

**Northeast Arkansas
Workforce Investment Area (NEAWIA)**



**Northeast Arkansas
Workforce Investment Board
(NEAWIB) Plan**

**Program Years 2012-2016
July 1, 2012 to June 30, 2017
Modification #1 - Effective July 1, 2013**

NEAWIB Plan – Program Years 2012 – 2016

Table of Contents	
I. Local Workforce Strategic Plan	Page 3
A. Local Board Vision & Goals	Page 3
B. Economic & Workforce Information Analysis	Page 7
II. Local Operational Plan	Page 13
A. Local Governance	Page 13
B. One-Stop Delivery System	Page 16
C. Special Target Populations	Page 20
D. Grants Management	Page 24
E. Coordination and Non-Duplication	Page 28
F. Professional Development and System Improvement	Page 29
G. Performance Accountability	Page 32
H. Waiver Requests	Page 33
I. Plan Development and Implementation	Page 33
III. Attachments to the NEAWIB Plan	Page 35
Agreement among the NEACEOs for NEAWIA	Attachment A.
NEAWIB By-Laws	Attachment B.
NEAWIB Grievance Policy	Attachment C.
Board of Directors, By-Laws, and Organizational Chart for ETS, Inc.	Attachment D.
NEAWIB Organizational Chart	Attachment E.
Memorandum of Understanding	Attachment F.

I. Local Workforce Strategic Plan

Describe the Local Workforce Investment Board's (Local Board) strategic vision for its local workforce investment area (local area) and the Board's overarching goals. Rather than simply compiling data from various sources, base this section on a thorough understanding of the economic strengths and employment needs of the workforce area.

Boards must review *Governor Beebe's Plan for Economic Development and the State of Arkansas Integrated Workforce Plan PY 2012-2016* to ensure that their plans follow the same strategic direction. Consistent strategic direction among Board Plans will aid further integration of the Arkansas workforce system.

A. Local Board Vision and Goals:

Local board plans must identify the key issues, challenges, and opportunities that are expected in the next five years and that have an impact on the workforce system. Identify the goals and objectives for the workforce area. The plan must specifically address the following. [WIA §117(d)(1)], [WIA §118(a)]

NEAWIB Response:

In an effort to ensure continuity with the Governor's Plan for Economic Development and the State of Arkansas Integrated Workforce Plan PY 2012-2016, The Northeast Arkansas Workforce Investment Area is participating in the preparation of a statewide Comprehensive Economic Development Strategy (CEDS) with the Arkansas Association of Development Organizations (AADO), the Institute of Economic Advancement at the University of Arkansas at Little Rock (UALR), and the Economic Development Administration (EDA). The primary objective of the Arkansas Statewide CEDS is to become a vital document for addressing economic development issues, challenges, and opportunities by creating broad economic development strategies that can be utilized by Arkansas' communities and regions. The planning process involves city/county elected and appointed officials as well as leaders from the private sector, banking, chambers of commerce, economic development, two and four year state colleges/institutions, K-12, utilities, and health care. The top four issues and challenges submitted by the Northeast Region are:

- 1. Education/skill levels of the workforce*
- 2. Rural communities/Leveraging community's assets to maximize competitiveness*
- 3. Lack of Technology Infrastructure (Broadband access)*
- 4. Sites/Location assets that make a community most competitive*

The top four issues determined through a statewide survey are:

- 1. Retaining and Creating Jobs*
- 2. Educated and Skilled Workers and Leaders*
- 3. Physical Infrastructure (with broadband as highest priority)*
- 4. Healthy Communities, Affordable Housing, Quality of Life/Place*

Regional meetings are currently being scheduled to present the survey findings and solicit reactions and further input. Future plans include development of strategies, development of web portal, and initial draft of CEDS preparation.

Preliminary findings indicate cohesiveness with the Governor's five goals for economic development, the Governor's five components of economic development, and the vision and mission of the Arkansas Workforce Investment Board. The preliminary findings will be honed and developed into goals, objectives, and strategies for the Northeast Region with the assistance of the Northeast Arkansas Workforce Investment Board (NEAWIB).

1. The vision for the local workforce investment system and how the local system will appear at the end of the five-year period covered by this plan.

NEAWIB Response:

The Northeast Arkansas Workforce Investment Board (NEAWIB), in partnership with the Northeast Arkansas Chief Elected Officials (NEACEOs), is responsible for setting policy and overseeing workforce investment programs for the Northeast Arkansas Workforce Investment Area (NEAWIA). The legislation created by the Federal Workforce Investment Act of 1998 and Arkansas Act 1125 of 1999 includes all allowable activities conducted in and through the Arkansas Workforce Centers.

NEAWIB/NEACEO's vision, "Maintain a unified, flexible, accountable workforce training system implemented through the collaboration of business, industry, labor and citizens, and characterized by accessible and responsive Arkansas Workforce Center (AWC) networks. The network will offer employers a resource for workers in existing and emerging occupations and empower Arkansans to receive employment services as well as job-specific training.

The five year vision of the NEAWIB is to maintain/improve the full service comprehensive, satellite, and affiliate Arkansas Workforce Centers serving the educational and workforce needs of the seven (7) counties as follows: Clay, Craighead, Greene, Lawrence, Mississippi, Poinsett, and Randolph."

At the end of the five-year period covered by this plan, the NEAWIA will be more integrated in serving job seeking and business customers. Customers seeking

training will be guided to in demand and targeted industries and occupations so that they are employable in high growth high wage jobs that support the economic development of Northeast Arkansas. Employers will be better served by having access to a higher skilled workforce.

2. How the local workforce investment system will help achieve the state workforce investment goals.

NEAWIB Response:

The State of Arkansas Integrated Workforce Plan has five workforce investment goals. Listed below are the steps the NEAWIB will use to help achieve each specific goal.

Goal #1: Increase the incomes of Arkansans at a growth pace greater than the national average.

A challenge, for Northeast Arkansas and for the State of Arkansas, is the inadequate education/skill levels of the workforce, especially for high tech jobs. This goal may be accomplished by preparing the State's unemployed and underemployed for rewarding, well-paying jobs by identifying the needs of the unemployed and underemployed individuals through the local AWCs. After identification of the individual's needs, the AWC will refer the individual to the appropriate core, intensive, and/or training services.

Goal #2: Expand entrepreneurship, focusing on knowledge-based enterprises.

Partner with local agencies and two and four year state colleges/institutions that foster entrepreneurship.

Goal #3: Compete more efficiently in the global marketplace for new businesses and jobs, and create a business retention strategy to reduce closures.

In order to compete more efficiently in the global marketplace for new businesses and jobs and create a business retention strategy to reduce closures, the NEAWIB will continue to provide the following:

- *Provide new businesses with a skilled workforce through occupational skills training.*
- *Work closely with local chambers of commerce and economic development.*
- *Support the workforce training needs of employers.*
- *Facilitate communication with training providers by utilizing the www.neawia.com website.*
- *Visit employers.*
- *Review customer satisfaction surveys.*
- *Develop other local resources.*

Goal #4: Economic development will meet the special needs and take advantage of the extraordinary assets of various areas of the state. It will not be a one size fits all.

The NEAWIB will continue to develop working relationships with local Chambers of Commerce and other state/local economic development agencies to provide incentives through a skilled workforce for higher-paying businesses and industries to expand within the state and/or move into the state.

Goal #5: Increase the number of workers with post-secondary training so they are prepared when they enter the workforce and equipped for new jobs in the future.

The NEAWIB's primary focus is utilizing WIA funds to provide adults, dislocated workers, and youth an opportunity to participate in occupational training at local two and four year state colleges/institutions through Individual Training Accounts (ITAs). The ultimate goal of occupational training is to gain necessary skills to obtain or retain employment that leads to self-sufficiency.

- 3. Aligning efforts among workforce development partners to achieve accessible, seamless, integrated, and comprehensive service; and how the local board will coordinate the workforce investment activities carried out in the local area with local economic development strategies and develop other employer linkages with these activities.**

NEAWIB Response:

The NEAWIB will continue to utilize collaborative efforts with other workforce center partners and other agencies to successfully align programs to ensure services are not being duplicated.

The NEAWIB is comprised of various diverse components ranging from local business leaders, economic development organizations, education/training institutions, employment agencies, social services agencies, and community based organizations. These components are partnered and work together to address the needs of the Northeast Arkansas WIA.

The NEAWIB will link with the Regional Alliance Economic Development Blueprint and Chambers of Commerce to determine the best methods to achieve local economic development strategies. Through this process, the NEAWIB will develop other employer linkages.

4. **How programs and activities described in the plan will support both the Governor's plan for economic development and the state's strategic plan for employment and training needs of youth and adults in the state.**

NEAWIB Response:

The NEAWIB supports a system that provides education, job training, work experience, and career planning to job seekers and students in accordance with the Governor's plan for economic development and the State of Arkansas' strategic plan. See response to question #2 in section above.

B. Economic and Workforce Information Analysis

Local plans should include: [WIA §117(d)(7); A.C.A §15-4-2212]

1. **Identify the workforce needs of businesses, job seekers, and workers in the local area and how the local workforce system will address these needs.**

NEAWIB Response:

Identifying/Addressing the Workforce Needs of:

A. Businesses:

1. *Needs of Businesses: Recruiting and screening services, job postings, highly trained and skilled workers, labor market information.*
2. *Addressing Needs of Businesses: AWCs provide recruiting and screening services and job postings for local business. The AWCs partner with employers and local two and four year state colleges/institutions to upgrade skills of unemployed and underemployed individuals.*

B. Job Seekers/Workers:

1. *Needs of Job Seekers/Workers: Training, access to job listings, career assessment, and skill level classifications/upgrades.*
2. *Addressing Needs of Job Seekers: The NEAWIB's primary focus is utilizing WIA funds to provide adults, dislocated workers, and youth an opportunity to participate in occupational skills training at local two and four year state colleges/institutions through Individual Training Accounts (ITAs). The ultimate goal of occupational skills training is to gain necessary skills to obtain or retain employment that leads to self-sufficiency.*

The AWC provides local job listings, career assessment through KUDER, interest inventory assessment through Transferrable Occupational Relationship Quotient (TORQ), Microsoft IT Academy training, and skill level classification through the Career Readiness Certificate (CRC) to businesses and job seekers/workers.

2. Current and projected employment opportunities in the local area and the job skills necessary to obtain the employment opportunities.

NEAWIB Response:

The NEAWIB was provided information below from the Department of Workforce Services Labor Market Information Department (DWSLMID). DWSLMID provides current and projected employment opportunities specific for the Northeast Arkansas Workforce Investment Area. A direct link to these and other relevant charts is <http://www.discoverarkansas.net/?PAGEID=67&SUBID=148>.

Projected Industry Growth			
2011-2013 (Current)			
Industry	Estimated Employment	Projected Employment	Numeric Change
Total Employment, All Jobs	105,840	107,491	1,651
Natural Resources and Mining	1,609	1,584	-25
Construction	2,697	2,727	30
Manufacturing	20,058	20,195	137
Trade, Transportation, and Utilities	17,895	18,521	626
Information	877	869	-8
Financial Activities	3,080	3,061	-19
Professional and Business Services	6,767	6,683	-84
Education and Health Services	26,041	26,564	523
Leisure and Hospitality	7,587	7,922	335
Other Services (Except Government)	2,576	2,542	-34
Government, Excluding State/Local Education and Hospitals	6,539	6,530	-9

Projected Industry Growth			
2008-2018 (Projected)			
Industry	Estimated Employment	Projected Employment	Numeric Change
Total Employment, All Jobs	107,723	113,403	5,680
Natural Resources and Mining	1,975	2,332	357
Construction	3,297	2,866	-431
Manufacturing	22,130	22,506	376
Trade, Transportation, and Utilities	18,054	16,781	-1,273
Information	932	650	-282
Financial Activities	3,435	3,566	131
Professional and Business Services	7,034	9,149	2,115
Education and Health Services	24,049	28,000	3,951
Leisure and Hospitality	7,671	8,079	408
Other Services (Except Government)	2,695	1,925	-770
Government (Excluding State/Local Education & Hospitals)	6,374	7,312	938

Projected Occupational Growth				
2011-2013 (Current)				
Occupation	Estimated Employment	Projected Employment	Numeric Change	Total Annual Openings
Total, All Occupations	105,840	107,491	1,651	3,872
Management Occupations	9,314	9,456	142	251
Business and Financial Operations Occupations	1,967	2,018	51	65
Computer and Mathematical Occupations	689	682	-7	16
Architecture and Engineering Occupations	612	618	6	23
Life, Physical, and Social Science Occupations	223	233	10	12
Community and Social Services Occupations	1,998	2,035	37	58
Legal Occupations	432	423	-9	7
Education, Training, and Library Occupations	8,815	8,889	74	243
Arts, Design, Entertainment, Sports, and Media Occupations	1,001	1,005	4	38
Healthcare Support Occupations	3,220	3,336	116	101
Protective Service Occupations	1,565	1,559	-6	44
Food Preparation and Serving Related Occupations	8,112	8,400	288	452
Personal Care and Service Occupations	2,373	2,493	120	113
Sales and Related Occupations	10,697	10,799	102	521
Office and Administrative Support Occupations	13,766	13,723	-43	346
Farming, Fishing, and Forestry Occupations	1,050	1,037	-13	34
Construction and Extraction Occupations	3,525	3,545	20	106
Installation, Maintenance, and Repair Occupations	4,284	4,485	201	197
Production Occupations	14,834	15,162	328	691
Transportation and Material Moving Occupations	7,733	7,738	5	263
Other	9,630	9,855	225	289

