

Bluegrass Local Workforce Development Area



Memorandum of Understanding

Dates: 2019 - 2022



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Introduction

Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Bluegrass Workforce Innovation Board (BGWIB), with the agreement of the Chief Local Elected Officials (CLEOs), to develop and enter into a Memorandum of Understanding (MOU) between the BGWIB and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in the Bluegrass Local Workforce Development Area (LWDA). This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Memorandum of Understanding (MOU) Development

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

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

State:	Kentucky
Local Workforce Development Area:	Bluegrass
Local Workforce Development Board:	Bluegrass Workforce Innovation Board
One-Stop Operator:	ResCare
Co-Chief Elected Official:	Orbrey Gritton, Judge Executive Anderson County
Co-Chief Elected Official:	Linda Gorton, Mayor, Lexington- Fayette
County #1 (Comprehensive Career Center – AJC)	Scott County
County #2 (Affiliate Kentucky Career Center – AJC)	Fayette County
County #3 (Affiliate Kentucky Career Center – AJC)	Madison County
County #4 (Affiliate Kentucky Career Center – AJC)	Boyle County
Local Workforce Development Board Website	www.bgwib.com

Memorandum of Understanding (MOU)

This MOU is executed between the Bluegrass Workforce Innovation Board (BGWIB), the Kentucky Career Center – Bluegrass / American Job Center (KCC-B/AJC) Partners (Partners), and the Chief Local Elected Officials (CLEOs). They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the four KCC-B/AJCs in the Bluegrass LWDA. The BGWIB provides local oversight of workforce programming for the Bluegrass LWDA.

The BGWIB, with the agreement of the CLEOs, has (competitively) selected ResCare, Inc. as the one-stop operator for the Bluegrass LWDA, as further outlined in the One-Stop Operator section.

The Vision, Mission, System Structure, Partners, Terms and Conditions, Roles and Responsibilities, Programs, Services, and Activities outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Bluegrass LWDA.

Introduction

Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

The BGWIB seeks to establish a system that stands in stark contrast to the “traditional”/historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Bluegrass LWDA and to create a seamless, customer-focused KCC-B/AJC that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

Vision

Empower Bluegrass area employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-focused, seamless, cooperative, and effective.

Mission

To establish a Bluegrass area workforce system that provides data-driven, employer-engaged, and validated solutions through the integration of education, workforce, community-based services, and economic development.

Negotiation Process

The Bluegrass Local Workforce Development Area employed the following four step process to ensure that the WIOA MOU/IFA is negotiated and executed in an efficient manner. These steps were done to ensure that all American Job Center Partners are engaged in the MOU/IFA process in a collaborative fashion.

STEP 1. KICKOFF MEETING & NEGOTIATIONS

Once the Kentucky Education and Workforce Development Cabinet (KEWDC) issue guidance for creating, executing, and/or renewing the WIOA MOU/IFA and notify the Local Area Director of this guidance, the Local Area Director (or designee) will meet with all required and optional American Job Center Partners to kick-off negotiations, and to ensure, at a minimum, all American Job Center Partners from all counties within the Local Area are appropriately represented.

The Local Area Director (or designee) will host a WIOA MOU/IFA meeting with all required and optional American Job Center Partners invited to attend. This meeting shall serve as the formal review of the WIOA MOU/IFA template with negotiations. At the meeting, the Local Area Director (or designee) will review and provide all Parties with a copy of any Policy Issuance provided by the KEWDC to ensure all Parties are fully aware of expectations and the overall process.

STEP 2. NEGOTIATION & DRAFT WIOA MOU SUBMISSION

After the first round of negotiations have completed, the Local Area Director (or designee) will email a complete draft to the partners for review and comment. It is the responsibility of the Local Area Director (or designee) to ensure all American Job Center Partners to the WIOA MOU/IFA are aware of the comments and timeline for responses. The Local Area Director (or designee) must provide all of the American Job Center Partner representatives identified within the Partners list of the WIOA MOU/IFA with this same notification. The Local Area Director (or designee) must provide all partners with any changes or recommended changes to be made. This may be done electronically or if further discussion is needed, a meeting may be scheduled.

