

SUBMITTED BY SOUTHWEST ARKANSAS
WORKFORCE INVESTMENT BOARD

JULY 1, 2012 – JUNE 30, 2017

COMPREHENSIVE FIVE-YEAR LOCAL PLAN

*For WIA Title I
Adults, Dislocated Workers & Youth*

**SOUTHWEST ARKANSAS
WORKFORCE INVESTMENT BOARD
PY 2012 – PY 2016**

The Workforce Investment Act (WIA) of 1998, as amended, requires that the local workforce investment boards submit a Local Plan to the Arkansas Department of Workforce Services that outlines a five-year strategy for its workforce investment system. Local Workforce Investment Boards must have approved local plans in place to receive formula allotments under WIA. (WIA Section 112(a), W-P Section 8 (a).) This document represents the five-year strategic plan for the Southwest Arkansas Workforce Investment Board for the period of July 1, 2012 through June 30, 2017.

I. LOCAL STRATEGIC PLAN

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

Boards must review *Governor Beebe's Plan for Economic Development* (<http://www.arkansasedc.com/arkansas-edc/the-governors-strategic-plan.aspx>) and the *State of Arkansas Integrated Workforce Plan PY 2012–2016* (<http://dws.arkansas.gov/AWIB/pdfs/stateplan/PY%202012-2016%20Arkansas%20State%20WIA%20W-P%20Plan,%20FINAL,%2011-2-2012%20low%20res.pdf>) to ensure that their plans follow the same strategic direction. Consistent strategic direction among Board Plans will aid further integration of the Arkansas workforce system.

Five Goals for Economic Development (Arkansas Strategic Plan 2009)

1. Increase the incomes of Arkansans at a growth pace greater than the national average.
2. Expand entrepreneurship, focusing on knowledge-based enterprises.
3. Compete more efficiently in the global marketplace for new businesses and jobs, and create a business retention strategy to reduce closures.
4. Economic development will meet the special needs and take advantage of the extraordinary assets of various areas of the state. It will not be a one size fits all.
5. Increase the number of workers with post-secondary training so they are prepared when they enter the workforce and equipped for new jobs in the future.

AWIB Strategic Objectives (Arkansas Integrated Workforce Plan 2012-2016)

- Serve the Range of Job Seekers
- Serve the Range of Employers
- Serve the Range of Economies
- Increase the effectiveness of local WIBs
- Gain efficiencies across the system
- Re-imagine Learning and Work
- Diversify and Link Resources

A. LOCAL BOARD VISION AND GOALS

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

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

- 1. Economic Development/Job Creation/More Flexibility at Local Level**
- 2. Highway Infrastructure/Transportation**
- 3. Natural Resources (Lignite, Ouachita River, etc.)**
- 4. Educated Workforce/Available Workforce**
- 5. Loss of Population/Census Count/Turnbacks**

The top four issues determined through a statewide survey are:

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

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

Preliminary findings indicate cohesiveness with the Governor’s five goals for economic development, the Governor’s five components of economic development, and the vision and mission of the Arkansas Workforce Investment Board. The preliminary findings will be honed and developed into goals, objectives, and strategies for the Southwest Region with the assistance of the Southwest Arkansas Workforce Investment Board (SWAWIB) and will be adopted by the board once they are finalized.

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

The Vision Statement for the Southwest Arkansas Workforce Investment Board is:

“The Workforce of Southwest Arkansas will be globally competitive workers who are educated, trained, and motivated to achieve their maximum potential utilizing all resources available through the workforce investment system with a simple, easily accessible network that addresses the individual needs of the current and future workforce.”

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

Because of the recent strategic planning process underway by the Arkansas Workforce Investment Board, the statewide CEDS process is including as part of its framework the seven objectives identified by the State WIB. Combining these planning efforts will result in consistent and unified statewide workforce development strategies and ensure that workforce investment goals are met.

- Aligning efforts among workforce development partners to achieve accessible, seamless, integrated, and comprehensive service;

Within the one-stop comprehensive workforce center system, any workforce center partner can provide assistance with employment and training services in support of the customer’s job search or skill development by enabling the customer to access the best mix of services from the combined menu of all partners’ resources. Equally important are the partners not located in a workforce center which include employers and educational institutions. Together these partners all contribute to the overall effectiveness of providing an accessible, seamless, integrated, and comprehensive service.

- How the local board will coordinate the workforce investment activities carried out in the local area with local economic development strategies and develop other employer linkages with these activities.

The SWAWIB will coordinate with the community and economic development department at Southwest Arkansas Planning and Development District (SWAPDD) to compile a comprehensive list of local economic development strategies within the 12 counties, which will further ensure continuity of planning efforts across the Southwest region. The SWAWIB will review this list periodically as strategies are being developed, implemented, and evaluated.

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

The SWAWIB supports a system that provides education, job training, and career planning to job seekers and students. Once the goals and objectives related to the workforce program are developed from the CEDS planning process, they will be coordinated and implemented in accordance with the Governor’s plan for economic development and the State’s Strategic Plan.

B. ECONOMIC AND WORKFORCE INFORMATION ANALYSIS

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

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

Business Needs: Recruiting and screening services; job postings; highly trained and skilled workers; labor market info. (Demand occupations/wage info./performance)

Job Seeker Needs: Training; access to job listings; skills upgrades; (WAGE, KUDER, CRC)

Workers’ Needs: Skills upgrades; continuing education

The Southwest area will address these needs by referral/partnerships/training services.

A preliminary strategy that is being developed from the CEDS process for the Southwest Area is to create a comprehensive document that will identify all resources and programs that are available to assist business and industry in finding and recruiting a qualified workforce. A component of the workforce program is to provide employers with access to a qualified workforce. Implementation of this strategy will ensure that employers have access to a well trained workforce and job seekers are appropriately matched to these jobs. The regional economy will benefit through an accelerated recruitment and hiring process, decreased unemployment rate, and increased tax base.

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

**Top Ten Growth Occupations, 2011-2013 (Short Term Projections)
Ranked by Net Growth**

Occupation	2011 Base Employment	2013 Projected Employment	Net Growth	% Growth
Combined Food Prep & Serving Workers, Including Fast Food	1,662	1,749	87	5.23%
Personal and Care Aides	670	717	47	7.01%
Nursing Aides, Orderlies, and Attendants	1,569	1,607	38	2.42%
Licensed Practical and Licensed Vocational Nurses	1,005	1,020	15	1.49%
First-Line Supervisors of Food Preparation and Serving Workers	590	605	15	2.54%
Preschool Teachers, Except Special Education	244	258	14	5.74%
Administrative Service Managers	125	137	12	9.60%
Childcare Workers	626	638	12	1.92%
Office Clerks, General	2,256	2,268	12	0.53%
Clergy	708	719	11	1.55%
First-Line Supervisors/Managers of Construction Trades and Extraction Workers	746	757	11	1.47%

**Top Ten Fastest Growth Occupations, 2008-2018 (Long Term Projections)
Ranked by Net Growth**

Occupation	2008 Base Employment	2018 Projected Employment	Net Growth	% Growth
Farmers and Ranchers	4,958	5,778	820	16.54
Truck Drivers, Heavy and Tractor-Trailer	3,249	3,694	445	13.70
Personal and Home Care Aides	784	1,193	409	52.17
Elementary School Teachers, Except Special Education	1,121	1,288	167	14.90
Team Assemblers	2,841	2,964	123	4.33
Structural Iron and Steel Workers	288	397	109	37.85
Middle School Teachers, Except Special and Vocational Education	612	699	87	14.22
Teacher Assistants	981	1,056	75	7.65
Carpenters	367	438	71	19.35
Secondary School Teachers, Except Special and Vocational Education	855	923	68	7.95

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

The SWAWIB will obtain all local economic development plans and utilize the State’s targeted industries identified in the Governor’s Plan to determine if local plans are in compliance. The SWAWIB will further study the region through the CEDS process to determine if additional industries specific to Southwest should be identified. The board will encourage job seekers and service providers to focus on training and gain skills that will allow them to be employable and become self-sufficient.

SECTION 2. LOCAL OPERATIONAL PLAN

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

A. LOCAL GOVERNANCE

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

The Chief Elected Officials of Southwest Arkansas and the Southwest Arkansas Workforce Investment Board (SWAWIB) have designated Western Arkansas Planning and Development District, Inc. (WAPDD) to serve as the fiscal agent/entity responsible for the disbursement of WIA grant funds and the Administrative Entity.

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

The CEO agreement describes how the CEO's will carry out WIA Responsibilities. The CEO-WAPDD-SWAWIB agreement describes the fiscal agent/administrative entity agreement and the roles and responsibilities of the each party. See attached agreements.

All fiscal support shall be in accordance with generally accepted accounting principles and in accordance with WIA guidelines.

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

The SWAWIB convenes on a quarterly basis to review and plan activities for the workforce system. Policies are developed and implemented as needed. Policies are reviewed annually for needed updates. Oversight of the system occurs through monitoring and guidance.

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

The CEO's review and approve the actions of the SWAWIB.

- Attach a copy of the board by-laws.

See attached By-Laws.

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

The Youth Council is a sub-committee of the SWAWIB. They make recommendations for youth activities and providers to the Board. The Youth Council met and reviewed the policies relating to youth activities and the definition of the sixth barrier for youth.

- Describe the local board's plans to provide administrative services. *[WIA §117(3) (b)(ii)(4); Act 1125 §11(e)]*
 - Identify any staff positions that will be hired directly by the board.

The SWAWIB is provided staff by WAPDD. A Western staff person is also housed in the Main Office of the Southwest Arkansas Planning and District, which serves as the One-Stop Operator/Program Provider, to be available on a daily basis to support the function of the SWAWIB on site.

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

WAPDD, Inc. has been designated to be the Administrative/Fiscal Agent.

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

See attached copy of Southwest’s Grievance Procedure.

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

The SWAWIB conducts business in an open manner by making the activities of the SWAWIB available to the public through open meetings as required by §661.305 (b) and WIA section 117 (e).

The SWAWIB will make available to the public, including persons with disabilities, on a regular basis through open meetings, information regarding activities of the board, including information about the Southwest Arkansas Local Plan, SWAWIB membership, the designation and certification of the One-Stop Operator, SWAWIB minutes of meetings, etc. The SWAWIB will ensure, through strict adherence with the Arkansas Freedom of Information Act that appropriate media outlets will be notified of all such meetings and activities, and access to persons with disabilities will be ensured by having all meetings in ADA accessible places.

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

See included attachments for the Fiscal Agent/Administrative Entity:

- WAPDD, Inc. Board of Directors**
- WAPDD, Inc. By-Laws**
- WAPDD, Inc. Organizational Chart**

See included attachments for the Program Provider/One-Stop Operator:

- SWAPDD, Inc. Board of Directors**
- SWAPDD, Inc. By-Laws**
- SWAPDD, Inc. Organizational Chart**

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

See attached **SWAWIB Organizational Chart**

B. ONE-STOP DELIVERY SYSTEM

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

There are three certified Comprehensive Workforce Centers in the Southwest Workforce Investment Area. They are located in Camden, El Dorado and Hope. Each comprehensive center will ensure that:

- **Services are provided in an integrated, seamless delivery method under the name of Arkansas Workforce Centers.**
- **Staff from the various programs is available and cross-trained to deliver services in an integrated and seamless manner.**
- **Services and funding between partners are not duplicated.**

There are Satellite Centers in Magnolia and Texarkana, and an Affiliate Site in DeQueen.

Little River, Dallas, Calhoun, Lafayette, Howard, and Nevada counties are provided services by appointment through outreach marketing materials placed in strategic locations within the counties.

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

The SWAWIB uses an RFP or RFQ process to select the WIA Title I Adult, Dislocated Worker, and Youth Programs Provider/One-Stop Operator. The notice advertising the RFP or RFQ is placed at least once in a statewide newspaper. Additional media sources may be used. Each proposal submitted is rated based on specific criteria. After the evaluation, the rating of each proposal is presented to the SWAWIB. The WIA Title I Adult, Dislocated Worker, and Youth Programs Provider/One-Stop Operator is selected by the SWAWIB with approval of the CEOs. The SWAWIB reserves the right to reject any or all requests for WIA funding. Any appeals or protests will follow the State of Arkansas Procurement Law and Rules guidelines 19-11-244.

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

The SWAWIB may reduce or terminate the contract, in whole or in part, when it has been determined by the SWAWIB that the contractor has failed to provide the services specified or failed to comply with other provisions contained in the contract. If the contractor fails to perform, in whole or in part, the terms of the contract or fails to make sufficient progress thereby endangering performance, the SWAWIB will notify the contractor of such unsatisfactory performance, in writing. The Contractor has ten (10) working days in which to respond with a written plan acceptable to the SWAWIB for correction

of the deficiencies. If the contractor does not respond within the appointed time with appropriate plans, the SWAWIB may serve a termination notice on the contractor which will become effective within thirty (30) calendar days after receipt of the notice.

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

All required partners listed under 20CFR Part 662.200 and Section 121(b) of the Workforce Investment Act will support service delivery through the One-Stop Delivery system.

Services will be integrated and made available through a menu of services, a referral process, cross training of partner staff, and dissemination of literature and information.

Optional partners may include: TANF, DHS, a Disability assessment facilitator, Economic Development entities, local Chambers of Commerce, etc.

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

See attached MOU

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

Information on Core, Intensive and Training Services will be provided at each Arkansas Workforce Center in Southwest Arkansas. A variety of methods will be used for disseminating this information. Information will be updated, as appropriate, to facilitate the efficient delivery of current and relevant information to customers of the area's One-Stop system. These methods will include, but not be limited to, brochures, videos, electronic links, and one-on-one personal information exchange.

Universal access will occur through the "no wrong door" approach to providing services to a customer who approaches any One-Stop partner requesting assistance with employment and training needs or services. The customer will be referred to all other One-Stop partners, as appropriate.

This "no wrong door" approach will also integrate services through the building blocks of the system -- integration, co-location, collaboration, and performance.

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

The Southwest Arkansas Workforce Centers will provide core services on site. A variety of core services will be made available by a range of service providers. Some of these core services may include self-directed job search, information on the performance of service providers, labor market

information, and unemployment insurance claim filing, registering for employment, job referrals, and limited initial assessment.

The intensive services of the Workforce Investment Act Title I funds will be available in the Southwest Arkansas Workforce Centers through integration of the services by various partners.

The partners of the Southwest Arkansas Workforce Centers must not overlap or duplicate services if the system is to work effectively and efficiently.

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

Adult and dislocated worker employment and training activities will consist primarily of those available through the eligible training provider list. This list will contain certified providers offering training programs relevant to current labor market demands and will be customized for the local area. Dissemination of the provider list through area one-stops and their partners will ensure that providers meet the employment needs of local employers and job seekers.

Upon determination of customer needs to receive training services, ITAs will be used in all available training programs. The maximum amount allowable in each ITA will be \$15,000 over a two year period. Participants will receive an ITA for the training program they have selected through the eligible training provider list to be presented to the individual school. This ITA will include the name of the training program as well as the maximum amount allowable to be charged within the ITA. Schools will bill SWAPDD upon enrollment each semester. Amounts reimbursed will be deducted from the ITA maximum allowed. Each additional semester enrollment will reflect the balance on the ITA so the school, participant, case manager and SWAPDD will be aware of funds remaining. Unused funds in each individual ITA at completion of training will be used for other WIA participants.

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

The SWAWIB membership has at least a 51% Private Sector Majority. Also the SWAWIB promotes the participation of private sector employers in the workforce system through job fairs, informational meetings, recruitment, screening, work experience opportunities, providing space for employers to conduct interviews, presentations at meetings, referring businesses to the system and the business services plan.

C. SPECIAL TARGET POPULATIONS

The local operational plan must describe how all workforce system partners will work together to ensure that customers who need a broad range of services receive them. This is an opportunity

for the local area to describe how the workforce center services will address more specific needs of targeted sub-populations.

The Southwest Arkansas Workforce Investment System will meet the needs of these various populations by providing universal access to programs and services needed. Outreach and recruitment through WIA partners and from local Chambers of Commerce, etc., will extend the reach of the Southwest Arkansas Service Delivery System. Additionally, marketing material will be developed to inform the general public about the availability of services. Job fairs and other community events will highlight services and programs available through the local system.

The local system will meet the needs of target populations through an internal referral system and cross training whereas partner programs and services can be interwoven to meet all the needs of the customer regardless of self-sufficiency barriers that may exist.

In addition to core, intensive and training services, target populations will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services.

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

- Services to the Unemployed, to include:
 - How will reemployment services to Unemployment Insurance claimants be coordinated?

Services will be coordinated in the local One-Stop with the Arkansas Department of Workforce Services to ensure that job search assistance is maximized between the efforts of WIA staff, ADWS staff, and the appropriate partners of WIA, whether business, industry, or agencies.