Projected Occupational Growth 2008-2018 (Projected)				
Occupation	Estimated Employment	Projected Employment	Numeric Change	Total Annual Openings
Total, All Occupations	107,723	113,403	5,680	3,312
Management Occupations	8,856	8,792	-64	169
Business and Financial Operations Occupations	2,190	2,316	126	67
Computer and Mathematical Occupations	1,047	1,161	114	38
Architecture and Engineering Occupations	790	888	98	27
Life, Physical, and Social Science Occupations	384	458	74	19
Community and Social Services Occupations	1,268	1,490	222	50
Legal Occupations	406	429	23	9
Education, Training, and Library Occupations	7,488	8,506	1,018	266
Arts, Design, Entertain., Sports, & Media Occs	716	721	5	22
Healthcare Practitioners & Technical Occupations	5,457	6,834	1,377	257
Healthcare Support Occupations	2,716	3,278	562	87
Protective Service Occupations	1,584	1,860	276	73
Food Preparation and Serving Related Occupations	8,412	8,977	565	312
Bldg & Grounds Cleaning & Maintenance Occs	3,579	3,851	272	90
Personal Care and Service Occupations	2,889	3,181	292	106
Sales and Related Occupations	11,066	10,579	-487	350
Office and Administrative Support Occupations	14,327	14,843	516	403
Farming, Fishing, and Forestry Occupations	1,263	1,414	151	50
Construction and Extraction Occupations	3,718	3,666	-52	83
Installation, Maintenance, and Repair Occupations	4,583	4,951	368	149
Production Occupations	16,291	16,254	-37	437
Transportation and Material Moving Occupations	8,693	8,954	261	250

Top Ten Growth Industries, 2011-2013				
Ranked by Net Growth				
Industry	2011 Base Employment	2013 Projected Employment	Net Growth	% Growth
Food Services and Drinking Places	6,559	6,922	323	4.89%
Machinery Manufacturing	1,679	1,984	305	18.17%
Transportation Equipment Manufacturing	2,997	3,296	299	9.98%
Social Assistance	3,369	3,663	294	8.73%
Support Activities for Transportation	527	806	279	52.94%
Chemical Manufacturing	544	803	259	47.61%
Primary Metal Manufacturing	3,793	4,006	213	5.62%
General Merchandise Stores	3,644	3,808	164	4.50%
Ambulatory Health Care Services	4,238	4,346	108	2.55%
Sporting Goods, Hobby, Book, and Music Stores	354	461	107	30.23%

Top Ten Growth Occupations, 2011-2013				
Ranked by Net Growth				
Occupation	2011 Base Employment	2013 Projected Employment	Net Growth	% Growth
Combined Food Preparation and Serving Workers, Including Fast Food	1,647	1,800	153	9.29%
Personal Care Aides	752	812	60	7.98%
Inspectors, Testers, Sorters, Samplers, and Weighers	751	808	57	7.59%
Cooks, Fast Food	994	1,048	54	5.43%
First-Line Supervisors of Retail Sales Workers	1,631	1,680	49	3.00%
Nursing Aides, Orderlies, and Attendants	1,593	1,639	46	2.89%
Food Servers, Nonrestaurant	822	864	42	5.11%
First-Line Supervisors of Production and Operating Workers	886	926	40	4.51%
Laborers, Freight, Stock, and Material Movers, Hand	1,901	1,939	38	2.00%
Office Clerks, General	1,980	2,015	35	1.77%

The data collected by the Department of Workforce Services Labor Market Information Department was utilized to develop the Projected Employment Opportunities List (PEOL) from the ACRS website listed below:

<http://www.discoverarkansas.net/article.asp?ARTICLEID=407&PAGEID=67&SUBID=122>

Based on the PEOL list, the NEAWIB is able to determine current and projected employment opportunities in the NEAWIA. The two and four year state

colleges/institutions submit WIA Eligible Training Provider Applications for approval based on the PEOL.

Regarding the job skills necessary to obtain the employment opportunities, basic skills of reading, writing, and math are required by employers in most jobs as well as work readiness. In addition to basic skills, the above charts provide projected areas of growth occupations that will require additional occupational skills training for the area.

3. How local boards will work cooperatively with local economic development to identify local targeted industries that supports state identified targeted industries and the Governor’s plan for economic development.

NEAWIB Response:

The NEAWIB is comprised of various diverse components ranging from local business leaders, economic development organizations, education/training institutions, employment agencies, social service agencies, and community based organizations. These components are partnered and will work together to address the objectives of the targeted industries and the Governor’s plan for economic development.

The table below, provided by the Department of Workforce Services Labor Market Information Department, identifies the top growth industries in Northeast Arkansas and relates them to one or more education career clusters. It is also noted if the industry is a statewide targeted industry by the Arkansas Economic Development Commission.

NAICS Code	NAICS Title	Education Career Cluster	AEDC Targeted Industry Statewide
722000	Food Services and Drinking Places	Hospitality and Tourism	No
333000	Machinery Manufacturing	Manufacturing	Yes
336000	Transportation Equipment Manufacturing	Manufacturing	Yes
624000	Social Assistance	Human Services	No
488000	Support Activities for Transportation	Transportation, Distribution and Logistics	Yes
325000	Chemical Manufacturing	Manufacturing	No
331000	Primary Metal Manufacturing	Manufacturing	No
452000	General Merchandise Stores	Marketing, Sales and Service	No
621000	Ambulatory Health Care Services	Health Science	No
451000	Sporting Goods, Hobby, Book, and Music Stores	Marketing, Sales and Service	No

The NEAWIB may add additional occupations to the PEOL utilizing the State's defined instructions/methodology. These additions may be used to further support State identified/targeted industries and the Governor's plan for economic development.

II. Local Operation Plan

The local operational plan must present an overview of the workforce system in the local area.

A. Local Governance

- 1. Identify the fiscal agent or entity responsible for the disbursement of grant funds described in WIA § 117(d)(3)(B)(i)(III), as determined by the chief elected official(s) under WIA § 117(d)(3)(B)(i). [WIA §118(b)(8); Act 1125 §12(b)(8); 20 CFR 661.350(a)(9)]**

NEAWIB Response:

Employment & Training Services, Inc. (ETS, Inc.)

- 2. Describe the agreement specifying the respective roles of the individual chief elected officials, including fiscal liability. [WIA §101(6)(B); 20 CFR 667.705(c); 20 CFR 661.300(e)]**
 - Attach a copy of this agreement.**

NEAWIB Response:

The roles of the CEOs are listed in the "Agreement among the Northeast Arkansas Chief Elected Officials (NEACEOs) for the Northeast Arkansas Workforce Investment Area." A copy of this document is attached.

- 3. Describe the local workforce investment board. [WIA §117(d)(4); Act 1125 §11(g)]**
 - a. How will the local board provide a leadership role in developing policy, implementing policy, and providing oversight for the local workforce investment system?**

NEAWIB Response:

The NEAWIB meets on a regular basis to develop/review policy which provides leadership/guidelines for the Northeast Arkansas Workforce Investment Area. Any new policies/procedures are implemented utilizing a standard policy procedure as approved by the NEAWIB. Oversight regarding policies/procedures is provided by the NEAWIB or its designee.

b. How will the local board do this in partnership with the chief elected officials?

NEAWIB Response:

Once the policy has been reviewed/approved by the NEAWIB, the policy is presented to the NEACEOs for their review/approval as well.

c. Attach a copy of the board by-laws.

NEAWIB Response:

A copy of the NEAWIB by-laws is attached to this document.

4. Describe the youth council and its development of the portions of the local plan relating to eligible youth. [WIA §117(h); Act 1125 §11(o)]; 20 CFR 661.335; 20 CFR 661.340(b)]

NEAWIB Response:

The Youth Council is a sub-group of the NEAWIB and makes recommendations for youth activities and providers, as needed. The Youth Council membership includes the following:

- *Members of the local board with special interest or expertise in youth policy,*
- *Representatives of youth service agencies, including juvenile justice and local law enforcement agencies,*
- *Representatives of local public housing authorities,*
- *Parents of eligible youth seeking assistance under the Workforce Investment Act,*
- *Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities.*

The Youth Council has reviewed/recommended policies/procedures relating to youth activities including the definition of the sixth barrier for youth which was utilized in "Section C. Special Target Populations 1.i. Youth Services".

5. Describe the local board's plans to provide administrative services. [WIA §117(3) (b)(ii)(4); Act 1125 §11(e)]

a. Identify any staff positions that will be hired directly by the board.

NEAWIB Response:

The NEAWIB utilizes ETS, Inc. to provide all of the administrative services for Northeast Arkansas.

- b. Describe the board's plans, if applicable, to contract for some or all of its administrative services (administrative agent).**

NEAWIB Response:

The NEAWIB contracts with ETS, Inc. to provide administrative services to the local board and as fiscal agent, and grant recipient for WIA funds in the Northeast Arkansas Workforce Investment Area. The NEAWIB does not have any staff positions hired directly by the board.

- 6. Describe the local grievance procedure established in accordance with 20 CFR 667.600. Attach a copy of the local grievance policy.**

NEAWIB Response:

The NEAWIB or the NEAWIB executive committee is responsible for policies related to grievances and complaints, for all grievance collection, analyzing, and utilizing grievance information on an as needed basis. A copy of the local grievance policy is attached to this document.

- 7. How will the local board ensure that the public – including persons with disabilities – has access to board meetings and activities, including information regarding the local board membership, the designation of One-Stop operators, the award of grants or contracts to eligible providers of youth activities, notification of meetings, and meeting minutes? Per Arkansas Workforce Investment Board Open Public Meetings policy, please provide the website where notices of meetings, board agendas, and minutes will be posted. [WIA §117(e), AWIB Open Public Meetings Policy]**

NEAWIB Response:

To ensure the public – including persons with disabilities – has access to board information; the following items are available on the website, www.neawia.com.

- *NEAWIB meeting dates*
- *NEAWIB agendas*
- *NEAWIB minutes (once approved)*
- *Local Board Membership List (available by request form)*
- *Designated One-Stop Operator for NEAWIA*
- *Awarded contract for Title I Services Provider (Adult, Dislocated Worker, Youth) for NEAWIA*

- 8. Include as a separate attachment a list of the board of directors, the by-laws, and an organizational chart (with names) for the fiscal agent, the administrative agent, and the major entity responsible for providing core and intensive services.**

NEAWIB Response:

A copy of the board of directors, the by-laws, and an organizational chart (with names) for the fiscal agent, the administrative agent, and the major entity responsible for providing core and intensive services is attached to this document.

- 9. Also include an organizational chart (with names) for the local workforce investment board.**

NEAWIB Response:

A copy of the organizational chart is attached to this document.

B. One-Stop Delivery System

- 1. Describe the One-Stop delivery system to be established in the local area, including the location of comprehensive centers, satellite centers, and affiliate centers. [WIA §118(b)(2); Act 1125 §12(b)(2); 20 CFR 661.350(a)(3); 20 CFR 662.100(e)]**

NEAWIB Response:

The Northeast Arkansas One-Stop Delivery System's goal is to provide local employers with skilled, trained participants so current and future needs can be met. This goal will be accomplished by bringing together the programs, funding, and systems within the local area that develop design, deliver, and improve the quality of life for the residents of the area through employment.

The intent is to provide a delivery system requiring a single full array of services to employers, workers, and job seekers. The programs and processes offered will encourage economic growth and development in the NEAWIA.

Listed below are the centers in NEAWIA:

- 1. Jonesboro, AR is the comprehensive center.*
- 2. Blytheville, AR is a satellite center.*
- 3. Paragould, AR is a satellite center.*
- 4. Walnut Ridge, AR is an affiliate center.*

2. Describe the process used for selecting the One-Stop operator(s), including the appeals process available to entities that were not selected as the One-Stop operator(s). [WIA §121(d); 20 CFR 662.410; 20 CFR 670.667(b)(1)]

NEAWIB Response:

The One-Stop operator was selected as follows:

Based on information in Section 662.410, the One-Stop Operator was designated through an agreement between the Local Board and a consortium of entities that includes at least three or more of the required One-Stop partners as identified at § 662.200.

The Designated One-Stop Operator for the NEAWIA is a consortium of three required partners: Arkansas Human Development Corporation, Department of Workforce Services, and Employment & Training Services, Inc. (ETS, Inc.)

There have been no appeals; however, if necessary the NEAWIB will provide resolution.

3. Describe how the local board will terminate a One-Stop operator for cause. [WIA §117(d)(2)(A)(ii); Act 1125 §11(a)(2)(B)]

NEAWIB Response:

Listed below is the Termination for Cause and Termination for Convenience Clauses from the Consortium Agreement:

The Consortium will function by consensus. Instances where consensus cannot be reached and the functioning of the Consortium is impaired, those members of the Consortium who are parties to the dispute shall submit to the following dispute resolution procedure:

- a. If the Consortium is unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the NEAWIB chairperson within 15 days of the initial dispute.*
- b. The Chairperson will present the dispute to the NEAWIB Executive Committee. The Executive Committee of the NEAWIB shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the NEAWIB Executive Committee shall prepare a response to the complaint within 30 days.*
- c. If any party to the dispute is not satisfied with the decision of the NEAWIB Executive Committee, the dispute shall be referred to the full NEAWIB for resolution. The NEAWIB shall make a determination within 30 days. The decision of the NEAWIB shall be final and in accordance with Federal rules and regulations.*

This Consortium Agreement shall begin on the 1st day of July, 2013 and continue in effect through June 30, 2017, or until the repeal of the Workforce Investment Act, whichever event occurs first. Any party to this agreement shall have the right to terminate the Consortium Agreement without cause upon 30 days written notice to the other parties.

- 4. What programs and funding streams will support service delivery through the One-Stop system? How will services provided by each of the One-Stop partners be integrated and made available in the local One-Stop system? What optional partners will be included?**

NEAWIB Response:

All required partners are listed under 20CFR part 662.200 and section 121(b) of the WIA. Services will be integrated and made available through a menu of services, referral process, and cross training of partner staff, as necessary. Currently, optional partners include TANF, Career Pathways, and Department of Human Services.

- 5. Attach a copy of each memorandum of understanding between the local board and each of the One-Stop partners concerning the operation of the local One-Stop delivery system. [WIA §118(b)(2)(B); Act 1125 §12(b)(2)(B);20 CFR 662.310(b)]**

NEAWIB Response:

A copy of the memorandum of understanding (MOU) is attached.

