

Bluegrass Local Workforce Development Area



Kentucky Career Center (One-Stop) Operations
Bluegrass Workforce Innovation Board

2022-2024



Memorandum of Understanding for Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area: Bluegrass Kentucky Career Center (American Job Center/ One-Stop) Operations

Vision: Delivering success through innovation and transformational workforce development initiatives.

Mission: To promote a Bluegrass Area workforce development system that provides data-driven, customer-engaged, and effective solutions for employers and residents through the integration of education, training, and community programs in order to support economic growth.

Purpose of this MOU: The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of each partner as mutually agreed by the parties for the operation of the Kentucky Career Center (KCC) service delivery system in WIOA Local Workforce Area: Bluegrass as required under the Workforce Innovation and Opportunity Act (WIOA). The following items in this section highlight several of the WIOA references/ requirements related to the MOU.

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

system is in addition to other requirements applicable to each partner's program under each authorizing law.

- G. The U.S. Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs—including WIOA.
- H. The DOL recognizes the Kentucky Education and Labor Cabinet (ELC) as the agency responsible for the administration and oversight of workforce development and employment-related programs in the Commonwealth of Kentucky—including WIOA.

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

Definitions:

- A. **Administrative Entity:** Entity(ies) designated by the CEO to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, guidance, policies, plans, and the terms of this MOU.
- B. **Chief Elected Official:** Identified in WIOA Section 3 Definitions (9) as the chief elected officer of a unit of general local government in a local area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B).
- C. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KCC delivery system in each local area. The career services that must be provided as part of the KCC delivery system are listed in WIOA Section 134(c)(2).
- D. **Cost Allocation:** Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of KCC operating costs.
- E. **Employer Services:** As mentioned in WIOA Section 116(b)(2)(i)(VI), local areas shall provide services to employers through the KCC delivery system to assist businesses and organizations with meeting their workforce talent needs (both current and future).
- F. **Fair Share:** The portion of KCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the KCC system.
- G. **Fiscal Agent:** An entity appointed by a local area's CEO in accordance with WIOA Section 107 (d)(12)(B)(i)(II) & (III)) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEO from his/her liability for any misuse of grant funds.
- H. **Governor's Kentucky Workforce Innovation Board (KWIB):** Established by the Kentucky Governor under Executive Order 2020-587, dated October 7, 2020, to

assist the Governor in creating an integrated statewide strategic plan for workforce development which will link workforce policies, education and training programs, and funding streams with the economic needs of Kentucky and its regions and in complying with the provisions and requirements of WIOA Section 101.

- I. **In-Kind Contributions:** 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the KCC by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going KCC delivery system operations. WIOA 121(c)(2)(A)(ii)(I).
- J. **Local Area:** A local workforce investment area designated by the Governor, under WIOA section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i).
- K. **Local Workforce Development Board (LWDB):** The board created by the CEO pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.
- L. **Additional Partner:** Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, that is approved by the LWDB and the CEO, may be included as a KCC partner in a local area.
- M. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, WIOA 121(c)(2)(v) provides the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. (See Article II for specific Agreement Period.)
- N. **Kentucky Career Center / One-Stop Delivery System:** The KCC delivery system is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers. The Kentucky Career Center is a proud member of the national American Job Center network.
- O. **Kentucky Career Center One-Stop Operator:** An entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate a KCC site and to perform KCC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, guidance, policies, plans, and the terms of this MOU.
- P. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) and is required under that Section to participate in the KCC delivery system and to make the career services under its

program or activity available through the KCC system.

- Q. **Resource Sharing:** Per 66 Fed. Reg. 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the KCC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CEO and KCC partners may fund the costs of infrastructure of KCCs through methods agreed on by the LWDB, CEO and KCC partners through an Infrastructure Funding Agreement (IFA), which will require participation from onsite KCC partners. See Attachment N for more details.
- R. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Per WIOA 134(c)(3)(D), these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- S. **WIOA:** The Workforce Innovation and Opportunity Act (WIOA) amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.
- T. **WIOA Local Plan:** Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan, and the local board, in partnership with the chief elected official, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the KCC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.
- U. **WIOA State Plan:** The term "State plan", used without further description, means a unified State plan under Section 102 or a combined State plan under Section 103.

Article I: Kentucky Career Center System Description

A. Overview & General Description

1. All LWDBs are required to establish and operate local KCC service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas.
2. WIOA Section 134(c) lists the services and activities that must be provided

through the KCC delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the KCC delivery system in each local area and requires the LWDBs to describe the activities and functions of the KCC service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

3. **Local Area's KCC Locations - Attachment B**

B. **Administrative Structure – Attachment C**

Article II: Agreement Period

- A. This MOU will be in effect from **July 1, 2022**, through **June 30, 2024**. This MOU will be reviewed during this term to ensure appropriate funding and optimal customer services are maintained. If additional negotiations, discussions, and/or signatures are being pursued, partners will continue to operate under the umbrella of this agreement. The MOU and accompanying IFA may be updated as needed, in response to program, funding, and/or staffing changes as well as adjustments made in response to customer (job seeker/ employer) needs.

Article III: Partner Responsibilities

- A. WIOA Section 121(b)(1)(A) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this Article:
1. Make career services provided under the Partner's program available to individuals through the Area's KCC delivery system in accordance with Article IV of this MOU.
 2. Participate in infrastructure cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner's program – to the extent consistent with the federal law that authorizes each partner program – to:
 - a. Maintain the KCC delivery system; and
 - b. Provide career services per WIOA Section 134(c)(2).
 3. Participate in the operation of the KCC system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, Partner responsibilities include:
1. Provide priority of service to veterans and covered spouses for any qualified

job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.

2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, guidance, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB, or One-Stop Operator acting on behalf of the LWDB, of any changes to the rules governing its respective program that impact

the partner's performance under this MOU.

3. Each partner must ensure compliance by its staff members who work in the KCC with KCC policies and procedures. Should a conflict exist between the KCC's personnel policies and a partner's personnel policies, the partner's policies will prevail.
4. To the extent possible, use of common practices and procedures; forms and documents; software systems, applications, and/ or web-based interfaces (i.e. KEE Suite, Kentucky's Labor Exchange System, Salesforce/ KIBES, CMS, WIA.net, Google Drive/ Docs, local and state KCC websites, etc.) as designated by state, federal, or local administrative entities; and other forms of media as agreed to by all parties in the performance of KCC services and activities and functions that support the KCC service delivery system.

