

**Memorandum of Understanding**

**for**

**Workforce Innovation and Opportunity Act (WIOA) Services**

**TENCO Workforce Development Area:**

**Kentucky Career Center – TENCO**

**Agreement Period: July 1, 2019 – June 30, 2022**

**Kentucky Career Center Operations**

**Purpose:**

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of each partner as mutually agreed by the parties of the Kentucky Career Center – TENCO. It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship among the agencies as they relate to the planning and implementation of KCC services, obligations, and responsibilities under the Workforce Innovation and Opportunity Act. This Memorandum of Understanding is between the TENCO Workforce Development Board and the following Partner agencies:

<b>Kentucky Career Center – Ashland (Affiliate)</b>	
<b>Program</b>	<b>Partner</b>
Adult Education	Kentucky Skills U*
Career and Technical Education	Ashland Community & Technical College*
Community Services Block Grant	Northeast Community Action Program*
Jobs for Veterans	Career Development Office
Kentucky HEALTH	Career Development Office
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*
Native American Programs	Council of Three Rivers*
Reentry Services	Department of Corrections*
Senior Community Service Employment	Southwestern Community Action Council*
TANF	DCBS*
Unemployment Insurance	Office of Unemployment Insurance*
Vocational Rehabilitation	Office of Vocational Rehabilitation
Wagner-Peyser	Career Development Office
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.

<b>Kentucky Career Center – Maysville (Affiliate)</b>	
<b>Program</b>	<b>Partner</b>
Adult Education	Kentucky Skills U*
Career and Technical Education	Maysville Community & Technical College*
Community Services Block Grant	Licking Valley Community Action Program*
Jobs for Veterans	Career Development Office
Kentucky HEALTH	Career Development Office
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*
Native American Programs	Council of Three Rivers*
Reentry Services	Department of Corrections*
Senior Community Service Employment	Northern Kentucky Community Action Program*
TANF	DCBS*
Unemployment Insurance	Office of Unemployment Insurance*
Vocational Rehabilitation	Office of Vocational Rehabilitation
Wagner-Peyser	Career Development Office
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.

<b>Kentucky Career Center – Morehead (Comprehensive)</b>	
<b>Program</b>	<b>Partner</b>
Adult Education	Kentucky Skills U*
Career and Technical Education	Maysville Community & Technical College*
Community Services Block Grant	Gateway Community Action Program*
Jobs for Veterans	Career Development Office
Kentucky HEALTH	Career Development Office
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*
Native American Programs	Council of Three Rivers*
Reentry Services	Department of Corrections*
Senior Community Service Employment	Big Sandy Community Action Program
TANF	DCBS*
Unemployment Insurance	Office of Unemployment Insurance*
Vocational Rehabilitation	Office of Vocational Rehabilitation
Wagner-Peyser	Career Development Office
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.

Kentucky Career Center – Mt. Sterling (Affiliate)	
Program	Partner
Adult Education	Kentucky Skills U*
Career and Technical Education	Maysville Community & Technical College*
Community Services Block Grant	Gateway Community Action Program*
Jobs for Veterans	Career Development Office
Kentucky HEALTH	Career Development Office
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*
Native American Programs	Council of Three Rivers*
Reentry Services	Department of Corrections*
Senior Community Service Employment	Northern Kentucky Community Action Program
TANF	DCBS*
Unemployment Insurance	Office of Unemployment Insurance*
Vocational Rehabilitation	Office of Vocational Rehabilitation
Wagner-Peyser	Career Development Office
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.

The Partner On-Site Representation Schedule can be found in Appendix D.

The Local Workforce Development Boards (LWDB) are required to establish, operate, and oversee the KCC service delivery system. The LWDB is also responsible for describing the activities and functions of the KCC delivery service system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA plan.

The local board along with the Chief Local Elected Official develop and enter into a Memorandum of Understanding with all entities that serve as partners in the KCC delivery system. WIOA requires that each partner program must have their services available through the KCC delivery system; other programs that are not required in WIOA may still participate as additional partners in the KCC delivery system. Each partner agency’s authorizing legislation takes precedence over policies and procedures developed by the board for the local delivery system.

The Agencies agree to support the vision, mission, and strategic goals set forth by the LWDB and Local Elected Officials for the Workforce Development System. To accomplish the goals, the partners agree to work together to build a system that is aligned and is designed to focus on the employer and job seeker needs.

## **Mission Statement**

The TENCO Workforce Development Board's mission is to assist community and industry leaders, as well as economic development, to facilitate positive solutions for workplace issues, and to improve the economic well-being of the region.

## **Vision Statement**

The TENCO Workforce Development Board works to create a highly skilled, knowledgeable and creative workforce that attracts new businesses and enhances the success of existing businesses, resulting in additional employment opportunities at competitive wages.

## **Strategic Goals**

Partner agencies will work to align services to the strategic goals of the TENCO Workforce Development Board to best serve the needs of the community we serve. See Appendix C.

