

# **Western Arkansas Workforce Development Board**

## **Meeting Agenda**

ARS office, 400 Rogers Ave, Suite C, Fort Smith, AR

June 13, 2022      1:00 PM

Invitees: Greg Aleshire, Tom Bonkofsky, Dana Byrum, John Craig, Cathy Creekmore, Brandon Fisher, Debbie Faubus-Kendrick, Rachel Mize, Stacy Muntz, Zach Sloan, Krystal Thrailkill, Erick Wiggins, Dwayne Young

Call to order

- I. Attendance
- II. Approval of minutes from 3/15/22 meeting – sent for review via email
- III. Committee reports
  - Chair / Vice Chair conference reports
  - Youth Committee report
    - Career Connect Job Fairs
    - TANF Pre-apprenticeship
- IV. WIOA Delivery System quarterly report update
  - One-stop operator
  - Title I program report
- V. New Business
  - Board Budget approval – sent for review via email
  - Approval of MOU/IFA – sent for review via email
  - ACT Work Ready communities
  - Announce new year board officers
- VI. Adjournment

*Western Arkansas Workforce Development Meeting  
June 13, 2022 – 1:00 PM  
ARS office, 400 Rogers Ave, Suite C, Fort Smith, AR*

*Please sign in:*

[illegible]



**Western Arkansas Workforce  
Development Board**

**Proxy**

Date:

Due to a conflict in my schedule, I authorize as my proxy on \_\_\_\_\_  
(meeting date)

\_\_\_\_\_  
(representative name)

of \_\_\_\_\_  
(company)

at the Western Arkansas Workforce Development Board meeting.

☐ My proxy represents our organization or group being represented and is an individual with optimum policymaking or hiring authority within the organization represented.

Print Name: \_\_\_\_\_

Erick Wiggins

Signature: \_\_\_\_\_

**Western Arkansas Workforce  
Development Board**

**Proxy**

Date: 06/13/2022

Due to a conflict in my schedule, I authorize as my proxy on 06/13/2022  
(meeting date)

Kathy Fulks

(representative name)

of ACEF

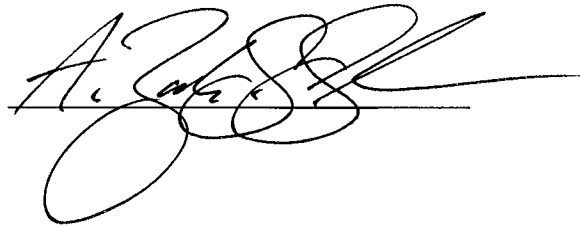
(company)

at the Western Arkansas Workforce Development Board meeting.

☒ My proxy represents our organization or group being represented and is an individual with optimum policymaking or hiring authority within the organization represented.

Print Name: A. Zach S. Sloan

Signature:

A handwritten signature in black ink, appearing to read 'A. Zach S. Sloan', written over a horizontal line.

## **Western AR Workforce Development Board Meeting**

March 15, 2022

1:00 PM

7200 Zero St, Fort Smith, AR

Cathy Creekmore called the meeting to order.

Board member attendance: Greg Aleshire, Tom Bonkofsky, Dana Byrum, John Craig, Debbie Faubus-Kendrick, Brandon Fisher proxy Tony Wilson, Rachel Mize, Stacy Muntz, Cathy Creekmore, Kristal Thrailkill, Erick Wiggins, Dwayne Young  
Other attendees: Shirley McCutchen, Dennis Williamson

Approval of 12/14/21 meeting minutes – Cathy stated the board minutes of the 12/14/21 meeting was emailed to the board. She asked for any additions or corrections to the minutes. Dwayne Young made a motion to approve the minutes as submitted, Eric Wiggins seconded. The board unanimously approved the motion.

John presented the minutes from the 3/2/22 One Stop Committee meeting. (attached) He asked for the board to ratify the committee's approval of the Odle contract extension for another year. After the minutes were read Cathy asked the board to vote to ratify the decision of the committee to approve the Odle contract extension. All members present voted to ratify the decision.

The OSO and Title I reports were provided to the board. Tom stated that DWS was not able to comply with the Referral policy and to talk with Cindy, council for DWS for more information that she may be able to help with this. Krystal asked how the Felon Friendly job fair went and Shirley said there was a good turn out and that there were people lined up before the event opened. There were no other questions.

Cathy stated the PY21 monitoring report was removed from the agenda since it was not completed yet.

Cathy said you were sent draft changes for several policies to review. The policy revisions were for P0001-22 Supportive Services, P0002-22 Grievance, P0003-22 Self Sufficiency, and P0004-22 Follow up. She asked if there were questions on any of these policies. Dana asked about the change to supportive service policy, Dennis explained the change clarified that follow-up related to support services was non-WIOA paid and for references to services outside of title I. Cathy asked for a motion to approve the policies as presented. Erick made a motion to approve the four policies as presented and Stacy seconded the motion. Cathy asked for any discussion and there was none. Cathy asked for a vote and the motion was unanimously approved by all board members present.

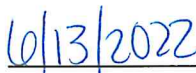
Cathy asked if all board members had completed the training sign off and Dennis stated all members had now completed them.

Cathy shared the dates of the student driven job fairs for Lavaca on April 1<sup>st</sup>, Paris on April 27<sup>th</sup>, and Magazine on May 2<sup>nd</sup>. She asked Dennis to send out the save the date flyers as soon as each school made them available. Dennis asked that the board share this information out to their networks, so we have good business turnout and provide the students with the awareness of the great job opportunities available locally.

Cathy told the board that they needed to address a board bylaw issue. She said that in accordance with the board bylaws that they must address the voluntary resignation of member Reuben Gage from the board. Article I, section 2, subsection D says a representative missing three consecutive meetings without notice will be considered to have voluntarily resigned from the board. Mr. Gage has been unable to attend three consecutive meetings and has not provided notice or a proxy for the meetings missed. She asked the board members present to vote to accept Mr. Gage's resignation from the board and the members all voted to accept his resignation. Dennis was asked to notify the CEO chair of the vacancy.

Cathy asked for a motion to adjourn the meeting. Dwayne made the motion and Stacy seconded. The board unanimously agreed to adjourn.

