

Attachment A: WIOA-MOU-IFA Template

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

Local Workforce Development Area:	West Kentucky-Hopkinsville
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Kentucky Career Center Operations

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

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

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

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

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

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

Definitions

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

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

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

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

Article I: Kentucky Career Center System Description

A. Overview & General Description

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

B. Administrative Structure

Administrative Structure is defined in Attachment C.

C. Workflow

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

Article II: Agreement Period

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

Article III: Partner Responsibilities

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

3. Comply with the terms of this MOU throughout the Agreement period identified in Article II to participate as a KCC partner per WIOA Section 121(c).
 4. Participate in the operation of the KCC system by the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
 5. Required Partners must provide representation on the LWDA's LWDB per WIOA Section 121 (b)(1)(v). Additional partners may participate in the LWDA's LWDB with the agreement of the LWDA's LWDB members and CEO. However, when a program is administered by more than one entity in the LWDA, not every entity needs to provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of Article III herein, Partner responsibilities include:
1. Provide service priority to veterans and covered spouses for any qualified job training program under the Jobs for Veterans Act as prescribed in 38 USC 4215.
 2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies, and plans applicable to parties in their respective roles under this MOU and consistent with each Partner's program regulations. Each Partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. LWDB will communicate any changes a partner reports to the KCC operators and other affected partners.
 3. Each Partner must ensure its staff members who work in the KCC comply with the KCC's policies and procedures. Should a conflict exist between the KCC's personnel policies and a partner's personnel policies, the Partner's policies will prevail.
 4. Each Partner must agree to the use of standard practices and procedures, forms and documents, software systems or applications, and other forms of media in the performance of KCC services, activities, and functions that support the KCC service delivery system.

Article IV: Programs, Services, & Activities

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

Article V: Method of Referral

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

Article VI: Resource Sharing/Infrastructure Funding

A. Kentucky Career Center Resource Sharing/Infrastructure Requirements:

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

B. Kentucky Career Center Operating Costs:

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

C. Program Costs/Services:

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

D. Budget Tracking:

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

Article VII: Termination/Separation

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II Section A herein unless:
1. All parties mutually agree in writing to terminate this MOU.
 2. Funding cuts by one or more federal programs are so substantial that KCC operations cannot continue as specified herein, and a new MOU must be negotiated.
 3. The WIOA provisions that require this MOU and IFA are repealed, and the successive statute does not require this type of MOU and IFA. (This is subject to review pending WIOA Reauthorization)
 4. Local area designations are changed.
- B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any partner may terminate its participation as a party to this MOU upon thirty (30) days'

written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and amend this MOU per Article VIII. Terminating one or more Partner's participation as a party will not result in the termination of this MOU unless the number or contribution of the terminating Partner (s) is so substantial that it necessitates the negotiation of a new MOU. Substantial changes include but are not limited to changes in one-stop partners and changes due to the election of a new CEO.

- C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the KCC system and will not be permitted to serve on the LWDB as a KCC partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the LWDA and no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. A formal amendment to this MOU per Article VIII will be required in such an event. The entity may continue as an additional partner if the LWDB, CEO, and the remaining partners mutually agree.

Article VIII: Amendment

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

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

Article IX: Confidentiality

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

4. 42 U.S.C.503(d): Regarding state laws governing UI operations;
 5. 20 CFR 617.57(b): Regarding disclosure of information under the Trade Act;
 6. 29 U.S.C.A. 491-2(a)(2)-as amended under WIOA: Regarding information to be confidential under the Wagner Peyser Act;
 7. The Privacy Act (5 USC 552a);
 8. The Family Educational and Privacy Rights Act (20 USC 1232g);
 9. 34 CFR 361.38: Protection, use, and release of personal information of Vocational Rehabilitation Services participants;
 10. HIPAA: 45 CFR 164.500 – 164.534;
 11. KRS 194A.060 and KRS 205.175: Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law;
 12. KRS 341.190(3): Regarding use and disclosure of Unemployment Compensation records;
 13. 787 KAR 2:020 and KRS 151B.280(3): Regarding DWD-operated programs' confidentiality of employment and service records that directly or indirectly identify a client or former client;
 14. Kentucky Career Guidance 24-002: Handling and Protection of Personally Identifiable Information (PII)
 15. KRS 61.870 - 61.884: Regarding the release of and access to confidential personal information; and
 16. 2 CFR 200.303: Regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party will maintain a current list of authorized staff members to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records to the LWDA's designee.

Article X: Impasse—Dispute Resolution

- A. For this MOU and KCC-related issues, each party agrees to participate in good-faith negotiations to reach a consensus. However, should a dispute arise among any parties to this MOU in talks to amend or renew this MOU, all parties agree to utilize the process cited below. The Executive Directors of applicable state agencies will designate an individual to negotiate and resolve any impasses involving state-level partners. All parties agree to

enlist the process for the resolution of disputes detailed in the Impasse-Dispute Resolution incorporated hereto as Attachment J

- B. If all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWDB will report the stalemate to the Department for Workforce Development as the MOU oversight agency, which will intervene with the parties to resolve the disputed issue(s).
- C. This MOU is legally binding. Therefore, if all reasonable attempts by the Department for Workforce Development to resolve any impasse are unsuccessful, it may be enforced in court.

Article XI: Limitation of Liability

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

Article XII: General Provisions

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

- A. **Jobs for Veterans Act.** Article III B 1 states that each party agrees to provide priority service to veterans and covered spouses for any qualified job training program under 38 USC 4215.
- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors at this moment affirm current and ongoing compliance with all statutes and regulations about The Americans with Disabilities Act, 42 USC 12101 et seq., and Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794.
- C. **Pro-Children Act.** Suppose any KCC activities require services to minors. In that case, each party agrees to comply with the Pro-Children Act of 1994, 20 USC 7183, which involves smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, daycare, library services, or education to children under the age of eighteen (18).
- D. **Drug-Free Workplace.** Each party, including but not limited to its officers, employees, members, subrecipient(s), any independent contractors, and field staff associated with this MOU, agree to comply with the Drug-Free Workplace Act, 41 USC 8101, et. seq., and all other applicable state and federal laws regarding a drug-free workplace and to make a reasonable faith effort to maintain a drug-free workplace. Each party will make a reasonable faith effort to ensure that none of its officers, employees, members, or subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or on public property.
- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed and understands the Commonwealth of Kentucky's ethics and conflict of interest laws, which include the Governor's Executive Order 2008-454 and its amendment about ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Kentucky ethics laws or the Executive above Order.