### **Article 1: Partner Responsibilities**

The Agencies agree that their respective responsibilities under this agreement shall be as follows:

The Workforce Development Board shall:

1. Oversee the five (5) year Strategic and Local and Regional Workforce Plan as mandated.
2. Conduct oversight of the workforce delivery system under the authority of the Workforce Innovation and Opportunity Act.
3. Ensure that there is a Memorandum of Understanding with workforce development system partners for the implementation and operation of the service delivery system in the local area.
4. Certify Kentucky Career Centers – TENCO comprehensive center, affiliate, and satellite sites.
5. Promote quality efficient customer service throughout the regional system.
6. Ensure that there is an Infrastructure Funding Agreement with WIOA and non-WIOA required partners to support the workforce development system.
7. Conduct regional Labor Market Analysis.
8. Convene, broker, and leverage resources with community stakeholders.
9. Engage employers.
10. Develop Career Pathway opportunities.
11. Identify, promote, and disseminate proven and promising practices.
12. Maximize accessibility and effectiveness through technology.
13. Provide program oversight in partnership with the Chief Elected Officials.
14. Negotiate Performance Measures for the Local Area in partnership with the Chief Elected Official and Governor.
15. Select Operators and Providers of Services including the One-Stop Operator(s), Eligible Providers of Career Services, Youth Providers, and Eligible Training Providers.
16. Coordinate services with Education Providers.
17. Develop and oversee the budget and administration of career center funds with approval from the Chief Elected Official.
18. Ensure accessibility for individuals with disabilities.

**One-Stop Operator (OSO) shall:**

1. The OSO will provide services in accordance with WIOA local, state, and federal guidance policies and procedures.
2. Coordinate service delivery between multiple partner agencies in all centers in the area.
3. Oversee and evaluate general operations.
4. Streamline services through common intake, referral procedures, team-based case management, and other initiatives.
5. Evaluate quality and quantity of services provided.
6. Develop, implement, and evaluate system and Career Center goals.
7. Assist with the development and implementation of the Memorandum of Understanding, Infrastructure Funding Agreements, and other KCC system agreements.
8. Convene and facilitate regular quarterly partner meetings. The OSO will provide advance notice of all meetings and will be cognizant of partner's time and ability to attend. Attendance at meetings is strongly encouraged but not mandatory.
9. Establish regular communication modes with all partners and front-line staff.
10. Ensure that each center and services are accessible for all customers.
11. Assist with coordination of partnerships among agencies to ensure a holistic array of services are available without duplication.
12. Ensure technology is utilized at its maximum potential in order to provide alternative avenues for service delivery.
13. Ensure staff receive the necessary training and resources for continued improvement.
14. Report to the Career Center Committee and local board.
15. Prepare Career Centers for certification.

**TENCO Partner Agencies shall:**

The Partner Agencies will strategically work to support workforce development system integration and maximize connections among job seekers, workers, businesses, and employers. Each agency agrees to actively support the governance structure of the MOU.

1. Ensure continuous improvement of the workforce system through evaluating customer satisfaction and analyzing performance outcomes. The partner agency should report back on the type of evaluation that is used in customer satisfaction. Physically co-located partners in the center will utilize a customer satisfaction survey that provides an ability for customers to address their experience with any agency represented at the center.
2. Promote the further integration of programs through joint planning and cross-education of staff by conducting regular partner meetings and trainings. These trainings and meetings facilitate better understanding of programs by each partner, including weekly center meetings, guest speakers from partner programs, and workshops designed to help customers and staff understand the resources available to them.
3. Align partner organizations in relation to planning and conducting joint functions.
4. Jointly identify and support workforce skill standards and industry performance measures to drive common outcomes.

5. Coordinate resources and programs while promoting a more streamlined and efficient workforce development system.
6. Promote information sharing and the coordination of activities to improve customer service, improve local partners' performance and return on investment while maintaining confidentiality of customer information.
7. Identify and address barriers to coordination.
8. Promote and support the development and implementation of a more unified system of measuring performance and accountability through the use of a common referral systems and integrated technology platforms.
9. Promote and support the development of the KEE Suite data system.
10. Make career services provided under the partner's program available to individuals through the Area's KCC delivery system.
11. Physically co-located partners will participate in infrastructure cost-sharing activities and use a portion of funds made available to each partner's program – to the extent allowable with the federal law that authorizes each partner program to create and maintain the KCC delivery system and provide career services per WIOA Section 134(c)(2).
12. Promote priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act prescribed in 38 USC 4215.
13. Utilize a single point of contact for businesses, following the plan developed by the Business Service Team in relation to outreach, contact, and follow up of business services.
14. Improve or expand technology allowing for flexibility and enhancement of services.

## Article 2: Programs, Services, and Activities

Each agency agrees to promote, provide, and/or link customers to the following career services as defined by WIOA: Each agency agrees to provide the following career services as defined by WIOA through the Kentucky Career Center – TENCO either through direct presence in the center or linkage through referrals. The Partner Onsite Representation Schedule can be found in Appendix D.

Service	Adult/DW/ Youth	ACTC	ADULT ED	Dept. of Correction	DCBS	E&T / Community Engagement	Gateway CAP	GOODWILL	MCTC	OVR	Office of Career Dev.
<b>Basic Services</b>											
Orientation to KCC Services	X					X			X	X	X
Job Readiness	X		X			X		X	X	X	X
Job Referrals	X					X		X	X	X	X
Initial Assessment of Soft Skill Level	X		X			X			X	X	X
Labor Market Information	X					X				X	X
Collect performance data on education and training	X		X			X		X	X	X	
Information on UI						X					X
Financial Aid Information	X	X	X			X				X	X
Access to Technology	X	X				X				X	X
Workshops	X	X				X				X	X
<b>Individualized Services</b>											
Career Counseling	X	X	X			X		X		X	X
Follow-up Services	X					X				X	X
Community Resource Mapping	X					X				X	X
Specialized Assessments	X	X	X			X			X	X	X
Individual Employment Plan	X					X				X	X