  
\_\_\_\_\_  
Cathy Creekmore, Chair

  
\_\_\_\_\_  
Date

## **One-Stop-Operator Report**

**June 2022**

### **Community- Partner Meetings:**

03/14- Pop-Up Job Fair-Workforce Center

03/16- Core 4 Meeting

03/29- Old Fort Homeless Coalition at HUD Housing-Fort Smith-share information on Workforce and Pop-Up Job Fairs

03/30- ATU Site visit with Regina Olson. 360 Partnership Meeting at the College

04/11- Pop-Up Job Fair “Felon Friendly”

04/18- Mena Office visit

04/26- Fort Smith Homeless Coalition Meeting

04/27- meeting with new Title 1 – Angie Oliver

05/06-05/07- Business Expo Booth with Chamber of Commerce

05/11- Disaster Training-United Way and Salvation Army

05/11- Reimagine Arkansas

05/17- Chamber Breakfast-Open House participation at Booneville, Arkansas Rehabilitation

05/18- Job Corps-Cass Open House visit

05/23- Salvation Army Meeting

05/24-Pop-Up Job Fair-Workforce Center

### **Cross-Trainings**

05/03- Cross-Training-Case Management-Eckerd

05/24- Dislocated Worker Cross-Training with Title 1



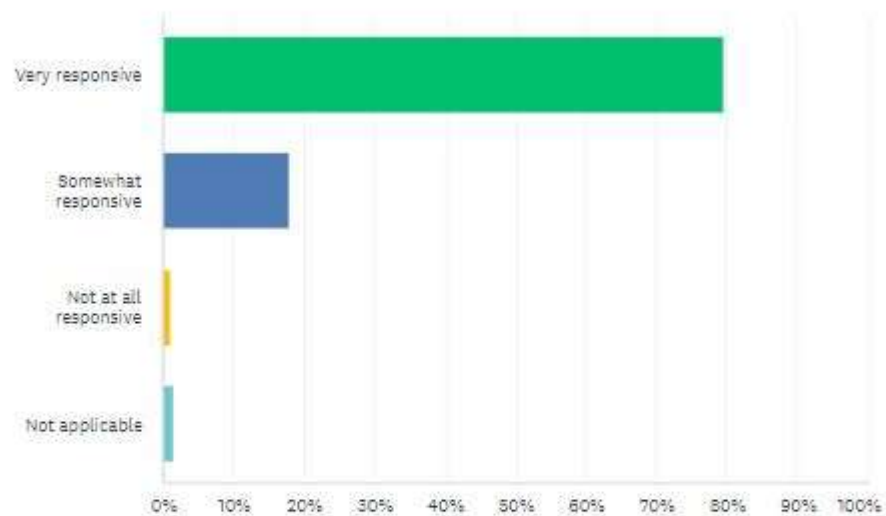
## Community Connections:

I have continued to work with community partners and agencies to increase the number of job fair participants so that we can expand on our number of referral resources and contacts.

## Survey Data:

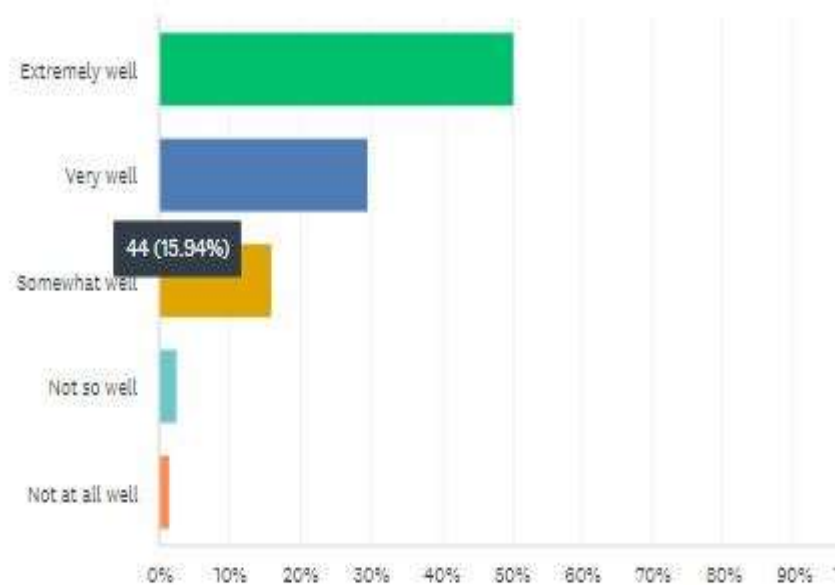
How responsive have we been to your questions or concerns about our services?

Answered: 274 Skipped: 4



ANSWER CHOICES	RESPONSES
▼ Very responsive	79.56%
▼ Somewhat responsive	17.88%
▼ Not at all responsive	1.09%
▼ Not applicable	1.46%

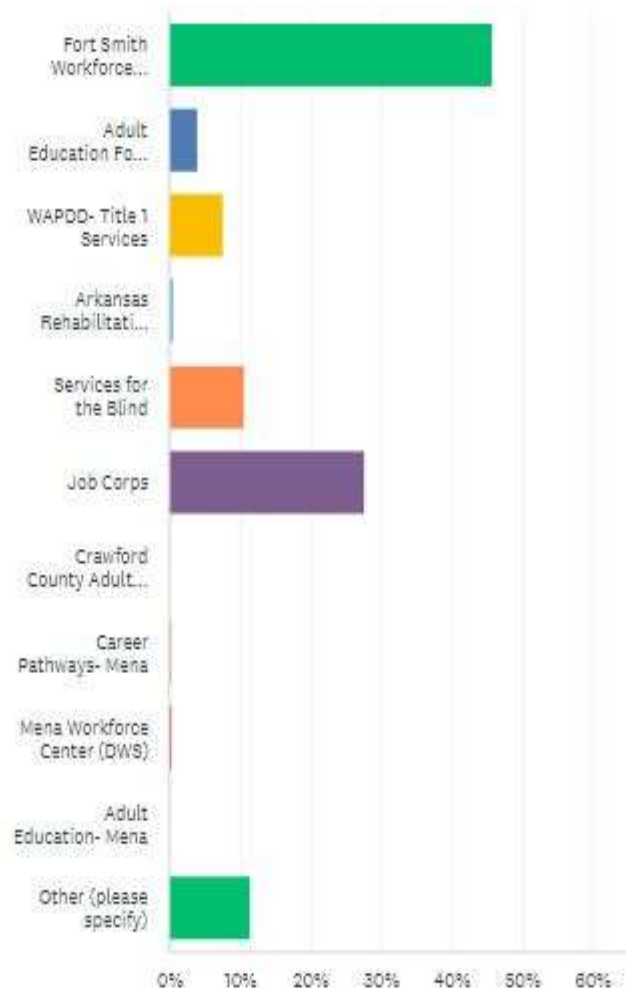
# How well do our services meet your needs?



