

West Kentucky Memorandum of Understanding

State	Kentucky
Local Workforce Development Area (LWDA)	West Kentucky
Local Workforce Development Board (LWDB)	West Kentucky Workforce Board (WKWB)
One-Stop Operator (OSO)	Purchase Area Development District (PuADD)
Direct Services Provider (DSP)	Purchase Area Development District (PuADD)
Fiscal Agent/Sub-Recipient	Pennyrile Area Development District (PeADD)
Chief Local Elected Officials (CLEO)	Todd Cooper, Ballard County Judge Executive Steve Tribble, Christian County Judge Executive
Comprehensive American Job Center # 1	Hopkinsville
Comprehensive American Job Center # 2	Paducah
Affiliate American Job Center # 1	Madisonville- Job Net
Affiliate American Job Center # 2	Muhlenberg - Career Advancement Center
Local Workforce Development Board Website	www.wkworkforce.work

Memorandum of Understanding under WIOA

Under the Workforce Innovation and Opportunity Act (WIOA), the Memorandum of Understanding (MOU) serves as a critical mechanism towards ensuring that the roles and responsibilities of the entities involved with the Commonwealth's workforce system are well-defined and mutually agreed upon by the signatories for the successful operation of the integrated service delivery system of the One Stop System in each local workforce area.

Per WIOA Section 121(b)(2)(A), all entities that participate in a local area's workforce delivery system as partners, whether required or additional, must be Parties to the MOU and must abide by the terms negotiated, prescribed and by applicable federal, state, and local statutes, regulations, policies, plans, and grant agreements as applicable and authorized under each partner's program and in keeping with federal guidelines.

Legal Authority

The WIOA sec. 121(c)(1) requires the Local Board, with the agreement of the CLEO, to develop and enter into the 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 WIOA; 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), the 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 and described in TEGL 16-16 One Stop Operations Guidance for the American Job Center Network (AJCN), and TEGL 17-16 Infrastructure Funding of the One Stop Delivery System.

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Memorandum of Understanding

This MOU is executed between the West Kentucky Workforce Board, the Kentucky Career Center Partners (Partners), and the CLEO; they are collectively referred to as the "Parties" to this MOU (as listed in Attachment A).

This MOU is negotiated and developed by the Parties to confirm the understanding of the Parties regarding the operation and management of the four area Kentucky Career Center (KCC) American Job Center (AJC) one-stop career center locations (2 comprehensive and 2 affiliate centers) in the West Kentucky Workforce Board Area (Local WDA). In essence, local negotiation is the planning process and the actual MOU is the blueprint for how the local area one-stop system (KCC locations) will operate, provide services and share the infrastructure system costs. The WKWB provides local oversight of workforce programming for the West Kentucky WDA.

The WKWB, with the agreement of the CLEO, has (competitively) procured and selected PuADD as the One-stop operator (OSO) for the West Kentucky Local WDA, as further outlined in the One-Stop Operator section.

The WKWB, with the agreement of the CLEO, has (competitively) procured and selected the PuADD as the WIOA Direct Services Provider (DSP) for the West Kentucky Local WDA, as further outlined in the Direct Services 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 KCC's of the West Kentucky WDA or AJC locations. The Parties to this MOU agree that joint funding is a required essential foundation for an integrated service delivery system and necessary to maintain the local areas high-standard AJCN.

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 participants, job seekers and business customers, as well as to the overall West Kentucky region.

Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers. The West Kentucky region seeks to establish an integrated system, where the goal is to create a unified structure and process of proactive, transparent, and effective services for participants and job seekers and provide business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the West Kentucky WDA create a seamless, customer-focused network that aligns service delivery and enhances access to program services to fulfill the requirements of implementing an integrated AJCN. These partnerships will reduce administrative burden, duplication of services and costs, and increase customer access and performance outcomes at the KCC.

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System Structure –

American Job Centers – Kentucky Career Centers (KCC),

The West Kentucky WDA has four American Job Centers, also known as KCC, that are one-stop centers designed to provide a full range of assistance to program participants, job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by WIOA, the KCCs offer a comprehensive array of onsite, off site and virtual services designed to match talent with opportunities.

Current Career Center Locations with multi-partner agencies:

Kentucky Career Center - Hopkinsville - American Job Center (Comprehensive)

Operating Hours -	Mon & Tues - 7:30 a.m. - 5:00 p.m. ; Wed & Thurs - 7:30 a.m. - 4:30 p.m. ; Friday 7:30 a.m. - Noon		
Phone:	270-889-6509	Address:	110 Riverfront Drive
Website:	kcc.ky.gov		Hopkinsville, KY 42240

Kentucky Career Center - Paducah - American Job Center (Comprehensive)

Operating Hours -	Mon & Tues - 7:30 a.m. - 5:00 p.m. ; Wed & Thurs - 7:30 a.m. - 4:30 p.m. ; Friday 7:30 a.m. - Noon		
Phone:	270-575-7000	Address:	416 South 6th Street
Website:	kcc.ky.gov		Paducah, KY 42001

Kentucky Career Center Madisonville (Job Net) - American Job Center (Affiliate)

Operating Hours –	Monday- Friday 8:00 a.m. – 4:30 p.m.		
Phone:	270-821-9966	Address:	755 Industrial Road
Website:	kcc.ky.gov		Madisonville, KY 42431

Kentucky Career Center - Muhlenberg - American Job Center (Affiliate)

Operating Hours –	Mon- Thurs. 8:00 a.m. – 4:30 p.m.; Adult Ed Evening Hours) Fri 8:00 a.m. - Noon		
Phone:	270-338-5939	Address:	50 Career Way
Website:	kcc.ky.gov		Central City, KY 42330

General Scope

This MOU describes the commitment of the WIOA partners to provide the required integrated delivery of federally-funded workforce services in the local area, at the KCC centers identified in this MOU physically, virtually, or through referrals by the partners identified in Attachment A and as represented in Attachment B. The Local Workforce Development Boards (LWBD) are required to establish, operate, and oversee the KCC (one stop service delivery) system. The WKWB is also responsible for describing the activities and functions of the KCC delivery system, and prescribing guidelines for carrying out these responsibilities in the Local and Regional WIOA plan.

Purpose

The purpose of this MOU is to define the roles and responsibilities of each partner, as mutually agreed by the Parties, of the KCC. It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship among the agencies as they relate to the planning and implementation of KCC services, obligations, and responsibilities under WIOA. The WKWB and partners enter into the agreement with the following general objectives to:

1. Implement the vision for the regional one-stop delivery system;
2. Determine the amount of contribution by each partner for infrastructure and shared system costs to support the one-stop delivery system;
3. Establish procedures and tracking methods for referrals between partners;
4. Provide assurance of physical and programmatic accessibility, specifically addressing adults, individuals with disabilities, dislocated workers, youth and individuals with barriers to employment;
5. Explain data sharing methods between partners at the local level to measure achievement of performance goals;
6. Describe the process by which disputes will be resolved; and
7. Identify the manner in which this agreement may be amended, modified and renewed.

WIOA requires the LWDB along with the Chief Local Elected Officials to develop and enter into a MOU with all WIOA Required Partners, and sign the agreement with all entities that serve as partners in the KCC delivery system. WIOA requires that each partner program must have their services available through the KCC delivery system; other programs that are not required in WIOA may still participate as additional partners in the KCC delivery system.

This MOU sets forth agreements for creating cooperative working relationships among the mandatory KCC partners and the WKWB, who agree to abide by these terms while complying with regulatory and statutory provisions of the WIOA, guidance and other applicable laws. Each partner agency's authorizing legislation and governing statutes take precedence over policies and procedures developed by the WKWB for the local delivery system.

Commitment to Partnership

Under the oversight umbrella of the WKWB, the Partners jointly agree through the negotiation, approval and signature on this MOU/IFA document to continue to support the KCC, the vision and guiding principles of WIOA, and to operate within, and comply with, the regulatory and statutory provisions of WIOA, federal and state guidance and other applicable laws. The Agencies agree to support the vision, mission, and strategic goals set forth by the WKWB and CLEO for the local Workforce Development System in the local plan as required under WIOA. To accomplish the goals, the partners agree to work together to strengthen and improve the one stop system, aligned and designed to focus on the customer needs and high quality service.