- 6. Typically, what information and services will be provided and how will customers access them? How will the goal of universal access be achieved?**

NEAWIB Response:

Clients are provided a Menu of Services which lists the services available at the AWC and is posted throughout the centers as well. Services may include but are not limited to: labor market information, core services, intensive services, training services, assessments, resource room access, unemployment benefits, job openings, referrals, community services, etc.

Self-service and customer assisted services may be accessed online through the website, www.arjoblink.com, and at the AWCs.

The universal core services are available in the Resource Centers and information about services for all partner programs as well as information on our website, www.neawia.com.

7. What is the local plan for delivery of core and intensive services?

NEAWIB Response:

Core services are available to the universal population and are offered through Resource Centers at the Arkansas Workforce Centers.

Intensive services are for unemployed individuals who are unable to obtain employment through core services and employed individuals who need services to obtain or retain employment allowing for self-sufficiency. Intensive services are usually program specific and require designated staff to provide the intensive service.

8. Describe and assess the type and availability of adult and dislocated worker employment and training activities in the local area.[WIA §118(b)(4); Act 1125 §12(b)(4); 20 CFR 661.350(a)(5)]

NEAWIB Response:

The Workforce Investment Act mandates that all training services (except on-the-job training (OJT) and customized training) be provided through the use of Individual Training Accounts (ITAs) and received by eligible individuals through the One-Stop delivery system. If the eligible individual is determined to need training in order to obtain appropriate employment, that individual will be issued an individual training account voucher (ITA). The ITA shall be used in exchange for skill training that is directly linked to occupations in demand, by using training providers on the approved list of eligible training providers. This training may be course work that leads to a certificate, undergraduate degree, associate degree, or a competency that is recognized by employers. Also, the training may provide the individual with additional skills generally recognized by employers. Other sources of funding must first be sought before WIA funding is approved.

The following service providers offer training for the residents of NEAWIA: Arkansas Northeastern College, Arkansas State University, Arkansas State University Technical Center, and Black River Technical College.

Exceptions to Use of ITAs:

ITAs are the primary method for the payment of occupational skills training under WIA. The following exceptions exist to ITAs for the payment of training services:

- *When the services provided are on-the-job training (OJT) or customized training. However, the one-stop operator must demonstrate that OJT or customized training are most appropriate for the client. Section 122(h)(1) of the Act states that "Providers of on-the-job training or customized training shall not be subject to the requirements of subsections (a) through (e).*
- *When the Local Board determines that there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of*

ITA's. The NEAWIB will issue a Request for Proposal (RFP). The RFP shall include a public comment period for a minimum of thirty (30) days.

- When the Local Board determines that there is a training services program of demonstrated effectiveness offered in the area by a community-based organization (CBO) or another private organization to serve special participant populations that face multiple barriers to employment, as defined in Section 134(d)(4)(G)(iv) of WIA.

9. How will the local board promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering, and coaching activities, through intermediaries like the One-Stop operator in the local area or through other organizations to assist the employers in meeting hiring needs. [Note the limitation on use of funds in WIA §181(e).] [WIA §117(d)(8); Act 1125 §11(k)]

NEAWIB Response:

The NEAWIB is made up of at least 51% private sector members and this should ensure a natural linkage with the One-Stop operator as activities are developed, e.g., brokering and coaching. Many of the private sector representatives are also active in other community efforts and members of their local chamber of commerce, personnel manager organizations, and actively participate in a variety of other recruitment efforts in the area. The NEAWIB has members who work directly for their local chamber of commerce and will also promote the participation of private sector employers through the efforts of the business liaison team.

C. Special Target Populations

The local operational plan must describe how all workforce system partners will work together to ensure that customers who need a broad range of services receive them. This is an opportunity for the local area to describe how the workforce center services will address more specific needs of targeted sub-populations.

1. Describe how the local system will meet the needs of the following groups:

a. Services to the Unemployed, to include:

- **How will reemployment services to Unemployment Insurance claimants be coordinated:**

NEAWIB Response:

WIA staff work with the Unemployment Insurance (UI) staff to ensure services are coordinated, not duplicated. The UI claimants will be offered

counseling and referrals to services designed to meet their individual needs and address barriers.

- **How will services to Trade Adjustment Assistance customers be coordinated and how will these customers be co-enrolled in these programs**

NEAWIB Response:

WIA staff work with the Trade Adjustment Assistance (TAA) staff to ensure services are coordinated, not duplicated. TAA services are available in the Arkansas Workforce Centers and individuals are co-enrolled as appropriate. We utilize all resources and activities in the AWC to assist these individuals.

- b. **Low-Income Individuals – Include how Temporary Assistance to Needy Families (TANF) services will be further integrated into the workforce center system and how services to TANF customers are coordinated within the workforce centers**

NEAWIB Response:

WIA staff work with Temporary Assistance for Needy Families (TANF) staff to ensure services are coordinated, not duplicated. TANF services are available in the Arkansas Workforce Centers and individuals are co-enrolled as appropriate. We utilize all resources and activities in the AWC to assist these individuals.

- c. **Migrant and Seasonal Farmworkers – please specify what outreach activities the local area will make to reach this population**

NEAWIB Response:

WIA staff work with Migrant and Seasonal Farmworkers (MSFW) staff to ensure services are coordinated, not duplicated. MSFW services are available in the Arkansas Workforce Centers by appointment and individuals are co-enrolled as appropriate. We utilize all resources and activities in the AWC to assist these individuals.

- d. **Veterans Services – include how the Veterans Priority of Service will be implemented in the local area**

NEAWIB Response:

Local policy assures that priority of services will be implemented at the point of intake in accordance with TEGL 10-09. WIA staff work with Department of Workforce Services' Veteran representatives to ensure services are coordinated, not duplicated. Veteran services are available in the Arkansas Workforce Centers and individuals are co-enrolled as appropriate. We utilize all resources and activities in the AWC to assist these individuals.

e. Limited English Proficiency

NEAWIB Response:

Individuals who have limited English proficiency are served by bi-lingual staff, if available, and interpretation is available to individuals on request. If needed, individuals may be referred to Adult Education for English as a second language and basic skills training.

f. Ex-Offenders

NEAWIB Response:

In addition to core, intensive, and training services, ex-offenders may be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services.

g. Mature Workers

NEAWIB Response:

WIA staff work with Experience Works staff to ensure services are coordinated, not duplicated. Experience Works services are available in the Arkansas Workforce Centers by appointment and individuals are co-enrolled as appropriate. We utilize all resources and activities in the AWC to assist these individuals.

h. Services to Individuals with Disabilities – Include how the local system will ensure non-discrimination and equal opportunity, as well as compliance with the Americans with Disabilities Act. [WIA §188(a)(2)]

NEAWIB Response:

All centers are ADA compliant as monitored by the State of Arkansas. The non-discrimination and equal opportunity materials are posted in the Arkansas Workforce Centers as required.

The Arkansas Joblink (AJL) website requires acknowledgment of the EEO and non-discrimination information when utilizing the system.

WIA staff work with Arkansas Rehabilitation staff to ensure services are coordinated, not duplicated. Arkansas Rehabilitation services are available in the Arkansas Workforce Centers by appointment and individuals are co-enrolled as appropriate. We utilize all resources and activities in the AWC to assist these individuals.

i. Youth Services – include the local area’s design framework for the youth program and the local area’s definition regarding the sixth youth eligibility criterion. Describe and assess the type and availability of youth activities in the local area, including an identification of

successful providers of the activities. Also, include how the services for youth will be connected to the workforce center.

NEAWIB Response:

In-School and Out of School Youth are enrolled in the year round youth program. Preparing youth for work through local two and four year state colleges/institutions, leadership development, work experience, GED (Adult Education - partner services), and accessibility to the ten youth elements, continues to be a successful model.

The WIA Title I Service Provider for Youth is ETS, Inc. Youth have access to the local Workforce Center resource rooms. This access provides youth with job search, resume building, labor market information, Key Train, TORQ, etc.

The sixth youth barrier is as follows:

Individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment (must meet at least one of the following):

- a. a high school graduate/equivalent or dropout that has never been employed,*
- b. an individual with a poor attendance record (as determined by the school),*
- c. an individual who is at least two grade levels below the expected performance level for students of the same age as verified by a locally determined achievement test,*
- d. an individual who is at least one full year behind in obtaining credits toward graduation,*
- e. an individual who has formerly dropped out and returned to high school,*
- f. an individual who is enrolled in a public Alternative School setting for "at-risk" students,*
- g. an individual with limited English proficiency,*
- h. any individual who has a documented chronic emotional and/or physical disability and is referred by a private physician, mental health professional or other entity deemed appropriate to certify such impairment.,*
- i. any individual who is participating in a state supported or federally supported special education, mental health or developmentally disabled and/or vocational rehabilitation program,*
- j. an individual who has been assessed as being chemically dependent,*
- k. an individual who lacks significant work history (must have been out of school for one year and meet the following definition: No more than three (3) consecutive months of employment in the past twelve (12) months,*
- l. an individual who lacks reliable transportation,*
- m. an individual whose mother/legal guardian or father/legal guardian does not have a high school diploma or equivalent,*
- n. an individual who is a member of a household that receives food stamps,*
- o. an individual who is a member of family that receives TEA and/or SSI,*

- p. *an individual that lives in a single parent household,*
- q. *an individual whose either parent is incarcerated,*
- r. *an individual whose either parent is in a drug/alcohol /rehab program,*
- s. *an individual who lives with a grandparent(s) or caretaker (other than natural parent),*
- t. *an individual who lives in public assistance housing (HUD, section 8)*

D. Grants Management

- 1. Describe the process for developing a budget for the purpose of carrying out the duties of the local board. In answering this question, indicate how allowable administrative funds will be divided between the local board and the One-Stop operator(s). [WIA §117(d)(3)(A); Act 1125 §11(a)(6)]**

NEAWIB Response:

The budget is based on historical data and approved by the NEAWIB and NEACEOs. Administrative funds will be divided between the local workforce investment board and the One-Stop operator based on a time allocation methodology. The time allocation methodology will be defined by the specific job tasks being performed and reflects the charges of administrative or program time. The administrative cost categories are defined in Federal Register 20 CFR Part 652, Section 667.220.

- 2. Describe the competitive process to be used to award grants and contracts in the local area for activities carried out under WIA Title I, Subtitle B, including the process to be used to procure training services that are made as exceptions to the Individual Training Account process as described in WIA §134(d)(4)(G). [WIA §118(b)(9); Act 1125 §12(b)(9); 20 CFR 661.350(a)(10)]**

NEAWIB Response:

The NEAWIB follows standard procurement procedures in awarding grants and contracts as per Department of Labor (DOL) Policies, Procedures and Guidelines, and applicable OMB Circulars.

The Request for Proposal (RFP) process is utilized to award grants and contracts for WIA Adult, DLW, and Youth Activities under Title I of WIA. The RFP contains specifications, conditions, performance requirements, evaluation criteria, etc.

Other than through ITAs, training services may be provided through the competitive method of procurement except for in the cases of the following, which will use contracts: OJT, and customized training.

3. Describe the criteria to be used under 20 CFR 663.600 to determine whether funds allocated to a local area for adult employment and training activities under WIA sections 133(b)(2)(A) or (3) are limited and the process by which any priority will be applied by the One-Stop operator. [20 CFR 661.350(a)(11)]

NEAWIB Response:

Criteria for determining if funds are limited will consist of the following:

- *Availability of funds from other training sources will be identified and assessed in the local area, including but not limited to, Temporary Assistance for Needy Families (TANF), U.S. Department of Housing and Urban Renewal (HUD), and other programs including empowerment zones, federal discretionary dollars, etc.*
- *Determine if the funds from other training resources are sufficient to serve all low-income and public assistance individuals in the local area as defined in Sections 101 (25) and 101(37) of the WIA Law.*

The NEAWIB has established WIA funds are limited. Since funds are limited, intensive and training services will be provided in the following priority:

- 1. Recipients of public assistance as defined in Section 101(37)*
- 2. Other low-income individuals under WIA Section 101(25)*
- 3. Other individuals meeting eligibility requirements*

Category 3 refers to applicants who do not receive public assistance, but whose household income is below the level of self-sufficiency.

Self Sufficiency is defined as follows:

- 1. Adults: Wages equaling 200% of Lower Living Standard Income Level*
- 2. Dislocated Workers: 80% of the layoff wage or wages equaling 200% of the Lower Living Standard Income Level, whichever is higher*

The Strategy for our customers is to help them attain a wage that is more than “just getting by”. This will enable our customers to have a better outlook and reduce serving the same customer over and over, thus allowing time to serve more customers.

4. Describe any current plans to solicit grants and donations from sources other than WIA funds. [WIA §117(d)(3)(B)(iii); Act 1125 §11(f)]

NEAWIB Response:

There are no plans to solicit grants or donations at this time.

- 5. How will funds received under the Workforce Investment Act be used to leverage other federal, state, local and private resources to maximize the effectiveness of such resources and expand the participation of business, employees, and individuals in the local workforce investment system? [WIA §112(b)(10)]**

NEAWIB Response:

By leveraging funds, WIA is able to partner with other agencies to minimize duplication of funds/services.

For example, Department of Workforce Services (DWS) maintains all the job bank information and funds from partner programs may be used for other purposes.

The NEAWIB and One-Stop operator will be encouraged to include non-mandatory programs and service providers as partners in the One-Stop system. The non-mandatory partners will include agencies that serve customer groups with barriers to employment. Non-mandatory partners will also include private, for-profit enterprises in the employment and training field. These non-mandatory partners will share the responsibility of the One-Stop administrative costs. This is intended to bring a broader array of needed services to the One-Stop system and provide a broader funding base for One-Stop operations.