ANSWER CHOICES	RESPONSES
Extremely well	50.36%
Very well	29.71%
Somewhat well	15.94%
Not so well	2.54%
Not at all well	1.45%

## What Agency are you taking the survey for?

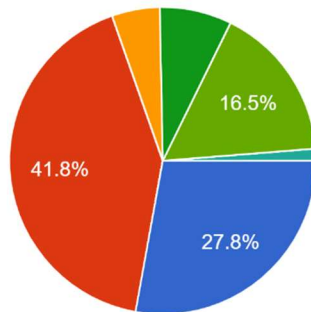
Answered: 271 Skipped: 7



## Referrals between Partners as of 6/01/2022

Referrals Made to:

79 responses

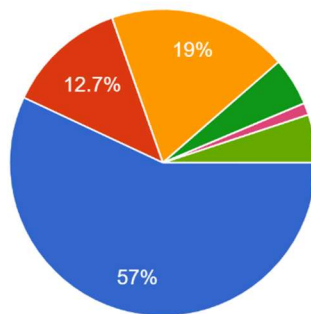


- Title 1
- Vocational Rehabilitation
- Adult Education-Crawford County
- Fort Smith DWS
- AARP-SCSEP
- Job Corps
- Arkansas Tech University-Ozark Cam...
- Adult Education Fort Smith

▲ 1/2 ▼

Agency that is making the referral:

79 responses

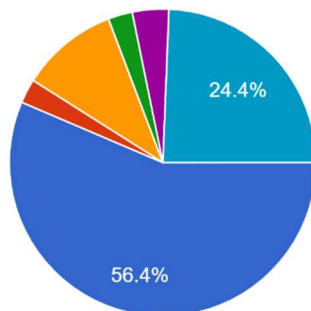


- Title 1
- Vocational Rehabilitation
- Adult Education-Crawford County
- Fort Smith DWS
- AARP-SCSEP
- Job Corps
- Arkansas Tech University-Ozark Cam...
- Adult Education Sebastian County

▲ 1/2 ▼

Reason for Referral:

78 responses



- Financial Assistance for Training
- Job Readiness Workshops
- Employment Placement
- Youth Services 14-24 years of age
- Educational Advancement
- Testing
- SSI

## **Workforce Funding vs Expenditure Monthly Report**

Total Grant Awarded		<u>Funds Expended as of March 31, 2022 :</u>					<u>Funds Remaining as of March 31, 2022:</u>			
		<u>Current Mth</u>	<u>Total Admin</u>	<u>Total Program</u>	<u>Grant Total</u>	<u>FUR %</u>		<u>Admin</u>	<u>Program</u>	<u>Total</u>
\$387,444	Adult FY21	33,854.49	32,508.01	279,239.52	\$311,747.53	80%	Adult FY21	\$6,235.99	\$69,460.48	\$75,696.47
\$66,901	Adult PY21	0.00	0.00	0.00	\$0.00	0%	Adult PY21	\$6,690.00	\$60,211.00	\$66,901.00
\$315,312	Adult FY22	0.00	0.00	0.00	\$0.00	0%	Adult FY22	\$31,531.00	\$283,781.00	\$315,312.00
\$167,350	DLW FY21	13,055.93	13,760.73	99,385.23	\$113,145.96	68%	DLW FY21	\$2,974.27	\$51,229.77	\$54,204.04
\$50,409	DLW PY21	0.00	0.00	0.00	\$0.00	0%	DLW PY21	\$5,040.00	\$45,369.00	\$50,409.00
\$214,491	DLW FY22	0.00	0.00	0.00	\$0.00	0%	DLW FY22	\$21,449.00	\$193,042.00	\$214,491.00
\$322,072	Youth PY20	0.00	32,207.00	289,865.00	\$322,072.00	100%	Youth PY20	\$0.00	\$0.00	\$0.00
\$376,468	Youth PY21	36,511.20	27,980.45	244,737.42	\$272,717.87	72%	Youth PY21	\$9,665.55	\$94,084.58	\$103,750.13
\$316,310	TANF Pre-APP	11,956.54	3,237.20	16,355.57	\$19,592.77	6%	TANF Pre-APP	\$13,997.80	\$282,719.43	\$296,717.23
\$12,500	Regional Planning PY21	368.03	52.31	315.72	\$368.03	3%	Regional Planning PY21	\$322.69	\$11,809.28	\$12,131.97
\$12,500	Sector Partnership PY21	194.45	52.31	142.14	\$194.45	0%	Sector Partnership PY21	\$322.69	\$11,982.86	\$12,305.55
\$2,241,757	<b>Total</b>	\$95,940.64	\$109,798.01	\$930,040.60	\$1,039,838.61		<b>Total</b>	\$98,228.99	\$1,103,689.40	\$1,201,918.39

Operating %      72%

<u><b>PY21 Youth YTD % - Expended:</b></u>			<u><b>PY21 Youth Work Experience % - Expended:</b></u>			<u><b>Youth PY21 (25% IS)-vs-(75% OS):</b></u>	
ISY	\$70,934.84	28.98%	25% Max.	ISY	\$22,100.48	\$376,468.00 Total Youth Grant	
OSY	\$173,802.58	71.02%	75% Max	OSY	\$37,151.99	\$37,646.00 Admin Budget	
Total	\$244,737.42			Total	\$59,252.47	24.21%	20% Min.
							\$84,720.00 25% Max In-School Budget
							<u>\$254,102.00 75% Max Out of School Budget</u>
							\$338,822.00 Total Program Budget
							\$13,785.16 Remaining In-School Funds
							<u>\$80,299.42 Remaining Out of School Funds</u>
							\$94,084.58 Total Remaining Program Funds

PY20 Youth YTD % - Expended:			PY20 Youth Work Experience % - Expended:			Youth PY20 (40% IS)-vs-(60% OS):	
Youth PY20			ISY	\$49,654.02		\$322,072.00 Total Youth Grant	
ISY	\$112,238.37	38.72%	OSY	\$54,378.53		\$32,207.00 Admin Budget	
OSY	\$177,626.63	61.28%	Total	\$104,032.55	35.89%	\$289,865.00 Total Program Budget	
Total	\$289,865.00						
							\$115,946.00 40% Max In-School Budget
							\$173,919.00 60% Max Out of School Budget
							\$289,865.00 Total Program Budget
							\$3,707.63 Remaining In-School Funds
							-\$3,707.63 Remaining Out of School Funds
							\$0.00 Total Remaining Program Funds
Funding	Remaining	20% Carry Over	Adjusted Total	%	Average per Month	Months Remaining Based on Avg per Month	
Adult FY21	\$75,696.47	\$0.00	\$75,696.47	10.82%	26,916.61	3	
Adult PY21	\$66,901.00	\$0.00	\$66,901.00	9.56%	\$26,916.61	2	
Adult FY22	\$315,312.00	\$63,062.40	\$252,249.60	36.06%	\$26,916.61	9	
DLW FY21	\$54,204.04	\$0.00	\$54,204.04	7.75%	\$14,968.70	4	
DLW PY21	\$50,409.00	\$0.00	\$50,409.00	7.21%	\$14,968.70	3	
DLW FY22	\$214,491.00	\$42,898.20	\$171,592.80	24.53%	\$14,968.70	11	
Youth PY20	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0	
Youth PY21	\$103,750.13	\$75,293.60	\$28,456.53	4.07%	\$38,476.75	1	
	\$880,763.64	\$181,254.20	\$699,509.44	100.00%			

