

## NOTICE AND AGENDA OF MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **Maricopa County Workforce Development Board** and to the general public that the **Maricopa County Workforce Development Board** will hold a meeting open to the public on:

**Thursday, October 29, 2020 – 10:00 a.m.**

WebEx: <https://mcwdb-1095-9b71.my.webex.com/meet/mcwdb>

Phone: +1-510-338-9438; Access Code/Meeting ID: 625 125 871

The Agenda for the special meeting is as follows:

**\*Indicates materials attached, please review/read prior to meeting.**

*The Board may vote to go into an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant A.R.S. 38-431.03(A)(3).*

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### 1. Call to order.

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### 2. Roll Call.

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### 3. Welcome and Opening Remarks.

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### 4. Consent Agenda.

*Discussion and possible action.*

The board will consider and vote on the items on the consent agenda. Consent agenda is established to efficiently dispense the business of the MCWDB. These items will not be discussed unless a Member of the Board asks to remove the item from the consent agenda.

- Meeting Minutes: September 23, 2020\*
- One Stop Operator Monthly Report\*
- Workforce Development Division Quarterly Report\*

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### 5. Shared Governance Agreement.\*

*Discussion and possible action.*

- The board will consider the selection of the Maricopa County Human Services Department as the Youth Services Provider and recognize that the Maricopa County Workforce Development Board has the authority to either a) choose to have the grant recipient provide youth services or b) competitively award grants or contracts for youth services, affirming the decision made on September 23, 2020 to approve the service provider agreement. As stated in the Shared Governance Agreement, and delineated in the termination section of the Service Provider Agreement, this decision is revocable by the Workforce Development Board.
- The board will consider additional revisions to the Shared Governance agreement per the additional Arizona Department of Economic Security feedback. The board will discuss and vote on the final Shared Governance Agreement for submission to the Board of Supervisors and subsequently to the Arizona Department of Economic Security.

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### 6. Provider Committee.

*Discussion and possible action.*

- The board will consider the creation of a Provider Committee that will review the performance of all service providers, lead competitive procurement processes, provide performance evaluations and recommendations to the full board on these relationships and/or contracts.
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*PUBLIC PARTICIPATION AND ACCESS: "The public must be allowed to attend and listen to deliberations and proceedings taking place in all public meetings, A.R.S. § 38-431.01(A); however, Open Meeting Law does not establish a right for the public to participate in the discussion or in the ultimate decision of the public body." Note: Agenda items may be taken out of order*

*"Equal Opportunity Employer/Program." "Auxiliary aids and services are available upon request to individuals with disabilities." A sign language interpreter, alternative format materials, or infrared assistive listening devices will be made available within 72 hours' notice. Additional reasonable accommodations will be made available to the extent possible within the time frame of the request. Arizona@Work: Maricopa County products and services are made available through federal funding provided by the Workforce Innovation and Opportunity Act (WIOA); serving Employers by aiding job seekers, adults, dislocated workers and youth.*

**7. Bylaws.\***

*Discussion and possible action.*

- The board will consider revisions to the MCWDB Bylaws. The board will discuss and vote on the final MCWDB Bylaws for submission to the Board of Supervisors and subsequently to the Arizona Department of Economic Security.
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**8. Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA).\***

*Discussion and possible action.*

- The board will consider the MOU and IFA and recommendation of approval from the Fiscal Agent. The board will discuss and vote on the final MOU and IFA for submission to the Board of Supervisors and subsequently the Arizona Department of Economic Security.
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**9. Local Plan.\***

*Discussion and possible action.*

- The board will discuss and vote on the new PY2020-23 local plan, pending any public comments for submission to the Board of Supervisors and subsequently to the Arizona Department of Economic Security.
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**10. Call to the Public.**

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**11. Adjourn.**

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**MINUTES OF PUBLIC MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD**

**Wednesday, September 23, 2020 – 9:30 a.m.**

**REMOTE MEETING**

WebEx: <https://mcwdb-1095-9b71.my.webex.com/meet/mcwdb>

Phone: +1-510-338-9438; Access Code/Meeting ID: 625 125 871

**Members Present:** Bonnie Schirato (Ph.), Brent Downs (Ph.), Christine Colon (Ph.), Christopher Tafoya (Ph.), Collin Stewart (Ph.), Elizabeth E. Cole (Ph.), Gregg Ghelfi (Ph.), Loren Granger (Ph.), Marcia Veidmark (Ph.), Mark Wagner (Ph.), Matthew McGuire (Ph.), Shawn Hutchinson (Ph.), Stan Chavira (Ph.), Tina Drews (Ph.), Vanessa Andersen (Ph.)

**Members Absent:** Neal Dauphin, Erik Cole

**Call to Order.**

Interim Chairman, Matt McGuire, called the meeting to order at 9:30 a.m., welcomed members of the board and the public to the MCWDB meeting and requested roll call.

**Roll Call.**

Board Liaison, Nancy Avina took roll. Quorum was present.

**Opening Remarks.**

**Welcome** – Interim Chairman, McGuire provided brief open meeting law and order reminders. He briefly touched activity during the last month, including getting the corrective action plan distributed and mobilizing the compliance advisory workgroup. He thanked those members for committing the extra time.

**New Board Member Introductions** – Interim Chairman, McGuire welcomed the new board members and opened the floor for brief introductions. Christine Colon, Brent Downs and Marcia Veidmark introduced themselves.

**New Interim Executive Director Introduction** - Interim Chairman, McGuire welcomed new Interim Executive Director, Bill Wiley and opened the floor for a brief introduction. Bill Willey introduced himself.

**Review Vision, Values and Goals** – Interim Chairman, McGuire reviewed the vision, values and goals of the board.

**Consent Agenda.**

Interim Chairman, McGuire, reviewed consent agenda items and asked if anyone wished to move consent agenda items to the regular agenda, hearing none, he proceeded to ask for a motion to approve the consent agenda. Gregg Ghelfi made the motion. Shawn Hutchinson seconded the motion. No discussion held. Roll call vote held:

**In favor:** Bonnie Schirato, Brent Downs, Christine Colon, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Gregg Ghelfi, Loren Granger, Marcia Veidmark, Mark Wagner, Matthew McGuire, Shawn Hutchinson, Stan Chavira, Tina Drews, Vanessa Andersen

**Opposed:** None

**Abstained:** None

Motion carried.

**Review and approval of the Compliance Advisory Committee Recommendations regarding the Shared Governance Agreement.\***

Interim Chairman, Matt McGuire provided a brief overview on the activity of the shared governance agreement (SGA). He asked for a motion to approve the shared governance agreement. Shawn Hutchinson made a motion. Loren Granger seconded the motion.

Interim Chairman McGuire opened the floor for discussion and asked Assistant County Manager, Lee Ann Bohn to provide background information. Ms. Bohn shared a brief summary of the compliance advisory workgroup 45-minute review and noted 2 additional changes: (1) adding an explicit statement indicating the MCWDB selected the

Human Services Department, Workforce Development Division as the provider, per DES and (2) amended the organizational chart for clarity – Ms. Bohn walked the board through the organizational charts. Workgroup members provided comment on DES feedback/concerns received and approach in clarifying joint-decision making between BOS and the MCWDB, preserving the firewall and performance measures ensuring the board could give good input.

Board members expressed concern with section D. Youth services and opposing view point of competitive procurement requirement according to TEG 21-16. Additionally, board members expressed recommendation of adding language under section J. regarding that the MOU/IFA may be amended/renewed by partners as needed – clarification was provided by Legal Counsel, Andrea Cummings regarding adding language. Ms. Bohn also pointed out that amendments is covered in the MOU/IFA and may not be necessary in the SGA – discussion included possibly adding that additional language is found on the MOU/IFA. An additional comment was made on adding language on the involvement of all core partners.

Given the discussion, the motion was modified to have the shared governance agreement passed with the amendments specifically discussed in the discussion including clarification language regarding the MOU to the strongest extent legally possible. Shawn Hutchinson amended his motion. Loren Granger seconded the amended motion.

**In favor:** Bonnie Schirato, Brent Downs, Christine Colon, Christopher Tafoya, Collin Stewart, Gregg Ghelfi, Loren Granger, Marcia Veidmark, Mark Wagner, Matthew McGuire, Shawn Hutchinson, Stan Chavira, Tina Drews  
**Opposed:** Elizabeth E. Cole, Vanessa Andersen  
**Abstained:** None

Motion carried.

#### **Review and approval of the Compliance Advisory Committee Recommendations regarding the Service Provider Agreement.\***

Interim Chairman, Matt McGuire asked for a motion to approve the Service Provider Agreement. Shawn Hutchinson made a motion to approve. Stan Chavira seconded the motion. Interim Chairman, Matt McGuire asked Assistant County Manager, Lee Ann Bohn to provide a summary of the compliance advisory workgroup review. Ms. Bohn informed of the significant change of the inclusion of Youth Services. Additional corrections included adding youth to the performance metrics section, changed language that talks about the service provider choosing new locations to ensure those are presented to the board, soften language under service provider performance metrics input from shall to may, and correction of typos and grammatical errors.

Discussion was held. Board members asked questions/clarification on youth services section. A recommendation of listing the 14 elements in order was made, clarification was asked on L & M and title II reference, concerns regarding sub-contracting were also shared. Clarification was provided; references to title II will be removed. Discussion on youth services, sub-contracting, reporting and service provision held. Concerns were addressed throughout discussion.

Given the discussion, Mr. Hutchinson amended his motion to strike the availability through title II on L & M. Loren Granger seconded the amended motion.

**In favor:** Bonnie Schirato, Brent Downs, Christine Colon, Christopher Tafoya, Collin Stewart, Gregg Ghelfi, Loren Granger, Marcia Veidmark, Matthew McGuire, Shawn Hutchinson, Stan Chavira, Tina Drews  
**Opposed:** Elizabeth E. Cole, Vanessa Andersen  
**Abstained:** Mark Wagner

Motion carried.

#### **Finance Updates**

**Monthly Summary of WIOA Financials\*/ FY2021 Budget\*** - WIOA Fiscal Agent, Jacqueline Edwards presented on the Maricopa County FY2021 WIOA Recommended Budget. She shared information on FY21 available funding

over all (\$24.4M), funding available by program (AD, DW, Youth, Rapid Response), DW fund transfer recommendation of \$4.7M, FY21 WIOA budget recommendation of \$18.6M. 2 formal recommendations were made by the Fiscal Agent (1) Approve transfer of \$4,704,430 in Dislocated Worker program funds to Adult program and authorize the WDB Chair to sign and (2) Approve Recommended Budget by Program as presented for a total not-to-exceed amount of \$18,661,610.

Interim Chairman, Matt McGuire asked for a motion for approval of the 2 recommended items as presented. Shawn Hutchinson made a motion. Bonnie Schirato seconded the motion. Interim Chairman, McGuire opened the floor for questions and discussion. Board members asked further questions regarding the Dislocated Worker transfer, Clarification was provided by Ms. Edwards.

Roll call vote held:

**In favor:** Bonnie Schirato, Brent Downs, Christine Colon, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Gregg Ghelfi, Loren Granger, Marcia Veidmark, Mark Wagner, Matthew McGuire, Shawn Hutchinson, Stan Chavira, Tina Drews, Vanessa Andersen

**Opposed:** None

**Abstained:** None

Motion carried.

### **Update on the Local Plan.**

**Introduction of Consultant, Trevor Stokes/ Timeline** – Interim Executive Director, Bill Wiley provided brief background information on the local plan and introduced consultant, Trevor Stokes. Mr. Wiley informed the goal is to have a document ready for review and public comment by October 15<sup>th</sup>. Mr. Wiley asked Mr. Stokes to provide an update; Mr. Stokes provided additional information on what his team is working on. He indicated assurance that the work is on track and organized the work into 2 different teams (production and leadership team) and informed on details of the work. Interim Chairman, McGuire expressed his support, brief additional comments added by Mr. Willey.

Questions were addressed regarding the public comment period and timelines. Clarification and a brief walk through of the timeline was provided by Mr. Stokes and Mr. Wiley. Members recommended ensuring core partner involvement and input as soon as possible.

### **Youth Committee Update.**

Youth Committee Chair, Elizabeth E. Cole provided an overview of what was covered during the last youth committee meeting including informing on new committee members and providing brief summaries of the presentations given during the meeting. She informed on a Fry's blueprint on the pandemic and will be sharing the blueprint with board members.

### **Call to the Public.**

Interim Chairman, Matt McGuire made a call for public comment. No public comment made.

### **Adjourn Full Board Meeting.**

Interim Chairman, Matt McGuire adjourned the Full Board meeting at 11:10 a.m.

*\*For additional information, contact MCWDB staff at: [MCWDB@maricopa.gov](mailto:MCWDB@maricopa.gov)*





## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

### Consent Agenda Committee and Workgroup Report

Chairs and Leads, Email your report to: [mcwdb@maricopa.gov](mailto:mcwdb@maricopa.gov) at least 2 weeks prior to the next committee/board meeting.

**Report Type: Other**

**Reporting Period: 09-01-2020 – 09-30-2020**

**Provide a brief summary, including highlights:**

Since the last One-Stop Operator's report out to the MCWDB Executive Committee for **September** 2020, the following actions were achieved (see "Describe Actions Taken" section for more detail).

**Describe actions taken:**

**OSO PERFORMANCE AREA "FACILITATE INTEGRATED SERVICE DELIVERY (ISD)" UPDATE**

***09.11.2020 Collaboration Group Session:***

- ▶ The OSO team informed the Partners we engaged with other local One-Stop Operators:
  - ▶ The City of Phoenix OSO Team demonstrated and highlighted features of their new customer referral system in SharePoint. We shared with them our current customer referral system using Google sites. The City of Phoenix requested to copy the referral form we developed in collaboration with Maricopa County's core WIOA Program Partners.
  - ▶ Pinal County OSO shared with us their system for customer intake and customer referrals, including other innovations towards service delivery and integration, which is the primary mandate of the OSO role.

Continuing efforts towards developing a joint action plan in collaboration with the Program Partners for co-enrollment starting with creating a joint problem statement and vision.

Reviewed pathways towards developing a co-enrollment approach by reviewing Texas and Washington's co-enrollment policy and regulation outlines to include:

- ▶ Assessing co-enrollment bundles for existing policy and define eligibility for enrollment
- ▶ Confidentially
- ▶ Data sharing



- ▶ Customer referrals
- ▶ Customer follow-up
- ▶ Partner feedback about co-enrollment
- ▶ OSO shared the current focus on finding ways to create sustainability amongst the current integrated systems developed. For example, the virtual collaboration site, customer referral system, and co-enrollment approaches.

### **OSO PERFORMANCE AREA “WORKING COLLABORATIVELY” UPDATE**

- ▶ OSO met with Titles I-B, II, III Partners to complete their Virtual Site & Customer Referral System Training & Technical Assistance Sessions.

#### **Title I-B:**

- ▶ Adult/ Dislocated Worker - Elaine Ferinas, David Bergeson, Deb Furlong, Tom Colombo, Lemuel Carter, Laura Malhoit
- ▶ Business and Community Services - Kevin Dumcum, Tina Wadham, Andrew Witzel
- ▶ Youth - Tina Luke & JakinDee Kosaka

#### **Title II:**

- ▶ Adult Education, Maricopa County Adult Probation - Kristi Wimmer
- ▶ Adult Education, Queen Creek Public - Miguel Garcia, Sheryl Rud, Maria Silva
- ▶ Adult Education services - Patrick Brown

#### **Title III:**

- ▶ Employment Services AZ DES Workforce Development Administration (WDA) - Tim Tucker, Edward Abramowitz
- ▶ OSO attended a collaboration between the Adult Ed and Adult, Dislocated Worker, and Youth Workforce Services to discuss virtual presentations for students attending Adult Education with the goal to increase co-enrollment
- ▶ OSO met with Interim Executive Director, Bill Wiley and Trevor Stokes to assist with needed content for preparation of the Local Plan

### **OSO PERFORMANCE AREA “ACT AS A LIAISON” UPDATE**

- ▶ Forwarded results to TITLE I-B Business Analysis for the following:
  - ▶ ETPL’s current alignment with MCWDB’s priority industry sectors and 100+ target occupations, presented the results to the MCWDB Quality Workforce Workgroup last October.
  - ▶ Link and background on the virtual site titled the MCWDB WIOA Programs Performance Reporting Dash that includes:
    - A Performance Accountability Learning Library
    - Core WIOA Programs and Partners Quarterly Success Stories

- A real-time and visual view of the core WIOA programs quarterly performance result. This approach would allow Program Partners to enter their data before the deadline themselves, which would then update on this site in real-time.
  - A collective overview of the Maricopa County workforce development area's core WIOA performance results.
- ▶ Note: Q4 data is currently unavailable but will be available next week.

**OSO PERFORMANCE AREA “DELIVERY OF ONGOING TRAINING & TECHNICAL ASSISTANCES”  
UPDATE**

- ▶ Transferred to a new Google platform that will host the virtual site and referral system from now on. This new platform enhances data security, improves virtual collaboration, provides unlimited storage space, expands our access to interactive virtual tools, and so much more.
- ▶ The OSO team successfully met with Program Partners from TITLE I-B, II, and III to conduct the official overview and training for the new virtual collaboration site and customer referral system.
- ▶ The demo of the virtual collaboration site and customer referral system included:
  - Virtual collaboration site PartnerLink
  - Additional features available on the virtual collaboration site PartnerLink
  - Programs and Partners Service Dash and Page
  - Customer Referral Dash and Customer Referral Page
  - Demo how to submit, receive and process a customer referral
- ▶ Assigned each program and partner that completed a training and technical session an action which is to complete their program's virtual site data worksheet:
  - Summary of Program
  - Contact Info & Locations
  - Summary of Services/ Fees if applicable
  - Prepare Customer for Referrals
  - Eligibility Documentation and Requirements
  - Additional Contact/Information for Customer

- ▶ Scheduled or reached out to schedule ninety-minute training and technical sessions with additional Program Partners for October:
  - Scheduled WIOA TITLE II Adult Education, Friendly House Inc. - Cathy Turley, Jose Vaquera, Minja Maksimovic
  - Scheduled WIOA TITLE II Adult Education, International Rescue Committee - Melissa Manes
- ▶ Sent a request to all WIOA Title IV Vocational Rehabilitation Program Leaders, still pending a response

### **OSO PERFORMANCE AREA “INNOVATIVE TECHNOLOGIES” UPDATE**

- ▶ Moving to the new Google platform will require new links that OSO will provide to all workforce system participants for the following:
  - ▶ PartnerLink (virtual collaboration site)
  - ▶ Program & Partners Customer Referral, Programs, and Services Virtual Sites & Pages Detail (submit a customer referral, how to prepare a customer for a program’s services, Program Partner facing details about the local area WIOA programs, services, and partners)
  - ▶ Customer Referral Form Response Database Sheet (track progress or process customer referrals submitted & received)
- ▶ Updated customer referral forms per program partner feedback
  - ▶ Reformatted customer referral form response database per program partner feedback
- ▶ Setting up the referral form to send a completed copy to the customer via email
  - ▶ Setting up the system to create an automated user-friendly pdf version of the completed referral form
  - ▶ Completed session recaps and requested for program partners to complete their program’s virtual site data worksheet
  - ▶ Efforts to create a seamless user experience inspired the programs virtual data workbook PY 2020-2021. The virtual data workbook contains all the data available on the virtual collaboration site and referral system for participating programs and provides:
    - ▶ A single approach, for Program Partners to review their program's data available virtually.
    - ▶ Allows Program Partners to perform revisions to their program's virtual data worksheet whenever needed because any activity that occurs on the Programs Virtual Data Workbooks the OSO will receive daily auto-generated email notifications.

