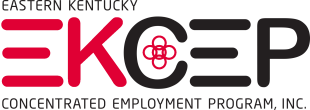
** MEMORANDUM OF UNDERSTANDING **

BETWEEN

**EAST KENTUCKY WORKFORCE INNOVATION BOARD**

AND

**EASTERN KENTUCKY CONCENTRATED EMPLOYMENT PROGRAM**

**LOCAL WORKFORCE DEVELOPMENT AREA**

**WIOA ONE-STOP PARTNERS**

**Jennifer Bergman & Vanessa Collier, EKCEP**

**Individual designated by the Local Workforce Innovation Board Chair to lead MOU negotiations**

**Jennifer Bergman, Vanessa Collier & Tonya Collins, EKCEP**

**Impartial individual designated by the local Workforce Innovation Board Chair to lead annual budget negotiations**

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**Email address**

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| **1. CONVENING OF THE PARTIES TO MOU (WIOA SEC. 121 (c) (1))** |
| * *List the required partner providing services in the local area.* * *List the partner agency providing services of each required partner.* |
| |  |  | | --- | --- | | **Required Partners as Parties to MOU** | **Entity Administering Program** | | Title I: Adult, Dislocated Worker, Youth  Formula Programs  Trade Adjustment Assistance (TAA)  Community Services Block Grant (CSBG)  Employment & Training Activities | Bell-Whitley CAA | | Big Sandy Area CAP | | Daniel Boone CAA | | Gateway CA | | Harlan CAA | | KCEOC CAP | | LKLP CAC | | Middle Kentucky CAP | | Northeast KY CAP | | Title II: Adult Education and Family Literacy | Department of Workforce Investment: Office of  Adult Education | | Title III: Wagner-Peyser Act Employment  Services  Jobs for Veterans State Grants  Trade Readjustment Allowance (TRA) | Department of Workforce Investment: Career  Development Office | | | | | Unemployment Insurance (UI) | Department of Workforce Investment: Office of  Unemployment Insurance | | Title IV: Rehabilitation Services | Department of Workforce Investment:  Office of Vocational Rehabilitation | | Title V: Senior Community Services  Employment Program (SCSEP) | Big Sandy Area CAP | | Goodwill of Kentucky | | Kentucky River Area Development District | | Temporary Assistance for Needy Families  (TANF)  \*Gov. Bevin has declared TANF exempt for FY18/19 | Department for Community Based Services | | Title I: Job Corps | Carl D. Perkins Job Corps Center | | Title I: National Farmworker Jobs Program | Kentucky Farmworker Programs, Inc. | | Title I: Indian and Native American Programs | Council of Three Rivers American Indian  Center,  Inc. | | Carl D. Perkins Career & Technical Education  Act Post-Secondary Programs | Big Sandy Community & Technical College | | Hazard Community & Technical College | | Southeast KY Community & Technical College | | YouthBuild | N/A | | Second Chance | Cannot Identify Entity and Contacts | | HUD Employment & Training Activities | Cannot Identify Entity and Contacts | | **Additional Partners as Parties to MOU** | | | Commonwealth Educational Opportunity Center (CEOC) | | | SNAP Employment & Training Activities | | | Teleworks USA | | | **Parties to the MOU** | **Name** | | East Kentucky  Workforce Innovation Board (EKWIB) | Chairman, Rocky Adkins  Vice Chairman, Howard Blackburn | | Eastern Kentucky Concentrated Employment  Program (EKCEP) | Chief Local Elected Official, John Ed  Pennington | | Eastern Kentucky Concentrated Employment  Program, Administrative Entity | Executive Director, Jeff Whitehead | |

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| **2. PURPOSE AND SCOPE OF MOU** |
| * *Describe the general purpose and scope of the “umbrella” MOU.* |

The MOU is developed between the East Kentucky Workforce Innovation Board (EKWIB), Eastern Kentucky CEP (EKCEP) Chief Local Elected Official, and all EKCEP Local Workforce Development Area (LWDA) Kentucky Career Center (KCC) JobSight/American Job Center (AJC) partners in order to confirm the understanding of all parties regarding the operation and management of the two Comprehensive KCC JobSight locations and their respective Affiliates: 1) KCC JobSight, Hazard, and 2) KCC JobSight, Prestonsburg. The KCC JobSight, Hazard Affiliates include the KCC JobSight locations in Harlan, Manchester, McKee, Pineville and Whitesburg. The KCC JobSight, Prestonsburg Affiliate includes the KCC JobSight location in Pikeville.

The MOU helps to establish a cooperative working relationship, define partner roles and responsibilities, and to align, coordinate and integrate partner programs and services for better outcomes and performance to customers and clients. The MOU also includes the Infrastructure Funding Agreement (IFA) to establish a joint financial plan for partners to operate the two Comprehensive KCC JobSight locations and their respective Affiliates within the EKCEP LWDA. Individual IFA components are prepared for each Comprehensive KCC JobSight location and its respective Affiliate(s), with totals representing an umbrella IFA for the EKCEP LWDA overall.

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| **3. VISION FOR THE SYSTEM** |
| * *Describe the shared vision and commitment of the local board and required partners to a high quality local workforce delivery system (vision must be consistent with Federal, State, regional, and local planning priorities, as well as the Governor’s Guidelines).* * *Describe which aspects of the vision are currently in place.* * *Outline the steps to be taken and the general timeline for how required partners will implement any aspects of the vision that are not yet in place.* |

The vision and goals of the EKWIB were established through an inclusive strategic planning process that involved a wide array of stakeholders within the EKCEP region. EKCEP’s process was designed to create a strategic plan that defined not only the ways EKCEP spends the dollars it controls in the region, but also the ways its actions and programs reflect priorities shared with its partner organizations and therefore influence the ways they spend their allocations within the region.

To develop a consensus on regional vision and plan, EKCEP polled its partners and regional stakeholders in workforce development, secondary education, postsecondary education, government, community action, and business to determine their priorities and strategic objectives, and to consult them on their vision for role and most important functions of the workforce system and the WIB.

The resulting strategic plan is simple and very focused, clearly stating four primary results-based goals, as well as defining EKCEP’s core values, mission, and vision for the region, the region’s workforce development system, and the WIB. Because it is a strategic document, the plan does not include tactics to accomplish goals or specific methods of measurement.

The completed plan was shared with EKCEP’s partners, and further comments were allowed. The plan was then adopted by the EKWIB. By using this strategic plan to guide its decisions, the EKWIB is incorporating the input and vision of its partners and other interested stakeholders into its expenditures and guidance of the workforce development system.

The strategic vision and goals of the East Kentucky Workforce Innovation Board (EKWIB) are stated in its Strategic Plan, as follows:

**MISSION** — The EKWIB’s mission is to “Prepare, advance, and expand the workforce of Eastern Kentucky.”

**GOALS** — The EKWIB’s goals are:

• More — and better — job opportunities for the citizens of our region.

• A better‐educated and better-¬prepared workforce in our region.

• A more diverse economy in our region.

**VISION** — The EKWIB’s Strategic Plan includes its visions for the region of Eastern Kentucky, the workforce system in Eastern Kentucky, and the role of the WIB:

The EKWIB sees its role as including the goals below that set the course for continued innovation in service delivery and the leveraging of additional funding to create new revenue streams that shape and guide organized activity outside the scope of WIOA. The goals associated with this vision are:

• The EKWIB will continue to explore ways to influence economic development and provide citizens’ access to more and better jobs through the use of innovation and telework programs.

• EKCEP will continue to identify and pursue new revenue streams and leverage funding to diversify the employment base and expand activity outside the scope of WIOA.

• The EKWIB will set the regional workforce agenda. It will be widely recognized for its excellence as a leader and governing board, and for its commitment to making a difference.

In addition to defining its mission, goals, and visions, the EKWIB’s Strategic Plan also identifies five core values that the WIB believes must be embraced and practiced in order for it to succeed in its mission and attain its visions and goals. These core values are:

• Innovation — We believe we must remain creative and embrace emerging technologies and opportunities in order to not only strengthen economic development now, but also anticipate and plan for future growth and expansion.