# WAWDB 2022-23 Budget

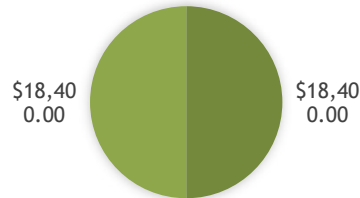


BUDGETED AMOUNT  
**\$18,400.00**

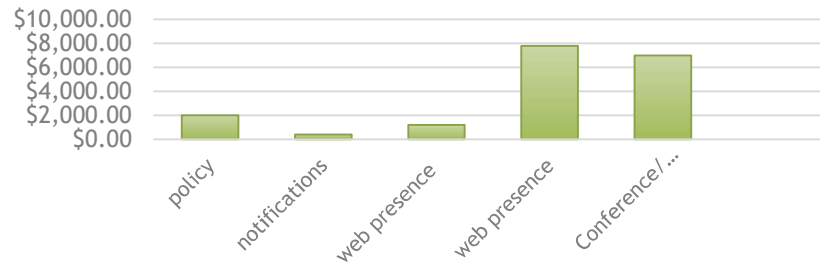
TOTAL COSTS  
**\$18,400.00**

DIFFERENCE  
**! \$0.00**

## BUDGET VS. COSTS



## Planned Expenses



TYPE	Expense	DESCRIPTION	QUANTITY	COST	TOTAL
Liability insurance	policy	annual policy fee	1	\$2,000.00	\$2,000.00
Public notice	notifications	meeting notices	4	\$100.00	\$400.00
Outreach	web presence	Web maintenance	12	\$100.00	\$1,200.00
Outreach	web presence	SEO assistance	12	\$650.00	\$7,800.00
Workforce Conferences	Conference/travel	registration, hotel & travel	2	\$3,500.00	\$7,000.00
					\$0.00
					<b>\$18,400.00</b>

# Western Workforce Development Board Budget

July 2022 - June 2023

	<u>Adult</u>	<u>DLW</u>	<u>Youth</u>	<u>Totals</u>
<b><u>Budgeted Formula Funding</u></b>				
PY22 Funding	\$ 311,062.00	\$ 252,334.00	\$ 314,343.00	\$ 877,739.00
Estimated PY21 Carry Forward Funding	\$ 382,213.00	\$ 264,900.00	\$ 64,909.00	\$ 712,022.00
Total Funding	\$ 693,275.00	\$ 517,234.00	\$ 379,252.00	\$ 1,589,761.00

## **Budgeted Expenditures**

### **Budgeted Administrative Expenditures**

Administration	\$ 69,327.00	\$ 51,723.00	\$ 37,925.00	\$ 158,975.00
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### **Budgeted Program Expenditures**

Participant Training	\$ 162,445.00	\$ 82,747.00	\$ 27,306.00	\$ 272,498.00
Career Services/Support Services	\$ 193,828.00	\$ 130,881.00	-----	\$ 324,709.00
Other Program Activities	\$ 267,675.00	\$ 251,883.00	-----	
Participant Work Experience	-----	-----	\$ 68,266.00	\$ 68,266.00
Other Program Activities/Support Services	-----	-----	\$ 245,755.00	\$ 245,755.00
	\$ 693,275.00	\$ 517,234.00	\$ 379,252.00	\$ 1,589,761.00



**FY23 Memorandum of Understanding (MOU)  
for the Western Arkansas Workforce Development Area  
Arkansas Workforce Center Operations**

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Western Arkansas Workforce Development Area (WAWDA), and the Arkansas Workforce Centers, which are a part of the Arkansas Workforce Development System. It is understood that the Arkansas Workforce Centers will operate as collaborative effort based on trust and teamwork among agencies working together as partners to accomplish a shared goal of improving the quality of life for individuals through employment, training, and education.

**Purpose**

This MOU is executed between the Western Arkansas Workforce Development Board (WAWDB), the Arkansas Workforce Center Network Partners (Partners), and the Chief Elected Officials (CEOs). They are collectively referred to as the “Parties” to this MOU. This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the two (2) Arkansas Workforce Centers and the system of delivery of workforce services in the Western Arkansas Workforce Development Area. The Local Board provides oversight of workforce programming for the Local Area. The Local Board, with the agreement of the CEOs, competitively selected Odle Management Group, LLC as the One-Stop Operator in accordance with Uniform Guidance, WIOA, state and local procurement policies and procedures for the Local Area, as further outlined in the One-Stop Operator section. The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the Western Area Arkansas Workforce Area one-stop centers. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Local Area’s high-standard Arkansas Workforce Center network. The Vision, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to job seekers and business customers, as well as to the overall community.

**Mission**

The Western Arkansas workforce development system will create a workforce that is well educated, skilled, and supported to ensure the long-term labor needs of the Region’s business community are met. This supports Arkansas’s economy, keeping it competitive in the global marketplace. To carry out this mission a collaboration of the workforce system partners, and sector industry partners will utilize job market data to align services to provide improved long-term employability of citizens within the Western Arkansas Workforce Development Area.

## **Characteristics of a High-Quality Arkansas Workforce Center**

The publicly funded workforce system envisioned by the Workforce Innovation and Opportunity Act (WIOA) is quality focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provides a comprehensive, accessible, and high-quality workforce development system. This is accomplished by providing all customers access to high-quality workforce development centers that connect them with the full range of services available in their communities, whether they are looking to find jobs; build basic educational or occupational skills; earn a postsecondary certificate or degree; obtain guidance on how to make career choices; or are businesses and employers seeking skilled workers.

For successful integration and implementation of Partner programs, all Partners agree to support and reinforce the following characteristics of a high-quality workforce delivery system.