### **DESCRIBE UPCOMING ACTIONS AND/OR ACTIVITIES:**

Upcoming goals and deliverables focus on launch of the new Google platform on October 19. New links will be sent out to all workforce system partners for the new platform. Receipt of partner

virtual data worksheet is scheduled for October 23 and the launch of the customer referral platform will occur on October 27, 2020. OSO will send out approved communication inviting WIOA Program Leaders and MCWDB members' to convene and discuss the WIOA programs performance accountability requirements and primary indicators of performance upon approval of the drafted content from MCWDB staff. Continue our efforts towards facilitating integrating service delivery (ISD) with a strong focus on Program Partner engagement and integrated approach to co-enrollment and continuous quality improvements to the customer referral system.

\*Remember to attach this document to your email. Submit questions to staff via email at: [mcwdb@maricopa.gov](mailto:mcwdb@maricopa.gov)





MARICOPA COUNTY

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## ARIZONA@WORK MARICOPA COUNTY

Quarterly Operations Report, Program Year 2019, 4<sup>th</sup> Quarter

9/3/2020



HUMAN SERVICES  
DEPARTMENT

FY20

## Workforce Development Division

Budget Item		YTD		Balance	Expended %
		Budget	Expenditures	Remaining	
<b>Personnel</b>					
Personnel		\$ 6,956,350	\$ 6,173,929	\$ 782,421	89%
<b>Total Personnel</b>		<b>\$ 6,956,350</b>	<b>\$ 6,173,929</b>	<b>\$ 782,421</b>	<b>89%</b>
<b>Services</b>					
Apprenticeships		\$ 1,086,700	\$ 879,936	\$ 206,764	81%
Occupational Skills Training		\$ 2,380,802	\$ 3,687,424	\$ (1,306,622)	155%
WEX		\$ 1,263,871	\$ 1,236,765	\$ 27,106	98%
Supportive Services		\$ 312,535	\$ 320,342	\$ (7,807)	102%
Special Projects & Youth Elements		\$ 470,874	\$ 399,130	\$ 44,552	85%
<b>Total Services</b>		<b>\$ 5,514,782</b>	<b>\$ 6,523,600</b>	<b>\$ (1,008,818)</b>	<b>118%</b>
<b>Operations</b>					
Operations		\$ 1,623,700	\$ 1,216,970	\$ 406,730	75%
<b>Total Operations</b>		<b>\$ 1,623,700</b>	<b>\$ 1,216,970</b>	<b>\$ 406,730</b>	<b>75%</b>
<b>MOVE COST</b>					
<b>Total Move</b>		<b>\$ 500,000</b>	<b>\$ 257,996</b>	<b>\$ 242,004</b>	<b>52%</b>
<b>Total</b>		<b>\$ 14,594,832</b>	<b>\$ 14,172,496</b>	<b>\$ 422,336</b>	<b>97%</b>

## WIOA Performance Indicators – Program Year 2019

The Workforce Innovation and Opportunity Act (WIOA) identifies the primary indicators of performance under Title I, Chapter 4 – Performance Accountability (Sec. 116) and, in agreement with the Chief Elected Official (CEO), the Workforce Development Board is responsible for oversight of program performance. The performance indicators measure employment and educational outcomes of WIOA program participants, and include:

1. **Employment Rate (2<sup>nd</sup> Quarter After Exit):** The percentage of participants who are in unsubsidized employment (or education/training activities for Youth Program participants) during the second quarter after exit from the program
2. **Employment Rate (4<sup>th</sup> Quarter After Exit):** The percentage of participants who are in unsubsidized employment (or education/training activities for Youth Program participants) during the fourth quarter after exit from the program.
3. **Median Earnings (2<sup>nd</sup> Quarter After Exit):** The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.
4. **Credential Attainment:** The percentage of those participants enrolled in an education or training program who attain a recognized postsecondary credential or a secondary school diploma/equivalent, during participation in or within one year after program exit.
5. **Measurable Skill Gains:** The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.
6. **Effectiveness in Serving Employers:** Effectiveness of the core programs in serving employers. (Source: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 10-16, Change 1)

In September 2018, the Maricopa County Workforce Development Board, the Board of Supervisors (CEO), and the Arizona Department of Economic Security (DES) negotiated and reached agreement on the local levels of performance for Program Years 2018 and 2019. The negotiated levels of performance for the Maricopa County workforce development area are displayed in the “Target” columns for each program in Table 1. Measurable Skill Gains is the only “real-time” Title I performance indicator. All other indicators are exit-based, reflecting outcomes of individuals that finished receiving services before the start of the Program Year.

Baseline data is currently being collected for the Measurable Skills Gains indicator for all programs, the Median Earnings indicator for the Youth program, and the Effectiveness in Serving Employers indicator. For PY18 and PY19, baseline indicators will not be considered in performance calculations (TEGL 09-17).

Table 1 PY19 WIOA Performance Indicators

	Adult Program					
	Target	YTD	Q1	Q2	Q3	Q4
Employment Rate (2nd Quarter)	76.00%	<b>70.26%</b>	68.03%	77.48%	62.04%	71.03%
Employment Rate (4th Quarter)	68.00%	<b>71.18%</b>	74.85%	68.58%	66.52%	74.55%
Median Earnings	\$6,400.00	<b>\$8,204.22</b>	\$6,879.09	\$9,307.80	\$7,215.57	\$8,731.13
Credential Attainment	67.00%	<b>76.60%</b>	60.90%	68.53%	73.79%	88.46%
Measurable Skill Gains	Baseline	<b>72.44%</b>	14.96%	62.99%	15.31%	33.47%
	Dislocated Worker Program					
	Target	YTD	Q1	Q2	Q3	Q4
Employment Rate (2nd Quarter)	78.50%	<b>74.14%</b>	63.64%	50.00%	80.00%	76.60%
Employment Rate (4th Quarter)	72.00%	<b>65.85%</b>	63.64%	69.23%	54.55%	83.33%
Median Earnings	\$8,200.00	<b>\$9,737.79</b>	\$6,398.65	\$8,846.36	\$4,520.23	\$10,045.85
Credential Attainment	66.00%	<b>66.67%</b>	83.33%	66.67%	50.00%	66.67%
Measurable Skill Gains	Baseline	<b>58.33%</b>	21.43%	26.67%	25.00%	36.36%
	Youth Program					
	Target	YTD	Q1	Q2	Q3	Q4
Employment/Education Rate (2nd Quarter)	69.50%	<b>68.61%</b>	52.33%	75.00%	75.31%	70.97%
Employment/Education Rate (4th Quarter)	71.00%	<b>67.35%</b>	73.81%	72.09%	55.81%	63.00%
Median Earnings	Baseline	<b>\$4,504.92</b>	\$3,557.13	\$4,687.31	\$5,044.34	\$4,369.39
Credential Attainment	44.50%	<b>70.90%</b>	58.33%	74.07%	85.29%	73.17%
Measurable Skill Gains	Baseline	<b>83.91%</b>	28.29%	63.54%	16.18%	31.19%

Key	Exceeds	Meets (90% of Target)	Fails
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ARIZONA@WORK Maricopa County met or exceeded all 11 annual Performance Indicators with established target levels for PY19. This is the 2<sup>nd</sup> year in a row without a failed indicator for Maricopa County.



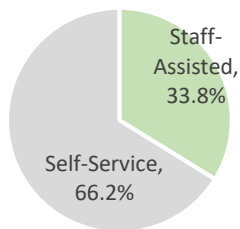
## Program Outreach

In response to COVID-19, most services, including outreach, are being provided virtually. For this reporting period, the youth team connected to 222 youth via phone or email in response to their submission of the Maricopa County Online Job Seeker Inquiry form. In addition, Youth program staff reached out via email, virtual meetings and virtual presentations to over 25 youth serving organizations including: Terros Health, Catholic Charities, Thrive AZ, Juvenile Probation, The Young Center, The Florence Project, Homebase, Child Crisis Center, UMOM, Beyond the Hurt, Marc Center, One-N-Ten, Keys to Success, Choices Pregnancy, Hope Women’s Center, Paz de Christo, New Life Pregnancy, AASK, AZ Youth Partnership, Bridge to Hope, and Salvation Army Family Services. The Business Services and Community Outreach teams partnered with PipelineAZ, Career Connectors, and the City of Chandler to coordinate virtual hiring events that reached over 1000 viewers, connecting hundreds with job openings and resources.

## Individuals Served

In total, 6,127 unique customers were served during this reporting period with 33.8% receiving staff-assisted services and 66.2% of participating in self-service activities. These counts include new and returning customers.

Individuals Served, Q4 PY19

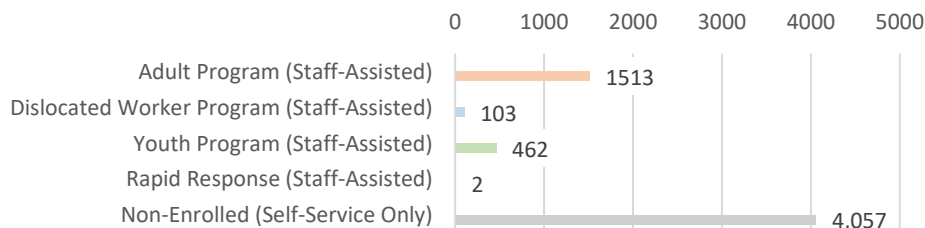


Individuals Served, PY19

	Q1		Q2		Q3		Q4		YTD	
Staff-Assisted	2495	36.9%	2001	38.7%	2245	43.5%	2070	33.8%	4851	28.1%
Self-Service	4268	63.1%	3176	61.3%	2919	56.5%	4057	66.2%	12391	71.9%
<b>Total</b>	<b>6763</b>		<b>5177</b>		<b>5164</b>		<b>6127</b>		<b>17242</b>	

Of those individuals receiving staff-assisted services (N=2,070), a majority were enrolled in the Adult Program (1,513, 73.1%), followed by the Youth Program (462, 22.3%), the Dislocated Worker Program (103, 5.0%), and Rapid Response (2, 0.1%). Due to co-enrollment, participants may be duplicated across programs.

Individuals Served, Q4 PY19



## Adult & Dislocated Worker Programs

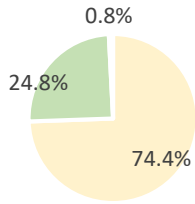
Individuals who are enrolled in the WIOA Adult or Dislocated Worker programs can be categorized as either Participants or Reportable Individuals. Enrolled individuals receiving information-only services or engaging in self-service activities (e.g. Center Orientations, Resource Area) are considered **Reportable Individuals**, and they are not included in WIOA Performance Indicator calculations. WIOA enrollees who receive services beyond information-only and self-service (e.g. Job Search Assistance, Career Planning) are considered WIOA **Participants**.

Individuals can be further categorized according to the types of services they receive. **Basic Career Services** are those services that can be accessed without a detailed determination of WIOA eligibility. Basic Career Services require little to no staff assistance on an ongoing basis, such as the provision of information and referrals to partners. Additional examples of Basic Career Services are workshops, job search assistance, and referrals to supportive services. The services received by Reportable Individuals are information-only or self-service Basic Career Services.

**Individualized and Training services** are available to job seekers in need of intensive case management or upskilling activities. These services require an eligibility determination and include short-term pre-vocational services. Significant staff involvement is required with these services as they are tailored to meet the individual’s needs. Examples of Individualized and Training services are comprehensive assessments, career planning activities, apprenticeships, or occupational skills training.

Of the 1,616 individuals served through the Adult and Dislocated Worker Programs during the 4<sup>th</sup> Quarter, 74.4% were engaged in Individualized and Training Services. The remaining 25.6% were either Basic Career Service Participants (24.8%) or Reportable Individuals (0.8%).

Individuals Served, Adult & Dislocated Worker Programs, Q4 PY19



Individuals Served, Adult and Dislocated Worker Programs, PY19										
	Q1		Q2		Q3		Q4		YTD	
Individualized and Training Service Participants	1203	62.7%	1179	66.4%	1102	64.7%	1203	74.4%	2081	54.8%
Basic Career Service Participants	661	34.5%	563	31.7%	475	27.9%	400	24.8%	1517	39.9%
Information-only or Self-Service Basic Career Services (Reportable Individuals)	54	2.8%	33	1.9%	127	7.5%	13	0.8%	202	5.3%
<b>Total</b>	1918		1775		1704		1616		3209	

Individuals Served, Adult and Dislocated Worker Programs, Q4 PY19

	Adult Program		Dislocated Worker Program		Combined	
Individualized & Training Service Participants	1124	74.3%	79	76.7%	1203	74.4%
Basic Career Service Participants	379	25.0%	21	20.4%	400	24.8%
Information-only or Self-Service Basic Career Services (Reportable Individuals)	10	0.3%	3	2.9%	13	0.8%
<b>Total</b>	1513		103		1616	

WIOA emphasizes service delivery targeted toward priority populations and assistance for job seekers in overcoming barriers to employment. Low-Income status accounted for 39.3% of Adults and 33.0% of Dislocated Workers during the reporting period. Justice-involvement continued to make up a significant portion of the Adult program (21.8%) participants, while Single Parent status was the second-most common barrier among Dislocated Workers (17.0%).

Table 2.1

Barriers	Adult Program						Dislocated Worker Program					
	Individualized & Training		Basic		Total		Individualized & Training		Basic		Total	
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
Displaced Homemakers	1	0.1%	3	0.8%	4	0.3%	5	6.3%	1	4.8%	6	6.0%
Low-Income Individuals <sup>1</sup>	483	43.0%	108	28.5%	591	39.3%	27	34.2%	6	28.6%	33	33.0%
Individuals with Disabilities	46	4.1%	27	7.1%	73	4.9%	3	3.8%	0	0.0%	3	3.0%
Older individuals	70	6.2%	116	30.6%	186	12.4%	8	10.1%	4	19.0%	12	12.0%
Justice-Involved <sup>2</sup>	297	26.4%	30	7.9%	327	21.8%	8	10.1%	3	14.3%	11	11.0%
Homeless individuals or runaway youth	61	5.4%	16	4.2%	77	5.1%	1	1.3%	0	0.0%	1	1.0%
Current or former foster care youth	1	0.1%	0	0.0%	1	0.1%	0	0.0%	0	0.0%	0	0.0%
English language learners, individuals with low levels of literacy or facing substantial cultural barriers	29	2.6%	14	3.7%	43	2.9%	4	5.1%	0	0.0%	4	4.0%
Single parents (Including single pregnant women)	182	16.2%	48	12.7%	230	15.3%	12	15.2%	5	23.8%	17	17.0%
Long-term unemployed (27 or more consecutive weeks)	173	15.4%	49	12.9%	222	14.8%	11	13.9%	2	9.5%	13	13.0%

<sup>1</sup> Low-Income status is determined at the time enrollment and is based on the participant's household income. A family/household income that does not exceed the higher of either the poverty line or 70 percent of the Lower Living Standard Income Level is considered low-income for WIOA purposes. Participation in various public assistance programs also qualifies individuals as low-income.

<sup>2</sup> Justice-Involved counts include participants in the Smart Justice program. However, not every WIOA participant with justice-involvement or criminal record is a Smart Justice program participant.

## Adult & Dislocated Worker Programs - Client Demographics

During the reporting period, individuals enrolled in the Adult Program (N=1,513) were most likely to be aged 25-34 (33.6%), male (68.0%), white (56.2%), and not Hispanic (61.9%). In the Dislocated Worker Program (N=103), the categories making up the largest proportions of program enrollees were ages 45-54 (30.1%), male (58.3%), white (58.3%), and not Hispanic (64.1%).

Table 2.2

	Adult Program						Dislocated Worker Program					
	Individualized & Training		Basic & Reportable Individuals		Total		Individualized & Training		Basic & Reportable Individuals		Total	
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
<b>Age</b>												
14-17	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
18-24	234	20.8%	36	9.3%	270	17.8%	3	3.8%	0	0.0%	3	2.9%
25-34	440	39.1%	69	17.7%	509	33.6%	21	26.6%	4	16.7%	25	24.3%
35-44	247	22.0%	81	20.8%	328	21.7%	22	27.8%	8	33.3%	30	29.1%
45-54	132	11.7%	85	21.9%	217	14.3%	25	31.6%	6	25.0%	31	30.1%
55-64	61	5.4%	80	20.6%	141	9.3%	7	8.9%	6	25.0%	13	12.6%
65+	10	0.9%	38	9.8%	48	3.2%	1	1.3%	0	0.0%	1	1.0%
<b>Sex</b>												
Male	840	74.7%	189	48.6%	1029	68.0%	44	55.7%	16	66.7%	60	58.3%
Female	284	25.3%	200	51.4%	484	32.0%	35	44.3%	8	33.3%	43	41.7%
Not Disclosed	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
<b>Race</b>												
American Indian	64	5.7%	14	3.6%	78	5.2%	1	1.3%	0	0.0%	1	1.0%
Asian	19	1.7%	10	2.6%	29	1.9%	5	6.3%	0	0.0%	5	4.9%
Black	216	19.2%	66	17.0%	282	18.6%	14	17.7%	5	20.8%	19	18.4%
Hawaiian / Pacific Islander	12	1.1%	2	0.5%	14	0.9%	0	0.0%	0	0.0%	0	0.0%
White	616	54.8%	235	60.4%	851	56.2%	45	57.0%	15	62.5%	60	58.3%
Multiple	37	3.3%	10	2.6%	47	3.1%	3	3.8%	0	0.0%	3	2.9%
Not Disclosed	160	14.2%	52	13.4%	212	14.0%	11	13.9%	4	16.7%	15	14.6%
<b>Ethnicity</b>												
Hispanic/ Latino	397	35.3%	94	24.2%	491	32.5%	24	30.4%	5	20.8%	29	28.2%
Not Ethnic Hispanic/ Latino	652	58.0%	285	73.3%	937	61.9%	49	62.0%	17	70.8%	66	64.1%
Not Disclosed	75	6.7%	10	2.6%	85	5.6%	6	7.6%	2	8.3%	8	7.8%

## Adult & Dislocated Worker Programs – Veteran Participation

During the reporting period, 8.2% of the Adult Program Participants and 5.0% of Dislocated Worker Program Participants were veterans.