- 6. Describe the ITA system and the procedures for ensuring that exceptions to the use of ITAs, if any, are justified under WIA §134(d)(4)(G)(ii) and 20 CFR 663.430. [20 CFR 661.350(a)(5)]**

NEAWIB Response:

The Workforce Investment Act mandates that all training services, except OJT and CT, be provided through the use of Individual Training Accounts (ITAs) and that eligible individuals shall receive ITAs through the One-Stop delivery system (Section 134(d)(4)(G)). This policy is applicable for adults and dislocated workers provided training through Title I funds under WIA.

WIA is not an entitlement program. Eligibility requirements for training services are stipulated in the Act at Section 134(d)(4)(A)&(B).

Exceptions to Use of ITAs:

ITAs are the primary method for the payment of occupational skills training under WIA. The following exceptions exist to ITAs for the payment of training services:

- 1. When training is provided via OJT or CT; however, the One-Stop operator must demonstrate that OJT or CT are the most appropriate service for that client. Section 122(h)(1) of the Act states, "Providers of on-the-job training or customized training shall not be subject to the requirements of subsections (a) through (e)."*

2. *When the NEAWIB determines that there are an insufficient number of eligible providers in the local area. The NEAWIB will issue a RFP. The RFP shall include a public comment period for a minimum of thirty (30) days.*
3. *When the NEAWIB determines there is a training services program with demonstrated effectiveness being offered in the area by a community-based organization or another private organization to serve special participant populations, as defined in Section 134(d)(4)(G)(iv) of WIA, that face multiple barriers to employment.*

The Department of Labor has approved the State of Arkansas' waiver that will allow older youth and out-of-school younger youth, if deemed appropriate, to select approved ITA programs from Arkansas' Eligible Training Provider (ETP) List, while retaining their "youth" classification.

7. Describe any limits on ITAs as established by local board policies, in accordance with 20 CFR 663.420. [20 CFR 663.420(c)]

NEAWIB Response:

Listed below are the limits on ITAs as established by local board policies:

- *An ITA will cover cost for Tuition/Required Fees. Tuition amount will be determined on a semester to semester basis dependent upon availability of funding and discretion of management. Required fees will be defined as "General Registration Fees". Any exception made for covering the cost of books, supplies, and additional fees/exams will be based on availability of funding and discretion of management.*
- *Duration of ITA – The duration of an ITA will be per semester. An ITA will be issued each semester for renewal if the client is making progress toward employment; however, the total maximum time that ITAs can be renewed is up to two years. Any exceptions to the two year limit must be granted by the Arkansas Workforce Center Management. The eligible adult and/or dislocated worker must maintain at least a cumulative 2.0 grade point average (GPA) or required GPA for the degree under the catalogue year in which the client started. (Some schools may require the current GPA under the current catalogue for the degree.) Case managers will consult with the schools if this issue arises. Unsatisfactory grades, non-attendance, withdrawing from classes, etc. may also be valid reasons to not issue an ITA for the next semester. Clients may be placed on probation for failure to comply.*
- *Duration of Training – WIA will fund:*
 1. *Short-term training programs (less than one year)*
 2. *One-year certificate programs*
 3. *Associate degree programs*
 4. *Bachelor degree programs– The last two years of a four (4) year degree. The client must have completed enough semester hours to be classified as a*

junior by the institution. The hours accrued must count towards the degree.

A client must be capable of completing the degree within two (2) years.

For individuals with substantial barriers to employment an extended length of time and amount of ITA may be granted. This determination will be on a case-by-case basis and must be approved by the Arkansas Workforce Center Management. All programs must be WIA approved programs and offered by WIA approved training providers.

- *Limits on Amount of ITA – The cap amount of an ITA will be the total cost of tuition for the semester indicated. ITAs may be renewed for up to two years unless approval for extension has been granted by the Arkansas Workforce Center Management.*
- *Out-of-State Tuition – WIA will not be responsible for out-of-state tuition. Students who relocate to the Northeast area from another state may not comply with the institution’s policy on in-state tuition. A client who has been determined eligible under WIA and is billed out-of-state tuition will be responsible for the difference between out-of-state and in-state tuition.*
- *The Department of Labor has approved the State of Arkansas’ waiver that will allow older youth and out-of-school youth, if deemed appropriate, to select approved ITA programs from Arkansas’ Eligible Training Provider (ETP) List, while retaining their “youth” classification.*

- 8. If the local board has determined that there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of ITAs, describe the process to be used in selecting the providers under a contract for services. This process must include a public comment period for interested providers of at least 30 days. [20 CFR 663.430(a)(2)]**

NEAWIB Response:

Currently, the NEAWIB has not determined there are insufficient providers. If the NEAWIB determines that there is an insufficient number of eligible providers a RFP will be issued. A public comment period for a minimum of thirty (30) days will be included in the RFP.

E. Coordination and Non-Duplication

- 1. Describe how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities, as appropriate. [WIA §118(b)(5); Act 1125 §12(b)(5); 20 CFR 661.350(a)(6)]**

NEAWIB Response:

The Dislocated Worker Task Force will set up a workshop meeting in the city of dislocation in order to coordinate services with the local board, city officials, etc.

The Task Force Coordinator and workshop meeting participants will determine what services are needed and develop a plan for serving the affected workers.

- 2. Describe how coordination with Job Corps, Youth Opportunity Grants, and other youth programs in the local area will occur. Note the limitation on use of funds in WIA §129(c)(6)(B). [WIA §112(b)(18)(C)]**

NEAWIB Response:

Through the Arkansas Workforce Centers (AWCs), local partners are cross-trained so as to become knowledgeable about other local partners. Cross training enables them to better coordinate efforts with other partners in order to best serve all clients, including youth.

- 3. Describe the local plan for avoiding duplication of services. [WIA §112(b)(8)(A)]**

NEAWIB Response:

Each MOU will outline the services that are available to customers and designate which partner is responsible for providing each service and for ensuring consistent, high quality service delivery. As additional partners and services are added, the information available to customers will be revised so that there is always a complete service provider list. This service provider list will be a vehicle for ensuring collaboration and non-duplication of effort among partners.

By using the Arkansas Job Link (AJL) website, case managers are able to view the services being provided by the partner agencies. Core and intensive activities are coordinated in each office to avoid duplication of services.

The partner agencies within the local One-Stops will coordinate and share information among the partners to prevent duplication of services.

- 4. Describe the business service team and how the team will be used to coordinate services to employers.**

NEAWIB Response:

The local business service team will consist of partner representation within the workforce center. The team members will not represent their individual agency, but will represent the business service team of the workforce center.

The business service team will coordinate services that meet employer/business demands in an easily accessible, transparent way.

F. Professional Development and System Improvement

- 1. Describe how the local board will ensure the continuous improvement of eligible providers of services through the system and ensure that such**

providers meet the employment needs of local employers and participants. [WIA §118(b)(2)(A); Act 1125 §12(b)(2)(A); 20 CFR 661.350(a)(3)(i)]

NEAWIB Response:

The Projected Employment Opportunities List (PEOL) is developed on an annual basis by the State of Arkansas. The State of Arkansas meets with each of the 10 local workforce investment areas and the eligible training providers are invited to these meetings.

Statistical data regarding employment needs for the area is discussed and the PEOL is based on this statistical data to ensure only occupations meeting the local employers and State of Arkansas are added to the list.

2. How will the local board determine the satisfaction of users of the workforce system?

NEAWIB Response:

The user satisfaction is gathered from multiple outlets in which to improve the workforce system:

- *ETS, Inc., the WIA Title I Service Provider, has participants in training services complete an “Occupational Skills Training Questionnaire” during the Spring semester each year.*
- *ETS, Inc. completes interviews with worksite supervisors and participants while monitoring the WIA Adult, DLW, and Youth worksites.*
- *Members of the NEAWIB are also active in the seven counties of Northeast Arkansas and provide their expertise and experience to the NEAWIB meetings involving policies and procedures.*

3. How will the board develop and implement a continuous improvement plan based on customer feedback?

NEAWIB Response:

Based on clients’ responses to WIA questionnaire forms, information obtained through monitoring/technical assistance, and partner feedback, the NEAWIB develops and implements plans for continuous improvement for the NEAWIA.

NEACEOs, NEAWIB, and ETS, Inc. leadership is responsible for achieving the NEAWIA’s objectives through strategic planning, organizing, staffing, evaluating, and correcting. Successful continuous improvement involves the entire area in instituting objective and internal program evaluation, collaborative strategic planning, and effective implementation. ETS, Inc. staff has experience developing, implementing, monitoring, and achieving results with continuous improvement

plans. A review of performance standards and the level of integration at the workforce centers will demonstrate the staff's commitment to and success at continuous improvement.

4. Provide a staff development plan for each classification of staff working in the workforce center to include professional development goals, priorities, and training needs. Describe the plan for cross-training of partner staff.

NEAWIB Response:

ETS, Inc. has periodic staff meetings to set professional development goals, priorities, and training needs in the following areas:

- 1. New technology – forms/documents/software used by staff.*
- 2. Communication – writing legibly, presenting at various workshops.*
- 3. Team work – dealing with fellow staff and partners in a positive, professional manner.*
- 4. Partner services – reviewing and explaining the available menu of services specific to each Workforce Center.*
- 5. Review monitoring reports – discuss problem areas and possible solutions.*
- 6. Labor market information – discuss current labor market information for the seven county area.*
- 7. Performance measures – Review performance by individuals, location, and for the area as whole.*
- 8. Customer service – identify the needs of participants and employers.*
- 9. Time management – review the staff case load and priorities.*
- 10. Training – review the Projected Employment Opportunities List and ITAs.*
- 11. Other items as required.*

Relevant staff will participate in the State's training programs and conferences, Department of Labor workshops, and state webinars as offered and needed.

Cross training of staff:

New staff will be cross trained in the available partner services at the local workforce centers. This training is not meant to be all inclusive but to provide staff with a basis in which to properly refer participants to the respective partner.

As new partner services are made available at the Arkansas Workforce Centers (AWC), partners will provide cross training to relevant staff. Partners have meetings as needed to discuss any new and/or developing priorities for each specific AWC.

G. Performance Accountability

Describe and provide specific quantitative targets for the local levels of performance negotiated pursuant to WIA §136(c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers, and the One-Stop delivery system, in the local area. [WIA §118(b)(3); Act 1125 §12(b)(3); 20 CFR 661.350(a)(4) 20 CFR 661.350(c)]

NEAWIB Response:

The NEAWIB will utilize the PY 2013 performance measures as provided by the State of Arkansas. Performance of the local fiscal agent will be based on these performance measures. The collection and provision of eligible provider's performance is currently waived.

WIA Requirement at Section 136(b)	PY 2013 Performance Goal
Adults:	
Entered Employment Rate	84.0%
Employment Retention Rate	88.0%
Average Six-Months Earnings	\$13,080
Dislocated Workers:	
Entered Employment Rate	88.0%
Employment Retention Rate	93.0%
Average Six-Months Earnings	\$14,114
Youth Common Measures:	
Placement in Employment or Education	81.7%
Attainment of a Degree or Certificate	81.5%
Literacy and Numeracy Gains	77.9%

H. Waiver Requests

Will the local area be requesting any waivers in accordance with WIA sections 117, 189, or 192 as part of this plan? If so, waiver plans should be developed in accordance with 20 CFR 661.420(c) that includes the following information for each waiver requested:

- **Statutory and/or regulatory requirements for which a waiver is requested.**
- **A description of the actions the local area has undertaken to remove state or local statutory or regulatory barriers.**
- **A description of the goals of the waiver, how those goals relate to workforce plan goals, and expected programmatic outcomes if the waiver is granted.**
- **A description of individuals impacted by the waiver.**
- **A description of the processes used to monitor implementation and ensure meaningful public comment, including comment from business and labor.**

NEAWIB Response:

The NEAWIB does not plan on requesting any of the above waivers at this time.

I. Plan Development and Implementation

- 1. Describe the plan development process, including a discussion of the process used by the local board, consistent with WIA §118(c) to provide an opportunity for public comment – including comment by representatives of business and labor organizations – and input into the development of the local plan, prior to submission of the plan.**

NEAWIB Response:

The local plan development was a coordinated effort between ETS, Inc. with local partner input and collaboration with the other nine Workforce Investment Areas. The plan was submitted to the Chief Elected Officials and NEAWIB for comment, review, and approval. The plan was available for a thirty (30) day public review and comment period which was announced through the Arkansas Democrat Gazette.

- 2. What other organizations were involved in the development of the local plan, visions, and goals, and how were they involved? [WIA §118(b)(7); Act 1125 §12(b)(7); 20 CFR661.350 (a)(8)]**

NEAWIB Response:

The plan was submitted for comment, review, and approval by the NEAWIB at their last meeting. The NEAWIB approved the plan.

The NEAWIB includes various organizations but is not limited to the following: State agencies, community based organizations, private sector business/industry, economic development, financial/insurance institutions, chambers of commerce, two and four year state colleges/institutions, etc.

- 3. What was the role of the chief elected official(s) (CEOs) in developing the Plan? [WIA §118(a)]**

NEAWIB Response:

The plan was submitted to the Northeast Arkansas Chief Elected Officials (NEACEOs) for comment and review at their last meeting. The NEACEOs approved the plan.

- 4. Describe the method used to make copies of the local plan available through such means as public hearings, the local news media, and via the Internet. [WIA §118(c)(1)]**

NEAWIB Response:

Availability of the plan for a thirty day (30) public review and comment period was announced through the Arkansas Democrat Gazette. The announcement of the plan provided the public viewing hours and location for interested parties and contained instructions and time frame for providing comments. The NEAWIB Plan is available for review at ETS, Inc., 2805 Forest Home Road, Jonesboro, AR 72401.

- 5. Attach any public comments received. How were these comments considered in developing the local plan? [WIA §118(c)(3); Act 1125 §12(c)(3); 20 CFR 661.345(c)]**

NEAWIB Response:

No public comments were received in the thirty day (30) public review and comment period.