• Diversity — We believe that if Eastern Kentucky is to grow to new levels, sustain our citizens, and support both new and existing business, we must pursue economic diversification.

• Collaboration — We believe we must seek, build, and nurture collaborative partnerships that will leverage the workforce system with other service providers to bring about more success for jobseekers and employers than we can accomplish alone.

• Vision — We believe that to positively change the economic landscape of our region, it will take a unified strategic effort and focused planning powered by a strong vision that guides the collective actions of education, economic development, and workforce partners.

• Adaptability — We believe that we must remain nimble and flexible in creating and delivering relevant workforce and employer services that have the most impact on jobseekers and employers and economic development throughout the region.

Vision and Goals for the Region of Eastern Kentucky

The EKWIB’s vision for the region of Eastern Kentucky includes the goals below that expand its influence with other key components of the workforce system like economic development, secondary and post‐secondary education, and others — with the outcome being that the EKWIB will have a more tangible effect on job creation, educational and skills attainment, graduation rates, economic development and diversity, and job placement and retention. The goals associated with this vision are:

• Employers — new, existing, and emerging — have an adequate supply of well-¬educated and well-trained workers.

• Residents have the knowledge, skills, and aptitudes to work and earn incomes that make them self-sufficient.

• The region exhibits improved college and career readiness among high school graduates.

Vision and Goals for the Region’s Workforce System

The EKWIB’s vision for the region’s Workforce System includes the goals below for services and programs driven by the Workforce Innovation and Opportunity Act (WIOA), the current federal law that guides service delivery for adults, dislocated workers, and youth. These goals also include those shared by the EKWIB and various partner agencies in the overall, integrated workforce system, including: postsecondary education, Office of Vocational Rehabilitation, Adult Education, Department of Veterans Affairs, Career Development Office, Senior Community Service Employment Program, Job Corps, and Department for Community Based Services, as well as programs authorized under the federal Wagner-Peyser Act. The goals associated with this vision are:

• Lifelong learning and skills development are integral parts of the workforce system. Long‐standing relationships between employers and educators keep education and training opportunities one step ahead of the needs of the market.

• The system partners with those industries and businesses that drive the regional economy. It also works with chambers of commerce and economic development entities throughout the region to identify and support emerging industries vital to the region’s continued growth and diversification.

• Strong commitments to innovation, productivity, accountability, and results keep the system flexible and responsive to employers’ and residents’ ever-changing workforce needs.

Alignment with the Commonwealth of Kentucky’s Vision and Goals for the Workforce System

The goals and vision of the EKWIB and its partners in the strategic planning process align well with the initiatives and priorities of the Commonwealth of Kentucky as outlined in the “An Urgent Call to Action” plan adopted by the Kentucky Workforce Innovation Board (KWIB). Many of the initiatives and services implemented in Eastern Kentucky by the EKWIB in pursuit of its strategic vision and goals align directly with KWIB’s initiatives.

Details on these alignments and the status of the EKWIB’s implementation of its strategic vision and goals can be found in the EKCEP Local Workforce Development Area’s “Workforce Innovation and Opportunity Act Regional and Local Comprehensive Plan” for the current program year.

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| **4. MOU DEVELOPMENT** |
| * *Explain the process to be used if partners do not reach consensus on the MOU.* * *Fully describe the process and efforts of the Local Workforce Development Board and required partners to negotiate the MOU.* * *Confirm whether all required partners participated in negotiations.* * *Please provide dates of partner meetings that specifically discussed the MOU.* |

WIOA requires that consensus must be reached among all required partners through the local one-stop infrastructure funding mechanism, or the state funding mechanism must be triggered as outlined in the Federal Regulations, §678.730, in order to finalize the MOU/IFA for the EKWIB and all WIOA partners.

EKWIB staff contacted partners by email and telephone during the month of December of 2017 to develop an updated listing for the 23-county EKCEP Local Workforce Development Area, WIOA required partners and contacts. An initial meeting was held with WIOA core program and other partners on December 11, 2017 at the Kentucky Career Center (KCC) JobSight in Hazard. A total of 38 partner representatives were in attendance. Most partners attended in person, with several joining by conference call. A presentation was made about the WIOA MOU and IFA process and requirements. In addition, EKWIB staff presented an assignment to assist in completing the MOU requirements. The assignment was thoroughly reviewed with partner representatives, and all questions were answered. EKWIB staff worked with partners to prepare and submit information for the MOU. Each partner was asked to complete an outline and description of one-stop services provided at the two Comprehensive KCC JobSight locations in Hazard and Prestonsburg as well as their respective Affiliate center locations in the EKCEP local workforce development area. The response areas were broken down as follows: 1) Basic Career Services, 2) Individualized and Follow-up Career Services, and 3) System Wide Commitments. In addition, information was requested from each partner regarding the referral process utilized among their own program with other required partners in the local workforce development area.

EKWIB staff collected all of the requested information from WIOA required partners and worked to refine all information needed for the MOU. Each required partner was asked to provide information about the locations where their program provides access to their services, including Comprehensive Career Centers, Affiliate Career Centers, and other stand-alone locations in the local workforce development area. Additional information regarding full-time and part-time status of partner staff, as well as the type of access to services, either co-location or direct linkage, is included for each Comprehensive or Affiliate Career Center location. One-stop career services, system wide commitments, and referral information for each partner is included along with the location and referral information in the MOU, Appendix A.

EKWIB Staff continued to work on the MOU/IFA over the next several months through emails, phone calls, webinars, and face-to-face meetings to gain all needed information and to negotiate areas of the MOU. A draft of the MOU and Appendix A was emailed to all WIOA one-stop partners on May 8, 2018 for an opportunity to review and comment. Additions/changes were made, in response to requests by the U.S. Department of Labor and the Kentucky Department of Workforce Investment.

EKWIB staff also worked with WIOA partner leadership to obtain staff FTEs, direct and common space square footage, and infrastructure/delivery system and shared cost information for the eight comprehensive and affiliate career centers included in the IFA. These centers are: 1) KCC JobSight, Hazard, 2) KCC JobSight, Harlan, 3) KCC JobSight, Manchester, 4) KCC JobSight, McKee, 5) KCC JobSight, Pineville, 6) KCC JobSight, Whitesburg, 7) KCC JobSight, Prestonsburg, and 8) KCC JobSight, Pikeville. Leadership from the WIOA core partner programs at these career centers provided the necessary cost sharing information and contributions to EKWIB staff for the IFA. EKWIB staff contacted other required partners who plan to provide access to their services at the two comprehensive centers through direct linkage rather than through co-location to discuss their contributions to the IFA.

EKWIB staff scheduled partner meetings for December 4-5, 2018 to discuss the SharePoint operating budget and cost allocation reports, and partner contribution spreadsheets for the eight comprehensive and affiliate career centers included in the IFA portion of the MOU. In preparation for the partner meetings, a draft of the MOU/IFA, Appendix A, and all attachments were emailed to all WIOA one-stop partners for an opportunity to review on December 3, 2018, prior to the partner meetings on December 4-5. The partner meetings provided an opportunity for additional input for the MOU/IFA prior to its presentation at the EKWIB meeting on December 13, 2018. EKWIB staff continued to work on the MOU/IFA and obtain partner signatures during the month of December. Partner meetings took place as follows:

**December 4, 2018**

1. KCC JobSight, Hazard – Comprehensive 9:00 – 10:30
2. KCC JobSight, Whitesburg – Affiliate 10:30 – 11:30
3. KCC JobSight, Pineville – Affiliate 11:30 – 12:30

**Lunch Break**

1. KCC JobSight, Harlan – Affiliate 1:30 – 2:30
2. KCC JobSight, McKee – Affiliate 2:30 – 3:30
3. KCC JobSight, Manchester – Affiliate 3:30 – 4:30

**December 5, 2018**

1. KCC JobSight, Prestonsburg – Comprehensive 9:00 – 10:30
2. KCC JobSight, Pikeville – Affiliate 10:30 – 11:30

**Lunch Break**

1. All KCC JobSight Locations for MOU/IFA – Full Partner Meeting 1:30 – 4:30

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| **5. NAME AND LOCATION OF COMPREHENSIVE CAREER CENTERS AND AFFILIATES/ COMMON IDENTIFIER (WIOA Sec.121 (e)(4)** |
| * *Define any operating titles/common identifier that the local area assigns to each center.* * *Provide the name and address of the Comprehensive Career Centers in the Eastern Kentucky CEP local workforce development area.* * *List each designated Affiliate Career Center’s name and address associated with each Comprehensive.* |

The purpose of a common identifier is to present a unifying name and brand that identifies online and in-person workforce development services as part of a single network. When considering the development of new outreach materials, one-stop delivery systems are required to include the common one-stop delivery system identifier “American Job Center”, in addition to using any State- or locally-developed identifier in the identification of products, programs, activities, electronic resources, services, facilities, and related property and materials, which includes signage and materials printed, purchased, or created by the one-stop delivery system. As outlined in Federal Regulations 20 CFR § 678.900 (c), any such products should adopt the usage of “American Job Center” or the tagline “a proud partner of the American Job Center”.

