to the information and other services available through the one-stop delivery system
- Appropriate recruitment and other business services on behalf of employers, including small employers, which may include providing information and referral to specialized business services not traditionally offered through the one-stop delivery system
- Provision of information regarding filing claims for unemployment compensation
- Eligibility determination
- Referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and other workforce development programs

**b.) Individualized Career Services for Job Seekers and Workers**

- Comprehensive and specialized evaluation to identify barriers to employment and employment goals
- Development of Individualized Employment Plan (IEP)
- Individual Career Coaching
- Career/Vocational Planning
- Workforce preparation activities
- Follow-up services

**c.) Additional Service Commitments**

- Provide proctor and available space for the National Readiness Certificate Assessment (NCRC), Kentucky Essential Skills, and WIN Career Readiness System
- Development and instructor assistance for Career Center Workshops

**II. Through the one-stop delivery system, the partner agrees to participate in the development of system elements d through j. Each partner also agrees to use each system element if the process and design, once developed, is acceptable to their agency. If not acceptable, then this Appendix will be revised to reflect what element will not be used or how the partner will modify for their use.**

#### **d.) Common Data Collection, Metrics and Customer Satisfaction System**

Participate in a common customer satisfaction data collection and analysis system by agreeing to survey customers through comment cards, focus groups and random survey methods. Agree to use the data to improve service delivery and therefore, customer satisfaction. Participate in collecting data that may relate to performance outcomes, business contacts and other measures deemed critical by the SCWDB.

#### **e.) Information Sharing**

Through the use of the common referral system and technology, agree to share information that the customer agrees to release, to the extent that the law allows, that is related to workforce development activities.

#### **f.) Cross-Agency Education**

Accept the jointly identified competencies (i.e., our industry's skill standards) required of professionals in a One-Stop Delivery System and participate in cross-agency education designed to build these competencies in all the professionals within the system. This participation may take the form of jointly funding the training, advertising the training, using the cross-agency education as a method to meet some training goals internal to each partner, and by ensuring that individuals attend the training. This includes providing partners access to the Mobility Mentoring national network and resources that provides a framework for advancing holistic supports for that address challenges that prevent people from securing and keeping gainful employment.

#### **g.) Common Referral System**

Participate in a common customer referral system, which includes agreeing to accept information (i.e., demographic, assessment and other information) previously collected on the customer through the one-stop system and includes providing information back to the referring partner on the status of the referral.

#### **h.) Workforce Skill Standards**

Accept and use the workforce skill standards in assessment; curriculum design, training, and certification of job seekers; in job development activities and in marketing to customers.

#### **i.) Common Technology**

Participate in the development and use of common technologies that assist in:

- Integration of services within and across agencies and systems through agreed upon technological approaches
- Streamlining resources and programs
- Sharing information on customers, partner services, and labor market needs
- Unifying measurement and accountability,
- Developing common data systems to track progress,
- Providing access to information,
- Providing access for customers, and
- Aligning internal processes to allow technology interface.

#### **j.) Single Point of Contact for Business**

Participate in the methods created to ensure that businesses have a single point of contact for accessing services. These methods may include participation on a system-wide Business Services Team, use of common protocols for reaching out to businesses, and/or use of an electronic contact management system. Participate in the delivery, when appropriate, of services to businesses which may include:

- **Talent Development and Retention Services** including assessments and skill gap analysis, assessment of job applicants for the National Career Readiness Certificate (NCRC), assistance in finding qualified workers, development of internal career pathways, connections to industry partnerships, custom OJT development, custom incumbent worker training and wage subsidies including subsidized OJT, disability diversity workplace accommodations and incumbent worker training for layoff aversion.
- **Consultation, Planning and Growth Services** including labor market research, training curriculum analysis and validation, general consulting services for operational improvements, tax and financial incentive services, industrial and organizational needs assessments and information on and referral to business start-up, retention and expansion services.
- **Recruitment, Screening and Placement Services** including creating or revising job descriptions, posting job listings, strategic advertising of job openings, screening and matching applicants, coordination of interviews, employer/industry specific hiring events which often include pre-screening of job seekers, onsite space for employer interviews and Rapid Re-Employment Services.

Commit to the standard policies and procedures such as:

- Response time to an initial inquiry from a business customer is one (1) business day;
- Response time to a request for services by a business customer is two (2) to three (3) business days; and
- The timeframe for the delivery of specific service(s) to a business customer varies based on the service requested.

