

**NORTHWEST ARKANSAS LOCAL WORKFORCE DEVELOPMENT BOARD**  
**Wednesday, September 2, 2020, 11:00 a.m.**  
**Arkansas Workforce Center at Harrison, Harrison, AR**

**Agenda**

Call to Order – Introduce Guests .....	John Dyess
Staff Report .....	Patty Methvin
Agenda Item 1 – Action Election of Officers .....	2
Agenda Item 2 – Action Program Year 2020 Board Budget .....	3
Agenda Item 3 - Action Program Year 2020 Full WIOA Budget.....	4
Agenda Item 4 - Action Infrastructure Funding Agreement .....	6
Agenda Item 5 - Action Northwest Memorandum of Understanding 2020 .....	12
Agenda Item 6 - Action Policy Changes – Individual Training Accounts, Co-enrollment and Co-funding - I.....	36
Agenda Item 7 - Action NW Services and Governance Agreement .....	38
Agenda Item 8 – Action One Stop Operator Report .....	43
Agenda Item 8 – Action Consent Agenda .....	48
• Minutes of June 3, 2020 LWDB meeting	
• Eligible Training Provider Programs	
Announcements/Other Business	
Adjourn	

Mark your calendars for these upcoming meeting dates:

- NW Workforce Development Board Meeting Wednesday, December 2, 2020
- NW Workforce Development Board Meeting Wednesday, March 3, 2021

## Election of Officers

The officers of the LWDB shall be the Chairperson, the Vice-Chairperson, and the Executive Secretary. Officers shall be selected by a majority vote of the members. The members of the Board will elect a chairperson annually from among the private sector business representatives. The chairperson serves as the Executive Committee Chair and selects the chairs for all standing committees and taskforces of the Board.

### Private Sector Business Representatives:

Name	Company
Eddie Bartlett	Bartlett Family Dentistry
David Bell	David Bell, LLC
Sarah Brozynski	Baxter Regional Medical Center
Cheryl Davenport	Advanced Marine Performances
Johnny Dyess	Altronic Research
Steve Clark*	Fayetteville Chamber of Commerce
Bob Largent*	Harrison Regional Chamber of Commerce
Ross Parker	Parker Farms and Rentals
John 'Bo' Phillips	Rapid Scale
Erin Poe	TEC Staffing Services
Billie Reed*	Reed Consulting and Training, LLC

\*Represents more than one category.

### Current Officers:

Johnny Dyess, Chairperson  
Bo Phillips, Vice-Chairperson  
Ross Parker, Secretary

### Board Members whose terms expire June 2020:

John "Bo" Phillips  
Sarah Brozynski  
Jana Kindall  
Kevin Estes  
Ricky Tompkins

## Northwest Workforce Development Board PY 2020 Estimated Budget

Expenditures	
Staff	
Salaries & Wages	60,000.00
Employer Taxes	4,300.00
Medical, Life, Vision Insurance	11,500.00
Retirement	4,200.00
Advertising/Outreach	350.00
Postage	100.00
Communication – Telephone	800.00
Materials & Supplies	125.00
Membership/Sub/Pro Activity	1,500.00
Printing & Reproduction	50.00
Rent – Building/Storage	1,700.00
Travel – Training & Education	3,500.00
Mileage – Travel	3,500.00
Board	
Meeting Costs	200.00
Consultants	3,500.00
Board Training	2,500.00
Board Mileage	1,000.00
Board Travel	3,500.00
<b>Total</b>	<b>101,825.00</b>

**Northwest Arkansas Economic Development District**

**PY 20 Planning Budget-Revised 8/20/2020**

ADMIN REVENUE	TOTAL	NEG AR31	AREA	AREA II	AAPI	TOTAL FORMULA	YOUTH	ADULT	DLW
PY 17 Allocation	-					-			
PY 19 Allocation	6,847.82			\$ 6,847.82		-			
PY 20 Allocation	43,557.78	\$ 36,181.98				7,375.80			
PY 21 Allocation	-					-			
Total Allocation	71,716.00					71,716.00	54,438.00	8,015.00	9,263.00
Total Available Admin	203,583.60	36,181.98	-	6,847.82	-	160,553.80	61,813.80	48,011.00	50,729.00
	203,583.60	36,181.98	-	6,847.82	-	160,553.80	61,813.80	48,011.00	50,729.00
<b>ADMIN BUDGET</b>									
Salaries & Wages	62,624.00	14,974.98		5,900.00		41,749.02	16,073.53	12,484.36	13,191.13
Payroll Expense - Other	1,155.00					1,155.00	444.68	345.38	364.94
Fringe Benefits	11,567.00	5,038.00		947.82		5,581.18	2,148.77	1,668.96	1,763.44
P/A-Admin Costs	81,847.00	15,672.00				66,175.00	25,477.62	19,788.56	20,908.83
Communication - Telephone	550.00	497.00				53.00	20.41	15.85	16.75
Computer Software Maint/ Renewals	235.00					235.00	90.48	70.27	74.25
Motor Pool	90.00					90.00	34.65	26.91	28.44
Bank Service Fees	365.00					365.00	140.53	109.15	115.33
Materials & Supplies	110.00					110.00	42.35	32.89	34.76
Membership/ Sub Pro Activity	31.00					31.00	11.94	9.27	9.79
Printing & Reproduction	2.00					2.00	0.77	0.60	0.63
Rent - Bldg/Storage	132.00					132.00	50.82	39.47	41.71
Travel- Training & Education	696.00					696.00	267.96	208.13	219.91
Mileage - Travel	642.00					642.00	247.17	191.98	202.85
Total Salaries & Overhead	160,046.00	36,181.98	-	6,847.82	-	117,016.20	45,051.66	34,991.79	36,372.75
Carryover July - Sept 2021	43,537.60	-	-	-	-	43,537.60	16,762.14	13,019.21	13,756.25
<b>Total Admin Budget</b>	<b>203,583.60</b>	<b>36,181.98</b>	<b>-</b>	<b>6,847.82</b>	<b>-</b>	<b>160,553.80</b>	<b>61,813.80</b>	<b>48,011.00</b>	<b>50,729.00</b>

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*ATTACHMENT B*

*INFRASTRUCTURE FUNDING AGREEMENT*

**I. INTRODUCTION**

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

This agreement shall be in effect for the duration of the MOU.

The Northwest Arkansas Workforce Centers coordinate the delivery of services with the following partners:

- NWAADB
- Northwest Arkansas Economic Development District (NWAEDD)
- Arkansas Division of Workforce Services (ADWS)
- Arkansas Division of Services for the Blind (DSB)
- Arkansas Rehabilitation Services (ARS)
- Arkansas Adult Education Services
- North Arkansas College
- Arkansas State University, Mountain Home
- Northwest Technical Institute
- Fayetteville School District
- Northwest Arkansas Community College
- Job Corps/ODLE Management
- American Indian Center of Arkansas
- National Caucus and Center on Black Aging, Inc.
- Ozark Opportunities
- Arkansas Human Development Corporation
- Goodwill Industries of Arkansas.

See the MOU for a list of services provided by each partner.

**II. COST ALLOCATION METHODOLOGY**

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

The costs in this IFA are infrastructure costs that are shared jointly with the above partners. The one-

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

The NAWADB as identified in the Northwest Arkansas Workforce Centers MOU hereby certifies that this plan has been prepared in accordance with these guidelines.

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

The Budget, attached hereto, was based on historical costs from the previous Fiscal Year expenditures and shall be reconciled against actual costs in the current fiscal year and adjusted accordingly within the first 30 days of the beginning of each next fiscal year. Any overpayment from any partner shall be credited towards that partner's future share of costs. Any underpayment shall be paid within 30 days of receiving a copy of the reconciled budget showing actual costs AND an invoice for the total amount due.

### *III. DIRECT COSTS*

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

### *IV. SHARED COSTS*

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

### *ADDITIONAL COSTS*

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

- Must include the costs of the provision of career services in WIOA sec. 134©(2) applicable to each program consistent with partner program's authorizing Federal statutes and regulations, and allocable based on Federal costs principals in the Uniform Guidance at 2 CFR part 200.
- May include shared operating costs and shared services that are authorized for, and may be commonly provided through, the one-stop partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop partners, and business services.

### *INFRASTRUCTURE COSTS*

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

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

## *V. PARTNER PROVISIONS*

The allocation of costs will be revised each time a partner begins or terminates delivery of service in the Job Center or at any time a partner agency substantially changes its leased premises or number of employees present at the Job Center. Accordingly, the Resource Sharing Agreement shall be adjusted to reflect changes in the allocations of Additional Delivery System Costs. All partners must agree on the initial allocation and any subsequent changes to the initial allocations.

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

## *I. SIGNATURES*

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



<b>Partners</b>	Annual Infrastructure Costs <sup>1</sup>	Quarterly Costs
NWAEDD WIOA Title 1	\$70,546.63	\$17,636.66
AR Division of Workforce Services (DWS)	\$323,319.14	\$80,829.79
AR Rehabilitation Services (ARS)	\$10,291.73	\$2,572.93
AR Division of Services for the Blind (DSB)	\$38,206.48	\$9,551.62
North Arkansas College- Adult Education	\$86.87	\$21.72
ODLE Management - Job Corps	\$1,529.16	\$382.29
National Caucus and Center on Black Aging (NCBA) - SCSEP	\$2,106.33	\$526.58
Total	\$446,086.34	\$111,521.59

<sup>1</sup> Infrastructure costs based on square footage.

Northwest Arkansas Workforce Development Area

Infrastructure Costs For Each Partner

Partners	Comprehensive Harrison						Mt. Home			Fayetteville			Rogers			Total Costs
	NWAEDD - A		DWS - B		Sq Ft		Sq Ft		Sq Ft		Sq Ft		Sq Ft		Costs	
	Sq Ft	%	Sq Ft	%	Sq Ft	%	Sq Ft	%	Sq Ft	%	Sq Ft	%	Sq Ft	%		
NWAEDD	2,102	99.1%			1,132	19.5%	1,549.5	19.7%	1,036	15.0%	\$27,777.57	1,036	15.0%	\$17,703.12	\$70,546.63	
WIOA Title 1 Center Staff																
AR Division of Workforce Services			3,756	73.9%		77.4%	4,482	67.4%	5,312.2	85.0%	\$95,230.72	5,864	85.0%	\$100,203.76	\$323,319.14	
AR Rehabilitation Services	1,171				128	2.2%									\$10,291.73	
AR Division of Services for the Blind			1,272	25.0%		0.9%	52	11.0%	866.5		\$15,533.57				\$38,206.48	
Adult Education and Family Literacy North Arkansas College (NAC)	20	0.9%													\$86.87	
Job Corps																
ODIE Management									85.3	1.1%	\$1,529.16				\$1,529.16	
Senior Community Service Employment Program (SCSEP) National Caucus & Center on Black Aging (NCBA)			53	1.0%					66.5	0.8%	\$1,192.13				\$2,106.33	
NWAEDD /NAC - Building Costs	2,122	100.0%														
NWAEDD /AR Rehabilitation Services Lease	1,171															
<b>Total</b>	3,293		5,081	100%	5,794	100%	7,880.0	100%	6,900	100%	\$141,263.14	6,900	100%	\$117,906.88	\$446,086.34	

## Northwest Arkansas Workforce Development Area

### Infrastructure Budget

Budget	Comprehensive Harrison				Mt. Home	Fayetteville	Rogers	Annual Total	Quarterly Costs
	NWAEDD - A		DWS - B						
ARS Rent/Lease	\$8,489.76	\$36,837.24		\$42,933.60	\$98,460.60	\$80,937.00	\$267,658.20	\$66,914.55	
NWAEDD Maintenance & Repair	3,565.80						3,565.80	\$891.45	
NWAEDD Property Tax	581.02						581.02	\$145.26	
NWAEDD Utilities	5,069.84						\$5,069.84	\$1,267.46	
DWS Utilities				\$9,882.68	\$13,086.88	\$8,173.64	\$31,143.20	\$7,785.80	
DWS Resource Room phones & Internet		\$24,216.00		\$16,116.00	\$15,696.00	\$16,332.00	\$72,360.00	\$18,090.00	
NWAEDD Resource Room - Century Link Internet, fax, computer line				\$1,800.00			\$1,800.00	\$450.00	
NWAEDD Resource Room DIS fax and telephone line				\$358.80	\$154.80	\$368.28	\$881.88	\$220.47	
DWS Janitorial (includes shredder)		\$25,526.88		\$9,455.76	\$13,800.84	\$11,783.88	\$60,567.36	\$15,141.84	
DWS Copier		\$1,062.60		\$974.88			\$2,037.48	\$509.37	
DWS General Building Maintenance				\$45.46	\$64.02	\$312.08	\$421.56	\$105.39	
<b>Total Costs</b>	<b>\$17,706.42</b>	<b>\$87,642.72</b>		<b>\$81,567.18</b>	<b>\$141,263.14</b>	<b>\$117,906.88</b>	<b>\$446,086.34</b>	<b>\$111,521.59</b>	

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

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

### **Purpose**

This MOU is executed between the Northwest Local Workforce Development Board (Local Board), the Arkansas Workforce Center network Partners (Partners), and the Chief Elected Officials (CEOs). They are collectively referred to as the “Parties” to this MOU. This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the five Arkansas Workforce Centers in the Northwest Local Workforce Development Area (Local Area). The Local Board provides local oversight of workforce programming for the Local Area. The Local Board, with the agreement of the CEOs, has competitively selected the Northwest Arkansas Economic Development District as the one-stop operator for the Local Area, as further outlined in the One-Stop Operator section. The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the Local Area Arkansas Workforce Center network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Local Area’s high-standard Arkansas Workforce Center network. The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall community.

### **Vision**

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

### **Mission**

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

## Arkansas's Talent Development System Philosophy

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

## Characteristics of a High-Quality Arkansas Workforce Center

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

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

### Customer Service

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

- Deliver Quality Business Services

**Innovation and Service Design**

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

**Systems Integration and High-Quality Staffing**

- Reflect Robust Partnerships
- Organize Services by Function
- Use Common Performance Indicators
- Implement Integrated Policies
- Cross-Train and Equip Center Staff
- Offer Highly Trained Career Counselors
- Maintain Integrated Case Management

**Arkansas Workforce Centers (American Job Centers)**

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

**Arkansas Workforce Centers in the Local Area**

Type of Center (Comprehensive or Affiliate)	Mailing Address	Operating Hours	Phone
Comprehensive	PO Box 190, Harrison, AR 72602-0190	8 am-4:30 pm	870-741-8236
Affiliate	1058 Highland Circle #20, Mountain Home, AR 72653	8 am-4:30 pm	870-425-2386
Affiliate	PO Box 1205, Fayetteville, AR 72701	8 am-4:30 pm	479-521-5730
Affiliate	PO Box 99, Rogers, AR 72756	8 am-4:30 pm	479-636-4755

**One-Stop Operator**

The Local Board selected the one-stop operator, the Northwest Arkansas Economic Development District, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and State and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Local Board website at: <http://nwaedd.org/services/workforce/workforce-board/>. All Parties agree that this MOU shall be reviewed and renewed the lessor of every four years or

whenever a new one-stop operator is selected. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

## Partners

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

Partner Program	Partner Organization	Authorization/Category	Contact Information
*Jobs for Veterans State Grants (JVSG)	Arkansas Department of Commerce, Division of Workforce Services	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C. N	
*Migrant and Seasonal Farmworker Program	Arkansas Department of Commerce, Division of Workforce Services	Migrant and Seasonal Farmworker Program, WIOA Title I	PO Box 280, Harrison, AR 72601 870-741-7030 Aaron.johnson@arkansas.gov
*Trade Adjustment Assistance (TAA)	Arkansas Department of Commerce, Division of Workforce Services	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	PO Box 1945, Mountain Home, AR 72653 870-424-0459 Jenny.patoka@arkansas.gov
*Unemployment Insurance	Arkansas Department of Commerce, Division of Workforce Services	Unemployment Insurance (UI) programs under state unemployment compensation laws	PO Box 1205, Fayetteville, AR 72701 479-587-3078 John.jones@arkansas.gov
*Wagner-Peyser Employment Services (ES) (WIOA Title III)	Arkansas Department of Commerce, Division of Workforce Services	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	PO Box 99, Rogers, AR 72757 479-636-4755 Tridena.feaster@arkansas.gov
*Temporary Assistance for Needy Families (TANF)	Arkansas Department of Commerce, Division of Workforce Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	

Partner Program	Partner Organization	Authorization/Category	Contact Information
*WIOA Title I Adult, Dislocated Worker, and Youth Program	Northwest Arkansas Economic Development District, Inc.	WIOA title I Adult, Dislocated Worker, and Youth Programs	PO Box 190, Harrison, AR 72602 870-741-6865 khenry@nwaedd.org  PO Box 1205, Fayetteville, AR 72701 479-587-7040 jmoss@nwaedd.org
*Vocational Rehabilitation (WIOA Title IV)	Arkansas Department of Commerce, Division of Workforce Services, Adult Education, Division of Services for the Blind	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	P.O. Box 280 Harrison, AR 72602 870-715-0816 <a href="mailto:Kevin.estes@arkansas.gov">Kevin.estes@arkansas.gov</a>  2143 W. MLK Blvd. Fayetteville, AR 72701 <a href="mailto:hgrigsby@arkansas.gov">hgrigsby@arkansas.gov</a> 479-530-9720 <a href="mailto:sbronson@arkansas.gov">sbronson@arkansas.gov</a> 479-287-6109
Veterans Services	Arkansas Department of Veterans Affairs	Veterans Programs	PO Box 1205, Fayetteville, AR 72701 479-387-6610 Terry.thurman@arkansas.gov

\*Indicates a Required Program

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

Partner Program	Partner Organization	Authorization/Category	Contact Information
*Adult Education and Family Literacy (WIOA Title II), Supplemental Nutrition Assistance Program (SNAP) Employment & Training	Arkansas Department of Commerce, Division of Workforce Services, Adult Education, North Arkansas College	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	1515 Pioneer Dr., Harrison, AR 72601 870-391-3517 cconner@northark.edu



<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization/Category</b>	<b>Contact Information</b>
*Adult Education and Family Literacy (WIOA Title II), Supplemental Nutrition Assistance Program (SNAP) Employment & Training	Arkansas Department of Commerce, Division of Workforce Services, Adult Education, Northwest Arkansas Community College	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	One College Drive, Bentonville, AR 72712 479-986-6934 baldama@nwacc.edu
*Adult Education and Family Literacy (WIOA Title II), Supplemental Nutrition Assistance Program (SNAP) Employment & Training	Arkansas Department of Commerce, Division of Workforce Services, Adult Education, Northwest Technical Institute	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	610 East Emma Suite 200, Springdale, AR 72764 479-751-0181 nryburn@nwti.edu
*Adult Education and Family Literacy (WIOA Title II), Supplemental Nutrition Assistance Program (SNAP) Employment & Training	Arkansas Department of Commerce, Division of Workforce Services, Adult Education, Ozark Literacy Council	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	2596 Keystone Crossing, Fayetteville, AR 72703 479-521-8250 patty@ozarkliteracy.org
*Adult Education and Family Literacy (WIOA Title II), Supplemental Nutrition Assistance Program (SNAP) Employment & Training	Arkansas Department of Commerce, Division of Workforce Services, Adult Education, ASU Mountain Home	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	1600 South College St., Mountain Home, AR 72653; 870-508-6102; jrobbins@asumh.edu

<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization/Category</b>	<b>Contact Information</b>
*Adult Education and Family Literacy (WIOA Title II), Supplemental Nutrition Assistance Program (SNAP) Employment & Training	Arkansas Department of Commerce, Division of Workforce Services, Adult Education, Fayetteville School District	WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	612 S. College Ave., Fayetteville, AR 72701 479-444-3041 robbie.cornelius@fayar.net
*Vocational Rehabilitation (WIOA Title IV)	Arkansas Department of Commerce, Division of Workforce Services, Arkansas Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	4058 N College Suite 150, Fayetteville, AR 72703 479-582-1286 Amy.jones@arkansas.gov
*Career and Technical Education	Northwest Arkansas Community College	Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	One College Drive, Bentonville, AR 72712; 479-936-5145 <a href="mailto:mbolinder@nwacc.edu">mbolinder@nwacc.edu</a>
*Career and Technical Education	Arkansas State University, Mountain Home	Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	1600 South College St., Mountain Home, AR 72653; 870-508-6185; kheslep@asumh.edu
*Career and Technical Education	North Arkansas College	Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	1515 Pioneer Dr., Harrison, AR 72601 870-391-3181 nbonds@northark.edu
*Indian and Native American Programs	American Indian Center of Arkansas	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	1100 N. University Suite 143, Little Rock, AR 72207 501-666-9032 wmcguire@arindianctr.org
*Senior Community Service Employment Program	American Indian Center of Arkansas	Title V of the Older Americans Act of 1965	1100 N. University Suite 143, Little Rock, AR 72207 501-666-9032 lhill@arindianctr.org
*Senior Community Service Employment Program	National Caucus and Center on Black Aging, Inc.	Title V of the Older Americans Act of 1965	1396 US 65 South - Suite 163 Clinton, AR 72031 (501) 745-4070 Main rmaxwell@myncba.com

Partner Program	Partner Organization	Authorization/Category	Contact Information
*Community Service Block Grant Employment & Training	Ozark Opportunities, Inc.	Community Services Block Grant Act	PO Box 1400 Harrison, AR 72602 rtatkinson@ozarkopp.org; 870-741-9406, ext, 235,
*National Farmworker Jobs Program	Arkansas Human Development Corporation	National Farmworker Jobs Program (NFJP)2, WIOA Sec. 167	300 Spring Street Suite 700, Little Rock, AR 72201 cyoung@arhdc.org 501-374-1103
*Job Corps	Women Empowered Network	Job Corp, WIOA Title I, Subtitle C	616 Garrison Ave., Fort Smith, AR 72901 Morgan.patricia@jobcorps.org 479-424-3404
*YouthBuild	None in area	YouthBuild WIOA Sec. 171 (29 USC 3226)	n/a
*HUD Employment & Training Program	None in area		n/a
*Reentry Employment Opportunities (REO)	None in area	Section 212 of the Second Chance Act of 2007 and WIOA Sec. 169)	n/a

\*Indicates a Required Program

### Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the Arkansas Workforce Center network if the Local Board and chief elected official(s) approve the entity's participation.

### Partner Services

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

- Serve as a single point of contact for businesses, responding to all requests in a timely manner
- Provide information and services related to Unemployment Insurance taxes and claims
- Assist with disability and communication accommodations, including job coaches
- Conduct outreach regarding Local workforce system's services and products
- Conduct on-site Rapid Response activities regarding closures and downsizings

- Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
- Provide access to labor market information
- Provide customized recruitment and job applicant screening, assessment and referral services
- Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
- Assist with the interpretation of labor market information
- Conduct job fairs
- Develop customized training opportunities to meet specific employer and/or industry cluster needs
- Use of one-stop center facilities for recruiting and interviewing job applicants
- Consult on human resources issues
- Coordinate with employers to develop and implement layoff aversion strategies
- Post job vacancies in the state labor exchange system and take and fill job orders
- Provide information regarding disability awareness issues
- Provide incumbent worker upgrade training through various modalities
- Provide information regarding workforce development initiatives and programs
- Provide information regarding assistive technology and communication accommodations
- Develop, convene, or implement industry or sector partnerships

#### **Job Seeker Services**

- Basic Career Services
  - Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system
  - Initial assessments of skill level(s), aptitudes, abilities and supportive service needs
  - In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)
  - Access to employment opportunity and labor market information
  - Performance information and program costs for eligible providers of training, education, and workforce services
  - Information on performance of the Local workforce system
  - Information on the availability of supportive services and referral to such, as appropriate
  - Information and meaningful assistance on Unemployment Insurance claim filing
  - Determination of potential eligibility for workforce Partner services, programs, and referral(s)
  - Information and assistance in applying for financial aid for training and education programs not provided under WIOA
  
- Individualized Career Services
  - Comprehensive and specialized assessments of skills levels and service needs

- Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals
  - Referral to training services
  - Group counseling
  - Literacy activities related to work readiness
  - Individual counseling and career planning
  - Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance
  - Work experience, transitional jobs, registered apprenticeships, and internships
  - Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training
- Training
    - Occupational skills training through Individual Training Accounts (ITAs)
    - Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
    - On-the-Job Training (OJT)
    - Incumbent Worker Training
    - Programs that combine workplace training with related instruction which may include cooperative education Training programs operated by the private sector
    - Skill upgrading and retraining
    - Entrepreneurial training
    - Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
    - Other training services as determined by the workforce partner's governing rules

## Roles and Responsibilities of Partners

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

### All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),

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

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

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

**Chief Elected Official**

The CEOs will, at a minimum:

- In Partnership with the Local Board and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local Boards and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- Approve the Local Board budget and workforce center cost allocation plan,
- Approve the selection of the one-stop operator following the competitive procurement process, and

- Coordinate with the Local Board to oversee the operations of the Local Area Arkansas Workforce Center network.

### **Local Board**

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

- In Partnership with the CEOs and other applicable Partners within the Local Area, develop and submit a Local Area plan that includes a description of the activities that shall be undertaken by the Local Board and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- In Partnership with the CEOs and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local Boards and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- In collaboration and Partnership with the CEOs and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the Local CEOs and the other Local Boards within the regional area, design and approve the Arkansas Workforce Center network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities,
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
  - A holistic system of supporting services, and
  - One or more competitively procured one-stop operators.
- In collaboration with the CEOs, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
- Determine the role and day-to-day duties of the one-stop operator,
- Approve annual budget allocations for operation of the Arkansas Workforce Center network,
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- Leverage additional funding for the Arkansas Workforce Center network to operate and expand one-stop customer activities and resources, and
- Review and evaluate performance of the Local Area and one-stop operator.

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

Specific responsibilities include, at a minimum:

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

### **One-Stop Operator**

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

- Ensuring that State requirements for center certification are met and maintained,
- Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
- Ensuring that Local Board policies are implemented and adhered to,
- Adhering to the provisions outlined in the contract with the Local Board and the Local Board Plan,
- Reinforcing strategic objectives of the Local Board to Partners, and
- Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- Integrating systems and coordinating services for the center and its Partners, placing priority on customer service. Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- Aligning activities functionally, e.g. Skills Development Team or Business Services Team.
- Ensuring service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program. The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- Overseeing and coordinating partner, program, and Arkansas Workforce Center network performance. This includes but is not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the Local Board,
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues,



- Collaborating with the Local Board on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
- Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
- Evaluating customer satisfaction data and propose service strategy changes to the Local Board based on findings.
- Managing fiscal responsibilities and records for the center. This includes assisting the Local Board with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

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

### **Partners**

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

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

## Data Sharing

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

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

## Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including Personally Identifiable Information (PII) from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the

programs and activities described in this MOU and will comply with applicable law.

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

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures, as well as relevant State laws regarding unemployment insurance information.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## Referrals

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Local Area Arkansas Workforce Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – in accordance with the Local Area Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and

- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## **Accessibility**

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

### **Physical Accessibility**

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the ADA Standards for Accessible Design or subsequent federal standards. Services will be available in a convenient and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

### **Virtual Accessibility**

The Local Board will work with the Arkansas Workforce Development Board (State Board) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010, the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the Local Board to post content through its website or the State Board website.

### **Communication Accessibility**

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

### **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Partners must assure that they have policies and procedures in place to address these issues, and that those policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all Arkansas Workforce Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS, DRAGON, or MAGic) and assistive listening devices must be available to ensure physical and programmatic accessibility within the Arkansas Workforce Center network.

## Outreach

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

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

## Dispute Resolution

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

MOU may seek resolution under this process.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the Local Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days from the date that it is determined that agreement cannot be reached.
3. The Local Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local Board's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

## Monitoring

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

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

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

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

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

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

## **Indemnification**

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

## **Severability**

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

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

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

U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

### **Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

### **Debarment and Suspension**

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

### **Priority of Service**

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

### **Non-Assignment**

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

### **Governing Law**

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



## Modification Process

Renewal of an MOU requires all parties to review and agree to all elements of the MOU and resign the MOU. An amendment or modification of the MOU must be in writing and must be signed by all parties. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. These changes may occur through the local MOU modification process. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require renewal of the MOU. A change to the MOU due to the election of a new CEO would ensure that the newly elected official is aware of the local one-stop partners, as well as the terms and conditions of the MOU. When the local area has created a new Infrastructure Funding Agreement (IFA), the MOU must be updated in accordance with 20 CFR 678.500(e), 34 CFR 361.500(e), and 34 CFR 463.500(e). Updating the MOU does not require renewal of the MOU.

The following steps will be taken to modify the MOU:

- 1. Notification**

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

- 2. Discussion/Negotiation**

Upon notification, the Local Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. Depending upon the type of modification, the modification can be accomplished through electronic communication among all the Parties. If the proposed modification is extensive and is met with opposition, the Local Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Local Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Local Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

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

- 3. Signatures**

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

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Local Board Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

## Termination

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

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. If there is a risk of termination pursuant to this provision, the party unable to perform shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Local Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

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

## Effective Period

This MOU is entered into on July 1, 2020. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2023, unless any of the reasons in the Termination section above apply.

## One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Local Area Arkansas Workforce Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by Arkansas Workforce Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the Local Area's high-standard Arkansas Workforce Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

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

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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

## Signatures

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



Northwest Arkansas Economic Development District  
Northwest Arkansas Workforce Development Board Policy

Policy Name	Individual Training Accounts
Effective Date	March 1, 2017
Date Approved by the Board	March 1, 2017
Revised	September 2, 2020

Individual Training Accounts (ITA) may be issued for WIOA eligible individuals through the One Stop System if it is determined that the individual needs training in order to obtain skills to seek self-sufficiency wages. The ITA may only be issued for programs that are currently on the Eligible Training Provider (ETP) list. The procedure for issuing ITA's follows:

- Participants are determined eligible for WIOA services and the application has been approved by a supervisor
- Participants are enrolled in a program of study that is on the ETP list
- Participants are informed that WIOA will only pay for classes that are on the degree plan of approved program
- An ITA will cover cost of tuition/books/required fees. Any other "like to have" charges will not be covered with WIOA funds
- Generally ITA's are written for a maximum of a two year timeframe. Time limits exceeding a two year timeframe must be approved by WIOA Management.
- Participants may be dropped from the program for unsatisfactory attendance or grades. Staff needs to consult with WIOA Management staff BEFORE making the decision to drop a participant from the program. Clients may be counseled and placed on probation for failure to comply with policies and procedures instead of dropping the entirely from the program
- Applicants seeking assistance for Bachelor Degree programs must be in their last two years of training. The participant must have completed enough semester hours to be classified as a junior by the training institution. Exceptions to this rule must be approved by WIOA Management
- Other participant cost required for participation in a training program may be approved on a case by case basis and is not considered part of the ITA cost
- A cap of \$10,000 has been established for ITA's. Exceptions to this cap may be approved by WIOA Management after reassessment of participant need
- Participants will sign an agreement outlying their responsibilities to continue receiving WIOA assistance
- Participant obligations are to be tracked in a spreadsheet to avoid over obligation of ITA funds
- Participants applying for WIOA services are required to apply for other funding including Pell grants. Verification will be maintained in participant files

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John Dyess, NW WDB Chair



Policy Name: Co-enrollment and Co-funding  
Effective Date: March 7, 2018  
Date Approved by the Board: March 7, 2018  
Revised: September 2, 2020

WIOA Title 1-B Adult, Dislocated Worker, and Youth participants should be referred to and co-enrolled (or co-funded) with these services and other available services as appropriate. In addition, local boards must ensure that services are not duplicated for individuals in multiple programs.

The NWA WDB encourages staff to co-enroll participants with other programs to maximum the use of WIOA Title I funds, when such enrollment is beneficial to the success of the participants. Career Advisors will coordinate and communicate with other agencies to ensure there is no duplication of services.

Services available under each funding stream will depend on eligibility for services under that funding stream. **Local program operators may determine the appropriate level and balance of services for each individual under each program.** Local program operators must identify and track the funding streams which pay the costs of services and ensure no duplication of services [20 CFR 681.430].

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John Dyess, NW WDB Chair

## **Northwest Arkansas Workforce Development Area Services and Governance Agreement**

THIS AGREEMENT is entered into by and between the Northwest Workforce Development Board (NWWDB) and the Chief Elected Officials (CEOs) of Northwest Arkansas, representing the following counties and cities within those counties of Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy and Washington and the Northwest Arkansas Economic Development District (NWAEDD), respectively. This Agreement is to begin on the first day of July 2020, and to terminate in accordance with terms and conditions provided for herein.

WHEREAS, Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy and Washington counties have been designated as the Northwest Arkansas Workforce Development Area (hereinafter Northwest) in Arkansas; and

WHEREAS, the CEOs have been designated as the recipient of WIOA funds for Northwest; and WHEREAS, the NWWDB has been appointed by the CEOs to provide guidance and support to the WDB in the development and implementation of policies and programs designed to accomplish the goals of WIOA; and

WHEREAS, the NWAEDD designated by the CEOs as the fiscal agent/administrative entity, to be responsible for disbursement of WIOA funds, as well as the administration and oversight of activities under WIOA and in accordance with direction of the WDB; and

WHEREAS, the NWAEDD also serves as the provider of adult and dislocated worker career services and provider of youth services to meet the objectives of WIOA; and

WHEREAS, WIOA requires that a local governance agreement be entered into to delineate the roles and responsibilities of the CEOs, WDB, fiscal agent and administrative entity.

NOW THEREFORE, in order to establish clear roles and responsibilities for each entity involved herein it is hereby agreed as follows:

### **Article I – Agreement Purpose**

It is the purpose of the Agreement to provide clarity for all parties the duties that the NWAEDD administrative entity and fiscal agent, shall provide including support staff to the WDB and CEOs and oversight of the fiscal management of the funds granted to the Northwest Arkansas Workforce Development Area, under the WIOA. These same entities have assigned the provision of program and career services for adults, dislocated workers, and youth as regulated under the WIOA to the NWAEDD. The terms and conditions which follow reflect the joint understanding between the parties to this Agreement and shall be construed as the essential elements of the mutual considerations upon which this Agreement is based.

### **Article II – Parties to Agreement**

1. The parties to this Agreement shall be the NWAEDD, and NWWDB and CEOs comprising the Northwest Arkansas Workforce Development Area.

2. This Agreement will be presented to the CEOs and NWWDB, which have respectively approved entering into this Agreement.
3. Further, the parties to this Agreement have the constitutional and/or statutory power pursuant to the Arkansas State Statutes to enter into this Agreement.

#### **Article III – Term**

1. This Agreement shall become effective no later than July 1, 2020, and shall be automatically renewed on July 1<sup>st</sup> of each subsequent year unless or until;
2. The Governor re-designates the Local Workforce Development Area; or
3. Until this Agreement has been terminated by any party to this Agreement upon providing of ninety (90) days written notice to the other parties prior to the end of the program year for receipt of federal workforce funds.

#### **Article IV – Responsibilities**

1. The NWAEDD shall be responsible for providing;
  - a. The CEOs and NWWDB with staff and related support. The staff shall carry out the policies of the CEOs and the NWWDB, produce required reports for their review and approval and provide such other services as may be reasonable and necessary for the CEOs and NWWDB to perform their required duties.
  - b. Support necessary for the CEOs and NWWDB to evaluate and procure services and other resources, through contracts or other means, to perform their required duties.
  - c. Such fiscal and accounting services necessary to conduct the business of the CEOs and the NWWDB in accordance with the fiscal and reporting requirements of WIOA and the State of Arkansas. This shall include but not be limited to accountability for fund expenditures including an independent audit of the NWAEDD, which shall include the WIOA funds and which shall be done in accordance with Arkansas State Statutes and federal requirements.
  - d. Will establish and maintain written fiscal policies relative to procurement, auditing, monitoring and overall fiscal administration.
  - e. Such fiscal and reporting services necessary to account for any program income, fee for services or surplus funds generated by the One Stop Operator (OSO) or by the NWAEDD in support of the programs.
  - f. Such services necessary for the disbursement of funds for the support of the fiscal and administrative entities, the one stop systems, and any service providers or contractors as authorized by the CEOs and NWWDB.
  - g. Financial reports to WDB, CEOs and One Stop provider as appropriate.
  - h. Reports to the State in accordance with Arkansas State policies and procedures.
  - i. Such management information system support including required reports as determined necessary by the CEOs and the NWWDB.
  - j. The preparation necessary to produce agendas and backup support for meetings of the NWWDB and CEOs and their committees.
  - k. Monitoring necessary to assure the fiscal integrity of the funds.

- l. Grant application support.
- m. WIOA plan development and modification support as needed.
- n. Such support as is necessary for the development of Memoranda of Understanding between the local one stop partners.
- o. The transference as appropriate of funds necessary for the OSO to pay its staff, overhead, operating costs and appropriate portion of infrastructure costs.

*All fiscal support shall be in accordance with generally accepted accounting principles and in accordance with WIOA guidance.*

- 2. The Northwest Arkansas CEOs and NWWDB shall be responsible for ensuring the provision of:
  - a. Such authority to the NWAEDD necessary for the transfer of funds associated with fiscal agent/administrative entity duties and responsibilities under this Agreement in a timely and accurate manner.
  - b. The proper backup documentation and support necessary for the NWAEDD to perform its duties and responsibilities under this Agreement in a timely and accurate manner.
  - c. Reports regarding client services and expenditures as appropriate so that the NWAEDD can generate required reports to the State.
  - d. Approval of the budget of the local workforce development area.
  - e. Approval of the local workforce development plan.
  - f. The selection of the local one-stop operator.
  - g. The provision of oversight with respect to local youth activities, employment and training activities, and the one-stop delivery systems.
  - h. Negotiate and reach agreement with the State on local levels of performance based on the State adjusted levels of performance.

**Article V – Compensation and Method of Payment**

The NWAEDD shall be compensated from WIOA funds for services performed as listed in Article IV during each twelve-month term of this Agreement.

The compensation will be paid as follows:

The NWAEDD will prepare at the end of each month, beginning with the month of July 2020, an invoice for WIOA and other workforce related grant services, reflecting the personnel and other costs incurred for the month for services performed under this Agreement. The NWAEDD will be entitled to payment from WIOA and other workforce related funds immediately after the end of the month for which the services were rendered and invoiced.

Monthly financial reports will be maintained and available to the NWWDB and CEOs and will include information relating to these billings and compensation payments.

**Article VI – Multi-Function Agreement Clause**

WIOA requires that a written agreement be entered into where one entity performs multiple functions, as will be performed by the NWAEDD. This agreement is to establish clear roles and responsibilities for each of the entities. The entities hereby agree to the following.

**Definition of roles and duties per function.**



- a. Fiscal agent – the NWAEDD serves as the fiscal agent for WIOA funds.
  - b. Provider of services – the NWAEDD will serve and may continue to serve as provider of adult, dislocated worker and youth services under WIOA.
- 2. Description of the separation of duties under each role.**
- a. In performing as the fiscal agent, the NWAEDD will appoint personnel assigned with the following fiscal duties. Individuals in this role shall not be permitted to engage in policy or service delivery activities.
    - i. Responsibility for receipt of WIOA funds, payment for services and other authorized WIOA expenditures.
    - ii. Ensuring fiscal integrity and accountability of such funds in accordance with the Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations and state policies.
    - iii. Responding to financial audit findings.
    - iv. Maintaining proper accounting records with adequate documentation.
    - v. Preparation of financial reports.
    - vi. Providing technical assistance to sub-recipients regarding fiscal issues.
  - b. In performing as the provider of career services as specified in the WIOA to adults and dislocated workers, and as the provider of youth services the NWAEDD will implement WDB policies and report to the WDB on program service delivery, performance accountability and continuous improvements.
- 3. Description of separation of budget authority.**
- a. To ensure proper separation of duties and functions and to delineate staff duties of various NWAEDD personnel there will be two separate budgets. One for fiscal and one for program provider.
  - b. Personnel shall be individually and collectively responsible for reporting compliance with WIOA and regulations, OMB circulars and state policies regarding conflict of interest and how conflicts of interest will be minimized.
  - c. The NWAEDD staff can be assisted in preparing the fiscal portions of their reports by designated NWAEDD fiscal appointees.
  - d. Any changes to the budget, including funding or costs shifted between the fiscal agent and the OSO or service provider budgets shall be presented to the WDB administrator for review and authorization.
- 4. Description of staff duties and compliance with WIOA and regulations, OMB circulars and state policies on conflict of interest, including how conflict of interest will be minimized.**
- a. The NWWDB shall, through the administrator, monitor and oversee the activities of NWAEDD in all respects to ensure proper usage of WIOA funds; monitor proper and effective action by the NWAEDD staff delegated to handle the fiscal responsibilities of the NWAEDD as the designated fiscal agent.
  - b. The administrator, for the NWWDB, shall monitor and oversee the performance of all other NWAEDD functions with respect to the Northwest Arkansas workforce centers

operations and actual service provision utilizing WIOA funds by the NWAEDD staff or through subcontracts.

- c. The NWWDB will, through the administrator, procure contracts or obtain written agreements, conduct financial monitoring of service providers, and ensure an independent audit is conducted of all employment and training programs as needed.

**5. Description of fiscal monitoring.**

- a. Fiscal monitoring will be conducted or independently conducted or independently contracted by the administrator in coordination with the NWWDB.
- b. The administrator will present results to the CEOs and the NWWDB.

**Article VI – General Provisions**

1. The NWAEDD shall purchase such insurance as is necessary to indemnify itself, the CEOs and NWWDB from any liability which may attach due to its acting as the fiscal agent/administrative entity.
2. The CEOs and WDB shall be responsible for deciding on a course of action or defense in the event of a misexpenditure or other loss related to funds received for purposes of implementing this Agreement.
3. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreement or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreement whether oral or written.
4. It is agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
5. Whenever any party desires to give notice to another party, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for who it is intended, at the place last specified and the place for giving such notice in compliance with the provision of this paragraph. The parties designated P.O. Box 190, Harrison, Arkansas 72601, as the place for providing notice under this Agreement.
6. The NWAEDD shall, in accordance with Arkansas and the local law, reimburse the CEOs and WDB members for travel and out-of-pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Such reimbursement shall be in accordance with federal, state and local WDB policies.
7. To the extent a dispute shall arise among the parties in connection with the Agreement, the parties shall first attempt an informal resolution, followed by mediation.
8. This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Arkansas.

9. In the event that any provision of the Agreement or the application of any such provision to any party or circumstance be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
10. Any waiver at the time by any party hereto if its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.
11. This Agreement shall be enforced in accordance with the laws of the State of Arkansas venue for any dispute involving court action shall be filed in Boone County, Arkansas.

IN WITNESS WHEREOF, on this day July 1, 2020, the parties hereto have made and executed this Agreement on this day.

\_\_\_\_\_  
John Dyess, Board Chair

\_\_\_\_\_  
Mayor Doug Sprouse, CEO Chair

\_\_\_\_\_  
Joe Willis, NWAEDD Executive Director

## One Stop Operator Report July 1, 2019 through June 30, 2020

### Title 1

#### Core 4 NWAEDD

(Services Include – In-School Youth, Out-of-School Youth, Adults and Dislocated Workers)

Location	4th Quarter Participants		Year to Date Participants	
	PY 19	PY 20	PY 19	PY 20
Fayetteville	62	41	99	74
Harrison	94	76	139	107
Mtn. Home	40	35	93	48
Rogers/Siloam Springs	70	56	102	92
<b>Total</b>	<b>266</b>	<b>208</b>	<b>433</b>	<b>321</b>

### Title 2

#### CORE 4 Adult Education Northwest District

(Services Include - English Language Learners, U.S. Civics preparation, Adult Basic and Secondary Education, Workplace Education, Family Literacy, Integrated Education and Training)

Location	4th Quarter Reportable Individuals		4th Quarter Participants		Year to Date Reportable Individuals		Year to Date Participants	
	PY 19	PY 20	PY 19	PY 20	PY 19	PY 20	PY 19	PY 20
Arkansas State University at Mountain Home	60	38	45	33	120	161	74	94
Fayetteville Public Schools	143	76	119	64	235	309	174	187
North Arkansas College	226	51	179	50	448	377	318	260
Northwest Arkansas Community College	283	256	136	96	1,602	1,571	1,123	889
Northwest Technical Institute	639	191	524	172	1,610	1,373	996	861
Ozark Literacy Council	186	75	87	27	372	302	109	77
<b>Total</b>	<b>1537</b>	<b>687</b>	<b>1,090</b>	<b>442</b>	<b>4,387</b>	<b>4,093</b>	<b>2,794</b>	<b>2,368</b>

### Title 3

#### Core 4 Department of Workforce Services

(Services Include - Job Service, TANF Clients, Unemployment Insurance)

Location	4th Quarter Customers		Year to Date Customers	
	PY 19	PY 20	PY 19	PY 20
Fayetteville	3,354	5,778	13,335	16,749
Harrison	1,875	4,685	7,359	11,535
Mtn. Home	1,226	3,416	6,064	7,655
Rogers	2,806	7,236	11,767	17,100
Siloam Springs	510	N/A	3,170	1,263
<b>Total</b>	<b>9,771</b>	<b>21,115</b>	<b>41,695</b>	<b>54,302</b>

**Title 4**

**Core 4 Arkansas Rehabilitation Services Northwest**

DISTRICT 1 – (Services Include - Case Review, Career & Technical Training and Education, transition from school to work or postsecondary education, on-the-job training, ancillary support services, and employee performance issues because of a disability in the workplace)

LOCATION	4th Quarter Applicants		4th Quarter # Closed		Year to Date Applicants		Year to Date # Closed		Current Active Clients Served	
	PY 19	PY 20	PY 19	PY 20	PY 19	PY 20	PY 19	PY 20	PY 19	PY 20
<b>Fayetteville</b>	225	68	108	80	773	647	463	403	1,946	1,341
<b>Harrison</b>	18	5	23	17	126	72	82	60	286	184
<b>Total</b>	<b>243</b>	<b>73</b>	<b>131</b>	<b>97</b>	<b>899</b>	<b>719</b>	<b>545</b>	<b>463</b>	<b>2,232</b>	<b>1,525</b>

**Title 4**

**Core 4 Services for the Blind**

DISTRICT 1 – (Services Include - Case Review, Career & Technical Training and Education, transition from school to work or postsecondary, on-the-job training, ancillary support services, employee performance issues because of a disability in the workplace)

LOCATION	4th Quarter Referrals		Year to Date Total Referrals		Year to Date Total Served	
	PY 19	PY 20	PY 19	PY 20	PY 19	PY 20
<b>Benton County</b>	14	11	30	37	77	79
<b>Baxter, Boone, Carroll, Madison, Marion, Newton, and Searcy Counties</b>	12	7	49	36	65	43
<b>Washington County</b>	4	12	29	40	90	84
<b>Total</b>	<b>30</b>	<b>30</b>	<b>108</b>	<b>113</b>	<b>232</b>	<b>206</b>

**Meetings/Webinars**

Thomas P. Miller & Associates (TPMA) offered a webinar on Work-Based Learning; Real Life, Real Experiences on June 3, 2020 at 9:30 am.

Employers Growing Talent Through Apprenticeship virtual meeting was held on June 9, 2020 at 3:30 pm.

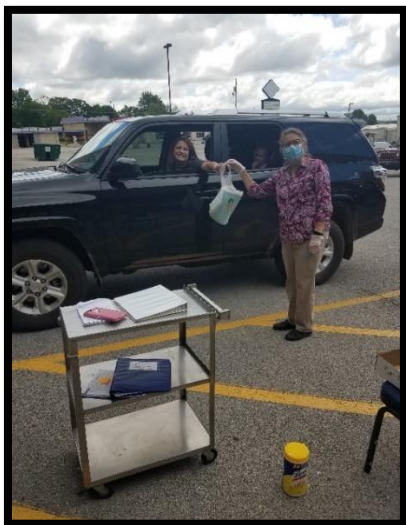
## Arkansas Unemployment History

<b>Date</b>	<b>National Unemployment Rate</b>	<b>Arkansas Unemployment Rate</b>	<b>Arkansas Unemployed</b>
July 2020	10.2%	—	—
June 2020	11.1%	8.0%	105,338
May 2020	13.3%	9.6%	129,260
April 2020	14.7%	10.8%	140,898
March 2020	4.4%	5.0%	69,728

**North Arkansas Adult Education Program -  
Creative Teaching**



Northark Adult Education Lead GED Instructor Julie Garret had a Math class for her GED students in the Northark South Campus Parking lot.

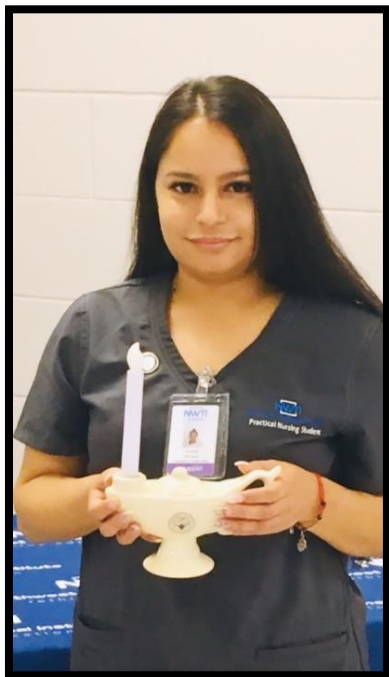


**Northark GED Instructor Nancy Wood at the Carroll County Center in Berryville provided drive thru instruction.**

The student in the attached pictures received reading language arts (RLA) instruction and additional books and material to continue working on from home. Nancy has great attendance for these drive thru classes. She takes all the necessary precautions and schedules her students with plenty of time in between sessions. Nancy said that one week the students were so excited for this opportunity, they were waiting in line in their cars for their turn.

## Success Story by Carole Shaver, Rogers Career Advisor

Lourdes Murguia was referred to the Workforce Center in Rogers by Northeast Tech in Kansas, OK. She had a CNA and a dream to become an LPN. Lourdes was 24 with 2 children, working as a CNA. She made too much for SNAP, but not enough to be self-sufficient.



Lourdes was enrolled as an Out-of-School Youth. She needed 2 classes for eligibility for the LPN program at Northeast Tech. WIOA provided tuition assistance and supportive services. Taking the TABE 11 /12 was a requirement for the LPN application. Lourdes had to make the 10<sup>th</sup> grade level or higher to be eligible. Math was her nemesis. She went to NWACC Adult Ed. in Siloam Springs, practiced, and took the test the 5<sup>th</sup> time. Success! During all this, Lourdes decided to cast a larger net and applied at Northwest Technical Institute (NWTI) in Springdale for the LPN program. Lourdes was not chosen for the LPN program at Northeast Tech; but was for NWTI. She started the LPN program January 19, 2019. She struggled the first semester with learning how to study and family illness. Lourdes conquered both!

June 11, 2020 should have been a celebration for Lourdes & her family, NCLEX been taken or scheduled, and new job as an LPN. However, the pinning ceremony was held without family and friends, NCLEX assessments are taking longer to schedule, and Lourdes' new career on hold until she can take the NCLEX. Covid-19 didn't beat Lourdes either. She is upbeat and positive. She looks toward the future and raising her children in a better environment. She took ownership of the opportunity and ran with it, taking charge of her own destiny.

## Expenditure Report 1/1/2020 to 6/30/2020

	<b>Budget</b>	<b>Expenditures</b>	<b>Balance</b>	<b>%</b>
Personnel Services/Salary	\$20,016.00	\$7,669.10	\$12,346.90	38%
Fringe Benefits	3,400.00	3,163.21	236.79	93%
Travel	1,400.00	302.28	1,097.72	22%
Training & Education	280.00		280.00	0%
Telephone/Internet/Fax/Postage	414.00	226.14	187.86	55%
Printing/Reproduction	140.00		140.00	0%
Materials & Supplies	140.00	41.02	98.98	29%
Membership/Subscriptions/Professional Services	100.00	8.34	91.66	8%
Maintenance/Repairs	1,000.00		1,000.00	0%
<b>Total</b>	<b>\$26,890.00</b>	<b>\$11,410.09</b>	<b>\$15,479.91</b>	<b>42%</b>



**NORTHWEST ARKANSAS LOCAL WORKFORCE DEVELOPMENT BOARD**  
**Minutes of Meeting June 3, 2020**

A meeting of the Northwest Arkansas Workforce Development Board (LWDB) was held Wednesday, June 3, 2020, via conference call.

Board members present on the call were:

MR. BEN ALDAMA, NWACC ADULT ED.  
MS. SARAH BROZYNSKI, BAXTER REGIONAL MEDICAL CENTER  
MS. CHERYL DAVENPORT, ADVANCED MARINE PERFORMANCE  
MR. JOHN DYESS, ALTRONIC RESEARCH, INC.  
MR. KEVIN ESTES, DHS SERVICES FOR THE BLIND  
MR. WALTER HINOJOSA, NWA LABOR COUNCIL  
MS. AMY JONES, ARKANSAS REHABILITATION SERVICES  
MS. JANA KINDALL, AR DIVISION OF WORKFORCE SERVICES  
MR. BOB LARGENT, HARRISON REGIONAL CHAMBER OF COMMERCE  
MR. ROSS PARKER, PARKER FARMS AND RENTALS  
MS. BILLIE REED, NAPHE  
MR. KELLEY SHARP, UNIVERSITY OF ARKANSAS FAYETTEVILLE  
MR. RICKY TOMPKINS, NWACC

Board members not present, but represented by proxy were:

MR. BO PHILLIPS, COX-RAPID SCALE, HARRISON – proxy Ross Parker

Board members absent and excused were:

MR. EDDIE BARTLETT, THORPE PLANT SERVICES  
MR. DAVID BELL, DAVID BELL, LLC.  
MR. STEVE CLARK, FAYETTEVILLE CHAMBER OF COMMERCE  
MR. CLINT MORRIS, LOCAL 155 PLUMBERS AND PIPEFITTERS  
MS. ERIN POE, TEC STAFFING

Others present were:

Ms. Susan Sangren, NWAEDD  
Ms. Patty Methvin, NWAEDD  
Ms. Karen Henry, NWAEDD  
Mr. Joe Willis, NWAEDD  
Mr. James Moss, NWAEDD  
Ms. Beverly Taylor, NWAEDD  
Dr. Megan Bolinder, NWACC  
Ms. Donna Braymer, Harrison Daily Times  
Ms. Cherrie Conner, Adult Education North Arkansas College  
Mr. Robbie Cornelius, Fayetteville Adult Education  
Ms. Teri Garrett, Congressman Womack  
Ms. Mary Beth Hatch, North Arkansas College  
Dr. Rick Massengale, North Arkansas College  
Mr. Nicholas Ryburn, Adult Education  
Ms. Melissa Bray, North Arkansas College

The meeting was called to order at 11:00 a.m. by CHAIR JOHN DYESS. CHAIR DYESS addressed the need for the conference call type meeting due to the on-going concern from COVID-19. Roll call of the members present on the call was conducted by MS. PATTY METHVIN. MS. METHVIN confirmed to CHAIR DYESS that a quorum was present on the call.

MS. PATTY METHVIN gave the quarterly staff report. She briefly explained the changes in the work schedules for employees since the last board meeting. MS. METHVIN thanked MR. JOE WILLIS AND MR. JEREMY RAGLAND for their leadership in continuing to serve clients and keep all employees safe. MS. METHVIN informed the board about the funding that was received to serve dislocated workers (laid off due to COVID-19) and how North Arkansas College and NWAEDD had worked together to create on-line classes. She also credited MR. BOB LARGENT for his help in reaching out to industry in this area. MS. METHVIN shared with the board the progress on the Apprenticeship grants. UA Global is the provider for the IT pre-apprenticeship program and high school graduates with an interest in IT are being targeted for this program. An update on the Turf Management Apprenticeship grant was presented to the board along with the Rural Community Grant through ASU-Mountain Home which will provide training for current and future employees for the boat manufactures in the area. She praised all the training providers in this area for their excellent cooperation and added that a potential of 434 apprentices will be served. MS. METHVIN informed the board that the monitoring scheduled for April 6-10 was completed by staff uploading all required documents. There were only a few minor problems found and all have been corrected. The National Dislocated Worker Grant was applied for and has been received. MS. METHVIN reported that she had reached out to all nine Chamber of Commerce's in the district and supplied them with information about the programs that are available. MR. STEVE CLARK had contacted MS. METHVIN to inform her about the Robotics Training Center located in their office. The Career Advisors in that area will be touring the facility soon. MS. METHVIN discussed performance negotiations with DWS and reported that our programs need to reach out and serve more "hard to serve" participants.

CHAIR DYESS addressed the agenda items that the executive committee had approved and asked for the board to ratify the committee's actions. Due to this being a conference call MS. METHVIN called role of the board for each vote, all were passed.

Agenda Item #1 - Updated Workforce Budget  
Motion - MR. BOB LARGENT  
Second - MR. RICKY TOMPKINS  
Motion passed.

Agenda Item #2 - Executive Committee Report

- Changes to the Supportive Service Policy, Motion by MR. ROSS PARKER, Second by MR. BOB LARGENT.
- Supportive Services Procedure, Motion by MR. BEN ALDAMA, Second by MR. BOB LARGENT.
- One Stop Operator Procurement Task Force Consultant, Motion by MS. BILLIE REED, Second by MR. ROSS PARKER. Motion passed.

Agenda Item #3 - By-Law Revisions. MS. METHVIN went over the by-law revisions that were required by the State. Required changes included clarification of the nomination process and defining

termination for “good cause”.

Motion to approve with corrections – MR. RICKY TOMPKINS

Second – MR. BEN ALDAMA Motion passed.

Agenda Item #4 – One Stop Operator Monitoring Task Force Committee. The OSO Monitoring Task Force Committee report was given by MS. BILLIE REED. MS. REED reviewed the process for procuring an OSO monitor. One bid was received from Ms. Lorrie Romero, MPA with a bid of \$4,985.00. The Task Force approved the bid. A motion was made to ratify the decision of the Task Force to hire Ms. Lorrie Romero as the OSO monitor.

Motion – MR. WALTER HINOJOSA

Second – MR. BOB LARGENT

Motion passed.

Agenda Item #5 – Infrastructure Funding Agreement Modification 4. MS. SUSAN SANGREN presented the updated Infrastructure Funding Agreement which included the addition of Services for the Blind in our Harrison office.

Motion – MR. ROSS PARKER

Second – MR. BOB LARGENT

Motion passed.

Agenda Item #6 – One Stop Operator Report. MS. SANGREN presented the One Stop Operator report.

Motion – MS. SARAH BROZYNSKY

Second – MR. KELLEY SHARP

Motion passed.

Agenda Item #7 – Consent Agenda and Eligible Training Provider

Motion – MR. ROSS PARKER

Second – MR. WALTER HINOJOSA

Motion passed.

Motion to adjourn was made by MR. SHARP and seconded by MR. LARGENT. Motion passed, and the meeting adjourned at 1:10 p.m.

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John Dyess, Chair

**Aha! Interpreting Solutions LLC - Bentonville**

Google Classroom - Basic	13.0501	Certificate of Proficiency	7/15/2020 12:23:51 PM	7/20/2020 to 7/19/2021
General Labor English - Level 2	13.1401	Certificate of Proficiency	7/15/2020 11:52:18 AM	7/20/2020 to 7/19/2021
General Labor - English Level 1	13.1401	Certificate of Proficiency	7/15/2020 11:49:00 AM	7/20/2020 to 7/19/2021
Corporate Spanish - Level 2	52.0501	Certificate of Proficiency	7/15/2020 11:37:51 AM	7/20/2020 to 7/19/2021
Corporate Spanish - Level 1	52.0501	Certificate of Proficiency	7/15/2020 11:33:43 AM	7/20/2020 to 7/19/2021
Writing for Bilinguals	23.1301	Adult Education	5/27/2020 1:06:38 PM	5/29/2020 to 5/28/2021
Interpersonal Business Management	52.0201	Certificate of Proficiency	5/27/2020 1:04:41 PM	5/29/2020 to 5/28/2021
Business Communication	13.0201	Non Credit	5/27/2020 11:51:24 AM	5/29/2020 to 5/28/2021

**Arkansas State University-Mountain Home - Mountain Home**

AAS Business Administration Accounting/Finance	52.0301	Associate Degree	8/20/2020 3:58:25 PM	8/20/2020 to 8/19/2021
Accounting/Finance	52.0301	Technical Certificate	8/20/2020 3:57:36 PM	8/20/2020 to 8/19/2021

**Arkansas State University-Mountain Home - Mountain Home**

Licensed Practical Nurse	51.3901	Technical Certificate	8/7/2020 4:16:28 PM	8/10/2020 to 8/9/2021
General Business	52.0201	Technical Certificate	8/5/2020 3:52:25 PM	8/6/2020 to 8/5/2021
Graphic Design	50.0409	Certificate of Proficiency	8/5/2020 3:51:18 PM	8/6/2020 to 8/5/2021
Certified Nursing Assistant (CNA)	51.3902	Credit Hour	6/11/2020 1:27:16 PM	6/22/2020 to 6/21/2021

**Clement Truck Driving Academy - Lebanon**

Professional Truck Driver Training	49.0205	Certificate of Proficiency	7/29/2020 7:52:38 AM	7/29/2020 to 7/28/2021
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**Crowder College - Neosho**

Occupational Therapy Assistant	51.0803	Associate Degree	8/3/2020 10:46:44 AM	8/10/2020 to 8/9/2021
Associate of Science - Nursing	51.3801	Associate Degree	7/27/2020 11:56:47 AM	7/27/2020 to 7/26/2021
Associate of Science - Nursing	51.3801	Associate Degree	6/15/2020 3:44:12 PM	7/27/2020 to 7/26/2021

**Indian Capital Technology Center-Stilwell Campus - Stilwell**

Licensed Practical Nursing	51.3901	Industry Recognized Certification	8/4/2020 11:12:53 AM	8/10/2020 to 8/9/2021
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**Indian Capital Technology Center-Tahlequah Campus - Tahlequah**

Licensed Practical Nurse	51.3901	Industry Recognized Certification	8/4/2020 10:34:17 AM	8/10/2020 to 8/9/2021
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**Mid-America Truck Driving School, Inc - Springdale**

Truck & Bus Driver/Commercial Vehicle Operator & Instructor	49.0205	Industry Recognized Certification	7/8/2020 12:33:39 PM	7/10/2020 to 7/9/2021
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**North Arkansas College (South Campus and North Campus) - Harrison**

MSSC Certified Production Technician (CPT)	15.0699	Industry Recognized Certification	8/5/2020 7:38:40 AM	8/6/2020 to 8/5/2021
Electronics Technology	15.0303	Technical Certificate	8/3/2020 12:24:33 PM	8/6/2020 to 8/5/2021
Automation and Systems Integration (emphasis Manufacturing Technology)	15.0303	Associate Degree	8/3/2020 12:23:48 PM	8/6/2020 to 8/5/2021
Automation and Systems Integration (emphasis Electronics Technology)	15.0303	Associate Degree	8/3/2020 12:22:54 PM	8/6/2020 to 8/5/2021
Nursing-LPN to RN Track	51.3801	Associate Degree	6/9/2020 10:23:27 AM	6/9/2020 to 6/8/2021
Paramedic(EMT)	51.0904	Technical Certificate	6/9/2020 10:21:44 AM	6/9/2020 to 6/8/2021
Phlebotomy Technician	51.1009	Certificate of Proficiency	6/9/2020 10:18:25 AM	6/9/2020 to 6/8/2021
Surgical Technology	51.0909	Technical Certificate	6/9/2020 8:44:44 AM	6/9/2020 to 6/8/2021
Surgical Technology	51.0909	Associate Degree	6/9/2020 8:42:40 AM	6/9/2020 to 6/8/2021

**North Arkansas College (South Campus and North Campus) - Harrison**

Radiologic Technology	51.0907	Associate Degree	6/9/2020 8:39:33 AM	6/9/2020 to 6/8/2021
Practical Nursing (PN)	51.3901	Technical Certificate	6/9/2020 8:36:33 AM	6/9/2020 to 6/8/2021
Paramedic(EMT)	51.0904	Associate Degree	6/9/2020 8:29:17 AM	6/9/2020 to 6/8/2021
Nursing-RN	51.3801	Associate Degree	6/9/2020 8:26:14 AM	6/9/2020 to 6/8/2021
Nursing Assistant	51.3902	Certificate of Proficiency	6/9/2020 8:20:21 AM	6/9/2020 to 6/8/2021
Medical Laboratory Technology	51.1004	Associate Degree	6/9/2020 8:18:14 AM	6/9/2020 to 6/8/2021
Medical Assistant	51.0801	Technical Certificate	6/9/2020 8:16:11 AM	6/9/2020 to 6/8/2021
Clinical Medical Assistant	51.0802	Certificate of Proficiency	6/9/2020 8:10:57 AM	6/9/2020 to 6/8/2021
Administrative Medical Assistant	51.0710	Certificate of Proficiency	6/9/2020 8:04:07 AM	6/9/2020 to 6/8/2021

**Northeast Technology Centers - Kansas**

Automotive Service Technician	47.0604	Certificate of Proficiency	7/14/2020 9:23:30 AM	7/20/2020 to 7/19/2021
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**Northeast Technology Centers - Kansas**

Industrial Metal Fabricator	48.0511	Certificate of Proficiency	7/14/2020 9:22:47 AM	7/20/2020 to 7/19/2021
Multi Process Pipe Welder	48.0508	Certificate of Proficiency	7/14/2020 9:21:54 AM	7/20/2020 to 7/19/2021
Motion Graphics Artist	10.0304	Certificate of Proficiency	7/14/2020 9:19:15 AM	7/20/2020 to 7/19/2021
Interactive Media Specialist	10.0304	Certificate of Proficiency	7/14/2020 9:17:53 AM	7/20/2020 to 7/19/2021
Graphic Design Specialist	10.0305	Certificate of Proficiency	7/14/2020 9:15:34 AM	7/20/2020 to 7/19/2021
Desktop Publishing/Graphic Designer	10.0305	Certificate of Proficiency	7/14/2020 9:14:41 AM	7/20/2020 to 7/19/2021
Master Instructor	12.0413	Certificate of Proficiency	7/14/2020 9:13:33 AM	7/20/2020 to 7/19/2021
Practical Nursing	51.3901	Certificate of Proficiency	7/14/2020 9:10:15 AM	7/20/2020 to 7/19/2021
Nursing Assistant/CNA	51.2602	Certificate of Proficiency	7/14/2020 9:09:21 AM	7/20/2020 to 7/19/2021
CNA	51.2602	Adult Education	7/14/2020 9:03:37 AM	7/20/2020 to 7/19/2021

**Northeast Technology Centers - Kansas**

Clinical Lab Asst./Phlebotomist	51.0802	Certificate of Proficiency	7/14/2020 9:02:36 AM	7/20/2020 to 7/19/2021
Pharmacy Technician	51.0805	Certificate of Proficiency	7/14/2020 9:01:48 AM	7/20/2020 to 7/19/2021
Office Information Specialist	52.0411	Certificate of Proficiency	7/14/2020 9:00:12 AM	7/20/2020 to 7/19/2021
Administrative Assistant	52.0401	Certificate of Proficiency	7/14/2020 8:59:20 AM	7/20/2020 to 7/19/2021
Medical Office Assistant	51.0710	Certificate of Proficiency	7/14/2020 8:58:36 AM	7/20/2020 to 7/19/2021
Electrical Technician in Construction	46.0302	Certificate of Proficiency	7/14/2020 8:57:48 AM	7/20/2020 to 7/19/2021
Electrical Technician in Construction, Industry & Mfg	46.0302	Certificate of Proficiency	7/14/2020 8:56:48 AM	7/20/2020 to 7/19/2021
Electrical Technician in Industry and Manufacturing	46.0302	Certificate of Proficiency	7/14/2020 8:55:22 AM	7/20/2020 to 7/19/2021

**Northwest Arkansas Community College - Bentonville**

OSHA 10 General Industry Training	46.0415	Non Credit	8/25/2020 9:33:11 PM	8/26/2020 to 8/25/2021
OSHA 10 Construction Industry Training	46.0415	Non Credit	8/25/2020 9:31:29 PM	8/26/2020 to 8/25/2021

**Northwest Arkansas Community College - Bentonville**

OSHA 30 General Industry Training	46.0415	Non Credit	8/25/2020 9:29:57 PM	8/26/2020 to 8/25/2021
OSHA 30 Construction Industry Training	46.0415	Non Credit	8/25/2020 9:28:12 PM	8/26/2020 to 8/25/2021
Freight Broker Agent Training	52.0203	Certificate of Proficiency	8/10/2020 9:12:25 AM	8/10/2020 to 8/9/2021
AWS Architect Training	11.1001	Non Credit Certificate Program	8/10/2020 8:54:49 AM	8/10/2020 to 8/9/2021
AWS Cloud Foundations	11.1001	Non Credit Certificate Program	8/10/2020 8:52:41 AM	8/10/2020 to 8/9/2021
Pharmacy Technician	51.0805	Industry Recognized Certification	6/4/2020 11:23:45 AM	6/8/2020 to 6/7/2021
Physical Therapist Assistant	51.0806	Associate Degree	6/3/2020 11:33:49 AM	6/8/2020 to 6/7/2021
Paramedic-Associate	51.0904	Associate Degree	6/3/2020 11:32:56 AM	6/8/2020 to 6/7/2021
Paralegal Studies	22.0302	Associate Degree	6/3/2020 11:32:07 AM	6/8/2020 to 6/7/2021
Nursing	51.3801	Associate Degree	6/3/2020 11:31:16 AM	6/8/2020 to 6/7/2021

**Northwest Arkansas Community College - Bentonville**

Electronics Technology	15.0303	Associate Degree	6/3/2020 11:16:45 AM	6/8/2020 to 6/7/2021
Criminal Justice	43.0104	Associate Degree	6/3/2020 11:13:54 AM	6/8/2020 to 6/7/2021
Construction Technology	15.1001	Associate Degree	6/3/2020 11:11:47 AM	6/8/2020 to 6/7/2021
Computer Information Systems	11.0101	Associate Degree	6/3/2020 11:10:56 AM	6/8/2020 to 6/7/2021
CAD - Architectural Design	15.1301	Associate Degree	6/3/2020 11:09:59 AM	6/8/2020 to 6/7/2021
Business Management Accounting Option	52.0201	Associate Degree	6/3/2020 11:09:11 AM	6/8/2020 to 6/7/2021
Business Management - Retail	52.0201	Associate Degree	6/3/2020 11:08:23 AM	6/8/2020 to 6/7/2021
Business Management - Logistics Management	52.0201	Associate Degree	6/3/2020 11:07:18 AM	6/8/2020 to 6/7/2021
Business Management - Banking and Finance	52.0201	Associate Degree	6/3/2020 11:06:21 AM	6/8/2020 to 6/7/2021
Agriculture, Food and Life Science	01.0104	Associate Degree	6/3/2020 11:04:30 AM	6/8/2020 to 6/7/2021

**Northwest Arkansas Community College - Bentonville**

Electronics Technology	15.0303	Associate Degree	6/3/2020 11:16:45 AM	6/8/2020 to 6/7/2021
Criminal Justice	43.0104	Associate Degree	6/3/2020 11:13:54 AM	6/8/2020 to 6/7/2021
Construction Technology	15.1001	Associate Degree	6/3/2020 11:11:47 AM	6/8/2020 to 6/7/2021
Computer Information Systems	11.0101	Associate Degree	6/3/2020 11:10:56 AM	6/8/2020 to 6/7/2021
CAD - Architectural Design	15.1301	Associate Degree	6/3/2020 11:09:59 AM	6/8/2020 to 6/7/2021
Business Management Accounting Option	52.0201	Associate Degree	6/3/2020 11:09:11 AM	6/8/2020 to 6/7/2021
Business Management - Retail	52.0201	Associate Degree	6/3/2020 11:08:23 AM	6/8/2020 to 6/7/2021
Business Management - Logistics Management	52.0201	Associate Degree	6/3/2020 11:07:18 AM	6/8/2020 to 6/7/2021
Business Management - Banking and Finance	52.0201	Associate Degree	6/3/2020 11:06:21 AM	6/8/2020 to 6/7/2021
Agriculture, Food and Life Science	01.0104	Associate Degree	6/3/2020 11:04:30 AM	6/8/2020 to 6/7/2021

**Northwest Technical Institute - Springdale**

Surgical Technology	51.0909	Technical Certificate	7/17/2020 9:43:48 AM	7/20/2020 to 7/19/2021
Practical Nursing	51.3901	Technical Certificate	7/17/2020 9:40:14 AM	7/20/2020 to 7/19/2021
Phlebotomy	51.1009	Certificate of Proficiency	7/17/2020 9:39:17 AM	7/20/2020 to 7/19/2021
Network/Computer Technician	11.0101	Certificate of Proficiency	7/17/2020 9:36:57 AM	7/20/2020 to 7/19/2021
Medium Heavy Truck Technology	47.0605	Technical Certificate	7/17/2020 9:28:32 AM	7/20/2020 to 7/19/2021
Information Systems	11.0101	Technical Certificate	7/17/2020 9:27:35 AM	7/20/2020 to 7/19/2021
HVAC	47.0201	Certificate of Proficiency	7/17/2020 9:26:35 AM	7/20/2020 to 7/19/2021
Industrial Maintenance Technology	47.0303	Technical Certificate	7/17/2020 9:25:38 AM	7/20/2020 to 7/19/2021
Electronics Technology	15.0303	Technical Certificate	7/17/2020 9:23:57 AM	7/20/2020 to 7/19/2021
Certified Nursing Assistant	51.3902	Certificate of Proficiency	7/17/2020 9:22:29 AM	7/20/2020 to 7/19/2021

**Northwest Technical Institute - Springdale**

Automotive Service Technology	47.0604	Technical Certificate	7/17/2020 9:18:45 AM	7/20/2020 to 7/19/2021
Apprenticeship Welding	48.0508	Certificate of Proficiency	7/17/2020 9:17:36 AM	7/20/2020 to 7/19/2021
Ammonia Refrigeration Maintenance Technology	15.0501	Technical Certificate	7/17/2020 9:14:28 AM	7/20/2020 to 7/19/2021

**Southeast Arkansas College - Pine Bluff**

Early Child Development	19.0709	Associate Degree	7/2/2020 2:54:25 PM	7/6/2020 to 7/5/2021
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**TriState Career Center - Arkoma**

Class A CDL Training (With Housing)	49.0205	Technical Certificate	7/16/2020 10:01:11 AM	7/20/2020 to 7/19/2021
Class A CDL Training (No Housing)	49.0205	Technical Certificate	7/16/2020 9:57:04 AM	7/20/2020 to 7/19/2021

**University of Arkansas Global Campus Rogers - Rogers**

Microsoft Excel 2019/Office 365 Series	11.0301	Certificate of Proficiency	7/20/2020 2:19:10 PM	7/20/2020 to 7/19/2021
Creating Web Pages	11.0201	Certificate of Proficiency	7/20/2020 2:10:23 PM	7/20/2020 to 7/19/2021
Back-End Web Development	11.0201	Certificate of Proficiency	6/24/2020 11:19:38 AM	7/6/2020 to 7/5/2021
CompTIA Project+ with Exam Voucher Included	11.1005	Industry Recognized Certification	6/12/2020 12:31:02 PM	7/6/2020 to 7/5/2021

**University of Arkansas Global Campus Rogers - Rogers**

CompTIA Network+ Certification Training Suite with Exam Voucher Included	11.0901	Industry Recognized Certification	6/12/2020 12:25:14 PM	7/6/2020 to 7/5/2021
CompTIA Network+ Certification Training Suite	11.0901	Certificate of Proficiency	6/12/2020 12:23:50 PM	7/6/2020 to 7/5/2021
Clinical Nurse Aide	51.3901	Certificate of Proficiency	6/12/2020 11:21:10 AM	7/6/2020 to 7/5/2021
Certified Information Security Manager (CISM)	11.1003	Certificate of Proficiency	6/12/2020 10:53:32 AM	7/6/2020 to 7/5/2021