Vision for the System

This MOU supports the vision of WIOA. The system will ensure collaboration among education, workforce, economic development and required partners as they provide program participants with the ability to move along their chosen career pathways, leading to high paying jobs in growing sectors of the regional economy that offer long-term opportunities for stable employment and ultimately assist businesses to be competitive in a global economy.

West Kentucky Workforce Board Mission and Vision

The WKWB serves, as a liaison between employers in the business, industry, and public sector and individuals in order to make workforce needs known. The WKWB also promotes and provides tactics to motivate individuals to continue their education and improve their work skills. It is also our intent to encourage and assist in the development of new training programs to benefit the region's workforce. The WKWB conducts planning, oversight, and analysis of local workforce development programs through the local Career Centers. We strive to promote the region's availability of qualified workers by matching efforts and activities with economic development goals.

The mission of the WKWB is to provide an integrated system of quality employment information and training services to businesses and individuals through staffing and technology utilizing accessible KCC service sites.

Strategic Goals

Partner agencies will work to align services, meet the strategic goals of the WIOA plan, and best serve the needs of the West Kentucky region. Partner representation and commitments listed in Attachment B and C.

Parties to Agreement

See Attachment A. Attachment B shows the schedule and representation in the KCC.

MOU Development

Steps to Reach Consensus

Notification of Partners

The WKWB (or designee) will notify all Parties that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

Kickoff Meeting

The WKWB (or designee) is responsible for convening the required and optional AJC Partners and formally kick-off MOU negotiations; and to ensure that, at a minimum, all AJC Partners from all centers within the Local 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 all steps to be conducted in good faith and in an open and transparent environment.

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

Negotiations

Over the course of the four (4) weeks following the formal kickoff meeting, Partners will submit all questions, concerns, and relevant documents to the WKWB (or designee) to begin the drafting of the MOU/IFA. During this period, 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.

Draft MOU

Within six (6) weeks of the kickoff meeting, the WKWB (or designee) will email a revised draft of the MOU to all Parties.

Review and Comment

Within three (3) weeks of receipt of the draft MOU, all Parties should review and return feedback on drafts to the WKWB (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 WKWB (or designee) to ensure all Career Center Partners and Parties to the MOU are aware of the comments and revisions that have been suggested and are needed.

Finalized Draft

The WKWB (or designee) will circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of final feedback. The West Kentucky KCC MOU will be considered fully executed once all signatories have reviewed and signed. The MOU may be signed in counterparts, meaning each signatory can sign a separate document as long as the WKWB (or designee) acquires signatures of each party and provides a complete copy with each party's signature to all the other Parties. Once all signatures have been received, a signed copy will be returned to all Parties.

If determined that there is non-consensus and a Partner Agency is unwilling to sign the MOU, then the WKWB (or designee) must ensure that the dispute resolution process is followed to attempt to reach consensus. If those initial attempts fail, and an impasse is reached, the Governor (or his/her designee) the Department of Workforce Investment, will be contacted to resolve the dispute.

Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to reach an agreement necessary to execute the MOU. (Note: This is separate from the WKWB Customer Grievance and Complaint Management Policy.)

A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is unable to be resolved among the Parties. It is the responsibility of the WKWB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved to reach consensus. Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in Local negotiations, in a good faith effort, to reach an agreement. The Impasse-Dispute Resolution shall consist of a three –tiered process. Any disputes shall be attempted to be resolved informally, 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.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the WKWB Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days following the receipt of the finalized draft.
3. Second, the Workforce Development Board, as the responsible entity for the oversight of the KCC, will moderate if the issue was not resolved through open communication between the involved parties. The WKWB Chair (or designee) shall place the dispute on the agenda of a special meeting of the Executive Committee. Management of each party involved in the dispute agrees to meet with the Executive Committee of the Workforce Development Board. The Executive Committee shall attempt to mediate and resolve the dispute.
4. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
5. The WKWB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.
6. If the parties involved are still in dispute and consensus cannot be reached, the Governor (or his/her designee, the Department of Workforce Investment) will be contacted to resolve the issues per the state process. DWI will preside over the third tier of the process, with the decision being final. All parties have termination rights, as identified in this Memorandum of Understanding.

Modification Process

Notification

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

Discussion/Negotiation

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

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and/or is met with opposition, the WKWB (or

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designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

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

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

Signatures

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

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

Termination

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

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

A party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above. In the event of termination, the Parties to the MOU must convene within thirty (30) days after notification to discuss the formation of the successor MOU. At that time, allocated costs/IFA must also be addressed. All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Terms and Conditions

KCC Programs, Services and Activities

At a minimum, all KCC Partners will make the required One Stop Services (below) available, as applicable to the program, consistent with and coordinated to meet the requirements of the WIOA ; Final Rule, and in Federal guidance TEGL 16-16 as a part of the AJCN system. The Parties to this agreement will collaborate to ensure that all KCC in the West Kentucky region are high-performing work places with staff who will ensure quality of service. Each agency agrees to promote, provide, refer and/or link customers to the following career services as defined by WIOA; additional services may be provided on a case-by-case basis at the KCC and with the approval of the LWDB and the CLEO.

BUSINESS SERVICES

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

JOB SEEKER SERVICES

Basic Career Services

- Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system
- Initial assessments of skill level(s), aptitudes, abilities and supportive service needs

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- In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)
- Access to employment opportunity and labor market information
- Performance information and program costs for eligible providers of training, education, and workforce services
- Information on performance of the Local workforce system
- Information on the availability of supportive services and referral to such, as appropriate
- Information and meaningful assistance on Unemployment Insurance claim filing
- Determination of potential eligibility for workforce Partner services, programs, and referral(s)
- Information and assistance in applying for financial aid for training and education programs not provided under WIOA

Individualized Career Services

- Comprehensive and specialized assessments of skills levels and service needs
- Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals
- Referral to training services
- Group counseling
- Literacy activities related to work readiness
- Individual counseling and career planning
- Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance
- Work experience, transitional jobs, registered apprentice-ships, and internships
- Workforce preparation services (e.g., development of learning skills, punctuality, interviewing skills, communication skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for Unsubsidized employment or training

Training

- Occupational skills training through Individual Training Accounts (ITAs)
- Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
- On-the-Job Training (OJT)
- Incumbent Worker Training
- Programs that combine workplace training with related instruction, which may include cooperative education
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
- Other training services as determined by the workforce partner's governing rules.

Follow-Up

- Post-employment follow-up services and support

YOUTH SERVICES

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

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all four (4) American Job Centers are high-performing KCC locations with staff who will ensure quality of service. See Attachment B for Partner Representation schedule by location.

All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973 and KRS 341.190, 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 Non-discrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603) and KRS 341.190, as amended ,
- 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, participate and support the KCC in developing and streamlining service delivery protocols for the required one stop services outlined in the KCC Programs, Services and Activities 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 is and shall remain the property of the purchaser after the termination of this agreement.

Chief Local Elected Officials (CLEO)

The CLEOs for the West Kentucky Local WDA will, at a minimum:

- In Partnership with WKWB and other applicable KCC 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 LWDBs and their Partners, and that incorporates plans for each of the local workforce areas in the planning region,
- Approve the WKWB budget and workforce center cost allocation/infrastructure plan,
- Approve the selection of the OSO and DSP following the competitive procurement process, and
- Coordinate with the WKWB to oversee the operations of the West Kentucky WDA, the DSP and the KCC (AJCN) sites with the region.

West Kentucky Workforce Board (WKWB)(Local WDB)

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

- In partnership and collaboration with the CLEO and other applicable Partners within the Local WDA and planning region, develop and submit a Local and Regional plan that includes a description of the activities that shall be undertaken by the LWDB and its Partners, and that aligns its strategic plan, local and regional vision, goals, objectives, and workforce-related policies to the regional plan, state plan and regional economy,
- In partnership with the CLEO 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 cooperation with the CLEOs and the other LWDBs within the regional area, design and approve the KCC (AJCN) structure to meet regional needs.