#### **Employer/Business 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. This improvement of the Commonwealth's economy is accomplished through the alignment of business's personnel needs and skills training. The Kentucky Career Center Business Service Teams (BST) coordinates, promotes, conducts outreach and/or provides access to workforce partners and resources designed for employer customers. The BST provides job placement services, customized training, skill development opportunities, and training incentives to job seekers and business customers in the Commonwealth. Business services are aligned with the priorities of the Commonwealth of Kentucky and the Workforce Innovation and Opportunity Act (WIOA), the workforce delivery system strives to align employment, education, and training programs to strengthen Kentucky's labor market.

In order to accomplish this objective, WIOA mandates six program components which need to be consistently offered by American Job Centers (AJCs) in Kentucky, the Kentucky Career Center (KCC), Youth Workforce Investment Activities, Adult and Dislocated Worker Employment and Training Activities, Adult Education and Literacy, Employment Services, and Vocational Rehabilitation. As defined in WIOA Section 3(13), the core program provision is

derived from the following legislation:

- WIOA Title I Subtitle B Chapters 2 and 3 (relating to Youth, Adult, and Dislocated Worker employment and training activities);
- WIOA Title II (relating to Adult Education and Literacy activities);
- WIOA Title III Wagner-Peyser Act Sections 1 through 13 (relating to employment services); and
- WIOA Title IV Rehabilitation Act of 1973 Title I (relating to Vocational Rehabilitation services)

WIOA, specifically Title III – Wagner-Peyser, gives employers the same level of service and customer-oriented focus that is provided to individual program participants. The programs provided to employers are meant to strengthen their labor force and businesses are given incentives such as subsidized wages for individuals enrolled and undergoing training. Providing quality services to the business community is a mutual beneficial arrangement: companies receive skilled employees while Kentucky develops a higher-skilled, more productive workforce.

According to WIOA Section 108(b)(4)(B) business services are intended to promote, market, connect, and provide access to:

- Recruitment and Job Placement Services
  - Post Job Openings
  - Customized Hiring-Target Recruitment
  - Veteran’s Services
  - Migrant Seasonal Farm Worker Program (MSFW)
- Assessments
  - Assessments and/or Computer Testing Resources
  - TABE (Test of Adult Basic Education)
  - Worldwide Interactive Network Career Readiness System (WIN)
  - NCRC (National Career Readiness Certificate) ®
- Customized Hiring – Incentives
  - Work Opportunity Tax Credit
  - Kentucky Unemployment Tax Credit (UTC) program
  - Federal Bonding
- Rapid Response – Layoff Aversion
  - Worker Adjustment Retraining Notice (WARN)
  - Rapid Response
- Recruiting employers to Kentucky Career Centers, and
- Connecting job seekers and employers by facilitating relationships.

In addition to WIOA related resources and requirements, within Kentucky there are additional resources that provide direct services and resources to employers. These are incorporated within the Business Service strategy and include but are not limited to:

- Skills Development Initiatives
  - Registered and Industry Recognized Apprenticeship Programs
  - Internships and Work Experience

- Training incentive programs
  - On-the-Job Training (OJT)
  - Incumbent Worker Training
  - Transitional Jobs
- Customized training
  - Talent Pipeline Management systems
- Labor market information
  - KYSTATS
  - Focus Suite, and
- Sector strategy and career pathway development.

Collectively, these programs are designed to meet the needs of employers in relation to the economic needs of their respective region. An educated, adaptable, qualified labor market is the primary objective for workforce development in Kentucky; this sustained improvement of the Commonwealth's economy is accomplished through the alignment of business personnel needs and skills training. Kentucky's Business Service strategy includes a partnership of local and state workforce development organizations dedicated to providing proactive workforce development and skill development resources to business customers. This strategy offers a streamlined approach to assisting businesses with recruiting talent, training new and existing employees, and developing tomorrow's workforce. At its core, the BST strategy consists of five primary organizations:

- Kentucky Education and Workforce Development Cabinet (EWDC)
- Kentucky Cabinet for Economic Development (CED)
- The Kentucky Chamber's Workforce Center (Workforce Center)
- Kentucky Community and Technical College System (KCTCS)
- Local Workforce Development Boards

The strategy exists to provide unified, efficient, quality and seamless workforce services and resources to new, existing and expanding companies within the Commonwealth.

**V. Goodwill, Inc. shall provide the following:**

A career coach for 30 hours annually in addition to Goodwill staff partnering on 1-2 workforce system events per month for approximately 10 hours per month.

## **APPENDIX B**

### **Infrastructure and Additional Cost Sharing Memorandum of Understanding (MOU)**

The purpose of this part of the MOU is to establish the terms and conditions under which the parties will share infrastructure costs and resources in performance of the one-stop workforce system implementation plan. The parties will share system costs, i.e., those costs associated with operating the one-stop system and shared service costs, i.e., the costs associated with providing the planned shared services at a comprehensive Kentucky Career Center, including but not limited to annual costs for lease, utilities, janitorial, and equipment subject to the allowability of such financial participation under the state or federal law that governs each Partner's funds.

