

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

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

**2022-2024**

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

## Local Workforce Development Area: South Central Kentucky

### Kentucky Career Center (a.k.a. American Job Center/ One-Stop) Operations

**Vision:** To ensure customers receive efficient and effective high-quality workforce services in a seamless manner.

**Mission:** To lead the development and implementation of a highly effective workforce development system in the ten counties of South Central Kentucky in collaboration with business, economic development, education, and community organizations in the labor market area.

**Purpose of this MOU:** The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of each partner as mutually agreed by the parties for the operation of the Kentucky Career Center (KCC) service delivery system in the South Central Kentucky Workforce Area (Allen, Barren, Butler, Edmonson, Hart, Logan, Metcalfe, Monroe, Simpson, and Warren Counties) as required under the Workforce Innovation and Opportunity Act (WIOA). The following items in this section highlight several of the WIOA references/ requirements related to the MOU.

- A. WIOA Section 121(c) requires that each Local Workforce Development Board (LWDB), with the agreement of the Area's Chief Elected Official (CEO), develop and enter a memorandum of understanding (between the local board and the one-stop partners), with all the entities that serve as partners in the KCC delivery system that operates in each LWDB's local area. Appropriate funding and delivery of services provided pursuant to this MOU will be reviewed not less than once every 3-year period starting from the effective date of this MOU.
- B. WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter a memorandum of understanding with the LWDB in the respective area pursuant to WIOA Section 121(c).
- C. WIOA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's KCC delivery system. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIOA Section 121(b)(1).
- D. WIOA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIOA Section 121(b)(1)(B) may participate in a local area's KCC delivery system as "additional partners" and provide the services available under their programs through the KCC delivery system.
- E. Per WIOA Section 121(b)(2)(A) both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in an Area's KCC delivery system as KCC partners (Partners), whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, guidance, and policies as applicable and authorized under the Partner's program and in keeping with federal guidelines.
- F. WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the KCC system and that participation in the KCC delivery system is in addition to other requirements applicable to each partner's program under each authorizing law.
- G. The U.S. Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs—including WIOA.
- H. The DOL recognizes the Kentucky Education and Labor Cabinet (ELC) as the agency responsible for the administration and oversight of workforce development and employment-related programs in the Commonwealth of Kentucky—including WIOA.

Parties to the Agreement include: **(Attachment A)**

## Definitions

- A. **Administrative Entity:** Entity(ies) designated by the CEO to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, guidance, policies, plans, and the terms of this MOU.
- B. **Chief Elected Official:** Identified in WIOA Section 3 Definitions (9) as the chief elected officer of a unit of general local government in a local area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B).
- C. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KCC delivery system in each local area. The career services that must be provided as part of the KCC delivery system are listed in WIOA Section 134(c)(2).
- D. **Cost Allocation:** Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received to determine each partner's fair share of KCC operating costs.
- E. **Employer Services:** As mentioned in WIOA Section 116(b)(2)(i)(VI), local areas shall provide services to employers through the KCC delivery system to assist businesses and organizations with meeting their workforce talent needs (both current and future).
- F. **Fair Share:** The portion of KCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the KCC system.
- G. **Fiscal Agent:** An entity appointed by a local area's CEO in accordance with WIOA Section 107 (d)(12)(B)(i)(II) & (III) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEO from his/her liability for any misuse of grant funds.
- H. **Governor's Kentucky Workforce Innovation Board (KWIB):** Established by the Kentucky Governor under Executive Order 2020-587, dated October 7, 2020, to assist the Governor in creating an integrated statewide strategic plan for workforce development which will link workforce policies, education and training programs, and funding streams with the economic needs of Kentucky and its regions and in complying with the provisions and requirements of WIOA Section 101.
- I. **In-Kind Contributions:** 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the KCC by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going KCC delivery system operations. WIOA 121 (c)(2)(A)(ii)(I).
- J. **Local Area:** A local workforce investment area designated by the Governor, under WIOA section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i).
- K. **Local Workforce Development Board (LWDB):** The board created by the CEO pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.
- L. **Additional Partner:** Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, that is approved by the LWDB and the CEO, may be included as a KCC partner in a local area.
- M. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, WIOA 121(c)(2)(v) provides the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. (See Article II for specific Agreement Period.)
- N. **Kentucky Career Center (KCC) / One-Stop Delivery System:** The KCC delivery system is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers. The Kentucky Career Center is a

proud member of the national American Job Center network.

- O. **Kentucky Career Center One-Stop Operator:** An entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate a KCC site and to perform KCC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, guidance, policies, plans, and the terms of this MOU.
- P. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) and is required under that Section to participate in the KCC delivery system and to make the career services under its program or activity available through the KCC system.
- Q. **Resource Sharing:** Per 66 Fed. Reg. 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the KCC system. This can include “in-kind” contributions from third parties to partner programs. The LWDB, CEO and KCC partners may fund the costs of infrastructure of KCCs through methods agreed on by the LWDB, CEO and KCC partners through an Infrastructure Funding Agreement (IFA), which will require participation from onsite KCC partners. See Attachment O for more details.
- R. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Per WIOA 134(c)(3)(D), these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- S. **WIOA:** The Workforce Innovation and Opportunity Act (WIOA) amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.
- T. **WIOA Local Plan:** Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan, and the local board, in partnership with the chief elected official, shall prepare, and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area’s current and projected workforce investment needs, the KCC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.
- U. **WIOA State Plan:** The term “State plan”, used without further description, means a unified State plan under Section 102 or a combined State plan under Section 103.