Article XIII: Validity and Legal Disputes

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

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

Article XIV: Counterpart

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

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Kentucky Career Center Memorandum of Understanding

Attachments

Attachment A:	Parties to the Agreement
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Attachment E:	Required Partner Services
Attachment F:	Additional Partner Services
Attachment G:	Method of Referral
Attachment H:	Methodology to Determine Shared Service Costs
Attachment I:	Treatment of Costs Chargeable to More than One Partner Program
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Attachment K:	Kentucky Career Center Services
Guidance	
Attachment B:	KCC Career Center Budget Planning and Reconciliation (Infrastructure Funding)

LWDB	West Kentucky-Hopkinsville
CEO Name(s)	Todd Cooper, Ballard County Judge Executive Stan Humphries, Trigg County Judge Executive

Required Partners

Partner Name	Program	Program Authority
Purchase Area Development District	WIOA Title I Direct Services Provider– Adult, Dislocated Worker and Youth Programs, Eligibility/Support, One-Stop Operator	WIOA Title I – Adult, Dislocated Worker, and Youth Programs
Hopkinsville Community College Madisonville Community College	WIOA Contracted Youth Provider. Career & technical education programs.	Career & Technical Education Programs - Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
KY Office of Vocational Rehabilitation	WIOA Title IV- Rehabilitation	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
Department of Housing & Urban Development	Affordable housing assistance, enforcing fair housing laws, and supporting homeownership programs	Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121 (b)(1)(B)(xi))
KY Cabinet for Health and Family Services, Department for Community Based Services	SNAP E&T, TANF eligibility services	Social Security Act – Part A, Title IV (TANF) (42 USC 601 et seq.), subject to subparagraph (C)
Pennyrile Allied Community Services	Community Services Block Grant, Senior Community Service Employment, YouthBuild	Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq.), WIOA Title 1 – Youthbuild – WIOA Section 171, Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42USC 3056)
KY Career Development Office (CDO)	Trade Act-TAA	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2271)
KY Career Development Office (CDO)	Unemployment Insurance	Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141)
KY Career Development Office (CDO)	WIOA Title III- Wagner-Peyser, Veterans' Workforce Programs	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49), (19 USC 2271), – Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
Kentucky Adult Education KCTCS Workforce Solutions <ul style="list-style-type: none"> • Hopkinsville Community College • Madisonville Community College 	WIOA Title II, Adult Education and Literacy	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II

Partner Name	Program	Program Authority
MET, Inc. National Farmworker Jobs Program	Migrant & Seasonal Farmworkers	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
Second Chance West KY Re-entry Council	Expungement Events, Fair Chance Employer Outreach Re-entry Council-Hopkinsville	Second Chance Act of 2007 programs, authorized under section 212 (42 USC 17532)
Native American Program	Native American Program	WIOA Title I – Native American Programs (29 USC 2911, 29 USC 2919)

Additional Partners

Partner Name	Program	Program Authority
Goodwill	Employment Support, Training, Referrals	

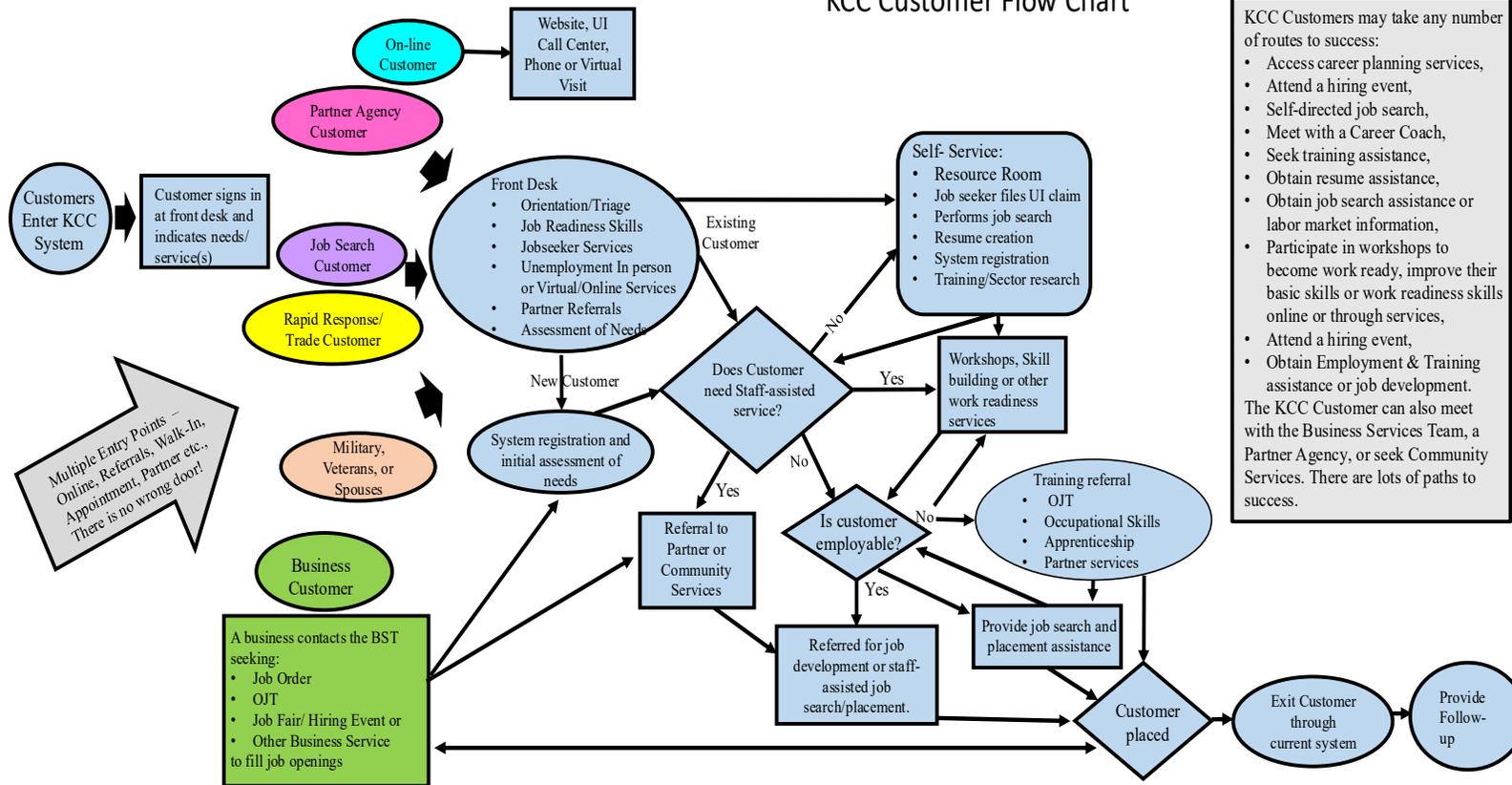
LWDA's KCC System consists of (#): 5 KCCs including:

Location Code	KY Career Center Name	Address	KCC Manager (if applicable)
1	Kentucky Career Center - Hopkinsville - American Job Center	110 Riverfront Drive Hopkinsville, KY 42240	
2	Kentucky Career Center - Paducah - American Job Center	416 South 6th Street Paducah, KY 42001	
3	Kentucky Career Center Madisonville (Job Net) - American Job Center	75 S Railroad Street Madisonville, KY 42431	NOTE: Access Point
4	Fort Campbell Career Center Transition Assistance Program	5661 Screaming Eagle Blvd Fort Campbell, KY 42223	NOTE: Access Point
5	Kentucky Career Center Mayfield, Purchase Area Development District	1002 Medical Drive PO Box 588 Mayfield, KY 42066	NOTE: Access Point

B. Administrative Structure – Attachment C

		Entity Name & Contact	Address	Email
1.	State Workforce Agency	Department of Workforce Development Michael Yoder, Interim Commissioner, KY Education and Labor Cabinet	500 Mero Street, 4 th Floor Frankfort, KY 40621	Michael.yoder@ky.gov
2.	Administrative Entity	West Kentucky Workforce Development Board Sheila A. Clark, Executive Director	300 Hammond Drive Hopkinsville, KY 42240	Sheila.clark@ky.gov
3.	Fiscal Agent	Pennyrile Area Development District (PeADD)	300 Hammond Drive, Hopkinsville KY 42240	jason.vincent@ky.gov
4.	Chief Elected Official	Todd Cooper, Ballard County Judge Executive Stan Humphries, Trigg County Judge Executive	437 Ohio Street Wickliffe, KY 42087 38 Main Street Cadiz, KY 42211	bcjudge@brtc.net judgeexecutive@triggcounty.com
5.	KCC Operator	Purchase Area Development District One Stop Operator-Geri Lamb	1002 Medical Drive PO Box 588 Mayfield, KY 42066	Geri.lamb@purchaseadd.org

KCC Customer Flow Chart



Required Partner Services-Hopkinsville

ATTACHMENT E

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment K)			Service Delivery Method (Attachment K)	Location Code (Attachment B)
		Career	Training	Employer		
Purchase Area Development District	WIOA Title I Direct Services Provider– Adult, Dislocated Worker and Youth Programs, Eligibility/Support, One-Stop Operator	1-17	1-9	1-8	FT, T, B, P, O	1, 3
KY Career Development Office	Trade Act-TAA Unemployment Insurance, WIOA Title III- Wagner-Peyser, Veterans' Workforce Programs	1-3, 8-11		1-5, 7, 8	FT, T, B, P, O	1
Goodwill		2, 3	1	7	PT, T, B, P, O	1(as needed)
Hopkinsville Community College Madisonville Community College	WIOA Contracted Youth Provider, Career & technical education programs	2-4, 8, 10-15, 17	3	7	PT, T, B, P, O	1 (as needed)
MET, Inc. National Farmworkers Jobs Program	Migrant & Seasonal Farmworkers	2-4		7	T, B, P, O	1 (as needed)
Native Americans	Native American Program	1-4, 8, 10, 13-16	1-7	7	T, B, P, O	
KY Office of Vocational Rehabilitation	WIOA Title IV- Rehabilitation	1, 2, 3, 8, 10		7	FT, T, B, P, O	1
Pennyrile Allied Community Services	Community Services Block Grant, Senior Community Service Employment, YouthBuild	1-3, 8, 10, 11		7	T, B, P, O	
West KY Re-entry Council		2, 4, 5, 8, 11		7	FT, T, B, P, O	1
Kentucky Adult Education KCTCS Adult Education Hopkinsville Community College Madisonville Community College	WIOA Title II, Adult Education and Literacy	3, 12	5, 8	7	PT, T, B, P, O	1
Department of Housing & Urban Development	Affordable housing assistance, enforcing fair housing laws, and supporting homeownership programs	1, 3			T, B	1
KY Family for Health & Family Services, Department for Community Based Services	SNAP E&T, TANF eligibility services	1, 3, 4, 8			T, B	1

Required Partner Services: The table above identifies each required Partner's services and the method(s) of service delivery each Partner will use. The services are determined by the corresponding numbers for each service in the KCC Services Document, and the service delivery methods are identified by the codes listed in the KCC Services Document.



Standard Operating Procedures (SOP)

Delivery, Customer Flow, and Referral

1. PURPOSE

To promote a smooth, seamless services for all clients of the Kentucky Career Center, Covington 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 together to ensure the best possible seamless service.

