ONE -STOP OPERATOR AGREEMENT

The following One-Stop Operator AGREEMENT (AGREEMENT) sets forth the terms of AGREEMENT for the Southwest Arkansas Workforce Development Board ("WDB"), and Southwest Arkansas Planning and Development District (SWAPDD).

I. Purpose of AGREEMENT

It is the purpose of this AGREEMENT to specify the roles and responsibilities of the One-Stop Operator as they relate to managing and operating the One-Stop system in the Southwest Arkansas Workforce Development Area ("SWAWDA") under the Workforce Innovation and Opportunity Act. The One-Stop Operator was selected through a competitive process that was voted on by the WDB and agreed to by the Local Chief Elected Official(s).

II. One-Stop Center Commitments

The One-Stop Operator will ensure that the comprehensive One-Stop Center(s) and any affiliate sites operate in a manner that supports the operational policies and procedures of the WDB and of the Workforce Innovation and Opportunity Act of 2014 One-Stop required partnerships. The organizations operating at, or in association with the One-Stop Center, comprehensive or affiliate, sign a Memorandum of Understanding outlining their commitments. The Memorandum of Understanding, at a minimum, includes:

1. A description of services to be provided through the One-Stop delivery system, including the manner in which the services will be coordinated and delivered through the system.
2. AGREEMENT on funding the costs of the service and operating costs of the system, including:
   a. Funding of infrastructure costs of One-Stop Centers; and,
   b. Funding of the shared services and operating costs of the One-Stop delivery system.
3. Methods for referring individuals between the One-Stop Operator and partners for appropriate services and activities.
4. Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
5. The duration of the Memorandum of Understanding and procedures for amending it.

6. Assurances that each Memorandum of Understanding will be reviewed annually, and if substantial changes have occurred, renewed, to ensure appropriate funding and delivery of services; and
7. Other content required by the State of Arkansas and/or USDOL.

The Memorandum of Understanding, infrastructure and resource sharing AGREEMENT further defines the operational commitments of each required partner.

III. One-Stop Operator Role and Function

The One-Stop Operator must coordinate the service delivery of core and required one-stop partners and other partners working with the comprehensive One-Stop Center. This includes managing partner responsibilities in the comprehensive One-Stop Center as defined in the Memorandum of Understanding.

The Workforce Innovation and Opportunity Act Memorandum of Understanding serves the key purpose of defining partner roles and focuses, in part, on the shaping of the workforce system. This Agreement includes provisions for the mutual sharing of resources, the establishment of referral agreements, and any other collaborative arrangements as mutually agreed upon by the Parties. In the end, the overall goal is to ensure efficiency within the Southwest Arkansas workforce system.

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

The Workforce Innovation and Opportunity Act has two tiers of partners: Core Program Partners and Required Partners.

The Core Program Partners who are required to collaborate and participate in the One-Stop System include: Workforce Innovation and Opportunity Act Adult, Dislocated Workers, Youth; Wagner-Peyser labor exchange; Adult Education and Literacy; and Vocational Rehabilitation.

Required Program Partners must participate in the Memorandum of Understanding process and provide coordinated services with the comprehensive One-Stop Centers. Required Program Partners include the four Core Program Partners as well as: Career and Technical Education, Title V Older Americans, Job Corps, Native American Programs, Migrant Seasonal

Farmworkers, Veterans, YouthBuild, Trade Act, Community Services Block Grant, HUD, Unemployment Compensation, Second Chance, and TANF. In the event any of the required partners do not have funding in the SWAWDA, their participation is waived.

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

In support of the Workforce Innovation and Opportunity Act Memorandum of Understanding the One-Stop Operator responsibilities will also include:

- Roles and responsibilities described in the attached response to the Request for Proposal submitted by the Southwest Arkansas Planning and Development District which includes:
    - Convene Regular Partner Meetings at the Comprehensive and Affiliate Centers
    - Monitor Customer Flow, Referrals, and Front-Line Coordination
    - Report Challenges, Gaps, and Successes to the Board Quarterly
    - Serve as Point of Contact for System-Level Complaints and Issue Resolution
    - Client Flow and Integration
    - Resource Room Management
    - Partner and Staff Training
    - One-Stop Certification
    - System Orientation

IV. Duration of AGREEMENT

The AGREEMENT will commence on September 1, 2025, and shall remain in full force and effect until June 30, 2029. This AGREEMENT will be reviewed at a minimum annually. This AGREEMENT will be shared with all One-Stop Partners and distributed to the various One-Stop Partners at any time that it is changed or amended.

V. Budget

For the period September 1, 2025, through June 30, 2026, the One-Stop Operator budget shall not exceed $40,580. Subsequent years may be adjusted upon review and approval by the WDB. Budget changes in subsequent years must be included through a modification of this AGREEMENT. The line-item breakdown is included in the attached response to the Request for Proposal submitted by Southwest Arkansas Planning and Development District.

VI. Dispute Resolution

Workforce Innovation and Opportunity Act One-Stop partners, at times, may have a disagreement about some matter with a One-Stop Operator that falls outside the scope of the Memorandum of Understanding and that they are unable to resolve. In this case, they can document the issue and efforts they have made to resolve it and submit the documentation to the WDB Executive Committee who will issue a written recommendation for resolving the issue. In the event the recommendation from the Executive Committee does not resolve the dispute, the documentation of the issue and the efforts made to resolve it will be referred to the State Workforce Development Board to resolve the issue on behalf of the Governor or to the Governor.

VII. Amendment

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

VIII. Severability

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

IX. Monitoring

The One-Stop Operator will be formally monitored annually by an independent monitor and the results will be provided to the WDB.

X. Termination

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

Termination Due to Loss of Funding: In the event the funding streams are discontinued or significantly reduced, the WDB may provide notice of termination to the One-Stop Operator.

Termination for Cause: WDB may terminate the AGREEMENT, if after following the provisions set forth in this AGREEMENT, it determines that the One-Stop Operator has failed in the performance of the covenants and obligations of the AGREEMENT. The WDB shall notify the One-Stop Operator in writing of the termination and reasons for the termination, together with the effective date.

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

XI. Authority

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

Renee Dycus 9/8/25

Renee Dycus, Executive Director Date
Southwest Arkansas Planning and Development District

10/3/25

Chair Date
Southwest Arkansas Workforce Development Board