This Infrastructure and Additional Cost Sharing MOU will be reviewed and negotiated on an annual basis.

#### **B.1. Workforce System and One-Stop Kentucky Career Center Cost Allocation Methodology**

The parties agree to the extent feasible to align individual partner resources to support workforce development systems integration. Each partner commits to sharing costs for Centers where the partner participates. These MOUs will be negotiated using the appropriate cost allocation methodology, e.g., workstation cost, or FTE, or space or square footage. Each partner commits to sharing infrastructure costs, such as outreach to customers, as negotiated. Additional costs such as personnel that support the system, such as the one-stop systems operator, will be negotiated with each partner.

#### **B.2. In-Kind Arrangements**

In addition to selecting a method for the allocation of on-going costs, parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to by all of the parties and may be used to offset the costs of a party's responsibility for costs under the cost allocation plan. Each in-kind contribution must specify the actual worth of the contribution.

## APPENDIX C

### Initial Customer Complaint and Concern Resolution Policy, Policy Number: 2018-21

#### Purpose

The purpose of this Policy is to outline the process whereby participants in Workforce Innovation and Opportunity Act (WIOA) Youth, Adult and Dislocated Worker Funding Stream Programs may bring forward a general grievance or complaint regarding their program participation for review, consideration and resolution, if warranted. This Policy also applies to participants in South Central Workforce Development Board programs funded by other federal, State and/or local government sources.

This Policy does not apply to grievances and complaints regarding allegations of discrimination and/or a violation of civil rights. Participants seeking resolution of such must follow SCWDB Policy #2016-12, **Equal Employment Opportunity (EEO)/Process for Processing Grievance**.

It is the intent of the South Central Workforce Development Board that participation in workforce development programs be a positive experience for participants in order to underpin the attainment of their workforce goals in an effective and efficient manner.

#### Process

In order to request review and consideration under this Policy, participants must first present their grievance or complaint in writing to the relevant partner for consideration and resolution, if warranted. All partners are required to have their own internal grievance procedures for participants. It is the intent that general grievances or complaints can be resolved at the partner level, if at all possible.

In the event that a general grievance or complaint is not able to be resolved by the partner to the satisfaction of the participant, the following process steps are to be followed:

1. The participant may inform the SCWDB of the specific general grievance or complaint. Communication of information related to the grievance or complaint must be specific to the actual details of the matter, including partner's name; provide a timeline of the events related to such; identify any individual(s) involved; explain how his/her participation was affected; and, provide the resolution of the partner review of the grievance or complaint.

Grievances or complaints must be presented to the SCWDB CEO within thirty (30) days of the date of the partner's resolution and must be communicated in writing.

2. General grievances or complaints involving participation in a Youth Program, Adult or Dislocated Worker program, training provider or partner program delivered through the Kentucky Career Center or partner site are to be submitted to the South Central Workforce Development Board President/CEO at [robert@southcentralworkforce.com](mailto:robert@southcentralworkforce.com).

3. The President/CEO under Step #2 will review and consider the facts related to the matter. A written resolution of the matter will be issued to the participant within thirty (30) days of receipt of the general grievance or complaint.

4. A participant may appeal the resolution of the matter within fifteen (15) days from the date of the resolution. The appeal request must be communicated in writing.

Appeals regarding any of the areas within Step 2 shall be submitted to the SCWDB CEO who will submit it to the Governance Committee of the SCWDB for review. The Governance Committee who will issue a final resolution in writing within fifteen (15) days of the receipt of the appeal.

**Policy Distribution**

This Policy will be posted in the Kentucky Career Center Comprehensive One Stop Center, One-Stop Affiliate Sites and on the SCWDB website at [www.southcentralworkforce.com](http://www.southcentralworkforce.com). In addition, a copy of the Policy will be provided to all Youth Program Providers, Adult and Dislocated Worker Program Providers; One-Stop System staff; and, all program participants. Written receipt of this Policy by program participants will be documented and retained in their file.

**Recordkeeping and Retention**

SCWDB will maintain an automated or manual log of all general grievances or complaints to include: name and address of the complainant; description; date of final disposition; and, any other information that may be pertinent. Records will be maintained by staff of the SCWDBs Officer, as applicable, in a confidential manner for a period of three (3) years from the date of final disposition. Retaliation of any kind against participants that file general grievances or complaints is prohibited.