2. PROCEDURE

- Upon arrival to the local office, the First Impression Specialist (FIS) / front desk staff will greet the customer in a professional manner.
- The FIS will quickly assess the reason for the customer's visit and then refer them as appropriate; i.e. if they have an appointment, connect them with the appropriate staff; if it's the customer's first-time visit to the KCC, connect them with the "greeter" for a brief, informal, assessment.
- The greeter will conduct an informal (5-7 min.) assessment to determine the customer's holistic workforce goals/interests/needs/barriers through structured conversational questions. The greeter will also provide the customer a packet of information which will cover the variety of programs/services 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.
- Staff recognize the Kentucky Career Center Orientation (KCCO) – comprehensive overview of services – as a best practice; thus, when in doubt, in many cases, staff will encourage customers to register for KCCO.
- If customer's needs cannot be effectively addressed through the myriad of programs/services onsite at the KCC, staff will assist customer with identifying services/resources through community partners.
- Upon exiting the KCC, staff/greeter 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) illustrates, appropriate allocation methodology adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs, etc. Per guidance from the Kentucky Education and Workforce Development Cabinet, the comprehensive IFA will be completed/stored/updated via the Commonwealth 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 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.

NOTE: Awaiting guidance from State on the SharePoint site.

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 the support of the KCC Operator.
- b. If a partner is not satisfied with the outcome, that partner can provide additional information and request re-examination of the issue to the KCC Operator; the Operator will 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 Development Board Director and, if needed, the Chairperson to assist with dispute resolution

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 in order to recommend next steps and determine potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications, experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for the individual.

5. **Employment Statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see Kentucky LMI, <https://kystats.ky.gov/> . The local WIB Data Specialist will also be a resource in this area.
6. **Eligible Provider Performance and Program Cost Information:** Collect and provide information on:
 - A. Eligible training service providers (described in WIOA Section 122).
 - B. Eligible youth activity providers (described in WIOA Section 123).
 - C. Eligible adult education providers (described in WIOA Title II).
 - D. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 2301).
 - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area’s recent performance measure outcomes.
8. **Supportive Services’ Information:** Collect and provide information on services such as transportation, child care, 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: Training Services offered through the KCC include:

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.

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

Employer Services: KCC services offered to employers include:

Kentucky's workforce programs are designed to meet 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
B	Brochure/Handout
P	Posting at One-Stop Center
O	Other
NA	Not Applicable

Authority and Signature

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

By signing my name below, I, Jeremy Buchanan

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.


Signature

5/22/2025

Date

Jeremy Buchanan, Executive Director

Printed Name and Title

Purchase Area Development District

Agency Name

jeremy.buchanan@purchaseadd.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Sheila A. Clark

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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Signature

5/22/2025

Date

Sheila A. Clark, Executive Director

Printed Name and Title

West Kentucky Workforce Board

Agency Name

Sheila.clark@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Todd Cooper
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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5/22/2025

Signature

Date

Todd Cooper, Ballard County Judge/Executive

Printed Name and Title

Chief Local Elected Official-Purchase

Agency Name

ballardjex@brtc.net

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Donnie Holland

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

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Signature

5/22/2025

Date

Donnie Holland, WKWB Chair

Printed Name and Title

West Kentucky Workforce Board Chair

Agency Name

donniejholland@yahoo.com

Agency Contact Information

Authority and Signature

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

By signing my name below, I, **Katie Houghlin**
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

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- c) On June 30, 2028, whichever occurs earlier.

/s/ Katie Houghlin

5/28/2025

Signature

Date

Katie Houghlin, Executive Director

Printed Name and Title

Kentucky Career Development Office

Agency Name

Katiem.houghlin@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Stan Humphries
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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Signature



5/22/2025

Date

Stan Humphries, Trigg County Judge/Executive

Printed Name and Title

Chief Local Elected Official-Pennyrile

Agency Name

judgeexecutive@triggcounty.com

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Kerry Jevsevar
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

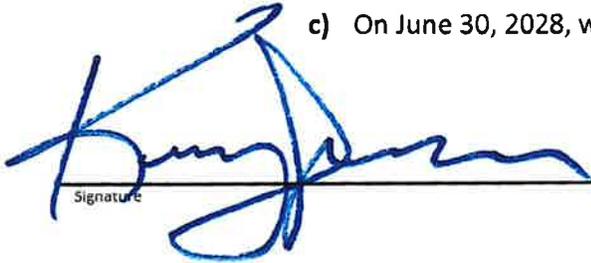
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- c) On June 30, 2028, whichever occurs earlier.



Signature

5/23/2025

Date

Kerry Jevsevar—Native American Employment and Training (WIOA) Program/Director

Printed Name and Title

Council of Three Rivers American Indian Center

Agency Name

120 Charles Street, Pittsburgh, PA 15238-1027 412/782-4457 x219 Fax 412/767-4808
kjevsevar@cotraic.org www.cotraic.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Dr. Cynthia Kelley
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

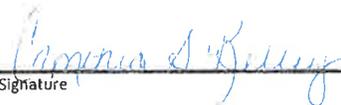
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- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Cynthia Kelley, President

Printed Name and Title

Madisonville Community College

Agency Name

cindy.kelley@kctcs.edu

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Cora McNabb

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

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- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.

Cora McNabb

5/22/2025

Signature

Date

Cora McNabb, Executive Director

Printed Name and Title

Kentucky Office of Vocational Rehabilitation

Agency Name

cora.mcnabb@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Harold Monroe
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

The MOU

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- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Harold Monroe, Executive Director

Printed Name and Title

Pennyrile Allied Community Services

Agency Name

harold.monroe@pacs-ky.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Chad Spencer

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

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I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Chad Spencer, Director of Career Services, Southwest Region

Printed Name and Title

Goodwill Industries of Kentucky

Agency Name

Chad.spencer@goodwillky.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Cynthia Verdeja
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

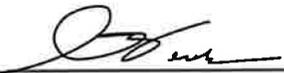
- The MOU
- The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

- The MOU
- The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Cynthia Verdeja, Employment & Training Programs Director

Printed Name and Title

MET, Inc.-National Farmworker Job Program

Agency Name

verdeja@metinc.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Jason Vincent

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

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The Operating Budget & The Infrastructure Funding Agreement (IFA)

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- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.


Signature

5/22/2025
Date

Jason Vincent, Executive Director
Printed Name and Title

Pennyrile Area Development District
Agency Name

Jason.vincent@ky.gov
Agency Contact Information

Authority and Signature

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

By signing my name below, I, Karen Corbett-Wallace
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.

