**Memorandum of Understanding**

**for**

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

**The Greater Louisville Workforce Board Inc.**

**Kentucky Career Center Operations**

1. **LEGAL AUTHORITY**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Local Elected Officials (CLEOs), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. 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.

**THIS AGREEMENT**, made and entered into as of XXXX XX, 2019 by and between The Greater Louisville Workforce Development Board, Inc. d/b/a/ KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 (the Board), as the Administrative Entity for the Greater Louisville Workforce Development Area, the American Job Center network Partners (Partners), and the Chief Local Elected Officials (CLEOs), They are collectively referred to as the “Parties” to this MOU and are listed in Attachment A.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of 7 American Job Centers in the KentuckianaWorks Local Workforce Development Area (Local WDA) as well as mobile services to all counties in the region. KentuckianaWorks provides local oversight of workforce programming for the KentuckianaWorks Local WDA.

KentuckianaWorks, with the agreement of the CLEOs, has competitively selected ResCare Workforce Services as the one-stop operator for the KentuckianaWorks WDA, as further outlined in the One-Stop Operator section.

The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the KentuckianaWorks American Job Center network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain KentuckianaWorks high-standard American Job Center network.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall KentuckianaWorks region.

**2. INTRODUCTION**

As the Workforce Development Board for Louisville, Kentucky and six surrounding counties (Bullitt, Henry, Oldham, Shelby, Spencer and Trimble), KentuckianaWorks collaborates with a variety of partners to fulfill our mission of “Engaging employers, educators, and job seekers with resources to build a stronger community through the dignity of work.”

In all KentuckianaWorks’ endeavors—from operating a comprehensive career center for the region to developing novel sector-based partnerships such as the Kentucky Manufacturing Career Center to driving alignment with local K-12 school systems to providing young adults a second chance through the ReImage program to experimenting with cutting edge innovations such as Code Louisville and the Career Calculator (careercalculator.org)—KentuckianaWorks seeks to work backwards from employer needs, rather than train people for unknown demand. With this approach, KentuckianaWorks hopes to reduce the number of people with barriers to employment and to help create a more educated and skilled workforce in our region.

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 KentuckianaWorks Workforce Development Area (WDA) create a seamless, customer-focused American Job Center network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to 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.

The KentuckianaWorks Board developed the following mission, vision and values through strategic planning in 2017 and 2018:

**Mission**

Engaging employers, educators, and job seekers with resources to build a stronger community through the dignity of work.

**Vision**

A fully prepared and engaged workforce that is aligned with the needs of employers

**Values**

We believe in relentlessly experimenting to find solutions to our region’s workforce challenges. We embrace a commitment to equity in all that we do to ensure our efforts help address past inequities and offer fair treatment and equitable access to all customers.

The strategic plan adopted by the board on September 20, 2018 is included as Attachment B.

1. **SYSTEM STRUCTURE**

The KentuckianaWorks WDA has seven American Job Centers, also known as one-stop centers that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act of 2014, the centers offer a comprehensive array of services designed to match talent with opportunities. These centers are listed below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Location Code** | **KY Career Center Name** | **Address** | **KCC Manager (if applicable)** |
| 1 | Kentucky Career Center-Downtown Louisville | 600 W. Cedar Street  Louisville, KY 40202 | Ryan Troutman |
| 2 | Kentucky Career Center-  NIA Center | 2900 W. Broadway, Suite 100  Louisville, KY 40203 | Ryan Troutman |
| 3 | Kentucky Manufacturing Career Center | 160 Rochester Drive,  Building W Suite 115B  Louisville, KY 40214 | Ryan Troutman |
| 4 | Kentucky Health Care Career Center | 746 South 5th Street  Louisville, KY 40203 | Ryan Troutman |
| 5 | Kentucky Youth Career Center-Metro | 612 South 4th Street, 4th Floor  Louisville, KY 40202 | Jennifer Welch |
| 6 | Kentucky Youth Career Center-Regional (Bullitt County) | 505 Buffalo Run Rd.,  Suite. 100A  Shepherdsville, KY 40165 | Renee Walters |
| 7 | Kentucky Youth Career Center-Regional (Shelby County) | 227A Alpine Drive  Shelbyville, KY 40065 | Renee Walters |

**One-Stop Operator**

The KentuckianaWorks WDB selected the one-stop operator, ResCare Workforce Services, Inc., through a competitive process in accordance with the Uniform Guidance1, WIOA and its implementing regulations, and Local procurement laws and regulations in July 2017. The two-year contract will be re-competed in spring 2019 and new contract will be in effect as of July 1, 2019. The Request for Proposals may be viewed on the KentuckianaWorks’ website at: https://www.kentuckianaworks.org/rfp. 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.