In addition, the EKWIB has designated “Kentucky Career Center (KCC) JobSight” as an additional operating title and common delivery system identifier, when distinguishing all Comprehensive, Affiliate, and Access Point career center locations within the EKCEP LWDA, which include:

**1. KCC JobSight, Hazard**

*Comprehensive Career Center*

412 Roy Campbell Drive

Hazard, KY 41701

606-436-3161

1. **KCC JobSight, Harlan**

*Affiliate*

319 Camden Street

Harlan, KY 40831

606-673-5330

1. **KCC JobSight, Manchester**

*Affiliate*

1535 Shamrock Road

Manchester, KY 40962

606-598-5127

1. **KCC JobSight, McKee**

*Affiliate*

5758 Highway 290

McKee, KY 40447

606-364-4484

1. **KCC JobSight, Pineville**

*Affiliate*

129 North Pine Street

Pineville, KY 40977

606-337-3044

1. **KCC JobSight, Whitesburg**

*Affiliate*

417 Highway 2034, Suite 101

Whitesburg, KY 41858

606-633-3154

1. **KCC JobSight, Barbourville**

*Access Point*

464 Court Square

Barbourville, KY 40906

606-546-2639

1. **KCC JobSight, Beattyville**

*Access Point*

205 Main Street

Beattyville, KY 41311

606-464-2254

1. **KCC JobSight, Hindman**

*Access Point*

1622 Hwy 160 S

Hindman, KY 41822

606-785-3322

1. **KCC JobSight, Hyden**

*Access Point*

121 Maple St.

Hyden, KY 41749

606-672-2155

1. **KCC JobSight, Jackson**

*Access Point*

500 Brown St.

Jackson, KY 41339

606-666-2369

**2. KCC JobSight, Prestonsburg**

*Comprehensive Career Center*

686 North Lake Drive

Prestonsburg, KY 41653

606-889-1772

1. **Kentucky Career Center JobSight, Pikeville**

*Affiliate*

138 College Street

Pikeville, KY 41501

606-433-7721

1. **KCC JobSight, Frenchburg**

*Access Point*

28B Bible Camp Lane

Frenchburg, KY 40322

606-768-3352

1. **KCC JobSight, Grayson**

*Access Point*

1758 E. Midland Trail

Grayson, KY 41143

606-474-2412

1. **KCC JobSight, Inez**

*Access Point*

387 East Main St

Inez, KY 41224

606-298-3217

1. **KCC JobSight, Louisa**

*Access Point*

180 Bulldog Lane

Louisa, KY 41230

606-638-4949

1. **KCC JobSight, Olive Hill**

*Access Point*

21039 West US HWY 60

Olive Hill, KY 41164

606-286-4443

1. **KCC JobSight, Paintsville**

*Access Point*

230 Court Street

Paintsville, KY 41240

606-789-3641

1. **KCC JobSight, Sandy Hook**

*Access Point*

207 South KY 7

Sandy Hook, KY 41171

606-738-4731

1. **KCC JobSight, Salyersville**

*Access Point*

131 Church St.

Salyersville, KY 41465

606-349-2217

1. **KCC JobSight, West Liberty**

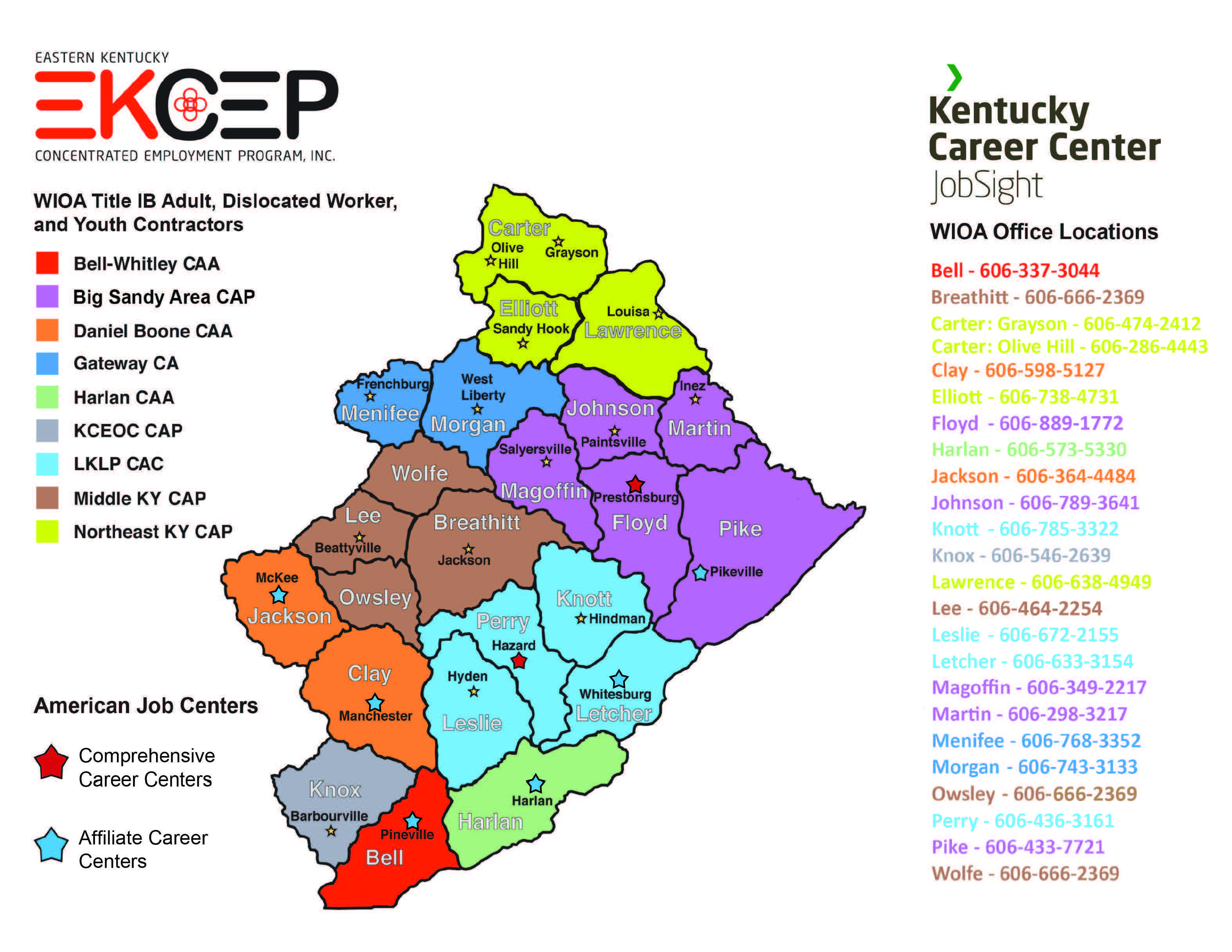
*Access Point*

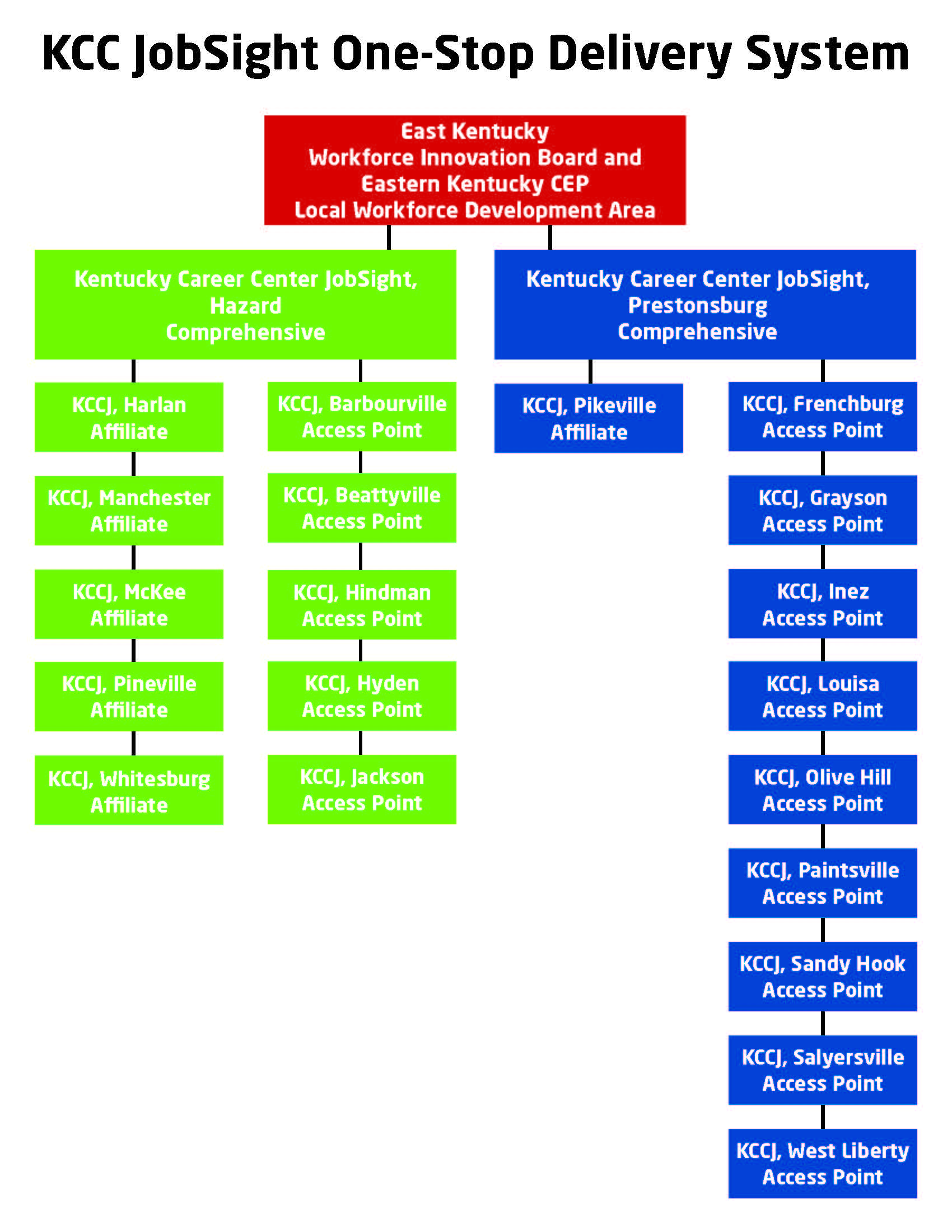
151 University Drive

West Liberty, KY 41472

606-743-3133

All above Comprehensive, Affiliate, and Access point career center locations were certified by the EKWIB as of June 13, 2019.





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| **6. DESCRIPTION OF PARTNER SERVICES TO BE PROVIDED THROUGH THE ONE-STOP DELIVERY SYSTEM (WIOA Sec. 121(c)(2)(A)(i)) (Final Rules § 678.500(b)(1))** |
| * *Complete the local service matrix for the Comprehensive Career Centers in the Eastern Kentucky CEP local workforce development area (Kentucky Career Center, Hazard, Attachment I, and Kentucky Career Center JobSight, Prestonsburg, Attachment II) illustrating local methods of service delivery which include career services and other programs and activities to be provided by each required partner.* * *Describe the required partners’ combined commitment to integration and “manner in which the services will be coordinated and delivered through the system” in the Eastern Kentucky CEP LWDA (§ 678.500(b)(1)).* |

The EKWIB has two designated Comprehensive Career Centers in the EKCEP LWDA, which include the Kentucky Career Center JobSight, Hazard, located at 412 Roy Campbell Drive and the Kentucky Career Center JobSight, Prestonsburg, located at 686 North Lake Drive. All required and additional partners work together and are committed to a fully integrated Comprehensive Career Center at each location. The Kentucky Career Center JobSight, Hazard Services Matrix, Attachment I, and the Kentucky Career Center JobSight, Prestonsburg Services Matrix, Attachment II, documents the career services that are provided by all of the required partners as specified in the WIOA law, federal regulations and TEGLs.