### **Customer Service**

- Reflect a Welcoming Environment
- Provide Career Services that Empower
- Value Skill Development
- Create Opportunities for Individuals at all Skill Levels
- Improve Job Seeker Skills
- Deliver Quality Business Services

### **Innovation and Service Design**

- Integrated Intake Process
- Actively Engage Industry Sectors
- Use Market Driven Principles
- Use Innovative Delivery Models
- Offer Virtual and Center-Based Services
- Ensure Access to All Customers

### **Systems Integration and High-Quality Staffing**

- Reflect Robust Partnerships
- Organize Services by Function
- Use Common Performance Indicators
- Implement Integrated Policies

- Cross-Train and Equip Center Staff
- Offer Highly Trained Career Counselors
- Maintain Integrated Case Management

## Arkansas Workforce Centers (American Job Centers)

The Local Area has two (2) Arkansas Workforce Centers, also known as one-stop centers that are designed to provide a full range of assistance to job seekers and businesses under one roof. The Arkansas Workforce Centers are proud partners of the American Job Center network. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.

### Arkansas Workforce Centers in the Local Area

Type of Center (Comprehensive or Affiliate)	Mailing Address	Operating Hours	Phone
Comprehensive	616 Garrison Ave. Fort Smith, AR 72901	8am-4:30pm M-F	479-783-0231
Affiliate	1100 College Dr., Mena, AR 71953	8am-4:30pm M-F	479-394-3060

## One-Stop Operator

Odle Management Group, LLC was selected by the Local Board for the one-stop operator through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and State and Local procurement laws and regulations. Documentation for the selection of the one-stop operator is published and may be viewed on the Local Board website at: [www.westernarkansasworks.com](http://www.westernarkansasworks.com) All Parties agree that this MOU shall be reviewed and renewed the lessor of every four years or whenever a new one-stop operator is selected. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

## Partners

### Physically Co-Located at an Arkansas Workforce Center

Partner Program	Partner Organization	Authorization/Category	Contact Information
*Adult Education and Family Literacy (WIOA Title II)	Arkansas Division of Workforce Services, Fort Smith School District	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	501 South 20 <sup>th</sup> Fort Smith, AR 479-784-8185 <a href="mailto:kdorn@fortsmithschools.org">kdorn@fortsmithschools.org</a>
*Job Corps	LifeSkills Connection, Inc.	Job Corps, WIOA Title I, Subtitle C	1500 West 3 <sup>rd</sup> St. Manning, IA 51455 <a href="mailto:reitan@lifeskillsconnection.com">reitan@lifeskillsconnection.com</a>
*Senior Community	AARP Foundation	Title V of the Older Americans Act of 1965	2228 Albert Pike, Ste. C Hot Springs, AR 71913

Partner Program	Partner Organization	Authorization/Category	Contact Information
Service Employment Program			501-767-2211 <a href="mailto:tlillard@aarp.org">tlillard@aarp.org</a>
*Jobs for Veterans State Grants (JVSG)	Arkansas Division of Workforce Services	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C. N	616 Garrison Ave. Fort Smith, AR 72901 479-783-0231
*Temporary Assistance for Needy Families (TANF)	Arkansas Division of Workforce Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	616 Garrison Ave. Fort Smith, AR 72901 479-783-0231
*Trade Adjustment Assistance (TAA)	Arkansas Division of Workforce Services	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	616 Garrison Ave. Fort Smith, AR 72901 479-783-0231 <a href="mailto:tom.bonkofsky@arkansas.gov">tom.bonkofsky@arkansas.gov</a>
*Unemployment Insurance	Arkansas Division of Workforce Services	Unemployment Insurance (UI) programs under state unemployment compensation laws	616 Garrison Ave. Fort Smith, AR 72901 479-783-0231 <a href="mailto:tom.bonkofsky@arkansas.gov">tom.bonkofsky@arkansas.gov</a>
*Vocational Rehabilitation (WIOA Title IV)	Arkansas Division of Workforce Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	400 Rogers Ave., Ste. C Fort Smith, AR 72901 479-755-3300 <a href="mailto:dana.byrum@arkansas.gov">dana.byrum@arkansas.gov</a>
* Division of Services for the Blind (WIOA Title IV)	Arkansas Division of Workforce Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	616 Garrison Ave. Fort Smith, AR 72901 479-782-4555 <a href="mailto:tina.shores@arkansas.gov">tina.shores@arkansas.gov</a>
*WIOA Title I Adult, Dislocated Worker, and Youth Program	Western Arkansas Planning & Development District (WAPDD)	WIOA title I Adult, Dislocated Worker, and Youth Programs	1109 S 16 <sup>th</sup> St Fort Smith, AR 72902 479-785-2651 <a href="mailto:dwilliamson@wapdd.org">dwilliamson@wapdd.org</a>

\*Indicates a Required Program

#### Not Physically Co-Located at an Arkansas Workforce Center

Partner Program	Partner Organization	Authorization/Category	Contact Information
Supplemental Nutrition Assistance Program (SNAP) Employment & Training	Arkansas Division of Workforce Services, Adult Education	Section 4022 of the Agricultural Act of 2014	501 South 20 <sup>th</sup> Fort Smith, AR 479-784-8185 <a href="mailto:kdorn@fortsmithschools.org">kdorn@fortsmithschools.org</a>
*Career and Technical Education	Guy Fenter Education Services Coop	Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	3010 E Hwy 22, Suite J Branch, AR 479-965-2723 <a href="mailto:jennifer.turner@wscstarfish.com">jennifer.turner@wscstarfish.com</a>

Partner Program	Partner Organization	Authorization/Category	Contact Information
*National Farmworker Jobs Program	Arkansas Human Development Corporation	National Farmworker Jobs Program (NFJP)2, WIOA Sec. 167	300 S. Spring St., Ste 700 Little Rock, AR 72201 501-374-1103
*Adult Education and Family Literacy (WIOA Title II)	Arkansas Division of Workforce Services, Van Buren School District	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	605 Alma Blvd. Cir. Van Buren, AR 72956 479-471-0019 <a href="mailto:dfaubus@vbsd.us">dfaubus@vbsd.us</a>
*Adult Education and Family Literacy (WIOA Title II)	Arkansas Division of Workforce Services, ATU-Ozark	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	Highway 23 N. Ozark, AR 72949 479-667-2117 <a href="mailto:rolson2@atu.edu">rolson2@atu.edu</a>
*Adult Education and Family Literacy (WIOA Title II)	Literacy Council of Western Arkansas	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	300 S 11 <sup>th</sup> St. Fort Smith, AR 72901 479-783-2665 <a href="mailto:bente@lcowa.com">bente@lcowa.com</a>
*Job Corps	Forest Service Cass Job Corps Civilian Conservation Center	Job Corps, WIOA Title I, Subtitle C	21424 N Hwy 23 Ozark, AR 72949 479-667-0301 <a href="mailto:rlassiter@fs.fed.us">rlassiter@fs.fed.us</a>
*Indian and Native American Programs	American Indian Center of Arkansas	Indian and Native American Programs (INA), WIOA sec. 166,29 USC 3221	400 W Capitol Ave., Ste. 2380 Little Rock, AR 72201 501-666-9032 <a href="mailto:michael@aicargo.org">michael@aicargo.org</a>
*Senior Community Service Employment Program	National Caucus and Center on Black Aging	Title V of the Older Americans Act of 1965	940 23 <sup>rd</sup> St. Batesville, AR 72501 870-569-4281 <a href="mailto:leveretts@myncba.com">leveretts@myncba.com</a>

\*Indicates a Required Program

### 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 Arkansas Workforce Center network if the Local Board and chief elected official(s) approve the entity's participation.