1. **STEPS TAKEN FOR INITIAL NEGOTIATION PROCESS**

The KentuckianaWorks One-Stop Operator convened the partners on March 6, 2018 for an initial meeting to review the background of the KentuckianaWorks’ workforce system, the role of partners and the goals of executing the MOU. Subsequently the OSO scheduled individual meetings with each partner to determine 1) services to be provided by the partner and 2) reciprocal services to be provided by KentuckianaWorks WDB. Based on these meetings, KentuckianaWorks determined a cost structure and negotiated the final agreements for shared costs.

1. **ROLES AND RESPONSIBILITIES OF THE PARTNERS**

The Parties to this agreement will work closely together to ensure that all KentuckianaWorks American Job Centers are high-performing work places with staff who will ensure quality of service.

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),
* all amendments to each, 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,
* 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
* 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.

Required partner services are outlined in Attachment D.

**Chief Local Elected Officials (CLEOs)**

The CLEOs for the KentuckianaWorks Local WDA are Mayor Greg Fischer (Louisville), Bullitt County Judge/Executive Jerry Summers; Henry County Judge/Executive John Logan Brent; Oldham County Judge/Executive David Voegele; Shelby County Judge/Executive Dan Ison; Spencer County Judge/Executive John Riley; and Trimble County Judge/Executive Todd Pollock.

The CLEOs will, at a minimum:

* In Partnership with the KentuckianaWorks Local WDB 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,
* Approve the KentuckianaWorks Local WDB budget and workforce center cost allocation plan,
* Approve the selection of the one-stop operator following the competitive procurement process, and
* Coordinate with the KentuckianaWorks Local WDB to oversee the operations of the KentuckianaWorks Local WDA American Job Center network.

**Local Workforce Development Board (WDB)**

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

* In Partnership with the CLEOs and other applicable Partners within the Local WDA, develop and submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB 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 all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
* In collaboration and Partnership 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 Local WDBs within the regional area, design and approve the American Job Center network structure. This includes, but is not limited to:
  + Adequate, sufficient, and accessible one-stop center locations and facilities,
  + 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 and literacy activities),
  + A holistic system of supporting services, and
  + A competitively-procured one-stop operator.
  + In collaboration with the CLEOs, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator,
* Determine the role and day-to-day duties of the one-stop operator,
* Approve annual budget allocations for operation of the American Job Center network,
* Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
* Leverage additional funding for the American Job Center network to operate and expand one-stop customer activities and resources, and
* Review and evaluate performance of the KentuckianaWorks Local WDA and one-stop operator.

**Local Workforce Development Board Staff**

Specific responsibilities include, at a minimum:

* Assist the CLEOs and the Local WDB with the development and submission of a single regional plan,
* Support the Local WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
* Provide operational and grant-specific guidance to the one-stop operator,
* Investigate and resolve elevated customer complaints and grievance issues,
* Prepare regular reports and recommendations to the Local WDB,
* Provide regional labor market information that can be used by employers and job seekers, and
* Oversee negotiations and maintenance of MOUs with one-stop Partners.

**One Stop Operator**

ResCare Workforce Services, through the Adult Career Services contract will employ two (2) Center Managers who will act as “functional leaders” at two of the American Job Centers: 1) the Comprehensive center at 600 W. Cedar in Louisville and 2) an affiliate center at 2900 W. Broadway in Louisville. As such, they will have the authority to organize and supervise 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 a separate contract between the KentuckianaWorks WDB and ResCare Workforce Services, will, at a minimum, perform the following duties. The chart also clarifies duties that the KentuckianaWorks Board does not require of the One-Stop Operator.

