

Workforce Innovation and Opportunity Act Service Delivery
Kansas Local Area IV

Memorandum of Understanding

Between the Workforce Alliance of South Central Kansas
and WIOA Partners

July 1, 2026

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Introduction

This Memorandum of Understanding (MOU) is between the Workforce Alliance of South Central Kansas, Inc. Board of Directors (WA) for Local Area IV (LAIV) and the Workforce Alliance of South Central Kansas, Inc. (Partner), on July 1, 2023 pursuant to the Workforce Innovation and Opportunity Act (WIOA), Section 121(c).

This MOU is executed between the Workforce Alliance Local Workforce Development Board (LWDB), Chief Elected Officials Board (CEOB), and One-Stop System Partners (Partners).

The MOU is developed to confirm the understanding of the parties regarding the operation and management of the American Job Centers, also known as Workforce Centers or One Stop Centers in the local area. The WA Local Area (LA) is comprised of Butler, Cowley, Harper, Kingman, Sedgwick and Sumner counties in south central Kansas. The LWDB and CEOB oversee the operation and outcomes of the Workforce Delivery System through the American Job Centers.

The LWDB, with an agreement with the CEOB, will jointly select the One-Stop Operator through a competitive procurement process.

The One Stop Operations Budget and Infrastructure Funding Agreement (IFA) establish a financial plan, including terms and conditions, to fund the services and operating costs of the WA LA One Stop Service Delivery model. The parties to this MOU agree joint funding is an essential foundation for an integrated service delivery system and necessary to maintain quality services in WA LA.

The goal of this MOU is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, provided in a seamless collaborative effort to support all Partners' services and outcomes. The purpose of this MOU is to define the parameters with which education, workforce, economic development, and other partner programs and entities operate in WA LA to create a seamless, customer- focused network which aligns service delivery across the local area and enhances access to all program services. By realizing One Stop opportunities together, Partners are able to build community-benefiting bridges, rather than silos of programmatic isolation.

The vision adopted by the local LWDB is A thriving regional economy where every employer has the talent they need, and every Kansan has access to meaningful, living-wage work. This is accomplished by promoting economic prosperity and the self-sufficiency of individuals and families through creating a workforce which is competitive in the global marketplace.

Effective Period

This MOU is entered into on July 1, 2023. The MOU will become effective as of the date the final signature is applied. The MOU will terminate June 30, 2026. The MOU may also terminate if the partner no longer operates the required program. The MOU may be re-negotiated at any time if Partners believe services or terms in this MOU no longer represent the services delivered in the local area. The MOU will be reviewed annually at the One Stop Advisory Council; Partners are encouraged to review the MOU at least annually and suggest ideas for

improvements or changes to the committee. The Service Delivery Grid may be updated annually, unless a significant change occurs in that Service Delivery Grid, and the MOU will remain in effect.

American Job Centers

WA LA has four American Job Centers (AJCs) designed to provide a full range of assistance to job seekers and businesses under one roof. AJCs were established under the Workforce Investment Act (WIA) and continued by the WIOA. WA LA has one comprehensive AJC located in Wichita with 3 Affiliate sites located in Butler, Sumner, and Cowley Counties. The AJCs are located at:

<p>Wichita Workforce Center (Comprehensive) 2021 N Amidon, Suite 1100 Wichita, KS 67203 Public Hours M-Th 7 a.m.-6 p.m. F 9 a.m. – 12 p.m. 316-771-6800</p>	<p>Butler Workforce Center (Affiliate) 524 N Main St El Dorado, KS 67042 Public Hours M-Th 8 a.m.-5 p.m. Closed 12 p.m.-1 p.m. 316-321-2350 Partner on site: WIOA Title I</p>
<p>Sumner Workforce Center (Affiliate) 215 S. Washington Ave Wellington, KS 67152 Public Hours M-F 8 a.m.-5 p.m. 620-326-2659 Partner on site: WIOA Title 1</p>	<p>Cowley Workforce Center (Affiliate) 221 W. Chestnut Arkansas City, KS 67005 Public Hours M-F 8 a.m. – 4:30 p.m. 620-441-5313 Partner on site: WIOA Title 1</p>