**Attachments
to the
NEAWIB Plan**

**Revised
Agreement**

**Among the Northeast Arkansas Chief Elected Officials
for the
Northeast Arkansas Workforce Investment Area**

This agreement is entered into between the Northeast Arkansas Chief Elected Officials to include the County Judges and the Mayors of the First Class Cities, within the counties of Clay, Craighead, Greene, Lawrence, Mississippi, Poinsett and Randolph in Arkansas, which comprise the Northeast Arkansas Workforce Investment Area for the Workforce Investment Act (WIA) purposes.

Whereas, the Northeast Arkansas Workforce Investment Board hereinafter referred to as "NEAWIB" as duly certified by the Governor of the State of Arkansas, is recognized as the entity in the Northeast Arkansas Workforce Investment Area, hereinafter referred to as "NEAWIA" with the responsibility to provide policy, planning, development of programs, and all other allowable activities and provisions of the State and Federal Act, oversight, and evaluation for programs funded through the Workforce Investment Act (WIA); and

Whereas, a partnership agreement will be entered into between the Northeast Arkansas Chief Elected Officials hereinafter "NEACEOs", and the NEAWIB setting forth the roles, responsibilities, relationships and functions of each party hereto.

ETS, Inc. is the grant recipient, fiscal agent, and administrative entity for the Northeast Arkansas Chief Elected Officials and Northeast Arkansas Workforce Investment Board.

This document shall suffice for this agreement by signature of Northeast Arkansas Chief Elected Officials.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, BE IT RESOLVED THAT THE PARTIES HERETO AGREE TO SET FORTH ROLES, RESPONSIBILITIES, RELATIONSHIPS AND FUNCTIONS AS FOLLOWS:

I. PURPOSE

This agreement shall establish the authority, roles and responsibilities of the NEACEOs and the NEAWIB and establish a unified workforce development system throughout the Northeast Arkansas Workforce Investment Area.

II. TERMS

This agreement shall continue until terminated, or modified, by written agreement of the NEACEOs and the NEAWIB of the Northeast Arkansas Workforce Investment Area.

III. Northeast Arkansas Chief Elected Official's responsibilities shall include, but are not limited to, the following:

- A. Fulfill those responsibilities required by applicable federal and state statutes, rules, policies and procedures, including approval of one-stop operators and approve educational entities, training, and service providers.
- B. Appoint members to the Northeast Arkansas Workforce Investment Board (NEAWIB)
- C. Select the Grant Recipient, Fiscal Agent and Administrative Entity for Northeast Arkansas Workforce Investment Area funds.
- D. Review and approve of the Northeast Arkansas Workforce Investment Area Plan, grant agreements, financial documents, and monitoring reports, including major modifications to any of the aforementioned documents. This would include NEACEO agreement regarding the selection of One-Stop operator(s) in the area.
- E. Review and approve the NEAWIA expenditures to include One-Stop Career Centers and Memorandum of Understanding (MOU) to the extent required by federal, state legislation, rules, policies, or procedures.

- F. The NEACEOs may from time to time adopt policies defining the scope, timing, and process for the review and approval of functions listed in this agreement.
- G. Oversight of the Workforce Investment Act Programs, operated in the Northeast Arkansas Workforce Investment Area will be conducted jointly between the NEACEOs and the NEAWIB. General oversight responsibilities will be vested with the NEAWIB with oversight from the NEACEOs provided as needed and determined by the NEACEOs.
- H. Review and approval of local workforce development systems and plan(s).
- I. NEACEOs shall, if needed, call the NEAWIB into account on issues deemed to be detrimental to the Workforce Investment Act Programs and those served by these programs or on issues where there are liability, funding concerns, expenditures, and/or any issues deemed appropriate.
- J. Negotiating and reaching agreement on local performance measures with the NEAWIB and Governor.
- K. The NEACEOs shall meet at least annually and at such other times as are necessary to ensure the implementation of this agreement at such time and location as the Chairperson may select.
- L. The NEACEOs shall elect a Chairman and Vice-Chairman as vacancies occur. This action shall be recorded in the meeting minutes or shall be written votes as necessary and reasonable as determined by the NEACEOs. The terms of office shall be for five (5) years.
- M. The Chairman of the NEACEOs shall be vested with the authority to sign documents, call meetings, or otherwise take action on behalf of the NEACEOs as required.
- N. The NEACEOs shall form an Executive Committee that shall meet at such time and location as the Chairperson may select. The Executive Committee shall have the authority of the NEACEOs to act and function on behalf of the NEACEOs. Executive Committee decisions will be implemented immediately and will be ratified at the next full NEACEO meeting or by signatory authority of the majority (51%). The Executive Committee shall be comprised of at least one (1) representative from each county, either the County Judge or the Mayor of a First Class City of the county with a majority (51%) required for action/ratification.
- O. NEACEOs are encouraged to attend NEAWIB meetings.
- P. Fulfill other duties and responsibilities as allowable and deemed necessary and appropriate.

IV. NORTHEAST ARKANSAS WORKFORCE INVESTMENT BOARD:

- A. The workforce development activities and the disbursement of funds, within the NEAWIA, shall be accomplished by the Northeast Arkansas Workforce Investment Board. The Northeast Arkansas Workforce Investment Board is organized under the provisions of Act 1125 of 1999, the Workforce Investment Act, and Public Law 105-220. The local NEAWIB membership and duties area as described and defined in the Act, Federal Regulations and Arkansas State Law and in this agreement.
 - 1. The Board composition shall be representative of business in the local area who are owners of businesses, chief executive or operating officers, and other business executives or employers with optimum policy-making or hiring authority;
 - 2. The majority (51%) of the NEAWIB members, including the NEAWIB Chairperson and Vice-Chairperson shall be a representative from business/ private sector.
 - 3. Any changes in the required representation, number, additions etc. due to local, state and/or federal requirements shall be approved by the NEACEOs. This action may be taken by the full body or in the Executive Committee of the NEACEOs with simple majority (51%) approval.
 - 4. NEAWIB members shall be nominated and appointed in accordance with the process described in this agreement and other criteria as deemed appropriate.
 - a. NEAWIB nominations shall be in accordance with the policies and procedures as set forth by the Arkansas State Workforce Investment Board and the NEACEOs. The appointment of the local NEAWIB members shall be made by the majority vote (51%), of the NEACEOs, in the responsible county.
 - b. Removal for cause of a NEAWIB member shall be based upon the NEAWIB By-Laws.
 - c. NEAWIB membership terms shall be for three, four or five years as determined by drawing separately conducted for the private and the public sector.

- d. When a vacancy occurs or a modification is appropriate, the vacancy shall be filled by the NEACEOs in accordance with the procedures for initial nominations and appointments. Vacancies occurring prior to the end of a given term shall be refilled for the remainder of that term.
 - e. If a NEAWIB member changes employment, to the extent that they do not represent the area in which they were originally appointed, their appointment to the NEAWIB shall be terminated. The Chairman of the NEAWIB shall notify the affected member, and the original nomination and appointment process by the responsible NEACEOs shall commence.
 - f. A NEAWIB member may be re-appointed, at the end of their term. The reappointment process would include verification that the member is still representing the category for which they were originally appointed and appointment by a majority vote (51%) of the NEACEOs in the responsible county.
5. The NEAWIB may be incorporated as a non-profit corporation.
 6. The NEAWIB shall have liability insurance, fidelity bond, and other coverage as the NEAWIB deems appropriate.
 7. The NEAWIB shall take action against subcontractors, sub-grantees, and other recipients to eliminate any abuses in these programs and to ensure the systems are serving employers and eligible applicants in the eligible population and with the required performance as negotiated in the subcontract agreement and any other documents, instruments, etc. as deemed appropriate.
 8. The NEAWIB may develop and implement procedures for collection of any monies or funds from subcontractors, sub-grantees, and other recipients resulting in disallowed or questioned costs and/or inappropriate use of funds as determined by auditors, state/federal agencies, fiscal agent or NEACEOs/NEAWIB.
 9. Establish any/all safeguards necessary and appropriate in regard to WIA funds and subcontractors.
 10. Prepares annual report if required by the Governor
 11. Other duties/responsibilities as required by Federal/State Law, Federal Regulations, State and/or local requirements.

V. ADMINISTRATIVE ENTITY, GRANT RECIPIENT AND FISCAL AGENT:

A. Employment & Training Services, Inc. (ETS) shall be the grant recipient, administrative entity, and the fiscal agent for the NEACEOs/NEAWIB in the Northeast Arkansas Workforce Investment Area.

These responsibilities include, but are not limited to, the following:

1. Assist in the preparation of the local workforce development plan and youth plan as requested by the NEAWIB.
2. Assist in the procurement and maintenance of assets, including office space, and expendable supplies necessary for operations.
3. Maintains inventory of items as required by State/Federal law and local requirements as requested by the NEACEOs/NEAWIB.
4. Receive, accept and submit nominations for appointment to the NEAWIB on behalf of the NEACEOs.
5. Preparation of monthly/quarterly financial reports as required by State/Federal Law and local requirements.
6. Assist in the procurement and contract for all services described in the NEAWIB plan, including one-stop career development center management as requested by the NEAWIB.
7. Comply with OMB Cost Principles and Circulars as required.
8. Comply with applicable State/Federal/Local Procurement laws and requirements.
9. Comply with the Federal Cash-On Hand requirements.
10. Procure audits as required.
11. Prepare documents as required.
12. Assist in direct program planning and budgeting and provide technical assistance as requested by the NEACEOs and NEAWIB.

13. Collect program data necessary for management, evaluation, and preparation of required reports as requested by the NEACEOs and NEAWIB.
14. Monitor and evaluate career center operations, contracted services, and any/all other required expenditures as requested by the NEACEOs and NEAWIB. This may be in addition to other prescribed/required monitoring by other entities.
15. Ensure compliance with standardized management information system reporting requirements as directed by the NEAWIB and as related to ETS duties/responsibilities.
16. Assist in the development and implementation of local procedures to prevent misuse of funds by subcontractors, sub-grantees, and other recipients as requested by the NEACEOs and NEAWIB.
17. Assist in the procurement to audit funds required under legislation including the resolution of any questions arising from said audits and reporting all results of the audit to the NEACEOs and NEAWIB. This may or may not apply to subcontractors of the NEACEOs/NEAWIB contingent upon subcontracting/audit procedures.
18. Other duties as assigned consistent with the State and/or Federal Act, Federal Register, OMB Circulars, Arkansas Workforce Investment Board Directives, NEACEO's/NEAWIB Directives and other relevant and necessary requirements.
19. In agreement with the NEACEOs and NEAWIB will develop and implement procedures for collection of any monies or funds from subcontractors, sub-grantees, and other recipients resulting from an disallowance or questioned cost as determined by auditors, monitors, state or federal agencies or others.
20. Other responsibilities as required by the NEACEOs and/or NEAWIB.
21. ETS shall perform administrative functions and may only provide programmatic services if a waiver is requested, by the NEACEOs/NEAWIB, and submitted to the Governor and is approved.

VI. RESOURCE ALLOCATION:

- A. All resource allocations within the Northeast Arkansas Workforce Investment Area shall, to the extent possible, practical and considering need, be based upon the federal and state formulas used to allocate funds to the NEAWIA.
- B. The NEACEOs/NEAWIB shall establish a sufficient number of career center(s), within the area, to effectively carry out the intent of the above resource allocations.

VII. LIABILITY:

- A. Insurance to the extent that such cost are necessary, reasonable and allowable:
 1. At the instruction of the NEACEOs/NEAWIB , ETS shall secure a Certificate of Insurance for Directors and Officers Liability Coverage for the NEACEOs and NEAWIB. The NEACEOs and the NEAWIB shall have no liability to pay or perform, under WIA, until this insurance policy is in effect.
 2. During the effective period of this agreement any increase in risk, as defined by insurance provider, contractual obligations or increase in funds will required the NEACEOs and NEAWIB to increase its insurance coverage – obtained by appropriate secured financial pledge agreement(s) as appropriate.
 3. Any/all entities receiving WIA funding shall be insured/bonded in accordance with NEACEO/NEAWIB requirements with verification on file with the ETS, Inc. and reviewed and approved by the NEACEOs/ NEAWIB.
- B. All liabilities and costs accruing to the NEACEOs including, hut not limited to, disallowed/questioned costs, settlements, attorneys fees, court costs and judgements, which arise from or are related to activities covered by this agreement shall be covered as follows:
 1. The NEACEOs/NEAWIB shall recover funds from the service provider/sub-contractor incurring the liability, as and when the NEACEOs and NEAWIB deem appropriate;
 2. The NEACEOs/NEAWIB shall recover funds from an insurance carrier or bonding entity, as appropriate;

3. In the case of disallowed/questioned cost or misspent funds, not covered by the above remedies, the Northeast Arkansas Chief Elected Officials will share fiscal liability based on the per capita population basis.
4. Any and all remedies allowable shall be utilized to satisfy questioned/disallowed/misspent/mismanaged funds.

VIII. ENTIRE AGREEMENT:

This agreement represents the entire agreement by the NEACEOs and the NEAWIB. Any modifications, supplemental agreements, amendments must be in writing, and approved by the majority of the NEACEOs and NEAWIB. Should any part of this agreement be invalidated or otherwise rendered null and void, the remainder of the agreement shall remain in full force and effect. Nothing in this agreement shall limit the authority of the NEACEOs.

IX. IMMUNITY:

It is expressly understood and agreed that in the execution of this agreement, the principals, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that is available to each.

X. DISPUTES:

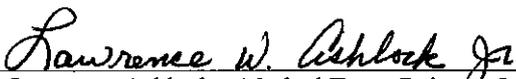
Should any disputes arise concerning issues/decisions between the NEACEOs and the NEAWIB shall be settled informally through mutual discussion and negotiation. The NEACEOs by a simple majority vote (51%) of the Full Body or 51% of the Executive Committee shall decide any and all outstanding issues to the extent possible.

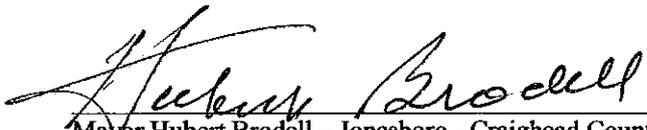
XI. AUTHORITY:

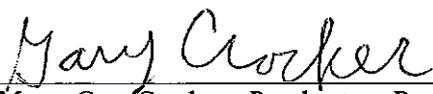
The NEACEOs and the NEAWIB are properly authorized to execute this agreement. in full force and effect.