## **Article I: Kentucky Career Center System Description**

### **A. Overview & General Description**

- 1. All LWDBs are required to establish and operate local KCC service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas.
- 2. WIOA Section 134(c) lists the services and activities that must be provided through the KCC delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the KCC delivery system in each local area and requires the LWDBs to describe the activities and functions of the KCC service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.
- 3. **Local Area’s KCC Locations - Attachment B**

### **B. Administrative Structure – Attachment C**

## **Article II: Agreement Period**

This MOU will be in effect from **July 1, 2022** through **June 30, 2024**. This MOU will be reviewed during this term to ensure appropriate funding and optimal customer services are maintained. If additional negotiations, discussions,

and/or signatures are being pursued, partners will continue to operate under the umbrella of this agreement. The MOU and accompanying IFA may be updated as needed, in response to program, funding, and/or staffing changes as well as adjustments made in response to customer (job seeker/ employer) needs.

### **Article III: Partner Responsibilities**

- A. WIOA Section 121(b)(1)(A) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this Article:
1. Make career services provided under the Partner's program available to individuals through the Area's KCC delivery system in accordance with Article IV of this MOU.
  2. Participate in infrastructure cost-sharing activities as described in Article VI of this MOU and use a portion of the funds made available to each partner's program to the extent consistent with the federal law that authorizes each partner program to:
    - a. Maintain the KCC delivery system; and
    - b. Provide career services per WIOA Section 134(c)(2).
  3. Participate in the operation of the KCC system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, Partner responsibilities include:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, guidance, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB, or One-Stop Operator acting on behalf of the LWDB, of any changes to the rules governing its respective program that impact the partner's performance under this MOU.
  3. Each partner must ensure compliance by its staff members who work in the KCC with KCC policies and procedures. Should a conflict exist between the KCC's personnel policies and a partner's personnel policies, the partner's policies will prevail.
  4. To the extent possible, use of common practices and procedures; forms and documents; software systems, applications, and/or web-based interfaces (i.e. KEE Suite, Kentucky's Labor Exchange System, Salesforce/KIBES, CMS, WIA.net, Google Drive/ Docs, local and state KCC websites, etc.) as designated by state, federal, or local administrative entities; and other forms of media as agreed to by all parties in the performance of KCC services and activities and functions that support the KCC service delivery system.

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

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

**D. Partner On-Site Representation Schedule: Attachment F.**

**E. Additional Partner Services: Attachment E.**

**Article V: Method of Referral**

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the KCC Operator(s) and the partners for the services and activities described in Article IV will be performed using the following methods:

**Method of Referral: Attachment G**

**Article VI: Resource Sharing/Infrastructure Funding**

**A. Kentucky Career Center Infrastructure Funding Agreement (IFA, formerly the Resource Sharing Agreement/RSA):**

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the KCC service delivery system are based on benefit received and must be described in this MOU.
2. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules applicable to each partner's type of organization. Note: The Infrastructure Funding Agreement (IFA) / Resource Sharing Document helps ensure the proportionate resource-sharing for all partners **onsite** at a local Kentucky Career Center. The IFA must identify:
  - a. The shared KCC costs.
  - b. The methodologies that will be used to determine each party's proportionate "fair" share of costs.
  - c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
  - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

**B. Kentucky Career Center Operating Costs:**

1. The shared KCC operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs is identified in the Kentucky Career Center Infrastructure Funding Agreement (IFA), which is included as **Attachment O** to this MOU and hereby incorporated. The methodologies that will be used to determine each party's fair share of KCC operating costs and to allocate each party's fair share are as follows:
  - a. Onsite space utilization;
  - b. Identification of Shared Costs and Shared Cost budget/expenses;
  - c. Proportionate Share and Cost Allocation; and
  - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment, in-kind, and other resources).

**C. Program Costs/Services:**

1. Costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.
2. All IFA parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:

- a. **Methodology to Determine Shared Service Costs: [Described in Attachment H]**
- b. **Treatment of Costs Chargeable to More than One Partner Program: [Described in Attachment I]**

**D. Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in the KCC Infrastructure Funding Agreement (IFA) included as Attachment O will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20(b)(4) requires a comparison of actual costs to budgeted costs. Local workforce development areas will determine actual costs in accordance with local procedures and will submit the actual expenditures of all partners on at least an annual basis or more frequently as deemed necessary by the KY Workforce Investment Board (KWIB).
2. Updates to the IFA will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWDB and all affected partners. LWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.

### **Article VII: Termination/Separation**

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

1. All parties mutually agree to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that KCC operations cannot continue as specified herein and a new MOU must be negotiated.
3. WIOA regulations or statute is repealed; or
4. Local area designations are changed.

**B. Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU for convenience upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and will amend this MOU per Article VIII. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.

**C. Effect of Termination:** Any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local KCC system. In addition, the terminated partner may also be ineligible to serve on the LWDB as a partner representative.