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

In conjunction with the Arkansas Department of Workforce Services (ADWS), the One-Stop Operator will provide appropriate services to this population as outlined in WIA funding and eligibility guidelines. Southwest has a successful history of co-enrolling and case managing TAA participants to ensure service maximization for this customer base. Co-enrollment in the appropriate programs will be continued, based upon the availability of funding and the appropriateness of services needed/being requested. Workforce Center Partners will address the individual needs of TAA customers and referrals will be made as needed. All services will be based upon assessment without duplication of services.

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

Job seekers will benefit from One-Stop services through a 3 tier system: Core services, Intensive services, and Training services. Core services are made available in each One-Stop Center and Core services will be provided depending on individual need.

Intensive services may be offered to those workers who are unemployed or underemployed and unable to obtain employment through Core services or to those who are determined to be in need of services in order to retain employment and master self-sufficiency.

Training services may be provided to adults and dislocated workers who have satisfied eligibility requirements. An individual must receive at least four intensive services and meet eligibility requirements of WIA Sec. 134(d)(4) before Training services are provided. Training services will be the responsibility of vendors such as community colleges, technical colleges, and private training programs. The provision of Training services must provide for maximum customer choice and will follow an approved procurement method such as Individual Training Accounts, contracts, purchase orders, and so on as set forth by the SWAWIB.

TANF is co-located in all of our Workforce Centers and individuals are co-enrolled as appropriate. All resources and activities in the Center are utilized to assist these individuals.

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

Information and referrals to the Migrant and Seasonal Farmworkers program occurs in all offices. Individuals may receive all services at Workforce Centers. The Workforce Center at Hope works very closely with the Hope Migrant Center in Southwest Arkansas. Current outreach activities will be continued, such as the distribution of outreach materials in other languages. Refer to Limited English Proficiency section below for additional information.

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

Local policy assures that priority of services will implemented at the point of intake in accordance with TEGL 10-09. Veterans Priority of Service follows Department of Labor guidance and all staff members have been trained to ensure Veterans Preference. Services for veterans are integrated within our delivery network through a variety of means. Primarily, veteran staff is co-located at the local Comprehensive Workforce Center and is an integral part of the employer outreach team. This assignment also makes them available to directly provide assistance to veteran customers that may have other serious barriers to employment such as offender status, physical disability, or those that are educationally disadvantaged. In addition to these activities, veteran staff conducts outreach to and network with local veteran service organizations both as a means of developing additional referral contacts for services outside the scope of employment, and promoting available services targeted to veterans.

Services to veterans through the Gold Card Initiative are available at the local Workforce Centers. The Gold Card Initiative provides unemployed post-9/11 era veterans with the intensive and follow-up services they need to succeed in today's job market.

The local area also stands ready to provide employment services to veterans that have been enrolled in the Veterans Retraining Assistance Program (VRAP). The VRAP program offers up to 12 months of retraining assistance to Veterans who meet VRAP criteria.

The state also has active partnerships with a number of community-based organizations relating to veterans that provide or coordinate an array of services. Some of these are targeted specifically to homeless, while others, such as ARVets, Inc. (Arkansas Veterans) is an organization with state level support that has been positioned to serve as a "clearing house" to provide veterans across the state with a "one stop shop" that can refer them to a specific organization or agency which can provide them with services they seek, based on their needs and eligibility. Fundamentally, the partnership should remove many of the obstacles veterans face when seeking help for a specific issue from an agency or provider that does not offer those specific services.

- Limited English Proficiency

Individuals who have Limited English Proficiency are served by bi-lingual staff, if available, and interpretation is available to individuals on request. Individuals are referred to Adult Education for English as a Second Language and basic skills training. In addition to Core, Intensive and Training services, limited English customers will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services.

- Ex-Offenders

Local Workforce Center staff work with ex-offenders as they reenter society. Partnerships are in place with probation and parole agencies to offer seamless service delivery to this population, and counseling and referrals to services takes place to meet their individual needs and address barriers that cannot be resolved through WIA services. Employer contacts are made to solicit openings for ex-offenders, as well.

- Mature Workers

Mature Workers are served in our area by Experience Works and are enrolled in WIA as appropriate. Mature Workers may be served by Job Service and Unemployment Insurance as appropriate. Counseling and referral services are available to meet their individual needs and address barriers that cannot be resolved through WIA services. When appropriate, WIA Core, Intensive and Training services are offered.

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

Qualified applicants with disabilities, as defined in the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA), are invited to request any needed accommodations to participate in the application process covered by area offices. This process includes information related to completing the application, intake/eligibility determination, assessment and testing. All Workforce Centers will be ADA compliant in Southwest Arkansas. In addition, Arkansas Rehabilitation Services (ARS) is available in the Southwest Arkansas Workforce Centers to serve the needs of workers with disabilities.

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

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

SWAPDD, as the Youth Program Provider, will provide, or make an appropriate referral to provide the ten required program elements to eligible youth participants in Southwest Arkansas. These services include:

- **Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies**
- **Alternative secondary school offerings**
- **Summer employment opportunities linked to occupational and academic learning**
- **Paid and unpaid work experiences, including internships and job shadowing**
- **Occupational skills training**
- **Leadership development opportunities, which include community service and peer-centered activities encouraging responsibility and other positive social behaviors**
- **Supportive services**
- **Adult mentoring**
- **Follow-up services**
- **Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate for the needs of the individual youth**

The 6th Barrier is a circumstance which requires an eligible youth to require additional assistance to complete an educational program or to secure and hold employment that leads to self-sufficiency. The SWAWIB has defined the 6th Barrier as:

- **Mental or Physical Disability**
- **Victim of Abuse**
- **Geographical Isolation**
- **Poor Work History, lack of prospects**
- **Substance dependency or abuse, self or immediate family**
- **Limited English proficiency**
- **Economically depressed area**
- **At risk of dropping out**
- **Dysfunctional domestic situations**
- **Behavioral problems**
- **Lack of necessary supportive services**

Acceptable documentation for participants meeting the 6th Barrier will include applicant statement, parental statement, medical statement, Case Manager's observation, court records, documented work history, test scores, census documentation, or school records, as appropriate.

D. GRANTS MANAGEMENT

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

The SWAWIB develops a budget for the purpose of carrying out the duties of the SWAWIB based upon historical data and current/future needs.

The budget will be prepared and submitted to the SWAWIB's Executive Committee for approval on an annual basis by staff of its designated Administrative/Fiscal Agent (WAPDD) and the One-Stop Operator/Program Provider (SWAPDD). These requests cover both administrative and programmatic costs. Once the Executive Committee approves this budget, a recommendation is made to the full board for final approval. No more than 10% of funds will be spent on administrative costs.

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

The SWAWIB uses an RFP or RFQ process to award grants and contracts. The notice advertising the RFP or RFQ is placed at least once in a statewide newspaper. Additional media sources may be used. Each proposal submitted is rated based on specific criteria. After the evaluation, the rating of each proposal is presented to the SWAWIB (or Youth Council if for youth services). The provider is selected by the SWAWIB with approval by the CEOs.

The SWAWIB reserves the right to reject any or all requests for WIA funding. It further reserves the right to fund only a portion of the proposal, and to request modifications to the proposal prior to funding.

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

In the event funds allocated for adult employment and training activities are limited, priority shall be given to recipients of public assistance and other low income individuals for intensive services and training services. The SWAWIB has determined that funds are limited when funds reach twenty percent (20%) of total allocation in the Adult funding stream. When funds reach twenty percent (20%), the Priority Criteria will go into effect. When the Priority Criteria is not in effect, recipients of public assistance, other low income individuals, and individuals meeting eligibility requirements may receive WIA adult funded intensive and training services.

Priority of Service in the Adult program is outlined as:

1. Veterans and eligible spouses receiving public assistance
2. Recipients of public assistance, Disabled individuals, Ex-Offenders
3. Veterans and eligible spouses not on public assistance
4. Other individuals meeting eligibility requirements

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

SWAPDD, as One-Stop Operator, has the unique opportunity to partner with its Community and Economic Development Department to actively seek additional funding opportunities for grants that can benefit the WIA program and its customers. The SWAWIB has benefitted from the NEG program, the Rockefeller grant, and others and will continue to actively pursue similar funding.

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

Funds received under the Workforce Investment Act will be used to leverage other resources and expand the system by cost sharing among partners located in the Workforce Centers and SWAPDD district office. Office spaces, staff salaries and other expenses are cost pooled.

Costs for participants can be leveraged by co-enrolling in programs and sharing the expenses for training, supportive services and other costs.

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

The Workforce Investment Act mandates that all training services (except On-the-Job Training (OJT) and customized training) be provided through the use of Individual Training Accounts (ITAs) and that eligible individuals shall receive ITAs through the one-stop delivery system (Section 134(G)). This policy is applicable for Adults and Dislocated Workers provided training through Title I funds under WIA. Training is not an entitlement under WIA. Eligibility requirements for training services are stipulated in the Act at Section 134(d)(4)(A)&(B).

Exceptions to Use of ITAs:

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

- 1. When training is provided via On-The-Job Training (OJT) or Customized Training (CT). However, the One-Stop Operator must demonstrate that OJT or customized training are most appropriate for that client. Section 122(h)(1) of the Act provides that “Providers of on-the-job training or customized training shall not be subject to the requirements of subsections (a) through (e).**
- 2. When the SWAWIB determines that there are an insufficient number of eligible providers in the local area, the SWAWIB will issue a RFP. The RFP shall include a public comment period for a minimum of thirty (30) days.**
- 3. When the SWAWIB determines that there is a training services program of demonstrated effectiveness offered in the area by a community-based organization or another private organization to serve special participant populations, as defined in Section 134(d)(4)(G)(iv) of WIA, that face multiple barriers to employment.**

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

In the Southwest Arkansas Workforce Investment Area, the maximum amount of the ITA will be \$15,000 and the length of time that a participant can be enrolled under an ITA is 24 months from the date this service was first received. The SWAWIB will review and determine maximum limits of ITA funding and duration of time a customer may receive training funding through WIA based on demand occupations and demand skills on an annual basis. (§663.420(b) 20 CFR 652).

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

Currently, the SWAWIB has determined that there are sufficient numbers of eligible providers in the area. If the SWAWIB determines that there are an insufficient number of eligible providers a RFP will be issued. A public comment period for a minimum of thirty (30) days will be included in the RFP.

E. COORDINATION AND NON-DUPLICATION

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

The Governor’s Dislocated Worker Task Force notifies the Southwest Arkansas Workforce Investment Area of all closures and layoffs through the Rapid Response program. Once notified, WIA staff attends the necessary meetings and workshops and explains WIA services available to the affected dislocated workers. Customers are enrolled in WIA services as appropriate.

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

Coordination with Job Corps, Youth Opportunity Grants, and other youth programs in the Southwest Arkansas Workforce Investment Area will occur through referrals, co-enrollments, partner orientation activities, job search assistance, resource room materials, office space for job corps staff, information sharing, outreach, and SWAWIB membership.

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

In an effort to avoid duplication of services, the Southwest Arkansas Workforce Investment Area will cross train workforce center partners to ensure that customer needs are met through available services.

Through the Arkansas Job Link (AJL) system, all workforce center partners have access to a comprehensive list of services that are being provided to all participants.

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

The role of the business service team is to provide workforce development, education, and employment services for businesses in Southwest Arkansas. The goal of the team is to maintain regular contact with area businesses, seek out new employer contacts, and provide services to these contacts. Members of the business liaison team consists of the Regional Manager for WIA, the DWS local office manager, the local economic developer, the adult education provider, and any other necessary partners.

All contacted businesses are provided a folder which contains information on partners within each center, job seeker services offered, employer services-including AJL and Work Opportunity Tax Credit; Information on partners not in the center (i.e. Vocational Rehabilitation Services); Career Readiness Certificate; Job referral with priority to Veterans and a menu of services.

Team members will respond to any initial employer inquiry about job services and will “sell” Arkansas Workforce Center services through direct meetings.

F. PROFESSIONAL DEVELOPMENT AND SYSTEM IMPROVEMENT

- Describe how the local board will ensure the continuous improvement of eligible providers of services through the system and ensure that such providers meet the employment needs of local employers and participants. *[WIA §118(b)(2)(A); Act 1125 §12(b)(2)(A); 20 CFR 661.350(a)(3)(i)]*

Because of the waiver to extend initial eligibility requirements exempt, providers are not required to submit performance data. Non-exempt providers must meet the State minimum eligibility requirement for performance. Those that do not meet minimum requirements are not added or will be removed from the eligible training provider list.

The Southwest area will coordinate with the ADWS to develop a list of local occupations that are in demand. The list will be developed according to the local area need for future employers and customer needs.

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

The satisfaction of users is determined through quarterly contact between participants and direct service staff. In addition, customer satisfaction is determined through one-on-one conversations which are documented and from communication with the State. Resolution of complaints or grievances can also be an indicator of the satisfaction of users. A new customer satisfaction survey tool will be developed and implemented after the State has identified new indicators.

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

As the One-Stop Operator, SWAPDD recognizes the need to continually improve delivery of services. SWAPDD will provide appropriate services to customers as outlined in WIA funding and eligibility guidelines.

Feedback will be solicited from customers listed below:

- Employers seeking labor market information and labor exchange services
- The general public seeking core services
- Individuals seeking specialized services and from specialized populations such as: offenders, substance abusers, non-high school graduates, individuals identified with multiple barriers, individuals with English as a second language (ESL), people with identified disabilities, individuals eligible for Trade Readjustment Assistance (TRA), migrants, and older workers
- Former WIA participants receiving follow-up services
- Current or former TANF recipients

SWAPDD will continue to build on the services provided and satisfy the community by:

- Making employer contacts to build stronger and longer relationships
- Informing the community about Job Development and Placement services
- Provide trained Workforce Center staff
- Utilizing and distributing partner information and reducing duplication of services
- Encouraging employers to post job openings with the Workforce Centers

In order to improve practices, SWAPDD will work closely with other LWIA's, DOL, and the State to share best practices, success strategies, solicit feedback, capitalize on opportunities and collaborate on projects that are mutually beneficial.

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

As the One-Stop Operator, SWAPDD will continue to ensure that staff has adequate knowledge and skills to deliver quality services to meet or exceed performance standards by providing or facilitating training on a regular basis. The training will encompass Common Performance Measures, Case Management, EEO Diversity, Workforce Development Innovation, eligibility & enrollment, networking, Microsoft Office, recruitment and technical assistance from the State and other regulating agencies. Fiscal staff receives various types of training annually in order to remain current on accounting trends and fiscal policy changes. Additionally, SWAPDD sponsors staff development workshops to focus on areas of wellness, fitness, time management, organizational skills and other types of development activities that will foster staff cohesiveness and performance in the workplace.

To cross-train partner staff, pertinent information relative to the successful operation of the Workforce Centers will be circulated among all partners, whether physically co-located within the center or in separate buildings, to ensure partners are knowledgeable of new technology, new developments within the Arkansas Workforce system and to improve awareness that benefits the Center, partners and our

customers, as a whole. By strategic dissemination of critical materials, all partners will have the opportunity to operate on “the same page” thus presenting a cohesive, “common face” to the customers of the Center as well as the community at large.

G. PERFORMANCE ACCOUNTABILITY

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

The negotiated levels of performance for the Southwest Arkansas Workforce Investment Area are as follows:

Performance Indicator

Adult Measures:

- | | |
|------------------------------|-------------|
| 1. Entered Employment Rate | 92% |
| 2. Employment Retention Rate | 91.5% |
| 3. Average Adult Earnings | \$11,500.00 |

Dislocated Worker Measures:

- | | |
|---------------------------------------|-------------|
| 1. Entered Employment Rate | 92% |
| 2. Employment Retention Rate | 95.5% |
| 3. Average Dislocated Worker Earnings | \$14,600.00 |

Youth Measures:

- | | |
|---|-------|
| 1. Placement in Employment or Education | 79.7% |
| 2. Attainment of Degree or Certificate | 76.9% |
| 3. Literacy Numeracy Gain | 48% |

H. WAIVER REQUESTS

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

The Southwest Arkansas Workforce Investment Area does not anticipate requesting any additional waivers at this time.

I. PLAN DEVELOPMENT AND IMPLEMENTATION

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

The Guidance for the Local Workforce Investment Area Five-Year plan was submitted to all SWAWIB members, which include representatives of business and labor organizations for input. As described in Section 1A, the SWAWIB members and CEO's participated in the CEDS planning process. The plan was presented to the Board for review and approval prior to being advertised for a 30 day public comment and review period.

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

In addition to the SWAWIB members and CEO's, the planning process includes city/county elected and appointed officials as well as leaders from the private sector, banking, chambers of commerce, economic development, two/four year universities and colleges, K-12, utilities, and health care.

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

Along with providing input through the CEDS planning process, the CEOs reviewed and approved the plan prior to submission.

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

Public notice was placed in at least one newspaper having general circulation in the State. The notice gave interested parties at least 30 calendar days to make any comments on the Local Plan. The Local Plan is available for review at SWAPDD, Inc., 101 Harvey Couch Boulevard, P.O. Box 767, Magnolia, AR 71753.