Article IV: Programs, Services, & Activities

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

Article V: Method of Referral

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the KCC Operator(s) and the partners for the services and activities described in

Article IV will be performed using the following methods:

Method of Referral: Attachment G

Article VI: Resource Sharing/Infrastructure Funding

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

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

B. Kentucky Career Center Operating Costs:

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

staff time, equipment, in-kind, and other resources).

C. Program Costs/Services:

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

D. Budget Tracking:

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

Article VII: Termination/Separation

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

1. All parties mutually agree to terminate this MOU;

2. Funding cuts by one or more federal programs are so substantial that KCC operations cannot continue as specified herein and a new MOU must be negotiated;
 3. WIOA regulations or statute is repealed; or
 4. Local area designations are changed.
- B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU for convenience upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and will amend this MOU per Article VIII. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- C. **Effect of Termination:** Any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local KCC system. In addition, the terminated partner may also be ineligible to serve on the LWDB as a partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CEO, and the remaining partners.

Article VIII: Amendment

- A. This MOU may be amended upon mutual agreement of the parties as consistent with federal, state, or local laws, regulations, rules, plans, guidance, or policies or for one or more of the following reasons:
1. The addition or removal of a partner from this MOU;
 2. Removal or addition of program responsibilities for any partner that administers more than one federal program;
 3. An extension of the effective ending date per Article II;
 4. A change in the KCC Operator or Fiscal Agent or a change in the physical location of a KCC; and/or
 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.

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

- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and Attachments in the performance of responsibilities under this MOU.

Article IX: Confidentiality

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees—including, but not limited to:
1. 29 USC 2935(a)(4) - as amended by WIOA - Reports, Recordkeeping, Investigation.
 2. 29 U.S.C. 2871(f)(3) - as amended by WIOA – regarding complying with confidentiality.
 3. 20 CFR Part 603 – Safeguards and security requirements regarding disclosed information under Unemployment Compensation.
 4. 42 USC 503(d)– regarding state laws governing UI operations.
 5. 20 CFR 617.57(b) – regarding disclosure of information under the Trade Act.
 6. 29 U.S.C.A. 491-2(a)(2) - as amended under WIOA – regarding information to be confidential under the Wagner Peysner Act.
 7. The Privacy Act (5 USC 552a).
 8. The Family Educational and Privacy Rights Act (20 USC 1232g)
 9. 34 CFR 361.38 – regarding use and release of personal information of Vocational Rehabilitation Services participants.
 10. HIPAA: 45 CFR 164.500 – 164.534.
 11. KRS 194A.060 and KRS 205.175 Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law.
 12. KRS 341.190(3) regarding use and disclosure of Unemployment Compensation records.
 13. KRS 151B.280(5) and attendant administrative regulation(s) regarding confidentiality of employment and service records which directly or indirectly identify a client or former client.

14. KRS 61.870 - 61.884 regarding release of and access to confidential personal information.
 15. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934.
 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 (e.g. address, social security numbers, date of birth, wages, employer information, barriers to employment, etc.) will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party that receives Personal Information as defined by Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934, (the "Act"), shall secure and protect the Personal Information by complying with all requirements applicable to non-affiliated third parties set forth in the Act. The parties shall notify the Education and Labor Cabinet (ELC), as soon as possible but not to exceed seventy-two (72) hours, of any suspected breach of Personal Information provided by or stored on behalf of ELC. Notification shall be made to ELC's Security Incident Response Team at EDU.SecurityRequest@ky.gov. The parties shall also notify the Executive Director of the Office of Unemployment Insurance within the ELC, as soon as possible but not to exceed seventy-two (72) hours, of any suspected breach involving unemployment insurance information. The parties hereby agree to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act. The parties further agree to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933. If upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, it is determined the breach was caused by employees or agents of a specific party, that party agrees to bear the costs of the notification, investigation, and mitigation of the security breach. In accordance with KRS 61.932(2)(a), the parties shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.

(See <https://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>.)

Article X: Impasse—Dispute Resolution

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

Impasse-Dispute Resolution – Attachment J

- B. In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWDB will report the impasse to the Department of Workforce Investment as the MOU oversight agency, which will intervene with the parties to resolve the disputed issue(s).
- C. This MOU is legally binding. Therefore, if all reasonable attempts to resolve any impasse are unsuccessful, the document may be enforced in court.

Article XI: Indemnification Clause/ Limitation of Liability

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

Article XII: Governing Law

This MOU will be construed, interpreted and enforced according to the laws of Commonwealth of Kentucky.

All parties shall comply with all applicable State and Federal laws and regulations, and local laws to the extent that they are not in conflict with State and Federal requirements.

Article XIII: General Provisions

The laws and regulations listed in this Article XII are generally applicable to most publicly funded programs administered by the Department of Workforce Investment. The laws and

regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

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

Article XIV: Choice of Law and Forum

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

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

of the illegal or unenforceable provision(s).

Article XV: Counterpart

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

Signature Pages to Follow

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Kentucky Career Center – Bluegrass
Memorandum of Understanding
Attachments:

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

PARTIES TO THE AGREEMENT

ATTACHMENT A

LWDB: Bluegrass Workforce Innovation Board
 CEO Name(s): Mayor Linda Gorton | Judge Michael Williams

Required Partners:

Federal	Program	Partner	Authorization	Signatory Official	Contact Information	
Department of Labor	WIOA Title I Programs	Adult, Dislocated Worker and Youth	Equus Workforce Solutions	WIOA Title IB - Adult, Dislocated Worker and Youth Programs	Debra Giordano	Jennifer Hayes jhayes@ckycareers.com debragiordano@ckycareers.com
		Council of Three Rivers	Council of Three Rivers, Native American Employment and Training Program	WIOA sec. 166, 29 USC 3221, Indian and Native American Programs (INA)	Kerry Jevsevar, Director	Lisa Higgins lhiggins@cotraic.org kjevsevar@cotraic.org Phone: 866/294-0298
		Migrant and Seasonal Farmworkers Program	Kentucky Farmworkers Program	WIOA Sec. 167, National Farmworker Jobs Program	Vickie Hutcheson	Emerly Smith esmith@kyfarmprograms.com vhutcheson@kyfarmprograms.com Phone: 502/863-2402
		Job Corps	KY Outreach Admissions & Career Transition Specialist	WIOA Title I - Job Corps	Arlette Allen	Arlette Allen Allen.Arlette@jobcorps.org
	Trade Adjustment Assistance (TAA)	Equus Workforce Solutions.	Chapter 2 of Title II, Trade Act of 1974	Debra Giordano	Jennifer Hayes jhayes@ckycareers.com debragiordano@rescare.com	
	Trade Readjustment Assistance (TRA)	Career Development Office	Chapter 2 of Title II, Trade Act of 1974			
	Wagner-Peyser Employment Services	Career Development Office	Title III, Wagner-Peyser Act			
	Unemployment Insurance	Career Development Office	Unemployment Insurance			