In Appendix A, on the form provided, each partner entity will specify the locations where their program services are offered within the EKCEP LWDA and how they will provide access to their services: a) co-located (full-time or part-time) or b) “direct linkage”. The following categories are listed for center locations: 1) Comprehensive KCC JobSight, Hazard, 2) Comprehensive KCC JobSight, Prestonsburg, 3) Affiliates of the two Comprehensive Career Centers that include KCC JobSight locations in Harlan, Manchester, McKee, Pineville, Whitesburg, and Pikeville, and 4) stand-alone center and the county in which each is located.

In Appendix A, each partner entity will provide a narrative of their commitment to integration and a description of the manner in which the services will be coordinated and delivered through the KCC JobSight/AJC workforce network, utilizing the outline below for Basic Career Services, Individualized and Follow-Up Career Services, and System Wide Commitments.

In Appendix A, each partner entity will include information on how referrals take place between their program and the other WIOA one-stop partners.

I. Basic Career Services:

1. Eligibility for Title 1B;
2. Outreach, intake and orientation;
3. Initial skills assessment;
4. Labor Exchange services, including job search and placement assistance;
5. Referral and coordination with other programs;
6. Workforce and labor market information and statistics;
7. Performance and cost information on providers of education, training and workforce services;
8. Performance information for the local area as a whole;
9. Information on the availability of supportive services;
10. Information and meaningful assistance with UI claims;
11. Assistance establishing eligibility for financial aid for non-WIOA training and education.

II. Individualized and Follow-up Career Services:

1. Comprehensive and specialized assessments;
2. Development of an Individual Employment Plan (IEP);
3. Group counseling;
4. Individual counseling;
5. Career planning;
6. Short-term pre-vocational services;
7. Internships and work experience;
8. Workforce preparation activities;
9. Financial literacy services;
10. Out-of-area job search assistance;
11. English language acquisition;
12. Follow-up services for participants in Title IB Adult and Dislocated Worker programs.

III. System Wide Commitments

1. Common data collection system and metrics, including customer satisfaction;
2. Information sharing;
3. Cross agency training and professional development;
4. Common referral system
5. Workforce skill standards (common set of work readiness competencies);
6. Common technology
7. Single point of contact for businesses and employers.

IV. Business/Employer Services

The EKCEP LWDA and EKWIB have established the Business/Employer Services Team (BEST) which consists of three teams, under the brand Eastern Kentucky Business Network. Each team is based on an assigned geographical location within the EKCEP 23-county area and is aligned with one of three KCTCS campuses in the EKCEP LWDA. Below is the county breakdown of each team:

* Floyd, Johnson, Pike, Magoffin, Martin, Morgan, Menifee, Carter, Lawrence and Elliott counties meet bi-monthly at the Paintsville campus of Big Sandy Community & Technical College.
* Leslie, Letcher, Perry, Knott, Lee, Owsley, Breathitt, and Wolfe counties meet bi-monthly at the KCC Jobsight location in Hazard.
* Knox, Bell, Harlan, Jackson, and Clay counties meet bi-monthly at the Middlesboro campus of Southeast Kentucky Community & Technical College

The goal of the BEST is to provide seamless and integrated solutions for Businesses/Employers in the LWDA. Members include required WIOA partners, and additional partners. The EKWIB appoints the team leader of the BEST. The BEST leader and BEST facilitator for each of the three teams organize bi-monthly meetings and maintain minutes for each meeting. A single point of contact is designated for each business/employer, based on existing relationships and/or a team member’s experience within that sector. The EKCEP regional sectors are: Business Services (including Information Technology), Healthcare, Energy (including Energy Transmission), Skilled Trades (such as Construction), and Manufacturing.