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

If any comments are received, they will be attached to the Local Plan. A plan of action addressing any comments will be developed as needed.

**CHIEF ELECTED OFFICIALS AGREEMENT
SOUTHWEST ARKANSAS
(Amended January 11, 2001)**

In accordance with the Workforce Investment Act of 1998 (Public Law 105-220) and Arkansas' Workforce Investment Act (Act 1125), hereinafter referred to as the Act, the Chief Elected Officials (CEO's) of the Local Workforce Investment Area (LWIA) made up of Calhoun, Columbia, Dallas, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Ouachita, Sevier, and Union Counties enter into a Chief Elected Officials Agreement. The purpose of this agreement is to address:

- (1) The structure and governance of the CEOs;
- (2) The respective roles of the individual CEO's in the appointment of the members of the Local Workforce Investment Board (LWIB) for the individuals nominated or recommended to such members;
- (3) The respective roles of the individual CEO's in carrying out any other responsibilities assigned to such officials under Title I Section 117 of the Act;
- (4) The CEO designee authorized to act on behalf of the CEO's;
- (5) The description of how CEO's plan to share liability for misused funds;
- (6) The joint CEO/LWIB responsibilities in conducting oversight of the local WIA programs; and
- (7) The specific time period for the local CEO/LWIB agreement.

The term CEO means the County Judges and the Mayors of First Class Cities in the LWIA. In counties where there is no First Class City, the intergovernmental councils (the County Judge and the mayors of the county) selected to use either the mayor of the county seat or the mayor selected by the intergovernmental council of the individual counties. A copy of this agreement for each county is included in Attachment I.

The Structure and Governance of the CEOs:

The CEOs will function as a group with an elected chairperson and a vice-chairperson. The chairperson will be authorized to carry out the decisions of the CEOs and will sign on their behalf. In the absence of the chairperson, the vice-chairperson will conduct the business of the CEO group. The chairperson will also serve as a member of the LWIB. This position will be elected on an annual basis.

A quorum of the council will consist of 12 members representing six counties. When lacking a quorum of the CEOs, the chairperson may after ten minutes after the established meeting hour, declare a quorum and proceed with business. The chairperson may establish a sub-committee as necessary.

The CEOs will meet bi-annually or as needed. Decisions of the CEOs will be recorded in the minutes of the CEOs, as approved by a majority vote of those CEOs present at the time of the vote.

CEOs Role in the Appointment of Members of the LWIB:

The CEOs shall be responsible for the appointment of a LWIB (Section 117(c)(b)(i) and (ii) of the Act), and agree to the LWIB appointments to the Youth Council for the LWIB (Section 117 (f) of the Act). The CEOs shall follow the published criteria of the State Workforce Investment Board (WIB) in Attachment II of this agreement.

The LWIB will be comprised of members representing the twelve (12) counties in the Southwest Arkansas Local Workforce Investment Area. The Private Sector positions will be distributed equally among all 12 counties. The CEOs from each county will request nominations from the appropriate entity and will agree upon the appointment of their private sector representatives. In the event that a particular county cannot fill its Private Sector position(s), the CEOs in that county can send a letter to the CEO Chair asking that their Private Sector position(s) be appointed "at large"

All other required positions on the LWIB will be considered "at large" and may be representative of any of the 12 counties. For the "at large" positions, all CEOs will be notified of vacancies and given the opportunity to request nominations from the appropriate entity. Appointment of the "at large" positions will be made by the full CEO body.

The CEOs will also determine the maximum term to be served by the LWIB members and how the terms will be staggered.

CEOs Role in Carrying Out the Workforce Investment Act Responsibilities:

In Section 117 of the Act, the CEOs are given the following responsibilities:

- (1) Each LWIB, in partnership with the CEOs, shall develop and submit a five (5) year local plan to the Governor (Section 118 of the Act).
- (2) The LWIB, with the agreement of the CEO's,
 - (a) shall designate or certify one-stop operators as described in section 121 (d)(2)(A) of the act and;
 - (b) may terminate for cause the eligibility of such operators.
- (3) The LWIB shall develop a budget for the purpose of carrying out the duties of the LWIB, subject to the approval of the CEOs.
- (4) Administration – Grant Recipient:
 - (a) The CEOs in a local area shall serve as the local grant recipient and shall be liable for any misuse of the grant funds allocated to the local area under Section 128 and Section 133 of the Act.
 - (b) In order to assist in the administration of the grant funds, the CEOs may designate an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent. Such designation shall not relieve the CEOs of the liability for any misuse of grant funds.
- (5) The LWIB, in partnership with the CEOs, shall conduct oversight with respect to local programs of youth activities authorized under section 129 of the Act, local employment and training activities authorized under section 134 of the Act, and the one-stop delivery system in the local area.
- (6) The LWIB, the CEOs, and the Governor shall negotiate and reach agreement on the local performance measures as described in section 136 (c) of the Act.
- (7) The LWIB and the CEOs will make available to the public, on a regular basis, information regarding the activities of the LWIB and the CEOs related to the implementation of the Workforce Investment Act in the LWIA.
- (8) A LWIB may provide core services described in section 134 (d)(2) or intensive services described in section 134(d)(3) through a one-stop delivery system described in section 134(c) or be designated or certified as a one-stop operator only with the agreement of the CEOs and the Governor.
- (9) There shall be established, as a sub-group within each LWIB, a youth council appointed by the local board, in cooperation with the CEOs.
- (10) Any other duty as mandated by the Act, or necessary to the implementation of the Act, in the LWIA legally allowable under the Act.

The CEOs understand and take these responsibilities seriously. It is the understanding of the CEOs that their involvement in this act is vital to the implementation of the Act in the LWIA. The CEOs intend to take an active role in this process.

CEO Designee Authorized to Act in Behalf of the CEO:

Under Section 117 (d)(3)(B)(i)(II) of the act, the CEOs, "in order to assist in the administration of the grant funds", are given the authority to "designate an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent". The CEOs realize the importance of designating an agent that has past experience and has an excellent record in fiscally maintaining such funding. The CEOs of the LWIA have

chosen to name Western Arkansas Planning and Development District, Inc (WAPDD) as the grant sub-recipient/local fiscal agent.

Title I of the WIA state funds are to be used to provide core services, intensive services and training service to adults, dislocated workers and youth within the LWIA. The CEOs recognize the importance of these services and the potential liability issues that are raised if these services are not conducted correctly. For example, if the intake process is not done correctly, a person could be certified that does not qualify or be denied access to services for which they qualify. This could be a major liability for the CEOs. It is vital that these services are conducted correctly.

In response to this concern, the CEO's agree to support SWAPDD's effort in providing these core and intensive services applicable to Title I of WIA. Training service will be contracted out to approved training providers (ie, community/technical colleges, other training providers, etc). The CEO's also support SWAPDD as the regional one-stop operator. The one-stop operator will provide guidance and oversight to the regional one-stop system.

Description of How CEOs plan to Share Responsibility for Misused Funds:

WAPDD has been named as the sub-grant recipient/local fiscal agent. WAPDD shall purchase such insurance as is necessary to indemnify itself and the CEOs from any liability which may attach due to its acting as the sub-grant recipient/local fiscal agent

Joint CEOs/LWIB Responsibilities in Conducting Oversight of Local WIA Programs:

The CEO partnership agreement with the LWIB shall be signed by the chairpersons of the respective bodies, and shall be in accordance with the Act. This agreement will address the responsibilities in conducting oversight by the CEOs/LWIB of the local WIA programs. That agreement shall be Attachment III to this agreement. The agreement shall be completed following the appointment of the LWIB by the CEOs and within 60 days following notification of the certification of the LWIB by the Governor.

Specific Time Period of the CEO Agreement and the CEO/LWIB Agreement:

Both the CEOs Agreement and the CEOs/LWIB Agreement will be in effect for the life of the Act. This agreement may be amended at the majority recommendation of the CEOs.

This amended CEO Agreement was approved at the CEO meeting on January 11, 2001.

The Honorable Frank Scroggins, CEO Chairman
Lafayette County Judge

Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

Revisions to the CEO Agreement were approved at the CEO meeting on January 11, 2001. The CEOs agree to the terms represented in this agreement as attested to by their signature on this document.



The Honorable Frank Scroggins
Lafayette County Judge

Date

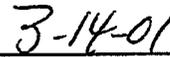
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The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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The Honorable Wallace Martin
Hempstead County Judge



Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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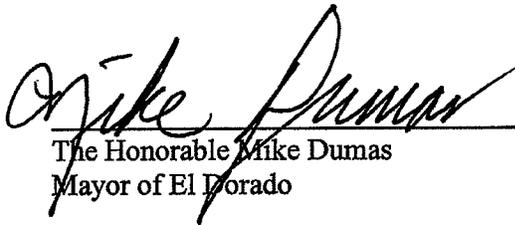
Lane Jean
The Honorable Lane Jean
Mayor of Magnolia

3-14-01
Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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The Honorable Mike Dumas
Mayor of El Dorado

3-14-01
Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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The Honorable Dick Tallman
Sevier County Judge

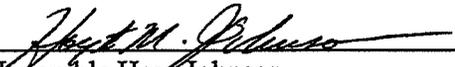
14 Mar 01

Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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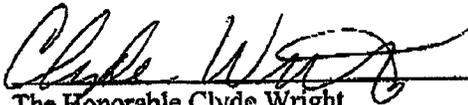
The Honorable Hoyt Johnson
Mayor of Ashdown

Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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The Honorable Clyde Wright
Little River County Judge

3/5/02
Date

MAR 2 2001

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

Revisions to the CEO Agreement were approved at the CEO meeting on January 11, 2001. The CEOs agree to the terms represented in this agreement as attested to by their signature on this document.



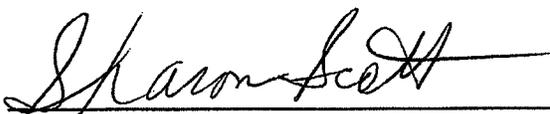
The Honorable Sam Jones
Calhoun County Judge

2-28-01
Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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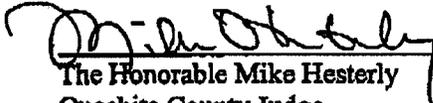
The Honorable Sharon Scott
Mayor of Thornton

2/23/2001
Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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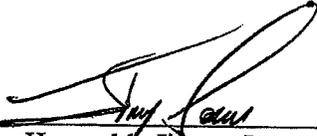
The Honorable Mike Hesterly
Ouachita County Judge

2-21-01
Date

**Chief Elected Officials Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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The CEOs agree to the terms represented in this agreement as attested to by their signature on
this document.



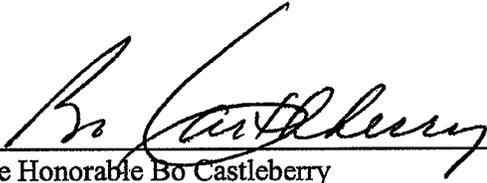
The Honorable Jimmy Jones
Dallas County Judge

2/22/01
Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

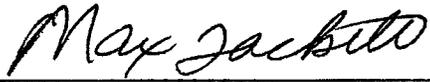
Chief Elected Official Signature Form

Revisions to the CEO Agreement were approved at the CEO meeting on January 11, 2001. The CEOs agree to the terms represented in this agreement as attested to by their signature on this document.



The Honorable Bo Castleberry
Mayor of Nashville

2-22-01
Date



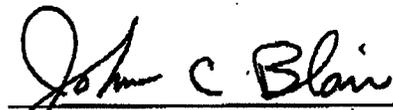
The Honorable Max Tackett
Howard County Judge

2-22-01
Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

Revisions to the CEO Agreement were approved at the CEO meeting on January 11, 2001. The CEOs agree to the terms represented in this agreement as attested to by their signature on this document.



The Honorable John Blair
Columbia County Judge

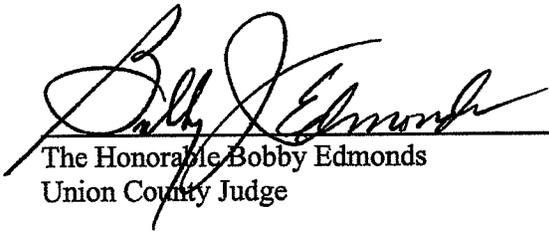
2/26/01

Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

Revisions to the CEO Agreement were approved at the CEO meeting on January 11, 2001. The CEOs agree to the terms represented in this agreement as attested to by their signature on this document.



The Honorable Bobby Edmonds
Union County Judge

2/23/01
Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

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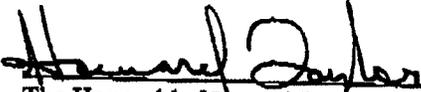
The Honorable James Roy Brown
Nevada County Judge

2/21/01
Date

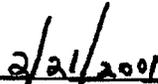
**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

Revisions to the CEO Agreement were approved at the CEO meeting on January 11, 2001. The CEOs agree to the terms represented in this agreement as attested to by their signature on this document.



The Honorable Howard Taylor
Mayor of Prescott

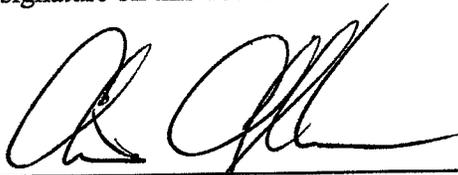


Date

**Chief Elected Official Agreement
The Workforce Investment Act
Southwest Arkansas Workforce Investment Area**

Chief Elected Official Signature Form

Revisions to the CEO Agreement were approved at the CEO meeting on January 11, 2001. The CEOs agree to the terms represented in this agreement as attested to by their signature on this document.



The Honorable Chris Claybaker
Mayor of Camden



Date

BY-LAWS
For the
SOUTHWEST ARKANSAS
WORKFORCE INVESTMENT BOARD

Article I: Legal Authority/Powers/Functions of the Board of Directors

Section 1: *Legal Authority*

The Southwest Arkansas Workforce Investment Board is organized under the provisions of Arkansas Act 1125 of 1999, United States Public Law 105-220, Workforce Investment Act of 1998, and the rules and regulations established under these statutes by the Arkansas Workforce Investment Board.

Section 2: *Powers of the Board of Directors*

The Southwest Arkansas Workforce Investment Board shall have the powers and responsibilities as provided by Arkansas Act 1125 of 1999 specifically designed for Regional Workforce Investment Boards through its authority, procedures and policies.

Section 3: *Functions*

The primary functions of the Southwest Arkansas Workforce Investment Board are:

Para A: to set policies for effective and efficient use of Workforce Investment resources;

Para B: to appoint a program agent for the Board of Directors;

Para C: to function as an oversight Board on all fiscal and programmatic matters;

Para D: to carry out other assigned functions as per Section 1: *Legal Authority*, and Section 2: *Powers of the Board of Directors*.

**Article II: Appointment of the Board of Directors
Of the Southwest Arkansas Workforce Investment Board**

Section 1: *The Role of the Chief Elected Officials*

Members of the Southwest Arkansas Workforce Investment Board are appointed by the Chief Elected Officials of each county of the region in a manner prescribed by law.

Section 2: *Geographic Makeup of the Board of Directors*

There shall be representation on the Board of Directors from each county in the Southwest Arkansas Workforce Investment Area. The counties represented are: Calhoun, Columbia, Dallas, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Ouachita, Sevier, and Union. Representation shall be determined by statute and the procedures and policies of the Arkansas Workforce Investment Board. The Board of Directors shall serve at the pleasure of Chief Elected Officials.

Section 3: *Assurances of Private Industry Majority*

Membership on the Board of Directors will be at least 51% of representation from private business and industry in the region.

Section 4: *Assurances of Minority Representation*

In order that a broad cross section of the population of the region is represented on the Board of Directors, the Board will assure that all state and federal policies governing the makeup of the Board of Directors conscientiously adhere to the following representation:

Para A: *Women Representation*

The Board of Directors shall encourage Chief Elected Officials to assure that women are represented on the Board of Directors from both the private industry sector and other sectors of the region.

Para B: *Racial/Ethnic Representation*

The Board of Directors shall encourage Chief Elected Officials to appoint racial and ethnic minorities to the extent that there is adequate representation from all groups considered.

Para C: *Potential Client Groups*

The Board of Directors shall encourage representation from potential client groups and/or client serving organizations.

Article III: *Terms of Office*

Section 1: *Total Number of Directors*

The Board of Directors shall be made up of Directors appointed by the Chief Elected Officials and representing each county in the service region.

Section 2: *Staggered Terms of Office*

At the first regularly scheduled meeting of the Southwest Arkansas Workforce Investment Board of Directors after the adoption of the By-Laws, each member present shall draw lots to determine their term of office. Those members not present at this meeting shall have their terms of office drawn by the Chairperson of the Board of Directors. Terms of Office shall be: One-third of the members shall draw 1 year terms; one-third of the members shall draw 2 year terms; and one-third of the members shall draw 3 year terms. After the first 1-year term, one-third of the membership shall complete their terms at the pleasure of the Chief Elected Officials. Each member of the Board of Directors, after completing his/her first term, shall be subject to reappointment, at the pleasure of the Chief Elected Officials, for a 3-year term.

