

**Southeast Arkansas Workforce Development Board
and
Southeast Arkansas Economic Development District, Inc.**

**Southeast Arkansas Workforce Development Area
Board Staff Agreement**

The Workforce Innovation and Opportunity Act of 2014 (WIOA), enacted by the Congress of the United States and signed into Law by the President of the United States has prescribed a unified workforce investment system that increases the employment, retention, and earning of participants, and increases the attainment of recognized post-secondary credentials by participants and as a result improves the quality of the workforce, reduces welfare dependency, increases economic self-sufficiency, meets the skill requirement of employers and enhances the productivity of the Nation.

In accordance with WIOA, the Southeast Arkansas Workforce Development Board (SEAWDB) whose service area includes the Counties of Arkansas, Ashley, Bradley, Cleveland, Chicot, Desha, Drew, Grant, Jefferson, and Lincoln, was established to provide policy guidance for, and exercise oversight with respect to, activities under the employment and training program for this workforce development area in partnership with the general local governments within its Local Workforce Development Area. To carry out these activities, the SEAWDB has selected Southeast Arkansas Economic Development District, Inc. (SEAEDD) to serve as the Staff for the Southeast Arkansas Workforce Development Area.

WIOA Section 107(f), states that the Local Workforce Development Boards have the authority to hire a director and other staff to assist in carrying out the functions of the Local Workforce Development Board. The Local Workforce Development Board must establish and apply a set of qualifications for the position of director that ensures the individual selected has the requisite knowledge, skills and abilities to meet the identified benchmarks and to assist in carrying out the functions of the Local Workforce Development Board. The Local Workforce Development Board director and staff must be subject to the limitations on the payment of salary and bonuses described in WIOA Section 194(15). The Local Workforce Development Board staff may only assist the Local Workforce Development Board in fulfilling the required functions described in WIOA Section 107(d).

The functions of the Local Workforce Development Board:

- (a) Develop and submit a 4-year local plan for the local area, in partnership with the chief elected official and consistent with [WIOA](#) sec. 108;
- (b) If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan;
- (c) Conduct workforce research and regional labor market analysis to include:
 - (1) Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;
 - (2) Assistance to the [Governor](#) in developing the statewide [workforce and labor market information system](#) under the [Wagner-Peyser Act](#) for the region; and
 - (3) Other research, data collection, and analysis related to the workforce needs of the regional economy as the WDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions;

- (d) Convene local workforce development system stakeholders to assist in the development of the local plan under § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the [Local WDB](#) and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the [Local WDB](#);
- (e) Lead efforts to engage with a diverse range of [employers](#) and other entities in the region in order to:
- (1) Promote business representation (particularly representatives with optimum policy-making or hiring authority from [employers](#) whose employment opportunities reflect existing and emerging employment opportunities in the region) on the [Local WDB](#);
 - (2) Develop effective linkages (including the use of intermediaries) with [employers](#) in the region to support [employer](#) utilization of the local workforce development system and to support local [workforce investment activities](#);
 - (3) Ensure that [workforce investment activities](#) meet the needs of [employers](#) and support economic growth in the region by enhancing communication, coordination, and collaboration among [employers](#), economic development entities, and service providers; and
 - (4) Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and [employers](#) (such as the [establishment](#) of industry and sector partnerships), that provide the skilled workforce needed by [employers](#) in the region, and that expand employment and career advancement opportunities for workforce development system [participants](#) in in-demand industry sectors or occupations;
- (f) With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and [supportive services](#) that are needed by adults and youth, particularly individuals with barriers to employment;
- (g) Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers, and identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs;
- (h) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and job seekers, by:
- (1) Facilitating connections among the intake and case management information systems of the [one-stop partner](#) programs to support a comprehensive workforce development system in the local area;
 - (2) Facilitating access to services provided through the system involved, including access in remote areas;
 - (3) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the [one-stop delivery system](#), such as improving digital [literacy](#) skills; and
 - (4) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment;
- (i) In partnership with the chief elected official for the local area:
- (1) Conduct oversight of youth [workforce investment activities](#) authorized under sec. 129(c), adult and dislocated worker employment and training activities under [WIOA](#) secs. 134(c) and (d), and the entire [one-stop delivery system](#) in the local area;
 - (2) Ensure the appropriate use and management of the funds provided under [WIOA](#) subtitle B for the youth, adult, and dislocated worker activities and [one-stop delivery system](#) in the local area; and
 - (3) Ensure the appropriate use management, and investment of funds to maximize performance outcomes under [WIOA](#) sec. 116;
- (j) Negotiate and reach agreement on local performance indicators with the chief elected official and the [Governor](#);

(k) Negotiate with CEO and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with § 678.715 of this chapter or must notify the Governor if they fail to reach agreement at the local level and will use a State infrastructure funding mechanism;

(l) Select the following providers in the local area, and where appropriate terminate such providers in accordance with 2 CFR part 200:

(1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the Local WDB determines there is an insufficient number of eligible training providers in a local area, the Local WDB may award contracts on a sole-source basis as per the provisions at WIOA sec. 123(b);

(2) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;

(3) Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and

(4) One-stop operators in accordance with §§ 678.600 through 678.635 of this chapter;

(m) In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities;

(n) Coordinate activities with education and training providers in the local area, including:

(1) Reviewing applications to provide adult education and literacy activities under WIOA title II for the local area to determine whether such applications are consistent with the local plan;

(2) Making recommendations to the eligible agency to promote alignment with such plan; and

(3) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;

(o) Develop a budget for the activities of the Local WDB, with approval of the chief elected official and consistent with the local plan and the duties of the Local WDB;

(p) Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the local area, in accordance with WIOA sec. 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and

(q) Certification of one-stop centers in accordance with § 678.800 of this chapter.