|  |  |  |
| --- | --- | --- |
| **Responsibilities of the OSO**  **(from TEGL 15-16)** | **What that Means at KentuckianaWorks** | **What that Does NOT Mean at KentuckianaWorks** |
| Coordinate integrated, seamless service delivery among required one-stop partners and service providers within the Kentucky Career Center (KCC) Services System | * Providing regional system design for services at all centers, including the comprehensive center. * Convening regular center partner meetings * Convening regular WIOA MOU partner meetings * Ensuring MOU commitments are met | * Running the centers or being located 100% at any center as the operations manager * Supervising partner employees * Providing customer-facing services |
| Coordinate required one-stop partners’ and service providers’ service delivery at career centers based on workforce needs of customers (jobseekers and employers) | * Ensuring that State requirements for center certification are met and maintained, * Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible, * Reinforcing strategic objectives of the KentuckianaWorks Local WDB to Partners * Facilitating agreements with all partners on common customer service standards in the centers * Providing direction and guidance on ways to meet customer needs at the centers * Serving as an “arbiter” for partners in allocating staff and resources to meet customer needs for career services * Overseeing customer service surveys to track results * Overseeing a referral system for all partners to encourage co-case management rather than duplication of services * Facilitating communication among all partners (in and out of the career centers) for the benefit of customers | * Running the centers or being located 100% at any center as the operations manager * Supervising partner employees * Providing customer-facing services |
| Ensure KCC center and mobile services staff and MOU partners have the necessary training and tools to provide expert services and deliver excellent customer service | * Working with partners to develop a Professional Development calendar with offerings relevant to all partners * Implementing regular professional development opportunities * Providing customer service training and assessments for all partners * Surveying and ensuring continuous improvement |  |

Additionally, the One Stop Operator will:

* Ensure that KentuckianaWorks Local WDB policies are implemented and adhered to,
* Adhere to the provisions outlined in the contract with KentuckianaWorks Local WDB.
* Manage fiscal responsibilities and records for the comprehensive center. This includes assisting the Local WDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

ResCare Workforce Services will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the Local WDB. KentuckianaWorks Local WDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

1. **PARTNERS**

Each Partner commits to cross-training of staff, as appropriate, to attending the professional development opportunities developed for the system by the One-Stop Operator and, when feasible, to provide other professional learning opportunities to all partners 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, policy development, 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 (KentuckianaWorks’ current referral system—KCC Connect—is offered as part of each partners’ MOU.)
* 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.

1. **RECIPROCAL SERVICES FROM THE KENTUCKIANAWORKS BOARD**

As a participant in the KCC system, partners are entitled to reciprocal services from the KentuckianaWorks Board. Partners may choose to elect to receive some, all or none of the following services:

* Invitations and participation in regular professional development training.
* System reporting through the KCC Connect Referral System
* Access to career center services for their customers, such as free workshops and training, per eligibility requirements
* Publication of their events and services through KentuckianaWorks electronic communications.
* Quarterly reporting of common measures performance, as available.
* Inclusion in career center events such as job fairs, resource fairs, etc.
* Inclusion in strategic planning for shared customer service delivery and partner integration methods.

1. **DATA SHARING**

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers.

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 all of 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.
* 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.

1. **CONFIDENTIALITY**

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 the following State laws and regulations:

* KRS 194A.060 and KRS 205.175 Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law.
* KRS 341.190(3) regarding use and disclosure of Unemployment Compensation records.
* 787 KAR 2:020 and KRS 151B.280(3) regarding OET-operated programs’ confidentiality of employment and service records which directly or indirectly identify a client or former client.
* KY Education Cabinet Policy EDU-05 regarding disclosure of security breach of computerized personal information data.
* KRS 61.870 - 61.884 regarding release of and access to confidential personal information.

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.

1. **REFERRALS**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. KentuckianaWorks has developed a referral system, available to all partners, called KCC Connect. While not required, it is highly recommended as a tool for referrals in the KentuckianaWorks workforce region and licenses will be provided to partners. As new referral systems are made available, they will be reviewed by the partners to determine the best referral approach. Whatever referral system is used, 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 KentuckianaWorks Local WDA American Job Center network,
* Develop materials summarizing their program requirements and making them available for Partners and customers,
* Work together to develop and utilize common intake, eligibility determination, assessment, and registration forms,
* Provide substantive referrals – in accordance with the KentuckianaWorks Local WDA Policy – 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.

1. **ACCESSIBILITY**

Accessibility to the services provided by the American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the KentuckianaWorks American Job Center network. 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. The centers will be reviewed every three years for ADA compliance and will make improvements as possible with funding allocated. 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 KentuckianaWorks WDB will work with the Kentucky Office of Career Development to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information 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 KentuckianaWorks WDB to post content through its website.

**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 American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained 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, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within the American Job Center network.

1. **OUTREACH**

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

* Overview and goals of a region-wide outreach plan
* Identification of key audiences and ways to best reach each audience
* Inventory of all communications vehicles currently used by partners
* Specific steps to be taken by each partner,
* A process for communication among partners.

