

NORTH CENTRAL ARKANSAS WORKFORCE DEVELOPMENT BOARD ONE-STOP OPERATOR AGREEMENT

The following One-Stop Operator Agreement sets forth the terms of agreement for the North Central Arkansas Workforce Development Board and the White River Planning and Development District, Inc.

I. Purpose of Agreement

The purpose of this agreement is to specify the roles and responsibilities of the one-stop operator as they relate to implementing, managing and operating the one-stop delivery system in the North Central Arkansas workforce development area under the Workforce Innovation and Opportunity Act (WIOA). The one-stop operator was selected through a competitive process that was voted on by the North Central Arkansas Workforce Development Board and agreed upon by the local Chief Elected Officials.

II. One-Stop Center Commitments

The one-stop operator will ensure that each comprehensive one-stop center and affiliate sites operate in a manner that supports the operational policies and procedures of the North Central Arkansas Workforce Development Board and of the required partners of the one-stop system. The organizations operating at, or in association with the one-stop center, comprehensive or affiliate, sign a memorandum of understanding outlining their commitments. The memorandum of understanding, at a minimum, includes:

1. A description of services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system;
2. Agreement on funding the costs of the service and operating costs of the system, including:
 - a) Funding of infrastructure costs of one-stop centers; and,
 - b) Funding of the shared services and operating costs of the one-stop delivery system;
3. Methods for referring individuals between the one-stop operator and partners for appropriate services and activities;
4. Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system;
5. The duration of the memorandum of understanding and procedures for amending it; and,
6. Assurances that each memorandum of understanding will be reviewed annually, and if substantial changes have occurred, renewed, to ensure appropriate funding and delivery of services.

The memorandum of understanding, infrastructure and resource sharing agreement for each required partner organization, further defines the operational commitments.

III. One-Stop Operator Role and Function

The one-stop operator will coordinate the service delivery of core and required one-stop partners and other partners working with the comprehensive one-stop centers. This includes managing partner responsibilities in the comprehensive one-stop centers as defined in the memorandum of understanding.

The Workforce Innovation and Opportunity Act memorandum of understanding serves the key purpose of defining partner roles and focuses, in part, on the shaping of the local workforce system. This includes the sharing of resources, referral agreements, etc. In the end, the overall goal is to ensure efficiency within the North Central Arkansas workforce delivery system.

The Workforce Innovation and Opportunity Act was signed into law on July 22, 2014, and went into effect July 1, 2015. The Workforce Innovation and Opportunity Act supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

The Workforce Innovation and Opportunity Act has two tiers of partners: core program partners and required partners.

The core program partners who are required to collaborate and participate in the one-stop delivery system include: Workforce Innovation and Opportunity Act adult, dislocated workers, youth; Wagner-Peyser employment services; adult education and literacy; and, vocational rehabilitation. Core program partners are in the common performance measures pool and must work closely together to achieve success.

Required program partners must participate in the memorandum of understanding process and provide coordinated services with the comprehensive one-stop centers. Required program partners include the four core program partners as well as: career and technical education, Title V of the Older Americans Act, Job Corps, Native American programs, migrant and seasonal farmworkers, Veterans, YouthBuild, Trade Act, Community Services Block Grant, Housing and Urban Development, unemployment compensation, Second Chance, and temporary assistance for needy families. In the event any of the required partners do not have funding in North Central Arkansas Workforce Development Area, their participation is waived.

Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Arkansas's vision in implementing the Federal Act. Arkansas's workforce system provides a talent pipeline through the establishment of partnerships between state and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Arkansas's workforce agencies have jointly

developed the state's workforce plan with the intent that this vision is carried out in each of the local workforce development areas through their one-stop centers. The one-stop operator will be the lead of the business services team comprised of partner agencies to provide business development and job development activities.

The one-stop operator will be the point of contact regarding issues pertaining to customer complaints that are substantive to the required partners operating in the comprehensive and affiliate one-stop centers. This will include coordinating the services of one-stop partners and service providers, convening partner meetings on a regular basis as well as stakeholder meetings including all core program partners and advising the administrative entity and NCAWDB on partner operational challenges and successes.