Business/Employers services provided by the teams may include:

* + - 1. Job Order Posting/Job Matching and Referral
      2. Recruitment and Screening
      3. Use of KCCJ for Business/Employer Interviews
      4. On-the-Job Training
      5. Customized Training
      6. Registered Apprenticeships
      7. Rapid Response
      8. Layoff Aversion Strategies
      9. Incumbent Worker Training
      10. Job Fairs
      11. Internships
      12. Work SENSE
      13. Work Experience
      14. Business/Employer Workshops
      15. Sector Partnerships
      16. Labor Market Information (LMI)
      17. National Career Readiness Certificate (NCRC)
      18. Trade Adjustment Assistance (TAA)
      19. Information for Small Businesses
      20. Assistance with Disability Accommodations

Please refer to Attachment IV, Business Services Chart on pg. 1 for additional information regarding services.

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| **7. PROCUREMENT OF ONE-STOP OPERATOR (Kentucky Memorandum Guidelines for One-**  **Stop Operator Procurement)** |
| * *Name the procured one-stop operators. The following bullet points should be explained in this section.* * *Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process.* * *Assure that each one-stop operator will not perform any of the prescribed functions (§678.620(b)) to avoid a conflict of interest.* |

Because it oversees a large (23-county) rural service area that includes a complex One-Stop Delivery System (please refer to chart on page 11), the EKWIB chose to conduct a procurement process that allowed respondents to bid on providing One-Stop Operator services for the network partners in one or more specific counties within the EKCEP LWDA. As a result of that process, the EKWIB procured the services of nine entities as One-Stop Operators for the One-Stop Delivery System in the LWDA. Those One-Stop Operators are:

* Entity Name and Address: LKLP Community Action Council

398 Roy Campbell Drive, Hazard, KY 41701

Phone: 606-436-8853

Contact Person: Abby Little, Compliance Officer, a.little@lklp.net

Counties Served: Leslie, Knott, Letcher, Perry

Certified Centers: KCC JobSight, Hazard, KCC JobSight, Whitesburg, KCC JobSight, Hindman, KCC JobSight, Hyden

* Entity Name and Address: Big Sandy Area Community Action Program

230 Court Street, Paintsville, KY 41240

Phone: 606-789-3641

Contact Person: Renny Hall, IT Manager, rhall@bsacap.org

Counties Served: Floyd, Johnson, Magoffin, Martin, Pike

Certified Centers: KCC JobSight, Prestonsburg; KCC JobSight, Pikeville; KCC JobSight, Inez; KCC JobSight, Paintsville; KCC JobSight, Salyersville

* Entity Name and Address: Bell-Whitley Community Action Agency

P.O. Box 159, Pineville, KY 40977

Phone: 606-337-3044

Contact Person: Sandy Hoskins, CSBG Director, shoskins@bellwhitley.com

Counties Served: Bell

Certified Centers: KCC JobSight, Pineville

* Entity Name and Address: Daniel Boone Community Action Agency

1535 Shamrock Road, Manchester, KY 40962

Phone: 606-598-4330

Contact Person: Mike Buckles, Executive Director, mike.buckles@danielboonecaa.org

Counties Served: Clay, Jackson

Certified Centers: KCC JobSight, Manchester; KCC JobSight, McKee

* Entity Name and Address: Gateway Community Action Agency

151 University Dr., P.O. Box 367, West Liberty, KY41472

Phone: 606-743-3133

Contact Person: Charlene Engle, Executive Director, charlene.engle@gatewaycaa.org

Counties Served: Menifee, Morgan

Certified Centers: KCC JobSight, Frenchburg; KCC JobSight, West Liberty

* Entity Name and Address: Harlan County Community Action Agency

319 Camden St., P.O. Box 1556, Harlan, KY 40831

Phone: 606-573-5335

Contact Person: Donna Pace, Executive Director, dpace@harlancountycaa.com

Counties Served: Harlan

Certified Centers: KCC JobSight, Harlan

* Entity Name and Address: KCEOC Community Action Partnership

P.O. Box 490, Barbourville, KY 40906

Phone: 606-546-3152

Contact Person: Shawn Bingham, CSBG Manager, sbingham@kceoc.com

Counties Served: Knox

Certified Centers: KCC JobSight, Barbourville

* Entity Name and Address: Middle Kentucky Community Action Partnership

1137 Main St., Suite 107, Jackson, KY 41339

Phone: 606-666-5902

Contact Person: Brenda Begley, CSBG Manager, mkcadirector@mkcap.org

Counties Served: Breathitt, Lee, Owsley, Wolfe

Certified Centers: KCC JobSight, Beattyville; KCC JobSight, Jackson

* Entity Name and Address: Northeast Kentucky Community Action Agency

21039 West US 60, Olive Hill, KY 41164

Phone: 606-286-4443

Contact Person: David Carroll, Executive Director, david.carroll@nkcaa.net

Counties Served: Carter, Elliott, Lawrence

Certified Centers: KCC JobSight, Grayson; KCC JobSight, Louisa; KCC JobSight, Olive Hill; KCC JobSight, Sandy Hook

The request for proposal (RFP) issued by the EKWIB contained the following definition of the One-Stop Operator services it was seeking for the workforce development network in the EKCEP LWDA:

**One-Stop Operator**

WIOA establishes the position of One-Stop Operator (Section 121[D]) and allows Local Workforce Development Areas a great deal of latitude in defining the specific functions for these services. In the EKCEP LWDA, the functions of the One-Stop Operator are to:

• Coordinate the delivery of services of participating one-stop partners and service providers in the county or counties that the One-Stop Operator serves. (In addition to the Direct Workforce Services for Adults, Dislocated Workers, and Youth funded under Title I-B of WIOA and awarded under this RFP, the one-stop partners in any county include, but are not limited to, Adult Education, Vocational Rehabilitation, Career and Technical Education, Unemployment Insurance, Veterans Services, and employment services under the Wagner-Peyser Act.) This coordination of services may involve multiple offices and/or service outlets, including a certified Comprehensive career center or Affiliate career center, if such exist within the One-Stop Operator’s service area.

• Foster a culture of collaboration and excellent customer service among one-stop partners that promotes delivery of the innovative, high quality workforce development services to all customers of the workforce development system, including adults, dislocated workers, youth (both in-school and out-of-school), and employers. The One-Stop Operator must convene and lead regularly scheduled meetings (e.g., monthly, quarterly) of the one-stop partners to build this collaborative culture, improve service delivery, and evaluate progress toward shared goals.

• Serve as a resource for staff of all partner agencies in regard to the objectives, processes, requirements, and regulations of WIOA and the workforce services delivery system.

• Provide support, assistance, and resolution to all staff in response to collaboration issues, facilities needs, or other problems.

• Provide direction for the team leads of the partners and function-based groups.

• Ensure that comprehensive cross-training and development plans are established for the staff of partners present in the area to be served.

• Measure customer satisfaction with the workforce delivery system in the service area.

• Lead the establishment of performance goals for the workforce services network in the service area, and track and evaluate performance in pursuit of those goals.

If and when appropriate, the One-Stop Operator will also be required to participate in the Kentucky Career Center certification process for any locations within its counties that apply for certification as a Comprehensive or Affiliate Career Center.

Additionally, if the Governor chooses to so require, the One-Stop Operator must also collect specific performance information from providers of on-the-job training, customized training, incumbent worker training, internships, paid or unpaid work experience opportunities, and transitional employment; and use the information to determine whether the providers meet the performance criteria required by the Governor.