1. **IMPASSE-DISPUTE RESOLUTION**

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

Dispute Resolutions will be handled following the policy already set for Louisville Metro Government and KentuckianaWorks. ***Note:*** Louisville Metro Government allows mediation, but arbitration is not allowed.

Subject to approval by the Local Workforce Development Board (LWDB) the design of the Impasse – Dispute resolution procedure will require the parties in conflict to first attempt to resolve all disputes regionally and informally.

Any party in conflict may call a meeting of all parties to discuss and resolve disputes. The design of the process will be established after the final rules and regulations of the Workforce Innovation and Opportunity Act (WIOA) are published and the LWDB has been established. The process will be established in the calendar quarter after both the WIOA final rules and regulations are published and the LWDB has been established.

In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, KentuckianaWorks will report the impasse to the Office of Career Development (OCD) as the MOU oversight agency, which will intervene with the parties to resolve the disputed issue(s).

This MOU is legally binding. Therefore, if all reasonable attempts by OCD to resolve any impasse are unsuccessful, it may be enforced in court.

1. **MONITORING**

The KentuckianaWorks WDB, 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.

1. **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.

1. **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 KentuckianaWorks WDB 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 KentuckianaWorks WDB or the one-stop operator.

1. **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.

1. **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.

1. **CERTIFICATION REGARDING LOBBYING**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section1352), 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.

1. **TERMINATION/SEPARATION**

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

1. All parties mutually agree to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that KCC operations cannot continue as specified herein and a new MOU must be negotiated.
3. WIOA regulations or statute is repealed.
4. Local area designations are changed.

**Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB. In such an event, the LWIB will provide written notice to all remaining partners and will amend this MOU per Article VIII. The termination of one or more partner’s participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.

**Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the KCC system and will not be permitted to serve on the LWDB as a KCC partner representative.

**Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CLEOS, and the remaining partners.

1. **DEBARMENT AND 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.

1. **PRIORITY OF SERVICE**

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.

1. **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.

1. **STEPS TO REACH CONSENSUS**
2. **Notification of Partners**

The KentuckianaWorks WDB 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.

1. **Kickoff Meeting**

The KentuckianaWorks WDB Chair (or designee) is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the KentuckianaWorks WDA 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 KentuckianaWorks WDB 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.

1. **Negotiations**

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the KentuckianaWorks WDB 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.

1. **Draft MOU**

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

1. **Review and Comment**

Within three (3) weeks12 of receipt of the draft MOU, all Parties must review and return feedback to the KentuckianaWorks WDB 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 KentuckianaWorks WDB Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

1. **Finalized Draft**

The KentuckianaWorks WDB 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 KentuckianaWorks WDB Chair (or designee) must ensure that the dispute resolution process is followed.

1. **AMENDMENT/MODIFICATION PROCESS**

This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:

1. The addition or removal of a partner from this MOU.

2. Removal or addition of program responsibilities for any partner that administers more than one federal program.

3. An extension of the effective ending date per Article II, Section B.

4. A change in the KCC Operator or Fiscal Agent or a change in the physical location of a KCC.

5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.

All parties agree that amendments for the reasons listed in Paragraphs 1 and 2 above need only be signed by authorized representatives of the LWDB, the CLEOS, and the affected partner(s). Amendments for the reasons listed in all other Paragraphs above or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the KentuckianaWorks that includes:

a. The requesting party’s name.

b. The reason(s) for the amendment request.

c. Each Article and Section of this MOU that will require revision.

d. The desired date for the amendment to be effective.

e. The signature of the requesting party’s authorized representative.

2. If the request is approved, KentuckianaWorks will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to KentuckianaWorks. Failure by a party to respond within the prescribed timeframe will be deemed that party’s approval of the proposed changes.

3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to KentuckianaWorks within the specified timeframe.

4. KentuckianaWorks will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If KentuckianaWorks deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.

5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to KentuckianaWorks for the final signature.

6. KentuckianaWorks will distribute copies of the fully executed amendment to all parties and to the Office of Career Development as the MOU oversight agency upon execution.

This writing constitutes the entire agreement among the parties with respect to each party’s role and responsibility in the Area’s KCC service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

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

Amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWDB, the CLEOS, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

1. **AGREEMENT PERIOD**

This MOU will be in effect from July 1, 2018, through December 31,2020, unless an extension is granted.