	Adult Program						Dislocated Worker Program					
	Individualized & Training		Basic Career Services		Total		Individualized & Training		Basic Career Services		Total	
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
Veterans	81	7.2%	42	11.1%	123	8.2%	5	6.3%	0	0.0%	5	5.0%

Demographic information for WIOA-enrolled individuals is available through the AZJobConnection.gov reporting system.

## Adult & Dislocated Worker Programs – Educational Attainment

Educational Attainment data is sourced from AZJobConnection.gov participant records. Of all attainment categories, those with a High School Diploma or equivalent made up the largest proportion in the Adult and Dislocated Worker programs. Among the other educational attainment categories, the largest proportion of participants in the Adult and Dislocated Worker programs indicated that they completed 1 or more years of Postsecondary Education but may not have a degree or credential.

Note: The data source used to populate Table 2.3 does not include data for individuals without a High School Diploma or equivalent for the Adult and Dislocated Worker Programs.

Table 2.3

Educational Attainment	Adult Program						Dislocated Worker Program					
	Individualized & Training		Basic Career Services		Total		Individualized & Training		Basic Career Services		Total	
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
High School Graduate or Equivalent	513	45.6%	108	28.5%	621	41.3%	28	35.4%	6	28.6%	34	34.0%
Completed 1 or more years of Postsecondary Education	250	22.2%	87	23.0%	337	22.4%	17	21.5%	5	23.8%	22	22.0%
Postsecondary Certification, License, or Educational Certificate (non-degree)	143	12.7%	32	8.4%	175	11.6%	8	10.1%	2	9.5%	10	10.0%
Associate Degree	87	7.7%	30	7.9%	117	7.8%	7	8.9%	4	19.0%	11	11.0%
Bachelor's Degree or Equivalent	56	5.0%	60	15.8%	116	7.7%	9	11.4%	1	4.8%	10	10.0%
Advanced Degree Beyond Bachelor's Degree	12	1.1%	29	7.7%	41	2.7%	5	6.3%	2	9.5%	7	7.0%

## Adult & Dislocated Worker Program - Exits and Length of Participation (PY19 Year-to-Date)

Through this reporting period, 2,761 participants exited from WIOA Adult and Dislocated Worker Programs. Length of Participation for individuals exiting the program is based on the number of days between the program participation date and the program exit date. This metric varies greatly between Individualized & Training participants and Basic Career Service participants. This variation can be explained by the intensive and ongoing nature of individualized service delivery. Length of participation among Dislocated Worker Program Participants is heavily impacted by a significant amount of co-enrolled Rapid Response event attendees. These individuals tend to receive Basic Career Services only and have limited need for ongoing services.

Table 2.4

	Adult Program			Dislocated Worker Program		
	Individualized & Training	Basic Career Services	Total	Individualized & Training	Basic Career Services	Total
Exits	1172	1367	2539	29	193	222
Average Length of Participation (Days)	289	29	149	340	12	55
Median Length of Participation (Days)	204	1	37	206	1	1

## Youth Program

WIOA stipulates that at least 75% of all funding must be expended on Out-of-School Youth services. During this reporting period, 85.9% of youth served were Out-of-School Youth. Note: For WIOA Youth Program purposes, a Reportable Individual has not yet participated in one or more of the following required activities: Eligibility Determination, Objective Assessment, Development of an Individual Service Strategy, and participation in at least one of the 14 Youth program elements. Because school status is determined at the time of participation, and Reportable Individuals have not yet begun WIOA participation, they do not fall into the In-School or Out-of-School categories.

Individuals Served, Youth Program, PY19										
	Q1		Q2		Q3		Q4		YTD	
In-School Participants	2	0.4%	1	0.2%	4	0.8%	6	1.2%	7	0.8%
Out-of-School Participants	493	94.3%	483	98.0%	496	96.9%	440	85.9%	805	95.9%
Reportable Individuals	28	5.4%	9	1.8%	12	2.3%	16	3.1%	27	3.2%
<b>Total</b>	<b>523</b>		<b>493</b>		<b>512</b>		<b>462</b>		<b>839</b>	

The majority of Youth Program participants served (N=446) during this reporting period were in low-income households (92.6%). English Language Learners and individuals with low levels of literacy (Basic Skills Deficiency) accounted for 27.6% of participants.

Table 3.1

	In-School		Out-of-School		Total	
	Count	Pct	Count	Pct	Count	Pct
Displaced Homemakers	0	0.0%	0	0.0%	0	0.0%
Low-Income Individuals	6	100.0%	407	92.5%	413	92.6%
Individuals with Disabilities	5	83.3%	82	18.6%	87	19.5%
Justice-Involved	1	16.7%	53	12.0%	54	12.1%
Homeless individuals or runaway youth	1	16.7%	23	5.2%	24	5.4%
Current or former foster care youth	2	33.3%	18	4.1%	20	4.5%
English language learners, individuals with low levels of literacy or facing substantial cultural barriers	1	16.7%	122	27.7%	123	27.6%
Single parents (including single pregnant women)	0	0.0%	92	20.9%	92	20.6%
Long-term unemployed (27 or more consecutive weeks)	3	50.0%	113	25.7%	116	26.0%

## Youth Program – Client Demographics, Educational Attainment

The highest proportions of Youth Program participants served were in the categories of: ages 18-24 (91.5%), female (53.1%), white (47.8%), and Hispanic (59.9%). The most common educational attainment level among participants was a High School Diploma or Equivalent (57.8%). Note: Out-of-School Youth that have graduated from high school may be eligible for services under other criteria, such as pregnant/parenting, homelessness, justice-involvement, aging out of foster care, among others (TEGL 21-16).

Table 3.2

	In-School		Out-of-School		Total	
	Count	Pct	Count	Pct	Count	Pct
<b>Age</b>						
14-17	5	83.3%	33	7.5%	38	8.5%
18-24	1	16.7%	407	92.5%	408	91.5%
<b>Sex</b>						
Male	1	16.7%	208	47.3%	209	46.9%
Female	5	83.3%	232	52.7%	237	53.1%
<b>Race</b>						
American Indian	0	0.0%	23	5.2%	23	5.2%
Asian	0	0.0%	4	0.9%	4	0.9%
Black	1	16.7%	70	15.9%	71	15.9%
Hawaiian / Pacific Islander	0	0.0%	2	0.5%	2	0.4%
White	4	66.7%	209	47.5%	213	47.8%
Multiple	0	0.0%	20	4.5%	20	4.5%

Table 3.3

	In-School		Out-of-School		Total	
	Count	Pct	Count	Pct	Count	Pct
<b>Ethnicity</b>						
Hispanic/ Latino	3	50.0%	264	60.0%	267	59.9%
Not Ethnic Hispanic/ Latino	3	50.0%	173	39.3%	176	39.5%
<b>Educational Attainment</b>						
High School Graduate or Equivalent	1	16.7%	257	58.4%	258	57.8%
Completed 1 or more years of Postsecondary Education	0	0.0%	8	1.8%	8	1.8%
Postsecondary Certification, License, or Educational Certificate (non-degree)	0	0.0%	6	1.4%	6	1.3%
Associate Degree	0	0.0%	3	0.7%	3	0.7%
Bachelor's Degree or Equivalent	0	0.0%	1	0.2%	1	0.2%
Not a Secondary School Graduate	5	83.3%	161	36.6%	166	37.2%

## Youth Program – Veterans Served

During the reporting period, four veterans received services through the Youth Program at ARIZONA@WORK Maricopa County.

	In-School		Out-of-School		Total	
	Count	Pct	Count	Pct	Count	Pct
Veterans	0	0.0%	4	0.9%	4	0.9%

## Youth Program - Exits and Length of Participation

Through this reporting period, 463 participants exited from the WIOA Youth Program in PY2019. Length of Participation for individuals exiting the program is based on the number of days between the program participation date and the program exit date.

Table 3.4

	Youth Program		
	In-School	Out-of-School	Total
Exits	2	461	463
Average Length of Participation (Days)	52	194	194
Median Length of Participation (Days)	52	155	150

## Service Participation

The information in Tables 4.1 and 4.2 reflects services that were either initiated during the quarter or ongoing when the quarter began. Table 4.1 contains *duplicated counts of services delivered* because participants may receive multiple services during program participation. For example, a participant may receive multiple Supportive Services during their training and job search activities.

Table 4.1 Service Counts

Service Type	Adult Program					Dislocated Worker Program					Youth Program				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Individualized & Training	2609	2680	2716	2849	5435	73	81	73	160	206					
Basic Career Services	2579	2273	2523	1922	7691	219	86	124	213	522					
Total	5202	4953	5250	4773	13153	293	167	197	373	729	2541	2339	2535	2061	5582

	Service Description	Adult Program					Dislocated Worker Program					Youth Program				
		Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Individualized & Training Services	Career Planning	1781	1975	1944	2094	3598	60	68	61	138	169	883	895	965	866	1529
	Work Experience	69	67	61	1	133	0	0	0	0	0	113	124	160	161	309
	Occupational Skills Training	237	271	286	337	693	13	13	11	22	36	201	216	204	179	382
	Apprenticeship	519	367	425	417	1008	0	0	0	0	0	4	4	0	0	4
Basic Career Services	Job Club / Workshops	289	154	177	13	614	72	2	4	0	77	15	3	14	8	39
	Job Search Assistance and LMI	1234	1067	1282	1148	3307	80	49	45	94	156	252	206	191	131	598
	Supportive Service	119	106	128	95	290	5	4	2	4	8	390	413	501	440	1039

- Job Search Assistance and Labor Market Information (LMI) includes Job Referrals, Information on In-Demand Sectors, and similar activities. Supportive Services include transportation, training and work-related expenses, housing and utility support, childcare assistance, and other forms of appropriate financial assistance.
- Career Planning includes Development of Individual Employment Plan (or Individual Service Strategy for Youth), comprehensive guidance and counseling, and other intensive career-focused activities.

Table 4.2 displays the *unique service recipients* receiving each service. Note: A participant may be counted in multiple service categories. For example, an individual that received Supportive Services and participated in Occupational Skills Training would be counted in **both** Service Description categories.

Table 4.2

Service Description	Adult Program		Dislocated Worker Program		Youth Program	
	Count	Pct	Count	Pct	Count	Pct
Career Planning	1097	72.50%	77	74.76%	451	97.62%
Work Experience	1	0.07%	0	0.00%	158	34.20%
Occupational Skills Training	285	18.84%	11	10.68%	204	44.16%
Apprenticeship	377	24.92%	0	0.00%	0	0.00%
Job Club / Workshops	7	0.46%	0	0.00%	7	1.52%
Job Search Assistance and LMI	930	61.47%	91	88.35%	122	26.41%
Supportive Service	83	5.49%	4	3.88%	284	61.47%
<b>Total Unique Service Recipients</b>	<b>1513</b>		<b>103</b>		<b>462</b>	

## Employment Outcomes

Employment outcomes in Tables 5.1 - 5.3 are based on the WIOA Performance Indicator: Employment Rates in the 2<sup>nd</sup> Quarter after Program Exit. The YTD 2<sup>nd</sup> Quarter after Exit placement rates are meeting the 90% threshold for targets in the Adult, Dislocated Worker and Youth Programs. Participants in Individualized and Apprenticeship service categories for the Adult Program are exceeding target rates. Basic career service participants in the Dislocated Worker program are meeting target levels, a result of successful reemployment of co-enrolled Rapid Response participants. Occupational Skills Training and Supportive Services are producing the best outcomes for Youth participants through this reporting period.

Table 5.1

	Target	YTD		Q1		Q2		Q3		Q4	
		Rate	Exiters	Rate	Exiters	Rate	Exiters	Rate	Exiters	Rate	Exiters
Basic Career Services	76.00%	62.2%	1450	65.4%	436	64.2%	324	54.6%	337	63.7%	353
Individualized & Training Services	76.00%	81.5%	1111	75.0%	224	88.7%	391	77.0%	174	79.5%	322
Occupational Skills Training	76.00%	74.4%	317	73.2%	82	85.2%	61	77.8%	81	65.6%	93
Apprenticeship	76.00%	93.6%	518	87.1%	62	95.3%	277	100.0%	23	92.3%	156
<b>Total (All Program Exiters)</b>	<b>76.00%</b>	<b>70.3%</b>	<b>2580</b>	<b>68.1%</b>	<b>667</b>	<b>77.3%</b>	<b>728</b>	<b>62.1%</b>	<b>509</b>	<b>71.3%</b>	<b>676</b>

Table 5.2

	Target	YTD		Q1		Q2		Q3		Q4	
		Rate	Exiters	Rate	Exiters	Rate	Exiters	Rate	Exiters	Rate	Exiters
Basic Career Services	78.50%	76.7%	90	100.0%	2	50.0%	2	-	0	76.7%	86
Individualized & Training Services	78.50%	65.4%	26	55.6%	9	50.0%	4	80.0%	5	75.0%	8
Occupational Skills Training	78.50%	58.3%	12	66.7%	6	0.0%	2	50.0%	2	100.0%	2
Apprenticeship	78.50%	100.0%	1	-	0	100.0%	1	-	0	-	0
<b>Total (All Program Exiters)</b>	<b>78.50%</b>	<b>74.1%</b>	<b>116</b>	<b>63.6%</b>	<b>11</b>	<b>50.0%</b>	<b>6</b>	<b>80.0%</b>	<b>5</b>	<b>76.6%</b>	<b>94</b>

Table 5.3

	Target Rate	YTD		Q1		Q2		Q3		Q4	
		Rate	Exiters	Rate	Exiters	Rate	Exiters	Rate	Exiters	Rate	Exiters
Supportive Services	69.5%	67.9%	221	50.0%	52	74.6%	71	75.6%	41	70.2%	57
Education Services	69.5%	65.5%	29	60.0%	5	69.2%	13	50.0%	4	71.4%	7
Work Experience	69.5%	62.6%	115	40.0%	30	72.7%	33	75.0%	24	64.3%	28
Occupational Skills Training	69.5%	67.4%	138	51.7%	29	62.9%	35	72.5%	40	79.4%	34
Apprenticeship	69.5%	-	0	-	0	-	0	-	0	-	0
<b>Total (All Program Exiters)</b>	<b>69.5%</b>	<b>68.6%</b>	<b>360</b>	<b>52.3%</b>	<b>86</b>	<b>75.0%</b>	<b>100</b>	<b>75.3%</b>	<b>81</b>	<b>71.0%</b>	<b>93</b>

## Occupations of Employment

Occupation of Employment data in Table 5.4 is collected, when possible, from employed participants at the time of their program exit or during follow-up. Through the fourth quarter of PY19, the occupation groups that made up the largest proportion of known placements among Adult and Dislocated Worker program exiters were Construction and Extraction (63.5%) and Transportation and Material Moving (10.9%).

Table 5.4

**Occupations of Employment, WIOA Participants (Exit Dates 07/01/2018 – 06/30/2019)**

Occupational Major Group	Adult Program						Dislocated Worker Program						Total (Combined YTD Exiters)	
	OST		Apprenticeship		Total (All Exiters)		OST		Apprenticeship		Total			
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
11 – Management Occupations	4	2.9%	0	0.0%	5	0.7%	0	0.0%	0	0.0%	0	0.0%	5	0.7%
13 – Business and Financial Operations	2	1.5%	0	0.0%	3	0.4%	0	0.0%	0	0.0%	0	0.0%	3	0.4%
15 – Computer and Mathematical	18	13.2%	0	0.0%	19	2.7%	1	14.3%	0	0.0%	1	7.1%	20	2.8%
17 – Architecture and Engineering	0	0.0%	0	0.0%	2	0.3%	0	0.0%	0	0.0%	1	7.1%	3	0.4%
19 – Life, Physical, and Social Science	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
21 – Community and Social Service	2	1.5%	0	0.0%	2	0.3%	0	0.0%	0	0.0%	0	0.0%	2	0.3%
23 – Legal Occupations	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
25 – Educational Instruction and Library	1	0.7%	0	0.0%	3	0.4%	0	0.0%	0	0.0%	0	0.0%	3	0.4%
27 – Arts, Design, Entertainment, Sports and Media	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
29 – Healthcare Practitioners and Technical Occupations	0	0.0%	0	0.0%	7	1.0%	3	42.9%	0	0.0%	3	21.4%	10	1.4%
31 – Healthcare Support	21	15.4%	0	0.0%	23	3.2%	1	14.3%	0	0.0%	2	14.3%	25	3.5%
33 – Protective Service	2	1.5%	1	0.2%	4	0.6%	0	0.0%	0	0.0%	0	0.0%	4	0.6%
35 – Food Preparation and Serving	2	1.5%	0	0.0%	44	6.2%	1	14.3%	0	0.0%	2	14.3%	46	6.4%
37 – Building, Grounds Cleaning and Maintenance	0	0.0%	0	0.0%	1	0.1%	0	0.0%	0	0.0%	0	0.0%	1	0.1%
39 – Personal Care and Service	4	2.9%	0	0.0%	6	0.8%	0	0.0%	0	0.0%	1	7.1%	7	1.0%
41 – Sales and Related Occupations	1	0.7%	0	0.0%	8	1.1%	0	0.0%	0	0.0%	0	0.0%	8	1.1%
43 – Office and Administrative Support	5	3.7%	0	0.0%	14	2.0%	0	0.0%	0	0.0%	0	0.0%	14	1.9%
45 – Farming, Fishing, and Forestry	1	0.7%	0	0.0%	1	0.1%	0	0.0%	0	0.0%	0	0.0%	1	0.1%
47 – Construction and Extraction	2	1.5%	437	95.0%	458	64.5%	0	0.0%	1	100.0%	2	14.3%	460	63.5%
49 – Installation, Maintenance, and Repair	0	0.0%	20	4.3%	22	3.1%	0	0.0%	0	0.0%	0	0.0%	22	3.0%
51 – Production Occupations	1	0.7%	0	0.0%	10	1.4%	0	0.0%	0	0.0%	1	7.1%	11	1.5%
53 – Transportation and Material Moving	70	51.5%	2	0.4%	78	11.0%	1	14.3%	0	0.0%	1	7.1%	79	10.9%



## Business Services

ARIZONA@WORK Maricopa County Business Services staff served 71 new employers and 81 returning employers (152 total) during this reporting period. The largest proportions of new employers served were within Health care (14.1%) and Other Services (14.1%) industries. Employers in the Manufacturing (17.3%) and Health care (13.6%) industry sectors made up the highest proportions of returning employers served.