### Partner Services

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Arkansas Workforce Center network system. Additional services may be provided on a case-by-case basis and with the approval of the Local Board and the CEO.

- 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 and take and fill job orders
- Provide information regarding disability awareness issues
- Provide incumbent worker upgrade training through various modalities
- Provide information regarding workforce development initiatives and programs
- Provide information regarding assistive technology and communication accommodations
- Develop, convene, or implement industry or sector partnerships

## **Job Seeker Services**

- Basic Career Services
  - 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
  - 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 apprenticeships, and internships
  - Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing 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

## **Roles and Responsibilities of Partners**

The Parties to this agreement will work closely together to ensure that all Local Area Arkansas Workforce Centers are high performing workplaces with staff that will ensure quality of service.

## **All Parties**

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and



- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

### **Chief Elected Official**

The CEOs will, at a minimum:

- In Partnership with the Local Board 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 Boards and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- Approve the Local Board budget and workforce center cost allocation plan,
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the Local Board to oversee the operations of the Local Area Arkansas Workforce Center network.

### **Local Board**

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

- In Partnership with the CEOs and other applicable Partners within the Local Area, develop and submit a Local Area plan that includes a description of the activities that shall be undertaken by the Local Board and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- In Partnership with the CEOs 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 Boards and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- In collaboration and Partnership with the CEOs and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the Local CEOs and the other Local Boards within the regional area, design and approve the Arkansas Workforce Center network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities,
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities)

- and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
  - A holistic system of supporting services, and
  - One or more competitively procured one-stop operators.
- In collaboration with the CEOs, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
- Determine the role and day-to-day duties of the one-stop operator,
- Approve annual budget allocations for operation of the Arkansas Workforce Center network,
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- Leverage additional funding for the Arkansas Workforce Center network to operate and expand one-stop customer activities and resources, and
- Review and evaluate performance of the Local Area and one-stop operator.

#### **Local Workforce Development Board Staff**

Specific responsibilities include, at a minimum:

- Assist the CEO and the Local Board with the development and submission of a single regional and local plan,
- Support the Local Board with the implementation and execution of the regional mission, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the Local Board, and
- Oversee negotiations and maintenance of MOUs with one-stop Partners.

#### **One-Stop Operator**

The one-stop operator will assist the Local Board in establishing and maintaining the Arkansas Workforce Center network structure. This includes but is not limited to:

- Ensuring that State requirements for center certification are met and maintained,
- Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
- Ensuring that Local Board policies are implemented and adhered to,
- Adhering to the provisions outlined in the contract with the Local Board and the Local Workforce Development Area Plan,
- Reinforcing strategic objectives of the Local Board to Partners, and
- Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.

- Integrating systems and coordinating services for the center and its Partners, placing priority on customer service. Integrated workforce service delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- Aligning activities functionally, e.g., Skills Development Team or Business Services Team.
- Ensuring service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program. The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- Overseeing and coordinating partner, program, and Arkansas Workforce Center network performance. This includes but is not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the Local Board,
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
  - Collaborating with the Local Board on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
  - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
  - Evaluating customer satisfaction data and propose service strategy changes to the Local Board based on findings.
  - Managing fiscal responsibilities and records for the center. This includes assisting the Local Board with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

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

## **Partners**

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

- Provide access to its programs or activities through the workforce center system,
- Provide applicable career services,
- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

## **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 develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy these requirements. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local Board's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.

- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the Arkansas Workforce Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)). All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## **Confidentiality**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including Personally Identifiable Information (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 the other Parties.

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

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

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information,

any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures, as well as relevant State laws regarding unemployment insurance information.

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 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 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 services to workers, job seekers, and employers. 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 Area Arkansas Workforce Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the Local Area Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## **Accessibility**

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

**Physical Accessibility**

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the ADA Standards for Accessible Design or subsequent federal standards. Services will be available in a convenient and accessible location, considering 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 Local Board will work with the Arkansas Workforce Development Board (State Board) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010, the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media or work out a separate agreement with the Local Board to post content through its website or the State Board website.

**Communication Accessibility**

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

**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 those policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all Arkansas Workforce Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age,

language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS, DRAGON, or MAGic) and assistive listening devices must be available to ensure physical and programmatic accessibility within the Arkansas Workforce Center network.

## **Outreach**

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

- Specific steps to be taken by each partner,
- An outreach plan to the region's business entities,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,
- A plan for messaging to internal audiences,
- An outreach tool kit for Partners,
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

## **Dispute Resolution**

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to satisfy the requirements of the MOU. (Note: This is separate from the Local Area Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises regarding the terms, conditions, or performance requirements of the MOU that cannot be resolved by agreement of the Parties. It is the responsibility of the Local Board Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
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 Local Board Chair (or designee) and all Parties to the MOU regarding the conflict



within 10 business days from the date that it is determined that agreement cannot be reached.

3. The Local Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local Board's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

## **Monitoring**

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

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

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

## **Non-Discrimination and Equal Opportunity**

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national

origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

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

### **Indemnification**

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

### **Severability**

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

### **Drug and Alcohol-free Workplace**

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

### **Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2

CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

## **Debarment and Suspension**

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

## **Priority of Service**

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

## **Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

## **Governing Law**

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

## **Modification Process**

Renewal of an MOU requires all parties to review and agree to all elements of the MOU and resign the MOU. An amendment or modification of the MOU must be in writing and the new version of the MOU must be resigned by all parties. If a new member or CEO is added to the MOU, only that member or CEO is required to sign the new MOU, as long as the MOU they are signing is the latest approved version of the MOU. References for MOU guidance are 20 CFR 678.500(b)(6), (d), and (e), 34 CFR 361.500(b)(6), (d), and (e), and 34 CFR 463.500(b)(6), (d), and (e).

The Infrastructure Funding Agreement (IFA) is considered a separate addendum to this MOU; and changes to the IFA do not necessarily constitute an amendment or modification to the MOU. The IFA governs costs associated only to partners who are physically located within the workforce centers. Merely updating the IFA by reflecting changes in partner occupancy does not require renewal of the MOU.