**D. Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CEO, and the remaining partners.

### **Article VIII: Amendment**

**A.** This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, guidance, or policies or for one or more of the following reasons:

1. The addition or removal of a partner from this MOU;
2. Removal or addition of program responsibilities for any partner that administers more than one federal program;
3. An extension of the effective ending date per Article II;

4. A change in the KCC Operator or Fiscal Agent or a change in the physical location of a KCC; and/or
  5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- B. All parties agree that amendments for the reasons listed in Paragraphs 1 and 2 of Section A need only be signed by authorized representatives of the LWDB, the CEO, and the affected partner(s). Amendments for the reasons listed in all other Paragraphs of this Article or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the LWDB that includes:
    - a. The requesting party's name.
    - b. The reason(s) for the amendment request.
    - c. Each Article and Section of this MOU that will require revision.
    - d. The desired date for the amendment to be effective.
    - e. The signature of the requesting party's authorized representative.
  2. If the request is approved, the LWDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
  3. If a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWDB within the specified timeframe.
  4. LWDB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
  5. The final, approved amendment will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.
  6. LWDB will distribute copies of the fully executed amendment to all parties upon execution.
- C. This MOU, including its Attachments, constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's KCC service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.

### **Article IX: Confidentiality**

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees—including, but not limited to:
1. 29 USC 2935(a)(4) - as amended by WIOA - Reports, Recordkeeping, Investigation.
  2. 29 U.S.C. 2871(f)(3) - as amended by WIOA – regarding complying with confidentiality.
  3. 20 CFR Part 603 – Safeguards and security requirements regarding disclosed information under Unemployment Compensation.



4. 42 USC 503(d)– regarding state laws governing UI operations.
  5. 20 CFR 617.57(b) – regarding disclosure of information under the Trade Act.
  6. 29 U.S.C.A. 491-2(a)(2) - as amended under WIOA – regarding information to be confidential under the Wagner Peyser Act.
  7. The Privacy Act (5 USC 552a).
  8. The Family Educational and Privacy Rights Act (20 USC 1232g)
  9. 34 CFR 361.38 – regarding use and release of personal information of Vocational Rehabilitation Services participants.
  10. HIPAA: 45 CFR 164.500 – 164.534.
  11. KRS 194A.060 and KRS 205.175 Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law.
  12. KRS 341.190(3) regarding use and disclosure of Unemployment Compensation records.
  13. KRS 151B.280 (5) and attendant administrative regulation(s) regarding confidentiality of employment and service records which directly or indirectly identify a client or former client.
  14. KY Education and Workforce Development Cabinet Policy EDU-05 regarding disclosure of securitybreach of computerized personal information data.
  15. KRS 61.870 - 61.884 regarding release of and access to confidential personal information.
  16. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934.
  17. 2 CFR 200.303 regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information (e.g. address, social security numbers, date of birth, wages, employer information, and barriers to employment, etc.) will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party that receives Personal Information as defined by Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934, (the "Act"), shall secure and protect the Personal Information by complying with all requirements applicable to non-affiliated third parties set forth in the Act. The parties shall notify the Education and Labor Cabinet (ELC), as soon as possible but not to exceed seventy-two (72) hours of any suspected breach of Personal Information provided by or stored on behalf of ELC. Notification shall be made to ELC's Security Incident Response Team at [EDU.SecurityRequest@ky.gov](mailto:EDU.SecurityRequest@ky.gov). The parties shall also notify the Executive Director of the Office of Unemployment Insurance within the Kentucky Labor Cabinet, as soon as possible but not to exceed seventy-two (72) hours of any suspected breach involving unemployment insurance information. The parties hereby agree to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act. The parties further agree to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933. If upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, it is determined the breach was caused by employees or agents of a specific party, that party agrees to bear the costs of the notification, investigation, and mitigation of the security breach. In accordance with KRS 61.932(2)(a), the parties shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach

investigation procedures and practices established by the Commonwealth Office of Technology.  
(See <https://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>.)

## **Article X: Impasse—Dispute Resolution**

For purposes of this MOU and for KCC-related issues, each party expressly agrees to participate in good faith negotiations to reach a consensus. However, should a dispute arise among any parties to this MOU in negotiations to amend or renew this MOU or in matters pertinent to local KCC operations or activities not addressed in this MOU, all parties agree to utilize the process cited in Attachment J. The Executive Directors of applicable state agencies will designate an individual to negotiate and resolve any impasses involving state-level partners.

### **Impasse-Dispute Resolution – Attachment J**

If all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWDB will report the impasse to the Department of Workforce Investment as the MOU oversight agency, which will intervene with the parties to resolve the disputed issue(s).

This MOU is legally binding. Therefore, if all reasonable attempts to resolve any impasse are unsuccessful, the document may be enforced in court.

## **Article XI: Indemnification Clause/ Limitation of Liability**

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.

## **Article XII: 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.

## **Article XIII: General Provisions**

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

- A. **Jobs for Veterans Act.** As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 4215.
- B. **Americans with Disabilities Act.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to the Americans with Disabilities Act, 42 USC 12101 et seq., and Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794.
- C. **Pro-Children Act.** If any KCC activities call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (20 USC 7183) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

- D. **Drug-Free Workplace.** Each party, its officers, employees, members, sub-recipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with Drug-Free Workplace Act, 41 USC 8101, and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and sub-recipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows, and understands the Commonwealth of Kentucky's ethics and conflict of interest laws, which includes the Governor's Executive Order 2008- 454 and its amendment pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Kentucky ethics laws or the Executive Order.

#### **Article XIV: Choice of Law and Forum**

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this MOU and in which a state agency is a party shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. All parties shall bear their own costs and attorney's fees related to any dispute arising out of this MOU.