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) to allow for customer choice,
- A holistic system of supporting agencies and services,
- Determine the role and day-to-day duties of the one-stop operator,
- Obtain one or more competitively procured DSP and OSO.
- In collaboration with the CLEO, designate through a competitive process, to procure, oversee, monitor, implement corrective action, and, if applicable, terminate the OSO(s),
- Oversee and prepare budget allocations for operation of the AJCN,
- Assist the OSO with recruiting additional KCC operational Partners and assist in the negotiating and preparation of MOU/IFAs with both current and new KCC Partners,
- Leverage additional funding for the KCC to operate and expand customer activities and resources,
- Negotiate local performance accountability measures, oversight and preparation of strategic planning, budgets, and OSO oversight (including monitoring),

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- Review and evaluate performance of the WKWB DSP and the OSO.

Local Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the CLEO and the WKWB with the development and submission of local and regional plans,
- Support the WKWB 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 WKWB DSP and OSO,
- Investigate and resolve elevated KCC customer complaints and grievance issues,
- Prepare regular reports and recommendations to the Local WDB, and
- Assist in negotiations and maintenance of MOUs/IFAs/KCC budgets with one-stop Partners.

One-Stop Operator (OSO)

The OSO will coordinate with the DSP, Partners and KCC Center Managers. As such, they will have the authority to help organize and coordinate KCC staff, in order to optimize and streamline integrated, seamless service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record.

The OSO must help coordinate the service delivery of the WIOA DSP, participating one-stop partners and DSP. KCC are "one-stop" access points for services available in the WIOA system and with the support of partner agencies, WIOA can further enhance the high quality of the AJCN system by continuing to align investments in education, workforce and the local economy to regional high-demand jobs.

The OSO role shall:

- Establish regular method of communication with all partners and front-line staff.
- Oversee KCC certification process in each of the current comprehensive and affiliate career center sites for those sites who wish to seek certification.
- Convene a minimum of four (4) meetings per year of mandated partners to support the MOU implementation.
- Develop meeting agendas in consultation with the WKWB staff and provide meeting notes.
- Recommend actions to the WKWB for continuous improvement of the KCC.
- Seek and encourage other service partners to join centers who are not located at the sites in order to offer additional services.
- Manage available technology resources of the KCC, to utilize these resources to their greatest potential, including the assurance of all technology being operable.
- Maintain the ability to adapt, capacity to grow, and expand for growth to new populations and new funding at the centers.
- Manage daily operations of physical structure, utilities, and staff workspace to provide an acceptable working environment at the KCC.
- Manage KCC hours of operation.
- Notify the WKWB of KCC resource room needs.
- Provide and maintain safety and security plans and organize appropriate safety drills.
- Maintain a standard operations manual for the partners' reference.
- Assist in the implementation of local WKWB policy and goals.
- Contribute to or provide reports as requested by the WKWB.
- Assist in resolving any customer complaints, problems or other issues at the Career Center.

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- Assure that basic services are available and operable: technology, resource room equipment, phones, etc.
- Adhere to federal, state, and local WKWB policies.

The OSO cannot establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services. They cannot manage or assist in future competitive processes for selecting operators or select or terminate OSO, DSP, or Youth providers.

The OSO will not assist in the development, preparation and submission of Local plans. The OSO cannot negotiate local performance accountability measures or develop and submit budgets for activities of the WKWB.

WIOA Direct Service Provider (DSP)

The WIOA DSP will coordinate with the OSO, Partners, and Career Center Managers to deliver direct participant career and workforce services (Adult, Dislocated Worker, Youth, Trade, Rapid Response and assist with Business Services) to job-seeking customers and employer/business customers primarily through the KCC (comprehensive career centers, affiliate career centers, access points or other service outlets) throughout the region. The DSP role shall be the following, at a minimum:

- Collaborate with the KCC partners to bring integrated services to the KCC. Provide leadership and coordination for the integration of partner services into the KCC system.
- Improve customer access to the KCC partner services and strive to streamline services and minimize duplication.
- Work with the WIOA youth services providers to familiarize youth with the full array of KCC services and determine appropriateness of co-enrollment, particularly for out-of-school youth prioritized under WIOA.
- Provide direct eligibility, referrals, and services for customers utilizing the centers based on the requirements of WIOA and any other funding sources available.
- Collaborate with other pertinent organizations in the community to meet the needs of customers.
- Work with the Board to implement workforce development system initiatives and specific grant activities.
- Meet or exceed all WIOA performance measures included in WIOA and its regulations. Under WIOA, these performance measures are more important than ever as they not only inform Congress and federal agencies, but they are factored into initial certification and re-certification of the local areas and one-stop designation.
- Collect and analyze appropriate data for quality assurance, continuous improvement and reporting purposes. Facilitate the sharing and maintenance of data.
- Implement processes and schedules for reviewing and analyzing performance data internally and with Board staff and partners, identifying areas to target for improvement, diagnosing causes of failure to meet performance standards, planning changes to improve performance, implementing changes and monitoring the results.
- Coordinate staff services and expertise with all on-site multi-partner agencies in program utilization, outcomes, customer satisfaction and cost effectiveness.
- Be prepared to modify staffing/organization to provide additional services from WIOA or non-WIOA sources. This may include staffing numbers, method of delivery and numbers served.

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- Utilize the most current and performance focused method of career assistance coaching/case management in their day-to-day activity.

The DSP cannot establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services.

Partner Agencies

The Partner Agencies will strategically work to support workforce development system integration and maximize connections among job seekers, workers, businesses, and employers. Each agency in signing agrees to: actively support the KCC as described in the MOU; educate and cross-train KCC staff, as appropriate, to provide appropriate referrals; provide other professional learning opportunities for staff; and promote continuous quality improvement of KCC services. See Attachment C for other Agency commitments.

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 of KCC,
- The use of state required KCC common intake, assessment, referral, and case management processes,
- The use of common and/or linked KCC data management systems and data sharing methods, as appropriate,
- Leveraging of resources, when available, including other public agency and non-profit organization services,
- Participation in the KCC certification and continuous improvement process, as agreed upon by KCC partners and designed to boost KCC outcomes and increase customer satisfaction, and
- Participation in regularly scheduled KCC Partner meetings, to exchange information in support of the above and encourage integration within the KCC.

Data Sharing

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

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 federal and state guidance as well as state KCC policies and procedures (located on the KCC Team of Experts site) regarding the safeguarding of PII.

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- 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 & KRS 341.190.
- 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 AJCN 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 KCC and Partner staff will be knowledgeable of the federal, state, and KCC policy on the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

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

Each Party will ensure that the collection and use of any information, state case management systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the KCC programs and activities as described 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 of the KCC 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 Partner's performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate state or program data sharing agreements will be used and required state or system 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, and KRS 341.190 as amended, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

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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.

Referrals

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Local WDA,
- Review/update materials summarizing their program requirements and making them available for Partners and customers, as needed,
- Utilize the KCC required common intake, eligibility determination, assessment & registration,
- Provide referrals to Partner services for customers who need additional wrap around services and could be eligible for supplemental/complementary services and benefits under KCC partner programs,
- Assist partners in the regular evaluation of ways to improve the KCC service and referral process, including the use of KCC customer satisfaction surveys,
- Commit to active ongoing communication required for an effective referral process, and good customer service,
- Commit to actively follow up on the results of referrals and assure that Partner resources are being leveraged at an optimal level, and
- Commit to Accessibility of services referred to and provided by/in the KCC.

Accessibility

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

Physical Accessibility

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

Virtual Accessibility

The WKWB will work with the KWIB (State WDB) to ensure that job seekers, participants and businesses have access to the same information online as they do in a physical facility.

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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 on websites, social media or virtual presence 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 KCC to post content through the KCC's website and/or social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities.

- All Partners agree that they will provide reasonable accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

- Partners must assure that they have policies and procedures in place to address these issues, and that the 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 KCC compliance monitoring that is conducted at the Local level to ensure that all KCC programs, services, technology, and materials are physically and programmatically accessible and available to all.
- Additionally, staff will be able to provide accessible KCC 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 technology stations or devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices will be available at KCC to ensure physical and programmatic accessibility of services.

KCC System Outreach

The WKWB and its Partners will develop, implement and/or update the strategic outreach plan for the KCC that will include, at a minimum:

- Review of specific outreach already in place by each partner,
- Leveraging/use of any statewide outreach materials relevant to the region,
- Improvement of outreach and recruitment plan to the region's participants, workers and job seekers, including targeted efforts for populations most at-risk or most in need,
- Targeted outreach and recruitment plan for out-of-school youth and young adults,
- Review of the Business Services Team (BST) outreach plan to reach the region's employers and human resources professionals,

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- Targeted plan to connect jobseekers to the BST, registered apprenticeship, sector strategies and career pathways,
- Messaging plan for internal audiences,
- Regular use of social media outreach, content and websites, and
- Develop a comprehensive KCC outreach toolkit for the KCC Partners with clear outreach objectives and outline the expected recruiting outcomes.