Co-Located Partners at the Comprehensive AJC located in Wichita

Partner Program	Partner Organization	Contact Information	Notes
Wagner-Peyser	Kansas Department of Commerce	Erica Ramos 316-771-6800	
Jobs for Veterans	Kansas Department of Commerce	Erica Ramos 316-771-6800	
WIOA Title I	Workforce Alliance of South Central Kansas	Denise Houston 316-771-6800	
Job Corps	Flint Hills Job Corps	Cameron Rathmell 785-564-4903	
Native American Workforce Program	American Indian Council	Nicole Castellanos 316-771-6776	
Senior Community Service Employment Program	Workforce Alliance of South Central Kansas	Denise Houston 316-771-6800	
Trade Adjustment Act	Kansas Department of Commerce	Erica Ramos 316-771-6800	
Re-Employment Services	Kansas Department of Commerce	Erica Ramos 316-771-6800	

Non Co-Located Partners

Partner Program	Partner Organization	Contact Information	Notes
Unemployment Insurance	Kansas Department of Labor	Nicole Struckhoff 785-581-7630	www.kansasemployer.gov
Senior Community Service Employment Program	SER National	Emma Trevino 469-549-3649	
Adult Education	Butler Community College	Sherry Watkins 316-323-6079	
Adult Education	Cowley Community College	Michelle Schoon	
Adult Education	WSU Tech/ Goodwill/NexStep	Yamir Lozada 316-677-1835	
Career and Technical Education (Carl Perkins)	Butler Community College	Kim Jackson 316-322-3108	
Career and Technical Education (Carl Perkins)	WSU Tech	Sherree Utash 316-677-1970	
Career and Technical Education (Carl Perkins)	Cowley Community College	Chris Cannon 620-229-5985	
Vocational Rehabilitation	Kansas Department of Children and Families	Dan Decker 785-368-7143	
National Farm Worker Jobs Program	SER Corporation Kansas	Joel Leiva 316-264-5372	

One Stop Center Operations

Mission

“Growing the regional economy through a skilled workforce by connecting people, employers, and community partners.”

Vision

“A thriving regional economy where every employer has the talent they need, and every Kansan has access to meaningful, living-wage work.”

The Workforce Alliance of South Central Kansas and the One Stop Centers Partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:

1. Universal Eligibility: All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.
2. Customers and Shared Customers: This MOU identifies shared customers as individuals with disabilities, education, language, work history/experience and income barriers, and those with Veteran status who will achieve measurable outcomes in the areas of education, training, job placement/retention and career pathways toward self-sufficiency.
3. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.
4. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by Workforce Centers staff.
5. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.
6. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

SECURITY AND SAFETY: The One Stop Centers are locations that individuals with multiple barriers can come and receive services regarding employment and training. All partners must do their duty to promote safety of customers and staff. LWDB asks that all One Stop System Partners follow the following safety standards:

- Utilize work areas or offices that allow for easy exits or insure the presence of another staff/team member when meeting with a customer where there is a potential risk.
- Restrict access to items that may be used as a weapon.
- If available, inform the security guard when meeting with a customer who presents a risk. If security is not available, coordinate services with a supervisor/manager.
- Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reached by dialing *01 on all desk phones or by cell phone at 316- 239-4802.
- Ensure the security of One Stop Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing.

In order to provide a productive and safe environment for all One Stop System Partners, the LWDB requires all One Stop System Partners to disclose to the Chief Operating Officer if an employee working out of or collocated at one of the Workforce Centers in WA LA has a felony. All Partners are

required to perform adequate background checks on staff and volunteers. Please note the following provisions:

- Individuals with crimes against a person will not be permitted to collocate or work out of WA LA Workforce Centers.
- In order to provide the most successful environment for employees, a safety plan will be in place for other felonies in order to mitigate any potential threat. Example: individuals with financial crimes will not work with money.
- The LWDB will support the One Stop Partner Agency in screening, assessing, and conducting background checks at the agency's request. A background check must be provided to the LWDB Administrative Agency, the Workforce Alliance, prior to the start date of the employee.