Table 6.1

Industry Sector	New Employers Served									
	Q1		Q2		Q3		Q4		YTD	
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
Construction	8	10.5%	7	13.0%	6	8.2%	3	4.2%	24	8.8%
Finance and Insurance	4	5.3%	3	5.6%	4	5.5%	3	4.2%	14	5.1%
Health care and Social Assistance	10	13.2%	10	18.5%	13	17.8%	10	14.1%	43	15.7%
Information	2	2.6%	1	1.9%	1	1.4%	2	2.8%	6	2.2%
Manufacturing	14	18.4%	8	14.8%	11	15.1%	7	9.9%	40	14.6%
Transportation and Warehousing	5	6.6%	2	3.7%	3	4.1%	3	4.2%	13	4.7%
Other	33	43.4%	23	42.6%	35	47.9%	43	60.6%	134	48.9%
<b>Total</b>	<b>76</b>		<b>54</b>		<b>73</b>		<b>71</b>		<b>274</b>	
Other Industry Sector Breakouts	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
<i>Accommodation and Food Services</i>	7	9.2%	0	0.0%	10	13.7%	15	21.1%	32	11.7%
<i>Administrative and Support and Waste Management and Remediation Services</i>	3	3.9%	4	7.4%	4	5.5%	1	1.4%	12	4.4%
<i>Agriculture, Forestry, Fishing and Hunting</i>	0	0.0%	0	0.0%	0	0.0%	2	2.8%	2	0.7%
<i>Arts, Entertainment, and Recreation</i>	0	0.0%	1	1.9%	0	0.0%	1	1.4%	2	0.7%
<i>Educational Services</i>	5	6.6%	2	3.7%	2	2.7%	0	0.0%	9	3.3%
<i>Other Services (except Public Administration)</i>	6	7.9%	3	5.6%	8	11.0%	10	14.1%	27	9.9%
<i>Professional, Scientific, and Technical Services</i>	2	2.6%	5	9.3%	4	5.5%	8	11.3%	19	6.9%
<i>Public Administration</i>	4	5.3%	1	1.9%	0	0.0%	0	0.0%	5	1.8%
<i>Real Estate Rental and Leasing</i>	1	1.3%	0	0.0%	1	1.4%	0	0.0%	2	0.7%
<i>Retail Trade</i>	3	3.9%	2	3.7%	4	5.5%	6	8.5%	15	5.5%
<i>Utilities</i>	0	0.0%	3	5.6%	1	1.4%	0	0.0%	4	1.5%
<i>Wholesale Trade</i>	2	2.6%	2	3.7%	1	1.4%	0	0.0%	5	1.8%

Table 6.2

Industry Sector	Returning Employers Served									
	Q1		Q2		Q3		Q4		YTD	
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
Construction	30	12.0%	11	8.5%	11	8.9%	7	8.6%	36	10.7%
Finance and Insurance	6	2.4%	9	7.0%	8	6.5%	5	6.2%	15	4.5%
Health care and Social Assistance	21	8.4%	13	10.1%	15	12.1%	11	13.6%	38	11.3%
Information	4	1.6%	1	0.8%	0	0.0%	1	1.2%	5	1.5%
Manufacturing	32	12.9%	18	14.0%	10	8.1%	14	17.3%	40	11.9%
Transportation and Warehousing	33	13.3%	11	8.5%	26	21.0%	6	7.4%	41	12.2%
Other	123	49.4%	66	51.2%	54	43.5%	37	45.7%	162	48.1%
<b>Total</b>	<b>249</b>		<b>129</b>		<b>124</b>		<b>81</b>		<b>337</b>	
Other Industry Sector Breakouts	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
<i>Accommodation and Food Services</i>	24	9.6%	7	5.4%	6	4.8%	4	4.9%	28	8.3%
<i>Administrative and Support and Waste Management and Remediation Services</i>	30	12.0%	18	14.0%	8	6.5%	7	8.6%	38	11.3%
<i>Agriculture, Forestry, Fishing and Hunting</i>	2	0.8%	1	0.8%	1	0.8%	0	0.0%	2	0.6%
<i>Arts, Entertainment, and Recreation</i>	1	0.4%	0	0.0%	1	0.8%	0	0.0%	2	0.6%
<i>Educational Services</i>	5	2.0%	6	4.7%	4	3.2%	1	1.2%	10	3.0%
<i>Other Services (except Public Administration)</i>	15	6.0%	8	6.2%	7	5.6%	9	11.1%	24	7.1%
<i>Professional, Scientific, and Technical Services</i>	13	5.2%	4	3.1%	4	3.2%	6	7.4%	13	3.9%
<i>Public Administration</i>	14	5.6%	13	10.1%	17	13.7%	8	9.9%	24	7.1%
<i>Real Estate Rental and Leasing</i>	2	0.8%	1	0.8%	0	0.0%	0	0.0%	2	0.6%
<i>Retail Trade</i>	10	4.0%	5	3.9%	3	2.4%	2	2.5%	11	3.3%
<i>Utilities</i>	0	0.0%	1	0.8%	1	0.8%	0	0.0%	1	0.3%
<i>Wholesale Trade</i>	7	2.8%	2	1.6%	2	1.6%	0	0.0%	7	2.1%

## Business Services Metrics

The current version of the state-mandated AZJobConnection data management system does not include the capability to report on the “Effectiveness in Serving Employers” WIOA performance indicators at the Local Area level, except for the Employer Retention measure. In the absence of a state-issued reporting options, the ARIZONA@WORK Maricopa County Business Services team has implemented internal collection and reporting methods for relevant data on items such as worksite visits, repeat businesses, and total number of establishments receiving services. Targets were developed based on historical data, when available. Rapid Response items do not have targets, as these activities are based solely on economic factors.

Table 6.4

	Business Services Metrics, PY19					
	Target	YTD	Q1	Q2	Q3	Q4
Employer Retention Rate	63.5%	67.9%	69.5%	66.3%	67.2%	68.4%
Total Employers Served	850	611	325	183	197	152
Worksite Visits	110	91	19	34	36	2
Repeat Businesses	430	337	249	129	124	81
New Businesses	420	274	76	54	73	71
Rapid Response Activities	N/A	52	16	2	14	20
Rapid Response Enrollments	N/A	289	207	0	82	0
On-Site Recruitments (Employer Attendees)	65	15	4	7	3	1
Job Fair (Employer Attendees)	130	71	21	27	18	5
Job Placements	285	186	98	35	45	8

## Projects

### Arizona Career Readiness Credential

The Arizona Career Readiness Credential (ACRC) is an initiative started by the Governor’s Office of Economic Opportunity (OEO). ACRC is a career readiness tool which gauges a participant’s skill level in relation to their soft skills for employment. These target areas include reading, math, communication and teamwork skills. Participants can score within four levels; Bronze, Silver, Gold and Platinum. Employers can use the score to identify participants who meet the skill level they seek for open positions.

The ACRC has been an integral part of the new 5-day Employment Academy. The Academy schedule allows participants to engage in the online ACRC content at the end of the first four days and complete the exam on the fifth day. Throughout both career centers this quarter, two participants have sat for the exam and both attained the Silver credential. Due to COVID-19, fourth quarter ACRC participation was heavily impacted.

### Smart Justice

Smart Justice is a Maricopa County initiative developed from the Board of Supervisors interest in reducing recidivism in Maricopa County. Human Services Department established the Smart Justice team to address the employment needs of individuals who are on probation or are involved the County’s justice system.

The Smart Justice (SJ) Employment Team, through evidence-based case management practices, promotes pro-social roles within the workplace, families, and communities. The SJ Employment Team guides and provides supportive services to returning citizens as they transition into the workforce. For the duration of program participation, the SJ Employment Team works towards accountability and self-empowerment to help the reentrants navigate the seemingly insurmountable pressures of rebuilding their lives and reentering the community as law abiding citizens. The Smart Justice Program provides educational and vocational assistance to justice involved participants from both East and West Valley Career Centers. Services offered include career exploration, resume assistance, computer access, job leads, interview techniques and occupational skills training. Participants may enroll in services through self-engagement or a referral from Maricopa County Adult Probation offices. Eligible participants must be 18 years of age, meet military selective service registration requirements and have a medium to high risk classification through assessment.

- Clean Start 2.0 (Food Factory)** - In January of 2019 the Smart Justice Employment Team, Maricopa County Sheriff’s Office, Adult Probation Services and community providers launched Clean Start 2.0. Clean Start 2.0 prepares participants for employment, while incarcerated in the Maricopa County Jail system. During their time in custody, clients begin learning skills in the jail’s 3-week food service program through Community Kitchen. For successful participants, the training and experience continue with an additional 9 weeks upon release. Post program completion, participants are placed with employers around Maricopa County for full time employment. Due to COVID-19, Clean Start 2.0 was unable to start a cohort in this quarter.

- **Work Experience (WEX) (Community Kitchen)** – Participants gain skills related to food preparation while providing a product to serve the homeless population. Upon completion of this work experience, participants receive their food handler’s card, which in turn provides employment opportunities in the food industry. Due to COVID-19, Community Kitchen was unable to start a cohort in this quarter.
- **Occupational Skills Training (OST)**- During this quarter, ARIZONA@WORK Maricopa County obligated \$66,715.00 in approved funding for 17 participants to begin their training program in efforts to re-engage in long-term employment in the transportation industry. 11 successfully obtained a commercial driver’s license, and 5 have either had training extended or were unsuccessful. Of this number, 1 participant has verified employment as a truck driver earning \$17.00 per hour.

## Strategic Initiatives and Partnerships

### Opportunities for Youth (OFY)

OFY is an initiative of Arizona State University Watts College of Public Service and Community Solutions. Their mission is to harness the power of cross-sector collaboration with Maricopa County and other organizations to create a comprehensive system of opportunity that reengages the valley’s disconnected youth.

OFY’s Leadership Council provides strategic guidance, vision, and oversight for the Opportunities for Youth Initiative. This includes developing and refining the common agenda, defining strategy, community engagement, and shared measurement. Additionally, members of the Leadership Council serve as vocal champions of the collective impact effort in the community and advocate for Opportunity Youth in their respective organizations.

#### OFY Action Team Priorities

##### Reengagement Center Action Team (RCAT)

- Priorities:
  - Readiness – Resource sharing for centers to better serve youth; and develop, pilot and implement solutions/best practices for youth
  - Planning – Professional development training; supporting partners with grant writing; and surveying the team for needs, resources, and gaps
  - Education and Career – Develop an understanding of post-secondary options and identify engaging career exploration platforms, and education/training options

##### Educational Momentum Action Team (EMAT)

- Priorities:
  - High School Counselor focus groups
  - Youth Voice
  - Outreach

##### Career Connection Action Team (CCAT)

- Priorities:
  - Virtual Career Fairs
  - Apprenticeship Grant Opportunities

##### Youth Leadership & Development Action Team (YLDAT):

- Priorities:
  - Youth engagement
  - Event planning
  - Leadership & planning
  - Youth development

For the period April – June 2020, due to COVID-19 restrictions in place, OFY and the action teams focused on learning, exploring and discussing best practices for delivering services and connecting with youth virtually. On April 30, 2020, Maricopa County was one of 15 organizations participating in an OFY hosted Zoom call to share information on how we are providing services virtually for outreach, eligibility, enrollment, case management, training and referrals. OFY is planning a Virtual Conference on September 25th to bring awareness to the OFY network, share what OFY partners are doing in the community, bring in a youth voice and empower youth.

### Pipeline AZ

Pipeline AZ is an initiative of the Maricopa County IDA that connects individuals with a job and provides the tools to build their roadmap to a rewarding career. It allows them to quickly see in-demand careers across all industries and connect with resources necessary to succeed.

ARIZONA@WORK Maricopa County coordinated a Virtual Hiring Event for the City of Chandler, leveraging the skills matching platform of Pipeline AZ, the interactive virtual employer showcase platform of Career Connectors, along with introductions to key employers and promotional support of Best Companies AZ. City of Chandler Mayor, Kevin Hartke, and 14 employers participated in a virtual kick-off event on June 23, hosted by Career Connectors, that drew 300 viewers. Immediately following, there were three weeks of skills matching via Pipeline AZ that registered 700 new users to the platform specific to this event, with close to 600 matches with participating employers. In addition, almost 300 job seekers clicked a link to exit Pipeline AZ to go to an employer's website, presumably for more information about the company or to apply.

Since this event, ARIZONA@WORK Maricopa County and Pipeline AZ are jointly exploring several opportunities for additional virtual hiring events for the last half of 2020.

### **Strengthening Working Families Initiative (SWFI)**

SWFI is a collaborative partnership between the City of Phoenix and Maricopa County. The City of Phoenix was awarded a grant funded by the Department of Labor to deliver workforce and support services to 600 parents living in Maricopa County. Through an interdisciplinary team that includes: ARIZONA@WORK American Job Centers City of Phoenix and Maricopa County; City of Phoenix Human Services Department; Maricopa County Human Services Department (Head Start); Maricopa County Community College District, Arizona Department of Economic Security Child Care Administration; MAXIMUS Human Services, Incorporated and the Association for Supportive Child Care. The project recruits, trains and assists low income parents with dependent children who qualify for Head Start, TANF and/or WIOA programs in securing and retaining employment in targeted middle to high skilled H-1B occupations, specifically in Healthcare, Information Technology and Business.

During the quarter, Maricopa County co-enrolled 2 participants in the SWFI program. Both participants were approved for occupational skills training in healthcare sector. One was for Certified Nursing Assistant and the other was enrolled in a Medical Assisting program. Maricopa County obligated \$6,120.00 for the approved Occupational Skills Training. During this quarter, COVID-19 continued to have an impact on center traffic and community training programs. During this quarter training providers and Maricopa County evolved to find creative ways to deliver services virtually to our participants. Maricopa County identified a new tool to capture SWFI enrollment criteria to classify and increase serving the SWIF population.

### **2-Gen**

The 2-Gen initiative was a grant award sponsored by the Maricopa County Workforce Development Board and Maricopa County Human Services Department. The initiative focuses on parents with young children who are involved with the Head Start program and co-case managed by Workforce Development Division (WDD) and the Head Start program to ensure that we meet the holistic needs of the family. The 2-Gen initiative helps bring families out of poverty by connecting single parents to high-quality training and employment opportunities as well as early childhood education and care. Based on availability of funding, participants will have access to comprehensive career guidance, occupational skills training, financial coaching, early childhood education and care, parenting education as well as utility and rental assistance. Single parents with children under the age of 5 are eligible for this program. Parents that have a low income due to unemployment and underemployment may also meet program qualifications.

During the quarter, Maricopa County co-enrolled 2 participants in the 2-Gen program between the East and West Valley Career Centers. Both participants have successfully engaged into WIOA eligible training programs. These training programs include CDL Class A and Dental Assistant training. Both participants are currently actively involved in their training programs. Maricopa County obligated a total of \$7995.00 in training dollars to 2-Gen participants during this time frame. Due to COVID-19, the partnership with National Center for Families Learning (NCFL) has been paused along with home visits from Family Support Specialists via Early Head Start/Head Start. COVID-19 continues to impact career center activity which has direct impact on enrollment numbers related to specialized programming. During this quarter, Maricopa County has identified a new tool which will capture 2-Gen criteria in efforts to classify and increase this specialized population and will be implemented next quarter.

### **Maryvale State Initiative**

The Maryvale Workforce Initiative is a collaborative started at the State of Arizona and includes the Arizona Office of Economic Opportunity, ARIZONA@WORK Maricopa County, ARIZONA@WORK City of Phoenix, Goodwill of Central and Northern Arizona, Chicanos por la Causa, and the Center for the Future of Arizona/Retail Works Program. The project focuses on addressing the needs of the high poverty area in the Maryvale Neighborhood in Southwest Phoenix, roughly bordered by 35th Ave in the East, 75th Ave in the West, Camelback Rd in the North, and McDowell Rd in the South. WDD helps support the initiative by coordinating client services and employer connectivity to enhance the workforce efforts of this area.

In June, the Office of Economic Opportunity, in partnership with Arizona State University Watts, convened a workforce partners meeting to discuss data collection to support a "Smarter Community Grants" application from the National Science Foundation. ARIZONA@WORK Maricopa County participated in the meeting to support and provide input and has not yet been tasked with a follow-up assignment.



# Maricopa County Local Workforce Development Board Shared Governance Agreement: Summary of Changes

## Section VI. BOS Roles and Responsibilities

- Clarified that Board may fulfill roles and responsibilities via staff or contracts.

## Section VII. WDB Roles and Responsibilities

- Clarified that Board may fulfill roles and responsibilities via staff or contracts.

## Section IX. WIOA Fiscal Agent

- States that the Fiscal Agent is subject to the internal control measures and firewall provisions outlined in a later section of the Agreement.

## Section XI. WDB Staff

- In reference to the issues on which the Assistant County Manager will consult with the WDB Chair, changes language from “staffing decisions” to “personnel matters.”
- States that the WDB Staff are subject to the internal control measures and firewall provisions outlined in a later section of the Agreement.

## Section XIII. Internal Controls, Conflicts of Interest, and Firewalls

- Added provisions related to the County’s Code of Conduct (which includes language related to conflicts of interest avoidance), participation in audits, and expectations of the assistant county manager overseeing multiple functions.