	Jobs for Veterans State Grant	Career Development Office	Chapter 41 of Title 38, United States Code			
	Senior Community Service Employment Program	Bluegrass Community Action Partnership	Title V, Older Americans Act of 1965	Kristy Hunt Marsha Berry Catrena Bowman-Thomas	Troy Roberts, Executive Director Marsha Berry, Vice President, Career Services Brandon Releford, Director	Kristy.hunty@bgcap.org Troy.roberts@bgcap.org Marsha.Berry@goodwillky.org Cbowman-thomas@nkcac.org breleford@nkcac.org
Department of Education	Adult Education	Kentucky Adult Education	WIOA Title II	Cody Davidson, Executive Director of Administration and Accountability	Cody Davidson	Cody.Davidson@ky.gov
	Office for the Blind	Office of the Blind	Title VII, Rehabilitation Act of 1973	Allison Flanagan	Allison Flanagan, Executive Director	allison.flanagan@ky.gov Phone: 502/782-3415
	Department of Rehabilitation Services	Office of Vocational Rehabilitation	Title I, Rehabilitation Act of 1973	Ryan Henson Cora McNabb	Ryan Henson, Regional Program Manager	RyanB.Henson@ky.gov Phone: 859/371-9480 Cora.McNabb@ky.gov
	Community College	Bluegrass Community and Technical College	Carl D. Perkins Career & Technical Education Act of 2006	Koffi Akakpo	President/CEO	Phone: 859/246-6501
Department of Health and Human Services	Community Services Block Grant (CSBG)	Community Action Council	Community Services Block Grant			
	Assistance for Needy Families (TANF)	Department for Community Based Services	Part A of Title V, Social Security Act	Todd Trapp	Todd Trapp, Assistant Director	Todd.Trapp@ky.gov Phone: 502/564-3440

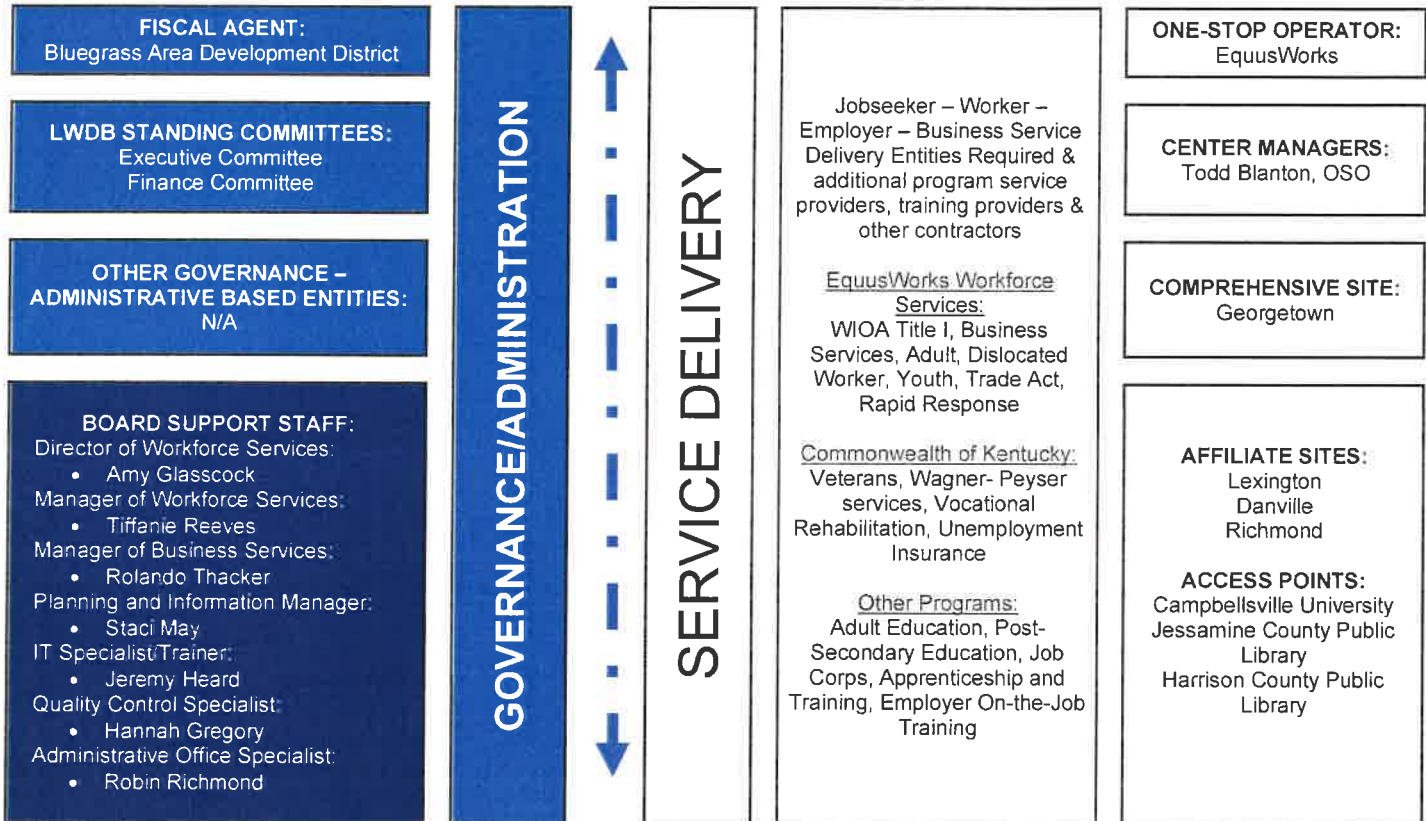
KENTUCKY CAREER CENTERS- LOCATIONS /ACCESS POINTS