Section 3: *Forfeiture of Office*

Any member of the Southwest Arkansas Workforce Investment Board shall forfeit his/her office upon the conviction of a felony.

Members who fail to attend two consecutive regularly scheduled meetings of the Board of Directors, excluding committee meetings and special meetings, shall be notified by the Chairperson that forfeiture of office is in danger. Upon the third consecutive absence, the Chairperson shall notify the member and the chief elected official appointing the member that the position has been forfeited. The executive committee may waive forfeiture of office in extreme cases that are beyond the control of the board member.

Section 4: *Resignation of a Board Member*

A member of the Board of Directors may resign his/her position upon written notice to the Chairman of the Board of Directors. The Chairman shall notify the chief elected official of the resignation and request an appointment to fill the unexpired term. The appointment must follow

the guidelines set forth in these By-Laws and all appropriate statutes, policies, and procedures of the Arkansas Workforce Investment Board.

Article IV: Organized Leadership of the Board of Directors

Section 1: Selection of Leadership/Election of Officers

Officers of the Board of Directors shall be selected by a vote of the Board of Directors with a quorum present at the meeting designated as the Annual Meeting. Officers shall serve a 2-year term of office.

Section 2: Chairperson

The Chairperson must be a representative of Business and Industry and shall preside over all regularly and specially called meetings of the Board of Directors. The Chairperson shall set the agenda for the meetings as prescribed by the By-Laws. The Chairperson shall appoint all standing, ad hoc, and special committees from the membership of the Board of Directors and assure a representative from the program administrator or the fiscal administrator is present at all committee meetings as a resource person. The resource person shall act as secretary for the committee. It is the prerogative of the Chairperson to appoint the chair of each committee or to allow the committee to select a chair from its membership.

Section 3: Vice-Chairperson

The Vice-Chairperson must be a representative of Business and Industry and shall assume the role of acting chairperson at meetings when the chair is unavailable to attend. In the event the Chairperson is unable to continue in office, the Vice Chair shall become the Chairperson until the next regularly scheduled Annual Meeting. The Vice Chair carries out other duties as assigned by the Chair.

Section 4: Secretary

The secretary may be elected from the Board of Directors, or by a vote of the Board of Directors, or be appointed by the Chairperson from the fiscal or program administrator.

Section 5: Appointment of Committees and Committee Chairs

The Chairperson as per Article IV, Section 2 of the By-Laws, shall appoint committees of the Board of Directors.

Para A: Standing Committees

There shall be standing committees of the Board of Directors that will include, but not limited to the following:

1. Executive Committee
2. Assessment and Strategic Planning Committee
3. Program Approval Committee
4. Performance and Quality Assurance Committee
5. Outreach and Communications Committee

Executive Committee

The Executive Committee shall consist of the Chairperson, Vice Chairperson, Secretary, and the Chairperson of each of the standing committees, the CEO representing Title I WIA Programs, and a Youth Council Member that is also a member of the Board of Director's. To ensure Private Sector majority on the Executive Committee, additional members shall be appointed by the Chairperson of the Board of Director's.

The Executive Committee shall assist the Chairperson in setting the agenda for regularly scheduled meetings. It shall review and approve reports from standing, ad hoc, and special committees. It shall act on behalf of the Board of Directors between regularly scheduled meetings. Decisions of the Executive Committee are subject to approval by the Board of Directors at the next regularly scheduled meeting of the Board. The minutes of the Executive Committee must be received and approved by the Board of Directors.

The Executive Committee shall review and certify a list of provider organizations in accordance with the By-Laws, state and federal guidelines, and appropriate statutes.

The Executive Committee shall publish a list of criteria providers must demonstrate they can meet before being selected as a certified provider of services for the region.

Assessment and Strategic Planning Committee

The Assessment and Strategic Planning Committee shall work with the fiscal and program agents to develop a regional workforce plan and annual statement of work. This committee will receive regular financial reports.

The Assessment and Strategic Planning Committee shall assess data and instruments for the collection of information to determine the workforce development needs of the region, and shall review and recommend the Strategic Plan for the region.

Program Approval Committee

The Program Approval Committee's central responsibility is to review and recommend approval of RFP generated proposals.

The Program Approval Committee shall assure funded projects are cost effective and have the potential of meeting stated outcomes.

The Program Approval Committee will assure the Board of Directors the provider was certified by the Executive Committee.

Performance and Quality Assurance Committee

The Performance and Quality Assurance Committee shall review all status reports and on site staff evaluations of programs funded through the Southwest Arkansas Workforce Investment Board.

The Performance and Quality Assurance Committee working with the Program Administrative Agent shall recommend to the Executive Committee and the Board of Directors areas for program improvements, excellence, and termination of programs.

The Performance and Quality Assurance Committee shall recommend criteria for determination and award of excellence in performance, termination of program, and areas of improvement.

Outreach and Communications Committee

Outreach and Communications are a vital part of the WIA process. It is imperative that existing and potential WIA customers, schools, training providers, business, industry and the general public be aware of WIA and how it can benefit the whole region.

The Outreach and Communications Committee is responsible for developing a clear, simple message for the target audiences. The Committee will develop a long-term communications/outreach mission statement, evaluate and recommend communications strategies, avenues of communication, timetables and communication materials with a consistent message and theme.

The Committee will develop feedback mechanisms that periodically measure the effectiveness of communication/outreach methods and strategies in order to continuously improve them and report back to the Board on a regular basis.

Para B: *Ad Hoc Committees:*

The Chairperson of the Board of Directors may from time to time appoint ad hoc committees to carry out a limited function for a short period of time.

Para C: *Special Committees:*

The Chairperson of the Board of Directors, with the concurrence of the Executive Committee, shall appoint special committees to carry out selected functions. Special Committees are usually those that are appointed for duties that will take a year or more to carry out. Among the Special Committees shall be a Youth Council Committee, and a One-Stop Committee.

Article V: Meetings of the Board of Directors

Para A: *Regularly Scheduled Meetings*

There shall not be less than four regularly scheduled meetings of the Board of Directors each fiscal year (July 1st – June 30th). The Chairperson shall issue a calendar of regularly scheduled meetings on the first day of each fiscal year.

Para B: *Special Meetings*

The Chairperson of the Board of Directors, with the concurrence of the Executive Committee, shall call special meetings of the Board of Directors at times when the matter to be presented is urgent and must be addressed prior to the next regularly scheduled meeting.

Para C: *Annual Meeting*

One regularly scheduled meeting each year shall be designated as the Annual Meeting. This meeting shall consist of annual reports from the Standing Committees, the Program Agent, Fiscal Agent and approval of such reports for the record of the Board of Directors.

Para D: *Notice of Meetings*

Notice of all regularly scheduled and special meetings of the Board of Directors shall be published in area news media sufficient to give notice to the public that such a meeting is to be conducted. Open meeting rules shall be adhered to when publishing notices.

Para E: *Assurance of Open Meetings*

The Board of Directors shall establish policies and procedures to assure all meetings of the Board of Directors shall be open to the public and, when appropriate, time set aside for public comment on items before the Board. The Board of Director will abide by all Freedom of Information (FOI) laws.

Para G: Order of Business

Regularly scheduled and special meetings shall follow the order of business below:

- A. Member sign-in and roster announced by the Chair*
- B. Quorum declared and correspondence and other housekeeping items introduced
Introduction of guests*
- C. Action on the minutes of the previous regular and special meetings*
- D. Report of the Chairperson*
- E. Receive Financial Report*
- F. Other reports as needed or required from the Administrative Entity or committees*
- G. Action items presented and voted upon*
- H. Old business not concluded*
- I. New business/items from the floor*
- J. Announcement of committee meeting dates and next regularly scheduled board meeting*
- K. Call for motion to adjourn until the next meeting*

Para H: Rules of Conduct for All Board and Committee Meetings

In addition to any rules indicated in these By-Laws, the Roberts Rule of Order shall prevail.

The Chairperson may appoint a temporary or permanent parliamentarian, should the need arise.

Para I: Quorum

A quorum to conduct official business shall consist of not less than eleven (11) of the active members of the Board of Directors.

Para J: *Proxy Votes*

In order to vote on any motion before the Board of Directors, the member must be present or available through direct telecommunications. *There shall be no proxy votes.*

Para K: *Conflict of Interest*

No member of the Board of Directors shall cast a vote on, nor participate in any decision making capacity on (a) the provision of services by such member (or any organization which that member directly represents), nor on (b) any matter in which the member has an interest or which would provide any direct financial benefit to that member or his/her immediate family.

Abstention, by a member of the Board of Directors, from participation in discussion or voting on any matter will be recorded in the minutes.

Article VI: *Relationships with the Public*

The Chairperson or his/her designee is the only official voice of the Board of Directors. The Chairperson or the designee is the official communicator for the Board of Directors in speaking to the media on issues before the Board.

Official contacts with the press or media are the responsibility of the Board Chair or a person designated by the Chairperson to officially speak for the Board.

All Board Member contacts with the media should be made as a private person speaking on his/her own behalf and not representing the Board of Directors.

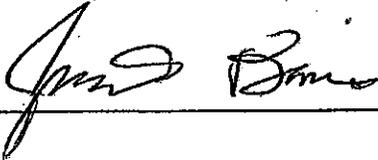
Article VII: *Reimbursement for Board Members*

The Executive Committee shall establish policies and procedures to recommend to the Board of Directors for reimbursement of ordinary expenses when carrying out the official duties of the Board.

All policies and procedures shall conform to the laws of the State of Arkansas and any and all state and federal guidelines addressing reimbursement of expenses for public Board Members.

Article VIII: Amendments to By-Laws

These By-Laws may be amended, revised, or repealed at any regularly scheduled meeting of the Board of Directors by an affirmative two-thirds vote, *providing the amendment or repeal is specifically stated in writing and received by the Board Members through first class mail seven (7) days prior to the regularly scheduled Board Meeting.*



Chairman

Southwest Arkansas Planning and Development District, Inc.

GRIEVANCE / COMPLAINT PROCEDURES

For WIA Clients

Who May File a Non-Criminal Complaint and When to File:

Any person or organization alleging a violation of the Act, regulations, grant agreement, or other agreement regarding the administration of WIA Programs may file a non-criminal complaint. A complaint must be filed within 90 days (180 days if it is a discrimination complaint) of alleged violation with the following agency.

Director of WIA Services
WAPDD, Inc.
P.O. Box 2067
Fort Smith, AR 72902

Any person or organization alleging a violation of the nondiscrimination and equal opportunity provisions of WIA Section 188.29 CFR Part 37 or the One Stop Delivery System should file a non-criminal complaint. The complaint must be filed with the following agency:

One Stop Operator
SWAPDD Inc.
P.O. Box 767
Magnolia, AR 71754

How to File a Non-Criminal Complaint (Content of the Complaint):

Each complaint must include a statement disclosing whether proceedings involving the subject of the request have been commenced or concluded before any federal, state, or local authority and, if so, the date of the commencement or conclusion, the name and address of the authority and the style of the case, and the provisions of the Act, regulations, grant, or other agreements under the Act believed to have been violated.

Upon receipt of a grievance, the appropriate respondent representative shall send acknowledgment of the grievance by certified mail, return receipt requested. The acknowledgment of receipt of the grievance shall outline the steps to be taken to resolve the matter, notify all parties of the right to request a hearing, advise of attempt to reach an informal resolution, and provide a synopsis of issues to be decided.

Administrative Fact-Finding Investigation:

If a hearing is not requested, the appropriate official shall conduct an administrative fact-finding investigation. The investigation shall include opportunities for all parties to submit an in-depth position statement, including documentary supportive data and/or records, access to a review of appropriate official records, interview of principal parties, and an opportunity for all parties to offer rebuttal to information received, and a written decision. Written decisions, resulting either from a hearing or an administrative fact-finding investigation, shall be issued within 60 days from the date the complaint was received by the respondent representative.

Written decisions shall be sent by certified mail, return receipt requested, and must contain the following: a statement assuring all steps included in the grievance procedure have been adhered to in accordance with provision of the Act, remedies being offered, if appropriate, summary, and advisement of the right to appeal the decision, by request, for review and/or hearing by the State, as appropriate.

Hearing Procedures:

The following hearing procedures shall apply to grievances at the local level. The administrative hearing shall be informal. Technical rules of evidence shall not apply to hearings conducted pursuant to these procedures. Hear-say evidence shall be admissible at the discretion of the hearing officer.

Hearings shall be held at a time and place determined by the hearing officers upon reasonable notice to the parties and the witnesses in selecting a place for the hearing.

The party requesting the hearing shall have the burden of establishing the facts and the entitlement to relief requested. The hearing procedure shall include: written notice of the date, time, and place of the hearing; the manner in which it will be conducted and the issues to be decided; opportunity to be represented by an attorney or other representative of the complainant's choice, opportunity to bring witnesses and documentary evidence.

The appropriate respondent representative shall cooperate in making available any persons under their control or employ to testify if these persons are requested to testify by the complainant to release requested documents relevant to the issue; and allow opportunity to question any witness of parties; ensure the rights to an impartial hearing examiner; keep a verbatim record of the proceeding; and issue a written decision by the hearing examiner.

This system provides that a hearing shall be conducted within 60 days of receipt of a grievance if requested by the grievant.

The remedies that may be imposed for a violation of any requirement may include: suspension or termination of payments under WIA Title I; prohibition of placement of a participant with an employer that has violated any requirement under WIA Title I; where applicable, reinstatement of an employee, payment of lost wages and benefits, and reestablishment of other relevant

terms, conditions and privileges of employment and, where appropriate, to the other equitable relief.

If the grievant does not receive a decision at the local level within 60 days or receives a decision which is unsatisfactory, the grievant has a right to request a review of his or her grievance by the State. Appeals must follow the Grievance and Appeals Procedures of the Arkansas Workforce Investment Board.

Certain grievances and complaints may be filed directly with the Arkansas Workforce Investment Board or with the U.S. Department of Labor. Information concerning these circumstances is also available in the State Grievance and Appeals Procedure.

Notification of No Jurisdiction:

The recipient of the complaint must notify, in writing, immediately upon determining that it does not have the jurisdiction over a complaint that alleges a violation of the Non-Discrimination and Equal Opportunity provision of WIA. Complaints of discrimination will be handled in accordance with the WIA §188(b), and the Department of Labor's nondiscrimination regulations implementing that section.

Questions about or complaints alleging violation of the nondiscrimination provisions of WIA §188 may be mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue, NW, Washington, DC 20210. Nothing in this procedure precludes a grievant or complaint from pursuing a remedy authorized under another federal, state, or local law.

Note: The SWAPDD Grievance/Complaint Procedures for WIA Clients is subject to change at any time in response to changes and revisions to State and Federal laws and regulations.

January 30, 2007

Name of EDD: Southwest Arkansas Planning & Development District, Inc.

Name of Board Member	Sector 1 (Private Sector)	Sector 2 (Executive Director, or Chairperson of Commerce, Representative of Institution(s) of Post-Secondary Education, Representative of Workforce Development Group(s), Representative of Labor Group(s))	Sector 3 (Elected official and/or employee of a general purpose unit of State, local, or Indian tribal Government who has been appointed to represent the government)	Occupation(s)/Profession(s)
1 Floyd Nutt			X	County Judge
2 Phillip Swofford			X	Mayor
3 Alberta James		X		Director of Agriculture Cooperative Extension Service -
4 Dorothy Ware			X	Quorum Court Member
5 Larry Atkinson			X	County Judge
6 Parnell Vann	X		X	Mayor and Business Owner
7 Beverly Thomas			X	County Judge Assistant
8 Jimmy Jones			X	County Judge
9 John McNichol			X	Mayor
10 Walter Hawkins	X		X	IP- Forestry & Quorum Court Member
11 Wallace Martin			X	County Judge
12 Dennis Ramsey	X		X	Mayor & President of Summit Bank
13 Floyd Young Jr.		X		University of AR Community College @ Hope
14 Don Fuller	X			Business Owner
15 Kevin Smith			X	County Judge
16 Billy Ray Jones	X			Mayor and Business Owner
17 Tim Freel	X			Executive Director Howard Co. Children & Adult Center

Name of EDD: Southwest Arkansas Planning & Development District, Inc.