**26. RESOURCE SHARING/INFRASTRUCTURE FUNDING**

**Kentucky Career Center Resource Sharing/Infrastructure Requirements:**

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the KCC service delivery system must be described in this MOU.

2. The methodologies described herein must be allowable under each partner’s respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner’s type of organization. The MOU must identify:

a. The shared KCC costs.

b. The methodologies that will be used to determine each party’s proportionate “fair” share of those costs.

c. The methodologies that will be used to allocate each party’s fair share of costs across the cost categories.

d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

**Kentucky Career Center Operating Costs:**

1. The shared KCC operating costs, the projected cost amounts, and each party’s method of funding its fair share of those costs are identified in the Kentucky Career Center Budget Planning and Reconciliation Document, which is included as Attachment L to this MOU and hereby incorporated. The methodologies that will be used to determine each party’s fair share of KCC operating costs and to allocate each party’s fair share are as follows:

a. Identification of Shared Costs;

b. Shared Costs Budget;

c. Proportionate Share and Cost Allocation;

d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and

e. Resource Sharing Agreements.

**Program Costs/Services:**

1. Costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs’ governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.

2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:

a. Methodology to Determine Shared Service Costs: [Attachment I—Infrastructure Funding Agreement Cost Allocation Plan]

b. Treatment of Costs Chargeable to More than One Partner Program: [Attachment G]

D. **Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in the KCC Budget Planning and Reconciliation Document included as Attachment L will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners on a quarterly basis.

2. Updates to the KCC Budget Planning and Reconciliation Document will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWDB, the CLEOS and all affected partners. LWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.

3. Any time the KCC Budget Planning and Reconciliation Document is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified KCC Budget Planning and Reconciliation Document. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

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**MEMORANDUM OF UNDERSTANDING**

**FOR**

**KENTUCKIANAWORKS WORKFORCE DEVELOPMENT AREA**

**Kentucky Career Center Operations**

**Signature Pages**

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

***[Chief Local Elected Official]***

Greg Fischer, Mayor of Louisville Metro Government

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Printed Name & Title

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***[Chief Local Elected Official]***

Jerry Summers, Bullitt County Judge/ Executive

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***[Chief Local Elected Official]***

John Logan Brent, Henry County Judge/Executive

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***[Chief Local Elected Official]***

David Voegele, Oldham County Judge/Executive

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***[Chief Local Elected Official]***

Dan Ison, Shelby County/Executive

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***[Chief Local Elected Official]***

John Riley, Spencer County Judge/Executive

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***[Chief Local Elected Official]***

Todd Pollock, Trimble County, Judge/Executive

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***[LWDB Chairperson]***

Tony Georges, KentuckianaWorks Board Chair and Human Resources Director, UPS – Air Region

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***Kentucky Adult Education***

Reecie Stagnolia, Vice President

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***Louisville Metro Department of Resiliency and Community***

***Services***

Eric Friedlander, Acting Director of Resiliency and Community Services

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***Louisville Metro Housing Authority***

Lisa Osanka, Executive Director

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***Jefferson Community & Technical College***

Dr. Ty Handy, President

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***Office of Vocational Rehabilitation and Office for the Blind***

Cora McNabb, Executive Director

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***Cabinet for Health and Family Services***

Kristi Putnam (CHFS DCBS)

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**Kentucky Career Center Operations**

**Signature Pages**

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

***Louisville Urban League***

Sadiqa Reynolds, President & CLEOS

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**Kentucky Career Center Operations**

**Signature Pages**

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

***Kentucky Office of Career Development***

Ray Leathers, Commissioner

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**Kentucky Career Center Operations**

**Signature Pages**

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

***KentuckianaWorks***

Michael B. Gritton, Executive Director

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**Kentucky Career Center Operations**

**Signature Pages**

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

***Whitney M. Young Jr. Job Corps******Center***

Woody Allen, Director

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**Kentucky Career Center Operations**

**Signature Pages**

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

***YouthBuild Louisville***

Lynn Rippy, Executive Director

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**Kentucky Career Center Operations**

**Signature Pages**

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

***Native American Employment Program***

Kerry Jevsevar, Program Director

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**Kentucky Career Center Operations**

**Signature Pages**

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

***Goodwill Industries of Kentucky***

Amy Luttrell, President

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Signature Date

**Kentucky Career Center Operations**

**Signature Pages**

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

***Office for the Blind***

Cora McNabb, Director, Office of Vocational Rehabilitation

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