Monitoring

The Local WDB, or its designated entity, with 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 monitoring at KCC to ensure that:

- Federal awards are used for authorized purposes and are 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,
- KCC Outcomes are assessed and analyzed periodically to ensure that required state 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 annual KCC fiscal, accessibility and programmatic monitoring to be conducted by state, and other entities upon notification as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- (i) Political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
- (ii) Sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (iii) The physical or mental disability of a qualified individual with a disability.

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

Indemnification/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

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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, or for the consequences of any act or omission of any third party. The parties acknowledge the WKWB and the OSO 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 WKWB or the OSO.

Drug and Alcohol-free Workplace

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

Certification Regarding Lobbying

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

Debarment and Suspension

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

Priority of Service

All Parties certify that they will adhere to all DOL and state statutes, regulations, policies, guidance and plans regarding priority of service in the KCC 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. KCC Partners will target recruitment of special populations that receive a focus for KCC services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

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.

Effective Period

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

One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the KCC AJCN in the West Kentucky WDA.

The Parties to this MOU agree that WIOA states that joint funding of the KCC is a necessary foundation for an integrated service delivery system. The goal of the operating budget and Infrastructure Funding Agreement (IFA) is to develop a KCC funding mechanism that:

- Establishes and maintains the Local career center and workforce delivery system at a level that meets the needs of the job seekers, participants and businesses in the WKWB area,
- Reduces duplication of services and maximizes program impact through the sharing of data, services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing various infrastructure, financial, procurement, and facility costs, for co-located required partners, and
- Ensures that costs are appropriately shared by Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received for those not co-located, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the KCC master budget that is necessary to maintain the West Kentucky KCC locations network. It includes the following cost categories, as required by WIOA and its implementing regulations:

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

All KCC costs must be included in the MOU/IFA, allocated according to Partners' proportionate use and the relative benefits received for those not co-located, and reconciled on a quarterly basis against actual costs incurred, and adjusted accordingly. The annual operating budget is expected to be transparent and will be negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners should negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Cost Reconciliation and Allocation Base Update

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

All Parties and KCC Partners will provide the WKWB Fiscal Agent with the following cost reconciliation information no later than thirty (30) days after the end of each quarter, as applicable:

- Quarterly "actual" cost information and documentation for reconciliation,
- Updated staffing information (per the 1st day of the 1st month of each quarter),
- Updated space usage in the KCC (if applicable), and
- Actual customer participation numbers (per the last day of the last month of each quarter).

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Upon receipt of the above actual cost information, the Local WDB Fiscal Agent will:

- Compare budgeted costs to actual costs,
- Update the allocation bases, and
- Apply the updated allocation bases, as described in the IFA and [Cost Allocation](#) section, to determine the actual costs allocable to each partner.
- Prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.

The WKWB staff will prepare an updated KCC budget/IFA reconciliation document showing the actual cost (and any adjustments) against budgeted costs for each quarter and send to all applicable Parties.

The WKWB staff will submit the updated budget document to the Partners and all Parties no later than forty-five (45) days after the end of each quarter for review. The Partners understand that the timeliness of the Local WDB's submission of reconciliation is contingent upon the timeliness of each Partner in providing the necessary cost information.

Upon receipt of the reconciliation and updated budget from the WKWB, each Partner will review the documents and submit a plan to reconcile through purchasing additional supplies for the center or providing extra services for the next quarter. Partners will communicate any disputes, changes or corrections to the adjusted budget to the WKWB Fiscal Agent in writing. The Fiscal Agent will review the information and respond accordingly to the Parties, Partners and WKWB within fifteen (15) days of receipt of any notice of disputed costs or corrections. When necessary, the WKWB Fiscal Agent will revise the adjusted budget upon resolution of any discussion and provide to the partners.

Cost Allocation Methodology

The requirements that govern infrastructure costs apply to each one-stop center in the local delivery system, whether the center is a comprehensive, affiliate, or specialized one-stop center.

The required one-stop partners, per WIOA must provide access to their programs in the comprehensive one-stop centers, and contribute to the infrastructure costs of those centers. Only those one-stop partners that participate in the affiliate one-stop centers are required to contribute to the infrastructure costs for those centers. All Partners in the West Kentucky WDA that are physically co-located in the KCC(s) as outlined in the MOU/IFA section, will be included in the cost allocation, whether required or voluntary.

All required one-stop partners, must contribute to the infrastructure cost funding of the comprehensive one-stop centers based on the proportionate use and relative benefit received whether co-located or not. The exception includes Native American programs (described in WIOA sec. 166), as they are per 12/27/16 guidance "strongly encouraged to contribute to infrastructure costs, but they are not required to make such contributions" under WIOA.

As with MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

Relative benefits received refers to the fact that even if a partner is not physically co-located within the American Job Centers, if an agency's customers use the KCC network to access services such as:

- Using resource room computers to file UI claims, conduct work searches, and communicate with off-site program staff,
- Using resource room staff assistance for the above services and for general information,
- Using other resource room equipment such as copiers, scanners, fax machines, or assistive technology for individuals with disabilities,
- Obtaining labor market information,
- Attending reemployment workshops, and
- Filing grievances or appeals, etc.

These services are utilized in direct benefit of the programs and in support thereof, and will therefore, be proportionately paid by the agency. Partners/programs linked virtually through online services or who have access to a program staff member via American Job Center resource rooms, receive benefits from the center through cross-trained front desk staff and other physically co-located partner staff who can provide information and referrals.

The West Kentucky WDB in coordination/cooperation with partners, will review, discuss and agree on the selection of different allocation bases, as appropriate, based on the types of infrastructure costs—as outlined in the IFA (Attachment D) to determine equitable overall Partner contributions and Relative benefits received. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received. (per TEGl 17-16)

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases must be completed in accordance with the WIOA law, regulations and guidance for the one stop system. (Per TEGl 16-16 & TEGl 17-16)

Infrastructure Funding Agreement

American Job Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the American Job Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws, regulations, guidance and the Uniform Guidance.

All Parties agree that the cost allocation methodology for this IFA will be negotiated and agreed upon by all partners.

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach an agreement.

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the Steps to Reach Consensus section of the MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget/IFA.

The Impasse-Dispute Resolution shall consist of a three-tiered process. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Dispute Resolution section of the MOU will be followed. If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, and resolution of the dispute goes to the Governor or their designee, the Department of Workforce Investment, will preside over the third tier of the process, with the decision being final. In the event an impasse is declared, the State Funding Mechanism (SFM) is triggered.

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the WIOA law, regulation and guidance as described in the process listed.

All Parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the IFA- Attachment D.

Modification Process

All Parties agree to abide by the process for modification, as outlined in the MOU.

IFA Execution

The attached IFA (see Attachment D) becomes effective as of the date of signing of the MOU by the final signatory.

Effective Period

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

West Kentucky MOU Signature Pages

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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

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

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

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

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

Signature

Date

Printed Name and Title

Agency Name

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

☒

The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

☒

The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

- a) In three (3) years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2022, whichever occurs earlier.

Signature

Date

Josh Benton, Deputy Secretary

Printed Name and Title

**Department of Workforce Investment,
Kentucky Education and Workforce Development Cabinet**

Agency Name

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

☒

The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

☒

The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

- d) In three (3) years,
- e) Upon amendment, modification, or termination, or
- f) On June 30, 2022, whichever occurs earlier.

Signature

Date

Cora McNabb, Executive Director

Printed Name and Title

**Office of Vocational Rehabilitation, Department of Workforce Investment,
Kentucky Education and Workforce Development Cabinet**

Agency Name

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

☒

The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

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The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

- g) In three (3) years,
- h) Upon amendment, modification, or termination, or
- i) On June 30, 2022, whichever occurs earlier.