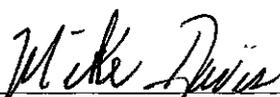
Executed by the Northeast Arkansas Chief Elected Officials by affixing their respective signatures.


Chairman Mayor Mike Gaskill – Paragould - Greene County
7/28/04
Date


Mayor Lawrence Ashlock – Marked Tree - Poinsett County
07-28-04
Date


Mayor Hubert Brodell – Jonesboro - Craighead County
7/28/04
Date


Mayor Gary Crocker – Pocahontas - Randolph County
7/28/04
Date


Judge Mike Davis – Randolph County
8-3-04
Date



Mayor Dale Dunlap – Lepanto - Poinsett County

7-28-04
Date



Mayor J.H. Emmert – Corning - Clay County

7-28-04
Date



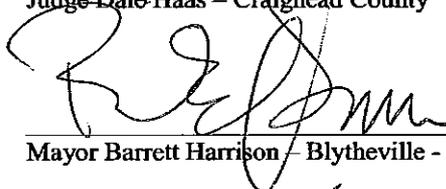
Mayor Donnie Faulkner – Harrisburg - Poinsett County

7-28-04
Date



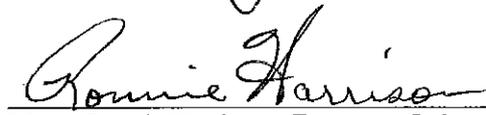
Judge Dale Haas – Craighead County

7-28-04
Date



Mayor Barrett Harrison – Blytheville - Mississippi County

07-28-04
Date



Mayor Ronnie Harrison – Trumann - Poinsett County

7-28-04
Date



Mayor Paul Hendrix – Hoxie - Lawrence County

7-29-04
Date



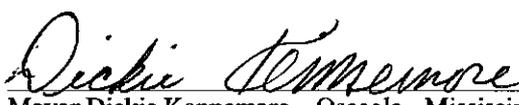
Judge Doyle Hillis – Poinsett County

7-28-04
Date



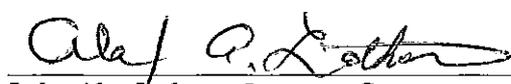
Judge Gary Howell – Clay County

7-28-04
Date



Mayor Dickie Kennemore – Osceola - Mississippi County

7-28-04
Date

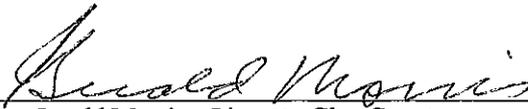


Judge Alex Latham – Lawrence County

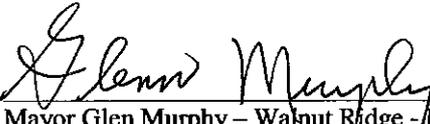
7/28/04
Date



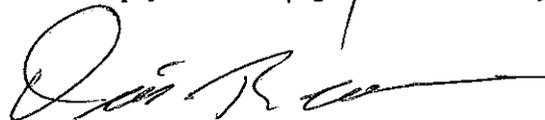
Vice-Chairman Judge Steve McGuire – Mississippi County 7/28/2004
Date



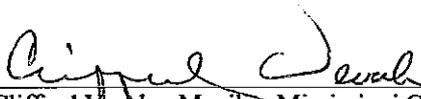
Mayor Gerald Morris – Piggott - Clay County 7-28-04
Date



Mayor Glen Murphy – Walnut Ridge - Lawrence County 7-28-04
Date



Mayor Dick Reams – Gosnell - Mississippi County 07-28-04
Date



Mayor Clifford Veach – Manila - Mississippi County 7-28-04
Date



Judge Willie Gene Williams – Greene County 7/28/04
Date

Northeast Arkansas Workforce Investment Board

By-Laws

Revised 10-24-13

ARTICLE I – Name, Purpose and Board Staff:

A. NAME:

The name of the organization shall be the Northeast Arkansas Workforce Investment Board (NEAWIB). The Northeast Arkansas Workforce Investment Board shall be referred to as the Board throughout the remainder of this document.

B. PURPOSE:

The purpose of this organization shall be to provide guidance for the collaboration and development of a unified workforce system throughout the Northeast Arkansas Workforce Investment Area: Clay, Craighead, Greene, Lawrence, Mississippi, Poinsett and Randolph counties. This will be accomplished by working individually and collectively with the Northeast Arkansas Chief Elected Officials, other employment and training, economic development, and chamber of commerce Boards. This coordination should result in the achievement of a seamless delivery of services, efficient and effective use of resources and improved performance. The Northeast Arkansas Workforce Investment Board is organized under the provision of Public Law 105-220; Workforce Investment Act of 1998.

C. STAFF FUNCTIONS:

The Board has selected Employment & Training Services, Inc. (ETS, Inc.) as the administrative entity to perform staff functions for the Board.

ARTICLE II – Board Membership

A. Composition:

The Board composition shall include the following:

1. Representatives of business in the local area who are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority;
2. Other required representatives as follows: education, labor, rehabilitation, community-based organizations, economic development, persons with disabilities, one-stop partner organizations, and other as required.

The number of Board members may fluctuate with changes in Local Polices State requirements and/or as the Federal Law is amended. The majority (51%) of the Board members shall be comprised of business/industry representatives.

Board member(s) may represent more than one (1) category where deemed appropriate and qualified.

B. Selection of Members:

Nominations, to the Board, shall be made as required in Public Law 105-220, Sec. 117(b)(2)(A). The appropriate Northeast Arkansas Chief Elected Official(s) shall make their appointment(s) from among the nominations.

C. Term of Office:

1. **Initial appointment:** New members will receive an initial term of four (4) years.
2. **Reappointment Term:** Four (4) year terms if reappointed by appropriate Chief Elected Official(s).
3. **Other Items:** A new member appointed to fill a vacancy caused by resignation, death or removal by cause shall be appointed for a four (4) year term.
 - Any vacancy in the membership of the Board (new member or reappointment) shall be filled in the same manner as the original appointment.
 - All members may hold office after completion of their term until a successor has been appointed, unless the member no longer represents the category for which they were appointed.
 - When a Board member's category changes and the majority of the Board's membership remains 51% in business/industry categories, such member may continue to serve on the Board at the

discretion of the Chairperson; however, if that member's category change causes the business/industry majority to drop below 51%, he/she will be expected to resign from the Board. If a Board member singularly represents a statutory category and no longer represents that category, membership will automatically terminate.

D. Removal and Resignation of Board Members:

- 1. Removal for Cause:** Cause shall be defined that the member is unable to effectively represent the category to which he/she is appointed due to the change of employment or status that substantially alters the member's qualifications that were present and considered in making the initial appointment. Cause may be also be defined by the Board and may include, but is not limited to, illegal activities, or activities deemed to undermine or hinder the achievement of the purpose and goals of the Board. The Chair shall recommend to the Board the removal of any member(s) based on cause. Removal of a Board member shall require a majority vote of the Board or Executive Committee where a quorum is present.
- 2. Removal for Absenteeism:** Members may be removed from membership on the Board if the member is absent from five (5) consecutive regular meetings during each four year term. Members may be removed from membership on the Board if the member is absent from five (5) consecutive regular committee meetings during each four year term.
An exception may be made when the absences were for good cause and the affected member requested retention of and receives approval from the Executive Committee of the Board and/or the Board. Excused absences will be recorded in the minutes of the meeting, including the reason, and approved or questioned at the next meeting during the action of the previous meeting's minutes. The Chair shall recommend to the Executive Committee and or the Board the removal of any member(s) based on absence. Removal of a Board member shall require a majority vote of the Board or the Executive Committee where a quorum is present.
- 3. Resignation of Member:** Member should submit a resignation by written letter, e-mail, or documented by phone, whenever possible, to the Chair of the Board or his/her designee.

E. Conflict of Interest:

- 1. Voting:** Board members shall abstain from any vote, which benefits them or members of their family personally; the organizations which they represent on the Board; their employers or any other affiliation or relationship, which could be deemed a conflict of interest. Board members must publicly state for the record that they are abstaining from voting. Members shall advise the Board of any potential conflict of interest in the discussion of any topic for which a conflict of interest might be inferred. Members shall abstain from discussion of any potential vote by the Board if such discussion could cause the member, the organization they represent, their employer, or any other affiliation or relationship to realize favor from such discussion and vote.
- 2. Record of Abstention:** Minutes of meetings shall record the abstentions of members who declare a conflict of interest and do not vote.
- 3. Disclosure:** In order to avoid conflict of interest or the appearance of such conflict, each member shall comply with any conflict of interest codes adopted by the Board.
- 4. Application:** These conflict of interest prohibitions shall apply to regular, special, committee and teleconference meetings of the Board.

F. Freedom of Information:

“Open public meetings. All meetings, formal or informal, special or regular, of the governing bodies shall be public meetings. In the event of emergency or special meetings, the person calling the meeting shall notify the representatives of the newspapers, radio stations, and television stations, if any, located in the county in which the meeting is to be held and any news media located elsewhere which cover

*regular meetings of the governing body of emergency or special meetings, of the time, place and dated of the meeting. Notification shall be made at least two (2) hours.
Any meeting, formal or informal, regular or special, of a governing body, including sub-bodies.
A quorum of the governing body need not be present for the meeting to be subject to the FOIA. If two members meet informally to discuss past or pending business, that meeting may be subject to the FOIA.”*
§25-19-106; Arkansas Freedom of Information Handbook, 10th Edition, December 2001.

G. Other Requirements:

Board members must live and/or work in the Northeast Arkansas seven (7) county area.

ARTICLE III - Meetings and Actions

A. Regular Meetings:

1. The Board shall meet three times a year at such time and location as the Chairperson may select.
2. Regular meetings may be canceled either by the Chairperson or by a majority vote at a duly constituted Board meeting.
3. Alternate dates for regular Board meetings may be set either by the Chair of the Board, if ten (10) working days notice is provided to all members, or by a majority vote of a duly constituted meeting.
4. Communications requesting consideration, from persons not members of the Board shall be in writing to the Board Chairperson at least twenty (20) days prior to the regularly scheduled Board meeting.
5. Agenda items may be added with a two-thirds (2/3) vote of the members present.
6. Board or Committee meetings may also be conducted by teleconference, internet, or a combination thereof in person, teleconference, or internet at the discretion of the Board Chairperson or by a majority vote at a duly constituted Board meeting.
7. When sufficient Board members are not present to obtain a quorum, the Executive Committee may meet in lieu of a regular Board meeting.

B. Notice of Meetings:

Notice of regular meetings, specifying time, date, location and agenda, shall be provided, in writing or electronically, to Board members seven (7) days prior to scheduled meeting.

C. Special Meetings:

Special meetings of the Board may be called either by the Chairperson or at the request of a majority of the Board members. Notice of special meetings shall be delivered to members personally, by mail or electronically, or by phone, if other means are unsuccessful, and must be received twenty-four (24) hours in advance of the time of the meeting. Said notice shall state the business to be considered.

D. Quorum:

For the purposes of conducting a meeting of the full Board, a quorum of the Board shall consist of a simple majority (51%) of the entire membership of the Board or committee. Board or committee action shall require a simple majority of those members present during a meeting at which a quorum has been declared.

E. Voting:

The Chairperson shall determine the method of voting. Voting may be in the form of a voice vote, show of hands or a roll call. Secret balloting shall not be allowed.

F. Proxies:

Proxy votes will be allowed for Board or committee meetings as long as the proxy attendee clearly represents the Board member who is absent.

G. Public Meetings:

All meetings of the Board shall be open to the public. Actions of the Board and the meetings shall be conducted openly and in compliance with the Arkansas Freedom of Information Act.

H. Rules of Order:

Board Meetings shall be conducted, in general, in accordance with Robert’s Rules of Order or other common methods of proceedings. Any objections to procedure must be made at the time an action is taken by the Board or committee.

ARTICLE IV - Officers

A. Election of Officers:

The Board members shall elect a Chairperson and Vice-Chairperson from the membership. The Chairperson and Vice-Chairperson must be selected from members of the business/industry/private sector representation on the Board.

B. Chairperson:

The duties of the Chairperson shall be the following:

1. Preside at Board and Executive Committee meetings which includes but is not limited to deciding points of order, announcing all business, entertaining motions, putting motions to vote, announcing vote results, and
2. Other duties, powers and responsibilities as are assigned by the Board and these by-laws.
3. Appoint Chairperson(s), from the private sector, and members to standing committees;
4. Appoint and dissolve ad hoc committees;
5. Call special meetings of the Board
6. Represent the Board or designate other members or staff to represent the Board at public functions.

C. Vice-Chairperson:

The Vice-Chairperson shall perform the duties of the Chairperson in his/her absence. The Vice-Chairperson shall have such other duties, powers and responsibilities as are assigned by the Chairperson, the Board or these by-laws.

D. Terms of Office:

Each officer shall serve a term equivalent to his/her Board term.

E. Vacancies of Chairperson and Vice-Chairperson:

Upon resignation, removal, or death a replacement shall be elected at the next full Board meeting with nominations coming from the floor.

ARTICLE V - Committees

A. Standing Committee:

The Board shall have one standing committee: Executive Committee.

Board Members have the option not to be assigned to a committee based on their availability.

Standing committee meeting schedules will vary from one committee to another based on demands, responsibilities, and assignments.

1. Executive Committee

- a. The Executive Committee shall be composed of the Chairperson, Vice-Chairperson, and others as appointed by the Chairperson;

- b. The Executive Committee shall have the authority of the Board to act during the interim between Board meetings but shall defer to the Board, whenever practical, to take action on matters of major policy implications. Executive Committee decisions will be implemented immediately and will be ratified at the next full Board meeting. Between NEAWIB meetings, the Executive Committee shall review and coordinate the work of the Board and other committees;
- c. The Executive Committee shall hold meetings at the request of the Board Chairperson, who also serves as Chairperson of the Executive Committee;
- d. A majority of the voting members of the Executive Committee shall constitute a quorum;
- e. The Executive Committee shall routinely review member attendance at Board and committee meetings, issue and score Requests-for-Proposal, and perform other duties/issues as deemed appropriate.