The Workforce Alliance works with employers and Partners throughout Local Area IV to align services, leverage resources, and promotes a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level, creating the greatest community impact.

Roles and Responsibilities of the Partners

Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols
- Agree 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 all equipment and furniture purchased by any party for the purpose described herein shall remain the property of the purchaser

CEOB Duties

The CEOB will at a minimum:

- In partnership with the LWDB and other Partners within the planning region, develop and submit a single regional plan which includes a description of the activities that shall be undertaken by all LWDB and their Partners, and incorporate plans for each of the Local Areas in the planning region
- Approve the Integrated Service Delivery Plan, LWDB Budget and MOU
- In partnership with the LWDB, approve the selection of the One Stop Operator
- Oversee the operations and outcomes of the AJCs
- Enter into an agreement with the LWDB for WIOA Operations

LWDB Duties

The LWDB will at a minimum:

- In partnership with the CEOB and other partners, develop and submit a Regional Plan which includes a description of the activities that shall be undertaken by the LWDB and its Partners and aligns with its strategic plan
- In partnership with the CEOB and other Partners, develop and submit a single regional plan including a description of the activities that shall be undertaken by all LWDB's and their Partners and incorporate plans for each of the Local Area's in the planning region
- In cooperation with the CEOB, design and approve the integrated service delivery structure in the local area and select a One Stop Operator through a competitive process
- Ensure the workforce related needs of employers, job seekers, and workers in the local area are being met to the ability possible given the resources available
- Approve budgets
- Leverage existing funding and solicit new funding to expand workforce services
- Review performance of the local area
- Negotiate the MOUs with Partners with the support and assistance of the One Stop Operator
- Secure additional funding to expand workforce development services
- Review performance of the workforce system and the One Stop Operator
- Complete the Local and Regional WIOA plans
- Conduct reviews and resolve customer grievances

One Stop Operator Duties

The One Stop Operator will at a minimum:

- Ensure access to Job Seeker career, training, business, outreach and employment services
- Provide Lobby and Front Desk Support and Oversight
- Provide staff development for primarily co-located partners through the twice annual In-Service
- Ensure access to data, information, and analysis for programs
- Manage Level Up Referrals
- Facilitate staff and partner meetings to include monthly Friday Staff Meetings, quarterly Friday Partner meetings, and other special Friday morning events
- Expand partner outreach/Goodwill Partnership and assist with developing the Economic Mobility plan
- Perform general outreach and support for events in coordination with the Kansas Department of Commerce and the Workforce Alliance
- Coordinate with core leadership initiatives and activities

The One Stop Operator will not:

- Assist in the development, preparation and submission of the Local/Regional Plans
- Participate in any way in the selection process of the One Stop Operator
- Participate in the selection of program providers
- Negotiate local performance
- Develop or participate in the budget activities of the LWDB

Partners

Partners commit to cross-training staff, as appropriate, and providing other professional learning opportunities which promote continuous quality improvement. Partners will promote system integration to the maximum extent possible through:

- Communicating effectively, sharing information and collaborating with the One Stop Operator
- Actively participating in joint planning, policy development and system design processes
- Committing to the joint mission, vision, goals, strategies, and performance measures
- Using common and/or linked data management systems and data sharing methods, as appropriate when possible
- Leveraging resources, including other public agency and non-profit organization services
- Participating in a continuous improvement process designed to increase outcomes and increase customer satisfaction
- Participating in the One Stop Advisory Council and other committees and taskforces as appropriate
- Providing outreach activities targeting populations most in need in coordination with one another, actively referring customers to the most appropriate Partner
- Providing reports on service delivery and performance as requested
- Committing to service delivery as described in Attachment A
- Co-Located Partners will:
 - a. Adhere to the provisions in the Centers Handbook approved by the Partners
 - b. Present a professional appearance
 - c. Maintain good work habits, e.g., practice common courtesy, maintain a neat workspace, practice punctuality, appreciate diversity, exceed customer expectations
 - d. Comply with established professional and ethical standards
 - e. Maintain adequate levels of staffing during all hours of operation, including non-traditional hours
 - f. Share responsibility for compliance with established security and emergency guidelines