Signature

Date

Reecie Stagnolia, Executive Director

Printed Name and Title

**Office of Adult Education, Department of Workforce Investment,
Kentucky Education and Workforce Development Cabinet**

Agency Name

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

☒

The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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

☒

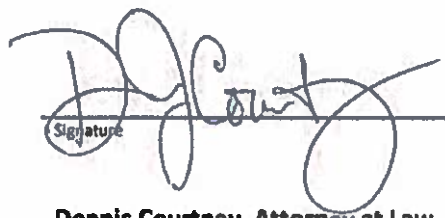
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- c) On June 30, 2022, whichever occurs earlier.



Signature

5/14/2019

Date

Dennis Courtney, Attorney at Law

Printed Name and Title

Chairman

West Kentucky Workforce Board

Agency Name

dcourtney@murray-ky.net

(270) 759-3175

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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- f) On June 30, 2021, whichever occurs earlier.



06/29/2018

Dennis Courtney, Attorney at Law

Printed Name and Title

Chair

West Kentucky Workforce Board

Agency Name

dcourtney@murray-ky.net

(270) 759-3175

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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The MOU

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Signature

5/14/2019

Date

~~The Honorable Steve Tribble, Christian County Judge Executive~~

Printed Name and Title

Chief Local Elected Official

Christian County, Kentucky

Agency Name

cist@hopkinsville.net

(270) 887-4100

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

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Signature

06/29/2018

Date

The Honorable Steve Tribble, Christian County Judge Executive

Printed Name and Title

Chief Local Elected Official

Christian County, Kentucky

Agency Name

cjst@hopkinsville.net

(270) 887-4100

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

☒

The MOU

☒

The Operating Budget & The Infrastructure Funding Agreement (IFA)

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- k) Upon amendment, modification, or termination, or
- l) On June 30, 2022, whichever occurs earlier.

Todd Cooper
Signature

5/14/2019

Date

The Honorable Todd Cooper, Ballard County Judge Executive

Printed Name and Title

Chief Local Elected Official

Ballard County, Kentucky

Agency Name

bciudge@brtc.net (270) 335-5176

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Sheila A. Clark,
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

☒

The MOU

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The Operating Budget & The Infrastructure Funding Agreement (IFA)

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- c) On June 30, 2022, whichever occurs earlier.

Signature



6/11/2019

Date

Sheila A. Clark, Director

Printed Name and Title

West Kentucky Workforce Board

Agency Name

**300 Hammond Drive
Hopkinsville KY 42240
Phone 270-886-9484**

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Sheila A. Clark
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ☒ The MOU
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- c) On June 30, 2021, whichever occurs earlier.

Sheila A. Clark
Signature

June 29, 2018
Date

Sheila A. Clark, Director
Printed Name and Title

West Kentucky Workforce Board
Agency Name

270-886-9484
Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

☒

The MOU

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The Operating Budget & The Infrastructure Funding Agreement (IFA)

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Signature

6/11/2019

Date

Jason Vincent, Executive Director

Printed Name and Title

Pennyrile Area Development District

Agency Name

300 Hammond Drive, Hopkinsville KY 42240

Phone 270-886-9484

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

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Signature



June 29, 2018

Date

Jason Vincent, Executive Director
Printed Name and Title

Pennyrile Area Development District
Agency Name

270-886-9484
Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Jennifer Beck Walker
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

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Jennifer Beck Walker 8-20-18
Signature Date
Jennifer Beck Walker, Executive Director
Printed Name and Title

Purchase Area Development District

Agency Name

1002 Medical Drive

PO Box 588

Mayfield, KY 42066

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Jennifer Beck Walker
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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Jennifer Beck Walker 8/20/18
Signature Date

Jennifer Beck Walker, Executive Director
Printed Name and Title

Purchase Area Development District

Agency Name

1002 Medical Drive

PO Box 588

Mayfield, KY 42066

Agency Contact Information

Authority and Signature

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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The MOU

☒

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☒

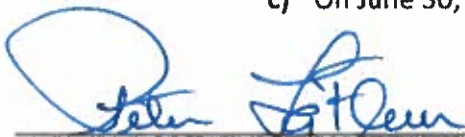
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Signature

6/13/19

Date

Peter LaFleur, Center Director

Printed Name and Title

Muhlenberg Job Corps Center

Agency Name

3875 State RT 181 N, Greenville, KY 42345 PH: 270.377.3266

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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Peter Lafleur 6/20/18
Signature Date

PETER LAFLEUR, CENTER DIRECTOR
Printed Name and Title

MUHLENBERG JOB CORPS
Agency Name

270-377-3265
Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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The MOU

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Signature

6-17-2019
Date

Vickie P. Hutcheson, Executive Director

Printed Name and Title

Kentucky Farmworker Programs., Inc.

Agency Name

P.O. Box 51146; Bowling Green, KY 42102-4446

270-782-2330

vhutcheson@kyfarmprogram.com

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Vickie P. Hutcheson,
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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Vickie P. Hutcheson
Signature

5-31-2018
Date

Vickie P. Hutcheson Executive Director
Printed Name and Title

Kentucky Farmworker Programs, Inc.
Agency Name

Email vhutcheson@kyfarmprograms.com
Agency Contact Information

phone 270-782-2330

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Cynthia S. Kelley
Certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

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Cynthia S. Kelley 6/13/18
Signature Date

Cynthia S. Kelley President
Printed Name and Title

Madisonville Community College
Agency Name

(270) 824-8562
Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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The MOU

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Signature6/17/19
Date

Rob Jones, Chief Executive Officer

Printed Name and Title

Audubon Area Community Services, Inc.

Agency Name

1700 West 5th Street, Owensboro, KY 42301

(270) 686-1600

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:



The MOU



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Signature

7/17/18
Date

Robert Jones
Printed Name and Title

Audubon Area Community Services, Inc.
Agency Name

R.Jones@AUDUBON-AREA.com
Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:



The MOU



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Signature



Date

7/17/18

Printed Name and Title

PAUL GRONOWSKI - DIRECTOR WORKFORCE DEVELOPMENT

Agency Name

AUDUBON AREA COMMUNITY SERVICES, INC.

Agency Contact Information

270.686.1633

pgronowski@AUDUBON-AREA.COM

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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Connie Ralph
Signature

July 17, 2018

Date

Connie Ralph, Vice President, Human Services & N. Div

Printed Name and Title

Evansville Goodwill Industries, Inc.

- Serving Madisonville / Hopkins Co. only (SCSEP)

Agency Name

Connie Ralph, 812-474-2222, cralph@evvgoodwill.org

500 S Green River Road, Evansville, IN 47715

Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

Goodwill Kentucky SCSEP serves: McCracken, Carlisle, Graves, Marshall, Christian, Todd.

My signature certifies my understanding of the terms outlined herein and agreement with:



The MOU

N/A



The Operating Budget & The Infrastructure Funding Agreement (IFA)

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



The MOU

N/A



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Marsha Berry
Signature

8-2-18
Date

MARSHA BERRY VICE PRESIDENT CAREER SERVICES
Printed Name and Title

GOODWILL INDUSTRIES OF KENTUCKY
Agency Name

909 EAST BROADWAY LOUISVILLE, KY 40204
Agency Contact Information

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

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

My signature certifies my understanding of the terms outlined herein and agreement with:

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☐ The Operating Budget & The Infrastructure Funding Agreement (IFA)

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Janna York 7-24-18
Signature Date

JANNA YORK
Printed Name and Title

WEST KY ALLIED SERVICES, INC.
Agency Name

P.O. Box 736 MAYFIELD KY
Agency Contact Information

Definitions and References

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 16-16; 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)]

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 AJCN if the Local WDB 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 16-16 & TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

Chief Elected Official:

Identified in WIOA Section 3 Definitions (9) as the chief elected officer of a unit of general local government in a local area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B).

Career Services:

The services, which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KCC delivery system in each local area. The career services that must be provided as part of the KCC delivery system are listed in WIOA Section 134(c)(2), as identified on pages 9-11.

Continuous Improvement:

States will establish criteria to certify one stop centers at least every three years to ensure continuous improvement of the system, including access to services (including virtual access), customer

needs being met, and integrated service delivery for job seekers and employers as a part of WIOA'S Three Hallmarks of Excellence.

- The needs of businesses and workers drive workforce solutions and local boards are accountable to communities in which they are located;
- One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement;
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

Cost Allocation:

Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of KCC operating costs.