AGREEMENT BETWEEN  
MARICOPA COUNTY BOARD OF SUPERVISORS and  
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

This shared governance and multi-function agreement is made by and between Maricopa County, a political body duly organized and existing under the laws of the state of Arizona and its Maricopa County Board of Supervisors (hereafter referred to as “BOS”), the Chief Elected Officials (CEOs) under the Workforce Innovation and Opportunity Act (WIOA), and the Maricopa County Workforce Development Board (hereafter referred to as “WDB”), the local workforce development board as designated by the Governor of Arizona, to articulate the relationship, roles, and responsibilities between the two entities as required by the federal Workforce Innovation and Opportunity Act (hereafter referred to as WIOA) of 2014 (Public Law No. 113-128). BOS and WDB are collectively referred to herein as the “Parties” and individually as “Party.”

**RECITALS**

**Whereas**, the Workforce Innovation and Opportunity Act (WIOA) was established to increase employment, education, and training for individuals with barriers, to support the alignment and improvement of the workforce development system, to improve the skills of workers to secure employment with family-sustaining wages and provide employers with a skilled workforce for global competitiveness, and to provide workforce activities through state and local workforce development systems; and

**Whereas**, Maricopa County is designated the local workforce development area by the Governor and is funded to administer WIOA in Maricopa County, outside of the City of Phoenix; and,

**Whereas**, the Maricopa County Board of Supervisors are the designated Chief Elected Officials by the State of Arizona; and,

**Whereas**, the Maricopa County Workforce Development Board is designated as the workforce development board for the Maricopa County Local Workforce Development Area; and,

**Whereas**, all Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State Law and applicable policies, the Arizona Department of Economic Security WIOA contract, and County policies must be adhered to in their entirety; and,

**Whereas**, the WIOA emphasizes local control so the Local Workforce Area can tailor services for the unique needs of that Local Workforce Area; and,

**Whereas**, the WIOA requires that a shared governance and multi-function agreement be entered into to delineate the role and responsibilities of the BOS, WDB (and its staff), Fiscal Agent, and any entity performing multiple functions; and,

**Whereas**, it is the desire of both parties to have an agreement that provides a basis for cooperation and partnership which will lead to the success of the employment and training system (ARIZONA@WORK MARICOPA COUNTY) within the County and contribute to the overall economic prosperity of the region and its residents;



**Therefore**, in consideration of the recitals set forth above and incorporated by reference, the Parties agree as follows:

**I. Purpose**

The purpose of the Agreement is to define the roles and responsibilities of the BOS and WDB and establish the multi-function agreement between the BOS and WDB as required by the WIOA since the Maricopa County Human Services Department is performing more than one role.

**II. Definitions**

For the purposes of this agreement, the following terms shall have the meaning set forth below:

- A. Career Services Provider:** the provider of services as specified in WIOA to “Adults” and/or “Dislocated Workers.”
- B. Chief Elected Officials (“CEOs”):** the Board of Supervisors (BOS).
- C. Conflict of Interest:** a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
- D. Fiscal Agent:** the BOS, or designated entity, responsible to perform accounting and funds management for WIOA funds.
- E. Grant Recipient:** the BOS.
- F. Local Workforce Area:** Maricopa County as designated by the Governor.
- G. Local Workforce Development Board (“WDB”):** the Maricopa County Workforce Development Board as defined by 20 CFR 679.310.
- H. One Stop Delivery System:** the workforce development, educational, and other human resource services joined in a seamless customer-focused service delivery network that enhances access to the programs’ services and improves long-term employment outcomes for individuals receiving assistance.
- I. One Stop Operator (“OSO”):** the entity that coordinates the service delivery of required one-stop partners and service providers as specified in WIOA.
- J. Training and Employment Guidance Letter (“TEGL”):** the guidance letter issued by the US Department of Labor.
- K. Training Provider:** An entity with a demonstrated ability of training individuals to enter quality employment and that is included on the eligible training provider list.
- L. Vacancy Appointment:** a nominee selected to serve the remaining term of vacant position.
- M. Vacancy Date:** the date the BOS approves the resignation or termination of a WDB member.
- N. WIOA:** the Workforce Innovation and Opportunity Act of 2014, as amended.
- O. Youth Services Provider:** the provider of services to youth as specified in WIOA.

**III. Effective Date, Term, and Termination**

- A.** This Agreement shall be effective July 1, 2020 until June 30, 2023 unless terminated as provided herein.
- B.** The Agreement may be renegotiated or terminated by either Party with sixty (60) days’ notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.
- C.** This Agreement is subject to the statutory language of A.R.S. § 38-511 which are incorporated herein by reference.

- D. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Parties may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.
- E. This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

#### **IV. Amendments**

- A. Proposed amendments or termination to this Agreement may be offered by either Party in writing within sixty (60) days, at a minimum, to the other Party, via official electronic communication and certified mail. Adoption of such proposals shall be approved and enforced through a signed document by both Parties.
- B. The Agreement may be amended if the governance structure changes, if the Bylaws are amended, or in the event the regulations or laws change.
- C. Any amendment or change to the Agreement must be maintained at the LWDB staff office and be available for monitoring by the state administrative entity.
- D. The entire Agreement of the Parties is contained herein, and this Agreement supersedes all prior agreements between the Parties relating to the subject matter thereof.

#### **V. Notices of Election**

A change of leadership of the WDB and the BOS does not constitute an amendment of this agreement, but Parties shall provide notification of leadership changes as follows:

- A. Notice of an election of a new WDB Chair, as evidenced within the minutes of the WDB meeting, shall be provided to the Maricopa County Clerk of the Board.
- B. Notice of an election of any new BOS and/or the BOS Chairman, as evidenced within the minutes of the BOS meeting, shall be published on the BOS website within 10 days after the first BOS meeting of each calendar year.

#### **VI. BOS Roles and Responsibilities**

##### **A. Delegated Functions**

1. Unless otherwise indicated as non-delegable, the BOS may fulfill its roles and responsibilities through staff and/or contracts. Any staff or contractors assigned to fulfill BOS responsibilities shall comply with the provisions of Section XIII. Internal Controls, Conflict of Interest, and Firewalls.
2. The BOS designates the Assistant County Manager to serve as WDB liaison to the BOS;
3. The BOS designates Maricopa County Human Service Department to serve as Fiscal Agent for the WDB and be responsible for the receipt and disbursement of WIOA funds in the Local Workforce Area. The specific roles and responsibilities of the Fiscal Agent are identified in Section IX.
  - a) HSD staff involved in Fiscal Agent function shall not be involved in policy or direct service provision activities of the Local WDB.
  - b) Any funding or costs shifted between the WDB budget and the

Service Provider budget(s) that results in an increased or decreased overall budget for either entity shall be presented to the WDB for review and authorization.

- c) BOS approval is required if the funds shift results in an increased budgeted amount for the WDB.
  - d) BOS approval is required if the funds shift results in a substantial decrease, as recognized by the WDB to the WDB budget.
4. To ensure proper separation of duties and functions, there shall be no commingling of budgets for the WDB staff, Fiscal Agent, and Service Provider (see Attachment A, Maricopa County Organizational Chart A, B, and C respectively). Each of these functions shall have a separate budget and personnel with separate functions and hierarchical reporting chains. Notwithstanding the foregoing, personnel shall be individually and collectively responsible for reporting compliance with WIOA and regulations, OMB circulars, and State and County policies and statutes.
5. The BOS delegates signatory capacity to the Chairman of the BOS.

**B. Misuse of Funds**

- 1. The BOS are liable in their official capacity for any misuse of grant funds as described in WIOA.

**C. WDB Bylaws**

- 1. Per CFR 679.310 (g), the BOS must establish bylaws consistent with federal law, regulations, and State policy,

**D. WDB Membership**

- 1. The BOS shall solicit nominations for the WDB. The final selection and appointment of WDB members shall be made by the BOS in accordance with WIOA and State and Federal requirements and consider recommendations pursuant to Section VII F (2) Composition: The WDB shall be composed of the following:
  - a) The WDB shall be comprised of private business sector and public sector members.
  - b) The Board membership shall be representative of the Local Workforce Area's geography and business demographics.
  - c) The BOS will seek to have a WDB membership which is diverse in gender and ethnicity.
  - d) An individual may serve as a representative of more than one membership category if the individual meets all the criteria for representative in accordance with WIOA.
  - e) At least 51% of members shall be representatives of business in the Local Workforce Area who:
    - (1) Are owners of businesses, chief executives or operating officers of businesses, or other individuals with optimum policymaking or hiring authority;
    - (2) Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality work- relevant training and development opportunities to its workforce or the workforce of others in the case of organizations representing business;
    - (3) Are appointed from among individuals nominated by local business organizations and business trade associations; and
    - (4) At least two (2) members must represent small business as

- defined by the U.S. Small Business Association.
- f) At least 20% of the members must be workforce representatives with optimum policymaking authority. These representatives:
    - (1) Must include at least two (2) representatives of labor organizations, nominated by local labor federations or other representatives of employees;
    - (2) Must include at least one (1) representative of a joint labor-management, or union- affiliated, registered apprenticeship program within the Local Workforce Area who must be a training director or member of a labor organization;
    - (3) May include one or more representatives of community- based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
    - (4) May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
  - g) The balance of the Board membership shall include the mandatory category of individuals with optimum policymaking authority, as follows:
    - (1) At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the Local Workforce Area;
    - (2) At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
    - (3) At least one (1) representative from economic and community development entities;
    - (4) At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;
    - (5) At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
  - h) Members may also include a non-mandatory category of additional Local Workforce Area representatives appointed by the BOS from:
    - (1) Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
    - (2) Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
    - (3) Local Workforce Area philanthropic organizations; and,

- (4) Other appropriate individuals based on the WIOA law and regulations as determined by the BOS.
2. Nomination: Consistent with WIOA, the BOS adopts the following nomination criteria:
- a) All nominations submitted the BOS for consideration must be submitted in writing and include sufficient supporting documentation to demonstrate the qualifications of the nominee.
  - b) Nominees who are intended to serve as representatives of business in the Local Workforce Area must be appointed from among individuals nominated by business organizations and business trade associations.
  - c) Nominees who are intended to serve as representatives of labor must be appointed from among individuals nominated by local labor federations.
  - d) For the mandatory categories, nominees may be appointed from among individuals nominated by a senior executive from the agency or institution of employment or affiliation.
  - e) For the mandatory category of adult education and literacy, a solicitation of nominations will be based on a solicitation of Local Workforce Area providers of adult education and literacy activities under WIOA Title II.
  - f) For the mandatory category of higher education institutions, a solicitation of nominations will be based on a solicitation of institutions of higher education providing workforce development activities.
  - g) For the non-mandatory categories, a solicitation of nominations will be based on a:
    - (1) Solicitation of community-based organizations (CBOs). Representative nominations from local CBOs must be qualified by being workforce-centered and having demonstrated positive performance for at least three to five years in the community.
    - (2) Solicitation of nominations from other optional representatives with a workforce mission/focus must hold promise for beneficial partnerships.
  - h) Nominees shall meet the qualifications of the membership category for which they are applying. Nominees shall confirm their qualifications for the membership category for which they are applying in writing. Nominating organizations shall confirm the same.
  - i) Members shall notify the WDB and the Clerk of the Board if they no longer meet the qualification criteria required by WIOA for their position on the WDB.
  - j) All vacancies shall be publicly noticed on the Maricopa County website.
3. Appointments.
- a) The BOS shall appoint each member of the WDB by majority vote.
  - b) Reappointments will follow the same nomination process as outlined in this agreement and will be made within 120 days of the term expiration.
  - c) Notification of appointments will be evidenced within the minutes of the BOS meetings.
4. Terms of Office of BOS Appointees.

- a) Members appointed to the WDB shall serve three-year terms, except vacancy appointees who shall serve the remaining term of their predecessor. Upon expiration of his or her term, any WDB Member may continue to serve until the BOS takes action.
  - b) Appointments will be staggered to the extent possible to have only one-third (1/3) of the membership expire in a given year.
5. Resignations
- a) Resignation by WDB members shall be submitted in writing to the WDB Chair and the Clerk of the Board. A member's resignation is effective only when accepted by the BOS.
6. Terminations
- a) BOS may remove a member for the following reasons:
    - (1) Failure to attend WDB meetings, as follows:
      - More than three consecutive absences from regularly scheduled meetings by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the WDB.
      - Any four absences from regularly scheduled meetings during a twelve-month period by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the WDB.
      - Within seven (7) days of notification of attendance policies violation a member may provide a written explanation to the WDB Chair on the reason for the absences.
      - Exceptions to attendance policies may be made by the WDB Chair due to special circumstances and shall be documented.
    - (2) Violation of Conflicts of Interest and Ethics imposed by WIOA, A.R.S. §38-501 *et seq.*, and Maricopa County Internal Policy HR2421.
    - (3) Failure to meet WDB member representation requirements as defined in WIOA.
    - (4) Documented malfeasance, fraud or abuse.
    - (5) Knowingly and intentionally acting in a manner that prohibits compliance with Federal law, State policy, or requirements set forth by the Workforce Arizona Council (WAC) or Department of Economic Security (DES). Examples include but are not limited to failing to meet deadlines and failing to provide requested information.
  - b) "Just cause" for removal is established based on documented evidence of failure to meet the expectations outlined in Section VI.C.6.a. including but not limited to: attendance records, conflicts of interest, or actions inhibiting compliance with Federal law, State policy, or requirements of the WAC or DES.
  - c) Removal of a WDB member shall require a formal vote of the BOS.
7. Vacancies
- a) WDB vacancies shall be filled within 120 days of the vacancy date by the BOS.
  - b) If a vacancy occurs by other than an expiration of term, the vacancy shall be filled by appointment by the BOS for the unexpired portion of the term.
  - c) In the event a vacancy cannot be filled within 120 days, Assistant

County Manager, or delegate, shall request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. The Assistant County Manager or his/her delegate must maintain written approval of the waiver request by the Director of the State Workforce Development Board for State monitoring purposes.

- d) Positions will be filled in compliance with WIOA.
  - e) Nominees for a vacancy shall meet the criteria needed to fulfill the Board composition requirements of WIOA.
8. Compensation
- a) Members of the WDB shall serve without compensation except for any pre-authorized travel expenses incurred in connection with their duties, including transportation, meals, and lodging; in accordance with WIOA and all applicable Maricopa County policies and regulations.
  - b) The BOS through the Fiscal Agent is authorized to reimburse those expenses identified in (A) post-travel to the extent such expenses are allowable and reimbursable under WIOA, Uniform Guidance, and all applicable County policies and regulations.

## **VII. WDB Roles and Responsibilities**

- A.** Unless otherwise indicated as non-delegable, the WDB may fulfill its roles and responsibilities through staff and/or contracts. Any staff or contractors assigned to fulfill WDB responsibilities shall comply with the provisions of Section XIII. Internal Controls, Conflict of Interest, and Firewalls.
- B.** WDB serves as a strategic convener to promote and broker effective relationships with the County and the Maricopa County workforce system. The WDB shall maintain strategic and strong relationships with business organizations, chambers of commerce, labor and trade associations, education providers, and others as needed or required.
- C.** WDB provides strategic and operational oversight for the workforce system as follows:
  - 1. Provide ongoing reviews of services available, access to services, service delivery, cost of services, and system and program administration;
  - 2. Seek to avoid duplication with other system and program monitoring;
  - 3. Review current plans and proposals for service delivery;
  - 4. Develop detailed actions and timeframes in coordination with the necessary workforce system partners; and
  - 5. Provide the BOS with system and program oversight updates in a quarterly report.
- D.** The following WDB required roles and responsibilities shall be completed in a timely manner by WDB members or at the direction of the WDB through staff, consultants, and/or allowable, designated entities. WDB shall consult with County concerning all responsibilities delegated to staff consistent with the requirements set forth in Section XI.
  - 1. **Workforce Research and Regional Labor Market Analysis**  
The WDB will conduct analyses of the labor market and workforce system and

integrate the findings into the Local Plan. The WDB will coordinate with key stakeholders, contracted staff (as needed), and other parties in order to present a well-rounded representation of the economic conditions in the Maricopa County LWDA.

**2. Convening, Brokering, and Leveraging**

The WDB will convene local workforce development system stakeholders to develop the local plan. The WDB, will plan, coordinate and schedule all necessary meetings to execute the objectives of local plan.

**3. Employer Engagement**

Lead efforts to engage with a diverse range of employers, entities in the region, and economic development entities to promote business representation on the WDB and develop effective linkages with employers to support employer utilization of the Maricopa County workforce system to ensure the workforce investment activities meet the needs of employers, and support economic growth in the region. The WDB shall coordinate with BOS economic development strategies and workforce priorities that align with WIOA.

**4. Career Pathways**

Collaborate with secondary and postsecondary education program representatives leading the efforts in the local workforce development area to develop and implement career pathways by aligning occupational training in the targeted occupations and in-demand industries.

**5. Proven and Promising Practices**

Identify, promote, and disseminate proven and promising strategies, initiatives, and practices for meeting the needs of all job seekers and employers. Specific attention will be given to system performance, service delivery benchmarking, and program design/evaluation to identify strengths and opportunities for continuous process improvement.

**6. Technology**

Develop strategies, including coordination with the County and all workforce system partners, for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, job seekers, and specifically those with barriers to employment. The WDB will address these issues from a strategic level and task the One Stop Operator with identifying referral tools and strategies between core partners.

**7. Coordination of Education Providers**

Coordinate activities with education and training providers, including those on the State-approved Eligible Training Provider List (ETPL) and all WIOA Title II service providers, to align education and training with WDB selected sectors to support career pathways.

**8. Accessibility for Individuals with Disabilities**

The WDB, through the One Stop Operator, will annually assess the physical and programmatic accessibility of all one-stop centers in the Local Workforce Area in accordance with the Americans with Disability Act of 1990.

**9. Certification of One-Stop Centers**

The WDB certifies all ARIZONA@WORK Maricopa County comprehensive and affiliate job centers every three (3) years in accordance with 20 CFR 678.800 and the WAC State Workforce Policy #6 Certification of the ARIZONA@WORK Job Centers.

**E. Communication with the Public**



1. All meetings of the WDB, including its committees and workgroups shall be conducted in compliance with Open Meeting Law (Arizona Revised Statutes 38-431 et seq.). Meetings shall be open, and it shall be a stated policy that interested citizens or groups will be heard on workforce development matters.
2. The WDB shall meet not less than six times per year.
3. Within three (3) business days of any WDB meeting, including its committees and workgroups, the WDB staff shall make available the meeting minutes on the WDB website.
4. On behalf of the WDB, the WDB staff shall make available to the public on the WDB website information regarding the activities of the WDB, including but not limited to:
  - a) Local Plan, including any modifications;
  - b) List and affiliation of WDB members; and
  - c) WDB Bylaws.