ATTACHMENT B

KY Career Center Name or Service Area	Address	Center Category	KCC Manager or Lead Site Representative* (if applicable)
Georgetown KCC	100 Technology Dr Ste 2 Georgetown, KY 40324	Comprehensive	Todd Blanton
Lexington KCC	2473 Fortune Dr. Lexington, KY 40509	Affiliate	Todd Blanton
Richmond KCC	309 Spangler Dr. Richmond, KY 40475	Affiliate	Todd Blanton
Danville KCC	121 E. Broadway Danville, KY40422	Affiliate	Todd Blanton
Campbellsville University	1 University Dr. Campbellsville, KY 42718	Access Point	n/a
Harrison County Public Library	104 N. Main St. Cynthiana, KY 41031	Access Point	n/a
Jessamine County Public Library	600 S. Main St. Nicholasville, KY 40356	Access Point	n/a
Note: KCC locations and access points may be added/ adjusted in response to customer (job seeker/ employer) and community needs.			

GOVERNING BOARD OF LOCAL ELECTED OFFICIALS:

Local Workforce Development Board: Bluegrass Workforce Innovation Board



REQUIRED PARTNER SERVICES

ATTACHMENT D

Federal	Program	Partner	Authorization	Signatory Official	Contact Information	
Department of Labor	WIOA Title I Programs	Adult, Dislocated Worker and Youth	Equus Workforce Solutions	WIOA Title IB - Adult, Dislocated Worker and Youth Programs	Debra Giordano	Jennifer Hayes jhayes@ckycareers.com debragiordano@ckycareers.com
		Council of Three Rivers	Council of Three Rivers, Native American Employment and Training Program	WIOA sec. 166, 29 USC 3221, Indian and Native American Programs (INA)	Kerry Jevsevar, Director	Lisa Higgins lhiggins@cotraic.org kjevsevar@cotraic.org Phone: 866/294-0298
		Migrant and Seasonal Farmworkers Program	Kentucky Farmworkers Program	WIOA Sec. 167, National Farmworker Jobs Program	Vickie Hutcheson	Emerly Smith esmith@kyfarmprograms.com vhutcheson@kyfarmprograms.com Phone: 502/863-2402
		Job Corps	KY Outreach Admissions & Career Transition Specialist	WIOA Title I - Job Corps	Ariette Allen	Ariette Allen Allen.Ariette@jobcorps.org
	Trade Adjustment Assistance (TAA)	Equus Workforce Solutions	Chapter 2 of Title II, Trade Act of 1974	Debra Giordano	Jennifer Hayes jhayes@ckycareers.com debragiordano@rescare.com	
	Trade Readjustment Assistance (TRA)	Career Development Office	Chapter 2 of Title II, Trade Act of 1974			
	Wagner-Peyser Employment Services	Career Development Office	Title III, Wagner-Peyser Act			
	Unemployment Insurance	Career Development Office	Unemployment Insurance			
	Jobs for Veterans State Grant	Career Development Office	Chapter 41 of Title 38, United States Code			
	Senior Community Service Employment	Bluegrass Community Action Partnership	Title V, Older Americans Act of	Kristy Hunt Marsha Berry	Troy Roberts, Executive Director Kristy.hunt@bgcap.org Troy.roberts@bgcap.org	

	Program		1965	Catrena Bowman-Thomas	Marsha Berry, Vice President, Career Services Brandon Releford, Director	Marsha.Berry@goodwillky.org Cbowman-thomas@nkcac.org breleford@nkcac.org
Department of Education	Adult Education	Kentucky Adult Education	WIOA Title II	Cody Davidson, Executive Director of Administration and Accountability	Cody Davidson	Cody.Davidson@ky.gov
	Office for the Blind	Office of the Blind	Title VII, Rehabilitation Act of 1973	Allison Flanagan	Allison Flanagan, Executive Director	allison.flanagan@ky.gov Phone: 502/782-3415
	Department of Rehabilitation Services	Office of Vocational Rehabilitation	Title I, Rehabilitation Act of 1973	Ryan Henson Cora McNabb	Ryan Henson, Regional Program Manager	RyanB.Henson@ky.gov Phone: 859/371-9480 Cora.McNabb@ky.gov
	Community College	Bluegrass Community and Technical College	Carl D. Perkins Career & Technical Education Act of 2006	Koffi Akakpo	President/CEO	Phone: 859/246-6501
Department of Health and Human Services	Community Services Block Grant (CSBG)	Community Action Council	Community Services Block Grant			
	Assistance for Needy Families (TANF)	Department for Community Based Services	Part A of Title V, Social Security Act	Todd Trapp	Todd Trapp, Assistant Director	Todd.Trapp@ky.gov Phone: 502/564-3440

Confirmation Form

Contact Name: _____ Email: _____

Partner Organization: _____

Name of Signatory: _____ Email: _____

As a Partner organization we are currently located in: Berea Danville Georgetown Lexington
 Not located in a Career Center Please Identify Location: _____

SERVICE IDENTIFIER LIST:

Basic Career Services:
<input type="checkbox"/> Outreach, intake and orientation to the information, services, programs, tools and resources available through the local workforce system <input type="checkbox"/> Information on performance of the local workforce system <input type="checkbox"/> Initial assessments of skill level(s), aptitudes, abilities and supportive service needs <input type="checkbox"/> Information on Unemployment Insurance claim filing <input type="checkbox"/> In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment) <input type="checkbox"/> Determination of potential eligibility for workforce Partner services, programs, and referral(s) <input type="checkbox"/> Access to employment opportunity and labor market information <input type="checkbox"/> Information and assistance in applying for financial aid for training and education programs not provided under WIOA <input type="checkbox"/> Information on the availability of supportive services and referral to such, as appropriate <input type="checkbox"/> Performance information and program costs for eligible providers of training, education, and workforce services
Individualized Career Services:
<input type="checkbox"/> Comprehensive and specialized assessments of skills levels and service needs <input type="checkbox"/> Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance, relocation assistance <input type="checkbox"/> Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals <input type="checkbox"/> Work experience, transitional jobs, registered apprenticeships, and internships <input type="checkbox"/> Referral to training services <input type="checkbox"/> Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training <input type="checkbox"/> Group counseling <input type="checkbox"/> Post-employment follow-up services and support <input type="checkbox"/> Literacy activities related to work readiness <input type="checkbox"/> Individual counseling and career planning
Training Services
<input type="checkbox"/> Occupational skills training through Individual Training Accounts (ITAs) <input type="checkbox"/> Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Incumbent Worker Training <input type="checkbox"/> Programs that combine workplace training with related instruction which may include cooperative education <input type="checkbox"/> Training programs operated by the private sector <input type="checkbox"/> Skill upgrading and retraining <input type="checkbox"/> Entrepreneurial Training <input type="checkbox"/> Customized Training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training <input type="checkbox"/> Other training services as determined by the workforce partner's governing rules