In coordinating local services, the One-Stop Operator must not establish practices that create disincentives to providing services to individuals with barriers to employment that may require longer-term services, such as intensive employment, training, and education services.

EKCEP prefers to contract with entities that are knowledgeable about workforce development services, their objectives, and the regulations that govern them, including:

• Career services (described in WIOA Section 134(c)(2)).

• Training services (described in WIOA Section 134(c)(3)).

• Employment and training activities carried out under WIOA Section 134(d), if any.

• Programs and activities carried out by one-stop partners, including Wagner-Peyser, Vocational Rehabilitation, Adult Education, postsecondary education, Unemployment Insurance, and Veterans Services.

• Data, labor market information, and analysis from Wagner-Peyser (described in Section 15(a) of the Wagner-Peyser Act).

• Labor exchange services authorized under the Wagner-Peyser Act.

Entities that apply should possess and have demonstrated the following characteristics:

• Competent management skills,

• Commitment to excellent customer service,

• Cooperative culture among management and staff,

• Commitment to the integrated service delivery model,

• Willingness to partner with others, and

• Flexibility and ability to adapt to change.

An entity that applies to be a One-Stop Operator in the EKCEP service area must disclose in its application any potential conflicts of interest that could arise from its relationship(s) with particular training service providers or other service providers, including, but not limited to, other Direct Workforce Services providers.

The East Kentucky Workforce Innovation Board (EKWIB) will oversee and evaluate the performance of the entity or entities selected as the One-Stop Operator(s) for the local workforce development area.

As shown by the complete excerpt above, the EKWIB’s RFP did not include among the required functions of the One-Stop Operators any of the functions prohibited by §678.620(b) of the federal regulations, which include:

• Convening system stakeholders to assist in the development of the local plan;

• Preparing or submitting local plans (under Sec. 107 of WIOA);

• Being responsible for oversight of itself;

• Managing or significantly participating in the competitive selection process for One-Stop Operators;

• Selecting or terminating One-Stop Operators, career services, and youth providers;

• Negotiating local performance accountability measures; and

• Developing and submitting budgets for activities of the Local WDB.

The One-Stop Operators selected have neither participated nor been encouraged to provide input or assistance in any of these prohibited activities.

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| **8. PHYSICAL ACCESSIBILITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b) (4))** |
| *Describe how—through specific examples and commitments—required partners will assure the physical accessibility of the Comprehensive one-stop center(s), including the following:*   * *The Comprehensive one-stop center’s layout supports a culture of inclusiveness.* * *The location of a dedicated parking lot, with parking lot spaces closest to the door designated for individuals with disabilities.* |

Kentucky Career Center (KCC) JobSight locations/American Job Centers (AJC) serve a wide variety of clients, including those with physical disabilities. All Parties agree to comply with applicable statutes and regulations pertaining to The Americans with Disabilities Act (ADA) of 1990. Each center will provide services in a physically accessible environment, while maintaining a culture of inclusiveness. This can be achieved through the active partnership with the Office of Vocational Rehabilitation (OVR) who lends their expertise and specialized resources to Kentucky Career Center (KCC) JobSight locations. This may include providing technical assistance and performing reviews for ADA Compliance certifications, and requests for assistive technology and materials for disabled job seeker customers.

Adequate parking, including parking clearly marked for individuals with disabilities, is available at all comprehensive and affiliate centers. Furthermore, the layout of each center is designed in an “equal and meaningful” manner to provide access for individuals with disabilities. The two Comprehensive Career Center locations offer the following accommodations for individuals with disabilities with regard to parking and accessible entrance(s). The KCC JobSight, Hazard has a total of eight accessible parking spaces and two accessible entrances. The KCC JobSight, Prestonsburg has a total of three accessible parking spaces and one accessible entrance.

The respective Affiliate Career Center locations offer the following accommodations for individuals with disabilities with regard to parking and accessible entrance(s). The KCC JobSight, Pikeville has a total of two accessible parking spaces and one accessible entrance. The KCC JobSight, Harlan has a total of four accessible parking spaces; with two accessible entrances. The KCC JobSight, Manchester has a total of four accessible parking spaces; with two accessible entrances. The KCC JobSight, McKee has a total of three accessible parking spaces; with one accessible entrance. The KCC JobSight, Pineville has a total of four accessible parking spaces; with two accessible entrances. The KCC JobSight, Whitesburg has a total of three accessible parking spaces and one accessible entrance. Accessibility reviews have been completed by OVR staff and submitted to the ADA Coordinator.

Note: The Kentucky Career Center Certification process requires that state staff perform an ADA accessibility review. All certified KCC JobSight Comprehensive, and Affiliate locations have been reviewed and awarded ADA Letters of Compliance.

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| **9. PROGRAMMATIC ACCESSIBLITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b)(4))** |
| * *Describe how the Comprehensive Career Center provides access to all required career services in the most inclusive and appropriate settings for each individual participant.* * *Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities, can access available services and how outreach will be conducted to these groups. (§678.500(b)(4).* * *Explain how services will be provided using technology that is actually available and in accordance with the “direct linkage” requirement under WIOA.* |

The EKCEP LWDA includes two Comprehensive Career Centers: KCC JobSight, Hazard and KCC JobSight, Prestonsburg. Both Comprehensive Career Centers provide access to all required basic and individualized career services, training services, and follow-up services through partner integration and a seamless approach to providing services to each individual job seeker. Any and all partners are prepared to make reasonable accommodations if a customer requires special assistance when services are being provided.

Outreach is conducted in surrounding communities to all targeted customer groups, including individuals with barriers to employment, as well as individuals with disabilities. The intention of outreach activities is to make potential customers aware of all services that are available at the KCC JobSight Comprehensive Career Centers and all other certified centers in the KCC JobSight One-Stop Delivery System. This includes word of mouth, flyers and brochures, partner cross training for effective referrals, career fairs at high schools, job fairs, and other employer events.

When customers come in to the center, staff complete initial assessment, orientation, and referrals to partners for all appropriate services. All basic and individualized career services, training services, and follow-up services are provided to individuals with barriers to employment, as well as individuals with disabilities, as needed. Individuals with disabilities have access to special accommodations at the two Comprehensive Career Centers including spacious resource room layout and design, special adjustable desks and chairs, adjustable font size on all computers, headsets, and a TTY phone.

“Direct linkage” is available for customers to access services from any of the WIOA required partners that are not co-located at either of the two Comprehensive Career Centers. As defined by WIOA Regulations (§678.305), “direct linkage” means providing direct connection at the one-stop center, within a reasonable time, by phone or through real-time Web-based communication to a program staff member who can provide program information or services to the customer. “Direct linkage” cannot exclusively be providing a phone number or computer Web site or providing information, pamphlets, or materials. When a customer needs services from any required partner that is not physically co-located at either of the two comprehensive career centers, “direct linkage” can be accomplished through Skype and/or a large television monitor with ZOOM software for teleconferencing capabilities at both locations. Training for KCC JobSight Comprehensive Career Center staff and required partners is proposed to take place in July 2019, to familiarize staff with the technology and correct contact information for all partners that are not physically located. During this training, EKWIB staff and partners will collaborate to establish the most beneficial procedure to contact partners utilizing “direct linkage”.

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| **10. DATA SHARING AND COLLECTION** |
| * *Describe how core program partners will share data and information and will collaborate to assure that all common primary indicators of performance for the core program partners in the local area will be collectively achieved.* * *Provide assurances that participants’ Personally Identifiable Information (PII) will be kept confidential.* |

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers and job seekers. Currently, WIOA core program partners are utilizing separate data systems in the state of Kentucky. The Wagner-Peyser program, administered by the Career Development Office (CDO), and WIOA Title I Adult, Dislocated Worker, and Youth formula programs, administered by LWDAs, previously utilized the Employ Kentucky Operating System (EKOS), along with Focus Suite (Focus Career, Focus Assist, and Focus Talent), and SalesForce (additional employer data system). Beginning October 1, 2018 EKOS was replaced by the new data and information system KEE-Suite. WIOA Title IV Rehabilitation programs administered by the Office of Vocational Rehabilitation (OVR) are utilizing the CMS data system. Adult Education/Kentucky Skills U is utilizing the KAERS data system. It is very difficult to share data and information and to collaborate effectively when the core program partners are using completely separate systems. Future release dates for KEE-Suite to include other WIOA core program partners have been tentatively planned.

