

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

Kentucky Career Center (One-Stop) Operations

TENCO Workforce Development Board

2022-2024

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

Local Workforce Development Area: TENCO

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

Vision: 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.

Mission: 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.

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: TENCO 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 G 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 when applicable; 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. **Partner On-Site Representation Schedule: Attachment E.**
- E. **Kentucky Career Center Services: Attachment L.**

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 F

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 G** 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**]

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 G** 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. 49I-2(a)(2) - as amended under WIOA – regarding information to be confidential under the Wagner Peyser Act.
 7. The Privacy Act (5 USC 552a).
 8. The Family Educational and Privacy Rights Act (20 USC 1232g)
 9. 34 CFR 361.38 – regarding use and release of personal information of Vocational Rehabilitation Services participants.
 10. HIPAA: 45 CFR 164.500 – 164.534.
 11. KRS 194A.060 and KRS 205.175 Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law.
 12. KRS 341.190(3) regarding use and disclosure of Unemployment Compensation records.
 13. KRS 151B.280(5) and attendant administrative regulation(s) regarding confidentiality of employment and service records which directly or indirectly identify a client or former client.
 15. KRS 61.870 - 61.884 regarding release of and access to confidential personal information.
 16. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934.
 17. 2 CFR 200.303 regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information (e.g., address, social security numbers, date of birth, wages, employer information, 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 Kentucky Labor Cabinet, as soon as possible but not to exceed seventy-two (72) hours, of any suspected breach involving unemployment insurance information. The parties hereby agree to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act. The parties further agree to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933. If upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, it is determined the breach was caused by employees or agents of a specific party, that party agrees to bear the costs of the notification, investigation, and mitigation of the security breach. In accordance with KRS 61.932(2)(a), the parties shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology. (See <https://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>.)

Article X: Impasse—Dispute Resolution

- 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 I. 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 I

- 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 Follow

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Memorandum of Understanding

for

Workforce Innovation and Opportunity Act (WIOA) Services

TENCO Workforce Development Area:

Kentucky Career Center – TENCO

Agreement Period: July 1, 2022 – June 30, 2024

Kentucky Career Center Operations

Signature Page

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

Chief Elected Official

LWDB Chairperson

Printed Name & Title

Printed Name & Title

Signature Date

Signature Date

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

Department for Community Based Services

Printed Name & Title

Printed Name & Title

Signature Date

Signature Date

***Career Development Office (Wagner Peyser, Migrant and Farmworker, Unemployment Insurance,
Trade, Jobs for Veterans)***

Printed Name & Title

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

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

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Printed Name and Title

Signature Date

Kentucky Department of Corrections

Printed Name & Title

Signature

Date

Native American Programs

Printed Name & Title

Signature

Date

Kentucky Career Center Memorandum of Understanding

Attachments

Attachment A:	Parties to the Agreement
Attachment B:	Local Area's Kentucky Career Centers Locations
Attachment C:	Administrative Structure
Attachment D:	Required Partner Services
Attachment E:	Partner Onsite Representation Schedule
Attachment F:	Method of Referral
Attachment G:	Kentucky Career Center Infrastructure Funding Agreement (IFA)
Attachment H:	Methodology to Determine Shared Service Costs
Attachment I:	Impasse-Dispute Resolution
Attachment J:	Customer Complaint Procedure
Attachment K:	Non-Discrimination and Equal Opportunity Clause
Attachment L:	Kentucky Career Center Services
Attachment M:	Continuous Quality Improvement (CQI)
Attachment N:	Strategic Goals and Outcomes

LWDB	TENCO
CLEO	Harry Clark

Required Partners

Partner Name	Program	Program Authority
FIVCO Area Development District	WIOA Title I – Adult, Dislocated Worker and Youth Programs, One-Stop Operator	WIOA Title I – Adult, Dislocated Worker, and Youth Programs, Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121 (b)(1)(B)(xi))
Ashland Community & Technical College Maysville Community & Technical College	Post-Secondary Vocational Education	Career & Technical Education Programs - Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
KY Cabinet for Health and Family Services, Dept. for Community Based Services	SNAP E&T, KY Works (TANF) eligibility services	Programs authorized under the Social Security Act title IV, part A (TANF)
KY Career Development Office (CDO)	WIOA Title III- Wagner-Peyser, Trade- TAA/TRA, Veterans' Workforce Programs	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49), Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2271), – Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
KY Office of Vocational Rehabilitation	WIOA Title IV- Rehabilitation	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
Gateway Community Action Licking Valley Community Action Big Sandy Community Action Agency Northern Kentucky Community Action	Community Services Block Grant, Senior Community Service Employment, YouthBuild	Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i>), WIOA Title 1 – YouthBuild – WIOA Section 171, Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
Native American Program	*n/a- not stationed in TENCO	WIOA Title I – Native American Programs (29 USC 2911, 29 USC 2919)
Northern KY Area Development District	Employment Connections/ KY Works/ SNAP E&T, WIOA Title I – Adult, Dislocated Worker and	Social Security Act – Part A, Title IV (TANF) (42 U.S.C. 601 <i>et seq.</i>),