The following steps will be taken to modify the MOU:

**1. Notification**

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

**2. Discussion/Negotiation**

Upon notification, the Local Board Chair (or WIOA administrator as 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, the modification can be accomplished through electronic communication among all the Parties. If the proposed modification is extensive and is met with opposition, the Local Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering this MOU that includes the Local Board, wherein the new party assumes all the rights and obligations of the original party. Upon execution, the Local Board Chair (or WIOA administrator as 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 Local Board Chair (or WIOA administrator as designee) must ensure that the process in the Dispute Resolution section is followed.

**3. Signatures**

The Local Board Chair (or WIOA administrator as designee) must immediately circulate the MOU modification and secure Partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document if the Local Board Chair (or WIOA administrator as 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. If there is a risk of termination pursuant to this provision, the party unable to perform shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU, and such breach is not cured within thirty (30) days after receiving written notice from the Local Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed. Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above. All parties agree that this MOU shall be reviewed and renewed the lessor of every four years or whenever a new one stop operator is selected.

## **Effective Period**

This MOU is entered into on July 1, 2022. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2025, 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 Local Area Arkansas Workforce Center network. The Parties to this MOU agree that 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 that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by Arkansas Workforce Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received 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 master budget that is necessary to maintain the Local Area's high-standard Arkansas Workforce Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs,
- Career services, and
- Shared services.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. 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 must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

The Infrastructure Funding Agreements (IFAs) and Operating Budgets will be implemented in accordance with the timelines established by the U. S. Department of Labor's Training and Employment Guidance Letter (TEGL) 17-16 and its' subsequent changes or guidance provided by the U.S. Department of Labor and may require a modification to this MOU to incorporate the changes.

## **Signatures**

By signing below, you agree to comply with the terms of this agreement. Persons signing this MOU on behalf of a Party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

**Chief Elected Official**

Daniel Rogers  
Mayor  
City of Paris

**Local Board Chairperson**

Rachel Mize  
President  
Stark Manufacturing, LLC

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Signature \_\_\_\_\_ Date \_\_\_\_\_

**One Stop Operator**

Odle Management Group, LLC  
Tony Van Slyke  
Manager

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Job Corps**

LifeSkills Connection Inc.  
Steve Reitan  
President

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SCSEP**

AARP Foundation  
Demetrios Antzoulatos  
Vice President Finance, Grants, Operations

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**WIOA Title I Adult, DLW, Youth**

Western Arkansas Planning & Dev. District  
Sasha Grist  
Executive Director

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**\*Arkansas State Programs**

Arkansas Division of Workforce Services  
Charisse Childers  
Director

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Career & Technical Education**

Guy Fenter Education Services Coop  
Roy Hester  
Director

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

*\*Adult Education, Rehabilitation Services, Division of Services for the Blind, Jobs for Veterans State Grants, Temporary Assistance for Needy Families, Trade Adjustment Assistance, Unemployment Insurance, Wagner-Peyser Employment Services, Supplemental Nutrition Assistance Program, Migrant & Seasonal Farm Workers.*

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Signature \_\_\_\_\_ Date \_\_\_\_\_

**Job Corps**

Cass Job Corps Civilian Conservation Center  
Richard Lassiter  
Center Director

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SCSEP**

National Caucus & Center on Black Aging  
Lorelei Everetts  
North Arkansas Program Manager

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Career Pathways**

Arkansas Tech University - Ozark  
Bruce Sikes  
Chancellor

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Indian and Native American Programs**

American Indian Center of Arkansas  
Michael Hein  
Executive Director

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**AEFLA**

Literacy Council of Western Arkansas  
Bente Ericksen  
Program Director

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Signature \_\_\_\_\_ Date \_\_\_\_\_

**Career Pathways**

University of Arkansas, Rich Mountain  
Phillip Wilson  
Chancellor

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Signature \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT B**  
**INFRASTRUCTURE FUNDING AGREEMENT FY23**

**I. INTRODUCTION**

This Infrastructure Funding Agreement (IFA) shall determine how the Local Board and partners will fund the infrastructure costs at the Workforce Centers in Western, AR. The Western Arkansas Workforce Development Board (WAWDB), chief elected officials (CEO), and one-stop partners hereby agree to amounts and methods of calculating amounts each partner will contribute for one-stop infrastructure funding as determined herein.

This agreement shall take effect on July 1, 2022 and expire on June 30, 2025.

The One-Stop Operator coordinates the delivery of services with the following partners: Arkansas Division of Workforce Services (ADWS), Western Arkansas Planning & Development District (WAPDD), AARP Foundation (SCSEP), LifeSkills Connection (Job Corp), Fort Smith Adult Education (FSAE). See the MOU for a list of services provided by each partner.

**II. COST ALLOCATION METHODOLOGY**

The One Stop Budget (Budget) and IFA for Western Arkansas Workforce Development Area was prepared under the guidelines established in the OMB Circulars/ Common Rule and the One-Stop Comprehensive Financial Management Technical Assistance Guide. The standards contained in the cost principles budgetary structures and generally accepted accounting principles (GAAP) were combined in order to identify the direct and common characteristics of each expenditure category.

The costs in this IFA are infrastructure costs that are shared jointly with the above partners. The one-stop partner program's proportionate share of funding has been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200.306 based upon a reasonable cost allocation methodology whereby infrastructure costs are charged to each partner in proportion to relative benefits received, and have been determined to be allowable, necessary, and allocable;

The WAWDB as identified in the WAWDA MOU, hereby certifies that this plan has been prepared in accordance with these guidelines.

This Plan has identified and equitably distributed Job Center infrastructure costs by cost pools. The infrastructure costs are funded through cash and fairly evaluated in-kind partner contributions and include any funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing one-stop delivery system operations.

The Budget, attached hereto, was based on historical costs from the previous Fiscal Year expenditures and shall be reconciled against actual costs in the current fiscal year and adjusted accordingly within the first 30 days of the beginning of each next fiscal year. Any overpayment may be credited towards that partner's future share of costs or refunded when necessary to meet the partners funding regulations. Any underpayment

shall be paid within 30 days of receiving a copy of the reconciled budget showing actual costs AND an invoice for the total amount due.

### **III. DIRECT COSTS**

Each partner will pay its own direct costs relating to staff costs such as salaries and benefits. All other direct costs including but not limited to, insurance, furniture, equipment, phones, etc. that are incurred by individual partners are the responsibility of the individual partner agency.