B. Youth Council:

- 1. The Youth Council is a sub-group of the Board and shall meet as needed to:
 - a. developing the portions of the local plan relating to eligible youth, as determined by the chairperson of the local board;
 - b. subject to the approval of the local board and consistent with section 123—
 - i. recommending eligible providers of youth activities, to be awarded grants or contracts on a competitive basis by the local board to carry out the youth activities; and
 - ii. conducting oversight with respect to the eligible providers of youth activities, in the local area;
 - c. coordinating youth activities authorized under section 129 in the local area; and
 - d. other duties determined to be appropriate by the chairperson of the local board.
- 2. Youth Council members who are not members of the Board shall be voting members of the Youth Council only.
- 3. The Youth Council Chairperson shall be appointed by the NEAWIB Chairperson and shall be a member of the NEAWIB.

C. Ad Hoc Committees:

Ad hoc committees may be appointed from time to time by the Chairperson or a majority vote at a duly constituted Board meeting. The NEAWIB Chairperson will select the Chairperson of the Ad Hoc Committee. Ad hoc committee members shall receive no remuneration and shall not have voting privileges.

ARTICLE VI – By-Laws

A. Amend or Repeal:

In order to amend or repeal these By-Laws the following provisions are required:

- 1. Proposed amendments shall be submitted in writing and made available to each member of the Board no less than seven (7) days prior to consideration before a vote can be taken.
- 2. A 51% majority of those voting, with a quorum being present, is required in order to amend or repeal these By-laws.

Northeast Arkansas Workforce Investment Board Grievance/Complaint Procedures

The following appeal procedures apply to all grievances or complaints.

- All grievances must be filed with the Northeast Arkansas Workforce Investment Board (NEAWIB) within one (1) year of the occurrence.
- Grievances or complaints should be filed in writing to the Chairman of the NEAWIB.
- Complaint's statement must include the following:
 1. The full name, address and telephone number of the person making the complaint
 2. The full name and address of the person or entity against whom the complaint is made
 3. A clear concise statement of the facts, including the important dates, constituting the alleged violation
 4. The provisions of the Workforce Investment Act (WIA) of 1998, Arkansas Act 1125 of 1999, regulations, a grant, or other agreement under WIA Title I believed to have been violated.
 5. A statement disclosing whether proceedings involving the subject of the request, have been commenced or concluded before any federal, state, or local authority and if so, the date of the commencement or conclusion and the name and address of the authority.
- The Chairperson of the NEAWIB, or his designee, upon receipt will:
 1. Acknowledge the receipt of the grievance or complaint to all parties by certified mail, return receipt requested. The acknowledgement of the receipt will
 - Outline the steps to be taken to resolve the matter.
 - Notify all parties of the right to request a hearing.
 - Advise of attempt to reach an informal resolution.
 - Notify the Arkansas Workforce Investment Board of the filing of the complaint.
 2. Will review the grievance or complaint then send it before the Executive Committee, of the NEAWIB for investigation within 45 days of receipt.
- The Executive Committee will review the complaint and any supporting information or documentation and issue a written decision within 45 days. If requested, a hearing will be completed within those 45 days.

The following procedures will apply to a hearing:

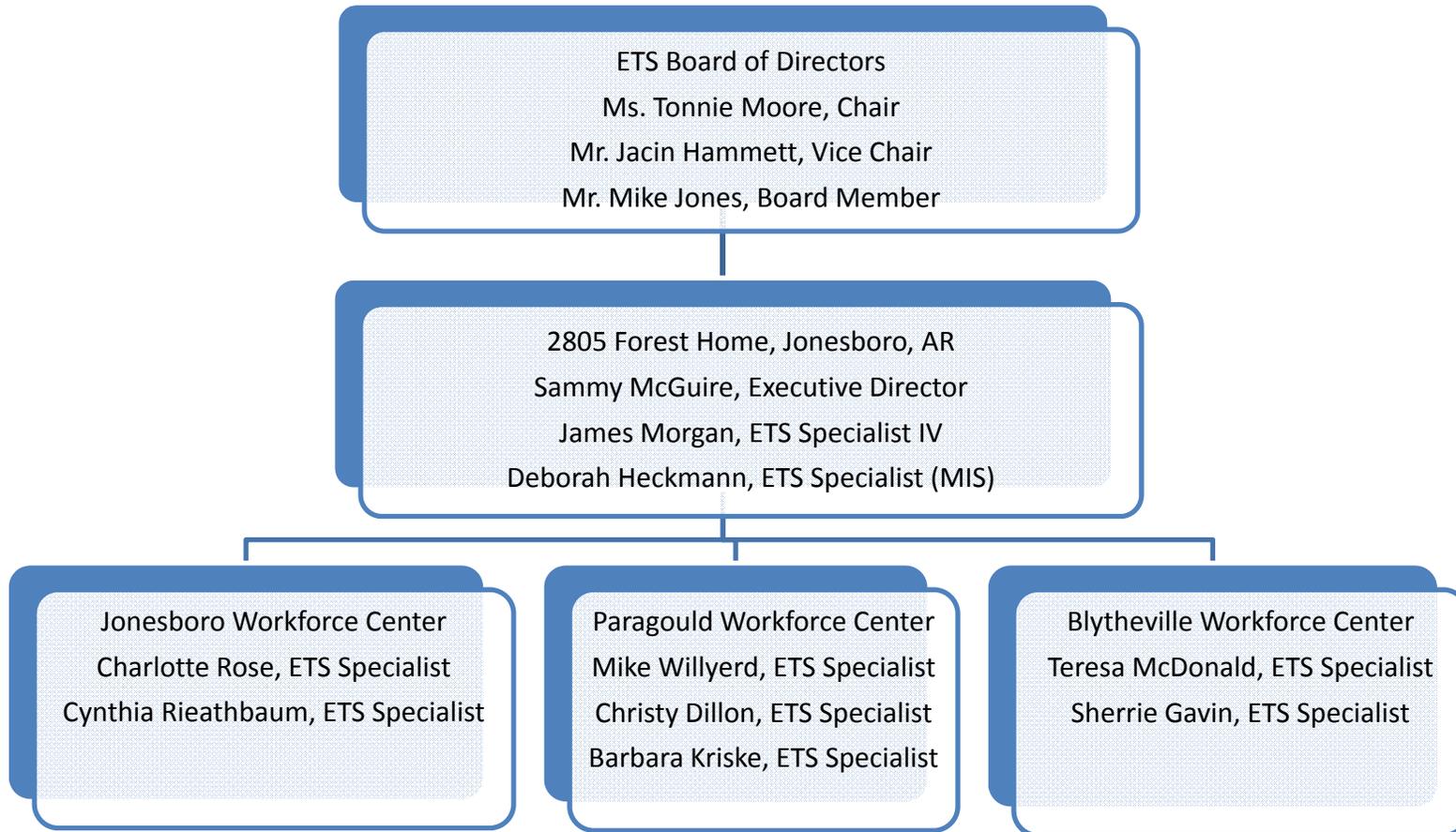
- The hearing will be informal. Technical rules of evidence will not apply.
- Hearsay evidence will be admissible at the discretion of the hearing examiner (normally the Executive Committee Chairperson).
- Hearings will be held at a time and place determined by the Executive Committee Chairperson in agreement with the NEAWIB, after reasonable written notice has been sent to the parties and the witnesses.
- The party requesting the hearing will have the burden of establishing the facts and entitlement to the relief requested.
- Either party may be represented by an attorney or other representative.
- Either party may bring witnesses and documentary evidence.
- The Respondent will cooperate by making available any person under their control or employee to testify, if these persons are requested to testify by the complainant and to release requested documents relevant to the issue after the requesting party has established that such testimony/documentation is relative and not cumulative.
- Either party or representative will have the opportunity to question any witness.
- A verbatim record or tape recording will be made of the proceeding.
- The Executive Committee Chairperson or his/her designee will make a written decision after consultation with the NEAWIB.

- If a hearing is not requested, the Executive Committee Chairperson or his/her designee will conduct an administrative fact finding investigation, with the collaboration of the NEAWIB. The investigation will include:
 1. Opportunities for all parties to submit an in-depth position statement, including documentary supportive data and/or records.
 2. Access to and review of appropriate official records.
 3. Interview of principle parties and opportunity for all parties to offer rebuttal to information received.
 4. A written decision will be sent, by certified mail, return receipt requested and will contain the following:
 - A statement assuring all steps, included in the grievance/complaint procedures, have been adhered to.
 - Issues being decided.
 - Statement of facts.
 - Reason for decision.
 - Remedies to be offered, if appropriate.
 - Summary
 - Advisement of the right to appeal the decision
- A decision by the NEAWIB may be appealed to the Arkansas State Workforce Investment Board. If the complaint is not resolved within the 45 days, by the NEAWIB, it will be referred to the Arkansas Workforce Investment Board Equal Opportunity Manager for resolution.

All appeals must be sent by certified mail, return receipt request, to the address below.

Workforce Investment Act Equal Opportunity Manager
Arkansas Workforce Investment Board
P.O. Box 2981
Little Rock, AR 72203-2981

Employment & Training Services, Inc. (ETS, Inc.)
Fiscal Agent/Administrative Agent/Grant Recipient
WIA Title I Service Provider & Partner in One-Stop Consortium



**EMPLOYMENT & TRAINING
SERVICES, INC.
(ETS, Inc.)**

BY-LAWS

Employment & Training Services, Inc. (ETS, Inc)

By-Laws

ARTICLE I - NAME

The name of the organization shall be the Employment & Training Services, Inc. (ETS, Inc.). The principal office of the corporation, in the State of Arkansas, shall be at 2805 Forrest Home Road, Jonesboro, Arkansas. The Employment & Training Services, Inc Board of Directors shall be referred to as the Board throughout the remainder of this document.

ARTICLE II - PURPOSE

The purpose for which the corporation is organized is detailed in the Articles of Incorporation and shall include any amendments thereto, but primarily shall be to administer employment and training funds and/or programs and any other services/funds as deemed appropriate by the Board.

The corporation is a non-profit.

Nothing herein shall prevent the payment of reasonable compensation for the services rendered or the reimbursement of reasonable expenses incurred in connection with the corporation's affairs. The corporation shall not participate nor intervene in any political campaign on behalf of any candidate for public office.

ARTICLE III – BOARD MEMBERSHIP

A. Composition:

The initial Board shall consist of three (3) members. Thereafter, the Board shall determine the number of positions in the corporation. However, the number shall in no event be less than three (3).

B. Powers:

The Board powers shall be, but are not limited to, the following:

1. Approve/amend By-Laws;
2. Elect its Chairperson and Vice-Chairperson;
3. Determine the number of members after initial appointments;
4. Develop procedures for removal of members prior to the end of terms;
5. Provide guidance and oversight or program funds under the Workforce Investment Act (WIA) in accordance with its own procedures and any other funds/programs as deemed appropriate;
6. Solicit and accept contributions from public and private sources;
7. Approve Personnel Policies and revisions;
8. Approve employee salary scale including Executive Director;
9. Hire Executive Director; and
10. Address any other issues requiring Board of Directors action.

C. Selection of Members:

In the event of a reorganization of the structure with all new members, or in the case of a Board vacancy, each new member shall be nominated and appointed by the same process utilized for original members, except when the current Board member is reappointed. This is accomplished with Board Member approval by quorum.

D. Term of Office:

The initial term of office for a new Board member will be for two (2) years.

Board members may be reappointed to serve five (5) year terms after their initial appointment has completed.

The Board may reappoint any member.

All members shall hold office after the expiration of their term of office until their successor has been appointed. Each member shall serve until resignation or quorum vote on his/her removal.

E. Removal of Member:

A member of the Board may be removed only for cause that may be accomplished during a regular or special meeting and may be conducted by teleconference call. Cause shall include missing three (3) regularly scheduled meetings. Other definitions for cause for removal may be defined and established necessary by the Board.

F. Meetings:

Meetings of the Board shall be annually at a place determined by the Chairperson. The annual meetings may also be conducted by teleconference call.

Special meetings may be called at the discretion of the Chairperson or any two (2) Board members. Special meeting(s) may also be conducted by teleconference call.

G. Quorum:

A quorum of any meeting of the Board shall consist of a majority of the entire membership of the Board. A majority of the quorum shall decide any question that may come before the meeting.

H. Rules of Order:

Board of Director's meetings shall be conducted, in general, in accordance with Robert's Rules of Order or other common methods of proceedings.

I. Proxies:

A board member may vote in person or by proxy, executed in writing, at any/all meetings of the Board. The written proxy may give unlimited voting authorization with regard to all issues or may limit voting to pre-identified issues or positions. Proxies will be counted for purposes of a quorum and will be counted for purposes of attendance. Proxies shall be filed with the Chairperson before or at the time of the meeting. A written proxy is required for each meeting of the Board that a member must use a proxy vote.

J. Conflict of Interest:

Board members shall abstain from any vote, which benefits them or members of their family personally or financially, the organization that they represent, their employer or any other affiliation or relationship that could be deemed a conflict of interest. Board members shall advise the Board of any potential conflict of interest in the discussion of any topic for which a conflict of interest might be inferred. Board members shall abstain from discussion of any potential vote by the Board if such discussion of any potential vote by the Board could cause the member, employer or any affiliation or relationship to realize favor from such discussion and vote.

K. Nepotism:

The Board will adhere to all applicable requirements i.e. law, amendments, updates, etc. in regard to nepotism.

ARTICLE IV - OFFICERS

A. Selection:

Board members shall elect the officers of the Board.

B. Number:

The officers shall be the Chairperson and Vice-Chairperson.

C. Term Of Office:

Each officer shall serve a two year term of office.