STEP 3. KENTUCKY EDUCATION AND WORKFORCE DEVELOPMENT CABINET REVIEW & COMMENT

Subsequently, once the review and comment period has completed and recommendations for any changes are agreed upon, the Local Area Director (or designee) shall email the KEWDC a completed draft of the WIOA MOU/IFA to confirm all requirements are met. The KEWDC shall review the draft and notify the Local Area Director (or designee) as soon as possible of approval or any changes required to meet the WIOA requirements.

STEP 4. CIRCULATE FOR SIGNATURES

The Local Area Director (or designee) shall review any of the recommended and/or required changes and provide the revised copy to the Partner representatives for review and comment or contact the KWEDC of alternate language in place of suggested changes.

The Local Workforce Director (or designee) will then circulate the WIOA MOU/IFA and secure Partner signatures of the final approved draft. The WIOA MOU/IFA will be considered fully executed once all signatories have reviewed and signed, and the document has been returned to the Local Workforce Director and submitted to the KEWDC.

If it is determined that a Partner is unwilling to sign the WIOA MOU/IFA, then the Local Area Director (or designee) must ensure that the dispute resolution process is followed. If the dispute remains unsettled after this process, then an impasse shall be declared, and that process shall be followed. Details on the dispute resolution and impasse processes can be found at the end of this document.

System Structure

Kentucky Career Centers/American Job Centers

The Bluegrass LWDA has four Kentucky Career Centers / American Job Centers (KCC-B/AJC), also known as one-stop centers, that are designed to provide a range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.



❖ Fayette Co. Affiliate Center

Kentucky Career Center/AJC

Todd Blanton	One-Stop Operator
120 – 130 Strader Plaza 1128 Winchester Road Lexington, KY 40505	tblanton@ckycareers.com
M – T: 8:00am – 5:30pm F: 8:00am – 12:00pm	www.ckycareers.com

❖ Boyle Co. Affiliate Center

Kentucky Career Center/AJC

Todd Blanton	One-Stop Operator
121 East Broadway Danville, KY 40422	tblanton@ckycareers.com
M – T: 8:00am – 5:30pm F: 8:00am – 12:00pm	www.ckycareers.com

❖ Madison Co. Affiliate Center

Kentucky Career Center/AJC

Todd Blanton	One-Stop Operator
Richmond Mall 830 Eastern Bypass #A20 Richmond, KY 40475	tblanton@ckycareers.com
M – T: 8:00am – 5:30pm F: 8:00am – 12:00pm	www.ckycareers.com

❖ Scott Co Comprehensive Center

Kentucky Career Center/AJC

Todd Blanton	One-Stop Operator
100 Technology Drive, Ste 2 Georgetown, KY 40324	tblanton@ckycareers.com
M – T: 8:00am – 5:30pm F: 8:00am – 12:00pm	www.ckycareers.com

- Of the four locations, the Georgetown location is the "Comprehensive Center", as designated by the Kentucky Education and Workforce Cabinet's Office of Employment and Training, to house the required partners.

One-Stop Operator

The Bluegrass Workforce Innovation Board competitively procured and selected the one-stop operator, ResCare, Workforce Services through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. Documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the BGWIB website at: www.bgwib.com/oso. The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