	Youth Programs, One-Stop Operator	subject to subparagraph (C), Sect. 4005 Agriculture Improvement Act of 2018 (PL 115-334)
Migrant worker programs	n/a- not stationed in TENCO	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
Second Chance	n/a- not stationed in TENCO	Second Chance Act of 2007 programs, authorized under section 212 (42 U.S.C. 17532)
KY Adult Education (KEDC, MCTC, MSU)	WIOA Title II	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii) – Title II

*Council of Three Rivers American Indian Center (Native American Program) has an onsite presence at the KY Career Center in Lexington, Kentucky. Program materials will be made available in NKY Career Centers and NKY job seekers will be referred as appropriate; and, NKY Career Center staff will receive annual training on Council of Three Rivers programming.

**Local Area's Kentucky Career Center
Locations****ATTACHMENT B**

KCC Name or Service Area	Address	Center Category	One-Stop Operator
Kentucky Career Center – Ashland	1844 Carter Avenue Ashland, KY 41101	Comprehensive	Justin Suttles
Kentucky Career Center – Maysville	201 Government Street Maysville, KY 41056	Affiliate	
Kentucky Career Center – Morehead	1225 US HWY 60W Morehead, KY 40351	Comprehensive	
Kentucky Career Center – Mt. Sterling	200 Oak Grove Drive Mt. Sterling, KY 40353	Affiliate	

Administrative Structure**ATTACHMENT C**

Function/Role(s)	Entity Name & Contact	Address	Email
Chief Elected Official	Rowan County Judge Executive Harry Clark	600 W Main Street Morehead, KY 40351	Harry.clark@rcky.us
LWDB Director & Board Support Staff	Buffalo Trace Area Development District Denise Dials	201 Government Street Maysville, KY 41056	ddials@btadd.com
Fiscal Agent	Buffalo Trace Area Development District Amy Kennedy	201 Government Street Maysville, KY 41056	akennedy@btadd.com
KCC / One-Stop Operator	FIVCO Area Development District Justin Suttles	32 FIVCO Court Grayson, KY 41143	justin@fivco.org
KCC / Direct Services Provider	FIVCO Area Development District Kelly Ward	32 FIVCO Court Grayson, KY 41143	kelly@fivco.org
Board Chair	TENCO Workforce Development Board Scott Doan	201 Government Street Maysville, KY 41056	sdoan@familydollar.com

State Administrative Entity

State Workforce Agency	Department for Workforce Development <i>Beth Brinly</i> <i>Deputy Secretary</i> Education & Labor Cabinet	500 Mero Street, 4 th Floor Frankfort, KY 40621	<i>Beth.Brinly@ky.gov</i>
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Required Partner Services

ATTACHMENT D

Each agency agrees coordinate and align services to ensure non-duplication. Furthermore, agencies participating in the MOU should promote, provide, and/or link customers to the services below. 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.
Basic Services											
Orientation to KCC Services	X	X				X			X	X	X
Job Readiness	X	X	X			X		X	X	X	X
Job Referrals	X	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	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
Individualized Services											
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	E&T/ 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	
Training Services											
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	
Business Services											
Customized Training for Businesses		X							X	X	
Job Fairs	X	X	X					X	X	X	X
Recruitment/Hiring Events	X	X							X		X
Rapid Response	X	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