## **APPENDIX D**

### **Definitions**

#### **One-Stop Delivery System**

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The one-stop delivery system (herein also referred to as the Kentucky Career Centers) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop partners administer separately funded programs as a set of integrated streamlined services to customers.

*[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]*

#### **Continuous Quality Improvement (CQI)**

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The SCWDB is committed to CQI as the way business is conducted. CQI is a management philosophy used by organizations to better their processes by making them customer focused, data driven, efficient and effective.

#### **SCWDB Partnership Governance Structure**

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The partners that are parties to this MOU sit on a Partnership Team. This Team makes recommendations to the SCWDB on how to implement the Systems Integrators, the resources required, and the challenges that may be encountered. The Governance structure of the Partnership is further made up of the Business Solutions Team, a subcommittee of the Partner Team, as well as various workgroups put together from time to time to complete tasks assigned by either team. These teams operate using consensus as the decision making practice.

#### **Infrastructure Costs**

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Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

*[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]*

#### **Additional Costs**

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Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.

*[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]*

## **Infrastructure Funding Agreement (IFA)**

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The Infrastructure Funding Agreement (IFA) of the South Central Workforce Development service delivery system is the financial plan that the one-stop partners, the CEO, and the SCWDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other items, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The IFA may be considered the master budget that contains a set of resource sharing agreement budgets (RSAB) or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The IFA must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center. One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

## **Funding Types**

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### *Cash*

- Cash funds provided to the SCWDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

### *Non-Cash*

- Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

### *Third-Party In-Kind*

- Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
- Support the one-stop center in general; or
- Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

## **Allocation**

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Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

## **Cost Objectives**

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Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also 2 CFR §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]

## **APPENDIX E**

### **Partner On-Site Representation Schedule**

The South Central Workforce Development Board has focused efforts on building a system of workforce services as intended by WIOA. Services are delivered through a network of 20 access points, one comprehensive career center located in Bowling Green, KY, and one affiliate site career center, located in Glasgow, KY. The schedule below represents the system's approach to service delivery as opposed to delivery of services at a physical location.

#### ***Partner Affiliate Sites***

CDO and WIOA Youth and Adult Services are delivered at minimum once a month at each partner affiliate, in addition to the services already at the partner affiliate site. In addition, every partner's services are available through technological means at each site.

#### ***Comprehensive Kentucky Career Center*** (Schedules may vary for Monthly and Weekly)

- Daily - CDO services, Job Corp, and WIOA youth, adult and dislocated worker services are fully collocated
- Bi-monthly – all partners participate in Career Connect Events to work with employers to interview qualified applicants.
- Weekly – Kelly Services,
- Daily through Technology

#### **Comprehensive Career Center**

Kentucky Career Center-Bowling Green

803 Chestnut St.

Bowling Green, KY 42101

Hours of Operation: Monday-Friday, 8:00 a.m. to 4:30 p.m.

Phone: 270-746-7425

#### **Affiliate Career Center**

Kentucky Career Center-Glasgow

445 N. Green St.

Glasgow, KY 42141

Phone: 270-651-2121

**APPENDIX F**  
**MOU Strategic Action Plan**

**See Attached Local Strategic Plan**

## **APPENDIX G**

### **Steps to Reach Consensus**

#### ***1. Notification of Partners***

The South Central One-Stop Operator must notify all parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

#### ***2. Kickoff Meeting***

The South Central One-Stop Operator is responsible for convening all required and optional KCC-South Central partners to formally kick-off negotiations, and to ensure that, at a minimum, all KCC-South Central partners from all counties within the South Central Workforce Development Area are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the South Central One-Stop Operator must provide a detailed review of all relevant documents, facts, and information and ensure all parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

#### ***3. Negotiations***

Over the course of the four (4) weeks following the formal kickoff meeting, partners must submit all relevant documents to the South Central One-Stop Operator to begin drafting the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all parties.

#### ***4. Draft MOU***

Within six (6) weeks of the kickoff meeting, the South Central One-Stop Operator must email a complete draft of the MOU to all parties.

#### ***5. Review and Comment***

Within three (3) weeks of receipt of the draft MOU, all parties must review and return feedback to the South Central One-Stop Operator. It is advised that each party also use this time to allow their respective legal departments to review the MOU for legal sufficiency. It is the responsibility of the South Central One-Stop Operator to ensure all KCC-South Central partners are aware of the

comments and revisions that are needed.

**6. Finalized Draft**

The South Central One-Stop Operator must circulate the finalized MOU and secure Partner signatures within four (4) weeks of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all parties.

If determined that a partner is unwilling to sign the MOU, then the South Central WDB Chair (or designee) must ensure that the dispute resolution is followed.