In support of the Workforce Innovation and Opportunity Act memorandum of understanding, the one-stop operator responsibilities will also include:

- Coordinating service delivery among partners.
- Facilitating customer flow, customer service, initial assessment, resource room usage, tracking, and referral processes, as agreed upon in the memorandum of understanding, while working with partners to eliminate or minimize duplication of services.
- Communicating board and administrative policies, procedures, and strategic objectives to all partners and ensure they are followed.
- Reporting to the administration and North Central Arkansas Workforce Development Board on delivery system activities and outcomes.
- Ensuring that State requirements for center certification are met and maintained,
- Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
- Adhering to the provisions outlined in the contract with the Local Board and the Local Board Business Plan,
- Reinforcing strategic objectives of the Local Board to Partners, and
- Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- Integrating systems and coordinating services for the center and its Partners, placing priority on customer service. Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- Aligning activities functionally, e.g. Skills Development Team or Business Services Team.
- Overseeing and coordinating partner, program, and Arkansas Workforce Center network performance. This includes but is not limited to:
 - o Providing and/or contributing to reports of center activities, as requested by the Local Board,
 - o Identifying and facilitating the timely resolution of complaints, problems, and other issues,

- o Collaborating with the Local Board on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems and coordinated data batch downloads, while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603,
- o Ensuring open communication with the formal leaders in order to facilitate efficient and effective center operations,
- o Evaluating customer satisfaction data and propose service strategy changes to the Local Board based on findings.
- o Managing fiscal responsibilities and records for the center. This includes assisting the Local Board with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.
- o Cross-partner and program training where applicable and within reason.
- o Support and recommend continuous improvement responsive to customer needs and satisfaction assessment.
- o Working in concert with the region's business outreach team on improving connections with local businesses to workforce services.
- o Collaborating with partners in promoting workforce delivery system programs to local community-based organizations.
- o Communicating job fairs, workshops and other special projects to partners and regional stakeholders to ensure maximum participation and positive outcomes.

The one-stop operator will present a written and verbal report on work accomplished and challenges encountered on a quarterly basis to the North Central Arkansas Workforce Development Board.

IV. Duration of Agreement

The One-Stop Operator Agreement will commence on October 1, 2021 and shall remain in full force and effect until June 30, 2023 or until the North Central Arkansas Workforce Development Board withdraws their agreement. This agreement may be extended annually for up to a total of four years, ending June 30, 2025, as allowed in the Workforce Innovation and Opportunity Act. Contract extensions may be based on funding availability, satisfactory performance, and other factors determined appropriate by the North Central Arkansas Workforce Development Board and Chief Elected Officials. This agreement will be available to all one-stop partners at any time that it is changed or amended.

V. Budget

For the period October 1, 2021 through June 30, 2023, the one-stop operator budget shall not exceed \$45,000 per year. Subsequent years may be adjusted upon review and approval by the North Central Arkansas Workforce Development Board. Budget changes in subsequent years must be included through a modification of this agreement.

One-Stop Operator budget		Rate	Budget
Staff Time	120 hours per month	120	\$24,480.00
Fringe	Fringe on part-time employees	10.75%	\$2,631.60
Indirect	Based on Approved Cost Allocation Plan	29.79%	\$8,076.55
Allocations	WIOA allocations based on all Direct Charged Staff Time	18.00%	\$4,406.40
Travel	600 miles per month	0.56 per mile	\$4,032.00
Supplies	Laptop, printer, prepaid phone, paper, folders, labels, envelopes, postage, printing materials, and any other misc. needed		\$1,373.45
Total Budget			\$45,000.00

VI. Compensation and Fee Guarantee

- Cost charged to this contract must be reasonable and necessary to carry out the required One-Stop Operator process. The cost must be allowable and allocable to the proper grants and cost categories.
- All duties of the One-Stop Operator as followed by ODLE are programmatic, and therefore have no administrative costs. ODLE will not perform purchasing, leasing or other similar activities.

VII. Funding

- The one-stop operator is a subrecipient of Federal funds and must follow the Uniform Guidance at 2 CFR 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR 2900.
- For-profit entities shall comply with all Federal regulations and procurement policies, relating to the calculation and use of profits including 2 CFR 200.323.
- The NCAWDA is generally funded by WIOA, other Federal and State grant funds. The Arkansas one-stop workforce centers are funded primarily by resource sharing agreements with infrastructure of said centers supported through the infrastructure agreement.
- This agreement is subject to the one-stop operator's compliance with all terms and conditions required by the funding sources, applicable laws, rules and regulations.
- This agreement is contingent on the availability of funds, primarily WIOA formula funds. This agreement may be terminated, at the sole discretion of the NCAWDB with thirty (30) days written notice, in the event funding is discontinued or significantly reduced.
- Funds received by the one-stop operator related to this agreement that are not expended during the term of this agreement cannot be automatically carried over and expended in a subsequent year if the agreement is extended beyond the original agreement period. Carry-over of any funds is an item that must be negotiated with the NCAWDB or designated staff.