D. Vacancies:

When a vacancy occurs by death, resignation or removal it shall be filed by the Board membership.

ARTICLE V - COMMITTEES

A. Establishment:

The Board may establish such committees as will facilitate the Corporation operations.

B. Appointments:

The Chairperson shall appoint committee chairperson and members.

ARTICLE VI - AMENDMENTS

These by-laws may be amended or repealed during a regular or special meeting and may be conducted by a teleconference call of the Board.

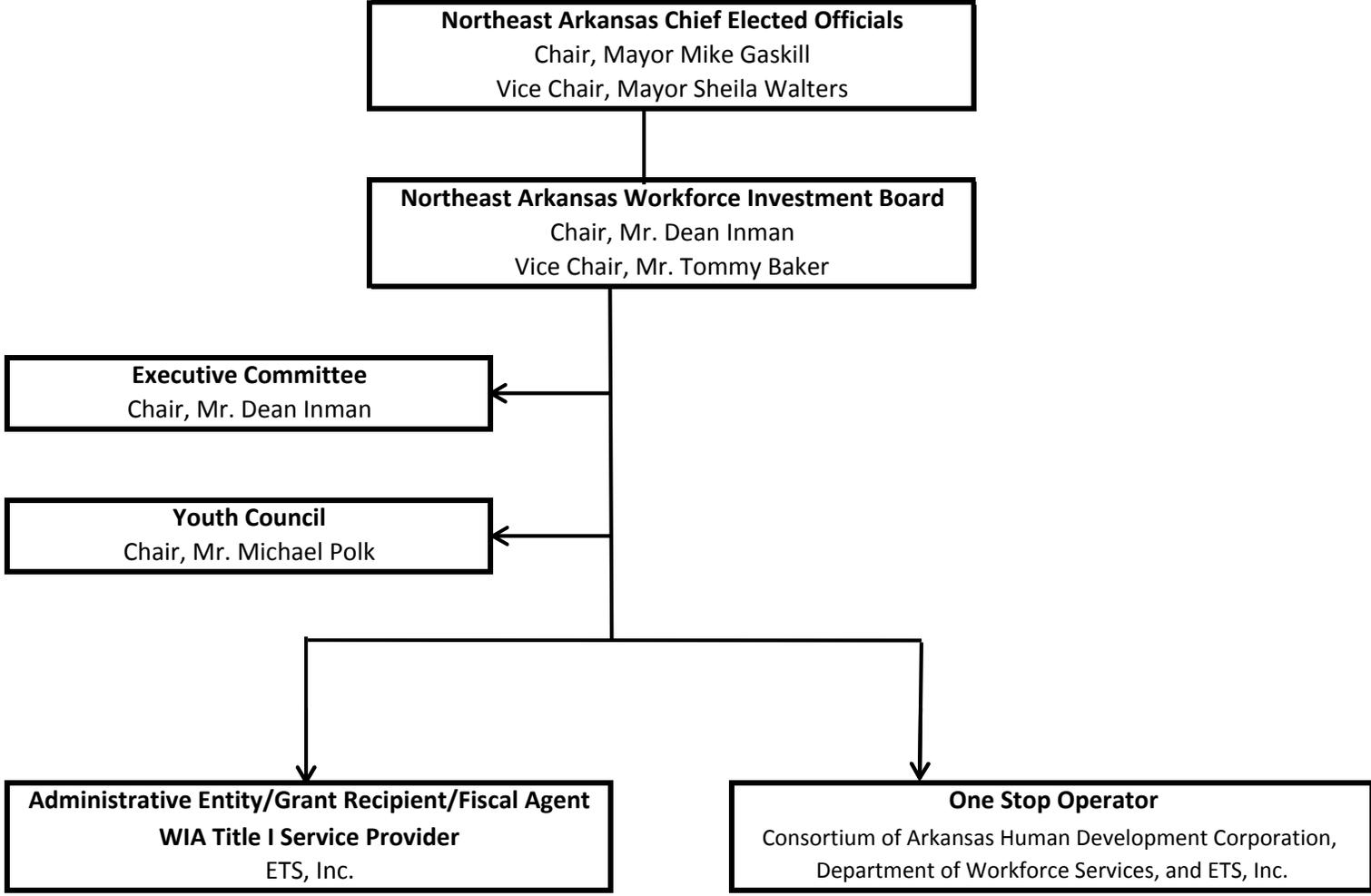
Amendments will be ratified by the vote of a majority of the total membership.

ARTICLE VII - MISCELLANEOUS

Non-Liability of Officers and Directors:

The officers and directors of this corporation shall not be individually liable for the corporation debts or other liabilities, and the private property of such individuals shall be exempt from corporation debts and liabilities.

Workforce Investment Act Organizational Chart for Northeast Arkansas



**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Arkansas Rehabilitation Services**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or "shared costs" or "common costs" do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner's fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners' shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, "common space" is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. "Dedicated space" is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

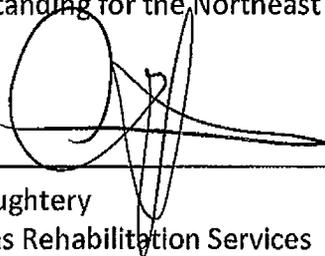
In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

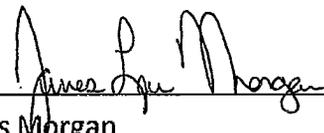
Signatures

Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.



Carl Daughtery
Arkansas Rehabilitation Services

10/9/13
Date



James Morgan
Employment & Training Services, Inc.

10/10/13
Date

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Arkansas Human Development Corporation**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or “shared costs” or “common costs” do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner’s fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, “fair share” will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners’ shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, “common space” is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. “Dedicated space” is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

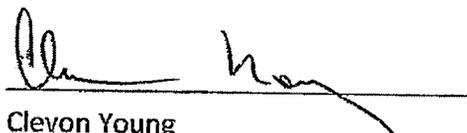
In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

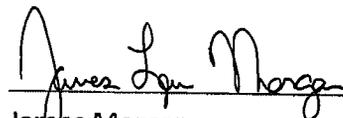
Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

Signatures

Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.


Clevon Young
Arkansas Human Development Corporation

08/14/13
Date


James Morgan
Employment & Training Services, Inc.

08/14/13
Date

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Arkansas Department of Human Services**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or “shared costs” or “common costs” do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner’s fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, “fair share” will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners’ shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, “common space” is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. “Dedicated space” is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

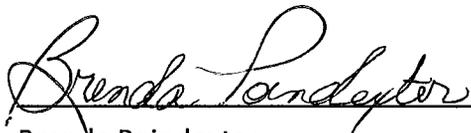
In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

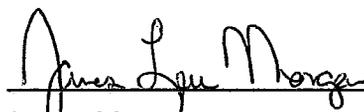
In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

Signatures

Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.

8-22-13
Brenda Poindexter Date
Arkansas Department of Human Services

08/15/2013
James Morgan Date
Employment & Training Services, Inc.

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Adult Education**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or "shared costs" or "common costs" do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner's fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners' shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, "common space" is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. "Dedicated space" is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Career Pathways**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or “shared costs” or “common costs” do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner’s fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, “fair share” will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners’ shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, “common space” is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. “Dedicated space” is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

Signatures

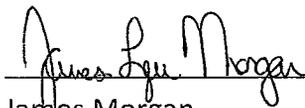
Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.



8-28-13

Barbara Baker
Career Pathways

Date



08/29/13

James Morgan
Employment & Training Services, Inc.

Date

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Arkansas Department of Human Services
Division of Services for the Blind**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or "shared costs" or "common costs" do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner's fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation: The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners' shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, "common space" is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. "Dedicated space" is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral form with the date, time and place of the appointment. Customers known to be print-disabled will receive a format accessible to them.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format so that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;
- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

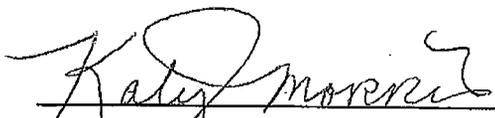
In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

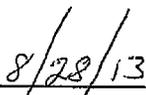
In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator shall specify the operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

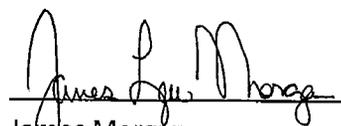
Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

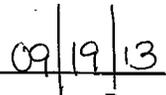
Signatures

Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.


Katy Morris
Arkansas Department of Human Services
Division of Services for the Blind


Date


James Morgan
Employment & Training Services, Inc.


Date

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Department of Workforce Services**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or "shared costs" or "common costs" do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner's fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners' shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, "common space" is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. "Dedicated space" is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

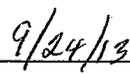
Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

Signatures

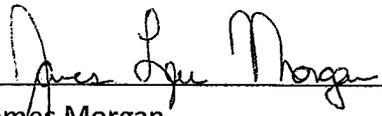
Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.



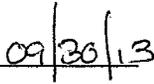
Ron Snead
Department of Workforce Services



Date



James Morgan
Employment & Training Services, Inc.



Date

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Experience Works**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or “shared costs” or “common costs” do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner’s fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, “fair share” will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners’ shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, “common space” is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. “Dedicated space” is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

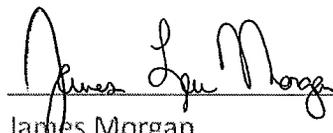
Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

Signatures

Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.


Christy Manning-Owen
Experience Works

11/20/13
Date


James Morgan
Employment & Training Services, Inc.

11/20/13
Date

**Memorandum of Understanding
By and Between
Employment & Training Services, Inc.
And
Jonesboro Urban Renewal and Housing Authority (JURHA)**

Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Center(s) 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.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Jonesboro, satellite centers located in Blytheville and Paragould, and affiliate center in Walnut Ridge.

Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic wellbeing of our area by developing and maintaining a quality workforce. Northeast Arkansas Workforce Center partners will ensure universal access to services for all customers, provide customer choice in services and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizens for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively in a seamless system which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the workforce center will be done as required by law.

Duration

This MOU shall remain in effect until cancelled by written agreement by the partners, unless terminated by repeal of the Workforce Investment Act of 1998 (WIA), or otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

This MOU will be reviewed and adjusted as appropriate to reflect any changes.

Withdrawal of one partner will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms. Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

- a. All partners agree to honor the attached information release form. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information.
- b. Additionally, workforce center personnel must recognize the client-counselor communications must be protected and the need for privacy accommodated.

Nondiscrimination and Equal Opportunity Provisions

The partners to this agreement and respective staff assure that applicants, claimants, and participants in Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way (Section 188 of WIA and 29 CFR Part 37.20 identifies applicable civil rights laws).

The partners to this agreement will agree on a One-stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and attempt to address same, as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA".

The partners to this agreement will abide by 29 CFR 37, Section 188 of WIA, and implementing directives issued by the State of Arkansas.

Cost Allocation Plan

Shared Funding of Services

Note: References to Cost Sharing or "shared costs" or "common costs" do NOT apply unless the partner has a physical presence in the Arkansas Workforce Center. This MOU will not change with any quarterly review and/or adjustments to Cost Allocation Plans or Resource Sharing Agreements.

A partner can only pay for costs that are allocable to that partner's fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located in the Arkansas Workforce Center. The partners' shared costs are reflected in a Resource Sharing Agreement which may be revised as additional partners become affiliated with the program. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker, and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- Unrestricted funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs the funds may pay.
- Partially Restricted funds may be used to provide services to the general population.
- Costs Fully Allowable to More than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northeast Arkansas Workforce Centers are designed to be a seamless delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each co-located partner bears its fair share of the costs of maintaining the Workforce Center(s).

For purposes of cost allocation, "common space" is space which is available for use by all partners, including a conference room, break room, reception area, storage and restrooms, computer-resource lab, and testing room. "Dedicated space" is space intended for the use of one partner only.

Indemnification

Any public liability claims against the State pertaining to leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners to this signed MOU will conduct all referrals for services for all customers in the following manner.

- Customers will receive a written referral from with the date, time and place of the appointment.
- The maximum amount of time to schedule a customer appointment should not exceed three (3) working days.
- The individual making the appointment will be responsible for follow-up.

Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employee, and partners.

All partner agencies can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers of the Workforce Center can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Employer customers can expect:

- Ability to post their job openings either: (1) openly for access by any jobseeker, or (2) in a masked format to that potential applicants are screened;
- Courteous services from staff and representatives;
- Access to job applicants, either screened by Workforce Center staff or self-referred.

All Employees can expect:

- To work in a safe and professional environment;
- To receive the best tools to achieve desired outcomes for customers;
- To be fairly compensated for services.

All partners will:

- Deliver high quality services through the Workforce Centers;

- Make a positive attempt to place customers in jobs with family-sustaining wages, if that is what the customer is seeking;
- Make a positive attempt to place customers in jobs for a minimum of 180 days, if that is the service the customer is seeking.

Governance of the Workforce Delivery System

In accordance with WIA section 117(d), the Northeast Arkansas Workforce Investment Board will select a One-stop Operator (Workforce Center Operator), with the agreement of the area Chief Elected Officials, and, in partnership with the Chief Elected Officials, conduct oversight of the workforce system, youth activities, and employment and training activities under Title I of WIA.

In accordance with WIA section 121(d), the agreement between the local Workforce Investment Board and the One-stop Operator's role. That role may range from simply coordinating services providers within the Center, to being the primary provider of WIA services within the Center, to coordinating activities throughout the local workforce system.

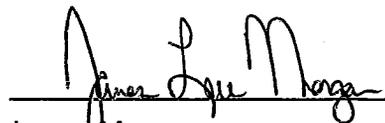
Each partner in the Workforce delivery system agrees to abide by the federal and state laws and regulations applicable to their individual programs.

Signatures

Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Investment Area.

 _____ 10/9/13

Sharon Poe Date
Jonesboro Urban Renewal and Housing Authority (JURHA)

 _____ 10/11/13

James Morgan Date
Employment & Training Services, Inc.