Partners

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

	Jobs for Veterans State Grant	Office of Employment & Training	Chapter 41 of Title 38, United States Code	Jim Beyea	Jim Beyea	Jim.Beyea@ky.gov
	Senior Community Service Employment Program	Bluegrass Community Action Partnership	Title V, Older Americans Act of 1965	Kristy Hunt Marsha Berry Catrena Bowman-Thomas	Troy Roberts, Executive Director Marsha Berry, Vice President, Career Services Brandon Releford, Director	Kristy.hunt@bgcap.org Troy.roberts@bgcap.org Marsha.Berry@goodwillky.org Cbowman-thomas@nkcac.org breleford@nkcac.org
Department of Education	Adult Education	Kentucky Adult Education	WIOA Title II	Cody Davidson, Executive Director of Administration and Accountability	Cody Davidson	Cody.Davidson@ky.gov
	Office for the Blind	Office of the Blind	Title VII, Rehabilitation Act of 1973	Allison Flanagan	Allison Flanagan, Executive Director	allison.flanagan@ky.gov Phone: 502/782-3415
	Department of Rehabilitation Services	Office of Vocational Rehabilitation	Title I, Rehabilitation Act of 1973	Ryan Henson Cora McNabb	Ryan Henson, Regional Program Manager	RyanB.Henson@ky.gov Phone: 859/371-9480 Cora.McNabb@ky.gov
	Community College	Bluegrass Community and Technical College	Carl D. Perkins Career & Technical Education Act of 2006	Koffi Akakpo	President/CEO	Phone: 859/246-6501
	Community Services Block Grant (CSBG)	Community Action Council	Community Services Block Grant	Bridgett Rice	Bridgett Rice, Interim Executive Director	Bridgett Rice Phone: 859/244-2213
Department of Health and Human Services	Assistance for Needy Families (TANF)	Department for Community Based Services	Part A of Title V, Social Security Act	Todd Trapp	Todd Trapp, Assistant Director	Todd.Trapp@ky.gov Phone: 502/564-3440
Additional Partner	Family Self-Sufficiency Program	Georgetown Housing Authority	1937 Housing Act	Tom Wilson	Amanda Adams	Tom Wilson Amanda Adams aadams@gtownha.org

Partner Services

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

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

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

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

YOUTH SERVICES

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

Partner Representation

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

Kentucky Career Center – Bluegrass/American Job Center (Georgetown)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Wagner-Peyser	1	37.5	1	8.1%
Office of Vocational Rehabilitation	8	270	7	58%
Kentucky Farmworkers Program	1	37.5	1	8.1%
WIOA Adult, Dislocated Worker, and Youth Programs	3	120	3	25.8%
UI	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
TOTALs	13	465	12	100%

Kentucky Career Center – Bluegrass/American Job Center (Lexington-Strayer)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
WIOA Adult, Dislocated Worker, and Youth Programs	6	160	5	100
Council of Three Rivers	1			
UI	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
TOTALs	6	160	5	100%

Kentucky Career Center – Bluegrass/American Job Center (Richmond)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
WIOA Adult, Dislocated Worker, and Youth Programs	5	160	4	100
UI	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
TOTALs	5	160	4	100%

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all KCC-B/AJC are high-performing work places with staff who will ensure quality of service.

All Parties

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603) and KRS 341.190.
- ❖ Make career services provided under the Partner's program available to individuals through the KCC-B/AJC delivery system in accordance with the Partner Services section of this MOU.
- ❖ Remain as a party to this MOU throughout the Agreement period (three years from the date signed) in order to participate as a KCC-B/AJC partner per WIOA Section 121(c).
- ❖ Required Partners must provide representation on the BGWIB per WIOA Section 121 (b)(1). Additional partners may participate on the BGWIB with the agreement of the Area's LWDB members and CLEOs. However, when a program is administered by more than one entity in the Area, it is not necessary that every entity provide representation on the BGWIB. One entity may provide representation on the BGWIB for the program.
- ❖ All amendments that each partner has agreed to by signatory approval, and
- ❖ All requirements imposed by the regulations issued pursuant to these acts.
- ❖ The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,

- ❖ Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies, guidance, 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 LWDA of any changes to the rules governing its respective program that impact the partner's performance under this MOU. One-Stop Operator will communicate the changes to the KCC-B/AJC operators and any other affected partners.
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- ❖ Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of KCC-B/AJC services and activities and functions that support the KCC-B/AJC service delivery system, as appropriate.
- ❖ Define career services provided under the Partner's program and make them available to individuals through the KCC-B/AJC delivery system.