**F. Board membership**

1. The WDB may solicit and refer candidates to apply for WDB membership.
  - a) The WDB Chair may recommend removal of a member for any of the reasons cited in Section VI.D.6..

**G. Youth Committee**

1. The Youth Committee shall be a WDB Standing Committee comprised of a minimum of five (5) members appointed by the WDB.
2. The Youth Committee shall be chaired by a member of the WDB.
3. The Youth Committee shall have a minimum of three additional (3) WDB members.
4. The Youth Committee shall have at least one (1) non-member of the WDB who shall:
  - a) Have experience and expertise in youth activities and services; and
  - b) Be a voting member of the Youth Committee.
5. The term of each Youth Committee member shall coincide with the term of the WDB Chair.
6. Under the direction of the WDB, responsibilities of the Youth Committee may include, but not be limited to the following:
  - a) Identify eligible providers of youth workforce development activities by:
    - (1) Exercising the option described in CFR 681.400 to have the grant recipient provide directly some or all of the youth workforce investment activities; and/or
    - (2) Choosing to competitively award grants or contracts to youth service providers to carry out some or all of the youth workforce investment activities;
  - b) Inform, assist, and make recommendations to the Executive Committee and the full WDB in developing and overseeing a comprehensive youth program;
  - c) Foster integration and collaboration of youth activities in the local workforce development area;
  - d) Recommend system enhancements to ensure a broad range of services and opportunities for youth, including disconnected youth;
  - e) Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth; and

- f) Provide leadership and support for continuous quality improvement efforts for youth services programs.

**H. Officers**

- 1. The WDB members select the WDB Chair and other officers, as described in the Bylaws.

**I. Career Services**

- 1. WDB selects the Career Services Provider. The expectations and terms of the service provider shall be documented in a contract approved by the WDB and BOS. Additional guidance on service provider selection can be found in Section VIII.

**J. Operational Budget**

- 1. The WDB shall have the operational budget for Adult, Dislocated Worker, and Youth Services presented to them for review and approval annually.
- 2. The WDB may have the fiscal agent present the annual budget.
- 3. The operational budget shall be approved no later August 15<sup>th</sup>.
- 4. The annual approved budget must allocate all available WIOA funds for the fiscal year.

- K. The WDB shall provide WDB member orientation.

**VIII. Shared Roles and Responsibilities**

**A. WDB Budget** The Parties share the responsibility for the WDB Budget as follows:

- 1. Development and Submission
  - a) WDB and their designated staff shall develop an annual line item administrative budget and budget justification for the purpose of carrying out the duties as referenced in this agreement.
    - (1) The budgeting period must be aligned with the County fiscal year, which runs from July 1 through June 30.
    - (2) The budget must be in accordance with all County policies and guidelines, WIOA, and Uniform guidance.
    - (3) WDB shall submit the annual line item budget and budget justification to the Assistant County Manager by December 1 of each year.
    - (4) The administrative budget will be included in the overall WIOA budget that the fiscal agent submits to the BOS in order to establish an overall spending cap for the upcoming fiscal year.
  - b) The WDB shall review and approve the operational budget for Adult, Dislocated Worker, and Youth Services by major program by June 30<sup>th</sup> of each year for the budget year beginning July 1<sup>st</sup>.
    - (1) The total WIOA budget (operational and administrative) may not exceed the spending cap approved by the BOS.
    - (2) This presentation may be done by the service provider(s) and/or fiscal agent, at the discretion of the WDB.
  - c) Budget Review and Approval
    - (1) The Fiscal Agent shall review the WDB budget to ensure it is in accordance with all County policies and guidelines, WIOA, and Uniform Administrative Guidance.
    - (2) The Fiscal Agent shall provide the budget review to the Assistant County Manager and the WDB Executive Director.

- (3) The Fiscal Agent shall submit the budget to the Maricopa County Office of Management and Budget, on behalf of the BOS.
- (4) The BOS in its discretion, shall review and approve the Budget in accordance with County policy.
- d) On-going monitoring
  - (1) On behalf of the BOS, the Assistant County Manager shall:
    - Monitor the WDB budget expenditures;
    - Notify the WDB Executive Director and the WDB Chair on expenditure and audit issues;
    - Provide updates to the BOS as requested.

**B. WIOA Funds**

- 1. BOS and WDB shall, to the best of their abilities, ensure all funds are expended prior to expiration with the assistance of the Fiscal Agent.

**C. Local Plan**

- 1. WDB and their staff shall develop the local plan for the Local Workforce Area every four years.
- 2. The Local Plan shall be consistent with:
  - a) WIOA Section 108;
  - b) State Unified Plan; and
  - c) BOS strategic priorities, including (but not limited to) economic development, regionalism, and priority populations.
- 3. On behalf of the BOS, the Assistant County Manager shall provide local plan feedback to the WDB Executive Director.
- 4. WDB shall vote and approve the local plan prior to the final submittal to the BOS.
- 5. The BOS shall review and approval the plan during a BOS meeting.
- 6. WDB shall submit the finalized local plan to the State only after receiving BOS approval.
- 7. The WDB shall follow the prescribed process in this section for all substantive (non-technical) local plan amendments.

**D. Regional Plan**

- 1. All Parties may collaborate with other Local Workforce Areas, as necessary. In the event the Local Workforce Development Area is designated to be a planning region that includes other Local Workforce Areas, the Parties shall follow the same process as for the development and approval of the local plan.

**E. Selection of Operators and Providers**

- 1. While it is the responsibility of the WDB to select a One Stop Operator and providers, as discussed in the following sections, it is the responsibility of the BOS to execute contracts with selected entities/vendors. As such, selection of operators and providers is considered a shared function.
- 2. One Stop Operator(s)
  - a) Selection
    - (1) The WDB with the assistance of their staff shall determine the scope of work for the OSO.
    - (2) The WDB shall competitively procure the One Stop Operator with the Maricopa County Office of Procurement Services and in compliance with County procurement policies.
    - (3) The designation of an OSO must be approved by a majority vote

of the WDB or designated committee or workgroup.

- (4) Once approved, the contract shall be forwarded to the BOS. The OSO contract shall be effective only when approved by the BOS.

3. **Provider(s)**

- a) Occupational Skills Training: The WDB shall encourage sufficient number and types of eligible training service providers who are consistent with the criteria established by the Governor and WIOA.
- b) Career Services: The WDB shall determine the selection criteria for the provider of Career Services, as specified in WIOA to “Adults” and Dislocated Workers.”
  - (1) The WDB selects the Human Services Department Workforce Development Division as the Career Services Provider.
- c) Provider contracts may be competitively awarded for any WIOA services; if provider contracts are competitively awarded, they shall be publicly noticed and procured through the Maricopa County Office of Procurement Services.
- d) Youth Services: Pursuant to CFR 681.400(b), the WDB elects to have the grant recipient provide youth services through its Human Services Department.
  - (1) The WDB retains the right to instead provide youth services via competitively procured grants or contracts (CFR 681.400(b)).

**F. Performance Measures**

1. Negotiation and Approval of Performance Accountability Measures
  - a) The WDB and their staff shall obtain proposed performance accountability measures from the State.
  - b) Service providers shall propose performance accountability measures to the WDB for consideration.
  - c) The WDB shall determine the acceptable performance accountability measures for the Local Workforce Area with the Core Partners and service providers.
  - d) The performance accountability measures must be approved by a majority of the WDB. Once passed, the finalized performance accountability measures shall be submitted to the State by the required due date.
2. The WDB shall focus on required performance measures with outcomes and impacts. The WDB shall review current performance measures and reports, identify additional priority and subordinate performance measures to be collected, and work with any organization or entity required to report performance measures to determine reporting timeframes.

**G. Local Board Policy**

1. WDB shall create local board policies to provide strategic workforce direction and guidance in the Local Workforce Area in alignment with BOS priorities.
2. WDB, in coordination with Core Partners and service providers, shall review proposed policies, develop new major policies, and approve major policies that affect the priorities for service, service target levels and limitations, allocation of resources.
3. WDB shall create policies that are aligned with serving the WIOA priority populations and those with barriers to employment.
4. Policies must be approved by a majority of WDB members.

5. WDB staff shall keep written record of all approved WDB policies and ensure distribution to all Parties affected.
6. WDB shall provide approved policies to the BOS in the quarterly report.

**I. Core Partner Agreement**

1. WDB and their staff shall develop the Core Partner Agreement for the Local Workforce Area.
2. The Core Partner Agreement shall be consistent with WIOA, regulations, State and County policies.
3. The Assistant County Manager shall provide Core Partner Agreement feedback to the WDB Executive Director.
4. The Core Partner Agreement shall be reviewed by the Maricopa County Attorney's Office.
5. The Core Partner Agreement must be approved by a majority of the WDB.
6. Once approved, the request shall be forwarded to the BOS for approval. The Core Partner Agreement is effective only when approved by the BOS and the other Core Partners.
7. For all amendments to the fully executed Core Partner Agreement, the WDB shall follow the prescribed process in such Agreement.

**J. Memorandum of Understanding and Infrastructure Funding for the One Stop Delivery System**

1. The WDB, its staff and/or other allowable designated entity, shall develop the Memorandum of Understanding for the One Stop Delivery System (MOU) and its accompanying Infrastructure Funding Agreement (IFA) not less than every three years in partnership with the BOS and other One Stop delivery partners.
2. The MOU and IFA are created through a discussion, negotiation, and agreement.
  - a. The MOU shall include the items listed in 678.500 (b) 1-6, including description of services through the one-stop delivery system, agreement of costs, referral methods, and access to services for adults, youth, those with barriers to employments, and individuals with disabilities.
  - b. The IFA shall include such costs in accordance with 678.700.
    - i. The IFA shall be reviewed and reconciled at least once annually with the information financial information provided by the Fiscal Agent and/or One Stop partners.
  - c. The MOU and IFA draft shall be shared with the BOS Liaison for review and comment.
  - d. The MOU shall provide a process by which periodic amendments and adjustments may be made.
3. WDB shall vote and approve the MOU and IFA, and its amendments, prior to the final submittal to the One Stop Partners for signature.
4. The BOS shall review and approve the final MOU and IFA, and its amendments.

**K. Communication of Parties**

1. The WDB and its staff shall prepare quarterly progress reports, which shall include, but are not limited to summaries of progress on goals, actions on each of the required roles, policies approved by the WDB and anticipated activities of WDB for the next quarter.
  - a) The WDB Executive Director shall submit the quarterly reports for

BOS review 45 days following the end of a quarter.

2. The WDB and its staff shall prepare and submit an annual report to the BOS for review and approval on or before October 1 of each calendar year.
3. At least annually, the WDB Chair, WDB Executive Director, and the Assistant County Manager, shall provide briefings to the BOS regarding performance accountability measures, program oversight, WDB policy, strategic direction, and other areas, as deemed necessary.
4. The WDB Chair and the Assistant County Manager shall work together to identify new potential applicants to the WDB with skillsets that compliment current Board members.

**L. Amendments to the LWDB Bylaws**

1. Amendments to the WDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:
  - i. Be submitted to the Maricopa County Attorney for legal review;
  - ii. Approved by the WDB;
  - iii. Receive final approval by the BOS.
2. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all WDB members, the BOS, County Attorney, and will be posted on the ARIZONA@WORK MARICOPA COUNTY website.

**IX. WIOA Fiscal Agent**

- A.** The WIOA Fiscal Agent shall perform accounting and funds management for WIOA funding received.
- B.** The Fiscal Agent shall exchange information with the WDB and BOS, as necessary.
- C.** The Fiscal Agent shall provide the following financial services:
  1. Receive and disburse WIOA funds, which includes first-in, first-out accounting methods;
  2. Ensure sustained fiscal integrity and accountability for expenditure of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations, and County and State policies;
  3. Comply with State and Federal requirements and timelines as defined by DES;
  4. Be subject to an annual audit by the Auditor of State as well as periodic monitoring by DES;
  5. Cooperate in any audit procedure, respond to financial audit findings, and provide corrective action plans when necessary;
  6. Maintain proper accounting records and adequate documentation;
  7. Prepare financial reports;
  8. Conduct financial monitoring of the fiscal activities of sub recipients, contractors, and service providers;
  9. Provide technical assistance to sub recipients regarding fiscal issues;
  10. Review, recommend, and monitor the WIOA budget and its funds, including both administrative and programmatic funds;
  11. Recommend the transfer of funds between Dislocated Worker and Adult programs, and provide this to the WDB Chair for signature;
  12. Track and monitor the WDB receipts and expenditures in a separate Unit code;
  13. Track and monitor WIOA Title I service provider receipts and expenditures in a separate Unit Code;

- a) Career Services and Youth Services shall be tracked separately by Program Code.
  - 14. Procure contacts or obtain written agreements on behalf of the WDB
    - a) Except for the One Stop Operator; and
  - 15. Appoint personnel to carry out the duties outlined above who will not be permitted to engage in policy or service delivery issues or Service Provider activities.
- D. The Fiscal Agent shall perform the following budgetary functions on behalf of the WDB:
  - 1. Under the guidance of the WDB, develop an annual budget by major program service type (Adult, Dislocated Worker, Youth, Rapid Response, and other types that may be identified by the WDB) that supports the strategic direction of the WDB.
  - 2. Present to the WDB when major program service type budgets increase, decrease, or it is deemed appropriate to move budgeted monies between major program service types.
  - 3. Reconcile the IFA costs at least annually.
- E. The fiscal agent is subject to the internal control measures and firewall requirements described in Section XIII.

**X. WIOA Career Services**

- A. Those providing career services shall provide services in accordance with WIOA.
  - 1. The Career Service provider shall implement WDB policies and provide quarterly reports to the WDB on program service delivery, performance accountability, and continuous improvement.
  - 2. Service providers shall propose the following for review, consideration, and approval of the WDB:
    - a) Priority populations;
    - b) Service targets;
    - c) Budget utilization;
    - d) Performance measures.
  - 3. The person(s) responsible to carry out the duties of service provider will not be permitted to be appointed to complete the activities of the WIOA Fiscal Agent.
  - 4. Provider of Services shall follow OMB Uniform guidance, County, State regulation, policy, law for procurement of required goods and services.

**XI. WDB Staff**

- A. Title 20 CFR 679.400 describes the WDB's authority to hire staff and the appropriate roles for the WDB staff as outlined in WIOA Section 107(f).
  - 1. Full costs for staff must be included in WDB Board budget submitted to and approved by the BOS.
  - 2. Maricopa County shall be the employer of record for the WDB staff.
  - 3. WDB staff shall be subject to the County's policies, procedures, and processes, including personnel policies and organizational oversight.
  - 4. The WDB Board delegates personnel management responsibilities of the WDB staff to the assigned assistant county manager, and the assigned assistant county manager will consult with the WDB Chair on personnel matters, as necessary. See attached Organizational Chart for reporting

- relationship information.
5. WDB staff shall be subject to Maricopa County's policies, procedures and processes regarding personnel, including but not limited to the confidentiality of personnel information.
  6. WDB staff shall not provide core, intensive, and training services or participate in the operation of the One-Stop centers, including the management of personnel providing these services.
  7. WDB staff are subject to the internal control measures and firewall requirements described in Section XIII.

## **XII. Conflict resolution**

- A. Except as may otherwise be provided for by law, or otherwise specifically agreed upon to by the parties, any dispute not involving the question of law that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County's dispute process:
  1. Disputes must be filed with the Maricopa County Ombudsman.
  2. The Ombudsman shall respond in writing to the dispute within fourteen (14) days.
  3. The parties may abide by the decision. If the conflict is not resolved, the Party shall submit in writing to the Ombudsman and the other Party within seven (7) days that a resolution has not been reached.
  4. If either party determines it must pursue formal mediation related to this agreement, either party may choose to contract with external mediation services. Contracted services would be at the contracting party's expense and would require following the usual processes for procurement and budget approval.
- B. If the conflict is not resolved, it will be resolved as directed by the Governor's Office.

## **XIII. Internal Controls, Conflict of Interest, and Firewalls**

- A. WDB members, County employees, service providers, training providers, One-Stop Operator, and other workforce system stakeholders will report any official conflict of interest to the Assistant County Manager.
- B. In addition to the reporting requirements contained in County Policy HR2416 concerning "Avoidance of Conflicts of Interests" WDB staff shall also notify the WDB Chair concerning any alleged conflict of interest.
- C. WDB members, staff, or vendors may not be involved in official votes, the hiring of staff, or the procurement of services in which they have a personal financial interest.
- D. Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.
- E. Only staff performing Fiscal Agent duties may have access to the County's financial system(s) of record with regard to the funds overseen by the WDB.
- F. Service provider, Fiscal Agent, and WDB Staff shall not:
  1. Have involvement in one another's hiring, promotional, termination, discipline, or performance management matters;
  2. Have involvement in one another's vendor selections, unless pre-approved by the WDB and BOS Liaison.
  3. Share information that is not considered a public record or seek approval from the WDB and BOS Liaison prior to sharing non-public records; or



4. Have input into one another's standard operating procedures or internal policies.
- G.** No entity or person involved with the issuance of a solicitation may compete or submit a proposal under the procurement action. This prohibition includes but is not limited to development of requirements, drafting the solicitation document, evaluating proposals/bids, or selection of vendors.
  - H.** No division and/or unit within the County may simultaneously provide services and oversee or monitor the provision of those services.
  - I.** All entities involved in WDB activities and functions, including but not limited to County employees, contracted vendors, and WDB members, are subject to performance and financial audits performed by the Maricopa County Internal Audit Department, an independent agency reporting directly to the Board of Supervisors. Entities shall comply fully with all audit requests and participate in the resolution of audit findings.
  - J.** The assistant county manager, as the executive manager over multiple roles, is expected to be aware of the potential competing interests of the WDB, One-Stop Operator, providers, fiscal agent, and other stakeholders.
    1. The assistant county manager shall refrain from intervening in the performance of duties assigned to the WDB staff by the WDB, if said duties are legally allowed, supported by the approved budget, and not prohibited by County policy;
    2. The assistant county manager shall:
      - a) Encourage the open exchange of information and data between all entities, as allowed by law and County policy, in order to inform decisions of the WDB and BOS;
      - b) Be mindful of the internal controls and firewalls outlined in this Section and make every effort to ensure they are not breached.

**XIV. Sunshine Provision**

- A.** The WDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the WDB, including information regarding the local plan prior to the submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants or contracts to eligible providers of youth workforce investment activities, and, on request, minutes of formal meetings of the WDB.