Service	Adult/DW/ Youth	ACTC	ADULT ED	Dept. of Correction	DCBS	ESY / Community Engagement	Gateway CAP	GOODWILL	MCTC	OVR	Office of Career Dev.
Case Management	X			X	X	X				X	X
Out of Area Job Search	X									X	X
Relocation Assistance	X										
Short-Term Pre-Vocational Services	X		X							X	
GED Assistance			X			X			X	X	
Supportive Services	X									X	
Needs Related Payments					X		X				
Computer/Technology Literacy Training		X				X			X		
Opportunities for Internships/Work Experiences	X	X				X				X	
<b>Training Services</b>											
Occupational Skills Training		X	X							X	
Occupational Skills Training Funding	X									X	
Entrepreneurial Training		X							X	X	
Basic Skills Remediation			X			X		X	X		
Funding for OJT	X									X	
<b>Business Services</b>											
Customized Training for Businesses		X							X	X	
Job Fairs	X		X					X	X	X	X
Recruitment/Hiring Events	X								X		X
Rapid Response	X		X							X	X

**OTHER SERVICES PROVIDED BY PARTNERS:**

**Office of Vocational Rehabilitation**

- Orientation and mobility training
- Bioptic drivers training
- Assistive Technology
- Independent Living

**Kentucky Department of Corrections**

- Reentry services to those recently released from incarceration such as Expungement Workshops.

**Department for Community Based Services**

- SNAP, Medicaid, Medicare Savings Plan, KTAP (TANF), Assistance with Long Term Care Payments (Nursing Facilities), and Child Care Assistance to those in need, Child and Adult protective services, and supportive services for Kentucky Works Program and ABAWD (transportation only) clients.

**Maysville Community and Technical College**

- Academic/Career Pathway Services
- Credit for prior learning

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### **Article 3: Method of Referral**

Referrals to partner agencies are vital in providing holistic customer-centric services, leveraging resources, and ensuring non-duplication of services.

Referrals may be made based on needs identified through assessments completed by any partner of the Kentucky Career Center - TENCO. The Career Development Office (CDO) and the WIOA staff will document incoming and outgoing referrals to/from partner agencies through the state approved case management system.

When possible, the referring agency will directly contact the partnering agency to assist the customer in scheduling an appointment. An electronic referral will be utilized that will include the name and contact information of the referring agency, name of the individual making the referral and the date of the referral, the customer's name and contact information, and for what service the person is being referred.

OET, Vocational Rehabilitation, and WIOA Adult/DW/Y programs shall follow-up with referrals made to outside agencies within seven (7) days of the referral and shall document outcomes of the referral.

Referral and outcomes of referrals shall be maintained in the customer file (electronic or hard copy). If the agency does not have customer files, the agency shall maintain an easily accessible electronic and/or master file with documentation of referrals, such as how many referrals were received each month and from what agency the referral originated.

Agencies participating in this Memorandum of Understanding agree to provide information to the Career Center Operator on referrals received from and provided to partner agencies. As specified in the Workforce Innovation and Opportunity Act, the TENCO Workforce Development Board (WDB) provides general oversight for the Kentucky Career Centers – TENCO. The above-mentioned information will be utilized by the TENCO WDB to document partnership and leveraged resources.

### **Article 4: Indemnification**

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



## **Article 5: Amendment of Agreement**

- A. This MOU may be amended upon mutual agreement of the parties that is consistent with federal, state, or local laws, regulations, rules, plans, and/or guidance 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.**
  - 4. A change in the physical location of a KCC.**
  - 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.**
- B. All parties agree that amendments for the reasons listed in Paragraph A Section 5 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 and to CDO as the MOU oversight agency upon execution.
- C. This writing 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.
- E. Amendments that will require the signatures of all parties must be executed no later than forty-five (45) days prior to the end of the MOU period and amendments that require only the signatures of the LWDB, the CEO, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

#### **Article 6: Termination/Separation**

- A. **MOU Termination:** This MOU will remain in effect until June 30, 2022, 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 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:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the KCC system and will not be permitted to serve on the LWDB as a KCC partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the 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.
- E. **Severability:** If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

#### **Article 7: MOU and IFA Dispute Resolution**

The Impasse-Dispute Resolution shall consist of a three –tiered process. First all parties involved in the dispute will attempt to resolve the dispute through a mutually agreed upon meeting between the management of each involved party.

Second, the Workforce Development Board, as the responsible entity for the oversight of the Kentucky Career Center – TENCO, will moderate if the issue was not resolved through open communication between the involved parties. Management of each party involved in the dispute agrees to meet with the Executive Committee of the Workforce Development Board.

Third, if after a decision is made and provided to the involved parties by the Chair TENCO of the Workforce Development Board, the parties involved are still in dispute, the Department of Workforce Investment will preside over the third tier of the process, with the decision being final. All parties have termination rights, as identified in the Memorandum of Understanding.

#### **Article 8: Initial Customer Complaint Procedure**

- A. If a customer has a complaint pertaining to a specific agency, that complaint will be handled directly by the specific agency’s director or manager. The agency will follow their grievance policies and procedures.
- B. If a customer files a complaint pertaining to the center or system as a whole, the complaint will be handed to the One-Stop Operator, who will follow the system wide complaint grievance policy.

#### **Article 9: Discrimination**

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

DOL's Civil Rights Center: Section 188 WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38) Final Rule: prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of WIOA as well as by the one-stop partners listed in WIOA Section 121(b) that offer programs or activities through the one-stop/American Job Center system.