Cross-Education:

Gaining knowledge of other entities' programs and offerings, by all KCC staff, ensuring quality services and referrals, regardless of any partner staff/employee availability.

Fair Share:

The portion of KCC operating costs allocated to each partner in proportion to the use of and benefits the partner receives from participation in the KCC system.

Fiscal Agent:

An entity appointed by a local area's CLEO in accordance with WIOA Section 107 (d)(12)(B)(i)(II) & (III)) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CLEO from his/her liability for any misuse of grant funds.

Funding Types

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

- **In-Kind Contributions**

66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the KCC by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going KCC delivery system operations. WIOA 121(c)(2)(A)(ii)(I).

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) TEGL 16-16 & TEGL 17-16]

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 WDBs, 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 WDB 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 WDB 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 16-16 & 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)]

Kentucky Career Center (KCC):

The Kentucky Career Center (KCC) is the state logo for the Kentucky one-stop delivery system and used with the federal AJCN logo. The KCC is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers in the local area. [TEGL 16-16]

Kentucky Career Center One-Stop Operator (OSO):

The OSO is an entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate a KCC site and to perform KCC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidance, plans, and the terms of this MOU.

Kentucky Workforce Innovation Board (KWIB):

The Kentucky Workforce Innovation Board approved Kentucky Work Ready: An Urgent Call to Action on February 15, 2018. Designed to assist the Governor in creating an integrated statewide strategic plan for workforce development, linking workforce policies, education and training programs, and funding streams with the economic needs of Kentucky and its regions, and complying with the provisions and requirements of WIOA Section 101.

Leverage/ Leveraged Resources:

Leveraged Resources are all resources used by partners and communities to support Workforce activities and desired WIOA outcomes, whether or not those resources meet the standards of allowable matches, to support the system and show support of activities.

Examples of Types of Leveraged Activities include, but are not limited to: Training; Tuition Grants; Other Job Readiness Activities and Services; Grants or matching funds for certification fees; Grants of tools or other required, job-specific supplies; Construction or purchase of facilities for housing of grant activities; Donated supplies, personnel services, equipment, or space; cash; in kind contribution.

Local Area:

A local workforce development area designated by the Governor, under WIOA section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i).

Local Workforce Development Board (LWDB):

The board created pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.

MOU Agreement /Effective Period:

The MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU,

and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

One-Stop Delivery System

The one-stop delivery system (herein also referred to as the Kentucky Career Center (KCC) or American Job Center network (AJCN) 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); TEGL 16-16 & TEGL 17-16]

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 WDB 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 reflects 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); TEGL 16-16]

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 41 of 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 TEGL 16-16 & TEGL 17-16]

Resource Sharing:

Per 66 Fed. Reg. 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of costs for operation and infrastructure funding of the KCC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CLEO and KCC partners may fund the costs of infrastructure of KCCs through methods agreed on by the LWDB, CLEO and KCC partners through negotiation of the IFA/Resource Sharing. [TEGL 16-16 & TEGL 17-16]

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); 34 CFR 361.760(b); 34 CFR 463.760(b); and TEGL 16-16 & 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)]

Training Services:

Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Per WIOA 134(c)(3)(D) these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training

programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.

WIOA

The Workforce Innovation and Opportunity (WIOA) Act, PL 113-128, amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

WIOA Local Plan

Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan, and the local board, in partnership with the chief elected official, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the KCC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.

WIOA Regional Plan

A Regional Plan is a four-year action plan to develop, align and integrate service delivery strategies and resources among the multiple local workforce development areas in a given region. Regions are identified by the State, according to the requirements of WIOA Section 106(a) and 20 CFR 679.510, in order to align workforce development activities and resources with larger regional economic development areas and available resources. The Regional Plan must be consistent with the vision and goals of the local and State Plans. The substance of the Regional Plan is described at WIOA Section 106(c)(2) and 20 CFR 679.510

WIOA State Plan

The term "State plan", used without further description, means a unified State plan under section 102 or a combined State plan under section 103.

MOU Attachments

- Attachment A – West Kentucky Partnership and Parties to MOU/IFA
- Attachment B - West Kentucky Partner Representation Schedule
- Attachment C - West Kentucky Individual Agency Commitments
(Those not already outlined in MOU)
- Attachment D - West Kentucky Budget/IFA Pages
(Printed from state system)

Attachment A

WK Partnership and Parties to the MOU & IFA

West Kentucky Workforce Development Area

Kentucky Career Center Hopkinsville - American Job Center (Comprehensive)

Operating Hours -	Mon & Tues - 7:30 a.m. - 5:00 p.m.; Wed & Thurs - 7:30 a.m. - 4:30 p.m.; Friday 7:30 a.m. - Noon		
Phone:	270-889-6509	Address:	110 Riverfront Drive
Website:	kcc.ky.gov		Hopkinsville, KY 42240

Kentucky Career Center Paducah - American Job Center (Comprehensive)

Operating Hours -	Mon & Tues - 7:30 a.m. - 5:00 p.m.; Wed & Thurs - 7:30 a.m. - 4:30 p.m.; Friday 7:30 a.m. - Noon		
Phone:	270-575-7000	Address:	416 South 6th Street
Website:	kcc.ky.gov		Paducah, KY 42001

Kentucky Career Center Madisonville (Job Net) - American Job Center (Affiliate)

Operating Hours –	Monday- Friday 8:00 a.m. – 4:30 p.m.		
Phone:	270-821-9966	Address:	755 Industrial Road
Website:	kcc.ky.gov		Madisonville, KY 42431

Kentucky Career Center Muhlenberg - American Job Center (Affiliate)

Operating Hours –	Mon- Thurs. 8:00 a.m. – 4:30 p.m.; Adult Ed Evening Hours) Fri 8:00 a.m. - Noon		
Phone:	270-338-5939	Address:	50 Career Way
Website:	kcc.ky.gov		Central City, KY 42330

West Kentucky Workforce Development Area

Kentucky Career Center Hopkinsville- Comprehensive

Physically Co-Located:

- ✓ KY FarmWorkers Program
- ✓ Office of Vocational Rehabilitation
- ✓ CDO - Trade/TAA
- ✓ Veterans
- ✓ CDO - Wagner-Peyser Employment Services (ES)
- ✓ WIOA Adult, Dislocated Worker, and Youth Programs
- ✓ *Unemployment Insurance (UI) - Phone/Internet Access Only*

Partners Not Physically Co-Located:

- Adult Education
- Community and Development Services- Fresh Start Initiative and Inner City Rez Programs
- Community Services Block Grant Act (CSBG)- PACS
- Department of Probation, Parole, and Pardon Services
- Job Corps
- KCTCS – Hopkinsville Community College
- Native American Employment and Training (WIOA) Program
- Senior Employment - Goodwill
- Temporary Assistance for Needy Families (TANF)/DCBS

Kentucky Career Center Paducah - Comprehensive

Physically Co-Located:

- ✓ KY FarmWorkers Program
- ✓ Office of Vocational Rehabilitation
- ✓ Office of Vocational Rehabilitation - Blind Services Division
- ✓ CDO - Trade/TAA
- ✓ Veterans
- ✓ CDO - Wagner-Peyser Employment Services (ES)
- ✓ WIOA Adult, Dislocated Worker, and Youth Programs
- ✓ *Unemployment Insurance (UI) – Phone/Internet Access Only*

Partners Not Physically Co-Located:

- Adult Education
- Community and Development Services
- Community Services Block Grant Act (CSBG)- PACS & West KY Allied Services
- Department of Probation, Parole, and Pardon Services
- Job Corps
- KCTCS – West Kentucky Community and Technical College
- Native American Employment and Training (WIOA) Program
- Senior Employment - Goodwill
- Temporary Assistance for Needy Families (TANF)

* Economic Development co-located

West Kentucky Workforce Development Area

Kentucky Career Center Madisonville (JobNet) – Affiliate Site

Physically Co-Located:

- ✓ KY FarmWorkers Program
- ✓ Office of Vocational Rehabilitation (soon to co-locate)
- ✓ TANF - Audubon Area Community Services - Ready to Work Program
- ✓ WIOA Adult, Dislocated Worker, and Youth Programs
- ✓ *Unemployment Insurance (UI) – Phone/Internet Access Only*