For Co-Located Partners:

- ❖ Participate in the operation of the KCC-B/AJC system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(8).
- ❖ Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.
- ❖ Participate in infrastructure cost-sharing activities, which will be negotiated through an Infrastructure Funding Agreement (IFA), and use a portion of funds made available to each partner's program--to the extent not inconsistent with the federal law that authorizes each partner program--to:
 - Create and maintain the KCC-B/AJC delivery system; and
 - Provide career services per WIOA Section 134(c)(2).
- ❖ Each partner must ensure compliance by its staff members who work in the KCC-B/AJC with KCC-B/AJC policies and procedures. Should a conflict exist between the KCC-B/AJC's personnel policies and a partner's personnel policies, the partner's policies will prevail.
- ❖ Participate in the operation of the KCC-B/AJC system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(8).

Chief Local Elected Officials (CLEOs)
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Per the Interlocal Agreement, the BLWA has two CLEOs, one elected by the Governing Board of Local Elected Officials and the Mayor of Lexington-Fayette County. The CLEOs will, at a minimum:

- ❖ In Partnership with the BGWIB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- ❖ Provide input regarding workforce staff activities as outlined in the Partnership Agreement and the BGWIB Bylaws.
- ❖ Approve the BGWIB budget and workforce center cost allocation plan,

- ❖ Approve the selection of the one-stop operator following the competitive procurement process, and
- ❖ Coordinate with the BGWIB to oversee the operations of the BLWA KCC-B/AJC.

Bluegrass Workforce Innovation Board (BGWIB)

The BGWIB ensures the workforce-related needs of employers, workers, and job seekers in the Bluegrass LWDA and/or the region are met, to the maximum extent possible with available resources. The BGWIB will, at a minimum:

- ❖ In partnership with the CLEOs and other applicable Partners within the Bluegrass LWDA, develop and submit a local plan that includes a description of the activities that shall be undertaken by the BGWIB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- ❖ In partnership with the CLEOs and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the central Kentucky regional workforce development boards and their Partners, and that incorporates plans for each of the local areas in the planning region,
- ❖ In collaboration with the CLEOs and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- ❖ In cooperation with the local CLEOs and the other workforce boards within the regional area, design and approve the KCC-B/AJC structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible one-stop center facilities as established through a certification process,
 - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education activities),
 - A holistic system of supporting services, and
 - One or more competitively procured One-Stop Operator(s).
- ❖ In collaboration with the CLEOs, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the direct services provider and one-stop operator,
- ❖ Determine the role and scope of the one-stop operator,
- ❖ Direct workforce staff in accomplishing the vision of workforce in the LWDA,
- ❖ Approve annual budget allocations for operation of the KCC-B/AJC -B/AJCs,
- ❖ Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the KCC-B/AJC to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the Bluegrass LWDA and one-stop operator.

Bluegrass Local Workforce Development Area Staff

Specific responsibilities include, at a minimum:

- ❖ Board Support Staff shall assist in all workforce functions, including the five functions shared by the Governing Board, and established in the 13 functions of WIOA 107(d).

- The Board Support Staff will manage and perform day-to-day workforce activities necessary to operate a local workforce system as required by the DOL, the State, and the Governing Board, as well as, oversee the implementation of the policies, goals, and activities directed by the BGWIB.
 - Assist the CLEOs and the BGWIB with the development and submission of a local and regional plan,
 - Support the BGWIB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
 - Provide functional and operational guidance to the One-Stop Operator,
 - Investigate and resolve elevated customer complaints and grievance issues,
 - Prepare regular reports and recommendations to the CLEOs and BGWIB, and
 - Oversee negotiations and maintenance of MOUs with one-stop Partners.
- ❖ Manage fiscal responsibilities and records for the center. This includes assisting the Bluegrass LWDA with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

One-Stop Operator

ResCare will employ one One-Stop Operator (see KCC-B/AJC section above) who will act as a “functional leader”. As such, the One-Stop Operator will assist in organizing Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The One-Stop Operator, through the Center Managers, will, at a minimum:

- ❖ Manage daily operations, including but not limited to:
 - Managing and coordinating Partner responsibilities, as defined in this MOU, and
 - Coordinating with the Partner leadership to ensure service coverage by center staff,
- ❖ Assist BGWIB in establishing and maintaining the KCC-B/AJC structure. This includes but is not limited to:
 - Ensuring that State requirements for center certification are met and maintained,
 - Ensuring that career services such as the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
 - Ensuring that BGWIB policies are implemented and adhered to,
 - Adhering to the provisions outlined in the contract with the Bluegrass LWDA,
 - Reinforcing strategic objectives of the Bluegrass LWDA to Partners, and
 - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed,
- ❖ Integrate systems and coordinate services for the center and its Partners, placing priority on customer service,
- ❖ Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts,

- ❖ Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team,
- ❖ Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- ❖ The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- ❖ Coordinate partner, program, and American Job Center network performance. This includes but is not limited to:
 - Providing and/or contributing to reports of center activities, as requested.
 - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
 - Collaborating with the Bluegrass LWDA on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
 - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations, and
 - Evaluating customer satisfaction data and proposed service strategy changes to the BGWIB based on findings.

The One-Stop Operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting the One-Stop Operator or select or terminate the One-Stop Operator, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the Bluegrass LWDA. The BGWIB, utilizing the Board Support Staff, is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

Partners

Each Partner commits to cross-educating staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- ❖ Effective communication, information sharing, and collaboration with the one-stop operator,
- ❖ Joint planning, procedure input, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ The design and use of common intake, assessment, referral, and case management processes, as appropriate,
- ❖ The use of common and/or linked data management systems and data sharing methods, as appropriate,
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and

- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Programs, Services & Activities

- ❖ WIOA Section 121(b)(1)(8) identifies the programs, services, and related activities that must be provided through the KCC-B/AJC 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-B/AJC 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.
- ❖ The Kentucky Career Center Partner Services Confirmation form lists and describes the career, training, and employer services and the array of service delivery methods.

Strategic Goals and Outcomes

The Bluegrass Local Workforce Development Area's (BLWDA) strategic goal and vision is to allocate resources to effectively prepare future employees and ensure that current employees have the skills to meet future workforce needs. To execute this goal, the BLWDA engages local employers, community partners, and elected officials. The BLWDA seeks to align employers, the local K-12 school systems, and postsecondary education to meet employers present and future needs. Using this approach, the BLWDA hopes to reduce the number of people with barriers to employment and to help create a more educated and skilled workforce.

The BLWDA will engage all workforce partners around a common strategic vision. The BLWDA, additionally, strives to assist workforce partners in exceeding their program specific performance measures.

PREPARING AN EDUCATED AND SKILLED WORKFORCE

- ❖ The need for an educated workforce goes beyond the need for training in vocational skills; it includes the need for basic employability skills. Employees must show up to work consistently and on time, understand directions, and work well with other people. Varying efforts are made to provide resource to individuals in need of assistance in learning these employability skills.
- ❖ Youth: BLWDA staff, as well as, Direct Service Provider (DSP) staff work with local Bluegrass area high schools to provide the Academy for Continuing Careers Employability and Soft Skills training (ACCESS), a training module developed by the staff of the BLWDA that addresses employability skills using classroom work, lecture, and practical exercises. The program has been successful with several high schools scheduling an annual presentation for their Juniors and Seniors.
- ❖ Community Outreach: The ACCESS training is also provided as a service to individuals in the counties through local libraries as requested. Individuals graduating the class have reported receiving interviews for positions, after reporting they had not had any response from the employers prior to the class. The ACCESS training was designed with flexibility in mind, is customizable and has been utilized by employers who wish to improve the employability skills of applicants and current workers.
- ❖ Technology: The use of technology has improved the ability of DSP staff in responding to needs throughout the Bluegrass area. When an individual is in need of assistance with their resume, interviewing skills, or learning about the opportunities to gain skills needed to find suitable employment, but lacks the ability to travel to another county to gain this information, they now have the opportunity to receive services most local libraries or Adult Education center. The use of webcams allows individuals, who may not otherwise have access, to have direct real-time contact with an individual in the career center.