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

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

#### **Article 10: Confidentiality**

Each of the agencies party to this agreement agrees not to divulge, publish, or provide access to confidential information to unauthorized persons. The parties agree that all materials containing confidential information accessed under this Agreement, including, but not limited to information derived from or containing patient records, claimant file or medical case management report information, relations with a client, or any other information which may be classified as confidential, shall not be disclosed to other persons without written consent of the affected party except as may be required by law.

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

- 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 U.S.C.A. 503(d) – regarding state laws governing UI operations.
  5. 20 CFR 617.57(b) – regarding disclosure of information under the Trade Act.
  6. 29 U.S.C.A. 491-2(a)(2)-as amended under WIOA – regarding information to be confidential under the Wagner Peyser Act.
  7. The Privacy Act (5 USC 552a).
  8. The Family Educational and Privacy Rights Act (20 USC 1232g
  9. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
  10. HIPAA: 45 CFR 164.500 – 164.534.
  11. KRS 194A.060 and KRS 205.175 Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law.
  12. KRS 341.190 regarding use and disclosure of Unemployment Compensation records.
  13. 787 KAR 2:020 and KRS 151B.280(3) regarding Office of Unemployment Insurance (OUI) -operated programs' confidentiality of employment and service records which directly or indirectly identify a client or former client.
  14. KY Education Cabinet Policy EDU-05 regarding disclosure of security breach of computerized personal information data.
  15. KRS 61.870 - 61.884 regarding release of and access to confidential personal information.
  16. 2 CFR 200.303 regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.

- D. Each party will maintain a current list of staff members who are authorized to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records on behalf of the local area.

#### **Article 11: Common Identifier**

The parties hereto understand and agree that, in addition to the state brand of Kentucky Career Center, the phrase "Proud partner of the American Job Center Network" will be utilized on all correspondence and outreach for the Kentucky Career Center – TENCO. It is further understood and agreed to that such common identifier will be used in System related outreach materials, websites, and other common communications.

#### **Article 12: 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, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with the Drug-Free Workplace Act, 41 USC 8101, et. seq.,) and all other applicable state and federal laws regarding a drug-free workplace and to make a 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 subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, 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 13: One-Stop Operating Budget**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of Kentucky Career Center - TENCO. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by Kentucky Career Center - TENCO Partners by determining contributors based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintaining Kentucky Career Center - TENCO. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs must be included in the MOU, allocated according to Partner's proportionate use and relative benefits received, and reconciled by the Administrative Entity of the TENCO WDB on a quarterly basis against costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners agree to negotiate in good faith and seek to establish outcomes that are reasonable and fair.

One-Stop Operating Budget can be found in Appendix E

#### **Cost Allocation Methodology**

All Partners in the TENCO WDA are physically co-located in the one-stop center(s) as outlined in the Partner On-Site Representation Schedule (Appendix D) section of the MOU, with the following exceptions:

Adult Education/Skills U

Career and technical education programs

CSBG Employment and training programs

Native American programs

Reentry programs

Temporary Assistance for Needy Families

Unemployment Insurance

These partners/programs have services linked virtually through online access to a program staff member via Kentucky Career Center - TENCO resource rooms and through cross-trained front desk staff, and other, physically, co-located, partner staff who can provide information and referrals.

The physically co-located parties agree to the extent feasible to align individual agency resources to support workforce development systems integration. Each agency commits to sharing costs for Centers where the agency participates. These agreements will be negotiated using the square footage cost allocation methodology.

#### **Cost Reconciliation and Allocation Base Update**

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following processes:

- Partners will provide the TENCO WDB Fiscal Agent with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
  - Quarterly cost information and documentation of the actual costs,
  - Updated staffing information (per the 1<sup>st</sup> day of the 1<sup>st</sup> month of each quarter), and
  - Actual customer participation numbers (per the last day of the last month of each quarter).
- Upon receipt of the above information, the TENCO WDB Fiscal Agent will:
  - Compare budgeted costs to actual costs,
  - Update the allocation bases, and
  - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
  - Prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.
  - Submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand the timeliness of the TENCO WDB's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information.
  - Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit a plan to reconcile through purchasing additional supplies for the center or providing extra services for the next quarter.
  - Partners will communicate any disputes with costs in the invoice or adjusted budget to the TENCO WDB Fiscal Agent in writing. The TENCO WDB Fiscal Agent will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, the TENCO WDB Fiscal Agent will revise the invoice and the adjusted budget upon resolution of the dispute.



#### **Article 14: Infrastructure Resource Sharing**

The purpose of this part of the Agreement is to establish the terms and conditions under which the parties will share infrastructure costs and resources in performance on the one-stop workforce system implementation plan. The part is negotiated between the physically co-located partner agencies. The principle for selecting any methodology will be that customers being served are considered to be the system's customers, e.g., all of our customers, as they initially enter services. The parties will share system costs, i.e., those costs associated with operating the one-stop and share service costs, i.e., the costs associated with providing the planned shared services at the career center including but not limited to annual costs for lease, utilities, janitorial, and equipment subject to the allowability of such financial participation under the state or federal law that govern each Agency's funds.

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

The physically co-located parties agree to the extent feasible to align individual agency resources to support workforce development systems integration. Each agency commits to sharing costs for Centers where the agency participates. These agreements will be negotiated using the square footage cost

stop systems operator, will be negotiated with each agency.