Partners Not Physically Co-Located:

- Adult Education
- Community and Development Services
- Community Services Block Grant Act (CSBG)- PACS & West KY Allied Services
- Department of Probation, Parole, and Pardon Services
- Economic Development
- Job Corps
- KCTCS – Madisonville Community College
- Native American Employment and Training (WIOA) Program
- Office of Vocational Rehabilitation - Blind Services Division
- Senior Employment - Goodwill
- Trade
- Veterans
- CDO - Wagner-Peyser Employment Services (ES)

Kentucky Career Center Muhlenberg* – Affiliate Site

Physically Co-Located:

- ✓ Adult Education- Madisonville Community College - ACE² (offering night classes also)
- ✓ WIOA Adult, Dislocated Worker, and Youth Programs
- ✓ *Unemployment Insurance (UI) – Phone/Internet Access Only*

Partners Not Physically Co-Located:

- Community and Development Services
- Community Services Block Grant Act (CSBG)- PACS
- Department of Probation, Parole, and Pardon Services
- Job Corps
- KCTCS – Madisonville Community College
- KY FarmWorkers Program
- Native American Employment and Training (WIOA) Program
- Office of Vocational Rehabilitation
- Office of Vocational Rehabilitation - Blind Services Division
- Senior Employment – Goodwill
- Temporary Assistance for Needy Families (TANF)
- CDO - Trade/TAA
- Veterans
- CDO - Wagner-Peyser Employment Services (ES)

* Economic Development co-located

Attachment B

Partner Representation Schedule

Partner On-Site Representation Schedule

Kentucky Career Center Hopkinsville (Comprehensive American Job Center)

Required KCC Partner Agency	# of staff for Partner Agency in this Center	# FTE	Weekly staff - FT	Days in KCC	Work Schedule in KCC	Weekly staff Hours PT	Days in KCC	Work schedule in KCC	Work Schedule in Offsite location	Notes
Office of Adult Education - KY Skills U										** No set schedule onsite. Location in town, provide services onsite if needed
Carl D Perkins (KCTCS / Community College) -										** No set schedule onsite. Location in town, provide services onsite if needed
CSAG (Ex Fresh Start)										** Location in town, provide services onsite if needed
Department of Probation, Parole, and Pardon Services (Second Chance Act)										** No set schedule, provide "in kind" services and workshops as needed
Senior Employment Services - (Ex: Goodwill, Exp Works, etc)										provide "in kind" services through volunteers at front desk
Job Corps	0	0	0	0	0	0	0	0	0	** No set schedule, provide "in kind" services if needed
JVSG (Veterans)	2	2	2	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12					1 LVER, 1 DVOP
Migrant Seasonal Farmworkers Program	1	1	1	4 TO 5	8:00 PM to 4:00PM				other areas as needed	worker may work flex time.
Office of Vocational Rehabilitation	5	5	5	5	M-F 7-4:30	0				will be hiring another staff this year
Trade / TAA										
Career Development Office (CDO)	8	8	7	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12					
Wagner-Peyser (ES)										
WIOA Adult, Dislocated Worker, and Youth Programs	2	2	2	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12	0	0	0	0	
Other Partner										
Commission of Native American Affairs	**									N/A in our area, referrals to Louisville
State Housing Finance and Development Authority (HUD)	**									N/A in our area,
TANF	**									Exempt by Gov in 2018 only
Office of Unemployment Insurance- UI	**									Ava able online and thru call center
YouthBuild	**									N/A in our area, referrals to Louisville

Partner On-Site Representation Schedule

Kentucky Career Center Paducah (Comprehensive American Job Center)

Required KCC Partner Agency	# of staff for Partner Agency in this Center	# FTE	Weekly staff - FT	Days in KCC	Work Schedule in KCC	Weekly staff Hours PT	Days in KCC	Work Schedule in KCC	Work Schedule in Offsite location	Notes
Office of Adult Education - Skills U										** No set schedule onsite. Location in town; provide services onsite if needed
Carl D Perkins (KCTCS / Community College) -										** No set schedule onsite. Location in town; provide services onsite if needed
Comm Srv. Block Grant										N/A in our area.
Department of Probation, Parole, and Pardon Services (Second Chance Act)										** No set schedule. provide "in kind" services and workshops as needed
Senior Employment Services - (Ex: Goodwill, Exp Works, etc)										** No set schedule. provide "in kind" services through volunteers at front desk
Job Corps	0	0	0	0	0	0	0	0	0	** No set schedule. provide "in kind" services if needed
IVSG (Veterans)	1	1	1	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12					can work flex time
Migrant Seasonal Farmworkers Program	1	1	1	4 to 5	varies 7 to 3 or 8 to 4				work other areas as needed	will be hiring 2 more staff this year
Office of Vocational Rehabilitation	11	11	11	5	M-F 7-4:30					
Trade / TAA	1	1	1	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12					
Career Development Office (CDO)	6	6	6	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12					
WIOA Adult, Dislocated Worker, and Youth Programs	2	2	2	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12					
Other Partner										
Commission of Native American Affairs	**									N/A in our area; referrals to Louisville
State Housing Finance and Development Authority (HUD)	**									N/A in our area;
TANF	**									Exempt by Gov in 2018 only
Office of Unemployment Insurance- UI	**									Available online and thru call center
Office of Unemployment Insurance- UI Auditor	1	1	1	5	Mon & Tue 7:30-5 Wed & Thurs 7:30-4:30 Fri 7:30-12					Available online and thru call center
YouthBuild	**									N/A in our area; referrals to Louisville

Partner On-Site Representation Schedule

Kentucky Career Center Madisonville- Jobnet (Affiliate Site American Job Center)

Required KCC Partner Agency	# of staff for Partner Agency in this Center	# FTE	Weekly staff - FT	Days in KCC	Work Schedule in KCC	Weekly staff Hours PT	Days in KCC	Work Schedule in KCC	Work Schedule in Offsite location	Notes
Office of Adult Education - KY Skills U	n/a								8:00am-6:00pm Mon and 8:00am-4:30pm Tuesday-Friday	Staff are not located in KCC JobNet Madisonville but are available via phone and/or skype technology. Staff are available to meet with clients upon request at KCC JobNet
Carl D Perkins (KCTCS / Community College)										** No set schedule onsite. Location in town, provide services onsite if needed
Comm Srv. Block Grant										N/a in our area.
Department of Probation, Parole, and Pardon Services (Second Chance Act)										** No set schedule, provide "in kind" services and workshops as needed
Senior Employment Services - (ex: Goodwill, Exp Works, etc)										** No set schedule, provide "in kind" services through volunteers at front desk
Job Corps	0	0	0	0	0	0	0	0	0	** No set schedule, provide "in kind" services if needed
JVSG (Veterans)										Available on line and thru call center
Migrant Seasonal Farmworkers Program	1	1	1	4 to 5	8:30 to 4:30 PM				work other areas as needed	may work flex hours
Office of Vocational Rehabilitation	**		**	0						5 STAFF in Stand Alone Office in Same Town
Trade / TAA										Available online and thru call center
Career Development Office (CDO)										Available online and thru call center
Wagner-Peyser (ES)										
WIOA Adult, Dislocated Worker, and Youth Programs	3	2.6	2	Mon-Fri	8:00am - 4:30pm	22.5	Mon, Wed, Fri	8:00am - 4:30pm	Tues 8:00am - 4:30pm	Available online and thru call center
Other Partner	1									Audubon Area Comm Services, TANF Contractor
Commission of Native American Affairs	**									N/a in our area, referrals to Louisville
State Housing Finance and Development Authority (HUD)	**									N/a in our area.
TANF	**									Exempt by Gov in 2018 only
Office of Unemployment Insurance- UI	**									Available online and thru call center
YouthBuild	**									N/a in our area, referrals to Louisville

Partner On-Site Representation Schedule

Kentucky Career Center Muhlenberg (Affiliate Site American Job Center)