If the expenditure of those funds in a subsequent year is not allowed, those funds will be de-obligated.

- The one-stop operator agrees that any costs that are already allocated to other sources may not be included in the cost of the agreement or submitted to the administrative entity for payment in connection to this agreement. The one-stop operator must inform the NCAWDB if the one-stop operator applies for or receives funds that affect the cost or performance of work under this agreement and how the one-stop operator intends to allocate those funds. The one-stop operator agrees to comply with 20 CFR 680.230 in the coordination of WIOA training funds with other grant sources.

VIII. Dispute Resolution

Workforce Innovation and Opportunity Act one-stop partners, at times, may have a disagreement about some matter with a one-stop operator that falls outside the scope of the memorandum of understanding and that they are unable to resolve. In this case, they can document the issue and efforts they have made to resolve it and submit the documentation to the North Central Arkansas Workforce Development Board executive committee who will issue a written recommendation for resolving the issue. In the event the recommendation from the executive committee does not resolve the dispute, the documentation of the issue and the efforts made to resolve it will be referred to the State Workforce Development Board to resolve the issue on behalf of the Governor or to the Governor.

During any such event the parties shall continue perform the duties of this Agreement unless directed the NCAWDB, agents of the State of Arkansas, or USDOL, the situation requires an emergency suspension, or the parties mutually agree to suspend this Agreement.

IX. Amendment

This agreement may be amended at any time by written, signed consent of the parties.

X. Severability

Should any part of the agreement be invalidated or otherwise rendered null and void, the remainder of this agreement shall remain in full force and effect.

XI. Monitoring

The one-stop operator will be formally monitored annually by an independent monitor and the results will be provided to the North Central Arkansas Workforce Development Board.

XII. Termination

Either party may terminate this agreement for any reason by providing written notice to the other party thirty (30) days prior to the effective date of termination.

Termination Due to Loss of Funding: In the event the funding streams are discontinued or significantly reduced, the North Central Arkansas Workforce Development Board may provide notice of termination to the one-stop operator.

Termination for Cause: The North Central Arkansas Workforce Development Board may terminate the agreement, if after following the provisions set forth in this agreement, it determines that the one-stop operator has failed in the performance of the covenants and obligations of the agreement. The North Central Arkansas Workforce Development Board shall notify the one-stop operator in writing of the termination and reasons for the termination, together with the effective date.

Termination for Convenience: Either party may, without cause, at any time during the term of this agreement, terminate this agreement by giving a written notice of its intention to terminate the agreement upon a specific date. If the party giving the termination notice does not withdraw the notice in writing, this agreement shall terminate on the date specified upon expiration of a thirty (30) day period from the date of the letter.

XIII. Authority


The undersigned are authorized to execute this agreement on behalf of the parties. The undersigned entities bind themselves to the performance of this agreement. It is understood that this agreement shall not become effective until executed by both Parties involved.



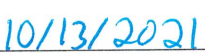
Gayle Cooper, Board Chair
North Central Arkansas Workforce Development Board



Date



Janet Smith, Executive Director
White River Planning and Development District, Inc.



Date

Attachment A
Period of performance - October 1, 2021 through June 30, 2023
Performance expectations - One-Stop Operator

Projected cumulative levels	End 12/31/2021	End 3/31/2022	End 6/30/2022	End 9/30/2022	End 12/31/2022	End 3/31/2023	End 6/30/2023
Conduct partner meetings throughout the region	1	2	3	4	5	6	7
Number of customer service surveys	30	60	90	120	150	180	210
Contacts to Community Based Organizations	3	6	9	12	15	18	21
Develop new partnerships	1	2	3	4	5	6	7
New efficiencies in workforce center	1	2	3	4	5	6	7
Maintain effective relationships with partners	X	X	X	X	X	X	X
Improve business service offerings	X	X	X	X	X	X	X

Performance measures will be evaluated by the one-stop committee at the end of each quarter and determine if each measure has been met.