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

#### **Article 15: Debarment and Suspension**

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

#### **Article 16: 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.

**Memorandum of Understanding**

for

**Workforce Innovation and Opportunity Act (WIOA) Services**

**TENCO Workforce Development Area:**

**Kentucky Career Center – TENCO**

**Agreement Period: July 1, 2019 – June 30, 2022**

**Kentucky Career Center Operations**

**Signature Page**

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

**Chief Elected Official**

Anthony T. Ruckel, CSE  
Printed Name & Title

[Signature] 6/18/19  
Signature Date

**LWDB Chairperson**

Lori Ulrich, Interim Chair  
Printed Name & Title

[Signature] 6/19/19  
Signature Date

**TENCO Administrative Entity/Fiscal Agent  
Workforce Innovation and Opportunity Act**

Amy Kennedy, Executive Director  
Printed Name & Title

[Signature] 6/18/19  
Signature Date

**Department for Community Based Services**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Kentucky Department for Workforce Investment (Wagner Peyser, Migrant and Farmworker, Unemployment Insurance, Trade, Jobs for Veterans)**

Joshua D Benson, Deputy Secretary  
Printed Name & Title

[Signature] 6/14/19  
Signature Date

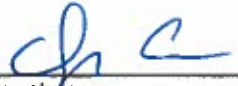
**Kentucky Office of Vocational Rehabilitation**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Title V**

\_\_\_\_\_  
Printed Name & Title

 7/10/19  
Signature Date

Dwight Coburn CEO  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Community Service Block Grant**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Carl Perkins Career and Technical Education**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Kentucky Office of Adult Education (Skills U)**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature Date

**Kentucky Office of Vocational Rehabilitation**

CORA L. McWALSH, Executive Director  
Printed Name & Title

Cora Walsh 6/3/19  
Signature Date

**Title V**

Michael D. Golke Program Mgr  
Printed Name & Title

[Signature] 6/20/20  
Signature Date

Printed Name & Title

Signature Date

**Kentucky Office of Adult Education (Skills U)**

REECIE D. STAGNOLIA, EXECUTIVE DIRECTOR  
Printed Name & Title

[Signature] 6/3/19  
Signature Date

Printed Name & Title

Signature Date

**Community Service Block Grant**

Charlene Engle, CEO  
Printed Name & Title

Charlene Engle 4/18/19  
Signature Date

Printed Name & Title

Signature Date

David Carroll, Exec. Director  
Printed Name & Title

[Signature] 7-8-19  
Signature Date

**Carl Perkins Career and Technical Education**

Larry Ferguson, President/CEO ACTC  
Printed Name & Title

Larry Ferguson 6.28.19  
Signature Date

Stephen Vacik, President/CEO MCTC  
Printed Name and Title

[Signature] 25 Jun 2019  
Signature Date

**Kentucky Office of Vocational Rehabilitation**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Title V**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Community Service Block Grant**

*Kenneth Walters Executive Director*  
\_\_\_\_\_  
Printed Name & Title

*[Signature]* 7/1/19  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Carl Perkins Career and Technical Education**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Kentucky Office of Adult Education (Skills U)**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

*Jana Hunt - Community Services Director*  
\_\_\_\_\_  
Printed Name & Title

*[Signature]* 7/1/19  
\_\_\_\_\_  
Signature Date

**Kentucky Office of Vocational Rehabilitation**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

*Title V*

*Catherine Bowman-Thames Executive Director*  
\_\_\_\_\_  
Printed Name & Title

*[Signature]* *4/17/19*  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Community Service Block Grant**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Carl Perkins Career and Technical Education**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Kentucky Office of Adult Education (Skills U)**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

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Printed Name & Title

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Signature Date

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Printed Name & Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature Date

**Kentucky Department of Corrections**

Printed Name & Title

Signature

Date

**Native American Programs**

**COTRAIC**

**KERRY JEISEVAR / NATIVE AMERICAN  
EMPLOYMENT - TRAINING (WDA)  
PROGRAM / DIRECTOR**

Signature

Date

*Kerry Jeisevar* 6/27/2019

**ORIGINAL AGREEMENT**

**Approvals**

This Memorandum of Understanding (MOU) is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**1st Party Signature (CHFS):**

DocuSigned by:

*Tresa Straw*

32E96D9F-71C47D  
Signature

Tresa Straw

Printed Name

Chief of Staff

Title

7/8/2019 | 8:54 AM EDT

Date

**2nd Party Signature:**

Signature

Justin Suttles

Printed Name

Title

Date

**Other Party Signature (requesting Department's Approval):**

DocuSigned by:

*Eric Clark*

85C3E54F-89FE493  
Signature

Eric Clark

Printed Name

Commissioner

Title

7/5/2019 | 10:38 AM EDT

Date

**Approved as to form and legality:**

DocuSigned by:

*Johann Herklotsz*

AF7473D-2B837A  
General Counsel

DocuSigned by:

*D. Brent Irwin*

072802B261744E  
Legal



## Justin Suttles

---

**From:** Bussell, Darlene K (DWI) <darlenek.bussell@ky.gov>  
**Sent:** Friday, November 8, 2019 10:45 AM  
**To:** Justin Suttles  
**Cc:** Adams, Rachel R (Education Cabinet)  
**Subject:** RE: Second Chance Act Recipients

This is good information. I will put this email with the TENCO MOU/IFA. This should take care of it. Thank you,

---

**From:** Justin Suttles <justin@fivco.org>  
**Sent:** Friday, November 8, 2019 10:35 AM  
**To:** Bussell, Darlene K (DWI) <darlenek.bussell@ky.gov>  
**Subject:** FW: Second Chance Act Recipients

Hi Darlene

I reached out to Deborah Strama at DOL, she did a presentation at SETA last spring and told us anytime we had a question on partners with the MOU/IFA we could contact her. I asked her about the Second Chance Act grant recipients, and she said since KY has the bonding program DWI would be that partner, since DWI has already signed the document, is there anything we need to do from here?