Required KCC Partner Agency	# of staff for Partner Agency in this Center	# FTE	Weekly staff - FT	Days in KCC	Work Schedule in KCC	Weekly staff Hours PT	Days in KCC	Work Schedule in KCC	Work Schedule in Offsite location	Notes
Office of Adult Education - KY Skills U	5	27.5	3	3	8:00am-6:00pm Tues 8am-4:30pm Thurs & Fri	2	2	8:00am-4:30pm Tuesday/Thursday		MCC-Muhlenberg County Adult Ed is open Tuesday 8am-6pm and Thursday & Friday 8am-4:30pm. Staff are available via phone on Mondays/Wednesdays by calling the MCC-Hopkins County Adult Education Center.
Carl D Perkins (KCTCS / Community College) - Comm Srv. Block Grant										** No set schedule. Location in town, provide services onsite if needed N/A in our area.
Department of Probation, Parole, and Pardon Services (Second Chance Act)										** No set schedule. provide "in kind" services and workshops as needed ** No set schedule. provide "in kind" services through volunteers at front desk ** No set schedule, provide "in kind" services if needed
Senior Employment Services - (Ex: Goodwill, Exp Works, etc)										Available on line and thru call center
Job Corps	0	0	0	0	0	0	0	0	0	** No set schedule. Location in Mad, provide services onsite if needed
JVSG (Veterans)										Available on line and thru call center
Migrant Seasonal Farmworkers Program										** No set schedule. Location in Mad, provide services onsite if needed
Office of Vocational Rehabilitation	1	0.1	0			7.5	2 per month	8-4:30 EVERY OTHER TUESDAY	M-F 8-4:30	EVERY OTHER TUESDAY
Trade / TAA										Available online and thru call center
Career Development Office (CDO)										Available online and thru call center
Wagner-Peyser (ES)										Available online, over the phone, via Skype or in Madisonville M,W,F
WIOA Adult, Dislocated Worker, and Youth Programs	1	0.4	0			15	Tues & Thurs	8:00am - 4:30pm	Mon, Wed, Thurs, Fri 8:00 - 4:30pm JobNet	Co-located with Economic Development N/A in our area. referrals to Louisville
Other Partner										N/A in our area.
Commission of Native American Affairs	**									Exempt by Gov in 2018 only
State Housing Finance and Development Authority (HUD)	**									Available online and thru call center
TANF	**									N/A in our area. referrals to Louisville
Office of Unemployment Insurance- UI	**									
YouthBuild	**									

Appendix A

Individual Agency Commitments
Not Already outlined in MOU

APPENDIX A: INDIVIDUAL AGENCY COMMITMENTS

1. *The Kentucky Office of Vocational Rehabilitation* shall provide the following:

a) **Basic Career Services**

For the purposes of the VR program, basic career services may encompass some of the activities authorized under 34 CFR 361.48 (b) listed below, which must be provided under an individualized plan for employment for an eligible individual with a disability. (e.g., assessments for determining VR needs.)

b) **Individualized Career Services**

For the purposes of the VR program, and similar to basic career services, individualized career services may encompass some of the activities authorized under 34 CFR 361.48(b) listed below, which must be provided under an individualized plan for employment for an eligible individual with a disability. (e.g., vocational rehabilitation counseling and guidance, vocational and other training services, and rehabilitation technology)

c) **Additional Service Commitments**

Follow-up career services. For the purpose of the VR program, follow-up career services are similar to post-employment services, as defined in 34 CFR 361.5(c)(42), and are provided subsequent to an individual with a disability achieving an employment outcome. Post-employment services, under the VR program, are necessary in assisting an individual with a disability in maintaining, regaining, or advancing in employment, consistent with the individual's unique strengths, resources, priorities, concerns abilities, capabilities, interests, and informed choice

34 CFR 361.48(b)

As appropriate to the vocational rehabilitation needs of each individual and consistent with each individual's individualized plan for employment, the designated State unit must ensure that the following vocational rehabilitation services are available to assist the individual with a disability in preparing for, securing, retaining, advancing in or regaining an employment outcome that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice:

- (1) Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.42.
- (2) Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.45.
- (3) Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with § 361.52.
- (4) Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR part 370.

- (5) In accordance with the definition in § 361.5(c)(39), physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated State unit (such as through health insurance or a comparable service or benefit as defined in § 361.5(c)(10)).
- (6) Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business); books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.
- (7) Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- (8) Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- (9) Vocational rehabilitation services to family members, as defined in § 361.5(c)(23), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- (10) Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing and tactile interpreting services for individuals who are deaf-blind provided by qualified personnel.
- (11) Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- (12) Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- (13) Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- (14) Personal assistance services in accordance with the definition of that term in § 361.5(c)(39).
- (15) Post-employment services in accordance with the definition of that term in § 361.5(c)(42).
- (16) Occupational licenses, tools, equipment, initial stocks, and supplies.
- (17) Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- (18) Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- (19) Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- (20) Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- (21) Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

II. The Career Development Office (CDO) shall provide the following:

The following is a list of services that shall be provided in the Western Kentucky Region Kentucky Career Centers by the Career Development Office

The Career Development Office (CDO) will provide assistance when appropriate for career counseling. To include local labor market information. CDO staff will also assist employers in posting open job orders utilizing Focus Talent and in screening applicants for current vacancies.

Local Veterans Employment Representative (LVER): VETS requires LVER staff to focus on their primary role, which is employer outreach on behalf of Veterans. This allows the Commonwealth to develop marketing strategies and outreach activities that promote the hiring of Veterans. It also properly concentrates LVER staff efforts on individualized job development services for Veterans, especially Veterans determined to be job ready after receipt of intensive services from a DVOP specialist. The Commonwealth LVER's are full-time JVSG staff. The LVER serves as the KCC representative on the business services team and is an active member of that team. Additional priority is given to individualized job development services during Employer Outreach for targeted populations, especially those Veterans receiving Intensive Services from the DVOP who are in need of job placement assistance.

Disabled Veterans Outreach Program (DVOP) Specialist: VETS requires DVOP specialists to focus on their primary core role, which is to provide intensive services to targeted Veterans. The targeted veteran groups are:

- **Disabled/Special disabled veterans**
- **Homeless veterans**
- **Low income veterans**
- **Ex-offender veterans**
- **Veterans unemployed 27 weeks within a 12 month period**
- **Veterans without a high school diploma or GED**
- **18-24 year old veterans**
- **Transitioning Service Members who did not satisfactorily complete the Career Readiness Certificate**

- Injured, wounded or Ill service members receiving treatment at a Military Treatment Facility or Warrior Transition Unit and their caregivers.

References:

- Public Law 107-288 "The Jobs for Veterans Act"
- Special Grant Provisions "The Jobs for Veterans Act"
- Title 38 United States Code "Veterans Benefits"

TAA Law

The Trade Act of 1974 (Pub. L. No. 93-618), as amended (the Act) (codified at 19 U.S.C. §§ 2271 et seq.), Title II, Chapter 2, established the Trade Adjustment Assistance for Workers (TAA), Alternative Trade Adjustment Assistance (ATAA), and Reemployment Trade Adjustment Assistance (RTAA) programs. These programs, collectively referred to as the Trade Adjustment Assistance Program (TAA Program), provide assistance to workers who have been adversely affected by foreign trade. The Trade Adjustment Assistance Reauthorization Act of 2015 (TAARA 2015 or 2015 Program), (Pub. L. No. 114-27, Title IV), reauthorized and changed key provisions of the Act on June 29, 2015, restoring numerous provisions from the 2011 Amendments to the program.

In coordination with the local Workforce Board and Western WKDB Director, a collaboration of efforts will ensure that the above policy is implemented as directed per Federal, state and local policy.

Apprenticeship

In accordance with State policy, CDO Staff will refer interested job seekers and employers to Apprenticeship responsible staff

REA

Reemployment and Eligibility Assessment (REA) Grant Program shall be provide in each Kentucky career center per state policy.

Selection: The REA selection process begins with the first payment of a new UI claim. All UI "A claimants," (non-job connected) excluding interstate claimants, shall be subject to profiling as a condition of receiving UI benefits to select REA program participants.

Orientations will be conducted on a weekly basis with the following requirements to be completed by CDO staff

1. Orientation to Career Services
2. Individual Employment Plan (IEP)
3. Referral to Employment or Training.

Testing:

CDO Staff will provide the following testing services per state policy.

1. National Career Readiness Certificate (NCRC).
2. KCC Career Readiness

Rapid Response: Each Career Center will have an active CDO Staff member assigned to the local Response Team for their respective Career Center.

Business Services Team: Each Career Center will have an active CDO Staff member assigned to the local Team for their respective Career Center.