Business Services

- Serve as a single point of contact for businesses, responding to all requests in a timely manner
- Conduct outreach regarding Local workforce system's services and products
- Provide access to labor market information
- Assist with the interpretation of labor market information
- Use of one-stop center facilities for recruiting and interviewing job applicants
- Post job vacancies in the Focus system and take and fill job orders
- Provide information regarding workforce development initiatives and programs
- Provide contact information to officials as it relates to Unemployment Insurance taxes and claims
- Conduct on-site Rapid Response activities regarding closures and downsizings
- Provide customized recruitment and job applicant screening, assessment and referral services
- Conduct job fairs
- Consult on human resources issues
- Provide information regarding disability awareness issues
- Provide information regarding assistive technology and communication accommodations
- Assist with disability and communication accommodations, including job coaches
- Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
- Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
- Develop customized training opportunities to meet specific employer and/or industry cluster needs
- Coordinate with employers to develop and implement layoff aversion strategies
- Provide incumbent worker upgrade training through various modalities
- Develop, convene, or implement industry or sector partnerships

Youth Services

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
- Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- Supportive services.
- Follow-up services for not less than 12 months after the completion of participation, as appropriate.
- Financial literacy education.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- Alternative secondary school services, or dropout recovery services, as appropriate.
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- Entrepreneurial skills training.
- Activities that help youth prepare for and transition to postsecondary education and training.

Other Services

Signature of Responsible Party: _____ Date: _____

PARTNER ONSITE REPRESENTATION SCHEDULE

ATTACHMENT F

Kentucky Career Center – Bluegrass/American Job Center (Georgetown)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
WIOA Adult, Dislocated Worker, and Youth Programs	4	160	4	36.36
Office of Vocational Rehabilitation	7	262.5	6	63.64
Unemployment Insurance	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
Native American Employment and Training Program				
TOTALS	11	422.5	10	100%

Kentucky Career Center – Bluegrass/American Job Center (Georgetown)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Wagner-Peyser	1	37.5	1	7.1%
Office of Vocational Rehabilitation	8	270	7	50%
Kentucky Farmworkers Program	1	37.5	1	7.1%
WIOA Adult, Dislocated Worker, and Youth Programs	5	200	5	35.8%
Unemployment Insurance	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
Native American Employment and Training Program				
TOTALS	13	465	14	100%

Kentucky Career Center – Bluegrass/American Job Center (Lexington)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
WIOA Adult, Dislocated Worker, and Youth Programs	10	400	10	100
Unemployment Insurance	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
Native American Employment and Training Program				
TOTALS	10	400	10	100%

Kentucky Career Center – Bluegrass/American Job Center (Richmond)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
WIOA Adult, Dislocated Worker, and Youth Programs	5	160	5	100
UI	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
Native American Employment and Training Program				
TOTALs	5	160	5	100%

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

METHOD OF REFERRAL

ATTACHMENT G

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the KCC-B/AJC network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide referrals – in accordance with the Bluegrass LWDA referral process – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

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

UPDATE: per guidance from the Kentucky Education and Workforce Development Cabinet, the comprehensive IFA will be completed/ stored/ updated via the Commonwealth SharePoint site.

**TREATMENT OF COSTS CHARGEABLE TO MORE THAN
ONE PARTNER PROGRAM**

ATTACHMENT I

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

IMPASSE – DISPUTE RESOLUTION

ATTACHMENT J

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the BGWIB Grievance Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the BGWIB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally between the Partner, the One-Stop Operator and the Director of Workforce Services.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the BGWIB Chair and all Parties to the MOU regarding the conflict within 10 business days.
3. The BGWIB Chair shall place the dispute on the agenda of a special meeting of the BGWIB Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. Final decisions will not necessarily be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The BGWIB Chair (or designee) will contact the petitioner and the appropriate Partner to verify that all agree with the proposed resolution.
8. If Partners are not in agreement and a resolution cannot be agreed on locally, the BGWIB will escalate the issue to the state level for resolution.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY CLAUSE

ATTACHMENT K

The following reflects the KCC and LWDA statement on EEO:

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

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Staff, customers, or partners who feel they have experienced discrimination, should report this information to the One-Stop Operator, Todd Blanton at tblanton@ckycareers.com or the Director for Workforce Services, Amy Glasscock at aglasscock@bgadd.org.

WIOA Section 134(c) lists the services and activities that must be provided through the KCC-B/AJC delivery system. WIOA Section 107(d) gives the BGWIB, in partnership with the Chief Local Elected Officials, responsibility for oversight of the KCC-B/AJC delivery system in the Bluegrass Area and requires the BGWIB to describe the activities and functions of the KCC-B/AJC service delivery system and to prescribe the guidelines for carrying out these responsibilities.

At a minimum, Partners will make the below services available, as applicable to their program, consistent with and coordinated via the KCC-B/AJC locations. Additional services may be provided on a case-by-case basis and with the approval of the BGWIB and the CLEOs.

BUSINESS SERVICES		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide contact information to officials as it relates to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, internships, apprenticeships, or other pay-for-performance contract strategies
Provide testing and assessment services such as various career readiness certificates and TABE.	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Provide and assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the Focus system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES

Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education activities, including English language acquisition (ELA), provided in combination with the training services described above
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Educational activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance, relocation assistance	Skill upgrading and retraining
Basic Information on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, communication skills, interviewing skills, employability skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support (<i>This is not an individualized career service but listed here for completeness.</i>)	Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.