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

#### **Article XV: Counterpart**

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

*Signature Pages Follow*

*Remainder of Page Intentionally Left Blank*

# South Central Kentucky Career Center Memorandum of Understanding

## Attachments

|               |  |
|---------------|--|
| Attachment A: | Parties to the Agreement                                       |
| Attachment B: | Local Area's Kentucky Career Centers Locations                 |
| Attachment C: | Administrative Structure                                       |
| Attachment D: | Required Partner Services                                      |
| Attachment E: | Additional Partner Services                                    |
| Attachment F: | Partner On-Site Representation Schedule                        |
| Attachment G: | Method of Referral   |
| Attachment H: | Methodology to Determine Shared Service Costs                  |
| Attachment I: | Treatment of Costs Chargeable to more than One Partner Program |
| Attachment J: | Impasse – Dispute Resolution                                   |
| Attachment K: | Non-Discrimination and Equal Opportunity                       |
| Attachment L: | Kentucky Career Center Services                                |
| Attachment M: | Monitoring and Continuous Quality Improvement                  |
| Attachment N: | Local Workforce Development Board Strategic Plan Elements      |
| Attachment O: | Kentucky Career Center Infrastructure Funding Agreement (IFA)  |
| Attachment P: | Signature Pages  |

**Parties to the Agreement****ATTACHMENT A**

|                 |  |
|-----------------|--|
| <b>LWDB</b>     | South Central Kentucky Workforce Board |
| <b>CEO Name</b> | Jon Sowards                            |

**Required Partners**

| <b>Partner Name</b>                           | <b>Program</b>  | <b>Program Authority</b>  |
|---|---|---|
| <b>Career Team</b>                            | WIOA Title I – Adult, Dislocated Worker and Youth Programs, One-Stop Operator | WIOA Title I – Adult, Dislocated Worker, and Youth Programs, Employment and Training Programs (WIOA 121 (b)(1)(B)(xi))  |
| <b>KY Career Development Office (CDO)</b>     | WIOA Title III – Wagner-Peyser, Trade-TAA/TRA, Veterans' Workforce Programs   | WIOA Title III – Wagner-Peyser Act Programs (29 USC 49), Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2271), Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)) |
| <b>KY Office of Vocational Rehabilitation</b> | WIOA Title IV – Rehabilitation  | Rehabilitation Act, Title 1, Parts A&B Rehabilitation Services Commission (29 USC 720)  |
| <b>Skills U / KY Adult Education</b>          | WIOA Title II   | WIOA Title II 121(b) (1) (B)(iii) – Adult Education and Literacy  |

**Additional Partners**

| <b>Partner Name</b>                 | <b>Program</b>   | <b>Program Authority</b>  |
|-------------------------------------|--|---|
| <b>KY Farmworker Programs, Inc.</b> | Employment and Training Program funded by the National Farmworker Jobs Program | WIOA Title I Section 167, National Farmworker Jobs Program (NFJP) |

| <b>Location Code</b> | <b>KY Career Center Name or Service Area</b> | <b>Address</b>   | <b>Center Category</b> | <b>KCC Manager or Lead Site Representative* (if applicable)</b> |
|----------------------|--|--|------------------------|---|
| 1                    | KCC-Bowling Green                            | 803 Chestnut Street<br>Bowling Green, KY 42103           | One Stop Center        | Franklin Garabato   |
| 2                    | KCC-Glasgow                                  | 221 North Green Street<br>Glasgow, KY 42121              | One Stop Center        | Franklin Garabato   |
| 3                    | Allen County<br>Adult Education Center       | 1501 Bowling Green Road<br>Scottsville, KY 42164         | Access Point           | Shannon Gottke  |
| 4                    | Allen County<br>Public Library               | 106 W. Public Square<br>Scottsville, KY 42164            | Access Point           | Shannon Gottke  |
| 5                    | Barren County<br>Adult Education Center      | 129 State Ave., Bldg. F<br>Glasgow, KY 42141             | Access Point           | Shannon Gottke  |
| 6                    | Butler County<br>Adult Education Center      | 799 Veterans Way<br>Morgantown KY 42261                  | Access Point           | Shannon Gottke  |
| 7                    | City Hall                                    | 103 Duke Street<br>Cave City, KY 42127                   | Access Point           | Shannon Gottke  |
| 8                    | Edmonson County<br>Adult Education Center    | 100 Park Place<br>Brownsville, KY 42210                  | Access Point           | Shannon Gottke  |
| 9                    | Edmonson County<br>Public Library            | 280 Ferguson Street<br>Brownsville, KY 42210             | Access Point           | Shannon Gottke  |
| 10                   | Hart County<br>Adult Education Center        | 230 Interstate Plaza<br>Munfordville, KY 42865           | Access Point           | Shannon Gottke  |
| 11                   | Logan County<br>Adult Education Center       | 201 W. 6 <sup>th</sup> Street<br>Russellville, KY 42276  | Access Point           | Shannon Gottke  |
| 12                   | Logan County<br>Good Samaritan Center        | 602 E. 4 <sup>th</sup> Street<br>Russellville, KY 42276  | Access Point           | Shannon Gottke  |
| 13                   | Logan County<br>Public Library               | 225 Armory Drive<br>Russellville, KY 42276               | Access Point           | Shannon Gottke  |
| 14                   | Metcalfe County<br>Bowling Park              | 1608 W. Stockton Street<br>Edmonton, KY 42129            | Access Point           | Shannon Gottke  |
| 15                   | Monroe County<br>Adult Education Center      | 309 Emberton Street<br>Tompkinsville, KY 42167           | Access Point           | Shannon Gottke  |
| 16                   | Monroe County<br>Public Library              | 500 W. 4 <sup>th</sup> Street<br>Tompkinsville, KY 42167 | Access Point           | Shannon Gottke  |
| 17                   | Simpson County<br>Adult Education Center     | 175 Davis Drive<br>Franklin, KY 42134                    | Access Point           | Shannon Gottke  |
| 18                   | Simpson County<br>Literacy Center            | 231 South College Street<br>Franklin, KY 42134           | Access Point           | Shannon Gottke  |
| 19                   | Warren County<br>Adult Education Center      | 1845 Loop Drive<br>Bowling Green, KY 42101               | Access Point           | Shannon Gottke  |