---

**From:** Strama, Deborah - ETA <Strama.Deborah@dol.gov>  
**Sent:** Tuesday, October 22, 2019 5:08 PM  
**To:** Justin Suttles <justin@fivco.org>  
**Subject:** RE: Second Chance Act Recipients

The State of KY has fidelity bonding program to help with ex-offenders. You can reach out to the KY Dept of E&T.

For other partners in your area – goto the AJC locator at the link below.

**How can I find the closest American Job Center - AJC?**

- A. Ask Google
- B. Ask Siri
- C. Ask Alexa
- D. <https://www.careeronestop.org/LocalHelp/service-locator.aspx>

Answer D and A

---

**From:** Justin Suttles <justin@fivco.org>  
**Sent:** Monday, October 21, 2019 12:18 PM  
**To:** Strama, Deborah - ETA <Strama.Deborah@dol.gov>  
**Subject:** Second Chance Act Recipients

Good afternoon Deborah,

I attended two of your workshops at the Spring SETA conference in Ashville, NC. I remember you telling the group if we needed help identifying partners in our state you could assist us. Can you help

me identify the partners associated with the Second Chance Act in the state of Kentucky, or tell me where I can find this information?

Thank you  
Justin

Justin Suttles  
One-Stop Operator  
Kentucky Career Center – TENCO  
FIVCO Area Development District  
1225 U.S. 60 West, Suite 106  
Morehead, KY 40351  
606-783-8525  
606-315-1139  
[tencocareercenter.com](http://tencocareercenter.com)



Virus-free. [www.avq.com](http://www.avq.com)

## APPENDIX 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, 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. **Fair Share:** The portion of KCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the KCC system.
- F. **Fiscal Agent:** An entity appointed by a local area's CEO 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
- G. **Kentucky Workforce Innovation Board (KWIB):** Established by the Kentucky Governor under Executive Order 2015-422 effective July 1, 2015 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.
- H. **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).
- I. **Local Area:** A local workforce development area designated by the Governor, under WIOA section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i)

- J. **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.
- K. **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.
- L. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services.
- M. **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.
- N. **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, policies, plans, and the terms of this MOU.
- O. **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.
- P. **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 off KCCs through methods agreed on by the LWDB, CEO and KCC partners through Resource Sharing.
- Q. **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.
- R. **WIOA:** The Workforce Innovation and Opportunity (WIOA) Act amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

- S. **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.
  
- T. **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.

## **APPENDIX B: Career Services Provided to Kentucky Career Center – TENCO Customers**

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

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

### **Individualized Career Services for Job Seekers**

1. Comprehensive and specialized evaluation to identify barriers to employment and employment goals.
2. Development of Individualized Employment Plan (IEP)
3. Group Counseling
4. Individual Counseling
5. Career/Vocational Planning
6. Short-Term Pre-employment/Vocational Services
7. Internships, apprenticeships, on-the-job training, and work experiences

8. Workforce preparation activities
9. Financial literacy services
10. Out-of-Area Job Search and relocation assistance
11. English language acquisition and integrated education and training programs
12. Follow up services – included support services.

### Follow-Up Career Services

1. Follow-up services are provided for Adult and Dislocated Worker program participants, who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service.
2. For the purposes of the Vocational Rehabilitation program, follow-up career services are similar to post-employment services, and are provided subsequent to an individual with a disability achieving an employment outcome.

### Business Services

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

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

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

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

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

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

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

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



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

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

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

**APPENDIX C: Strategic Goals and Outcomes**

**STRATEGIC PLANNING GOALS AND ACTION STEPS**

**Goal 1: Increase the labor force participation rate by developing programs that focus on the obstacles facing five specific target groups: Individuals utilizing government assistance, individuals with a disability, (ex) offenders, individuals who lack a high school diploma/equivalency, and Veterans.**

Measurement of Success: The Labor Force participation rate for TENCO will increase from 53% to 63% within five years.

Timeline for Achievement: June 30, 2023

Partners will work through the duration of this agreement toward the fulfillment of these goals by 2023.

Action Steps	Responsible Party	Timeline
Locate/develop a curriculum to provide soft skills, job preparation skills, and labor market information to the targeted population.	Board Staff	May 2019
Train Career Center staff on conducting and following through with thorough assessments, case management, resource mapping, employer needs/expectations, and providing job preparation skills.	Board Staff	February 2019
Survey/collect data from partner agencies currently serving the targeted population to determine the level of services currently available in order to coordinate services.	Office of Voc. Rehab Re-entry Council Veterans Rep Skills U Contract Staff	February 2019
Career Center staff participate in council/committees representing the target population. Representatives of programs serving the targeted population will be invited to attend and participate in local Workforce Development Board/Committee meetings.	Board Staff Direct Service Staff	December 2018
The local area will determine hiring restrictions for ex-offenders in order to provide employment resources to customers. A spreadsheet of "felon" friendly companies will be maintained and updated annually.	Reentry Council (Lead) Business Services	May 2019
The Business Service Team will remain aware of the labor force participation	Business Services Team	On-Going

goal and provide information to the board and partner agencies on companies seeking employees.		
Staff and partner agency staff will be provided opportunities to attend training on serving the targeted populations.	Operator	On-Going

**Goal 2: Align education and workforce while supporting career pathways and apprenticeship opportunities.**

**Measurement of Success:** Increase the number of high school students entering post-secondary training institutions in the high-demand occupations. FY18 will be a baseline year to determine the current number by utilizing KYSTATS data. After evaluation of the current number of youth entering high-demand occupations, the Accountability Committee will set a measurable goal to reflect the expected increase.