### **IV. SHARED COSTS**

Costs that are common will be allocated based on various allocation methodologies. Shared, or Common costs, are broken down into two categories; *Infrastructure Costs* and *Additional Delivery System Costs*. Infrastructure Costs include, for example, rent, utilities, janitorial, supplies, equipment, copiers, and share internet/phones. These costs are allocated in this Infrastructure Funding Agreement. Additional Delivery System Costs include salaries and fringe benefits of personnel such as receptionists, Job Center manager, Workforce Development Board Administration, services provided by tech support, outreach marketing, etc. These costs are allocated in the Resource Sharing Agreement.

### **ADDITIONAL COSTS**

WIOA sec. 121(i)(1); 20 CFR 678.760(a)-(b), 34 CFR 361.760(a)-(b), 34 CFR 463.760(a)-(b)

- Must include the costs of the provision of career services in WIOA sec. 134(c)(2) applicable to each program consistent with partner program's authorizing Federal statutes and regulations, and allocable based on Federal costs principals in the Uniform Guidance at 2 CFR part 200.
- May include shared operating costs and 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.

### **INFRASTRUCTURE COSTS**

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

- Non-personnel costs
- Costs necessary for the general operation of the one-stop center, including but not limited to:
  - Applicable facility costs (such as rent) including costs of utilities and maintenance
  - Equipment (including assessment-related products and assistive technology for individuals with disabilities)
  - Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities
  - May consider common identifier costs as costs of one-stop infrastructure
  - May consider supplies as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center.

## **V. PARTNER PROVISIONS**

The allocation of costs should be revised each time a partner begins or terminates delivery of service in the Job Center or at any time a partner agency substantially changes its proportionate utilization at the Job Center. Accordingly, the Infrastructure Funding Agreement (IFA) shall be adjusted to reflect changes in the allocations of Infrastructure and Additional Costs. All partners must agree on the initial allocations and any subsequent changes to the initial allocations.

The IFA is the document of record regarding IFA charges and will be used for cost allocation. IFA charges will be based upon proportionate utilization using the agreed upon method (normally square footage) listed in the IFA at the beginning of the quarter. Changes to leases and other IFA expenditures will not be reflected in the allocation of costs until the IFA is amended or replaced.

Changes to proportionate utilization by partners must be documented with an amendment to the IFA showing the new allocations. The One Stop Operator will send an email (requesting delivery receipt) with the updated allocations (normally square footage) to the partners. Each partner is responsible for providing the OSO with a current email and checking their email at least every 14 days. If no partner disagrees within 14 calendar days, then the IFA amendment will go into effect at the beginning of the next quarter.

Charges and credits will not be issued for changes to proportionate utilization during a quarter, all updates will take effect at the beginning of the next quarter.

To ensure equitable benefit among the One-Stop partners, this Infrastructure Funding Agreement shall be reviewed quarterly and modified by amendment or replaced as necessary. The WDB will work with One-Stop partners to achieve consensus and informally mediate any possible conflicts or disagreements among the partners.

All purchases for the Job Center that would be pooled and allocated to all partners, in excess of \$1,000.00 must be approved by the One-Stop committee on Cost Allocation. After approval from the committee on Cost Allocation, the expenditures would be brought before the One-Stop Consortium/Committee for review and approval before it's presented to the executive Committee or Full Board for approval.

## **VI. SIGNATURES**

By signing, you agree to comply with the terms of this agreement. Persons signing the Infrastructure Funding Agreement on behalf of a party swear and affirm that they are authorized to act on behalf of such Party and acknowledge that the other Parties are relying on their representations to that effect.

Western Arkansas Workforce Development Area IFA  
Budget FY23

	<i>Fort Smith</i>	
Partners	Occupied/Common	% of Total
AARP	126	0.89%
ADWS	13013	92.15%
ARS	94	0.67%
DSB	451	3.19%
FSAE	94	0.67%
LifeSkills	249	1.76%
WAPDD	94	0.67%
	14121	100.00%

	<i>Mena</i>	
Partners	Occupied/Common	% of Total
ADWS	2870.1	98.10%
ARS	15.5	0.53%
WAPDD	40	1.37%
	2925.6	100.00%

Infrastructure			
Costs	<i>Fort Smith</i>	Quarterly Cost	Annual Cost
Rent		\$41,834.13	\$167,336.52
Resource Room		\$2,926.50	\$11,706.00
Total		\$44,760.63	\$179,042.52

Annual Cost per Partner at <i>Fort Smith</i> Center						
AARP	DSB	ADWS	ARS	FSAE	LifeSkills	WAPDD
\$1,493.12	\$5,344.44	\$154,206.51	\$1,113.92	\$1,113.92	\$2,950.70	\$1,113.92
\$104.45	\$373.87	\$10,787.49	\$77.92	\$77.92	\$206.42	\$77.92
\$1,597.58	\$5,718.30	\$164,994.00	\$1,191.84	\$1,191.84	\$3,157.11	\$1,191.84

Infrastructure			
Costs	<i>Mena</i>	Quarterly Cost	Annual Cost
Rent		\$7,743.75	\$30,975.00
Resource Room		\$3,010.50	\$12,042.00
Total		\$10,754.25	\$43,017.00

Annual Cost per Partner at <i>Mena</i> Center			
ADWS	ARS		WAPDD
\$30,387.39	\$164.11		\$423.50
\$11,813.56	\$63.80		\$164.64
\$42,200.95	\$227.91		\$588.15

Infrastructure			
Costs	<i>Comprehensive</i>	Quarterly Cost	Annual Cost
<i>Sub-total</i>		\$55,514.88	\$222,059.52
One Stop operator cost		\$10,924.25	\$43,697.00
Total		\$66,439.13	\$265,756.52

Annual Cost per Partner for One-Stop Operation						
AARP	DSB	ADWS	ARS	FSAE	LifeSkills	WAPDD
						\$43,697.00
\$1,597.58	\$5,718.30	\$207,194.95	\$1,419.75	\$1,191.84	\$3,157.11	\$45,476.99

**Total Cost**

The undersigned agree to the information in this document to be true reflection of the costs associated with the Arkansas Workforce Centers and One-Stop Operation in the Western Arkansas Workforce Development Area.

Charise Childers, Director \_\_\_\_\_ Date  
Division of Workforce Services  
Adult Education  
Rehabilitation Services  
Division of Services for the Blind  
Jobs for Veterans State Grant  
Migrant and Seasonal Farmworker Program  
Temporary Assistance for Needy Families  
Trade Adjustment Assistance  
Unemployment Insurance  
Wagner-Peyser Employment Services

Sasha Grist, Executive Director \_\_\_\_\_ Date  
Western Arkansas Planning & Development District

Demetrios Antzoulatos, VP Finance, Grants, Operations \_\_\_\_\_ Date  
Senior Community Service Employment Program (AARP Foundation)

Steve Reitan, President \_\_\_\_\_ Date  
Job Corps (LifeSkills Connection Inc.)