**Local Administrative Entities**

|    | <b>Function/<br/>Role(s)</b>          | <b>Entity Name &amp; Contact</b>   | <b>Address</b>  | <b>Email</b>   |
|----|---------------------------------------|--|---|--|
| 1. | Chief Elected Official                | Mike Buchanon, Warren County Judge Executive   | 429 E. 10 <sup>th</sup> Avenue<br>Bowling Green, KY 42101 | <a href="mailto:mike.buchanon@ky.gov">mike.buchanon@ky.gov</a>   |
| 2. | LWDB Director and Board Support Staff | Jon Sowards, President/CEO<br><br>Brian Becker, VP of Operations and Special Projects<br><br>Leslie Witty, Director of Communications<br><br>DaRhonda Hawthorne, Office Manager<br><br>Jessica Calvert, Quality Control Coordinator<br><br>Aaron Poynter, Director of Re-entry Programming<br><br>Jana Shell, Re-entry Programs Coordinator<br><br>Ana Sancristoful, New American Employment Coordinator | 2355 Nashville Rd., Ste C101<br>Bowling Green, KY 42101   | <a href="mailto:jon@southcentralworkforce.com">jon@southcentralworkforce.com</a><br><br><a href="mailto:brian@southcentralworkforce.com">brian@southcentralworkforce.com</a><br><br><a href="mailto:leslie@southcentralworkforce.com">leslie@southcentralworkforce.com</a><br><br><a href="mailto:darhonda@southcentralworkforce.com">darhonda@southcentralworkforce.com</a><br><br><a href="mailto:jessica@southcentralworkforce.com">jessica@southcentralworkforce.com</a><br><br><a href="mailto:aaron@lcadd.org">aaron@lcadd.org</a><br><br><a href="mailto:jana@lcadd.org">jana@lcadd.org</a><br><br><a href="mailto:ana@southcentralworkforce.com">ana@southcentralworkforce.com</a> |
| 3. | Fiscal Agent                          | Khalid Qazi, National Able Network Inc.  | 567 W. Lake St., Ste 1150<br>Chicago, IL 60661            | <a href="mailto:kqazi@nationalable.org">kqazi@nationalable.org</a>   |
| 4. | KCC / One-Stop Operator               | Franklin M. Garabato   | 803 Chestnut Street<br>Bowling Green, KY 42103            | <a href="mailto:frankgarabato@careerteam.com">frankgarabato@careerteam.com</a>   |

**State Administrative Entity**

|  |                        |  |   |  |
|--|------------------------|--|---|--|
|  | State Workforce Agency | Department of Workforce Investment<br>Mary Pat Regan, Acting Secretary, KY Education and Workforce Development Cabinet | 500 Mero Street, 4 <sup>th</sup> Floor<br>Frankfort, KY 40621 | <a href="mailto:maryp.regan@ky.gov">maryp.regan@ky.gov</a> |
|--|------------------------|--|---|--|

**Required Partner Services**

**ATTACHMENT D**

The following table identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in **Attachment L**. The service delivery methods are identified by the codes listed in the KCCServices Document.

| Partner Name                           | Program Name (Attachment A)   | KCC/ One-Stop Services (Enter Number from Attachment L) |          |              | Service Delivery Method (Attachment L) | Location Code (Attachment C) |
|--|---|---|----------|--------------|--|------------------------------|
|  |   | Career  | Training | Employer     |  |                              |
| Career Team                            | WIOA Title 1 – Adult Dislocated Worker and Youth, Business Services Team, KCC/One-Stop Operator | 1 - 8, 10 -17   | 1 - 9    | 1 - 8        | FT, PT, T, A, B, P                     | 1 - 19                       |
| KY Career Development Office           | Trade Act, Title II, TAA WIOA Title III Wagner-Peyser Veterans Workforce Program                | 1 - 10 & 13   | 7        | 1 - 4, 6 - 8 | FT, T, A, B, P                         | 1                            |
| KY Office of Vocational Rehabilitation | Vocational Rehabilitation – All services provided are for eligible persons with disabilities.   | 1 - 17 excluding 9                                      | 1 – 9    | 1 - 8        | FT, PT, T, A, B                        | 2                            |
| Skills U / KY Adult Education          | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II                                | 3, 12   | 8        | 3, 5         | PT, A, B, P                            | 2                            |