Partner Onsite Representation Schedule

ATTACHMENT E

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	.5	15	.4	1.86
Vocational Rehabilitation	Office of Vocational Rehabilitation	10	331.875	8.85	41.26
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	4	150	4	18.65
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*	5	187.5	5	23.31
Wagner-Peyser	Career Development Office	3	112.5	3	13.98
Trade	Career Development Office	.5	15	.4	1.86
TOTALS		23	811.87	21.65	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 – 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	0	0	0	0
Vocational Rehabilitation	Office of Vocational Rehabilitation	4	82.5	2.2	19.64
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	9	337.5	9	80.36
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	420	11.2	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	.5	22.5	.6	2.71
Vocational Rehabilitation	Office of Vocational Rehabilitation	9	270	7.2	32.58
Wagner-Peyser	Career Development Office	5	187.5	5	22.62
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	3.5	132.25	3.5	15.84
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*	5	187.5	5	22.62
Trade	Career Development Office	.5	30	.8	3.62
TOTALS		23.5	828.75	22.1	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 – 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	0	0	0	0
Wagner-Peyser	Career Development Office	1	37.5	1	28.57
WIOA Adult/Dislocated Worker/Youth	Buffalo Trace Area Development District	2.5	93.75	2.5	71.43
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		3.5	131.25	3.5	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.

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. When making a referral, the referring staff member 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.

CDO, 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.

The purpose of the Infrastructure Funding Agreement is to establish the terms and conditions under which the career center co-located partners will share infrastructure costs and resources.

This Infrastructure Funding Agreement will be reviewed and negotiated on an annual basis. Shared costs will be based on the square footage cost allocation methodology.

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, including but not limited to center focused outreach materials, staffing for the resource area, supplies and/or equipment utilized for the center, and center-wide staff training.

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 under the cost allocation plan. Each in-kind contribution must specify the actual worth of the contribution.

The comprehensive IFA will be completed/ stored/ updated via the Commonwealth SharePoint site.

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 an annual reconciliation of budgeted and actual costs 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 the fiscal year:
 - Annual cost information and documentation of the actual costs,
 - Updated staffing information.
- 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.
 - 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 the fiscal year. 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 will and submit a plan to reconcile through purchases or in-kind contribution.
- 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.

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, including the One-Stop Operator.

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.

- 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.

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.

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 workplace 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
 - Kentucky's Labor Exchange System, and
- Sector strategy and career pathway development.

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. KCC core partners agree to actively participate in the established goals and objectives of the comprehensive Strategic Plan of the TENCO WDB.

ATTACHMENT N

Strategic Goals and Outcomes

Completed objective

Next Steps

TENCO Workforce Development Board

July 1, 2018
Updated April 26, 2022

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

Action Steps	Responsible Party	Timeline	Status
Locate/develop a curriculum to provide soft skills, job preparation skills, and labor market information to the targeted population.	Operator Partner Agency	December 2019	Completed
Workshops will be made available on a monthly basis. Referrals will be recorded by category and evaluated on a monthly basis. Workshops will be delivered to a minimum of 100 individuals by June 30, 2020	CDO Operator Partner Agency	December 2020	Completed

<p>All CDO /WIOA Title I Career Center staff will be trained on conducting and following through with thorough assessments, case managements, resource mapping, employer needs/expectations, and providing job preparation skills. Attendance will be recorded and maintained in staff personnel files. Virtual trainings will be available by February 2022 for staff to access.</p>	<p>Board Staff</p>	<p>May 2022</p>	<p>Active</p>
<p>Data will be collected from partner agencies currently serving the targeted population to determine the level of services currently available in order to coordinate services.</p>	<p>Operator</p>	<p>February 2019</p>	<p>Completed</p>
<p>The data will be analyzed for gaps in services. Once gaps in services have been determined, action steps will be developed and incorporated into the plan.</p>	<p>Operator/Partner Team</p>	<p>February 2022</p>	<p>Completed</p>
<p>Career Center staff will 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.</p>	<p>Board Staff Direct Service Staff</p>	<p>December 2018</p>	<p>Completed</p>
<p>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.</p>	<p>Reentry Council (Lead) Business Services</p>	<p>February 2022</p>	<p>Pending</p>
<p>At a minimum, 3 Staff and/or partner agency staff will annually attend training focused on serving the targeted populations.</p>	<p>Operator/Partner Team</p>	<p>June 2022</p>	<p>Active</p>
<p>The TENCO WDB will have a written initiative plan to support outreach, referrals, services, and re-employment activities for court involved individuals by March 2020 with implementation by June 2020; GED applicants by September 2020 with implementation by December 2020; Individuals utilizing Government</p>	<p>WDB Staff JEERS Skills U Vocational Rehabilitation Veterans/CDO</p>	<p>June 2022</p>	<p>Active</p>

assistance by March 2021 with implementation by June 2021; Disabilities by September 2021 with implementation December 2021; and Veterans by March 2022 with implementation by June 2022.	DCBS	
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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. FY21 will be a baseline year to determine the current number by utilizing KCEWS data. After evaluation of the current number of individuals entering high-demand occupations, the Accountability Committee will set a measurable goal to reflect the expected increase.