The purpose of this agreement is to adhere to 20 CFR 679.430, that requires the SEAWDB to enter into an agreement with SEAEDD to clarify its responsibilities and requirements as Local Workforce Development Board Staff, as previously stated.

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. Any amendment or change to this Agreement, shall be maintained by the Board Staff and shall be available for review by the Arkansas Department of Workforce Services and U. S. Department of Labor. Should any part of this Agreement be invalidated or otherwise rendered unenforceable, the remainder of the Agreement shall remain in full force and effect. Nothing contained herein shall be construed in a manner that limits the authority of the Southeast Arkansas Workforce Development Board.

This Agreement and any amendments hereto shall be effective between and among each unit of local government adopting this Agreement as of the date of the signing by the SEAWDB Chairman and SEAEDD Executive Director, pursuant to the Governor's designation of the aforementioned 10 counties, for execution

of activities authorized by WIOA. This Agreement becomes effective upon acceptance by all parties for execution of activities authorized by WIOA and shall remain in force until such time as the Southeast Arkansas Workforce Development Boards Chairman or SEAEDD Executive Director calls for a modification, amendment, alteration of the terms or conditions contained herein.

In the event a dispute arises concerning issues or decisions between the SEAWDB and the SEAEDD, it shall be settled through mutual discussion and negotiation. The SEAWDB shall have the final determination on any unsettled conflict or outstanding issue by a simple majority vote of the SEAWDB as a body. In the event there is a dispute among the Southeast Arkansas Workforce Development Boards, it shall be settled through mutual discussion and negotiation of the CEOs as a body. If the dispute is not settled through those means, the matter shall be referred to the CEO Executive Committee for resolution by simple majority vote of the Executive Committee, whose decision shall be final and binding on the CEOs.

A newly appointed SEAEDD Executive Director or a newly elected SEAWDB Chairman shall submit an addendum acknowledging that he or she has read, understands, and will comply with this Agreement, and reserves the option to request negotiations to amend the Agreement at any time during the Chairman's tenure of office.

The SEAWDB Chairman and the SEAEDD Executive Director executing this Agreement are properly authorized to do so.

Authorized Signatures:

This agreement shall be effective June 18, 2019, and is entered into by and on the behalf of:



James Wilson, Chairman of Southeast Arkansas Workforce Development Board

6-19-19
Date



Patrecia Hargrove, Executive Director of Southeast Arkansas Economic Development District, Inc.

6/19/19
Date

WORKFORCE INNOVATION AND OPPORTUNITY ACT

Authorization of Signature

TO: Arkansas Department of Workforce Services
Employment Assistance
Post Office Box 2981
Little Rock, Arkansas 72203-2981

FROM:

Randy Pruitt 8-12-21
(1) Signature Date
Randy Pruitt, Grant County Judge (CEO Chair)
Typed Name Title
Southeast Arkansas Economic Development District, Chief Elected Official
Organization/Agency Name (Please Type)
P.O. Box 6806, Pine Bluff, AR 71611
Address (Number/Street/City/State/Zip Code +4) (Please Type)

I certify that the person(s) whose signature(s) appear below is(are) a representative(s) of the above named organization, and is(are) authorized to sign subgrants, subgrant modifications, financial documents, reports, and other official documents required for programs funded under the Arkansas Workforce Innovation and Opportunity Act.

Authorized Signature(s):

SEAEDD Executive Director, Patrecia Hargrove

SEAWDB Chair, Andrew Wargo III

(2) Typed Name

(3) Typed Name

Patrecia Hargrove
Signature

Andrew Wargo III
Signature

The above signature(s) shall not be honored unless countersigned by the following:

Required Countersignature(s):

and/or

(4) Typed Name

(5) Typed Name

Signature

Signature

These signatures shall be valid for the period from:

(6)

to

**Southeast Arkansas Workforce Development Board
and
Southeast Arkansas Economic Development District, Inc.**

**Southeast Arkansas Workforce Development Area
Board Staff Agreement**

ADDENDUM OF ACKNOWLEDGEMENT

The newly elected SEAWDB Chairman acknowledges that he has read, understands, and will comply with this Agreement, and reserves the option to request negotiations to amend the Agreement at any time during the SEAWDB Chairman's tenure of office.

This Agreement and any amendments hereto shall be effective between and among each unit of local government adopting this Agreement as of the date of the signing by the SEAWDB Chairman and SEAEDD Executive Director, pursuant to the Governor's designation of the aforementioned 10 counties, for execution of activities authorized by WIOA. This Agreement becomes effective upon acceptance by all parties for execution of activities authorized by WIOA and shall remain in force until such time as the SEAWDB Chair or SEAEDD Executive Director calls for a modification, amendment, alteration of the terms or conditions contained herein.

The SEAWDB Chair executing this Agreement is properly authorized to do so.

Authorized Signatures:

This addendum of acknowledgement shall be effective August 12, 2021, and is entered into by and on the behalf of:



Andrew Wargo III, SEAWDB Chair