Alternative secondary school services, or dropout recovery services, as appropriate.

Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

Employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.

Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.

Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

Supportive services.

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

Follow-up services for not less than 12 months after the completion of participation, as appropriate.

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

Financial literacy education.

Entrepreneurial skills training.

Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.

Activities that help youth prepare for and transition to postsecondary education and training

Agency/ Organization Monitoring

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

Local, State, and Federal Monitoring of WIOA Programs

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

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

All Parties to this MOU may be invited and/or requested to participate in programmatic and/or fiscal monitoring conducted by the above entities, when appropriate.

Continuous Quality Improvement (CQI)

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

Core Values:

Cooperation

We will foster an atmosphere of cooperation by encouraging a collaborative, inspiring, and inclusive work environment.

Effective

Our work will be guided by evidence-informed practices and principles, ensuring that we provide services that help our clients achieve their goals.

Integrity

Our work will exhibit transparency, professionalism, and ethical behavior to deliver high-quality services to all our clients.

Meaningful Results

We will build relationships with our community to deliver a dependable workforce to employers and promote sustainable wages and stable jobs that grow into lifelong career pathways.

Service

We will provide responsive, consistent, and client-focused services for the betterment of job seekers and employers in the Bluegrass Area.

Innovative

We will encourage a creative, forward-thinking work environment to meet our clients' challenges and become a leading workforce program.

Goal Statements:

Outreach: Increase Kentucky Career Center – Bluegrass services awareness through direct communications, public relations, and virtual outreach efforts to better serve our community.

Education Efforts: Provide up-to-date workforce information and best employment practices to maintain a healthy employer/employee relationship with less turnover.

Employer Engagement: Maximize the number of employers who utilize services to increase opportunities for our clients.

Address Employee Barriers: Strengthen resources/partnerships at the state and local levels to advocate for solutions addressing job seekers' barriers.

Increase Funding: Create operational sustainability through diversified funding opportunities that align with the program's vision and goals.

Innovation: Recognized nationally as an innovative workforce program that better serves our clients.

Goals, Objectives, Measures:

I. Outreach: Increase Kentucky Career Center – Bluegrass services awareness through direct communications, public relations, and virtual outreach efforts to better serve our community.

Objective I.1: Dedicated staff will meet with partners and organizations to provide information on services provided through the KCC-B.

Objective I.2: Dedicated staff will provide increased press releases, relationship building with local media to improve brand awareness.

Objective I.3: Provide faster, easier, and more efficient ways for Bluegrass residents to contact KCC-B staff and become more familiar with services provided through the career center.

Objective I.4: Increase the effectiveness of existing partnerships and engage in new community partnerships.

Measures:

- Add one dedicated intern to outreach and one to public relations.
- Minimum of one press release/news article per quarter. (Staff to work collaboratively to identify topic and provide information.)
- Staff will invite at least one media outlet per special event (hiring events, job fairs, etc.).
- Establish 13 access points, one for each county that does not have a bricks and mortar KCC-B building, by July 1, 2022.
- Complete a development plan for a Virtual Career Center to include funding, costs, operations, functions, staffing, etc., by July 1, 2022.

II. Education Efforts: Provide up-to-date workforce information and best employment practices to maintain a healthy employer/employee relationship with less turnover.

Objective II.1: Increase awareness of educational resources and tools available for job seekers and industry partners.

Objective II.2: Educate job seekers regarding career opportunities in targeted industries upon completion of work-based learning/educational programs.

Objective II.3: Identify and promote community resources with the purpose of overcoming participant barriers.

Objective II.4: Expand existing outreach to all high schools in the Bluegrass Area.

Measures:

- Standardized presentations (suggested in news commentary format) presented quarterly on social media in collaboration with Business Services.
- Staff will provide bi-annual presentations virtually to the public to promote employer/employee relationships.
- KCC-B online services (Community Resource Minute and Workforce Wednesday) will ensure nine new content contributions quarterly.
- At least 5% of youth participant enrollment shall come from at least five school systems within the Bluegrass Area.

III. Employer Engagement: Maximize the number of employers who utilize services to increase opportunities for our clients.

Objective III.1: Increase the way our Business Services network throughout our 17 counties.

Objective III.2: Improve and increase relationships with businesses by providing unique services.

Objective III.3: Enhance connections with local Chambers and other organizations.

Measures:

- One year to create five consortiums. (July 1, 2022) (*Construction, Technology, Transportation, Healthcare, etc.*)
- Sector-based consortiums will meet a minimum of quarterly.
- Increase the number of master agreements with employers by 50% over five years.
- Increase participation of employers utilizing virtual Business Services by nine quarterly.
- Speaking engagement or presentation at least once per quarter to a chamber or other economic development or business organization.

OVERVIEW OF INFRASTRUCTURE FUNDING AGREEMENT (IFA) – ATTACHMENT O ONE-STOP DELIVERY COSTS AND PARTNER CONTRIBUTIONS

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

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

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

- KY Career Development Office (WIOA Title III)
- KY Office of Vocational Rehabilitation (WIOA Title IV)
- Skills U / Kentucky Adult Education (WIOA Title II)
- **Additional local onsite partners**

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

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

Required Signatures:

This MOU and Cost Allocation Analysis is negotiated with partners pursuant to the requirements of section 121 of WIOA, its implementing regulations at 20 CFR part 678 and 34 CFR parts 361 and 463, and the relevant guidance. This MOU meets the requirements of section 121 of WIOA and its implementing regulations.

It is important to note that the information contained in this MOU and cost allocation analyses (for co-located partners) has been negotiated for the Bluegrass LWDA.