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

| Partner Name                    | Program Name<br>(Attachment A)  | KCC/ One-Stop Services (Enter<br>Number from Attachment L) |          |          | Service<br>Delivery<br>Method<br>(Attachment L) | Location<br>Code<br>(Attachment C) |
|---------------------------------|---|--|----------|----------|---|------------------------------------|
|                                 |   | Career   | Training | Employer |   |                                    |
| KY Farmworkers<br>Program, Inc. | WIOA Title I Section 167,<br>National Farmworker Jobs<br>Program (NFJP) | 1-17<br>excluding 9  | 1 - 9    | 1 - 8    | FT, T, A, B, P                                  | 2                                  |

| <b>Kentucky Career Center (KCC-Bowling Green and KCC-Glasgow)</b> |                   |                                       |                   |                        |
|---|-------------------|---------------------------------------|-------------------|------------------------|
| <b>Partner Onsite Representation Schedules</b>                    |                   |                                       |                   |                        |
| <b>Location (Bowling Green)</b>                                   |                   |                                       |                   |                        |
| <b>Partner: Career Team</b>                                       | <b># of Staff</b> | <b>Weekly staff hours (estimated)</b> | <b># of FTE's</b> | <b>% of Total FTEs</b> |
| Bacon, Matt (Executive Director)                                  |                   | 40.0                                  |                   |                        |
| Bass, Jasmine (Career Advisor)                                    |                   | 40.0                                  |                   |                        |
| Brown, Jake (Business Service Team)                               |                   | 40.0                                  |                   |                        |
| Bullock, Minnie (KCC-Glasgow Reception/Assistant)                 |                   | 32.0                                  |                   |                        |
| Garabato, Franklin (One Stop Operator)                            |                   | 25.0                                  |                   |                        |
| Gottke, Shannon (Partnership Ambassador)                          |                   | 40.0                                  |                   |                        |
| James, Monique (Career Advisor)                                   |                   | 40.0                                  |                   |                        |
| Miller, Betty (KCC-Glasgow Reception/Assistant)                   |                   | 32.0                                  |                   |                        |
| Palmer, Toni (Navigator)  |                   | 32.0                                  |                   |                        |
| Pok, Ra (Career Advisor)  |                   | 40.0                                  |                   |                        |
| Settles, Amy (Program Coordinator)                                |                   | 40.0                                  |                   |                        |
| Vasquez, Dulce (KCC-Glasgow Reception)                            |                   | 32.0                                  |                   |                        |
| Wilson, Bionca (Business Service Team)                            |                   | 40.0                                  |                   |                        |
| <b>TOTALS</b>   | <b>13</b>         | <b>473.0</b>                          | <b>8</b>          | <b>69%</b>             |
| <b>Location (Bowling Green)</b>                                   |                   |                                       |                   |                        |
| <b>Partner: Career Development Office (CDO)</b>                   | <b># of Staff</b> | <b>Weekly staff hours (estimated)</b> | <b># of FTE's</b> | <b>% of Total FTEs</b> |
| Bratcher, Stephanie (WFD Facilitator)                             |                   | 37.5                                  |                   |                        |
| Douglas, Vernetta (WFD Manager)                                   |                   | 37.5                                  |                   |                        |
| Grimando, Anthony (Local Veterans Employment Representative)      |                   | 37.5                                  |                   |                        |
| Harris, Valencia (WFD Specialist II)                              |                   | 37.5                                  |                   |                        |
| Lamers, Kymber (WFD Facilitator)                                  |                   | 37.5                                  |                   |                        |
| Ma, Asha (Adecco Employment Specialist)                           |                   | 37.5                                  |                   |                        |
| Nelson, Vanessa (Adecco Receptionist)                             |                   | 37.5                                  |                   |                        |
| Riley, John (WFD H1B2 Specialist II)                              |                   | 37.5                                  |                   |                        |

|  |                   |                                       |                   |                        |
|--|-------------------|---------------------------------------|-------------------|------------------------|
| Smith, Carissa (KCC-Bowling Green Security)          |                   | 37.5                                  |                   |                        |
| Tanner, Chandi (WFD Specialist II)                   |                   | 37.5                                  |                   |                        |
| Tutko, Andrew J (WFD Consultant)                     |                   | 37.5                                  |                   |                        |
| Vazquez, Wendy (Adecco Employment Specialist)        |                   | 37.5                                  |                   |                        |
| Wade, Jennifer (WFD Facilitator)                     |                   | 37.5                                  |                   |                        |
| Walker, Tajae (WFD Specialist II)                    |                   | 37.5                                  |                   |                        |
| Yeckering, Denise (WFD Specialist I)                 |                   | 37.5                                  |                   |                        |
| Ennis, Staci (KCC-Bowling Green Security)            |                   | 37.5                                  |                   |                        |
| <b>TOTALS</b>  | <b>16</b>         | <b>600.0</b>                          | <b>16</b>         | <b>100%</b>            |
| <b>Location (Glasgow)</b>                            |                   |                                       |                   |                        |
| <b>Partner: Office of Vocational Rehabilitation</b>  | <b># of Staff</b> | <b>Weekly staff hours (estimated)</b> | <b># of FTE's</b> | <b>% of Total FTEs</b> |
| Adwell, Trista (Vocational Rehabilitation Counselor) |                   | 37.5                                  |                   |                        |
| Brooks, Paula (Job Placement Specialist)             |                   | 37.5                                  |                   |                        |
| Bass, Kelly (Vocational Rehabilitation Counselor)    |                   | 37.5                                  |                   |                        |
| Mayes, Carol (Adecco OVR Assistant)                  |                   | 37.5                                  |                   |                        |
| Williams, Janea (Administrative Specialist III)      |                   | 37.5                                  |                   |                        |
| Wooten, Ricky (Vocational Rehabilitation Counselor)  |                   | 37.5                                  |                   |                        |
| <b>TOTALS</b>  | <b>6</b>          | <b>225.0</b>                          | <b>6</b>          | <b>100%</b>            |
| <b>Location (Bowling Green)</b>                      |                   |                                       |                   |                        |
| <b>Partner: Skills U / KY Adult Education</b>        | <b># of Staff</b> | <b>Weekly staff hours (estimated)</b> | <b># of FTE's</b> | <b>% of Total FTEs</b> |
| Sullivan, Margaret (Coordinator)                     |                   | 4.5                                   |                   |                        |
| <b>TOTALS</b>  | <b>1</b>          | <b>4.5</b>                            |                   | <b>0%</b>              |
| <b>Location (Glasgow)</b>                            |                   |                                       |                   |                        |
| <b>Partner: Kentucky Farmworker Programs, Inc.</b>   | <b># of Staff</b> | <b>Weekly staff hours (estimated)</b> | <b># of FTE's</b> | <b>% of Total FTEs</b> |
| Taylor, Christy (Employment & Training Specialist)   |                   | 40.0                                  |                   |                        |
| <b>TOTALS</b>  | <b>1</b>          | <b>40.0</b>                           | <b>1</b>          | <b>100%</b>            |