Name of Board Member	Sector 1 (Private Sector)	Sector 2 (Executive Director of Chambers of Commerce; Representative of Institution(s) or Post-Secondary Education; Representative of Workforce Development Group(s); Representatives of Labor Council)	Sector 3 (Elected official and/or employee of a general purpose unit (State, Local, or Indian Tribal Government) who has been appointed to represent the government)	Occupation(s)/Profession(s)
18 Terry Bolton			X	County Judge
19 Jimmy Alexander			X	Mayor
20 David Beatty	X			David Beatty Law Firm
21 Clayton Castleman			X	County Judge
22 Carroll McLarty			X	Mayor
23 Barbara Horn	X		X	Horn Insurance & State Senator
24 Charles Henderson	X			Employee of Domtar Paper Co.
25 Larry Burgess			X	Retired Military and County Judge
26 Wayne Smith			X	Mayor
27 Martha Franklin			X	Retired
28 Mark Glass			X	County Judge
29 Terry Oliver			X	Mayor
30 Mary Godwin		X		Executive Director Chamber of Commerce
31 Mike Hesterly			X	County Judge
32 Chris Claybaker			X	Mayor
33 James L. Sillman			X	Local Business Owner & Executive Director - Camden

Name of EDD: **Southwest Arkansas Planning & Development District, Inc.**

Name of Board Member	Sector 1 (Private Sector)	Sector 2 (Executive Director of Chambers of Commerce; Representative of Institution(s) of Post-Secondary Education; Representative of Workforce Development Group(s) Representing Small Business Group(s))	Sector 3 (Elected official and/or employee of a general purpose unit of State, Local, or Indian Tribal Government who has been appointed to represent the government)	Occupation(s)/Profession(s)
34 Greg Ray			X	County Judge
35 Billy Ray McKelvy			X	Mayor
36 Debra Assimminni	X			Dentist
37 Mike Lofton			X	County Judge
38 Frank Hash			X	Mayor
39 Lois Meekins		X		Retired Education

BY-LAWS OF THE
SOUTHWEST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT, INC.

Section 1. Eligibility for Membership to District

Sufficient action establishing intent to join said District shall be such action as is required by the local laws of the governing body of each county, and also as may be required by applicable state law for inter-county organizations.

Section 2. Committees

There are hereby created two committees which shall be known as the Finance Committee and the Strategy Committee. The chairmen of these committees shall be appointed by the Chairman of the Board of Directors. The membership of the committees shall be made up of persons appointed by the Board Chairman.

The provisions set forth in Section 5 paragraph A (and paragraph B) (2) relating to special meetings of the Board of Directors shall be applicable to the meetings of these committees.

Section 3. Budget and Sharing of Costs of District

The District Finance Committee shall adopt an annual budget. The member counties shall pay annually to the District budget a fair share on a pro-rata basis. The share of each county shall be on the basis of the total population of each county @ 15¢ per capita. Each incorporated town of 1000 population and above shall pay annually to the District 15¢ per capita as of the preceeding official census.

Failure to pay such assessment by any member within ninety days of receiving notice from the District of its being due shall be grounds for revocation of membership in the District of the delinquent member.

Section 4. Length of Terms of Members of Board of Directors

The terms of the members of the Board of Directors shall be as follows:

County Judge - Term of office
Mayor - One year
Member at Large - Will and pleasure of County Judge
Minority - One Year

Bi-Laws Cont'd.

Section 5. Meetings

A. Annual meetings of the membership shall be held at a place within the District designated by the Board of Directors. A notice setting out the time and place of such annual meeting shall be mailed, postage prepaid, to each member on record at his address as the same appears, at least ten days prior to the annual meeting.

B. Meetings of the Board of Directors shall:

1) Take place at least once a month, or

2) On call of the President.

C. Said meetings shall be on a regularly scheduled day each month, except that any specially called meetings shall require at least five days written notice to the members of the Board of Directors.

Section 6. Quorum

A quorum shall be present at any meeting of the general membership's Board of Directors with the presence of twelve members representing not less than six counties present.

Section 7. Vote Required for Action by Board of Directors

Any action of the Board of Directors may be taken by a simple majority vote of the Board with a quorum present.

Section 8. Election of Officers

The officers shall be elected by the membership of the Board of Directors and shall have the indicated duties:

A. President/Chairman: The chairman shall preside at all meetings of the Board of Directors and shall perform such other duties as may be assigned to him by action of the Board of Directors.

B. 1st Vice President: In the event of the absence or inability of the chairman, the 1st Vice President shall act as chairman.

C. 2nd Vice President: In the event of the absence or inability of the 1st Vice President, the 2nd Vice President shall act as chairman.

Bi-Laws Cont'd.

- D. Secretary/Treasurer: The Secretary/Treasurer shall (a) keep minutes of the proceedings of the Board of Directors in appropriate books provided for that purpose; (b) see that all notices are duly given as required by law, regulation or the By-Laws of the District; and (c) in general, perform all the duties incident to the office of secretary and such other duties as may be assigned or delegated to him by the chairman, the Board of Directors.

He shall also (a) have general charge and custody of and be responsible for all funds of the District, deposit all monies received in the name of the District, in such banks, or other depository as may be designated by the Board of Directors; (b) keep correct and complete books and records of account; and (c) perform such other duties as may be assigned to him by the Board of Directors.

- E. Said officers shall provide such bond as may be required by the Board of Directors.

Section 9. Requirements for Periodic Reports

No less than once annually, the Board of Directors shall make comprehensive reports and shall have such reports prepared as may be required by Federal, State or Municipal law or regulation as may be required other than under these Articles of Incorporation and By-Laws.

Section 10. Obligation for Dues on Withdrawal or Admission

In the event of withdrawal by a member from the District said member shall be entitled to no return of any annual dues or portion thereof, hitherto paid; in the event of admission of a new member during the fiscal year, said new member shall pay a pro rata share of the annual dues required for the balance of the fiscal year yet remaining.

Section 11. Publication of Proceedings

The Minutes of the Meetings of the Board of Directors shall be recorded as required for local government units by the laws of the State of Arkansas.

Section 12. Fiscal Year

- A. The Fiscal Year for the District shall be July 1 - June 30

Bi-Laws Cont'd.

B. It shall be the duty of the Board of Directors to designate a depository as may be deemed proper.

Section 13. Rules for Parliamentary Procedure

Robert's Rules of Order shall govern on all matters of parliamentary procedure.

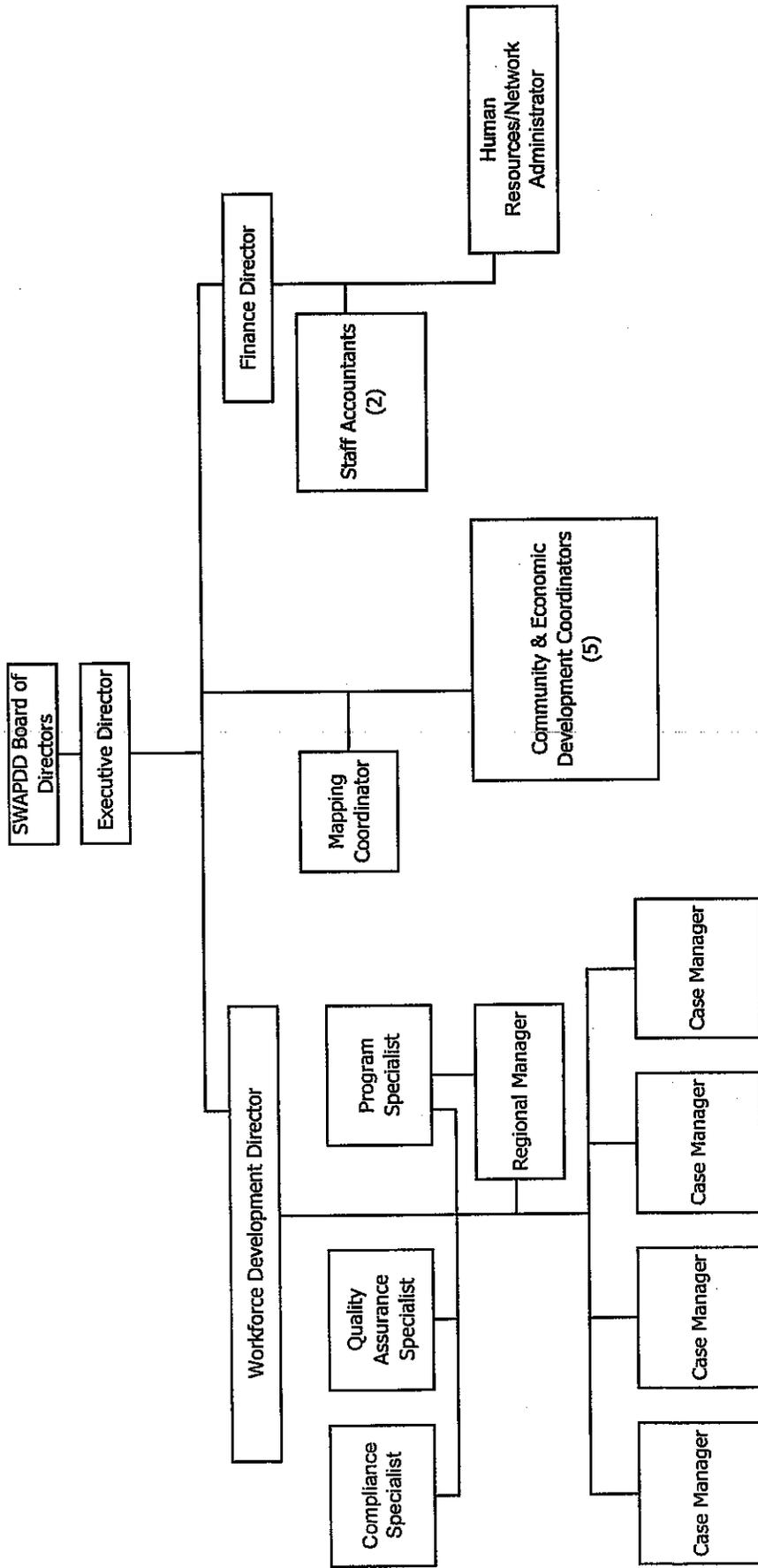
Section 14. Number of Votes for each Member

Each member present shall be entitled to one vote. Vote by proxy is authorized.

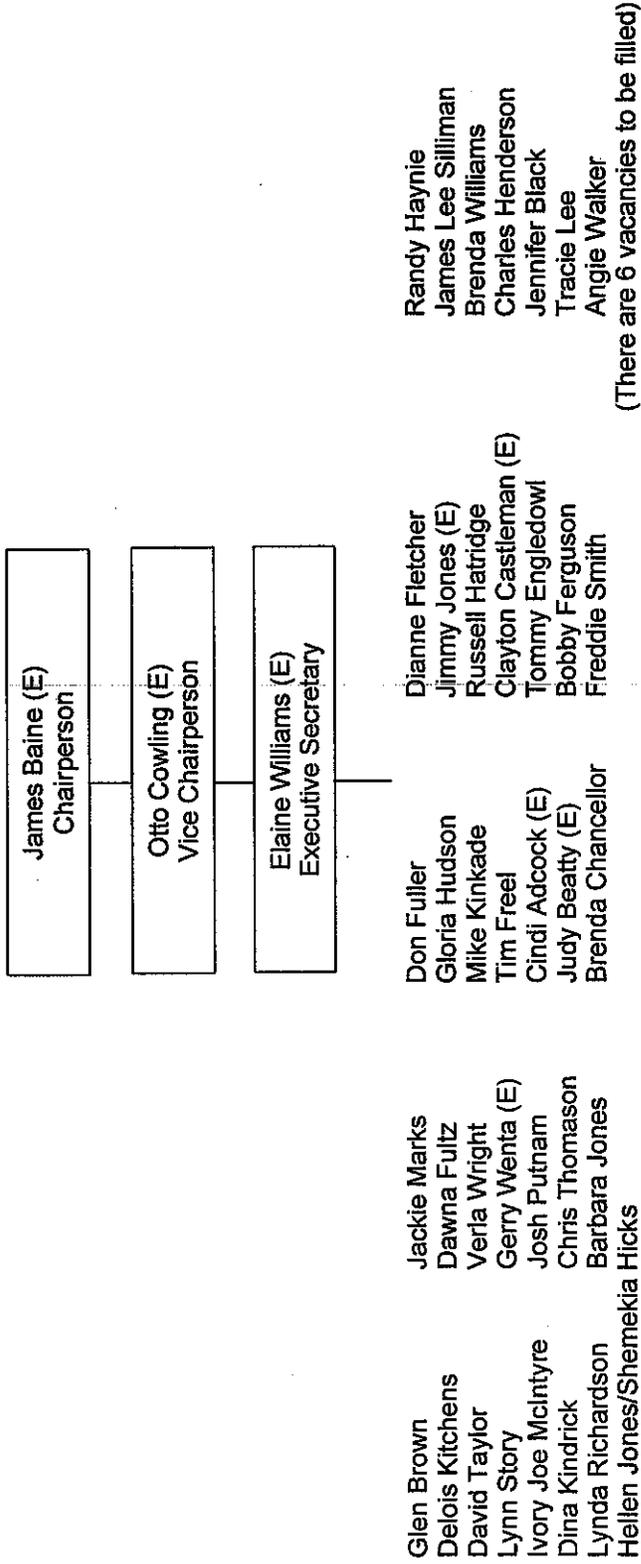
Section 15. Compensation

Each member shall receive no compensation for attendance at any meeting of the membership, and shall receive no other salary or compensation for his service as a member of the corporation other than reimbursement of actual expenses incurred.

**Southwest Arkansas Planning & Development District, Inc.
Organizational Chart for Fiscal Year 2012-2013**



Southwest Arkansas Workforce Investment Board



(E) Denotes Executive Committee Members

**WESTERN ARKANSAS PLANNING AND DEVELOPMENT DISTRICT, INC.
BOARD OF DIRECTORS
2012**

CRAWFORD COUNTYCRAWFORD COUNTY

The Honorable John Hall
Crawford County Judge
300 Main Street - Room 4
Van Buren, AR 72956
Phone: 474-1511 (1/07)
FAX: 471-3201
county.judge@crawford-county.org

Mr. DeWite Deshazo
8832 Hobbtown Road
Rudy, AR 72952
479-474-8995 (11/07)
479-651-0403 mobile

Mrs. Lyn Miller
P.O. Box 6043
Van Buren, AR 72956
479-474-1153
479-806-5111--mobile (11/07)
FAX: 474-2627

CITY OF ALMA

The Honorable John Ballentine
Mayor of Alma
811 Fayetteville Avenue
Alma, AR 72921
632-4110 (10/93)
FAX: 632-4508 Cell: 650-8856

CITY OF VAN BUREN

The Honorable Bob Freeman
Mayor of Van Buren
1003 Broadway
Van Buren, AR 72956
474-1541 (1/07)
FAX: 471-5010
bfreeman@vanburencity.org

Jackie Krutsch, Exec. Dir.
Van Buren Chamber of Commerce
510 Main Street
Van Buren, AR 72956
474-2761 (11/07)
FAX: 474-6259
Mobile: 651-7274
jackie@vanburenchamber.org

CITY OF MULBERRY

The Honorable Gary Baxter
Mayor of Mulberry
P.O. Box 448
Mulberry, AR 72947
997-1321 (1/11)
FAX: 997-1232
mayor@cityofmulberry.org

FRANKLIN COUNTYFRANKLIN COUNTY

The Honorable Joe Powell
Franklin County Judge
211 West Commercial
Ozark, AR 72949
667-4726 (1/75)
FAX: 667-2234

Mr. Gary Briley
P.O. Box 103
Ozark, AR 72949
667-2343 (4/89)

CITY OF CHARLESTON

The Honorable Sherman Hiatt
Mayor of Charleston
P.O. Box 426
Charleston, AR 72933
965-2269 (1/91)
FAX: 965-9980

**WAPDD BOARD OF DIRECTORS
PAGE 2**

FRANKLIN COUNTY CONTINUED

CITY OF OZARK

The Honorable Carol Sneath
Mayor of Ozark
P.O. Box 253
Ozark, AR 72949
667-2238 (1/11)
FAX: 667-4515/ozarkmayor@centurytel.net

LOGAN COUNTY

LOGAN COUNTY

The Honorable Gus Young
Logan County Judge
25 West Walnut Street
Paris, AR 72855
963-3601 (1/09)
FAX: 963-2590

Mr. Joe Earp
66 West 6th Street
Booneville, AR 72927
479-675-6436 or 206-1310 (1/87)
janddearp@centurytel.net

VACANT POSITION

CITY OF BOONEVILLE

The Honorable Jerry Wilkins
Mayor of Booneville
497 East Main; Suite A
Booneville, AR 72927
675-3811 (1/03)
FAX: 675-3636

CITY OF PARIS

The Honorable Daniel Rogers
Mayor of Paris
P.O. Box 271
Paris, AR 72855
963-2450 (1/11)
FAX: 963-3807

POLK COUNTY

POLK COUNTY

The Honorable Brandon Ellison
Polk County Judge
507 Church Street
Mena, AR 71953
479-394-8133 (1/11)
FAX: 394-8135/polkcojudge@sbcglobal.net

CITY OF MENA

The Honorable George "Lynn" McKee
Mayor of Mena
520 Mena Street
Mena, AR 71953
479-394-4585 (1/07)
FAX: 394-5411

Rick Lanman
520 Mena Street
Mena, AR 71953
479-394-4077 (6/08)
FAX: 479-394-2407
manager@menaairport.com

SCOTT COUNTY

SCOTT COUNTY

The Honorable James Forbes
Scott County Judge
190 West 1st Street; Box 1
Waldron, AR 72958
637-2155 (1/07)
FAX: 637-4199
scottcountyjudge@yahoo.com

