

**Memorandum of Understanding (MOU)  
for the Eastern 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 Eastern Arkansas Workforce Development Area, and the Arkansas Workforce Centers, which are a part of the Arkansas Workforce Development System. It is understood that the Arkansas Workforce Centers will be a 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 Workforce Development Board of Eastern Arkansas, 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 three Arkansas Workforce Centers in the Eastern Local Workforce Development Area. The Local Board provides local oversight of workforce programming for the Local Area. The Local Board, with the agreement of the CEOs, has competitively selected the Workforce Development Board of Eastern Arkansas as the one-stop operator 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 Local Area Arkansas Workforce Center network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Local Area’s high-standard Arkansas Workforce Center network. The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall community.

**Vision**

Arkansas will have a world-class workforce that is well educated, skilled, and working to keep Arkansas's economy competitive in the global marketplace.

**Mission**

To promote and support a talent development system in Arkansas that offers employers, individuals, and communities the opportunity to achieve and sustain economic prosperity.

## **Arkansas's Talent Development System Philosophy**

- We believe that there must be a pipeline of skilled workers for employers and a job for every Arkansan that wants one.
- We believe that the talent development system of Arkansas must be relevant to the labor market to meet the needs of employers and job seekers, and for Arkansas to compete globally.
- We believe that every Arkansan should have opportunity and access to training and education that leads to a career with gainful employment.
- We believe innovation and partnerships centered on local economic priorities maximizes effectiveness and puts the State in the best position to address local and regional workforce needs.
- We believe Arkansas's workforce system should be a viable resource for business and industry.
- We believe that for the talent development system to be the preferred system, the system must be accountable, flexible, and align education and training with business and industry needs.
- We believe that for the talent development system to be effective, we must eliminate overlap and duplication of resources and services and streamline investment of funds.

## **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 three 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	2003 W. Broadway West Memphis, AR 72301	8 a.m. – 4:30 p.m.	870.400.2269
Affiliate	300 Eldridge Rd., Suite 2 Forrest City, AR 72336	8 a.m. – 4:30 p.m.	870.633.2900
Affiliate	819 Newman Dr. Helena, AR 72342	8 a.m. – 4:30 p.m.	870.338.2710

## One-Stop Operator

The CEOs selected the one-stop operator, Workforce Development Board of Eastern Arkansas, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and State and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Local Board website at: [www.onestop.org](http://www.onestop.org). 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 – Forrest City

Partner Program	Partner Organization	Authorization/Category	Contact Information
*Adult Education and Family Literacy (WIOA Title II)	Arkansas Department of Career Education	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	Debbie Feagin Director, Adult Education Program 1620 Newcastle Rd. PO Box 925 Forrest City, AR 72336 870-633-4480 ext. 311 dfeagin@eacc.edu
*National Farmworker Jobs Program	Arkansas Human Development Corporation	National Farmworker Jobs Program (NFJP)2, WIOA Sec. 167	Bryant Stephens P. O Box 1059 Forrest City, AR 72336 870-633-2900 bstephens@arhdc.org
*Temporary Assistance for Needy Families (TANF)	Arkansas Department 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.)	Alice Williford, DWS Field Manager P. O Box 1059 Forrest City, AR 72336 Phone# 870-261-6410 Alice.Williford@Arkansas.Gov
*Trade Adjustment Assistance (TAA)	Arkansas Department 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.)	Alice Williford, DWS Field Manager P. O Box 1059 Forrest City, AR 72336 Phone# 870-261-6410 Alice.Williford@Arkansas.Gov
*Unemployment Insurance	Arkansas Department of Workforce Services	Unemployment Insurance (UI) programs under state unemployment compensation laws	Alice Williford, DWS Field Manager P. O Box 1059 Forrest City, AR 72336 Phone# 870-261-6410 Alice.Williford@Arkansas.Gov

Partner Program	Partner Organization	Authorization/Category	Contact Information
*Vocational Rehabilitation (WIOA Title IV)	Arkansas Department of Career Education, Arkansas Rehabilitation 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	Everett Adamson MA, CRC, Area Manager 206 Shoppingway West Memphis, AR 72301 870-733-6211 Everett.Adamson@arkansas.gov
*Wagner-Peyser Employment Services (ES) (WIOA Title III)	Arkansas Department of Workforce Services	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Alice Williford, DWS Field Manager P. O Box 1059 Forrest City, AR 72336 Phone# 870-261-6410 Alice.Williford@Arkansas.Gov
*WIOA Title I Adult, Dislocated Worker, and Youth Program	Workforce Development Board of Eastern Arkansas	WIOA title I Adult, Dislocated Worker, and Youth Programs	Heather Pipkin, Dir. of Programs 2003 West Broadway West Memphis, AR 72301 Office: 870-733-3528 Heather.pipkin@arkansas.gov