Karen Corbett-Wallace
Signature

5/22/2025

Date

Karen Corbett-Wallace, President

Printed Name and Title

West KY Reentry Council

Agency Name

karen.wallace@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Dr. Alissa Young
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

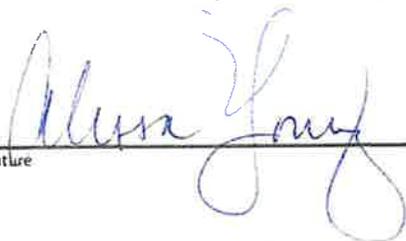
- The MOU
- The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

- The MOU
- The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Alissa Young, President/CEO

Printed Name and Title

Hopkinsville Community College-Adult Education and Family Literacy

Agency Name

alissa.young@kctcs.edu

Agency Contact Information

Attachment A: WIOA-MOU-IFA Template

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

Local Workforce Development Area:	West Kentucky-Paducah
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Kentucky Career Center Operations

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

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

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

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

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

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

Definitions

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

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

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

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

Article I: Kentucky Career Center System Description

A. Overview & General Description

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

B. Administrative Structure

Administrative Structure is defined in Attachment C.

C. Workflow

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

Article II: Agreement Period

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

Article III: Partner Responsibilities

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

3. Comply with the terms of this MOU throughout the Agreement period identified in Article II to participate as a KCC partner per WIOA Section 121(c).
 4. Participate in the operation of the KCC system by the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
 5. Required Partners must provide representation on the LWDA's LWDB per WIOA Section 121 (b)(1)(v). Additional partners may participate in the LWDA's LWDB with the agreement of the LWDA's LWDB members and CEO. However, when a program is administered by more than one entity in the LWDA, not every entity needs to provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of Article III herein, Partner responsibilities include:
1. Provide service priority to veterans and covered spouses for any qualified job training program under the Jobs for Veterans Act as prescribed in 38 USC 4215.
 2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies, and plans applicable to parties in their respective roles under this MOU and consistent with each Partner's program regulations. Each Partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. LWDB will communicate any changes a partner reports to the KCC operators and other affected partners.
 3. Each Partner must ensure its staff members who work in the KCC comply with the KCC's policies and procedures. Should a conflict exist between the KCC's personnel policies and a partner's personnel policies, the Partner's policies will prevail.
 4. Each Partner must agree to the use of standard practices and procedures, forms and documents, software systems or applications, and other forms of media in the performance of KCC services, activities, and functions that support the KCC service delivery system.

Article IV: Programs, Services, & Activities

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

Article V: Method of Referral

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

Article VI: Resource Sharing/Infrastructure Funding

A. Kentucky Career Center Resource Sharing/Infrastructure Requirements:

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

B. Kentucky Career Center Operating Costs:

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

C. Program Costs/Services:

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

D. Budget Tracking:

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

Article VII: Termination/Separation

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II Section A herein unless:
1. All parties mutually agree in writing to terminate this MOU.
 2. Funding cuts by one or more federal programs are so substantial that KCC operations cannot continue as specified herein, and a new MOU must be negotiated.
 3. The WIOA provisions that require this MOU and IFA are repealed, and the successive statute does not require this type of MOU and IFA. (This is subject to review pending WIOA Reauthorization)
 4. Local area designations are changed.
- B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any partner may terminate its participation as a party to this MOU upon thirty (30) days'

written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and amend this MOU per Article VIII. Terminating one or more Partner's participation as a party will not result in the termination of this MOU unless the number or contribution of the terminating Partner (s) is so substantial that it necessitates the negotiation of a new MOU. Substantial changes include but are not limited to changes in one-stop partners and changes due to the election of a new CEO.

- C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the KCC system and will not be permitted to serve on the LWDB as a KCC partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the LWDA and no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. A formal amendment to this MOU per Article VIII will be required in such an event. The entity may continue as an additional partner if the LWDB, CEO, and the remaining partners mutually agree.

Article VIII: Amendment

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

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

Article IX: Confidentiality

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

4. 42 U.S.C.503(d): Regarding state laws governing UI operations;
 5. 20 CFR 617.57(b): Regarding disclosure of information under the Trade Act;
 6. 29 U.S.C.A. 491-2(a)(2)-as amended under WIOA: Regarding information to be confidential under the Wagner Peyser Act;
 7. The Privacy Act (5 USC 552a);
 8. The Family Educational and Privacy Rights Act (20 USC 1232g);
 9. 34 CFR 361.38: Protection, use, and release of personal information of Vocational Rehabilitation Services participants;
 10. HIPAA: 45 CFR 164.500 – 164.534;
 11. KRS 194A.060 and KRS 205.175: Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law;
 12. KRS 341.190(3): Regarding use and disclosure of Unemployment Compensation records;
 13. 787 KAR 2:020 and KRS 151B.280(3): Regarding DWD-operated programs' confidentiality of employment and service records that directly or indirectly identify a client or former client;
 14. Kentucky Career Guidance 24-002: Handling and Protection of Personally Identifiable Information (PII)
 15. KRS 61.870 - 61.884: Regarding the release of and access to confidential personal information; and
 16. 2 CFR 200.303: Regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party will maintain a current list of authorized staff members to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records to the LWDA's designee.

Article X: Impasse—Dispute Resolution

- A. For this MOU and KCC-related issues, each party agrees to participate in good-faith negotiations to reach a consensus. However, should a dispute arise among any parties to this MOU in talks to amend or renew this MOU, all parties agree to utilize the process cited below. The Executive Directors of applicable state agencies will designate an individual to negotiate and resolve any impasses involving state-level partners. All parties agree to

enlist the process for the resolution of disputes detailed in the Impasse-Dispute Resolution incorporated hereto as Attachment J

- B. If all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWDB will report the stalemate to the Department for Workforce Development as the MOU oversight agency, which will intervene with the parties to resolve the disputed issue(s).
- C. This MOU is legally binding. Therefore, if all reasonable attempts by the Department for Workforce Development to resolve any impasse are unsuccessful, it may be enforced in court.