All data collected, used and disclosed by WIOA partners will be subject to the following:

* Customer personally identifiable information (PII) will be properly secured and kept confidential, as required Federal and State privacy laws and regulations, including WIOA law and/or partner statutes.
* The collection, use, and disclosure of customer education records, and the PII contained therein shall comply with FERPA and applicable State privacy laws.
* All confidential data contained in UI wage records must be protected in accordance with requirements set forth in 20 CFR part 603. Appropriate confidentiality and security documents must be executed and processed for all partner staff that have approved and given access to UI wage records to complete their job duties.
* All personal information contained in Vocational Rehabilitation (OVR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
* Customer data may be shared with other partner programs within the Kentucky Career Center JobSight network, as needed in order to provide services to the customer, but only after the informed written consent of the individual has been obtained (where required).
* All Kentucky Career Center JobSight partner staff will be trained in the protection, use and disclosure requirements governing PII and any other confidential data for all applicable programs as outlined above.

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| **11. COST SHARING OF SERVICES (WIOA Sec. 121 (c)(2)(A)(ii)) (WIOA Final Rules §678.755 and §678.760)** |
| * *Provide a narrative of the cost sharing of services for the Infrastructure Funding Agreement process.* |

The cost sharing of services was negotiated through the Infrastructure Funding Agreement (IFA) for the two Comprehensive Career Centers along with their respective Affiliates in the EKCEP LWDA: 1) KCC JobSight, Hazard with Affiliates in Harlan, Manchester, McKee, Pineville, and Whitesburg, and 2) KCC JobSight, Prestonsburg with an Affiliate in Pikeville.

The One-Stop Operating Budget and Infrastructure Funding Agreement (IFA) shall determine how the EKWIB and WIOA one-stop partners will fund the infrastructure costs and additional delivery system costs at two Comprehensive Career Centers and six Affiliate Career Centers in the EKCEP LWDA as outlined above. The EKWIB, EKCEP Chief Local Elected Official, and WIOA one-stop partners agree to the methods of calculating the amounts that each partner will contribute for one-stop infrastructure funding as described herein. The One-Stop Budget and IFA for the eight KCC JobSight locations were prepared under the guidelines established in the OMB Circulars/Common Rule and the One-Stop Comprehensive Financial Management Technical Assistance Guide. The standards contained in the cost principles budgetary structures and generally accepted accounting principles (GAAP) were combined in order to identify the direct and common characteristics of each expenditure category.

The costs in the IFA are infrastructure costs and additional delivery system costs that are shared jointly with the partners in the MOU/IFA. The WIOA one-stop partner program’s proportionate share of funding has been calculated in accordance with the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200.306 based upon a reasonable cost allocation methodology whereby infrastructure costs are charged to each partner in proportion to relative benefits received and have been determined to be allowable, necessary, and allocable. The cost allocation bases utilized in the IFA are square footage and staff FTEs. The EKWIB, as identified in the MOU, hereby certifies that this plan has been prepared in accordance with these guidelines.

The Job Center Database and SharePoint site captures all components for each career center in the IFA, including the following: 1) Job Center Budget, to include Infrastructure Costs, Additional Delivery System Costs, and Cash Contributions, 2) Job Center Cost Allocation Summary, and 3) Detailed Cost Allocation. EKWIB staff worked with WIOA partner leadership to obtain staff FTEs, direct and common space square footage, and shared cost information for the eight comprehensive and affiliate career centers included in the IFA. Square footage was used as the cost allocation base for Infrastructure Costs, and staff FTEs were used as the cost allocation base for Additional Delivery System Costs in the Job Center Database and SharePoint site. Utilizing all budget and cost allocation data from the Job Center Database and SharePoint site, EKWIB staff developed comprehensive spreadsheet reports, One-Stop Operating Budget and Partner Contributions FY2019-2020, for each career center in the IFA. These centers are: 1) KCC JobSight, Hazard, 2) KCC JobSight, Harlan, 3) KCC JobSight, Manchester, 4) KCC JobSight, McKee, 5) KCC JobSight, Pineville, 6) KCC JobSight, Whitesburg, 7) KCC JobSight, Prestonsburg, and 8) KCC JobSight, Pikeville.

Consensus must be reached among all required partners through the local one-stop infrastructure funding mechanism, or the state funding mechanism must be triggered as outlined in the Federal Regulations, §678.730, in order to finalize the MOU/IFA for the EKWIB and all WIOA partners.

The initial IFA will remain in effect, following the full execution and signatures of all Parties involved, for a period beginning July 1, 2019 until June 30, 2020. Each IFA thereafter will remain in effect for one full budget year, beginning July 1 through June 30, throughout the three-year period of the MOU.

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| **12.** **DURATION/AMENDMENT/APPEAL PROCEDURES (WIOA Sec. 121 (c)(2)(A)(v)) (WIOA Final Rules §678.500(b) (5)) and RENEWAL PROVISIONS (WIOA Sec. 121(c)(2)(A)(v)) (WIOA Final Rules §678.500(b)(6))** |
| *Describe the duration of the MOU.*  *Describe the required renewal process if substantial changes occur before the MOU’s expiration date.*  *Describe amendment procedures, including annual negotiation of infrastructure and shared system costs to address the following:*   * *The procedures for informing other partners of the pending and/or completed amendment* * *The procedures for amending the MOU to incorporate the final approved budget on an annual basis* * *The process and timeline in which the MOU will be reviewed and renewed prior to expiration* * *The process for resolving any disputes that evolve after the agreement is reached* * *The appeals process for any disputes that evolve after the agreement is reached* * *The process for terminating the MOU or a specific partner’s participation in the MOU* |

The duration of the MOU will be three years. However, the MOU/IFA is intended to be a living document and partnership agreement. EKWIB staff may make small changes that are needed and update the MOU/IFA. As the need arises for substantial changes in the MOU, EKWIB staff or partner staff may provide notice to all partners to request a meeting to discuss and reach consensus regarding the needed changes. Once approved, the MOU/IFA will be amended and updated to accurately reflect these changes. Partner signatures are not required for amendments to the MOU/IFA. This process may be utilized throughout the three-year duration of the MOU.

Each time an amendment is completed, all parties to the MOU/IFA will be notified by email to include the MOU/IFA revision date. EKWIB staff will post the MOU/IFA (with revision date) electronically on the EKCEP website, [www.ekcep.org](http://www.ekcep.org), each time an update or amendment is made to ensure that the most recent version is documented and available to partners. A direct link to access the site on the web location will be distributed to all partners for quick access to the information at all times. A log in for each Party to the MOU/IFA will be provided to partner leadership in order to maintain appropriate security.

The IFA will be updated on an annual basis to reflect changing costs/partner contributions within the EKCEP LWDA. EKCEP accounting staff will update the IFA monthly as partners submit documentation of actual costs for their contributions for line items in the operating budget. The IFA will be reconciled on a quarterly basis. However, a full reconciliation for the two Comprehensive centers and their respective Affiliates will be conducted annually, that will include a final review of the actual costs and partner contributions for each center and for the overall umbrella IFA for the EKCEP LWDA.

EKWIB staff will provide notice and initiate meetings with all WIOA partners involved in the IFA, to be scheduled no later than one month prior to the annual deadline, to renegotiate the operating budget details as needed for infrastructure costs and additional shared costs, as well as to review partner contributions for the eight Kentucky Career Center JobSight locations included in the umbrella IFA for the EKCEP LWDA.

A thorough review and renewal process for the MOU/IFA by EKWIB staff and all one-stop partners in the EKCEP LWDA will be implemented every three years, at a minimum. EKWIB will initiate and schedule meetings three months prior to the MOU expiration date to ensure that appropriate negotiation, discussion, and required updates are completed within the timeframe and deadline to renew the MOU/IFA. Partner signatures must be obtained during the MOU/IFA renewal process every three years.