FUTURE PLANS FOR STRATEGIC PLANNING

The BGWIB has begun an initial broad strategic planning process. The goal is to provide all key partners who are involved with the KCC-B/AJC through his MOU to the table to identify strategies for providing services more effectively across the Bluegrass Region. At the March 2017 meeting of the BGWIB, a strategic planning taskforce was established. This subcommittee will oversee organizing and facilitating the development of the strategic plan. As of July 2019, the BGWIB is procuring for a consultant to assist with the development of a Strategic Plan for the Bluegrass Area.

Terms and Conditions

Data Sharing Agreement

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- ❖ The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- ❖ Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- ❖ Customer data will be shared in a secure and confidential manner unless precluded by law.
- ❖ All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality Agreement

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referral Process

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

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

Accessibility

Accessibility to the services provided by the KCC-B/AJC and all Partner agencies is essential to meeting the requirements and goals of the Bluegrass LWDA. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

Virtual Accessibility

The Bluegrass LWDA will work to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Partners will also make every attempt to ensure the same level of access online as they do in a physical facility. All information that is kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the Bluegrass LWDA to post content through its website.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide reasonable accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all KCC-B/AJC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, partners will strive to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices and assistive listening devices must be available to ensure physical and programmatic accessibility within the KCC-B/AJC.

Outreach

The Bluegrass LWDA and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- ❖ Specific steps to be taken by each partner,
- ❖ An outreach plan to the region's employers and business professionals,

- ❖ An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- ❖ An outreach and recruitment plan for out-of-school youth,
- ❖ Sector strategies and career pathways,
- ❖ Connections to registered apprenticeship,
- ❖ A plan for messaging to internal audiences,
- ❖ Outreach information for Partners,
- ❖ Regular use of social media,
- ❖ Clear objectives and expected outcomes, and
- ❖ Leveraging of any statewide outreach materials relevant to the region.

Dispute Resolution

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

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

Monitoring

The Bluegrass LWDA, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct reviews of the Parties to ensure fiscal and programmatic monitoring to ensure that:

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

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

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

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

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the BGLWDA's boards (Governing Board of Local Elected Officials and BGWIB) and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the BGLWDA's boards or the one-stop operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

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

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, guidance, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitation

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU. Should changes to partner agencies occur, notification should be made to the BGWIB Board Chair (or designee) and the MOU will be adjusted to reflect the new partnering agency.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Kentucky. All Parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with State or Federal requirements.

Steps to Reach Consensus

Below details Step one and Step two of the Negotiation Process identified earlier in this document.

1. Notification of Partners

The BGWIB Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Kickoff Meeting

The BGWIB Chair (or designee) is responsible for convening all required and optional KCC-B/AJC Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the BGLWDA are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the BGWIB Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

3. Negotiations

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the BGWIB Chair (or designee) to begin the drafting of the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

4. Draft MOU

Within six (6) weeks of the kickoff meeting, the BGWIB Chair (or designee) must email a complete draft of the MOU to all Parties.

5. Review and Comment

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the BGWIB Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the BGWIB Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

6. Finalized Draft

The BGWIB Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the BGWIB Chair (or designee) must ensure that the dispute resolution process is followed.

Modification Process

1. Notification

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. Discussion/Negotiation

Upon notification, the BGWIB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the BGWIB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the BGWIB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the BGWIB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the BGWIB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures

The BGWIB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the BGWIB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Termination

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- ❖ All Parties mutually agree to terminate this MOU prior to the end date.
- ❖ Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to this MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- ❖ WIOA is repealed or superseded by subsequent federal law.
- ❖ Local area designation is changed under WIOA.
- ❖ A party breaches any provision of this MOU and such breach is not cured within thirty (30) days¹⁵ after receiving written notice from the XYZ Local WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days¹⁶ after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the [Modification Process](#) section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Effective Period

This MOU is entered into on July 1, 2019. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2022, unless any of the reasons in the Termination section above apply.