**WAPDD BOARD OF DIRECTORS
PAGE 3**

FAX: 784-2430

CITY OF WALDRON

The Honorable Donny Owens
Mayor of Waldron
P.O. Box 310
Waldron, AR 72958
637-3181 (1/99)
FAX: 479-637-5020

VACANT

Mr. Paul Harvell
Chamber of Commerce
612 Garrison Avenue
Fort Smith, AR 72901
479-783-6118
FAX: 479-783-6110

SEBASTIAN COUNTY

SEBASTIAN COUNTY

The Honorable David Hudson
Sebastian County Judge
35 South Sixth Street; Room 106
Fort Smith, AR 72901
783-6139 (10/97)
FAX: 784-1550 dhudson@co.sebastian.ar.us

Mr. Ray Gosack
City of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902
479-784-2201 (04/05)
FAX: 784-2430 - gosack@fortsmithar.gov

VACANT

Mr. Billy Dooly
2800 South Waldron Road
Fort Smith, AR 72902
452-8848 (5/94)
FAX: 452-3513/wendydooly@yahoo.com

Mr. Steve Lease, Director
Workforce Training
235 North Greenwood Avenue
Fort Smith, AR 72901
479-424-0071 mobile 462-5085
FAX: 424-0070- steve.aaty@cox-internet.com

CITY OF BARLING

The Honorable Jerry Barling
Mayor of Barling
P.O. Box 23039
Barling, AR 72923
452-1556 (1/03)
FAX: 452-0373

Mr. Ken Pyle
Fort Smith Housing Authority
2100 North 31st Street
Fort Smith, AR 72904
479-785-4881 (04/05)
FAX: 709-9381
kpyle@fortsmithha.com

CITY OF FORT SMITH

The Honorable Sandy Sanders
Mayor of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902
785-2801 (04/05)

Mr. Manuel Ocazio
Arvest Bank
P.O. Box 11110
Fort Smith, AR 72917
479-573-1326

Kevin Settle (01/09)
10904 Cork Street
Fort Smith, AR 72908
649-2146
kevinsettle6@aol.com

**WAPDD BOARD OF DIRECTORS
PAGE 4**

CITY OF GREENWOOD

The Honorable Del Gabbard
Mayor of Greenwood
P.O. Box 1450
Greenwood, AR 72936
996-2742 (1/11)
FAX: 996-2743

CITY OF MANSFIELD

The Honorable Glen Hurt
Mayor of Mansfield
P.O. Box 476
Mansfield, AR 72944
928-5552 (3/81)
FAX: 928-4572

**BY-LAWS OF THE
WESTERN ARKANSAS PLANNING AND DEVELOPMENT DISTRICT, INC.**

January 27, 2005

**BY-LAWS OF THE
WESTERN ARKANSAS PLANNING AND DEVELOPMENT DISTRICT, INC.**

Section 1. Eligibility for Membership to District

Sufficient action establishing intent to join said District shall be such action as is required by the local laws of the governing body of each municipality and county, and also as may be required by applicable state laws.

Section 2. Budget and Sharing of Costs of District

The District Board of Directors shall adopt an annual budget. The member municipalities shall pay annually to the District budget a fair share on a pro rata basis to be agreed to by the members.

Local governments within each of the member counties of the Western Arkansas Planning and Development District shall pay annual dues in the amount of \$.35 per capita for the county population as shown in the latest U.S. Census of Population, and of that amount, all incorporated places of over 1,000 shall pay, as a minimum, \$.35 per capita respectively for the population within the corporate limits shown in the latest U.S. Census of Population, with the county government bearing the remainder of the dues not paid by incorporated places.

Failure to pay such assessments by any member within ninety (90) days of receiving notice from the District of its being due shall be grounds for revocation of membership in the District of the delinquent member.

Section 3. Length of Terms of Members of Board of Directors

The non-elected members of the Board shall serve terms of three years. For those serving on the Board as chief elected officials, the terms shall coincide with their terms of elected office.

Section 3a. Board of Directors Membership Structure

Each city of over 1,000 population (according to the latest U.S. Census of Population) shall be allocated one member each on the District's Board of Directors, each such member to be an elected official; and in addition, each city shall be allocated one Board member for each 10,000 population or fraction thereof in excess of 5,000.

Each county of over 10,000 population (according to the latest U.S. Census of population shall be allocated one member each on the District's Board of Directors, each such member to be an elected official; and in addition, each county shall be allocated one Board member for each 10,000 population or fraction thereof in excess of 10,000 not including the population within any cities in the county over 5,000. the Board of Directors shall consist of not less than twenty-five (25) members with at least one member representing each of the following groups: private sector lending institutions; community organizations; business organizations; and minorities.

Section 4. Meetings

- A. Meetings of the Board of Directors shall
 - 1) Take place at least quarterly, or
 - 2) On call of a majority of the members of the Executive Committee.
- B. Meetings of the Executive Committee shall:
 - 1) Take place at least annually, or
 - 2) On call of the Chairman of the Executive Committee
- C. All meetings shall require at least three days written notice to the members of the Board of Directors or Executive Committee.

Section 5. Quorum

A quorum shall be present at any meeting for either the Board of Directors or the Executive Committee with the presence of a simple majority of the membership.

Section 6. Vote Required for Action by Board of Directors

Any action of the Board of Directors may be taken by a simple majority vote of the Board with a quorum present, except that two-thirds of a quorum shall be required for approval of budgetary matters, expulsion for cause of a member of the District, acceptance of withdrawal of a member from the District, admission of a new member to the District, or amendment to the Articles of Organization or By-Laws of the District.

Section 6a. Vote Required for Action by Executive Committee

The stipulations for vote required for action by the Board of Directors shall apply to the Executive Committee.

Section 7. Committees

The Board of Directors, upon resolution adopted by a majority of the Directors, may designate for specific purposes standing and temporary committees of the Board, including the appointment of committee members. Committees' delegated authority to make decisions shall be subject to the same stipulations for vote required for action that apply to the Directors. Such committees shall each consist of at least five (5) Directors and shall meet as called by the committee chairmen.

Section 8. Election of (Officer) Members of the Executive Committee and Their Duties

The officers of the Board of Directors shall be elected by the Membership of the Board of Directors and shall have the following positions and duties:

- A. President: The president shall preside at all meetings of the Board of Directors and the Executive Committee and shall perform such other duties as may be assigned to him by action of the Board of Directors or Executive Committee.
- B. Vice-president: In the event of the absence or inability of the president, the vice-president shall act as president.
- C. President-Elect: Selected as the successor-designate of the president.
- D. Secretary: The secretary shall (a) keep minutes of the proceedings of the Board of Directors and the Executive Committee in appropriate books provided for that purpose; (b) see that all notices are duly given as required by law, regulation or the By-Laws of the District; and (c) in general, perform all the duties incident to the office of secretary and such other duties as may be assigned or delegated to him by the president, the Board of Directors or the Executive Committee.
- E. Treasurer: The treasurer shall (a) have general charge and custody of and be responsible for all funds of the District, deposit all monies received in the name of the District in such banks or other depository as may be designated by the Board of Directors; (b) keep correct and complete books and records of accounts; and (c) perform such other duties as may be assigned to him by the Board of Directors.

Execution of the duties associated with the officer positions of Secretary and Treasurer may be delegated by the Board of Directors, as it so directs, to staff of the District. Officers and staff shall be provided such bond as may be required by the Board of Directors.

Section 8a. Executive Committee Composition

The Executive Committee shall be comprised of the President, President-Elect, Vice-President, Secretary, Treasurer, immediate past president and six (6) other members who shall be elected by the Board and each of whom shall come from a different county. In addition the Board shall designate a minority person as a member of the Executive Committee.

Section 9. Duties of the Executive Committee

As a general guide, the Executive Committee shall have the following functions, duties and responsibilities:

- A. To perform and submit to the Board of Directors an annual budget for its action and approval.
- B. To hire an executive director subject to approval of the Board of Directors.
- C. To appoint advisory committees to the Board of Directors, subject to Board approval, to assist in carrying out the purposes, functions, duties and responsibilities of the District as outlined in the Articles of Organization of this District.
- D. Recommend to the Board of Directors on the acceptance or rejection by the District of any gifts, contributions and donations offered to the District.
- F. Take such other actions, make recommendations and formulate policy on those matters which may be delegated to it, by the Board of Directors which will best effectuate and carry out the purposes and functions for which this District is created and as outlined in the Articles of Organization.

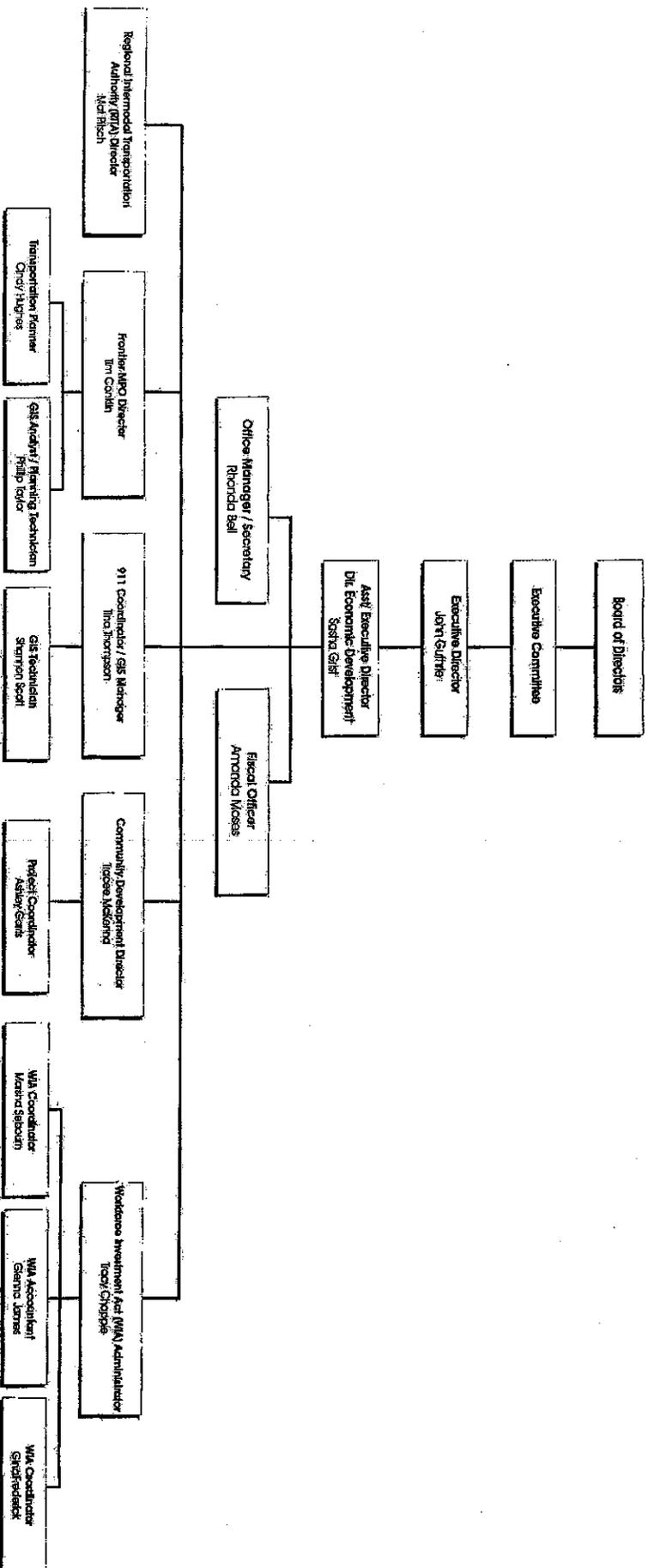
Section 10. Requirements for Periodic Reports

The Board shall assure that reports relating to District activities are submitted in accordance with Federal, State or municipal and county laws or regulations as may be required by agreements or contracts of the District.

Section 11. Obligation for Dues on Withdrawal or Admission

In the event of withdrawal by a member from the district, said member shall be entitled to no return of any annual dues or portion thereof, hitherto paid; in the event of admission of a new member during the fiscal year, said new member shall pay a pro rata share of the annual dues required for the balance of the fiscal year yet remaining.

WESTERN ARKANSAS PLANNING AND DEVELOPMENT DISTRICT



Western Arkansas Planning
 & Development District

**AGREEMENT BETWEEN THE
WESTERN ARKANSAS PLANNING DEVELOPMENT DISTRICT, INC.
AND
THE WORKFORCE INVESTMENT BOARD AND CHIEF ELECTED OFFICIALS
OF SOUTHWEST ARKANSAS**

THIS AGREEMENT is entered into by and between the Southwest Arkansas Workforce Investment Board and the Chief Elected Officials of Southwest Arkansas, representing the following counties and cities within those counties of Calhoun, Columbia, Dallas, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Ouachita, Sevier and Union, and the Western Arkansas Planning and Development District, Inc., a not-for-profit corporation. Hereinafter these parties may be referred to as the SWAWIB, CEOs and WAPDD, respectively. This Agreement is to begin on the first day of July, 2011, and to terminate in accordance with the terms and conditions provided for herein.

WHEREAS, in accordance with the Workforce Investment Act of 1998, the Grant Recipient may designate a fiscal agent and a sub grant recipient/administrative entity; and

WHEREAS, the SWAWIB and CEOs are desirous of entering into such an agreement in order to provide for the designation of a fiscal agent and administrative entity which shall manage the programs, provide staff support for the Workforce Investment Board and the Chief local Elected Officials of the Workforce Investment Area, and manage and account for the fiscal integrity of the system in accordance with the law;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the parties hereto agree and understand as follows:

ARTICLE 1: AGREEMENT PURPOSE

- A. It is the purpose of this Agreement to provide for administrative entity and fiscal agent, which shall provide support staff to the SWAWIB and CEOs and oversee the fiscal management of the funds granted to the Southwest Arkansas Workforce Investment Area, under the Workforce Investment Act. 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 THE AGREEMENT

- A. The parties to this Agreement shall be the WAPDD, Inc., and the Southwest Arkansas Workforce Investment Board (SWAWIB) and Chief Elected Officials (CEOs) comprising the Southwest Arkansas Workforce Investment Area.
- B. This Agreement has been presented to the CEOs and to the SWAWIB, which have respectively approved entering into this Agreement.

- C. 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

- A. This Agreement shall become effective no later than July 1, 2011, and shall be automatically renewed on July 1st of each subsequent year, unless or until:
- i. The Governor re-designates the Local Workforce Investment Area, or
 - ii. Until this Agreement has been terminated by any party to this Agreement upon the giving 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 OF THE PARTIES

- A. The WAPDD shall be responsible for providing:
- i. The CEOs and SWAWIB with staff and related support. The staff shall carry out the policies of the CEOs and the SWAWIB, produce required reports for their review and approval and provide such other services as may be reasonable and necessary for the CEOs and SWAWIB to carry out their business.
 - ii. Support necessary for the CEOs and SWAWIB to evaluate and procure services and other resources, through contracts or other means, to carry out their business.
 - iii. Such fiscal and accounting services necessary to conduct the business of the CEOs and the SWAWIB in accordance with the fiscal and reporting requirements of WIA and the State of Arkansas. This shall include but not be limited to accountability for fund expenditures including an independent audit of the WAPDD, which shall include the WIA funds and which shall be done in accordance with Arkansas State Statutes and federal requirements.
 - iv. Such fiscal and reporting services necessary to account for any program income, fee for services or surplus funds generated by the One-Stop or by WAPDD in support of the programs.
 - v. 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 CEO and the SWAWIB.
 - vi. Monthly financial reports to the SWAWIB, CEOs and one stop provider as appropriate.
 - vii. Reports to the State in accordance with Arkansas State policies and procedures.

- viii. Such management information system support including required reports as determined necessary by the CEOs and the SWAWIB.
 - ix. The preparation necessary to produce agendas and backup support for meetings of the SWAWIB and CEOs and their committees.
 - x. Monitoring necessary to assure the fiscal integrity of the funds.
 - xi. Grant application support.
 - xii. WIA plan development and modification support as needed.
 - xiii. Such support as is necessary for the development of Memoranda of Understanding between the local One-Stop partners.
- B. All fiscal support shall be in accordance with generally accepted accounting principles and in accordance with WIA guidelines.
- C. The Southwest Arkansas CEOs and SWAWIB shall be responsible for providing:
- i. Such authority to WAPDD as is necessary for the transfer of funds associated with fiscal agent administrative duties and responsibilities under this Agreement in a timely and satisfactory manner.
 - ii. The proper backup documentation and support necessary for the WAPDD to perform its duties and responsibilities under this Agreement in a timely and accurate manner.
 - iii. Reports regarding client services and expenditures as appropriate so that the WAPDD can generate required reports to the State.
 - iv. Approval of the budget of the local workforce investment area.
 - v. Approval of the local workforce investment plan.
 - vi. The selection of the local One-Stop Operators.
 - vii. The provision of oversight with respect to local youth activities, employment and training activities, and the one-stop delivery systems.
 - viii. The appointment of the local youth council
 - ix. The negotiation of local performance measures and the levels with the State.