Note: above information is subject to change, based on partner staffing, location, and funding updates.



## Delivery, Customer Flow, and Referral

### 1. PURPOSE

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

### 2. PROCEDURE

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

For submission purposes, the proportionate share for all KCC onsite partners is currently calculated using square footage/ space utilization. As the Infrastructure Funding Agreement (IFA) will illustrate, appropriate allocation methodology adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs,etc. The comprehensive IFA will be completed/ stored/ updated via the Commonwealth SharePoint site.

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

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

### **1. Consensus Decision-Making**

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

### **2. Center-level Dispute Resolution Procedures**

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

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

The following reflects the KCC and LWDA statement on EEO:

The South Central Kentucky Workforce Board embraces the need for diversity, equity, and inclusion to be a component of everything we do. These priorities are outlined in our diversity, equity, and inclusion action plan, which includes:

Staff, customers, or partners who feel they have experienced discrimination, should report this information to the One-Stop Operator at 803 Chestnut Street, Bowling Green, Kentucky, or the South Central Kentucky Workforce Board Director at 2355 Nashville Road, Suite C101, Bowling Green, Kentucky.

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 Acts of 1964, as amended, which prohibits discrimination on the basis 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.



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

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

1. **Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the criteria set by an agency or program to decide if the individual qualifies for participation.
2. **Outreach, Intake, and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the Kentucky Career Center (KCC), affiliate, or self-service location.
3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs to recommend next steps and determine potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and reemployment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications, experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for the individual.
5. **Employment Statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see Kentucky LMI, <https://kystats.ky.gov/>. The local WIB Data Specialist will also be a resource in this area.
6. **Eligible Provider Performance and Program Cost Information:** Collect and provide information on:
  - a. Eligible training service providers (described in WIOA Section 122).
  - b. Eligible youth activity providers (described in WIOA Section 123).
  - c. Eligible adult education providers (described in WIOA Title II).
  - d. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 2301).
  - e. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area's recent performance measure outcomes.
8. **Supportive Services' Information:** Collect and provide information on services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in employment and training activities.
9. **Unemployment Compensation/ Insurance Support Services:** General information on filing an Unemployment Insurance (UI) claim; access to telephone, online, and/or email resources for technical UI support and troubleshooting.

10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and on financial aid assistance for training and education programs that are available in the local area.
11. **Follow-Up Services:** Services provided to participants who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment. These services assist those individuals to maintain employment or qualify for promotions with that employment.
12. **Comprehensive and Specialized Assessments:** A closer look at the skills levels and service needs that may include:
  - a. Diagnostic Testing and use of other assessment tools; and
  - b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
13. **Individual Employment Plan Development:** Working with individuals to identify their employment goals, the appropriate achievement objectives, and the appropriate combination of services that will help the individual achieve those goals.
14. **Group Counseling**
15. **Individual Counseling and Career Planning**
16. **Case Management:** For participants who receive training services under WIOA Section 134(d)(4).
17. **Short-Term Prevocational Services:** Can include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

## Training Services

Services offered through a training provider to help individuals upgrade their skills, earn degrees and certifications, or otherwise enhance their employability through learning and education. Types of training services include:

1. **Occupational Skills Training:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.
2. **On-the-Job Training (OJT):** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee often calculated based on a percentage of the trainee's wages.
3. **Workplace and cooperative education:** Programs that combine workplace training with related instruction which may include cooperative education programs.
4. Training programs operated by the private sector
5. **Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential.
6. **Entrepreneurial training**
7. **Job-readiness training**
8. **Adult Education and KY Skills U programs:** Services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-

on-one instruction, coursework, or workshops that provide direction for the development and ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function in society or on the job.