Referrals

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

- Review the Partner Referral Guidelines for regular updates, and provide any necessary updates to the One Stop Operator
- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered by each of the Partners' programs
- Share information on program requirements and summary information on the services provided
- Provide referrals to customers who are believed to be eligible and who could benefit from other partner services
- Commit to following up on referrals received within 48 business hours
- Regularly evaluate ways to improve the referral process
- Commit to the ongoing communication required for an effective referral process

One Stop 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 WA LA One Stop service delivery system. The Parties to this MOU agree joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that establishes and maintains the local workforce delivery system at a level meeting the needs of the job seekers and employers, and that reduces duplication and maximizes the sharing of services, resources, and technologies among Partners.

The Partners consider this One Stop Operating budget (Attachment D) necessary to maintain the local Workforce Centers. The One Stop Operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and established outcomes which are reasonable and fair.

Partners Shared Costs and Infrastructure Funding Agreement

All partners will review the budget and allocations at least annually. Partners will be given the opportunity to review costs and participate in budget development. Partners will be given a budget update regularly through the One Stop Advisory Council showing the budget, expenditures and collected revenues. The budget will be reconciled at least annually at the end of the program year. Partners shall submit new program participants or budget information quarterly within 15 days after the end of the quarter to establish equitable share and update the budget and allocations amongst partners. The budget will be reconciled to actual costs and updated at the One Stop Advisory Council meetings for all partners to review. Additional costs will be allocated to partners at the end of that reconciliation based on the same allocation formula. Savings will be refunded or credited to the partners' future costs, at the partners' discretion.

All Partners to this MOU and Infrastructure Funding Agreement (IFA) recognize infrastructure costs are applicable to all WIOA Partners, whether they are physically located in the One Stop Center or not, as required by the WIOA. 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's programs laws and regulations and uniform guidance. Partners have agreed to share costs based on the following methodology. American Indian Council is exempt from shared IFA costs, but does pay for their dedicated space used by the Native American Program

1. Infrastructure

Co-located and non-co-located One Stop Partners are required to share in the One Stop infrastructure costs.

A. Rent

Co-located partners have agreed to pay rent for their dedicated space plus a proportional share of any common space including conference rooms, bathrooms, break areas, hallways, and conference rooms based on their dedicated space percentage. All required One Stop Partners have agreed and will pay the cost of the resource room and workshop room(s) based on the number of participants enrolled in their program during the previous quarter

B. Security Contract

Total security costs will be divided amongst co-located and all required Partners at the same percentage as the rent allocation between co-located and all required Partners. Co-located Partners will pay security costs based on their dedicated space percentage. All Partners (non-co-located and co-located) will pay a portion of the security contract costs allocated for the resource room and/or workshop room(s) based on the number of participants enrolled in their program during the previous program year.

C. Utilities/Copiers/Supplies

Utilities costs consisting of electric, gas, trash, phone, internet, water/sewer, or any other necessary utility (not included in a lease), copier lease and paper supplies for the public will be allocated amongst co-located and all required Partners at the same percentage as the rent allocation between co-located and non-co-located Partners.

Co-located Partners will pay utilities costs based on their dedicated space percentage. All Partners will pay a portion of the utilities costs allocated for the resource room and workshop space based on the number of participants enrolled in their program during the program year.

D. Technology- For Public Use

Technology (Hardware and Software) costs for public use will be allocated amongst all required Partners based on the number of participants enrolled in their program.

E. Technology- Co-Located Partners

Technology (Hardware and Software) costs for staff located at the One Stop will be allocated amongst all co-located Partners based on their dedicated space usage percentage. Costs may include computer network server operational costs including upgrades and maintenance, phone system and network security services.