**XV. Agreement and Bylaws**

- A.** To the extent there is a conflict between this Agreement and the Bylaws of the WDB, this Agreement controls.

**XVI. Notices**

- A.** Notifications and communications concerning this Agreement shall be directed to the following:

Maricopa County Assistant County Manager  
 301 W. Jefferson 9th Floor  
 Phoenix AZ 85003

Maricopa County Workforce Development Board Executive Director

Executive Director  
700 W. Jefferson St.  
Phoenix AZ 85007

Maricopa County Clerk of the Board of Supervisors:  
301 W. Jefferson 10th Floor  
Phoenix AZ 85003

**XVII. Conflict Waiver**

The Parties to this Agreement acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for all the Parties. The Parties acknowledge that they are aware of a potential conflict of interest, and waive any claim of conflict of interest, which may arise by virtue of Civil Division's representation of another Party to this Agreement.

*(Remainder intentionally left blank: Signatures to follow)*

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:  
MARICOPA COUNTY  
WORKFORCE DEVELOPMENT BOARD

Approved By:  
MARICOPA COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Clint Hickman, Chairman, Board of  
Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attested to:

\_\_\_\_\_  
Fran McCarroll, Clerk, Board of Supervisors

\_\_\_\_\_  
Date

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney                      Date



# Maricopa County Local Workforce Development Board

## Bylaws: Summary of Changes

### Article I. Name and Legal Authority

- Streamlined language.
- Removed stated that BOS has final authority.
- Added new section (3) describing the legal authority of the WDB.

### Article II. Area Served

- Clarified that the local area excludes the City of Phoenix.

### Article III. Purpose, Vision, and Values

- Added language stating that the WDB assists the BOS.
- Added the Vision statement.
- Added Values.

### Article IV. Compliance, Role, and Methods

- Removed reference to HSD staff fulfilling responsibilities of the WDB.
- Added language explaining that the WDB selects service providers and works collaboratively with the BOS to ensure compliance with County policies and procurement codes.
- Added language to budget section to clarify that the WDB approves the budget for activities of the WDB and the workforce system in a manner that maximizes resources for direct services.
- Added language requiring a budget to be approved within 60 days after the start of the fiscal year.

### Article V. Staffing and Support

- Clarified that WIOA is the funding source for WDB support functions and that the budget must also be approved by the BOS.
- Simplified language to remove list of staff duties and remove references to specific number of staff.

# Maricopa County Local Workforce Development Board

## Bylaws: Summary of Changes

### Article VI. Membership

- Removed reference to options when no union affiliated apprenticeship program is available, as this is not an issue in Maricopa County.
- Removed provision that membership includes a representative from HSD.
- Clarified roles of BOS and WDB in nomination process.
- Added or modified language consistent with SGA.
- Replaced HSD with Clerk of the Board for notifications.
- Updated procedural provisions regarding review, recommendation, and notification of candidates.
- Updates terms of office and terms for officers – former language was necessary when WDB was a new board and there was a need to stagger the initial appointments.
- Removed statement that WDB members serve at the pleasure of the BOS.
- Clarified that reappointments are not guaranteed.
- Changed criteria for removal of an officer from a 2/3 vote to a simple majority.

### Article VIII. Committees

- Added or modified language in Youth Committee section consistent with SGA.

### Article IX. Meetings

- Added language allowing any officer of the WDB to call a special meeting.
- Further defined “quorum.”
- Specified how members recusing or abstaining from a vote are to be counted in the final vote.

### Article X. Conflicts of Interest and Ethics

- Added language stating that WDB members and staff may not have direct supervisory responsibility over providers, partners, or contractors (required by WAC Policy #1).

### Article XI. Conflict Resolution

- Clarified conflict resolution process.

### Article XII. Amendments

- Changed language to be consistent with SGA.



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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

## **ARTICLE I. NAME AND LEGAL AUTHORITY**

### **Section 1. Name**

- A. The name of this organization shall be the Maricopa County Workforce Development Board (MCWDB).

### **Section 2. Establishment**

- A. The MCWDB is established and receives its authority in accordance with the Workforce Innovation and Opportunity Act (WIOA), which was signed into law on July 22, 2014 as Public Law 113-128 and replaces and supersedes the Workforce Investment Act of (WIA) of 1998.

### **Section 3. Legal Authority**

- A. The MCWDB shall act as the Workforce Development Board ("WDB") for the Maricopa County Local Workforce Development Area. In execution of its business, the MCWDB must comply with the Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA"), and its regulations, applicable Federal and State Laws, rules and regulations, and State policies and procedures. The MCWDB and its committees derive their authority from Section 107 of the WIOA. The Maricopa County Board of Supervisors (BOS) shares governance responsibilities with the MCWDB and is responsible for all WIOA funds. As such, the MCWDB must follow all County policies and procedures with regard to making payments, entering into contracts, hiring staff, and any other action that obligates funding.

## **ARTICLE II. AREA SERVED**

Pursuant to the State of Arizona designation and in compliance with WIOA, the area to be served by the MCWDB shall be Maricopa County excluding the City of Phoenix. This area shall be known as the Maricopa County Local Workforce Development Area. MCWDB may also provide services in cooperation and coordination with other local workforce areas in the region and the State of Arizona.

## **ARTICLE III. PURPOSE, VISION, AND VALUES**

### **Section 1. Purpose**

The MCWDB shall work collaboratively with the BOS as the Chief Local Elected Officials in strategic planning, oversight, and evaluation of the local workforce development area, and shall promote effective outcomes consistent with statewide goals, objectives, and negotiated local performance.

The BOS shall establish the MCWDB to represent a wide variety of individuals, businesses, and organizations throughout the local area. The MCWDB serves as a strategic convener to promote and broker effective relationships between the County and economic, education, and workforce partners.



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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

The MCWDB shall maintain strategic and strong relationships with business organizations, chambers of commerce, labor and trade associations, education providers, and others as needed or required.

## **Section 2. Vision**

The MCWDB is a best-in-class workforce system that connects jobseekers to career opportunities and employers to skilled talent, stimulating economic prosperity and enhancing quality of life for all.

## **Section 3. Values**

The MCWDB's values are as follows:

- A. Customer-centric service
- B. Public trust and accountability
- C. Data-driven and performance-based
- D. Responsive to a changing environment

## **ARTICLE IV. COMPLIANCE, ROLE, AND METHODS**

### **Section 1. Compliance and Role**

MCWDB shall be operated in accordance with applicable Federal, State, and local laws and regulations including without limitation: a.) WIOA and related regulations, including any future amendments and guidance which may be issued; and b.) official policies and directives of the Arizona Department of Economic Security and the Workforce Arizona Council.

In cooperation with County staff identified by the BOS and subject to the approval of the BOS, MCWDB shall be responsible to ensure the completion of the following:

- A. **Local Plan:** Develop and submit a local workforce development area plan to the Governor of Arizona;
- B. **Regional Plan:** Collaborate with the other local boards and chief elected officials, or their delegates, from the other local areas in the preparation and submission of a regional plan, if the local area becomes a part of a planning region with other local areas;
- C. **Workforce Research and Regional Labor Market Analysis:** Conduct research, specified regional market labor analysis, and periodic economic and workforce analyses as a part of the local planning process and to assist the Governor in developing the statewide workforce and labor market information system;
- D. **Convening, Brokering, and Leveraging:** Convene the local workforce development system stakeholders to assist in the development of the local area plan, and identify non-federal expertise and resources to leverage support for workforce activities;
- E. **Employer Engagement:** Lead efforts to engage with a diverse range of employers, entities in the region, and economic development entities, including coordination with BOS economic development strategies, in order to promote the participation of local area and regional private

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

sector employers, develop effective linkages with employers, support employer utilization of the Maricopa County workforce system, ensure the workforce investment activities meet the needs of employers, and support economic growth in the region;

- F. **Career Pathways Development:** Collaborate with secondary and postsecondary education program representatives leading the efforts in the local workforce development area to develop and implement career pathways;
- G. **Proven and Promising Practices:** Identify, promote, and disseminate proven and promising strategies, initiatives, and practices for meeting the needs of job seekers and employers;
- H. **Technology:** Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, job seekers, and those with barriers to employment; develop intake and case management information systems, remote access, and improve digital literacy skills while leveraging resources and capacity within the system;
- I. **Program Oversight:** Conduct program oversight for: local WIOA youth, adult, and dislocated workforce development program activities; the local service delivery system; and the use, management, and investment of workforce development funds to maximize performance outcomes under WIOA through evidenced-based decision-making ;
- J. **Negotiation of Local Performance Accountability:** Establish, through negotiation with the BOS and the Governor, local performance and accountability measures;
- K. **Selection of Operators and Providers:** Designate and certify one-stop operators, identify eligible adult and youth training providers, and also ensure the provision of opportunities that lead to competitive employment for individuals with disabilities; in conjunction with the State, ensure there are sufficient numbers and types of career and training service providers in a manner that maximizes consumer choice; select adult, dislocated worker, and youth service providers. Contracts, IGAs, or MOUs for operators or service providers must be pursued collaboratively with the BOS, must conform with all Maricopa County policies and procurement codes, and are subject to formal approval by the BOS.
- L. **Coordination of Education Providers:** Coordinate activities with education and training providers;
- M. **Budget and Administration:** Develop and approve a budget for the activities of the MCWDB and the services provided in the County’s workforce system consistent with the local workforce development plan and the duties of the MCWDB under WIOA, and in a manner that maximizes resources for direct services. Should the MCWDB fail to approve a budget within 60 days of the beginning of a fiscal year, the BOS or its designee shall develop and implement a budget; and
- N. **Accessibility for Individuals with Disabilities:** Annually assess the physical and programmatic accessibility of all one-stop centers in the local area in accordance with the Americans with Disability Act of 1990.

## Section 2. Methods

The MCWDB shall perform all duties in accordance with these methods:

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- A. *Convener* – Bring together business, labor, education, and economic development to focus on community workforce issues.
- B. *Workforce Analyst* – Understand and disseminate current local and regional labor market and economic information and trends.
- C. *Broker* – Bring together systems to solve common problems, or broker new relationships with businesses and workers.
- D. *Community Voice* – Advocate for the importance of workforce policy, providing perspective about the need for and availability of skilled workers.
- E. *Capacity Builder* – Enhance the local workforce development area’s and planning region's ability to meet the workforce needs of local employers.

## **ARTICLE V. STAFFING AND SUPPORT**

### **Section 1. Staffing and Support**

- A. Necessary staffing and support of the MCWDB shall be funded by WIOA funds and is subject to approval by the BOS or their designee.
- B. MCWDB staff shall include staff necessary to support the activities of the MCWDB. Staffing levels shall be determined during the annual budget development process.

## **ARTICLE VI. MEMBERSHIP**

### **Section 1. Composition and Size**

- A. The MCWDB shall be comprised of private business sector and public sector members.
- B. The Board membership shall be representative of the local area’s geography and business demographics.
- C. To the greatest extent possible, the MCWDB will seek to have a membership diverse in gender and ethnicity.
- D. The membership of the Board shall be kept to the smallest number possible by having members represent more than one category wherever possible and as permitted by WIOA.
- E. An individual may serve as a representative of more than one membership category if the individual meets all the criteria for representative in accordance with WIOA.
- F. At least 51% of members shall be representatives of business in the local area who:
  - 1. Are owners of businesses, chief executives or operating officers of businesses, or other individuals with optimum policymaking or hiring authority;
  - 2. Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality work-relevant training and development opportunities to its workforce or the workforce of others in the case of organizations representing business;
  - 3. Are appointed from among individuals nominated by local business organizations and business trade associations; and

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

4. At least two (2) members must represent small business as defined by the U.S. Small Business Association.
- G. At least 20% of the members must be workforce representatives with optimum policymaking authority. These representatives:
1. Must include at least two (2) representatives of labor organizations, nominated by local labor federations or other representatives of employees;
  2. Must include at least one (1) representative of a joint labor-management, or union-affiliated, registered apprenticeship program within the local area who must be a training director or member of a labor organization.
  3. May include one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
  4. May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
- H. The balance of the Board membership shall include individuals with optimum policymaking authority, as follows:
1. At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the local area;
  2. At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
  3. At least one (1) representative from economic and community development entities;
  4. At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;
  5. At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
- I. Members under the category referenced in Article VI, Section 1-H of these bylaws may also include additional local area representatives appointed by the BOS from:
1. Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
  2. Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
  3. Local area philanthropic organizations; and,

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- 4. Other appropriate individuals based on the WIOA law and regulations as determined by the BOS.
- J. Members of the MCWDB shall not be permitted to delegate any duties to proxies or alternates.
- K. Membership on the MCWDB shall be on an unpaid, volunteer basis.
- L. No matter how many membership categories an individual represents, the individual is only entitled to one vote.

## **Section 2. Nominations**

- A. The CEO is responsible for MCWDB member recruitment and nominations.
  - B. At the request of the CEO, the MCWDB, or its designee, may assist in the solicitation of applications and nominations for MCWDB membership in accordance with representation needed.
  - C. Nominees who are intended to serve as representatives of business in the local area must be appointed from among individuals nominated by business organizations and business trade associations.
  - D. Nominees who are intended to serve as representatives of labor must be appointed from among individuals nominated by local labor federations.
  - E. For the other mandated categories, nominees must be appointed from among individuals nominated by a senior executive from the agency or institution of employment or affiliation.
  - F. For the mandatory category of adult education and literacy, a solicitation of nominations will be based on a solicitation of Local Workforce Area providers of adult education and literacy activities under WIOA Title II.
  - G. For the mandatory category of higher education institutions, a solicitation of nominations will be based on a solicitation of institutions of higher education providing workforce development activities.
  - H. For the non-mandated categories, a solicitation of nominations will be handled by:
    - 1. Solicitation of community-based organizations (CBOs). Representative nominations from local CBOs must be qualified by being workforce-centered and having demonstrated positive performance for at least three to five years in the community.
    - 2. Solicitation of nominations from other optional representatives with a workforce mission/focus must hold promise for beneficial partnerships.
  - I. Nominees shall meet the qualifications of the membership category for which they are applying. Nominees shall confirm their qualifications for the membership category for which they are applying in writing. Nominating organizations shall confirm the same.
  - J. Members shall notify the MCWDB and the Maricopa County Clerk of the Board if they no longer meet the qualification criteria required by WIOA for their position on the MCWDB. K.
  - L. All vacancies shall be publicly noticed on the Maricopa County website.
- Written applications and, when applicable, nominations must be submitted to the Maricopa County Clerk of the Board.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

J.

## **Section 3. Appointments**

- A. The BOS shall appoint each member of the MCWDB.
- B. Notification of appointments will be evidenced within the minutes of the BOS meetings.

## **Section 4. Term of Office**

- A. Members appointed to the MCWDB shall serve three-year terms, except vacancy appointees who shall serve the remaining term of their predecessor. Upon expiration of his or her term, any WDB Member may continue to serve until the BOS takes action.
- B. Appointments will be staggered to the extent possible to ensure only one-third (1/3) of the membership expires in a given year.

## **Section 5. Resignations**

- A. Resignation by MCWDB members shall be submitted in writing to the MCWDB Chair, and the Clerk of the Board. A member's resignation is effective when accepted by the BOS.
- B. An agenda item will be placed on the next MCWDB meeting for the MCWDB to acknowledge that member's resignation.

## **Section 6. Terminations**

BOS may remove a member for any of the following reasons:

- A. Failure to attend MCWDB meetings as required in these bylaws.
- B. Failure to comply with the Conflict of Interest and Ethics as required by WIOA, A.R.S. §38-502 et seq., and Maricopa County Internal Policy HR2421.
- C. Failure of a member to continue to hold the qualifications of membership which were the basis for their initial appointment.
- D. Documented malfeasance, fraud, or abuse.
- E. Knowingly and intentionally acting in a manner that prohibits compliance with Federal law, State policy, or requirements set forth by the Workforce Arizona Council (WAC) or Department of Economic Security (DES). Examples include but are not limited to failing to meet deadlines and failing to provide requested information.
- F. Removal of a WDB member shall require a formal vote of the BOS.

## **Section 7. Vacancies**

- A. A member's position on the MCWDB may become vacant upon failure to attend regularly scheduled meetings as required in these bylaws, his or her death, resignation, by operation of law, or upon removal by the BOS.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- B. All efforts shall be made to fill MCWDB vacancies within 120 days of the vacancy by the BOS.
- C. If a vacancy occurs by other than an expiration of term, the vacancy shall be filled by appointment by the BOS for the unexpired portion of the term.
- D. In the event a vacancy cannot be filled within 120 days, BOS designated staff shall request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. Maricopa County must maintain written approval of the waiver request by the Director of the State Workforce Development Board for State monitoring purposes.
- E. Positions will be filled in compliance with WIOA and these Bylaws.
- F. Nominees for a vacancy shall meet the same membership requirement as the outgoing member or the criteria needed to fulfill the Board composition requirements of WIOA.

## **Section 8. Reappointments**

- A. Reappointments are not guaranteed.
- B. Reappointments must be made within 120 days of the term expiration.
- C. The nomination process will be the same as outlined in these bylaws.

## **Section 9. Compensation**

- A. Members of the MCWDB shall serve without compensation except for any pre-authorized travel expenses incurred in connection with their duties, including transportation, meals, and lodging; in accordance with WIOA and all applicable Maricopa County policies and regulations.
- B. The BOS through the Fiscal Agent is authorized to reimburse those expenses identified in (A) post-travel to the extent such expenses are allowable and reimbursable under WIOA and all applicable Maricopa County policies and regulations.

## **ARTICLE VII. OFFICERS AND THEIR ELECTION**

### **Section 1. Officers**

- A. The officers of the MCWDB shall be Chair, Vice Chair, and Second Vice Chair.
- B. There may be an Immediate Past Chair of the MCWDB, which shall be a business member of the MCWDB.
- C. There shall be elected one (1) individual to serve in each designated office.
- D. The Chair of the MCWDB shall be selected from among the Business representatives.
- E. The remainder of the officers may be elected from any of the representative groups.

### **Section 2. Election and Term of Officers**

- A. All officers shall be elected for two-year terms by a majority vote of the current membership of the MCWDB.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- B. Elections shall be held at the last regularly scheduled meeting of each Program Year.
- C. The terms of office shall begin on July 1 of each year.
- D. At its option, MCWDB may elect an Immediate Past Chair whose term shall be one (1) year.
- E. If a vacancy occurs by other than an expiration of an Officer term, the vacancy shall be filled for the unexpired portion of the term using the process outlined in Section 1 of this Article.