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

## Employer Services

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

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

### Service Delivery Codes:

| Code  | Method Description                                 |
|-------|--|
| FT    | On-Site Staff Full Time                            |
| PT    | On-Site Staff Part Time                            |
| C     | Contracted Service On-Site Full Time               |
| C/PT  | Contracted Service On-Site Part Time               |
| C/Off | Contracted Service Off-Site                        |
| T     | Access Via Telephone                               |
| A     | Access Via Automated System or web-based interface |
| B     | Brochure/Handout/ Printed Collateral               |
| P     | Materials/ posting at KCC                          |
| O     | Other  |
| NA    | Not Applicable                                     |

### Agency/ Organization Monitoring

The LWDA acknowledges and appreciates the existing internal and external monitoring practices of each partnering organization/agency under this MOU. This MOU is not intended to alter, replace, or directly impact those existing practices, but rather, support the respective monitoring and Continuous Quality Improvement (CQI) efforts of each organization for the overall benefit of the local Kentucky Career Center system.

Local, State, and Federal Monitoring of WIOA Programs

For certain WIOA- Title I programs (e.g. Adult, Dislocated Worker, Youth, Employment Service, etc.), the LWDA staff, officials from the State and Local administrative entities, and/or the U.S. Departments of Labor, Education, and Health and Human Services may conduct fiscal and/or programmatic monitoring to ensure the following:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State guidance or policies,
- Those laws, regulations, guidance, 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 may be invited and/or requested to participate in programmatic and/or fiscal monitoring conducted by the above entities, when appropriate.

### Continuous Quality Improvement (CQI)

The LWDA and KCC practice ongoing CQI efforts to ensure that the local workforce development system is effective, innovative, collaborative, efficient, customer-centered, and data-driven. This effort is led by the LWDA and supported by the KCC Continuous Quality Improvement Committee, overseen by the One-Stop Operator, and made up of all KCC core partners. This Committee tracks KCC customer flow/ volume/ outcomes, recommends strategies to improve system-wide effectiveness, and pursues relevant opportunities for leveraging and maximizing workforce resources/ partnerships, while reducing duplication/ redundancy.

The organizing construct for the Strategic Plan follows a simple WHO, WHAT, WHEN, WHERE, WHY, and HOW format to articulate and demonstrate the SCWDB's plan of action. The plan covers program years (PY) 2022 through 2024 in accordance with Workforce Innovation and Opportunity Act (WIOA) planning requirements. This plan, in accordance with Section 108(a) of the WIOA requirements, aligns with both the local plan and the Combined State Plan.

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

- a. Execute a sector-based strategy that addresses workforce shortages in high demand, high wage occupations.
- b. Establish a clear channel for employer engagement in workforce development services.
- c. Increase the number of employers participating in Work-Based Learning experiences and Apprenticeships.
- d. Leverage employer data on workforce projections and training needs to develop a local talent pipeline.
- e. Engage employers in education efforts from early childhood through Grade 12 and postsecondary

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.

- a. Increase career exploration opportunities for students (P-12 and Post-Secondary).
- b. Encourage school systems, informed by employers, to increase the dual credit and credentialing programs, allowing students to graduate with market-relevant credentials.
- c. Increase awareness of market-relevant career pathways among students, educators, career counselors and parents.
- d. Facilitate / support High School student workforce preparation.
- e. Create opportunities for early-, mid-, and later-career learning opportunities for job seekers and/or workers in order to provide grow, upskill and adapt to changing workforce requirements.

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

- a. Develop unique programming for Board-directed "Focus Populations".
- b. Strengthen collaboration across workforce development, social services, employers, and non-profits to address barriers to employment for individuals.
- c. Develop and promote strategies for employers to address employment barriers.

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

- a. Implement a framework that monitors and forecasts our ability to meet goals and programming metrics.
- b. Identify and address organizational and structural changes necessary to improve outcomes, collaboration and accountability.
- c. Define and create an effective communication approach to services to ensure consistent, quality customer experiences.
- d. Implement processes that strengthen relationships between key stakeholders across the region's workforce system.

**Infrastructure Funding Agreements** (IFAs) are tools to determine, document, and (when possible) help reconcile all proportionate KCC cost-sharing through inter-agency collaboration and negotiation. IFAs are living/working documents to serve as a companion to the MOU and intentionally designed to allow for ongoing updates and modifications. Required partners in the IFA include those entities that have an **on-site** presence/operation/ staff member(s) at a local Kentucky Career Center. These agreements will be subject to ongoing updates and/or negotiations to allow adaptability to change, modifications, and/or adjustments to partners, staffing, funding sources, customer needs, and capacity.

NOTE: The complete IFA documentation is entered, stored, and updated via the Commonwealth of Kentucky's IFA Share Point site, administered by the KY Career Development Office (CDO) (<https://edupublic.ky.gov/sites/WFITrade/default.aspx> ).

The following KCC partners have indicated that they will have an onsite operation/presence, including staff members, at one or more Kentucky Career Center locations in the local area (and thus will be required participants in the IFA for each appropriate location) during the timeframe of this MOU:

- KY Career Development Office (WIOA Title III)
- KY Office of Vocational Rehabilitation (WIOA Title IV)
- Skills U / Kentucky Adult Education (WIOA Title II)
- KY Farm Worker Programs, Inc (WIOA Title I Section 167, National Farmworker Jobs Program (NFJP))

Note: additional partners may be added/ removed to/from the IFA due to programmatic, funding, staffing, or other changes at any time during this agreement.

**One-Stop Budgets and Partner Contributions** are listed on the subsequent pages and include *estimated* operational costs and contributions and support the infrastructure costs associated with the local Kentucky Career Center system. Information is provided by the listed onsite partners and may be subject to change based on staffing, funding, local, state, federal, and/or programmatic update.