Timeline for Achievement: June 30, 2023

Action Steps	Responsible Party	Timeline	Status
Provide opportunities for a "TeacherAcademy" where secondary school counselors, teachers, and administrator are actively involved in career awareness through hands-on experiences within high demand sectors/Occupations. A budget will be developed and funding will be attempted. Schools will be surveyed to determine an interest in participating. Once a budget, funding, and school interest is determined, planning and implementation of the project will begin.	Business Service Team	August 2022	Active
Apprenticeship will be a topic incorporated into the TENCO WDB meetings on an annual basis.	Business/Industry Representatives	May 2019	On-Going
A plan of action will be developed to increase apprenticeship awareness and participation with 25 individuals in apprenticeships within three years.	Business/Industry	August 2022	Pending
Policies governing the TENCO WDB's involvement in career pathways will be developed and/or evaluated to ensure funds are executed for	Accountability Committee	May 2020	Completed

moving individuals up a career ladder to higher wages and advanced job opportunities.		
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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/or work experience by 25% (current 150 youth – baseline)

Timeline for Achievement: June 2019; December 2021; December 2022

Action Steps	Responsible Party	Timeline	Status
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	Completed for 2019
Increase the current Youth Employment Program by developing an active awareness and recruitment plan leading to a minimum of five counties participating.	Youth Committee	May 2021	Completed
Develop and implement a mentoring program with local secondary school systems directly connecting youth to business leaders in the community through virtual resources. Youth Coordinator will be hired by January 31, 2020. A virtual tiered mentoring program will be developed in one county by December 2020 with for credit internships/co-ops available to youth who meet standards established by the secondary school.	Youth Committee	August 2022	Pending
Develop a resource for youth seeking entrepreneurial opportunities. The Youth Coordinator will develop a resource map for entrepreneurial assistance for youth. The resource map will be available to Guidance Counselors, Career Centers and other Partner	Youth Committee	August 2022	Pending

Agencies. The Resource Map will be utilized to link youth with opportunities to learn about being an entrepreneur. Twenty-five youth will be linked to entrepreneurial opportunities by June 2022.				
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	Completed for 2019	
In coordination with the secondary school system, the Youth Coordinator will develop a K-12 Career Pathway Plan of Action for a minimum of one county. The Plan will include awareness of high demand occupations, mentoring, work experience, and job readiness activities.	Youth Coordinator	December 2022	Pending	

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	Status
Identify a group of leaders (including core WIOA partners) to start the process of unifying the Strategic Plan for the Community.	Morehead State University (Lead)	June 2022	Pending
The identified leaders will develop an approved process for strategic plan development.		December 2022	Pending
A draft of the Unified Strategic Plan will be presented to the TENCO WDB by a designated spokesperson.		June 2023	Pending
Revamp and utilize the local workforce system website to share information among all programs,	Operator (Lead) OET OVR	December 2018 On-Going	Completed

including success stories, events, projects, and other information.	OFT Skills U WIOA Title I		
Partner meetings will be scheduled regularly with an annual retreat.	Operator (Lead) OET OVR OFB Skills U WIOA Title I	August 2018 On-Going	Completed

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

Measurement of Success: Career Center staff will conduct a minimum of six (6) offsite services throughout the FY22.
All TENCO Career Centers will achieve state recognized certification.

Timeline for Achievement: July 2020

Action Steps	Responsible Party	Timeline	Status
Improve the use of technology to provide flexibility of basic services, informational services, and program specific applications and forms. General applications, program and performance information, job readiness services, and career exploration/guidance will be available via the TENCO website by May 2020.	Operator (Lead)	February 2022	Active
Provide one outreach activity quarterly to ensure customers are aware of service availability, such as utilizing social media, newspapers, website, customer appreciation days, and center access.	Business Service Coordinator One-Stop Operator	June 2022	On-going
OFB and OVR will annually provide information on ADA and accessibility needs in the career centers for partners.	OVR (Lead) OFB Operator	Annually - December	Active

ADA Compliance reviews will be conducted for all Career Centers Annually.	OVR (Lead) OFB Operator	For Center Certification	Completed and on-going
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	Completed and on-going

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 will achieve Career Center Certification by July 1, 2018. Twenty-five percent (12 individuals) of full-time staff located in the KY Career Centers – TENCO will have credentials and/or Continuing Education Credits relevant to the workforce system.