Co-Chief Local Elected Official Signature:

Linda Gorton
Printed Name:

Mayor
Job Title

Date:



Co-Chief Local Elected Official Signature:

Michael Williams
Printed Name:

Judge Executive
Job Title

Date:

12-21-2021

Additional Signatures:


Signature: _____

BGWIB Chair
Job Title _____

JON DOUGHERTY

Printed Name: _____

11/15/2022
Date: _____

Signature: _____

Job Title _____

Printed Name: _____

Date: _____

Signature: _____

Job Title _____

Printed Name: _____

Date: _____

Signature: _____

Job Title _____

Printed Name: _____

Date: _____

Additional Signatures:

Signature:

Email:

Signature:

Email:

Signature: Linda Gorton

Job Title

Signature:

Job Title

Signature:

Job Title

Signature:

Job Title

Printed Name: Linda Gorton

Date: 12/27/2022

Printed Name:

Date:

Printed Name:

Date:

Printed Name:

Date:

Signature: Linda Gorton
Linda Gorton | Dec 27, 2022 10:33 EST

Email: mmccartt@lexingtonky.gov







MOU

Final Audit Report

2022-12-27

Created:	2022-12-27
By:	Robin Richmond (rrichmond@bgadd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArWNfhBYStzKB9ZjGWvG2ZY18ycW-ia8f

"MOU" History

-  Document created by Robin Richmond (rrichmond@bgadd.org)
2022-12-27 - 3:11:49 PM GMT
-  Document emailed to mmccartt@lexingtonky.gov for signature
2022-12-27 - 3:12:53 PM GMT
-  Email viewed by mmccartt@lexingtonky.gov
2022-12-27 - 3:32:54 PM GMT
-  Signer mmccartt@lexingtonky.gov entered name at signing as Linda Gorton
2022-12-27 - 3:33:34 PM GMT
-  Document e-signed by Linda Gorton (mmccartt@lexingtonky.gov)
Signature Date: 2022-12-27 - 3:33:36 PM GMT - Time Source: server
-  Agreement completed.
2022-12-27 - 3:33:36 PM GMT

Additional Signatures:

DocuSigned by:
John Gregory
BC9C50558ECB47B

Signature: _____

John C. Gregory, Ph.D.

Printed Name: _____

Executive Director, Kentucky Office of Adult Education

11/4/2022

Job Title _____

Date: _____

Signature: *Koffi C. Akakpo* _____

Printed Name: _____

President

Job Title _____

01/03/2023
Date: _____

Signature: _____

Printed Name: _____

Job Title _____

Date: _____

Signature: _____

Printed Name: _____

Job Title _____

Date: _____

Partner Services – Attachment B

Confirmation Form

Contact Name: Wendy Hayden Email: whayden@nkcac.org

Partner Organization: Northern Kentucky Community Action

Name of Signatory: Catrena Bowman Email: cbowman@nkcac.org

As a Partner organization we are currently located in: Berea Danville Georgetown Lexington
 Not located in a Career Center

SERVICE IDENTIFIER LIST:

<p>Basic Career Services:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Outreach, intake and orientation to the information, services, programs, tools and resources available through the local workforce system <input type="checkbox"/> Information on performance of the local workforce system <input type="checkbox"/> Initial assessments of skill level(s), aptitudes, abilities and supportive service needs <input type="checkbox"/> Information on Unemployment Insurance claim filing <input type="checkbox"/> In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment) <input type="checkbox"/> Determination of potential eligibility for workforce Partner services, programs, and referral(s) <input type="checkbox"/> Access to employment opportunity and labor market information <input type="checkbox"/> Information and assistance in applying for financial aid for training and education programs not provided under WIOA <input type="checkbox"/> Information on the availability of supportive services and referral to such, as appropriate <input type="checkbox"/> Performance information and program costs for eligible providers of training, education, and workforce services
<p>Individualized Career Services:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Comprehensive and specialized assessments of skills levels and service needs <input type="checkbox"/> Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance, relocation assistance <input type="checkbox"/> Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals <input type="checkbox"/> Work experience, transitional jobs, registered apprenticeships, and internships <input type="checkbox"/> Referral to training services <input type="checkbox"/> Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training <input type="checkbox"/> Group counseling <input type="checkbox"/> Post-employment follow-up services and support <input type="checkbox"/> Literacy activities related to work readiness <input type="checkbox"/> Individual counseling and career planning
<p>Training Services</p> <ul style="list-style-type: none"> <input type="checkbox"/> Occupational skills training through Individual Training Accounts (ITAs) <input type="checkbox"/> Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Incumbent Worker Training <input type="checkbox"/> Programs that combine workplace training with related instruction which may include cooperative education <input type="checkbox"/> Training programs operated by the private sector <input type="checkbox"/> Skill upgrading and retraining <input type="checkbox"/> Entrepreneurial Training <input type="checkbox"/> Customized Training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training <input type="checkbox"/> Other training services as determined by the workforce partner's governing rules

Authority and Signature

- ▶ **One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 6).**

By signing my name below, I, Catrena Bowman,
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 (check all that apply):

- 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 years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2022, whichever occurs earlier.

catrena bowman

10-05-2022

Signature

Date

Catrena Bowman

Printed Name and Title

Northern Kentucky Community Action

Agency Name

859-581-6607

Agency Contact Information

Signature Certificate

Reference number: MTJTK-KBC3C-TVBIM-3MFVA

Signer	Timestamp	Signature
Catrena Bowman-Thomas Email: cbowman-thomas@nkcac.org		
Sent:	04 Oct 2022 19:56:10 UTC	
Viewed:	05 Oct 2022 14:14:06 UTC	
Signed:	05 Oct 2022 14:14:33 UTC	
Recipient Verification:		IP address: 216.68.126.98
✓Email verified	05 Oct 2022 14:14:06 UTC	Location: Florence, United States

Document completed by all parties on:
05 Oct 2022 14:14:33 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



Authority and Signature

- One completed, signed, and dated Authority and Signature page is required for each signatory official (see list on page 6).

By signing my name below, Cheverne Duncan-Herring, 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 (check all that apply):

- 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 years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2022 whichever occurs earlier.

Cheverne Duncan-Herring 10-3-2022
Signature Date

Cheverne Duncan-Herring Executive Director
Printed Name and Title

Kentucky Farmworkers Program, LLC
Agency Name

P.O. Box 51146 Bowling Green KY 42102
Agency Contact Information

INFRASTRUCTURE FUNDING AGREEMENT

AUTHORITY AND SIGNATURE PAGE

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

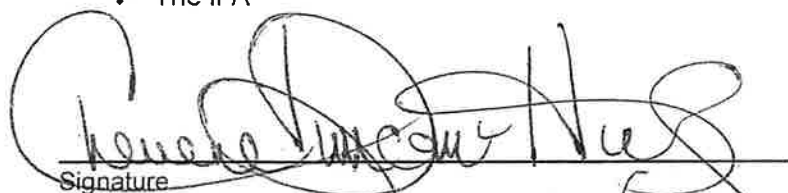
By signing my name below, I certify that I have reviewed all elements and terms of this Infrastructure Funding Agreement (IFA) and agree that this IFA accurately reflects the agreement reached between parties. All of my questions have been discussed and answered satisfactorily.