- D. The entity currently designated and serving as the One-Stop (and Youth Service Provider) provider for the local Southwest Arkansas Workforce Investment Area is the Southwest Arkansas Planning and Development District, Inc. In accordance with the budget approved by the CEOs and the SWAWIB, the WAPDD shall be responsible for the transference as appropriate of the funds necessary for the One-Stop to pay its overhead and operating costs, staff costs and client support and training costs.

ARTICLE V: COMPENSATION AND METHOD OF PAYMENT

The SWAWIB and CEOs shall compensate the WAPDD from WIA funds a total, not-to-exceed amount of \$100,000.00 (One hundred thousand dollars) for services performed as listed in Article IV during the twelve-month term of this Agreement.

The payment of said compensation will be as follows: The WAPDD will prepare at the end of each month, beginning with the month of July, 2011, an invoice for Workforce Investment Act Services, reflecting the WAPDD's personnel and other costs incurred for the month for services performed under this Agreement; and the WAPDD shall be entitled to payment from WIA funds immediately after the end of the month for which the services were rendered and invoiced. Monthly financial reports to the SWAWIB and CEOs will include information relating to these billings and compensation payments.

ARTICLE VI: GENERAL PROVISIONS

- A. The WAPDD shall purchase such insurance as is necessary to indemnify itself and the CEOs and SWAWIB from any liability which may attach due to its acting as the fiscal agent administrative entity.
- B. The CEOs and SWAWIB shall be responsible for deciding on a course of action or defense in the event of a mis-expenditure or other loss related to funds received for purposes of implementing this Agreement.
- C. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings 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 agreements whether oral or written.
- D. 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.

- E. Whenever any party desires to give notice unto another party, notice must be giving in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom 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 designate 1109 South 16th Street, Fort Smith, Arkansas 72901, as the place for giving notice under this Agreement.
- F. The WAPDD shall in accordance with Arkansas and the local law, reimburse CEOs and SWAWIB 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. Reimbursement shall be in accordance with federal, state and local SWAWIB policies.
- G. To the extent a dispute shall arise among the parties in connection with this Agreement, the parties shall first attempt an information resolution, followed by mediation.
- H. 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.
- I. In the event that any provision of this Agreement or the application of any such provision to any party or circumstances 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.
- J. Any waiver at the time by any party hereto of 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.
- K. This Agreement shall be enforced in accordance with the laws of the State of Arkansas and venue for any dispute involving court action shall be filed in Sebastian County, Arkansas.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.


James Baine, SWAWIB Chairman


Clayton Castleman, CEO Chairman


Jerry Barling, WAPDD President

RECEIVED APR 24 2012



Memorandum of Understanding
And
Cost Allocation/Resource Sharing
Agreement

BETWEEN
*Southwest Arkansas Workforce
Investment Board*
&
Workforce Center Partners

Developed by the Southwest Arkansas Workforce Investment Board

Introduction

As specified in Section 121 of the Workforce Investment Act (WIA) and Part 622 of the WIA Regulations, the Southwest Arkansas Workforce Investment Board (SWAWIB), with the agreement of the chief elected official(s), must develop and enter into a memorandum of understanding (MOU) between the SWAWIB and the Workforce Center Partners.

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998. This is an agreement between the SWAWIB and the Workforce Center partners, with the agreement of the Chief Elected Officials, describing how resources will be utilized to better serve mutual customers in a Workforce Center as part of the Arkansas Workforce Centers. It is understood that the center will be a collaborative effort, based on trust and teamwork between agencies working together to accomplish a shared goal of improving the quality of life for individuals through employment, training and education which will aid economic development and better serve the present and future needs of employers in Southwest Arkansas. This will be accomplished in Southwest Arkansas through comprehensive and/or affiliate sites called Workforce Centers in Calhoun, Columbia, Dallas, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Ouachita, Sevier, and Union counties.

Vision Statement

The vision for the Southwest Arkansas Workforce Investment Area is globally, competitive workers who are educated, trained, and motivated to achieve their maximum potential utilizing all resources available through the workforce investment system with a simple, easily accessible network that addresses the individual needs of the current and future workforce. The Career Development Centers, through the co-location and integration of employment, training, education and economic development services for job seekers, workers and employers, are the key to the realization of this vision.

Management and Structure

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

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the Workforce Center will be done as required by the law. Parties to this agreement will work under the direction of the center manager for all non-programmatic issues.

Duration

The Workforce Center partners agree that the terms of this MOU will take effect as of January 1, 2012 and shall be automatically renewed on July 1st of each subsequent year, unless or until: such time as any partner or partners require a modification or termination of this MOU. Termination of the MOU will be effective in either of the two situations:

1. All partners agree in writing to its termination; or
2. A partner may terminate its part of the MOU, but the MOU will continue with the rest of the partners.

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

Any partner to this MOU may request withdrawal, giving written notice of its intent and reasons for withdrawing as a partner. In such case, all pertinent terms of the MOU will continue in effect for the remaining partners. Any partner may cancel the contract or agreement at any time for cause, or may cancel without cause on a 60-day written notice.

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

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties.

Confidentiality

All partners agree to honor the Authorization to Obtain Information, which also is available to clients online in Arkansas JobLink. Exchanged information shall remain private and confidential in accordance with the terms of the Information Technology Resources policy in AJL and with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Additionally, workforce center personnel and all partner staff accessing information must sign the AJL Security Form and recognize that client-counselor communications must be protected and the need for privacy accommodated. Managers are to keep the signed forms on file. All partners agree to enforce all partners' confidentiality requirements covered by this paragraph.

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.

No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. sections 501-1508.

Each One-Stop partner agency assures that it is an equal opportunity employer and is aware of and shall comply with the Equal Employment Opportunity Commission practices as mandated by State and Federal statutes and regulations.

Each One-Stop partner agency assures that it follows Drug Free Workplace laws and regulations.

Veterans Preference

The Workforce Center partners under this MOU assure that they will comply with the veteran's preference provisions of section 107-288, revised to US Code 38, chapters 41-43.

Cost Allocation Plan

This section is covered in the attached Cost Allocation/Resource Sharing Agreement.

The following definitions of types of space are used to provide consistency in this process. The definitions are as follows:

Common Space - Space which is available for use by all partners such as conference rooms, break rooms, reception area, storage rooms, bathrooms, resource rooms and hallways.

Dedicated Space - Space that is dedicated for use by one but not all partners.

Shared Dedicated Space - Space that is dedicated for use by more than one partner, but not all partners.

Although the Southwest Arkansas centers are 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 Center.

Indemnification

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

Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce Center partners will provide referral for services in the following manner: A common intake will be used to determine the customers' needs, allowing staff to make referrals to appropriate Workforce Center partners. All partners will have access to the common intake system.

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 available job listings
- Unbiased and/or non-discriminatory pre-screening practices.

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 self sufficient 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 Southwest Arkansas Workforce Investment Board will select a One-Stop operator with the agreement of the Chief Elected Officials and conduct oversight of the workforce system, youth activities and employment and training activities under WIA Title I.

The ultimate accountability and responsibility for the Workforce Centers' organizational processes, services, and accomplishments rests with the Chief Elected Officials and the SWAWIB.

At the discretion of the CEOs and the SWAWIB, the Workforce Center Operator will provide direction and governance of the local workforce center system. The Workforce Center Operator will be responsible for all administrative and programmatic inquiries and requests. The Workforce Center Operator will develop procedures for daily oversight and emergency management. The role of the Workforce Center Operator is explained in more detail in the agreement/contract between the SWAWIB and the Workforce Center Operator.

The Workforce Center Operator will not decide how funds for specific programs will be spent where there are specific statutes and/or regulations, which govern the expenditure of programmatic dollars. Meeting the requirements established for customers in the Workforce Center remains the responsibility of the grantee/program operator for that specific program.

Each partner will ensure that its agency's business practices are followed in the provision of services under this agreement. Such practices include but are not limited to: audit, procurement, insurance, employee codes of conduct, record keeping and retention, employee and client confidentiality. In addition, each partner must ensure that the expected performance outcomes are met for their program as established by their governing agency. The Workforce Center Operator will not be responsible for the performance outcomes of any Workforce Center Partner.

Partners to this agreement will work as partners to provide quality service. Each partner will maintain responsibility for management of respective staff and equipment.

Workforce Center Services

Arkansas Employment Security Department (ESD)- Assists public with referral to jobs, unemployment insurance, veteran services and labor market information. Assists dislocated (laid off) workers with retraining assistance funded through the Trade Readjustment Assistance (TRA) and the Trade Assistance Act (TAA) federal programs.

Title I Workforce Investment Act (WIA) - Provides core, intensive and/or training services to adults and dislocated workers. Provides year-round learning/work opportunities to youth.

Welfare to Work Program (WtW)- Provides assessment, pre-employment skills, case management and placement to TEA clients as referred by the DHS.

Title V Older Worker Program- Assists individuals, 55 years of age or older, to gain employment through on the job training, classroom training, assessment, job referrals and job placement.

Arkansas Department of Human Services- Helps families meet basic needs by providing assistance with TEA, food stamps, Medicaid, daycare, children and family service issues, and services for the blind and disabled.

Arkansas Rehabilitation Services- Provides assessment, testing, and other activities that help put individuals to work by providing counseling, training and job placement for eligible individuals with disabilities.

Housing Authority- Provides rental assistance and financial aid to low income, disabled, and elderly individuals.

Job Corp- Provides free basic education training and vocational training to individuals between the ages of 16 and 24 who live on campus while attending training.

Title I Migrant and Seasonal Farmworker Program – Provides core, intensive and training related services to migrant and seasonal farmworkers.

Division of Services for the Blind – Provides assessment, testing, and other activities that help put individuals with disabilities to work by providing counseling, training and job placement for eligible individuals who are blind or severely visually impaired.

Assurances and Certifications

1. The Workforce Center partners under this MOU agree to comply with the confidentiality requirements for WIA section 136(f)(3).
2. The Workforce Center partners under this MOU agree not to assist, promote or deter union organizing. (Sec. 181(b)(7))
3. The Workforce Center partners under this MOU assures that they will comply with the nondiscrimination provisions of section 188. (Sec. 185)
4. The parties to this MOU assure to collect and maintain data necessary to show compliance with the nondiscrimination provision of section 188. (Section 185)
5. The Workforce Center partners under this MOU assures that they will comply with the veterans preference provisions of section 107-288, revised to US code 38 chapters 41-43.
6. The parties to this MOU assures to comply with the grant procedures prescribed by section 189(c) of the Act, which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreement will be provided to the State by the ETA Office of Grants and Contract Management and will specify the required terms and conditions and assurances and certifications, including, but not limited to, the following:

General Administrative Requirements:

- 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
- 29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act
- OMB Circular A-87 (as amended by the act)

Assurances and Certifications:

- SF 424 B – Assurances for Non-construction Programs
- 29 CFR part 31,32 – Non-discrimination and Equal Opportunity Assurance (and regulation)
- 29 CFR part 93 – Certification Regarding Lobbying (and regulation)
- 29 CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulation)

Special Clauses/Provisions:

- Other special assurances and provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

COST ALLOCATION/RESOURCE SHARING PLAN

This agreement between the Southwest Arkansas Workforce Center Operator (Southwest Arkansas Planning & Development District, Inc.) and the Workforce Center Partners is for the period beginning January 1, 2012, and shall be automatically renewed on July 1st of each subsequent year as set forth the terms, conditions and mutual responsibilities for the facility more particularly described below, in which the Partners will occupy office space and provided programmatic services. This agreement is supplemental to the Memorandum of Understanding between the Southwest Arkansas Workforce Investment Board and the Workforce center Partners.

Section 1 - Facility Descriptions

- Approximately 5,457 square feet of office space located in the city of **Camden**, Ouachita County, Arkansas, specifically identified as 237 Jackson. Each Workforce center Partner directly or indirectly through access to services occupies cubicles as described in the accompanying document. Each Workforce center Partner shares in approximately 2748 square feet of common space used by all partners based on the percentage directly or indirectly accessed above. **See Attachment**
- Approximately 1,890 square feet of office space located in the city of **DeQueen**, Sevier County, Arkansas, specifically identified as 509-B West Collin Raye Dr. Each Workforce center Partner directly or indirectly through access to services occupies cubicles as described in the accompanying document. Each Workforce center Partner shares in approximately 1420 square feet of common space used by all Partners based on the percentage directly or indirectly accessed above. **See Attachment**
- Approximately 5,700 square feet of office space located in the city of **El Dorado**, Union County, Arkansas, specifically identified as 523 East Sixth Street at this time. Each Workforce center Partner directly or indirectly through access to services occupies cubicles as described in the accompanying document. Each Workforce center Partner shares in approximately 2,094 square feet of common space used by all partners based on the percentage directly or indirectly accessed above. **See Attachment**
- Approximately 6,400 square feet of office space located in the city of **Hope**, Hempstead County, Arkansas, specifically identified as 700 South Elm Street. Each Workforce center Partner directly or indirectly through access to services occupies cubicles as described in the accompanying document. Each Workforce center Partner shares in approximately 4,182 square feet of common space used by all partners based on the percentage directly or indirectly accessed above. **See Attachment**
- Approximately 3,825 square feet of office space located in the city of **Magnolia**, Columbia County, Arkansas, specifically identified as 203 Frederick Street. Each Workforce center Partner directly or indirectly through access to services occupies cubicles as described in the accompanying document. Each Workforce center Partner shares in approximately 2,810 square feet of common space used by all partners based on the percentage directly or indirectly accessed above. **See Attachment**

Section 2 - Occupancy Costs

The Partner agrees to reimburse the Workforce center Operator for their Pro-rata per-capita share (see attachments) of the monthly lease obligation and other occupancy costs as such services are quarterly billed. As stated in the Memorandum of Understanding, the Workforce center Operator is authorized to charge partners for their fair share of the costs. The Workforce center Operator determined to charge costs based on an allocation of square footage. Such determination is consistent with Section 662.270 of the Federal Register dated August 11, 2000 and using the Cost Allocation Plan Guidelines for Arkansas Workforce Career Centers approved by the Arkansas Workforce Investment Board and the Arkansas Career Opportunities Partnership Cabinet.

The Partner shall confirm the total number of occupants in the leased facility identified in Section 1, upon signing this agreement. For purposes of determining each Workforce center Partners pro-rata per-capita share of monthly lease and occupancy costs, the following data shall apply:

- Camden** Total Partner's Occupancy = Workforce center Partner's use of Occupancy = **See Attachment**
Total Common Occupancy = 2748 Square Feet

- **DeQueen** Total Partner's Occupancy = Workforce center Partner's use of Occupancy = See Attachment
Total Common Occupancy = 1420 Square Feet
- **El Dorado** Total Partner's Occupancy = Workforce center Partner's use of Occupancy = See Attachment
Total Common Occupancy = 2,094 Square Feet
- **Hope** Total Partner's Occupancy = Workforce center Partner's use of Occupancy = See Attachment
Total Common Occupancy = 4,182 Square Feet
- **Magnolia** Total Partner's Occupancy = Workforce center Partner's use of Occupancy = See Attachment
Total Common Occupancy = 2,810 Square Feet

The Workforce center Partner's total monthly obligation of the monthly lease for the Southwest Arkansas Career Development Center will be paid to the Workforce center Operator. Such amount will be deemed payable in accordance with Section 3 below and subject to modification upon semi-annual review or at the Workforce center Operator's discretion. To maximize the cost/benefit of calculating, tracking and collecting these costs, the Workforce center Operator may apply "credit" or "debit" towards partners who appear to have paid more or less than their equitable share of costs. The application of a credit or a debit will occur upon completion of the semi-annual review, when the results of said review warrant such treatment towards the Partner who has paid more or less than their equitable share of costs.

Each Workforce center Partner shall provide notification to the Workforce center Operator of any planned Partner staff occupancy changes at least 90 days prior to such change.

Section 3 - Invoicing and Reimbursement Requirements

The Workforce Center Operator will act as fiscal agent to pay Partner payments and receive Partner payments for quarterly settlement of cost allocation and resource sharing and to maintain related records. Upon reaching an agreement, the Workforce Center Operator will prepare quarterly invoice documentation for the monthly lease and occupancy costs. Workforce center Partners may utilize either or both of two methods of payment: 1) actual exchange of money and/or 2) cost offsets through resource sharing. Resource sharing or reimbursable costs documentation (copies of paid invoices and canceled checks or other acceptable documentation) will be submitted to the Workforce center Operator who will maintain these records.

Section 4 - Other Occupancy Costs

Monthly occupancy costs may include, but are not limited to:

- Common space usage (including repairs and maintenance)
- Personnel including fringe benefits
- Telephone service
- Internet service
- Electricity
- Waste/waste water service
- Gas
- Trash/garbage pickup
- Janitorial service
- Pest Control
- Security
- Storage facility
- Insurance
- Equipment contracts and services
- Lawn maintenance
- Miscellaneous costs

Section 5 - Termination of Cost Allocation/Resource Sharing Plan

5.1 Mutual Termination: This Cost Allocation/Resource Sharing Plan may be terminated by a mutually negotiated written agreement, subject to the provisions in Subsection 5.2 of this Agreement, if applicable.