Article XI: Limitation of Liability

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

Article XII: General Provisions

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

- A. **Jobs for Veterans Act.** Article III B 1 states that each party agrees to provide priority service to veterans and covered spouses for any qualified job training program under 38 USC 4215.
- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors at this moment affirm current and ongoing compliance with all statutes and regulations about The Americans with Disabilities Act, 42 USC 12101 et seq., and Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794.
- C. **Pro-Children Act.** Suppose any KCC activities require services to minors. In that case, each party agrees to comply with the Pro-Children Act of 1994, 20 USC 7183, which involves smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, daycare, library services, or education to children under the age of eighteen (18).
- D. **Drug-Free Workplace.** Each party, including but not limited to its officers, employees, members, subrecipient(s), any independent contractors, and field staff associated with this MOU, agree to comply with the Drug-Free Workplace Act, 41 USC 8101, et. seq., and all other applicable state and federal laws regarding a drug-free workplace and to make a reasonable faith effort to maintain a drug-free workplace. Each party will make a reasonable faith effort to ensure that none of its officers, employees, members, or subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or on public property.
- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed and understands the Commonwealth of Kentucky's ethics and conflict of interest laws, which include the Governor's Executive Order 2008-454 and its amendment about ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Kentucky ethics laws or the Executive above Order.

Article XIII: Validity and Legal Disputes

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

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

Article XIV: Counterpart

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

Signature Page Follows

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Kentucky Career Center Memorandum of Understanding

Attachments

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

LWDB	West Kentucky-Paducah
CEO Name(s)	Todd Cooper, Ballard County Judge Executive Stan Humphries, Trigg County Judge Executive

Required Partners

Partner Name	Program	Program Authority
Purchase Area Development District	WIOA Title I Direct Services Provider– Adult, Dislocated Worker and Youth Programs, Eligibility/Support, One-Stop Operator	WIOA Title I – Adult, Dislocated Worker, and Youth Programs
Madisonville Community College West Kentucky Community & Technical College	WIOA Contracted Youth Provider, Career & technical education programs	Career & Technical Education Programs - Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Kentucky Adult Education KCTCS Workforce Solutions Madisonville Community College West Kentucky Community & Technical College	WIOA Title II Adult Education & Literacy	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii))-Title II
KY Office of Vocational Rehabilitation	WIOA Title IV- Rehabilitation	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
Department of Housing & Urban Development	Affordable housing assistance, enforcing fair housing laws, and supporting homeownership programs	Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121(b)(1)(B)(xi))
Audubon Area Community Services, Inc. KY Cabinet for Health and Family Services, Department for Community Based Services	SNAP E&T, TANF eligibility services	Social Security Act – Part A, Title IV (TANF) (42 USC 601 et seq.), subject to subparagraph (C)
Goodwill	Community Services Block Grant, Senior Community Service Employment, YouthBuild	Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq.), WIOA Title 1 – Youthbuild – WIOA Section 171, Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42USC 3056)
KY Career Development Office (CDO)	Trade Act-TAA	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2271)
KY Career Development Office (CDO)	Unemployment Insurance	Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141)

Partner Name	Program	Program Authority
KY Career Development Office (CDO)	WIOA Title III- Wagner-Peyser, Veterans' Workforce Programs	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49), Trade Act Title II, Chapter 2 –Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
MET, Inc. National Farmworker Jobs Program	Migrant & Seasonal Farmworkers	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
Second Chance West KY Re-entry Council	Expungement Events, Fair Chance Employer Outreach Re-entry Council-Paducah	Second Chance Act of 2007 programs, authorized under section 212 (42 USC 17532)

Additional Partners

Partner Name	Program	Program Authority
Goodwill	Employment Support, Training, Referrals	

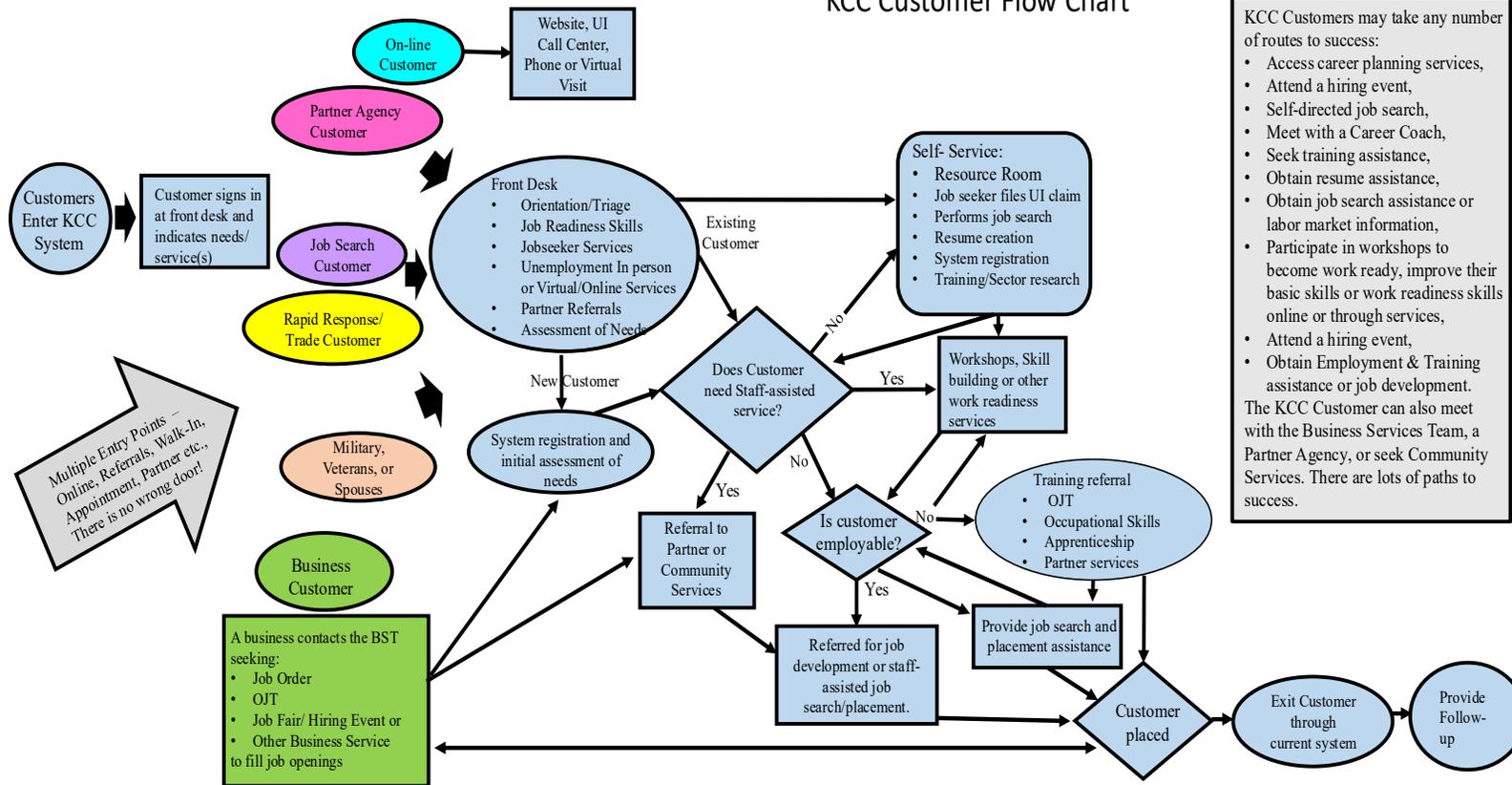
LWDA's KCC System consists of (#): 5 KCCs including:

Location Code	KY Career Center Name	Address	KCC Manager (if applicable)
1	Kentucky Career Center - Hopkinsville - American Job Center	110 Riverfront Drive Hopkinsville, KY 42240	
2	Kentucky Career Center - Paducah - American Job Center	416 South 6th Street Paducah, KY 42001	
3	Kentucky Career Center Madisonville (Job Net) - American Job Center	75 S Railroad Street Madisonville, KY 42431	NOTE: Access Point
4	Fort Campbell Career Center Transition Assistance Program	5661 Screaming Eagle Blvd Fort Campbell, KY 42223	NOTE: Access Point
5	Kentucky Career Center Mayfield, Purchase Area Development District	1002 Medical Drive PO Box 588 Mayfield, KY 42066	NOTE: Access Point

B. Administrative Structure – Attachment C

		Entity Name & Contact	Address	Email
1.	State Workforce Agency	Department of Workforce Development Michael Yoder, Interim Commissioner, KY Education and Labor Cabinet	500 Mero Street, 4 th Floor Frankfort, KY 40621	Michael.yoder@ky.gov
2.	Administrative Entity	West Kentucky Workforce Development Board Sheila A. Clark, Executive Director	300 Hammond Drive Hopkinsville, KY 42240	Sheila.clark@ky.gov
3.	Fiscal Agent	Pennyrile Area Development District (PeADD)	300 Hammond Drive, Hopkinsville KY 42240	jason.vincent@ky.gov
4.	Chief Elected Official	Todd Cooper, Ballard County Judge Executive Stan Humphries, Trigg County Judge Executive	437 Ohio Street Wickliffe, KY 42087 38 Main Street Cadiz, KY 42211	bcjudge@brtc.net judgeexecutive@triggcounty.com
5.	KCC Operator	Purchase Area Development District One Stop Operator-Geri Lamb	1002 Medical Drive PO Box 588 Mayfield, KY 42066	Geri.lamb@purchaseadd.org

KCC Customer Flow Chart



Required Partner Services-Paducah

ATTACHMENT E

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment K)			Service Delivery Method (Attachment K)	Location Code (Attachment B)
		Career	Training	Employer		
Audubon Area Community Services KY Family for Health and Family Services, Department for Community Based Services	SNAP E&T, TANF eligibility services	1-3, 4, 8			T, B, P, O	2, (as needed)
Purchase Area Development District	WIOA Title I Direct Services Provider– Adult, Dislocated Worker and Youth Programs, Eligibility/Support, One-Stop Operator	1-17	1-9	1-8	FT, T, B, P, O	2,5
KY Career Development Office	Trade Act-TAA Unemployment Insurance, WIOA Title III- Wagner-Peyser, Veterans' Workforce Programs	1-3, 8-11		1-5, 7, 8	FT, T, B, P, O	2,
Goodwill	Community Services Block Grant, Senior Community Service Employment, YouthBuild	2, 3	1	7	PT, T, B, P, O	2, (as needed)
Madisonville Community College West KY Community & Technical College	WIOA Contracted Youth Provider, Career & technical education programs	2-4, 8, 10, 11, 12, 13, 14, 15, 17	3	7	PT, T, B, P, O	2 (as needed)
MET, Inc.	Migrant & Seasonal Farmworkers	2-4		7	T, B, P, O	2 (as needed)
KY Office of Vocational Rehabilitation	WIOA Title IV- Rehabilitation	1, 2,3,8,10		7	FT, T, B, P, O	2
Second Chance West KY Re-entry Council	Expungement Events, Fair Chance Employer Outreach Re-entry Council-Paducah	2, 4, 5, 8, 11		7	T, B, P, O	2
Kentucky Adult Education KCTCS Workforce Solutions Madisonville Community College West KY Community & Technical College	WIOA Title II Adult Education and Literacy	3, 12	5, 8	7	PT, T, B, P, O	2
Department of Housing & Urban Development	Affordable housing assistance, enforcing fair housing laws, and supporting homeownership programs	1, 3			T, B	2

Required Partner Services: The table above identifies each required Partner's services and the method(s) of service delivery each Partner will use. The services are determined by the corresponding numbers for each service in the KCC Services Document, and the service delivery methods are identified by the codes listed in the KCC Services Document.



Standard Operating Procedures (SOP)

Delivery, Customer Flow, and Referral

1. PURPOSE

To promote a smooth, seamless services for all clients of the Kentucky Career Center, Covington 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 together to ensure the best possible seamless service.