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

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

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

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


Signature

10-3-2022
Date

Chevene Duncan-Herring Executive Director
Printed Name and Title

Kentucky Farmwork Programs, LLC
Agency Name

270 782-2330
P.O. Box 5114 Bowling Green, KY 42102
Agency Contact Information

**Partner Services – Attachment B
Confirmation Form**

Contact Name: Chevon Dineen-Herring (Email: Cdineen-herring@kyfarmworkers.org)
 Partner Organization: Kentucky Farmworker Programs
 Name of Signatory: Chevon Dineen-Herring Email: See above
 As a Partner organization we are currently located in: Berea Danville Georgetown Lexington
 Not located in a Career Center

SERVICE IDENTIFIER LIST:

<p>Basic Career Services:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Outreach, intake and orientation to the information, services, programs, tools and resources available through the local workforce system <input type="checkbox"/> Information on performance of the local workforce system <input checked="" type="checkbox"/> Initial assessments of skill level(s), aptitudes, abilities and supportive service needs <input type="checkbox"/> Information on Unemployment Insurance claim filing <input checked="" type="checkbox"/> In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment) <input type="checkbox"/> Determination of potential eligibility for workforce Partner services, programs, and referral(s) <input checked="" type="checkbox"/> Access to employment opportunity and labor market information <input type="checkbox"/> Information and assistance in applying for financial aid for training and education programs not provided under WIOA <input checked="" type="checkbox"/> Information on the availability of supportive services and referral to such, as appropriate <input type="checkbox"/> Performance information and program costs for eligible providers of training, education, and workforce services
<p>Individualized Career Services:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Comprehensive and specialized assessments of skills levels and service needs <input checked="" type="checkbox"/> Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance, relocation assistance <input checked="" type="checkbox"/> Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals <input type="checkbox"/> Work experience, transitional jobs, registered apprenticeships, and internships <input checked="" type="checkbox"/> Referral to training services <input type="checkbox"/> Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training <input type="checkbox"/> Group counseling <input checked="" type="checkbox"/> Post-employment follow-up services and support <input type="checkbox"/> Literacy activities related to work readiness <input type="checkbox"/> Individual counseling and career planning
<p>Training Services</p> <ul style="list-style-type: none"> <input type="checkbox"/> Occupational skills training through Individual Training Accounts (ITAs) <input type="checkbox"/> Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Incumbent Worker Training <input type="checkbox"/> Programs that combine workplace training with related instruction which may include cooperative education <input checked="" type="checkbox"/> Training programs operated by the private sector <input type="checkbox"/> Skill upgrading and retraining <input type="checkbox"/> Entrepreneurial Training <input type="checkbox"/> Customized Training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training <input type="checkbox"/> Other training services as determined by the workforce partner's governing rules

Business Services

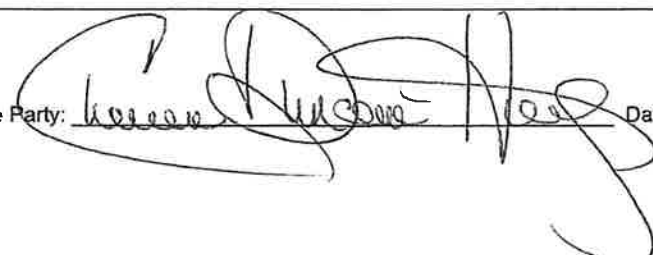
- Serve as a single point of contact for businesses, responding to all requests in a timely manner
- Conduct outreach regarding Local workforce system's services and products
- Provide access to labor market information
- Assist with the interpretation of labor market information
- Use of one-stop center facilities for recruiting and interviewing job applicants
- Post job vacancies in the Focus system and take and fill job orders
- Provide information regarding workforce development initiatives and programs
- Provide contact information to officials as it relates to Unemployment Insurance taxes and claims
- Conduct on-site Rapid Response activities regarding closures and downsizings
- Provide customized recruitment and job applicant screening, assessment and referral services
- Conduct job fairs
- Consult on human resources issues
- Provide information regarding disability awareness issues
- Provide information regarding assistive technology and communication accommodations
- Assist with disability and communication accommodations, including job coaches
- Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
- Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
- Develop customized training opportunities to meet specific employer and/or industry cluster needs
- Coordinate with employers to develop and implement layoff aversion strategies
- Provide incumbent worker upgrade training through various modalities
- Develop, convene, or implement industry or sector partnerships

Youth Services

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
- Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- Supportive services.
- Follow-up services for not less than 12 months after the completion of participation, as appropriate.
- Financial literacy education.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- Alternative secondary school services, or dropout recovery services, as appropriate.
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- Entrepreneurial skills training.
- Activities that help youth prepare for and transition to postsecondary education and training.

Other Services

Signature of Responsible Party:



Date:

10-3-2022

Additional Signatures:

DocuSigned by:
Cora McNabb
E2F52103208745E...

Signature: _____

Executive Director

Job Title

Signature: _____

Job Title

Signature: _____

Job Title

Signature: _____

Job Title

Cora McNabb

Printed Name: _____

11/30/2022

Date: _____

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

Additional Signatures:

DocuSigned by:
Jason Hutchinson
739DF5B90FCD4BB...

Signature:
Executive Director, Kentucky Office of Career
Development

Job Title

Jason Hutchinson

Printed Name:

11/30/2022

Date:

Signature:

Job Title

Printed Name:

Date:

Signature:

Job Title

Printed Name:

Date:

Signature:

Job Title

Printed Name:

Date:

Additional Signatures:

DocuSigned by:
John Gregory
BC9C50558ECB47B

Signature:

Executive Director, Kentucky Office of Adult Education

Job Title

John C. Gregory, Ph.D.

Printed Name:

11/4/2022

Date:

Koffi C. Akakpo

Signature:

President

Job Title

Koffi C. Akakpo

Printed Name:

01/03/2023

Date:

Signature:

Job Title

Printed Name:

Date:

Signature:

Job Title

Printed Name:

Date: