

North Central Arkansas Workforce Investment Board

Memorandum of Understanding

Introduction

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

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through comprehensive workforce centers located in Batesville and Searcy, and the Center's affiliates located in Salem, Melbourne, Newport, Ash Flat, Mountain View, ASU-Beebe and Clinton. Cleburne County is consolidated with Mountain View; Woodruff County is consolidated with Searcy.

Vision Statement

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

Management and Structure

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

Partners will retain responsibility for reporting and monitoring of their respective programs. In addition, any tracking request by the One-stop Operator will be done as required by the law.

Parties to this agreement will work under the direction of the center manager for all non-programmatic issues.

Duration

This Memorandum of Understanding shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law, or in accordance with this section.

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

The withdrawal of a partner shall not affect the cost to the remaining partners.

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

Notice shall be provided to all partners.

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

Any partner may request modification of its terms.

Ratification of the request by all other partners will constitute the modification in question.

Confidentiality

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

Nondiscrimination and Equal Opportunity Provisions

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

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

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

Cost Allocation Plan

Shared Funding of Services

This MOU will not change with the quarterly review and/or adjustments reflected by the Cost Allocation.

A partner can only pay for costs that are allocable to that partner's fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located at the Arkansas Workforce Center. For common area computation, WIA Title 1 may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker and Youth programs.

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

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

Although the North Central Workforce Center System is designed to be a seamless service delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each partner bears its fair share of the costs of maintaining the Centers.

Common Space, which is available for use by all partners, includes a conference room; break room, reception area, storage and restrooms, computer-resource lab, and testing room.

Dedicated Space is space intended for the use of one partner only.

Indemnification

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

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce System partners of this signed MOU will conduct referral for services in the following manner. Common intake will be used to determine the customer's needs. This will allow staff to make the appropriate referral. The following process will be used for all customers referred for services.

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

Arkansas Workforce Center Performance Criteria

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

All partner agencies can expect:

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

All job seekers or those seeking employment enhancement can expect:

- ◆ Prompt and courteous service from the staff.
- ◆ The services designed to assist customers in achieving their educational and/or job placement goals.
- ◆ Access to job listings, which includes job description, salary, location, and required experience/education.
- ◆ Unbiased and/or non-discriminatory pre-screening practices.

- ◆ Courteous service from staff representatives.

Employer customers can expect:

- ◆ Ability to post their job openings either openly for access by any job seeker or in a masked format so that potential applicants are screened.
- ◆ Courteous service from staff representatives.
- ◆ Access to job applicants, either screened by the Workforce center or self-referred.

All employees can expect:

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

All partners will:

- ◆ Deliver high quality services through the Workforce Centers.
- ◆ Make a positive attempt to place customers in jobs with family sustaining wages.
- ◆ Make a positive attempt to place customers in jobs for a minimum of 180 days.

Governance of the Workforce_Delivery System

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

In accordance with WIA Section 121(d), the agreement between the Local Board and the One- Stop Operator shall specify the operator's role. That role may range between simply coordinating service providers within the centers, to being the primary provider of services within the centers, to coordinating activities throughout the local workforce system.

Each partner in the Workforce delivery system agrees to abide by the Federal and State laws and regulations that apply to their individual programs.

Confidential Personal Information Release

I hereby authorize the Arkansas Workforce Center to use and exchange all pertinent personal information with all Workforce Center partners as necessary to better serve my needs.

I understand that all exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the Workforce Center Partners collecting, receiving, or sharing information.

Printed name

Signature

Date

Witness

Date

All partners/programs are expected to participate in the workforce center to the extent allowed by law. For example, the North Central Workforce System recognizes that Arkansas Rehabilitation Services, Division of Services to the Blind, and the LVER/DVOP Veterans representatives, are restricted by specific federal law to work activities associated with these three programs. The following are the services that will be delivered through the Workforce Center, along with those agencies responsible for delivering the services and the various funding sources that each will bring to the operation:

Core Services	Agencies	Funding Sources
Intake	DWS DHS Voc Rehab TEA Experience Works ADE/Lit	WIA Title I, Subtitle B WIA Title III, Subtitle A, Wagner-Peyser Subtitle B Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title II
One-Stop Services Orientation	Voc Rehab Experience Works WIA	WIA Title I, Subtitle B WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V
Assessment	UACCB ASU Beebe ASU Searcy ASU Newport Ozarka College Job Corps Voc Rehab TEA Experience Works ADE/Lit WIA	WIA Title I, Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title II
Job Search, Placement Assistance, Career Counseling	DWS Job Corps Voc Rehab TEA Experience Works UACCB ASU Beebe ASU Searcy ASU Newport Ozarka College ADE/Lit	WIA Title I, Subtitle B WIA Title III, Subtitle A, Wagner-Peyser Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title II
Labor Market Information	DWS Job Corps Voc Rehab WIA	WIA Title II, Subtitle A, Wagner-Peyser Subtitle B WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act WIA Title I, Subtitle B

Core Services	Agencies	Funding Sources
Local Area Performance and One-Stop Delivery System Information	WIA	WIA Title I, Subtitle B
Local Area Supportive Services Information & Referral	DWS WIA DHS Voc Rehab TEA Experience Works CVSO	WIA Title I, Subtitle B WIA Title III, Subtitle A, Wagner-Peyser Subtitle B Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title I, Subtitle D (County Veteran Serv. Officer)
Filing UI Claims Information	DWS	WIA Title III, Subtitle A, Wagner-Peyser Subtitle B
Establishing Eligibility Financial, Training and Education, Other than WIA	Job Corps DHS Voc Rehab TEA	WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services)
Follow-up Title I Individuals Unsubsidized Employment	ADE/Lit Job Corps DHS WIA	WIA Title II WIA Title I, Subtitle B WIA Title I, Subtitle C (Job Corps) Department of Human Services
Eligibility Determination Title I of WIA	Job Corps WIA	WIA Title I, Subtitle B WIA Title I, Subtitle C (Job Corps)
Resource Room Usage	Job Corps Experience Works DWS WIA	WIA Title I, Subtitle B WIA Title I, Subtitle C (Job Corps) Older Americans Act of 1965 Title V Wagner-Peyser Subtitle B
Job Referrals	DWS Job Corps DHS Voc Rehab Experience Works WIA ADE/Lit	WIA Title III, Subtitle A, Wagner-Peyser Subtitle B WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V WIA Title I, Subtitle B
Job Screening	DWS WIA	WIA Title III, Subtitle A, Wagner-Peyser Subtitle B WIA Title I, Subtitle B
Job Clubs	Experience Works Job Corps	Older Americans Act of 1965 Title V WIA Title I, Subtitle C (Job Corps)
Internet Browsing Job, Information & Training Searches	DWS Job Corps Voc Rehab WIA ADE/Lit	WIA Title I, Subtitle B WIA Title III, Subtitle A, Wagner-Peyser Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act

Core Services	Agencies	Funding Sources
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For Employees	Agencies	Funding Sources
Labor Market Information	DWS WIA Job Corps Voc Rehab	WIA Title III, Subtitle A, Wagner-Peyser Subtitle B WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act WIA Title I, Subtitle B
Training Program Information	WIA Job Corps DHS Voc Rehab TEA Experience Works ADE/Lit	WIA Title I, Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title II

For Employers	Agencies	Funding Sources
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Skills Assessment	Job Corps DHS Voc Rehab TEA Experience Works ADE/Lit WIA	WIA Title I, Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V Welfare Reform Act (Dept. of Human Services)
Screened Referrals	DWS Job Corps Voc Rehab Experience Works WIA	WIA Title III, Subtitle A, Wagner-Peyser Subtitle B WIA Title I, Subtitle B WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V
WOTC & WtW Tax Credits	DWS DHS Voc Rehab	WIA Title III, Subtitle A, Wagner-Peyser Subtitle B Department of Human Services WIA Title IV Rehabilitation Act
Access to Economic Development Information	Administrative Entity/WIB	WIA Title I, Subtitle B
Labor Law Information	DWS ASU Beebe ASU Searcy ASU Newport Ozarka College UACCB	WIA Title I, Subtitle B WIA Title III, Subtitle A, Wagner-Peyser Subtitle B Carl Perkins WIA Title II

Intensive Services	Agencies	Funding Sources
Comprehensive and Specialized Assessments of Skills Levels and Service Needs	ASU Beebe ASU Searcy ASU Newport Ozarka College UACCB Job Corps Voc Rehab Experience Works ADE/Lit WIA	WIA Title I, Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V WIA Title II
Individual Employment Plan Development	Job Corps DHS Voc Rehab Experience Works WIA DWS	WIA Title I, Subtitle B WIA Title III, Subtitle A, Wagner-Peyser Subtitle B Perkins WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V
Group Counseling	Job Corps Voc Rehab	WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act
Individual Counseling and Career Planning	ASU Beebe/Searcy UACCB ASU Newport Ozarka College Job Corps DHS Voc Rehab TEA Experience Works CVSO	WIA Title I, Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title I, Subtitle D
Case Management for Participants Seeking Training	WIA Job Corps DHS Voc Rehab Experience Works	WIA Title I, Subtitle B WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V
Short Term Prevocational Services – learning, communications, interviewing, personal maintenance, professional conduct – to prepare individuals for unsubsidized employment or training	ASU Beebe ASU Searcy ASU Newport Ozarka College UACCB Job Corps Voc Rehab TEA Experience Works ADE/Lit	WIA Title I, Subtitle B Carl Perkins WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title II

Training Services	Agencies	Funding Sources
Occupational Skills Training	ASU Beebe/Searcy UACCB ASU Newport Ozarka College DHS Voc Rehab TEA Experience Works WIA	Carl Perkins WIA Title I, Subtitle B Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title I, Subtitle D
On-the-Job Training	WIA Job Corps DHS Voc Rehab TEA Experience Works	WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Welfare Form Act (Dept. of Human Services) Older Americans Act of 1965 Title V
Programs combining workplace training with related instruction	ASU Beebe/Searcy UACCB ASU Newport Ozarka College DHS Job Corps Voc Rehab WIA Youth ADE/Lit	Carl Perkins Department of Human Services WIA Title I, Subtitle C (Job Corps) WIA Title IV Rehabilitation Act WIA Title II WIA Title I, Subtitle B
Training programs operated by the private sector	DHS Voc Rehab	Department of Human Services WIA Title IV Rehabilitation Act
Skill Upgrading and Retraining	ASU Beebe/Searcy UACCB ASU Newport Ozarka College DHS Voc Rehab Experience Works ADE/Lit WIA	Carl Perkins Department of Human Services WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V WIA Title II WIA Title I, Subtitle D WIA Title I, Subtitle B
Entrepreneurial Training	ASU Beebe/Searcy UACCB ASU Newport Ozarka College DHS	Carl Perkins Department of Human Services

Training Services	Agencies	Funding Sources
Job Readiness Training	ASU Beebe/Searcy UACCB ASU Newport Ozarka College Job Corps DHS Voc Rehab Experience Works WIA	Carl Perkins WIA Title I, Subtitle C (Job Corps) Department of Human Services WIA Title IV Rehabilitation Act Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V WIA Title II WIA Title I, Subtitle B
Adult Education and Literacy activities provided in combination with any of the above training services	ASU Beebe/Searcy UACCB ASU Newport Ozarka College Job Corps DHS TEA Experience Works ADE/Lit WIA	WIA Title I, Subtitle B Department of Human Services Welfare Reform Act (Dept. of Human Services) Older Americans Act of 1965 Title V Carl Perkins WIA Title II WIA Title I, Subtitle C (Job Corps)
Customized training conducted with a commitment by an employer to employ upon successful completion of training	ASU Beebe/Searcy UACCB ASU Newport Ozarka College Voc Rehab Experience Works WIA	Carl Perkins WIA Title IV Rehabilitation Act Older Americans Act of 1965 Title V WIA Title I, Subtitle B Title IV Rehabilitation Act WIA Title II

Other Support Services	Agencies	Funding Resources
Needs related payments	DHS TEA	Department of Human Services Welfare Reform Act (Dept. of Human Services)
Child Care, Transportation or Housing	WIA Job Corps DHS TEA	WIA Title I, Subtitle B WIA Title I, Subtitle C (Job Corps) Department of Human Services Welfare Reform Act (Dept. of Human Services)


North Central Arkansas Workforce Investment Board
Memorandum of Understanding

Having agreed to the terms of this Memorandum of Understanding, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency.

Agreed to this 1st day of July, 2016



North Central AR Workforce Development Board



White River Planning & Development District

AR Dept of Workforce Services

Partner

Partner

Partner

White River Planning and Development District

Cost Allocation and Resource Sharing Agreement NORTH CENTRAL WORKFORCE DEVELOPMENT AREA

A Cost Allocation and Resource Sharing Agreement Between White River Planning & Development, the One-Stop Operator for the North Central Workforce Development area, and it's Partner's in the Arkansas Workforce Center at Newport, Arkansas.

Period of Agreement

This agreement becomes effective on the date signed by the parties and continues in effect until terminated by mutual consent. However, if such mutual consent cannot be attained, then any party to this agreement may consider it to be canceled by giving 30 days notice in writing to the other parties, and this agreement shall thereupon be canceled upon the expiration of such 30-day period.

In the event that any party fails to materially fulfill that party's responsibilities in accordance with the provisions of this agreement, either party may, upon timely written notice of default to the other party, immediately terminate the whole or any part of this agreement.

Furthermore, in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any party, substantially unreasonable or impossible, or if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then the parties shall be discharged from any further obligations created under the terms of this agreement.

This agreement is subject to the availability of state and/or federal funds, and if such funds become unavailable, then by written notice the contract will be terminated as specified in the written notice.

Any change in the scope of the agreement must be mutually agreed to in writing prior to, or contemporaneously with, the effective date of the change.

Authority and Purposes

The purposes of this agreement are to:

- Coordinate the resources and assets of the partnering agencies to provide an efficient system for delivering services for employers and job seekers as envisioned by the federal Workforce Innovation and Opportunity Act.
- Establish guidelines for creating and maintaining a cooperative working relationship, which will allow the White River Planning & Development and its partners to coordinate services to clients served at the Arkansas Workforce Center located in Newport, AR.
- Provide for joint planning and evaluation to devise methods to effectively coordinate service delivery to clients and to effect more efficient management of limited financial and staff resources.

General Provisions

All parties to this agreement shall:

- Comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352); Section 504 of the Rehabilitation Act of 1990 (Public Law 93-112); 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 DOL funded programs, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These regulations provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, 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.
- Mutually agree to reasonably assist the other partners in the development of necessary service delivery protocols, including the following:
 - Client orientation, referral, job search, and enrollment.
 - Development and coordination of clients' service plans.
 - Sharing client service delivery information among partners and Arkansas Workforce Center Staff.
- All partners agree that the provisions contained herein are made subject to all applicable federal and state laws, regulations, and/or guidelines imposed on either or all parties relating to privacy rights of participants, maintenance of records and other confidential information relating to clients.
- Partners 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.

Cost Allocation

A partner can only pay for costs that are allocable to that partner's funding sources. Each partner will contribute services and pay for costs associated with those services. If the partners are sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. If agreed to by all workforce center partners, total staff hours of operations may also be used in conjunction with square footage. The cost per square foot becomes a pooled cost that is direct-charged to the partners located at the workforce center.

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

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

Although the Arkansas Workforce Center at Newport is designed to be a seamless service delivery system for the customer, available services are provided from various partner locations with separate funding accountability. The partners are responsible for the total cost of these services.

Because of these various funding streams, this Cost Allocation and Resource Sharing Agreement has been developed to ensure that each partner bears its fair share of the costs of maintaining the center. Data is being collected to support future adjustments of the cost allocation formula. All partners are responsible for providing verifiable data in an acceptable reporting format to allow the terms of this agreement to be monitored on at least as annual basis. The terms of this agreement may be renegotiated at any time to insure all parties achieve equitable benefit. The cost allocation/resource sharing agreement may be reviewed quarterly and adjusted, as necessary.

Specific cost allocation data for the Arkansas Workforce Center at Newport is included as an attachment to this document.

Signature _____

Date _____

Deputy Director, Department of Workforce Services

Agreed to by Arkansas Workforce Center at Newport Partners

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[WIOA PARTNER]

Resource Sharing Agreement [CITY]



8-8-16

Name of Executive Director
White River Planning & Development District

Date

Agency
Signature _____

Date _____

Agency
Signature _____

Date _____

Agency
Signature _____

Date _____

Agency
Signature _____

Date _____

Agency
Signature _____

Date _____

Agency
Signature _____

Date _____

**North Central Workforce Development Board
Cost Allocation and Resource Sharing Budget
Arkansas Workforce Center at Newport, AR**

Square Footage		% of Total
Common	Occupied & Occupied	Common & Occupied
411.00	2,141.00	95%
21.00	112.00	5%

Partners
Dept. of Workforce Services (DWS)
White River Planning & Development (WRPDD)

Total	432.00	2,253.00	2,685.00	100%
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Shared Expense Description	Average DWS Annual Cost		DWS	WRPDD	TOTAL
	Common	Occupied & Occupied			
Rent	\$ 26,850.00	\$ 25,507.50	\$ 1,342.50	\$ -	\$ 26,850.00
Data Lines	\$ 15,594.00	\$ 14,814.30	\$ 779.70	\$ -	\$ 15,594.00
TOTAL OWED	\$ 42,444.00	\$ 40,321.80	\$ 2,122.20	\$ -	\$ 42,444.00

I agree to the information as documented in this invoice to be true reflection of the costs associated with the Arkansas Workforce Center at Newport, AR

Deputy Director, Department of Workforce Services _____ Date _____
 Executive Director Name _____ Date **8-8-16**
 Agency Name - WWRPDD

Executive Director Name _____ Date _____
 Agency Name - _____

Executive Director Name _____ Date _____
 Agency Name - _____

Executive Director Name _____ Date _____
 Agency Name - _____

Note: All cost/expenses are paid by DWS then partners are invoiced for their share.

White River Planning and Development District

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In the event that any party fails to materially fulfill that party's responsibilities in accordance with the provisions of this agreement, either party may, upon timely written notice of default to the other party, immediately terminate the whole or any part of this agreement.

Furthermore, in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any party, substantially unreasonable or impossible, or if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then the parties shall be discharged from any further obligations created under the terms of this agreement.

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- Mutually agree to reasonably assist the other partners in the development of necessary service delivery protocols, including the following:
 - Client orientation, referral, job search, and enrollment.
 - Development and coordination of clients' service plans.
 - Sharing client service delivery information among partners and Arkansas Workforce Center Staff.
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Although the Arkansas Workforce Center at Batesville is designed to be a seamless service delivery system for the customer, available services are provided from various partner locations with separate funding accountability. The partners are responsible for the total cost of these services.

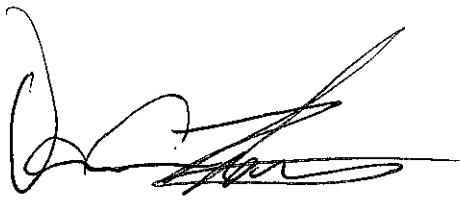
Because of these various funding streams, this Cost Allocation and Resource Sharing Agreement has been developed to ensure that each partner bears its fair share of the costs of maintaining the center. Data is being collected to support future adjustments of the cost allocation formula. All partners are responsible for providing verifiable data in an acceptable reporting format to allow the terms of this agreement to be monitored on at least as annual basis. The terms of this agreement may be renegotiated at any time to insure all parties achieve equitable benefit. The cost allocation/resource sharing agreement may be reviewed quarterly and adjusted, as necessary.

Specific cost allocation data for the Arkansas Workforce Center at Batesville is included as an attachment to this document.

Signature _____
Deputy Director, Department of Workforce Services

Date _____

Agreed to by Arkansas Workforce Center at Batesville Partners



8-8-16

Name of Executive Director
White River Planning & Development District

Date

Agency

Signature _____

Date _____

Agency

Signature _____

Date _____

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

**North Central Workforce Development Board
Cost Allocation and Resource Sharing Budget
Arkansas Workforce Center at Batesville, AR**

Square Footage		% of Total	
Common	Occupied	Common & Occupied	Occupied
2,556.00	3,776.00	6,332.00	96%
110.00	163.00	273.00	4%

Partners
Dept. of Workforce Services (DWS)
White River Planning & Development (WRPDD)

Shared Expense Description	Average DWS Annual Cost		WRPDD		TOTAL
	DWS	WRPDD	DWS	WRPDD	
Rent	\$ 54,491.25	\$ -	\$ 52,311.60	\$ 2,179.65	\$ -
Data Lines	\$ 15,594.00	\$ -	\$ 14,970.24	\$ 623.76	\$ 15,594.00
Utilities	\$ 7,867.21	\$ -	\$ 7,552.52	\$ 314.69	\$ 7,867.21
Janitorial	\$ 7,236.00	\$ -	\$ 6,946.56	\$ 289.44	\$ -
TOTAL OWED	\$ 85,188.46	\$ -	\$ 81,780.92	\$ 3,407.54	\$ 85,188.46

I agree to the information as documented in this invoice to be true reflection of the costs associated with the Arkansas Workforce Center at Batesville, AR.

[Signature]
Date 8-8-16

Executive Director Name
Agency Name - W WRPDD

Deputy Director, Department of Workforce Services

Date

Executive Director Name
Agency Name -

Date

Executive Director Name
Agency Name -

Date

Executive Director Name
Agency Name -

Date

Note: All cost/expenses are paid by DWS then partners are invoiced for their share.

White River Planning and Development District

Cost Allocation and Resource Sharing Agreement NORTH CENTRAL WORKFORCE DEVELOPMENT AREA

A Cost Allocation and Resource Sharing Agreement Between White River Planning & Development, the One-Stop Operator for the North Central Workforce Development area, and it's Partner's in the Arkansas Workforce Center at Searcy, Arkansas.

Period of Agreement

This agreement becomes effective on the date signed by the parties and continues in effect until terminated by mutual consent. However, if such mutual consent cannot be attained, then any party to this agreement may consider it to be canceled by giving 30 days notice in writing to the other parties, and this agreement shall thereupon be canceled upon the expiration of such 30-day period.

In the event that any party fails to materially fulfill that party's responsibilities in accordance with the provisions of this agreement, either party may, upon timely written notice of default to the other party, immediately terminate the whole or any part of this agreement.

Furthermore, in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any party, substantially unreasonable or impossible, or if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then the parties shall be discharged from any further obligations created under the terms of this agreement.

This agreement is subject to the availability of state and/or federal funds, and if such funds become unavailable, then by written notice the contract will be terminated as specified in the written notice.

Any change in the scope of the agreement must be mutually agreed to in writing prior to, or contemporaneously with, the effective date of the change.

Authority and Purposes

The purposes of this agreement are to:

- Coordinate the resources and assets of the partnering agencies to provide an efficient system for delivering services for employers and job seekers as envisioned by the federal Workforce Innovation and Opportunity Act.
- Establish guidelines for creating and maintaining a cooperative working relationship, which will allow the White River Planning & Development and its partners to coordinate services to clients served at the Arkansas Workforce Center located in Searcy, AR.
- Provide for joint planning and evaluation to devise methods to effectively coordinate service delivery to clients and to effect more efficient management of limited financial and staff resources.

General Provisions

All parties to this agreement shall:

- Comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352); Section 504 of the Rehabilitation Act of 1990 (Public Law 93-112); 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 DOL funded programs, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These regulations provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, 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.
- Mutually agree to reasonably assist the other partners in the development of necessary service delivery protocols, including the following:
 - Client orientation, referral, job search, and enrollment.
 - Development and coordination of clients' service plans.
 - Sharing client service delivery information among partners and Arkansas Workforce Center Staff.
- All partners agree that the provisions contained herein are made subject to all applicable federal and state laws, regulations, and/or guidelines imposed on either or all parties relating to privacy rights of participants, maintenance of records and other confidential information relating to clients.
- Partners 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.

Cost Allocation

A partner can only pay for costs that are allocable to that partner’s funding sources. Each partner will contribute services and pay for costs associated with those services. If the partners are sharing space, “fair share” will be charged according to a formula based on square footage as the basis for allocation. If agreed to by all workforce center partners, total staff hours of operations may also be used in conjunction with square footage. The cost per square foot becomes a pooled cost that is direct-charged to the partners located at the workforce center.

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

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

Although the Arkansas Workforce Center at Searcy is designed to be a seamless service delivery system for the customer, available services are provided from various partner locations with separate funding accountability. The partners are responsible for the total cost of these services.

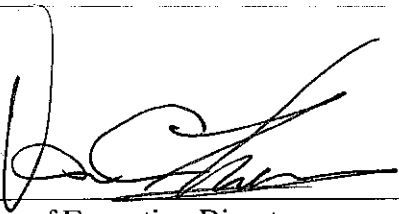
Because of these various funding streams, this Cost Allocation and Resource Sharing Agreement has been developed to ensure that each partner bears its fair share of the costs of maintaining the center. Data is being collected to support future adjustments of the cost allocation formula. All partners are responsible for providing verifiable data in an acceptable reporting format to allow the terms of this agreement to be monitored on at least as annual basis. The terms of this agreement may be renegotiated at any time to insure all parties achieve equitable benefit. The cost allocation/resource sharing agreement may be reviewed quarterly and adjusted, as necessary.

Specific cost allocation data for the Arkansas Workforce Center at Searcy is included as an attachment to this document.

Signature _____
Deputy Director, Department of Workforce Services

Date _____

Agreed to by Arkansas Workforce Center at Searcy Partners



8-8-16

Name of Executive Director
White River Planning & Development District

Date

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

Agency _____

Signature _____

Date _____

**North Central Workforce Development Board
Cost Allocation and Resource Sharing Budget
Arkansas Workforce Center at Searcy, AR**

	Square Footage		% of Total	
	Common	Occupied	Common & Occupied	Occupied
Dept. of Workforce Services (DWS)	2,907.00	1,677.00	4,584.00	76%
White River Planning & Development (WRPDD)	284.00	164.00	448.00	7%
AR Rehabilitation Services (REHAB)	629.00	363.00	992.00	17%
Total	3,820.00	2,204.00	6,024.00	100%

<u>Shared Expense Description</u>	<u>Average DWS Annual Cost</u>	<u>DWS</u>	<u>WRPDD</u>	<u>REHAB</u>	<u>TOTAL</u>
Janitorial	\$ 12,483.00	\$ 9,487.08	\$ 873.81	\$ 2,122.11	\$ 12,483.00
Pest Control	\$ 459.96	\$ 349.57	\$ 32.20	\$ 78.19	\$ 459.96
Data Lines	\$ 18,528.00	\$ 14,081.28	\$ 1,296.96	\$ 3,149.76	\$ 18,528.00
Utilities	\$ 10,379.45	\$ 7,888.38	\$ 726.56	\$ 1,764.51	\$ 10,379.45
TOTAL OWED	\$ 41,850.41	\$ 31,806.31	\$ 2,929.53	\$ 7,114.57	\$ 41,850.41

I agree to the information as documented in this invoice to be true reflection of the costs associated with the Arkansas Workforce Center at Searcy, AR.

Deputy Director, Department of Workforce Services _____ Date 8-8-16
 Executive Director Name _____ Date
 Agency Name - W.WRPDD _____

Executive Director Name _____ Date
 Agency Name - _____
 Executive Director Name _____ Date
 Agency Name - _____
 Executive Director Name _____ Date
 Agency Name - _____

Note: All cost/expenses are paid by DWS then partners are invoiced for their share.