2. PROCEDURE

- Upon arrival to the local office, the First Impression Specialist (FIS) / front desk staff will greet the customer in a professional manner.
- The FIS will quickly assess the reason for the customer's visit and then refer them as appropriate; i.e. if they have an appointment, connect them with the appropriate staff; if it's the customer's first-time visit to the KCC, connect them with the "greeter" for a brief, informal, assessment.
- The greeter will conduct an informal (5-7 min.) assessment to determine the customer's holistic workforce goals/interests/needs/barriers through structured conversational questions. The greeter will also provide the customer a packet of information which will cover the variety of programs/services 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.
- Staff recognize the Kentucky Career Center Orientation (KCCO) – comprehensive overview of services – as a best practice; thus, when in doubt, in many cases, staff will encourage customers to register for KCCO.
- If customer's needs cannot be effectively addressed through the myriad of programs/services onsite at the KCC, staff will assist customer with identifying services/resources through community partners.
- Upon exiting the KCC, staff/greeter 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) illustrates, appropriate allocation methodology adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs, etc. Per guidance from the Kentucky Education and Workforce Development Cabinet, the comprehensive IFA will be completed/stored/updated via the Commonwealth 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 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.

NOTE: Awaiting guidance from State on the SharePoint site.

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 the support of the KCC Operator.
- b. If a partner is not satisfied with the outcome, that partner can provide additional information and request re-examination of the issue to the KCC Operator; the Operator will 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 Development Board Director and, if needed, the Chairperson to assist with dispute resolution

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 in order to recommend next steps and determine potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications, experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for the individual.

5. **Employment Statistics-Labor Market Information:** Collect and report data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see Kentucky LMI, <https://kystats.ky.gov/> . The local WIB Data Specialist will also be a resource in this area.
6. **Eligible Provider Performance and Program Cost Information:** Collect and provide information on:
 - A. Eligible training service providers (described in WIOA Section 122).
 - B. Eligible youth activity providers (described in WIOA Section 123).
 - C. Eligible adult education providers (described in WIOA Title II).
 - D. Eligible postsecondary vocational educational activities and vocational educational activities available to school dropouts under the Carl Perkins Act (20 USC 2301).
 - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area's recent performance measure outcomes.
8. **Supportive Services' Information:** Collect and provide information on services such as transportation, child care, 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: Training Services offered through the KCC include:

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.

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

Employer Services: KCC services offered to employers include:

Kentucky's workforce programs are designed to meet 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
B	Brochure/Handout
P	Posting at One-Stop Center
O	Other
NA	Not Applicable

Authority and Signature

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

By signing my name below, I, Jeremy Buchanan
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.

Signature



5/22/2025

Date

Jeremy Buchanan, Executive Director

Printed Name and Title

Purchase Area Development District

Agency Name

jeremy.buchanan@purchaseadd.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, **Todd Cooper**

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

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- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Todd Cooper, Ballard County Judge/Executive

Printed Name and Title

Chief Local Elected Official-Purchase

Agency Name

ballardjex@brtc.net

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Sheila A. Clark

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

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- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Sheila A. Clark, Executive Director

Printed Name and Title

West Kentucky Workforce Board

Agency Name

Sheila.clark@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, **Donnie Holland**
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.


Signature

5/22/2025

Date

Donnie Holland, WKWB Chair

Printed Name and Title

West Kentucky Workforce Board Chair

Agency Name

donniejholland@yahoo.com

Agency Contact Information

Authority and Signature

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

By signing my name below, I, **Katie Houghlin**
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

The MOU

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- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.

/s/ Katie Houghlin

5/28/2025

Signature

Date

Katie Houghlin, Executive Director

Printed Name and Title

Kentucky Career Development Office

Agency Name

Katiem.houghlin@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Stan Humphries
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The MOU
- The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

- The MOU
- The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.



Signature

5/22/2025

Date

Stan Humphries, Trigg County Judge/Executive

Printed Name and Title

Chief Local Elected Official-Pennyrile

Agency Name

judgeexecutive@triggcounty.com

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Dr. Cynthia Kelley

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2028, whichever occurs earlier.


Signature

5/22/2025
Date

Cynthia Kelley, President
Printed Name and Title

Madisonville Community College
Agency Name

cindy.kelley@kctcs.edu
Agency Contact Information

Authority and Signature

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

By signing my name below, I, Cora McNabb

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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Cora McNabb

5/22/2025

Signature

Date

Cora McNabb, Executive Director

Printed Name and Title

Kentucky Office of Vocational Rehabilitation

Agency Name

cora.mcnabb@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Dr. Anton Reece
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

The Operating Budget & The Infrastructure Funding Agreement (IFA)

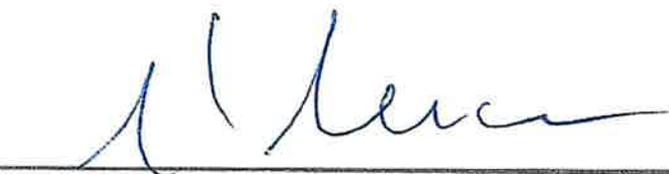
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Signature

5/22/2025

Date

Dr. Anton Reece, President

Printed Name and Title

West Kentucky Community & Technical College-Adult Education and Family Literacy

Agency Name

anton.reece@kctcs.edu

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Chad Spencer

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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Signature

5/22/2025

Date

Chad Spencer, Director of Career Services, Southwest Region

Printed Name and Title

Goodwill Industries of Kentucky

Agency Name

Chad.spencer@goodwillky.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, **Cynthia Verdeja**
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

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- The Operating Budget & The Infrastructure Funding Agreement (IFA)

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Signature

5/22/2025

Date

Cynthia Verdeja, Employment & Training Programs Director

Printed Name and Title

MET, Inc.-National Farmworker Job Program

Agency Name

verdeja@metinc.org

Agency Contact Information

Authority and Signature

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

By signing my name below, I, Jason Vincent

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

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Signature

5/22/2025

Date

Jason Vincent, Executive Director

Printed Name and Title

Pennyrile Area Development District

Agency Name

Jason.vincent@ky.gov

Agency Contact Information

Authority and Signature

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

By signing my name below, I, **Karen Corbett-Wallace**

Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU

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

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Signature

5/22/2025
Date

Karen Corbett-Wallace, President

Printed Name and Title

West KY Reentry Council

Agency Name

karen.wallace@ky.gov

Agency Contact Information