#### Not Physically Co-Located at an Arkansas Workforce Center – Forrest City

Partner Program	Partner Organization	Authorization/Category	Contact Information
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.	Stephanie V. Robinson Post Office Box 2981 Little Rock, AR 72203-2981 Phone: 501-320-5629 stephanie.v.robinson@arkansas.gov
*Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Cynthia B. Alexander, Admission Counselor 2003 West Broadway West Memphis, AR 72301 870-400-4977 Alexander.Cynthia@Jobcorps.org
*Senior Community Service Employment Program	National Caucus and Center on Black Aging, Inc. (NCBA-SCSEP)	Title V of the Older Americans Act of 1965	Sandra Thomas, State Secretary 117 E Front Street Lonoke, Arkansas 72086 501-508-2838 sthomas@myncba.com
*Vocational Rehabilitation (WIOA Title IV)	Arkansas Department of Human Services, Division of Services for the Blind	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	Amber Neal 1600 Browns Lane Access Road Jonesboro, Arkansas 72401 870-268-2232 Amber.Neal@dhs.arkansas.gov
*Adult Education and Family Literacy (WIOA Title II)	Arkansas Department of Career Education	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	Debbie Feagin, East Arkansas Community College, 1700 New Castle Rd., Forrest City, AR 72335; 870-633-4480 ext.311 dfeagin@eacc.edu

Partner Program	Partner Organization	Authorization/Category	Contact Information
*Career and Technical Education	East Arkansas Community College	Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Robert Summers, VP for Vocational, Occupational and Technical Education 1700 Newcastle Rd Forrest City, AR 72335 870-633-4480, ext. 223, 231 tbillingsley@eacc.edu
*Supplemental Nutrition Assistance Program (SNAP) Employment & Training	East Arkansas Community College	Section 4022 of the Agricultural Act of 2014	Briley Padilla, SNAP Coordinator 1700 Newcastle Rd Forrest City, AR 72335 870-633-4480, ext. 429
*Community Service Block Grant Employment & Training		Community Services Block Grant Act	N/A
*HUD Employment & Training Program			N/A
*YouthBuild		YouthBuild WIOA Sec. 171 (29 USC 3226)	N/A
*Indian and Native American Programs	American Indian Center of Arkansas	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Michael Hein, ED 400 W. Capitol Ste. 1611 Little Rock, AR 72207 501-666-9032 michael@aicago.org
*Reentry Employment Opportunities (REO)		Section 212 of the Second Chance Act of 2007 and WIOA Sec. 169)	N/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 who 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 vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the Local 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 Board Business 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) 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 all 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 of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures, 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 human resources professionals,
- 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 must be signed by all parties. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. These changes may occur through the local MOU modification process. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require renewal of the MOU. A change to the MOU due to the election of a new CEO would ensure that the newly elected official is aware of the local one-stop partners, as well as the terms and conditions of the MOU. When the local area has created a new Infrastructure Funding Agreement (IFA), the MOU must be updated in accordance with 20 CFR 678.500(e), 34 CFR 361.500(e), and 34 CFR 463.500(e). Updating the MOU 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 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 into an MOU that includes the Local Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Local Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

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

### **3. Signatures**

The Local Board Chair (or 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 as long as the Local Board Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

### **Termination**

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

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. 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, 2020. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2023, 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, 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.

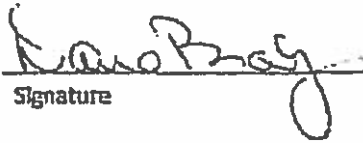


WDBEA Memorandum of Understanding

Adult, Dislocated Worker and Youth Programs (WIOA Title I)

Workforce Development Board of Eastern Arkansas

Dave Brady, Executive Director

  
Signature

8-4-20  
Date

  
CEO Chair Signature

9-11-2020  
Date

  
WDBEA Chair Signature

8-12-2020  
Date