Timeline for Achievement: August 2022

Action Steps	Responsible Party	Timeline	Status
Twenty-five percent of Career Center Staff will obtain/maintain workforce recognized credentials and/or Continuing Education Units.	Operator OET OVR/OFB WIOA Title I	August 2022	Pending
Each Career Center will have a dedicated staff person working toward business services/economic development by July 2021.	Operator Workforce Director OET OVR/OFB	On-Going	Active

Federal Performance Goals and Action Steps
Goal 1: Obtain Employment

Measurement of Success: TENCO will serve a minimum of 30 Adult/DW/Trade customers in Work-Based programs annually. Youth Providers will meet the Work Experience requirements in WIOA – 20% of funds.

Timeline for Achievement: July 1, 2020 – June 30, 2021/Annual Review - Status (March 2021 – 44 individuals served);

Action Steps	Responsible Party	Timeline	Status
Analyze data on posted jobs within our area, skills required for jobs, and data on customers seeking employment through the KCC to better link job seekers to employment opportunities.	Board Staff		Pending
Expungement, bonding, tax credits and other business services will be made available on the TENCO Website.	Operator	January 2020	Active
An OJT application will be developed and placed on the TENCO website.	Board Staff	February 2021	Pending
Work Based Learning contracts will be written for 5 businesses annually.	Direct Service Staff	June 2021	Active

Goal 2: Obtain Credential

Measurement of Success: Credential rate will be within 10% of the negotiated rate.

Timeline for Achievement: June 2020/Reported in October - met negotiated rate
 July 2021/Reported in October – met negotiated rate

Action Steps	Responsible Party	Timeline	Status
Board staff will conduct a review of all WIOA customers enrolled in training that is not successful in achieving a credential. If greater than 10%, a corrective action plan will be presented to the board.	Accountability Committee Board Staff	Annually/October	Active

Goal 3: Obtain Measurable Skill Gains

Measurement of Success: Measurable Skill Gains will be within 10% of the negotiated rate.

Timeline for Achievement: June 30th/Reported in October – June 30, 2021 Met Measurable Skills Gain

Action Steps	Responsible Party	Timeline	Status
Staff will be trained on the criteria necessary to assist customers in successfully obtaining a measurable skills goal.	Board Staff Direct Service Staff	July 1, 2019	Completed
Board Staff will conduct a review of all WIOA customers enrolled in training who are not successful in achieving Measurable Skills Gains. If greater than 10%, a corrective action plan will be completed and approved by TENCO Director.	Accountability Committee Board Staff	Reported October 2020	Completed

Goal 4: Business Penetration Rate

Measurement of Success: As of July 1, 2019, TENCO will increase the business penetration rate of intensive services annually for the next three years (baseline of March 31, 2019 = 1320).

- June 2021 (25 new businesses = 1345 businesses)
- June 2022 (30 new businesses)
- June 2023 (35 new businesses)
- Total of 110 new business served

Timeline for Achievement: June 30, 2023/Reviewed Annually.

Action Steps	Responsible Party	Timeline	Status
Develop spreadsheet with data on local businesses in the TENCO/State Sectors.	Board Staff	February 2021	Active
Business Service Team will define intensive services.	Business Service Team	February 2021	Completed
Business Services Coordinator will develop a separate method of collecting data for those without a Sales Force license.	Business Service Coordinator	February 2020	Completed
Business Service Procedures will be developed to identify expectations and activities that will increase the number of businesses provided with intensive services. Procedures will be implemented in all Career Centers.	Board Staff	June 2021	Completed
Team members will record services at a minimum of 5 contacts qtrly with non-engaged businesses in the local area.	Business Service Team Members	Start July 2020. Qtrly through June 2023. Annual goal reviewed in October.	Completed

Goal 5: Business Retention Rate

Measurement of Success: TENCO will have a 60% or higher retention rate within the performance year.