When an issue(s) reaches a level of disagreement that cannot be resolved during the development and negotiation of the MOU/IFA, the following impasse/dispute resolution process should be utilized. It is the responsibility of EKWIB staff to coordinate the MOU/IFA impasse/dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

The impasse/dispute resolution shall consist of a three-tiered process. First, all parties involved in the dispute will attempt to resolve the dispute through a mutually agreed upon meeting between the management of each involved party.

Second, the EKWIB, as the responsible party for the oversight of the Kentucky Career Center JobSight One-Stop Delivery System, will moderate if the issue is 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 EKWIB.

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

Any Party may request to terminate its inclusion in this MOU by providing written notice to the EKWIB Chair (or designee) thirty (30) days in advance of the proposed termination. The EKWIB Chair (or designee) will call a meeting of all Parties to the MOU to notify, review and discuss implications and necessary actions to be taken as a result of the termination. Once the termination is finalized, the EKWIB Chair (or designee) must convene all Parties to the MOU within thirty (30) days of the breach of the MOU to make plans to implement necessary actions and address the resulting changes in the IFA.

This MOU will remain in effect three years following the full execution and signatures of all Parties involved.

The initial IFA will remain in effect, following the full execution and signatures of all Parties involved, for a period beginning July 1, 2019 until June 30, 2020. Each IFA thereafter will remain in effect for one full budget year, beginning July 1 through June 30, throughout the three-year period of the MOU.

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| **13. ADDITIONAL LOCAL PROVISIONS** **(OPTIONAL) (WIOA Sec. 121(c)(2)(B)) (WIOA Final Rules §678.500(c))** |

The EKWIB and EKCEP LWDA do not have additional local provisions at this time.

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| **14. ADDITIONAL PARTNERS (WIOA Sec. 121 (b)(2))** |

Additional partners include Commonwealth Educational Opportunity Center (CEOC), Teleworks USA, and SNAP Employment & Training.

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| **15. OTHER CONTRIBUTIONS (TEGL 16-16)** |
| * *Describe contributions made to the one-stop system through other avenues, such as donations made by a non-partner entity.* * *Document third party in kind contributions made to supplement the operation of the American Job Center.* |

Acceptable contributions from partners toward their cost allocation requirement include non-cash contributions, third-party contributions, and cash contributions. All partner contributions are defined and documented by the “One Stop Operating Budget and Partner Contributions FY2019-2020” spreadsheets for each career center included in the IFA. EKCEP LWDA Area will make third-party contributions on behalf of its direct service providers delivering the Title I: Adult, Dislocated Worker, and Youth Formula Programs.

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| **16. NON-DISCRIMINTATION & EQUAL OPPORTUNITY (WIOA SECTION 188)** |
| * *Describe how all partner staff will comply fully with all non-discrimination requirements.* |

In compliance with WIOA Section 188 and regulations (29 CFR Part 38), all parties agree that they will not discriminate in their employment practices or services on the basis 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. Thus, all parties agree to comply with all statutes and regulations pertaining to following laws:

* TheAge Discrimination Act of 1975
* Section 504 of the Rehabilitation Act of 1973
* Title IX of the Education Amendments of 1972
* Title VI of the Civil Rights Act of 1964
* The American with Disabilities Act of 1990

All parties 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. All parties further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

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| **17. PRIORITY OF SERVICE** **(Kentucky Veteran Priority of Service Policy) (WIOA Section 134 (c)(3)(E)** |
| * *Describe how each partner staff will comply with the priority of service requirements set forth in the Veteran Priority of Service Policy as well as priority of service outlined in WIOA section 134 (c)(3)(E).* |

All parties certify that they will adhere to all statutes, regulations, policies, 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.

In compliance with the Jobs for Veterans Act, as prescribed in 38 USC 4215 and following guidance provided in TEGL 10-09 and Kentucky Guidance 19-001, all parties agree to provide priority of service to veterans and eligible spouses over non-covered persons for the receipt of employment, training, and placement services under a qualified job-training program.

To ensure veterans and eligible spouses are aware of their entitlement to priority of service upon point of entry, all Kentucky Career Center JobSight locations will prominently display a Veteran Priority of Service poster. The poster defines priority of service for veterans and/or their spouses and describes who is eligible. Information included on the poster is shown below.

**Veterans Priority of Service**

If you have served in the military and were discharged under conditions other than dishonorable, you are considered a “covered person” and may be eligible for “Priority of Service.” Additionally, some spouses of covered persons may also be eligible for Priority of Service.

**Priority of Service**

Priority of Service means, with respect to any qualified job training program, that a covered person shall be given priority over a non-covered person for the receipt of employment services provided under that program, notwithstanding any other provision of the law.

Priority of Service means the right of eligible covered persons to take precedence over eligible non-covered persons in obtaining DOL-funded services (20 CFR 1010.200(b)). Depending on the type of service or resource being provided, taking precedence may mean:

* 1. The covered person receives access to the service or resource earlier in time than the

non-covered person; or

* 1. If the service or resource is limited, the covered person receives access to the service or resource instead of or before the non-covered person. If you feel that you are entitled to priority of service, please inquire about priority of service with an available staff member.

Additionally, to further identify eligible customers, referral/intake forms are used to determine whether the customer is entitled to priority of service.

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| **18. MONITORING** |

The EKWIB, 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 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.

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| **19. INDEMNIFICATION/LIABILITY CLAUSE** |

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

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| **20. 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.

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| **21. SEVERABILLITY CLAUSE** |

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.

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| **22. DEBARMENT & SUSPENSION** |

All parties shall comply with the debarment and suspension requirements (E.0.12549 and12689) 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.

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| **23. GOVERNING LAW** |

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

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| **24. DEFINITIONS FOR MOU** |

**One-Stop Delivery System**

The one-stop delivery system (herein also referred to as the American Job Center network) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs’ services and improves long-term employment outcomes for individuals receiving assistance. One-stop partners administer separately funded programs as a set of integrated streamlined services to customers.

[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

**Required One-Stop Partners**

***Department of Labor***

* WIOA title I programs:
  + Adult, Dislocated Worker, and Youth formula programs;
  + Job Corps;
  + YouthBuild;
  + Native American programs;
  + Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
* Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
* Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
* Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
* Unemployment Compensation (UC) programs;
* Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41of title 38, U.S.C.;
* Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

***Department of Education***

* Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
* Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
* The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

***Department of Housing and Urban Development***

* Employment and training programs;

***Department of Health and Human Services***

* Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
* Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

**Additional One-Stop Partners**

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the Local WIB and chief elected official(s) approve the entity’s participation.

Additional partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b–19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

**Infrastructure Costs**

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center’s planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

**Additional Costs**

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program’s applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services.

[WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

**Shared Operating Costs and Shared Services**

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the One-Stop partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop partners, and business services.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

**One-Stop Operating Budget**

The one-stop operating budget of one-stop centers or American Job Centers (AJC) is the financial plan that the one-stop partners, the CLEO, and the Local WIB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in

WIOA sec. 121(i). The one-stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner’s use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

**Infrastructure Funding Agreement (IFA)**

The IFA contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the Local WIBs, one-stop partners, and CLEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WIB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CLEO, and Local WIB participating in the IFA.

Changes in the one-stop partners or an appeal by a one-stop partner’s infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

**Funding Types**

***Cash***

* Cash funds provided to the Local WIB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

***Non-Cash***[[1]](#footnote-1)

* Expenditures incurred by one-stop partners on behalf of the one-stop center; and
* Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

***Third-party In-kind***

* Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to:
* Support the one-stop center in general; or
* Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR

463.760]

**Allocation**

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

**Cost Objective**

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]

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| **25. AUTHORITY AND SIGNATURES (WIOA Final Rules §678.500(d))** |
| * *Include a statement that the individuals signing the MOU have authority to represent and sign on behalf of their program under WIOA.* |

1. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at2 CFR 200.306. [↑](#footnote-ref-1)