Definitions

1. **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-B/AJC partner in a local area.
2. **Chief Local Elected Official (CLEO):** Identified in WIOA Section 3 Definitions (9) as the CEO 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)(8).
3. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults, dislocated workers, or youth through the KCC-B/AJC delivery system in the local area. The career services that must be provided as part of the KCC-B/AJC delivery system are listed in WIOA Section 134(c)(2).
4. **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-B/AJC operating costs.
5. **Customer:** A customer is anyone who does or could potentially utilize the services of the KCC-B/AJC within the Bluegrass area. (*i.e. business, job/training seeker, under employed, veterans, etc.*)
6. **Fair Share:** The portion of KCC-B/AJC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the KCC-B/AJC system.
7. **Fiscal Agent:** An entity appointed by a local area's CLEO's 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.
8. **Grant Subrecipient (Administrative Entity):** Entity(ies) designated by the CLEOs to coordinate WIOA activities and services through the Direct Services Provider within a local area on the BGWIB's behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
9. **Kentucky Workforce Innovation Board (KWIB):** Established by the Kentucky Governor under Executive Order 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.
10. **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-B/AJC 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, through private entities, or through other alternative financing options, to provide a stable and equitable funding stream for on-going KCC-B/AJC delivery system operations. WIOA 121(c)(2)(A)(i).

- 11. Local Area:** A local workforce investment area designated by the Governor, under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i).

- 12. The Bluegrass Local Workforce Development Area is:**

<i>Anderson</i>	<i>Estill</i>	<i>Harrison</i>	<i>Mercer</i>	<i>Woodford</i>
<i>Boyle</i>	<i>Fayette</i>	<i>Jessamine</i>	<i>Nicholas</i>	
<i>Bourbon</i>	<i>Franklin</i>	<i>Lincoln</i>	<i>Powell</i>	
<i>Clark</i>	<i>Garrard</i>	<i>Madison</i>	<i>Scott</i>	

- 13. Local Workforce Development Board (LWDB):** The board was established by the CLEOs 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.
- 14. Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every three-year period to ensure appropriate funding and delivery of services.
- 15. Kentucky Career Center One-Stop Delivery System:** The Kentucky Career Center – Bluegrass/American Job Center (KCC-B/AJC) 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.
- 16. Kentucky Career Center One-Stop Operator:** An entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate a KCC-B/AJC site and to perform KCC-B/AJC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, guidance, and the terms of this MOU.
- 17. 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-B/AJC delivery system and to make the career services under its program or activity available through the KCC-B/AJC system.

Required Partners in Section 121(b)(1):

- *WIOA Title I (Adult, Dislocated Workers, and Youth formula programs administered by the Department of Labor*
- *Adult Education and Literacy Act programs administered by the Department of Education.*
- *Wagner-Peyser Act employment services administered by the Department of Labor.*

- *Rehabilitation Act Title I programs administered by the Department of Education.*

18. **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-B/AJC system. This can include "in-kind" contributions from third parties to partner programs.
19. **Training Services:** Services to adults and dislocated workers and youth 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 activities in combination with a training program, or customized training.
20. **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.
21. **WIOA Local Plan:** Per WIOA Section 108, the local plan is a comprehensive four-year plan developed by the BGWIB and board support staff, in partnership with the Chief Local Elected Officials and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first two-year period of the four-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-B/AJC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.
22. **WIOA Regional Plan:** Regions are identified by the State, according to the requirements of WIOA Section 106(a) and 20 CFR 679.510, in order to align workforce development activities and resources with larger regional economic development areas and available resources. The Regional Plan must be consistent with the vision and goals of the State Plan. The substance of the Regional Plan is described at WIOA Section 106(c)(2) and 20 CFR 679.510. The Bluegrass Area is part of the Central Kentucky Region, which also includes of Lincoln Trail and Northern Kentucky.
23. **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.

Authority and Signature

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

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

My signature certifies my understanding of the terms outlined herein and agreement with (check all that apply):

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

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

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

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

Signature

Date

Printed Name and Title

Agency Name

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