Timeline for Achievement: June 30, 2021

Action Steps	Responsible Party	Timeline	Status
The Business Service Team will develop procedures for determining customer satisfaction.	BST	June 2021	Completed

Businesses that have not utilized the center within six-months of a past service, will receive a follow-up contact by members of the BST.	BST	June 2021	Active
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Overview of Infrastructure Funding Agreement (IFA) – One-Stop Delivery Costs and Partner Contributions Attachment O

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 onsite 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)
- Adult, Dislocated Worker, Youth (WIOA Title I)

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.

**Memorandum of Understanding
for
Workforce Innovation and Opportunity Act (WIOA) Services
TENCO Workforce Development Area:
Kentucky Career Center – TENCO
Agreement Period: July 1, 2022 – June 30, 2025
Kentucky Career Center Operations
Signature Page**

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

Chief Elected Official

HARRY CLARK JUDGE EXEC.
Printed Name & Title

[Signature] 09-26-22
Signature Date

LWDB Chairperson

SCOTT DEAN CHAIR
Printed Name & Title

[Signature] 9/20/22
Signature Date

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

AMY G. KENNEDY, EXECUTIVE DIRECTOR
Printed Name & Title

[Signature] 9/20/2022
Signature Date

Department for Community Based Services

Printed Name & Title

Signature Date

Kentucky Labor Cabinet (Wagner Peyser, Migrant and Farmworker, Unemployment Insurance, Trade, Jobs for Veterans)

Printed Name & Title

Signature Date

Kentucky Office of Vocational Rehabilitation

Printed Name & Title

Signature Date

Kentucky Office of Adult Education (Skills U)

Printed Name & Title

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LWDB Chairperson

SCOTT DEAN CHAIR
Printed Name & Title

[Signature] 9/20/22
Signature Date

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

Amy G Kennedy, Executive Director
Printed Name & Title

[Signature] 9/20/2022
Signature Date

Department for Community Based Services

Printed Name & Title

Signature Date

Kentucky Labor Cabinet (Wagner Peyser, Migrant and Farmworker, Unemployment Insurance, Trade, Jobs for Veterans)
Jason Hutchinson, Executive Director, Kentucky Office of Career Development

Printed Name & Title

DocuSigned by: 11/4/2022
Jason Hutchinson
Signature Date

Kentucky Office of Vocational Rehabilitation

Printed Name & Title

Signature Date

Kentucky Office of Adult Education (Skills U)

Printed Name & Title

Signature Date

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Department for Community Based Services

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Signature Date

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Jobs for Veterans)**

Printed Name & Title

Signature Date

Kentucky Office of Vocational Rehabilitation

Printed Name & Title

Signature Date

Kentucky Office of Adult Education (Skills U)

John C. Gregory, Ph.D., Executive Director

Printed Name & Title

DocuSigned by:
John Gregory 11/7/2022
Signature Date

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SCOTT DEAN CHAIR
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[Signature] 9/20/22
Signature Date

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Workforce Innovation and Opportunity Act**

Amy G Kennedy, Executive Director
Printed Name & Title

[Signature] 9/20/2022
Signature Date

Department for Community Based Services

Printed Name & Title

Signature Date

**Kentucky Labor Cabinet (Wagner Peyser, Migrant and Farmworker, Unemployment Insurance, Trade,
Jobs for Veterans)**

Printed Name & Title

Signature Date

Kentucky Office of Vocational Rehabilitation
Cora McNabb, Executive Director

Printed Name & Title

DocuSigned by:
Cora McNabb 11/7/2022
Signature Date

Kentucky Office of Adult Education (Skills U)

Printed Name & Title

Signature Date

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Signature Date

LWDB Chairperson

SCOTT DEAN CHAIR
Printed Name & Title

[Signature] 9/20/22
Signature Date

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

Amy G Kennedy, Executive Director
Printed Name & Title

[Signature] 9/20/2022
Signature Date

Department for Community Based Services

Printed Name & Title

Signature Date

Kentucky Labor Cabinet (Wagner Peyser, Migrant and Farmworker, Unemployment Insurance, Trade, Jobs for Veterans)
Beth Brinly, Deputy Secretary, Education and Labor Cabinet

Printed Name & Title

DocuSigned by:
Beth Brinly 11/4/2022
Signature Date

Kentucky Office of Vocational Rehabilitation

Printed Name & Title

Signature Date

Kentucky Office of Adult Education (Skills U)

Printed Name & Title

Signature Date