2. Center Operations-Other Shared Costs

The co-located partners have agreed that operations costs will be allocated to the Partners based on the Partner's co-located percentage of dedicated space. Allocations include personnel costs associated with staff time dedicated to Center operations, which include personnel who provide information technology services and facility maintenance and room/office space set up.

3. In-Kind Services

The Centers' infrastructure budget will incorporate different in-kind services and items that the WIOA Partners have agreed that are eligible for contribution to the One Stop infrastructure costs. It will be up to the Partner to offer those services during the program year and report them to the One Stop Operator.

Confidentiality

All Partners agree that information issued, received by or exchanged between Partners pursuant to their involvement with the One Stop Centers will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.

Non-Discrimination and Equal Opportunity

All Partners to this MOU are equal opportunity employers and operate equal opportunity programs. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of gender, gender identity, race, color, religion, sex, national origin, age, disability, veteran's status, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or for his or her participation in any WIOA Title I-financially assisted program or activity.

Additionally, staff and Partners will be provided training to provide services to all, regardless of the range of abilities, mobility, age, language, learning style, or comprehension or education level.

The One Stops will make adaptive technology equipment and interpretation services available to any customer.

Accessibility

Access to the services provided by the Workforce Centers and all Partner Agencies is essential to meeting the requirements and goals of the Workforce Development Network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as through virtual services, 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.

One Stops will have assistive technology and equipment available to all customers. System design will strive to exceed ADA standards. Staff and Partners will be trained on assistive technology and how to best assist those with disabilities.

Interpretation services will be available through contract with Language Line for language interpretation and through video for sign language. Signage will be provided for customers and staff on the availability of the services and how to access them.

One Stops 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.

Dispute Resolution

All parties to this MOU will participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. A disagreement is considered to have reached the level of dispute resolution when an issue that arrives out of the development, negotiation and implementation of an MOU does not easily come to a point of resolution. All disputes reaching this level will refer to Kansas Department of Commerce Policy 05-25-00.

Monitoring

WA LA LWDB, or its designated staff, CEOB, officials from the state and local administrative entities, the US Department of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring.

Modification Process

Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in the paragraphs below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the Partners. Any request to amend a provision should be made in writing (email is sufficient) to the WA and must be agreed to in writing by all Partners. The WA will notify the other Partners of the details of any requested modification. This MOU may also be modified from time to time without the prior consent of existing One Stop Center Partners to add new Partners. These new members may sign the MOU in its existing form as of the time that they are being added. All Partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional Partners.

It is understood by the parties to this MOU that each should be able to fulfill its One Stop role in full accordance with all applicable federal, state and local laws, rules, regulations and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement, the affected party should immediately provide written notice to all parties of its intent to discontinue its participation as a One Stop Provider at least 30 days in advance thereof. All MOU Partners will be notified if a partner can no longer perform its duties as outlined in the MOU and an assessment of the changes and impacts will be conducted by the partners. Changes

to the MOU due to a partner not being able to fulfil its duties will be reviewed and approved by all partners.

Termination

This MOU will remain in effect until the end date specified in the effective period unless all Partners mutually agree to terminate this MOU prior to the end date.

In the event it becomes necessary for one or more Partners to cease being a party to this MOU, said parties shall notify the other parties in writing 30 days in advance of the intention.

DRAFT

Signature Page

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: Workforce Alliance of South Central Kansas, Inc.

BY: Keith Lawing, President and CEO

(Signature of partner representative) DATE

FOR THE WA: Alana McNary, Chair, Local Workforce Development Board-WA LA

(Signature of LWDB Chair) DATE

FOR THE CEOB: Commissioner Jim Howell, Chair, Chief Elected Officials Board

(Signature of CEOB Chair) DATE

Attachment A: LA IV Partner Service Grid

Attachment B: System Service Delivery Grid

Attachment C: Partner Referral Guidelines

Attachment D: Budget