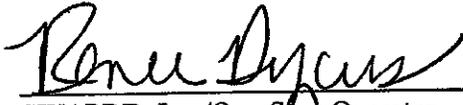
5.2 Termination by the Partner: If the Workforce center Operator shall remain obligated under any lease or other agreement on the premises after a notice of termination is provided by the Partner, the Workforce center Operator and the Partner shall negotiate an agreement on any resulting costs. The Partner shall continue to be obligated under the terms of this Agreement, which shall continue on a month-to-month basis until the parties reach a negotiated agreement. The Workforce center Operator shall make a good faith effort to obtain a timely release from its obligation.

Section 6 - Liability

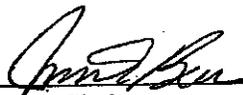
Any public liability claims against the State pertaining to the leased Premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated § 19-10-210 et Seq.

Signatures Effective January 1, 2012

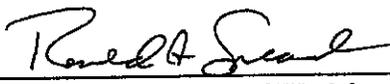
I agree to participate and support the Arkansas Workforce Center System in Southwest Arkansas and my organization is committed to be an active participant in the planning, development and implementation of a seamless, integrated service delivery system and provide services in a manner consistent with state and local Certification standards.


SWAPDD, Inc./One-Stop Operator

1/10/12
Date


SWAWIB Chairperson

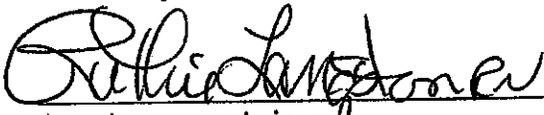
2/2/12
Date


Arkansas Department of Workforce Services
(Title I Veterans Workforce, Title III Wagner-Peyser,
TAA/NAFTA, UI, Vets)

2/10/12
Date


Arkansas Department of Human Services
(TANF, Food Stamp Work Program,
Community Services Block Grant)

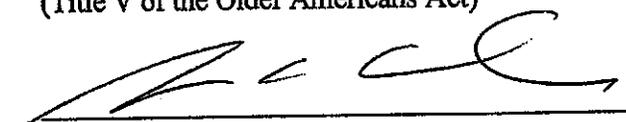
02/15/12
Date


Area Agency on Aging
(Title V of the Older Americans Act)

02/22/12
Date


Experience Works
(Title V of the Older Americans Act)

4-24-12
Date


Cossatot Community College - U of A
(Educational/Post-secondary Vocational Ed.
under Carl Perkins)

2/10/12
Date


SouthArk Community College
(Educational/Post-secondary Vocational Ed.
under Carl Perkins)

1/10/12
Date

Signatures Effective January 1, 2012

I agree to participate and support the Arkansas Workforce Center System in Southwest Arkansas and my organization is committed to be an active participant in the planning, development and implementation of a seamless, integrated service delivery system and provide services in a manner consistent with state and local Certification standards.

Corbet G Lamb
SAU - Tech
(Educational/Post-secondary Vocational Ed.
under Carl Perkins)

2/2/2012
Date

A. C. V.
UACCH
(Educational/Post-secondary Vocational Ed.
under Carl Perkins)

1/19/2012
Date

Marva J. Dansby
Arkansas Rehabilitation Services
Contact: Marva Dansby, Regional Administrator
(Vocational Rehabilitation)

1-23/12
Date

Clayton Castleman
SWAP/D Board Member/CEO Chair
(Adult, Dislocated Worker and Youth
Activities under WIA)

2-1-2012
Date

Katy Moore
DHS - Division of Services for the Blind

3/9/12
Date

[Signature]
Job Corp
(Title I Job Corps)

2/28/12
Date

Blanca Hudson
Arkansas Human Development Corporation
(Title I Migrant and Seasonal Farmworker
Program)

2/17/2012
Date

Jennifer Black
Title II Adult Education & Literacy

2/10/2012
Date

WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017

In compliance with the provisions of the Workforce Investment Act of 1998, the final rule, and planning guidelines and instructions developed by the Governor, this WIA Comprehensive Five-Year Local Plan is being submitted jointly by the Local Board and the respective Chief Elected Official(s).

By virtue of my signature, I:

- Agree to comply with all statutory and regulatory requirements of the Act as well as other applicable state and federal laws, regulations and policies.
- Affirm that the Grant recipient possesses the capacity to fulfill all responsibilities and assume liability for funds received, as stipulated in §667.705 of the rules and regulations.
- Affirm that the composition of the Local Board is in compliance with the laws, rules and regulations and is approved by the State.
- Affirm that the Chair of the Local Board was duly elected by that Board.
- Agree to comply with §661.310 by ensuring a firewall exists between the board and the provision of core services, intensive services, training services and the One Stop Operator.

Note: A separate signature sheet is required for each Chief Elected Official.

Date:

Signature of Local Chief Elected Official (CEO):

6-15-13



Mr. Ms. Other (Please check one)

Print Name of Local CEO: _____

Title of Local CEO: _____

Address 1 _____

Address 2 _____

City: _____

State: _____

Phone: _____

MIKE HESTERLY
Ouachita County Judge
P.O. Box 644
Camden, AR 71701

Zip Code: _____

E-mail: _____

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017

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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

6-15-13

Mike Hesterly

Mr. Ms. Other (Please check one)

Print Name of Local CEO: _____

Title of Local CEO: _____

Address 1 _____

Address 2 _____

City: _____

State: _____

Phone: 870-837-2210

MIKE HESTERLY

Quachita County Judge

P.O. Box 644

Camden, AR 71701

Zip Code: _____

E-mail: _____

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

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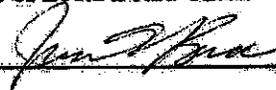
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- Affirm that the composition of the Local Board is in compliance with the laws, rules and regulations and is approved by the State.
- Affirm that this WIA Comprehensive Five-Year Local Plan was developed in collaboration with the Local Board and is jointly submitted with the Chief Elected Official(s) on behalf of the Local Board.
- Agree to comply with §661.310 by ensuring a firewall exists between the board and the provision of core services, intensive services, training services and the One Stop Operator.

Date:

Signature of Local Board Chair:

3-26-13



Mr. Ms. Other (Please check one)

Print Name of Local Board Chair: James Baine

Address 1 807 Brookwood

Address 2 _____

City: El Dorado, AR 71730

State: _____ Zip Code: _____

Phone: 870-862-6272 E-mail: james@baine.net

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017

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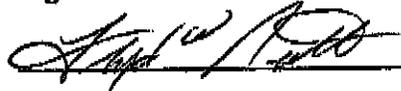
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- Agree to comply with §661.310 by ensuring a firewall exists between the board and the provision of core services, intensive services, training services and the One Stop Operator.

Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3-26-13



Mr. Ms. Other (Please check one)

Print Name of Local CEO: Floyd Nutt

Title of Local CEO: Calhoun County Judge

Address 1 P.O. Box 566

Address 2 _____

City: Hampton

State: AR

Zip Code: 71744

Phone: 870-798-4818

E-mail: _____

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

**WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017**

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Note: A separate signature sheet is required for each Chief Elected Official.

Date: Signature of Local Chief Elected Official (CEO):

3/20/2013



Mr. Ms. Other (Please check one)

Print Name of Local CEO: Larry Atkinson

Title of Local CEO: Columbia County Judge

Address 1 # 1 Court Square

Address 2 _____

City: Magnolia

State: Arkansas

Phone: 870-234-2542

Zip Code: 71753

E-mail: judge@countyofcolumbia.net

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

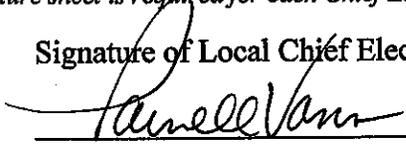
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- Agree to comply with §661.310 by ensuring a firewall exists between the board and the provision of core services, intensive services, training services and the One Stop Operator.

Note: A separate signature sheet is required for each Chief Elected Official.

Date: 3/26/13 Signature of Local Chief Elected Official (CEO): 

Mr. Ms. Other (Please check one)

Print Name of Local CEO: Parnell Vann
Title of Local CEO: Mayor of Magnolia
Address 1: P.O. Box 1126
Address 2: Magnolia, AR 71753
City: _____
State: _____ Zip Code: _____
Phone: 870-234-1375 E-mail: _____

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

WIA Comprehensive Five-Year Local Plan Submittal
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3-22-13

Mr. Ms. Other (Please check one)

Print Name of Local CEO: _____

Title of Local CEO: _____

Address 1 _____

Address 2 _____

City: _____

State: _____

Phone: _____

Jimmy Jones
Dallas County Judge
206 West 3rd Street

Fordyce
AR 71742
870-352-3371

Zip Code: 71742

E-mail: james.jones@arkansas.gov

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

**WIA Comprehensive Five-Year Local Plan Submittal
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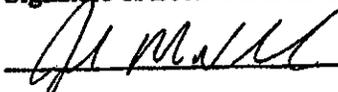
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

03/20/2013



Mr. Ms. Other (Please check one)

Print Name of Local CEO: John MacNichol

Title of Local CEO: Mayor

Address 1 101 S. Main Street

Address 2 _____

City: Fordyce

State: AR

Phone: 870.352.2198

Zip Code: 71742

E-mail: _____

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

**WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017**

In compliance with the provisions of the Workforce Investment Act of 1998, the final rule, and planning guidelines and instructions developed by the Governor, this WIA Comprehensive Five-Year Local Plan is being submitted jointly by the Local Board and the respective Chief Elected Official(s).

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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO):

3/22/13

Walter Mat

Mr. Ms. Other (Please check one)

Print Name of Local CEO: *Charles W. Martin*

Title of Local CEO: *County Judge*

Address 1: *44 S. Washington St.*

Address 2: *1 Brentwood Dr.*

City: *Dora*

State: *GA*

Phone: *810-771-6067*

Zip Code: *7181*

E-mail: *HCJudge@SBA.Chick*

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017

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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3-26-13

Dennis Ramsey

Mr. Ms. Other (Please check one)

Print Name of Local CEO: Dennis Ramsey

Title of Local CEO: Mayor

Address 1: P.O. Box 667

Address 2: _____

City: Hoge

State: AR

Phone: 870-777-9999

Zip Code: 71802-0667

E-mail: dramsey@summitbankdirect.com

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

**WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017**

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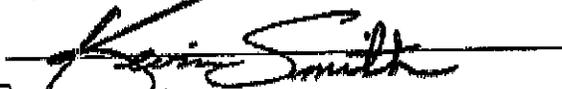
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3/20/2013



Mr. Ms. Other (Please check one)

Print Name of Local CEO: _____ Kevin Smith

Title of Local CEO: _____ Howard County Judge

Address 1: _____ 421 N. Main

Address 2: _____

City: _____ Nashville

State: _____ AR

Phone: _____ 870 845-7500

Zip Code: _____ 71852

E-mail: _____ howcojudge1@sb2global.net

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017

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Note: A separate signature sheet is required for each Chief Elected Official.

Date:

Signature of Local Chief Elected Official (CEO):

3-26-13

Billy Ray Jones (MAYOR)

Mr. Ms. Other (Please check one)

Print Name of Local CEO: Billy Ray Jones

Title of Local CEO: Mayor of Nashville

Address 1: 426 N. Main St.

Address 2:

City: Nashville

State: AR

Zip Code: 71852

Phone: 870-845-7400

E-mail: _____

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017

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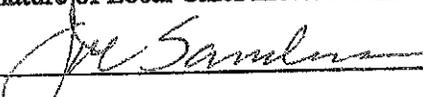
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Note: A separate signature sheet is required for each Chief Elected Official.

Date:

Signature of Local Chief Elected Official (CEO):

3-22-13



Mr. Ms. Other (Please check one)

Print Name of Local CEO: Joe Sanders, Lafayette Co. Judge

Title of Local CEO: _____

Address 1

1 Courthouse Square

Address 2

City:

Lewisville

State:

Arkansas

Zip Code: 71845

Phone:

(870) 921-4858

E-mail: lafcojudge@whiti.net

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**WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 - June 30, 2017**

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Note: A separate signature sheet is required for each Chief Elected Official.

Date:

Signature of Local Chief Elected Official (CEO):

3/19/13

Clayton Castleman

Mr. Ms. Other (Please check one)

Print Name of Local CEO:

CLAYTON CASTLEMAN

Title of Local CEO:

COUNTY JUDGE

Address 1

351 N SECOND ST SUITE 4

Address 2

110 ER 68

City:

ASHDOWN

State:

ARKANSAS

Phone:

870 898 7202

Zip Code:

71822

E-mail:

Clayton@sbclocal.net

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WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017

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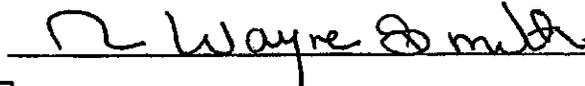
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: Signature of Local Chief Elected Official (CEO):

3/21/2013



Mr. Ms. Other (Please check one)

Print Name of Local CEO: D Wayne Smith

Title of Local CEO: Mayor

Address 1 3rd & Walnut st

Address 2

City: Texarkana

State: AR

Phone: 903 748-7432

Zip Code: 71854

E-mail: SWAYNE@CableOne.net

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**WIA Comprehensive Five-Year Local Plan Submittal
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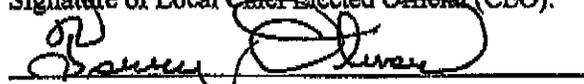
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3/20/13



Mr. Ms. Other (Please check one)

Print Name of Local CEO: Terry Oliver

Title of Local CEO: Mayor of Prescott

Address 1: 118 W Elm

Address 2: _____

City: Prescott

State: Ark.

Zip Code: 71857

Phone: 870-887-2210

E-mail: mayer@oliver@yahoo.com

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**WIA Comprehensive Five-Year Local Plan Submittal
July 1, 2012 – June 30, 2017**

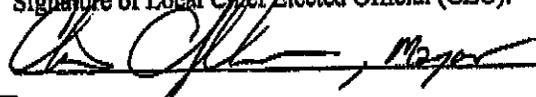
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Date: _____ Signature of Local Chief Elected Official (CEO):

 Mayor

Mr. Ms. Other (Please check one)

Print Name of Local CEO: Chris Claybaker

Title of Local CEO: Mayor of Camden

Address 1: PO Box 278

Address 2: _____

City: Camden, AR 71701

State: _____

Phone: 837-5000

Zip Code: _____

E-mail: _____

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WIA Comprehensive Five-Year Local Plan Submittal
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3-21-2013

 _____

Mr. Ms. Other (Please check one)

Print Name of Local CEO: Greg Ray

Title of Local CEO: Circuit Judge

Address 1: 115 North 3rd Street

Address 2: _____

City: De Queen

State: AR

Phone: 870-642-2425

Zip Code: 71832

E-mail: sevcjudge@windstream.net

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

WIA Comprehensive Five-Year Local Plan Submittal
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3/19/13

Billy Ray McKelvey

Mr. Ms. Other (Please check one)

Print Name of Local CEO: Billy Ray McKelvey

Title of Local CEO: MAYOR

Address 1: 220 N. 2nd St.

Address 2: P.O. Box 730

City: De Queen

State: AR

Phone: 870-584-3445

Zip Code: 71832

E-mail: mayor@cityofdequeen.com

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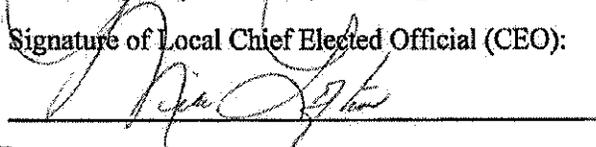
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____

Signature of Local Chief Elected Official (CEO):



Mr. Ms. Other (Please check one)

Print Name of Local CEO: Mike Loftin

Title of Local CEO: County Judge of Union County AR

Address 1 101 N. Washington, Suite 101

Address 2 _____

City: El Dorado,

State: AR

Zip Code: 71730

Phone: (870) 864-1900

E-mail: mloftin@unioncountyar.com

Submittal directions: Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

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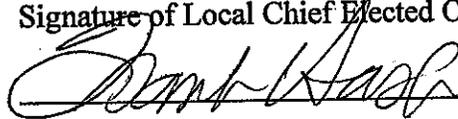
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Note: A separate signature sheet is required for each Chief Elected Official.

Date: _____ Signature of Local Chief Elected Official (CEO): _____

3/26/13



Mr. Ms. Other (Please check one)

Print Name of Local CEO: Frank Hash

Title of Local CEO: Mayor of El Dorado

Address 1 P.O. Box 2170

Address 2 _____

City: El Dorado, AR 71731

State: _____

Phone: 870-862-7911

Zip Code: _____

E-mail: _____

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