**Timeline for Achievement: June 30, 2020**

Action Steps	Responsible Party	Timeline
Provide opportunities for a "Teacher/Administrator Academy" where secondary school counselors, teachers, and administrator are actively involved in career awareness through hands-on experiences within high demand sectors/Occupations.	Business Service Team	May 2020
Provide "industry days" where educators from secondary and post-secondary are invited to attend business led sector driven workshop on specific occupations.	Business Service Team	August 2020
Collect and analyze data on sectors and occupations within sectors on an annual basis. Information will be shared with secondary, post-secondary, ATC, and other partner agencies.	Strategic Planning Committee/WDB	Annually – June 30th
A list of businesses in the TENCO local area will be maintained in a spreadsheet and will be utilized to validate high demand sectors, occupations, and industry certifications.	Business Service Team	Reviewed annually by June 30th
Career and Technical Education representatives will be invited to TENCO WDB committee and board meetings; A representative will serve on the Strategic Planning Committee and Youth Committee.	Board Staff	February 2019
Apprenticeship will be a topic incorporated into the TENCO WDB meetings on an annual basis.	Business/Industry Representatives	May 2019

Policies governing the TENCO WDB's involvement in career pathways will be developed and/or evaluated to ensure funds are executed for moving individuals up a career ladder to higher wages and advanced job opportunities.	Accountability Committee	May 2019
Business Service Teams will consist of partner agencies, including those in Career and Technical Education, and will include collecting data and/or information regarding specific businesses needs in the local area, with tours and presentations being used to provide valuable information to partners.	Business Service Coordinator	On-Going

**Goal 3: Increase programs/projects that offer soft skills and job preparation services to youth in the TENCO local workforce area with an emphasis on career guidance and/or employment opportunities.**

Measurement of Success: Increase the number of youth receiving soft skills, job preparation services, career guidance and work experience by 25% (current 150 youth).

Timeline for Achievement: June 2019

Action Steps	Responsible Party	Timeline
Develop a youth employment program in coordination with partner agencies and businesses to provide job readiness skills, soft skills, and work-based learning.	Youth Committee	May 2019
Develop/implement a mentoring program, such as unbridled careers, with local school systems directly connecting youth to business leaders in the community through electronic resources.	Youth Committee	June 2019
Develop a resource for youth seeking entrepreneurial opportunities.	Youth Committee	June 2019
Determine an interest and need for a specialized youth job fair. If an interest and need exist, facilitate job fair.	Business Service Coordinator (Lead) Youth Committee	July 2019 On-going

**Goal 4: Increase Coordination and Communication between Programs.**

Measurement of Success: Within 5 years, TENCO Will have a unified community plan that includes goals and objectives for all participating partner agencies.

**Timeline for Achievement: June 30, 2023**

Action Steps	Responsible Party	Timeline
Board and partner agencies actively participate in community activities, such as Work Ready Community Initiatives.	Executive Committee	May 2019
Develop a group of leaders to start the process of unifying the Strategic Plan for the Community.	Morehead State University (Lead)	June 2019
Revamp and utilize the local workforce system website to share information among all programs, including success stories, events, projects, and other information.	Operator (Lead) CDO OVR OFT Skills U WIOA Title I	December 2018 On-Going
Partner meetings will be scheduled regularly with an annual retreat.	Operator (Lead) CDO OVR Skills U WIOA Title I	August 2018 On-Going

**Goal 5: Ensure the workforce system services are easily accessible to individuals and business customers in the TENCO local area.**

**Measurement of Success:** After a one-year baseline (June 30, 2019), the Accountability committee will develop standards for determining flexibility and accessibility. Kentucky Career Center – Morehead achieved Comprehensive Career Certification status in May 2018.

**Timeline for Achievement: July 2020**

Action Steps	Responsible Party	Timeline
Improve the use of technology to provide basic services, informational services, and program specific applications and forms.	Operator (Lead)	On-Going
Increase flexibility in the service delivery area.	Board Staff/Direct Service Contractor	May 2019
Increase outreach activities to ensure customers are aware of service availability, such as utilizing social media, newspapers, website, customer appreciation days, and etc.	Business Service Coordinator One-Stop Operator	May 2019
OVR will annually provide information on ADA and accessibility needs in the career centers for partners.	OVR (Lead) Operator	Annually - December
ADA Compliance reviews will be conducted for all Career Centers.	OVR (Lead) Operator	Annually

Develop strategies and opportunities for partners and businesses to utilize the career centers for services, activities, meetings, etc.	One-Stop Operator Career Center Committee	On-Going
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**Goal 6: Provide workforce support to economic development partners at the State and local level by maintaining highly skilled and knowledgeable staff that offer valuable and easily accessible system resources.**

**Measurement of Success:** The Comprehensive Center in Morehead achieved Career Center Certification in May 2018. Twenty-five percent (25%) of staff located in the KY Career Centers – TENCO will have credentials relevant to the workforce system.

**Timeline for Achievement:** July 2020

Action Steps	Responsible Party	Timeline
Provide training for career center staff and partners including customer service, case management, career counseling, and assisting the customer with job readiness skills.	Operator (Lead)	May 2019
Staff will obtain/maintain workforce recognized credentials	Operator CDO OVR WIOA Title I	June 30, 2020
Regular communication will be sent to the board, committee members, partners, and workforce staff regarding relevant information for the local area.	Board Staff	On-Going
Maintain staff that actively participate in economic development conferences, workshops, meetings, and activities at the local, state, and national level.	Operator Workforce Director CDO OVR	On-Going

**APPENDIX D: Partner On-Site Representation Schedule**

Kentucky Career Center – Ashland (Affiliate) Open Monday – Friday 8:00 a.m. to 4:30 p.m.					
Program	Partner	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Jobs for Veterans	Career Development Office	2	9	0.24	1.70%
Vocational Rehabilitation	Office of Vocational Rehabilitation	13	386.25	10.3	72.98%
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	6	134	3.57	25.32%
Adult Education	Kentucky Skills U*	0	0	0	0%
Career and Technical Education	Ashland Community & Technical College*	0	0	0	0%
Community Services Block Grant	Northeast Community Action Program*	0	0	0	0%
Kentucky HEALTH	Career Development Office	0	0	0	0%
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*	0	0	0	0%
Native American Programs	Council of Three Rivers*	0	0	0	0%
Reentry Services	Department of Corrections*	0	0	0	0%
Senior Community Service Employment	Southwestern Community Action Council*	0	0	0	0%
TANF	DCBS*	0	0	0	0%
Unemployment Insurance	Office of Unemployment Insurance*	0	0	0	0%
Wagner-Peyser	Career Development Office	0	0	0	0%
<b>TOTALS</b>		<b>21</b>	<b>529.25</b>	<b>14.11</b>	<b>100%</b>

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.

Kentucky Career Center – Maysville (Affiliate) Open Monday – Friday 8:00 a.m. to 4:30 p.m.					
Program	Partner	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Jobs for Veterans	Career Development Office	2	6	.16	1.93%
Vocational Rehabilitation	Office of Vocational Rehabilitation	4	79.75	2.13	25.62%
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	7	225.5	6.01	72.45%
Adult Education	Kentucky Skills U*	0	0	0	0%
Career and Technical Education	Maysville Community & Technical College*	0	0	0	0%
Community Services Block Grant	Licking Valley Community Action Program*	0	0	0	0%
Kentucky HEALTH	Career Development Office	0	0	0	0%
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*	0	0	0	0%
Native American Programs	Council of Three Rivers*	0	0	0	0%
Reentry Services	Department of Corrections*	0	0	0	0%
Senior Community Service Employment	Northern Kentucky Community Action Program*	0	0	0	0%
TANF	DCBS*	0	0	0	0%
Unemployment Insurance	Office of Unemployment Insurance*	0	0	0	0%
Wagner-Peyser	Career Development Office	0	0	0	0%
TOTALS		13	311.25	8.3	100%

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.



Kentucky Career Center – Morehead (Comprehensive) Open Monday – Friday 8:00 a.m. to 4:30 p.m.					
Program	Partner	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Jobs for Veterans	Career Development Office	2	48.5	1.29	11.59%
Vocational Rehabilitation	Office of Vocational Rehabilitation	7	197	5.25	47.07%
Wagner-Peyser	Career Development Office	2	57.5	1.53	13.74%
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	5	115.5	3.08	27.60%
Adult Education	Kentucky Skills U*	0	0	0	0%
Career and Technical Education	Maysville Community & Technical College*	0	0	0	0%
Community Services Block Grant	Gateway Community Action Program*	0	0	0	0%
Kentucky HEALTH	Career Development Office	0	0	0	0%
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*	0	0	0	0%
Native American Programs	Council of Three Rivers*	0	0	0	0%
Reentry Services	Department of Corrections*	0	0	0	0%
Senior Community Service Employment	Big Sandy Community Action Program	0	0	0	0%
TANF	DCBS*	0	0	0	0%
Unemployment Insurance	Office of Unemployment Insurance*	0	0	0	0%
<b>TOTALS</b>		<b>16</b>	<b>418.5</b>	<b>11.16</b>	<b>100%</b>

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.

Kentucky Career Center – Mt. Sterling (Affiliate) Open Monday – Friday 8:00 a.m. to 4:30 p.m.					
Program	Partner	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Jobs for Veterans	Career Development Office	2	8.5	.27	7.68%
Wagner-Peyser	Career Development Office	2	55	1.47	49.72%
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	3	47	1.25	42.49%
Adult Education	Kentucky Skills U*	0	0	0	0%
Career and Technical Education	Maysville Community & Technical College*	0	0	0	0%
Community Services Block Grant	Gateway Community Action Program*	0	0	0	0%
Kentucky HEALTH	Career Development Office	0	0	0	0%
Migrant & Seasonal Farmworker	Kentucky Farm Worker Program*	0	0	0	0%
Native American Programs	Council of Three Rivers*	0	0	0	0%
Reentry Services	Department of Corrections*	0	0	0	0%
Senior Community Service Employment	Northern Kentucky Community Action Program	0	0	0	0%
TANF	DCBS*	0	0	0	0%
Unemployment Insurance	Office of Unemployment Insurance*	0	0	0	0
Vocational Rehabilitation	Office of Vocational Rehabilitation*	0	0	0	0%
TOTALS		7	110.5	2.95	100%

\*These partners are linked virtually through online service access to a program staff member via Kentucky Career Center resource rooms and through cross-trained front desk staff and other, physically, co-located partner staff who can provide information and referrals.

**APPENDIX E: One-Stop Operating Budget**