## **Section 4. Duties of Officers**

### A. Chair. The MCWDB Chair shall:

- 1. Preside over all regular, special, and Executive Committee meetings of the MCWDB;
- 2. Serve as Chair of the Executive Committee of the MCWDB;
- 3. Encourage best and broadest participation possible from all Board members;
- 4. Provide information for the preparation of the agenda for MCWDB meetings;
- 5. Appoint all committee Chairs and committee members;
- 6. Work cooperatively with BOS assigned staff to provide information on workforce development in the local area;
- 7. Review, and/or appoint a MCWDB workgroup;
- 8. Represent the MCWDB as appropriate; and
- 9. Assign and delegate such responsibilities as needed.

### B. Vice Chair. The MCWDB Vice Chair shall:

- 1. In the absence of the MCWDB Chair, perform all the duties of the MCWDB Chair; and
- 2. Assign and delegate such responsibilities as directed by the MCWDB Chair.

### C. Second Vice Chair. The MCWDB Second Vice Chair shall:

- 1. In the absence of the MCWDB Chair and MCWDB Vice Chair, perform all duties of the MCWDB Chair; and
- 2. Assign and delegate such responsibilities as directed by the MCWDB Chair.

### D. Immediate Past Chair. The MCWDB Immediate Past Chair shall:

- 1. Mentor the Chair in the transition period regarding Board operations.

## **Section 5. Removal of Officers**

Any Officers may be removed from office for cause and a vote of majority of the current members of the MCWDB.

## **ARTICLE VIII. COMMITTEES**

### **Section 1. General**

- A. All committees established under the MCWDB shall comply with these bylaws.



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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- B. The Chair of any Standing Committee shall be appointed by the Chair of the MCWDB for a term coinciding with the MCWDB Chair's term.
- C. All actions of MCWDB Standing Committees and other ad-hoc committees are advisory to the MCWDB.
- D. Chairs of Standing Committees, in consultation with the MCWDB Chair, shall prepare the agenda for Standing Committee meetings.
- E. Members who are designated as a One-Stop Career Center Operator shall not serve on any Standing Committee that deals with the oversight of the Job Center or One-Stop system or allocation of resources that would potentially be allocated to that member's program or might otherwise be the basis of a conflict of interest as outlined in these bylaws.
- F. Resignations of committee members are effective when accepted by the MCWDB Chair.

## **Section 2. Executive Committee**

- A. The Executive Committee shall be comprised of the following Board members: Chair, Vice Chair, Second Vice Chair, Youth Committee Chair, the Chair of any other Standing Committee, and up to two other MCWDB members appointed at the discretion of the MCWDB Chair.
- B. If the Immediate Past Chair position is filled, this position shall also be on the Executive Committee.
- C. The Executive Committee shall always be comprised of an odd number of members
- D. The MCWDB Chair shall serve as Chair of the Executive Committee.
- E. Responsibilities of the Executive Committee shall include:
  - 1. Report on all action taken by the committee at regularly scheduled MCWDB meetings;
    - i. Emergency actions and all other actions taken by the Executive Committee without the prior approval of the full MCWDB are conditional and subject to either ratification or rescission by the full MCWDB at its subsequent meeting.
  - 2. In consultation with BOS assigned staff, make recommendations for membership to the Youth Committee, Standing Committees, and other committees in compliance with membership requirements as outlined in the WIOA;
  - 3. Determine responsibilities of all Standing Committees and other ad-hoc committees and review work plans of such bodies; and
  - 4. Perform other duties as the MCWDB may deem necessary.

## **Section 3. Standing Committees**

- A. The MCWDB shall have at least one Standing Committee, which is the Youth Committee.
- B. To the extent possible, Standing Committees shall be comprised of the required MCWDB representative categories as outlined in WIOA.
  - 1. Each Standing Committee shall be chaired by a member of the MCWDB.
  - 2. Each Standing Committee shall have one (1) non-member of the MCWDB.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- i. This individual must have appropriate experience and expertise for the Standing Committee they are appointed to.
    - ii. This individual shall be voting members of the Standing Committee they serve on.
  3. Each Standing Committee shall have a minimum of three (3) MCWDB members appointed to serve on the committee.
- C. All members of Standing Committees shall be appointed by the MCWDB Chair in consultation with the Executive Committee and BOS assigned staff.

## **Section 4. Youth Committee**

- A. The Youth Committee shall be a WDB Standing Committee comprised of a minimum of five (5) members appointed by the WDB.
- B. Responsibilities of the Youth Committee may include, but not be limited to the following:
  1. Identify eligible providers of youth workforce development activities by:
    - i. Exercising the option described in CFR 681.400 to have the grant recipient provide directly some or all of the youth workforce investment activities; and/or
    - ii. Choosing to competitively award grants or contracts to youth service providers to carry out some or all of the youth workforce investment activities;
  2. Inform, assist, and make recommendations to the Executive Committee and the full MCWDB in developing and overseeing a comprehensive youth program, including disconnected youth;
  3. Foster integration and collaboration of youth activities in the local workforce development area;
  4. Recommend system enhancements to ensure a broad range of services and opportunities for youth, including disconnected youth;
  5. Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth; and
  6. Provide leadership and support for continuous quality improvement efforts for youth services programs.
- C. The term of each Youth Committee member shall coincide with the term of the MCWDB Chair.

## **Section 5. Other Ad-Hoc Committees**

- A. The MCWDB may from time to time establish other ad-hoc committees to assist the MCWDB in carrying out its duties or current work.
- B. Ad-hoc committees may include individual(s) who are not appointed to the MCWDB so long as the MCWDB Chair determines the individual(s) has expertise in the topic/task of such body.
- C. All members of other ad-hoc committees shall be appointed by the MCWDB Chair in consultation with the Executive Committee and BOS assigned staff.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

## **ARTICLE IX. MEETINGS**

### **Section 1. Public Meetings**

- A. All meetings of the MCWDB, including its committees shall be conducted in compliance with Open Meeting Law (Arizona Revised Statutes 38-431 et seq.). Meetings shall be open, and it shall be a stated policy that interested citizens or groups will be heard on workforce development matters.
- B. Where these bylaws and other applicable law do not afford an adequate procedure in the conduct of a meeting, the MCWDB Chair may refer to Robert's Rules of Order as a guide.
- C. C. The MCWDB shall meet not less than six times per year.
- D. Regular meetings of the MCWDB and its standing committees as determined by the Executive Committee shall be published in an annual schedule of meetings in June for the period of July 1<sup>st</sup> to June 30<sup>th</sup> of the upcoming program year.
- E. Special meetings of the MCWDB or its committees may be called by the MCWDB Chair or any other officer of the MCWDB.
- F. Phone- and web-based meetings and other use of appropriate technology may be used to promote and enhance MCWDB member participation in conjunction with face-to-face, in-person meetings when applicable. The agenda may state the means of connection to the meeting if participation via phone or other electronic means is being utilized. MCWDB members participating in a telephone conference call or other electronic means shall be clearly identified in the minutes.
- G. The agenda for MCWDB meetings shall be developed by the MCWDB Chair or officer calling the meeting.
- H. The MCWDB Chair or officer calling the meeting shall be responsible for orderly business of meetings and for calling items on the agenda.
- I. Within three (3) business days of any WDB meeting, including its committees and ad-hoc committees, the WDB staff shall make available the meeting minutes on the WDB website.

### **Section 2. Quorum**

- A. A simple majority of appointed members shall constitute a quorum for the transaction of business at all MCWDB and designated standing committee meetings; vacant positions shall not be counted when determining quorum.
- B. A meeting at which a quorum is initially established may not continue to transact business or to discuss business if the quorum is not maintained due to the withdrawal or departure of members.

### **Section 3. Voting**

- A. Each member of the MCWDB shall be entitled to one vote on an action.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- B. No member of the MCWDB shall cast a vote on any matter which has direct bearing on services to be provided by the member or any organization with which that member is associated, or would otherwise be the basis for a conflict of interest, as outlined in these bylaws.
- C. Action brought before the MCWDB shall be resolved by a vote of a simple majority of the members present, provided a quorum is present.
- D. Members recusing or abstaining from a vote shall be counted as “absent” from the vote, so as not to inadvertently affect the desired outcome of the majority of voting members.
- E. At the request of any member, or at the discretion of the MCWDB Chair, a roll-call or ballot vote may be taken for any action of the MCWDB. The outcome of voting shall be recorded in the minutes of the MCWDB.

## **Section 4. Attendance**

- A. All MCWDB members are expected to attend regularly scheduled meetings.
- B. More than three consecutive absences from regularly scheduled meetings by any member during any 12-month program period (July 1 – June 30) may result in the removal of the member from the MCWDB.
- C. Any four absences from regularly scheduled meetings during a twelve-month period by any member during any 12-month program period (July 1 – June 30) may result in the removal of the member from the MCWDB.
- D. Within seven (7) days of notification of attendance policies violation a member may provide a written explanation to MCWDB staff on the reason for the absences.
- E. Exceptions to attendance policies may be made by BOS appointed staff due to special circumstances.

## **ARTICLE X. CONFLICT OF INTEREST AND ETHICS**

### **Section 1. Conflict of Interest**

- A. The MCWDB shall follow Arizona Law on Conflict of Interest as set forth in Arizona Revised Statutes, Section 38-501 et seq.
- B. MCWDB member may not vote on any matter that would provide direct financial benefit to the member or the member’s immediate family, or on matters of the provision of services by the member or the entity the member represents.
- C. MCWDB member must avoid even the appearance of a conflict of interest. Prior to taking office, MCWDB members must provide to the MCWDB Chair and to HSD a written declaration of all substantial business interests or relationships they, or their immediate families, have with all businesses or organizations that have received, currently receive, or are likely to receive contracts or funding from the MCWDB. Such declarations must be updated annually or within 30 days to reflect any changes in such business interests or relationships. MCWDB must appoint an individual to review the disclosure information in a timely manner and advise the MCWDB chair and appropriate members of potential conflicts.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- D. Prior to a discussion, vote, or decision on any matter before MCWDB, if a member, or a person in the immediate family of such member, has a substantial interest in or relationship to a business entity, organization, or property that would be affected by any official MCWDB action, the member must disclose the nature and extent of the interest or relationship and must abstain from discussion and voting on or in any other way participating in the decision on the matter. All abstentions must be recorded in the minutes of the MCWDB meeting and be maintained as part of the official record.
- E. It is the responsibility of the MCWDB members to monitor potential conflict of interest and bring it to the MCWDB's attention in the event a member does not make a self-declaration.
- F. In order to avoid a conflict of interest, MCWDB must ensure that the MCWDB's workforce service providers for WIOA Title IB adult, dislocated worker, and youth programs must not employ or otherwise compensate a current or former MCWDB member or MCWDB employee who was employed or compensated by the MCWDB or its administrative entity, fiscal agent, or grant recipient anytime during the previous 12 months.
- G. The MCWDB shall ensure that the MCWDB, its members, or MCWDB staff do not have any supervisory responsibility for the daily activities of its workforce service providers, workforce system partners or contractors. There must be a complete separation between governance functions and operating functions within an organization including different reporting structures.
- H. Notwithstanding the foregoing, MCWDB members, or the organizations to which they belong, may receive services as a customer of Maricopa County Workforce Development or any formal workforce system partner.

## **Section 2. Ethics**

- A. MCWDB shall comply with the Maricopa County Internal Policy on Professional Conduct (HR2421). MCWDB Members who violate this policy may be removed from MCWDB.

## **ARTICLE XI. CONFLICT RESOLUTION**

- A. Conflict which arises between MCWDB members will be resolved through the MCWDB Executive Committee. If the conflict involves members of the Executive Committee and/or if a resolution cannot be reached by the Executive Committee, then the resolution shall be reached pursuant to the process stated in Article XI, B.
- B. Except as may otherwise be provided for by law, or otherwise specifically agreed upon to by service delivery partners and/or consortium partners (Partners), any dispute not involving the question of law that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County's dispute process:
  - 1. Disputes must be Filed with the Program Administrator administering the Program, if one has been appointed, or if not, with BOS assigned staff.
  - 2. The Program Administrator or BOS assigned staff shall respond in writing to the dispute within fourteen (14) days.

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

3. The Partners may abide by the decision or may appeal the decision to the County Ombudsman within seven (7) days.
4. The decision of the County Ombudsman shall be final unless appealed timely pursuant to A.R.S. §12-904.

### **ARTICLE XII. AMENDMENTS**

#### **Section 1. Amendments**

- A. Amendments to the WDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:
  1. Be submitted to the Maricopa County Attorney for legal review;
  2. Approved by the WDB;
  3. Receive final approval by the BOS.
- B. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all WDB members, the BOS, County Attorney, and will be posted on the ARIZONA@WORK MARICOPA COUNTY website.

### **ARTICLE XIII. SEVERABILITY**

If any part of these bylaws is held to be null and/or void, the validity of the remaining portion of the bylaws shall not be affected.



## Changes to the Maricopa County IFA/MOU

- Proportionate Use/ Relative Benefit for Allocation of Costs
  - Selected different allocation bases to determine overall Partner Contributions:
    - Square Footage – Rent & Utilities/Maintenance
    - FTEs of co-located Partners – Equipment & Supplies
    - Direct Costs – Basic & Individualized Career Services
  - Purpose:
    - 1) To remedy the imbalance of non-physically represented Partners
    - 2) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop centers and relative benefit received
  - DOL finding that not all partners contributed is remedied through the use of the allocations
  
- IFA review and reconciliation
  - At minimum, reviewed on a semi-annual basis by the Partners as well as MCWDB staff and MC Fiscal Agent
  - Any required changes will be completed semi-annually, no later than July 1 & Dec 31
    - Includes the validation of budgeted costs, and a subsequent adjustment based upon actual data
  - If all actual costs are not reconciled prior to the new program year (July 1st), an additional reconciliation for the prior program year will occur no later than Dec 31<sup>st</sup>
  - First review and reconciliation to occur no later than Dec 31, 2020
    - Will reflect DES reduction of space/FTEs & associated costs & PPEP new WVCC space
  
- IFA costs
  - Based on current facility, supply, & service costs as well as co-located Partners license agreements
  - Direct Costs – based on what was provided by partners
  
- Made MOU language revisions as directed by DES
  - 8.3: 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
  - 13.3: When data is available to further determine the benefit of ARIZONA@WORK job centers to non-co-located partners, the infrastructure cost sharing agreement will be updated and renegotiated to include that proportionate share of contributions.
  - Removed Anti-Boycott Israel language
  
- Updated partner contact info on IFA & MOU







**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD  
AND  
WORKFORCE INNOVATION & OPPORTUNITY ACT PARTNERS**

Contract #:

MOU Start Date: July 1, 2020

MOU Termination Date: June 30, 2023

This Memorandum of Understanding (MOU) is entered into between the Maricopa County Board of Supervisors (“Board”); the Maricopa County Local Workforce Development Board (Local WDB), and its Workforce Innovation & Opportunity Act Partners (or “Partners” as defined herein and as are listed more specifically in Attachment A hereto)(collectively referred to as the “Parties,” and individually as “Party”).

**1.0. PURPOSE**

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the One Stop Centers in the Maricopa County Local Workforce Development Area (Local WDA). The Maricopa County Local WDB provides local oversight of workforce programming for the Maricopa County Local WDA. The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Maricopa County Local WDA create a seamless, customer-focused Maricopa County One Stop Center network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, Partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

**2.0. AUTHORITY**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance. Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost

Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

### 3.0. DEFINITIONS

- 3.1. **Additional One-Stop Partners** means other participant authorized by the WDB and Board which provide employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b–19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.
- 3.2. **ARIZONA@WORK** is the brand of the State and Local workforce development system.
- 3.3. **Chief Executive Official** means the Maricopa County Board of Supervisors, the chief elected executive officers of Maricopa County Workforce Development Area.
- 3.4. **Executive Council** means the Chair, Vice Chair, Second Vice Chair and Immediate Past Chair of the Local WDB.
- 3.5. **FERPA** means the Family Educational Rights and Privacy Act and regulations at 34 CFR 99.33 regarding the protection of educational data.
- 3.6. **Local WDB** means MCWDB, the entity accountable for oversight of the following: youth workforce development activities authorized under WIOA section 129(c); adult and dislocated worker employment and training activities under WIOA sections 134(c) and (d); employer engagement; and the One-Stop delivery system in Maricopa County.
- 3.7. **Local Workforce Development Area or Maricopa County Workforce Development Area** means the geographic area including Maricopa County, Arizona.
- 3.8. **One-Stop Delivery System** means the workforce development, educational, and other human resource services joined in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers.
- 3.9. **One Stop Centers** means the Job Centers located at:
- 3.9.1. 735 N. Gilbert Road, Gilbert, AZ 85234
- 3.9.2. 4425 W. Olive Ave., Suites 190 & 200, Glendale AZ 85302.
- 3.10. **Personally Identifiable Information or PII** means information that can be used to distinguish or trace an individual's identify, either alone or when combined with

other personal or identifying information that is linked or linkable to a specific individual

3.11. **Vocational Rehabilitation or VR** means the program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

3.12. **Required One-Stop Partners** includes, but is not limited to the following programs under the Department of Labor; the Department of Education; the Department of Housing and Urban Development and the Department of Health and Human Services:

3.12.1. Department of Labor

3.12.1.1. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs;

3.12.1.2. Job Corps;

3.12.1.3. Youth Build;

3.12.1.4. Native American programs;

3.12.1.5. Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);

3.12.1.6. Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;

3.12.1.7. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;

3.12.1.8. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;

3.12.1.9. Unemployment Compensation (UC) programs;

3.12.1.10. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;

3.12.1.11. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

3.12.1.12. The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

3.12.2. Department of Education

3.12.2.1. Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;

3.12.2.2. Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);

3.12.2.3. The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

- 3.12.3. Department of Housing and Urban Development
  - 3.12.3.1. Employment and training programs;
- 3.12.4. Department of Health and Human Services
  - 3.12.4.1. Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
  - 3.12.4.2. Temporary Assistance for Needy Families (TANF) program authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).
- 3.13. **Unemployment Insurance or “UI”** means the Federal-State unemployment compensation (UC) program, created by the Social Security Act (SSA) of 1935, offers the first economic line of defense against the effects of unemployment.
- 3.14. **Workforce Innovation & Opportunity Act Partners or Partners** means:
  - 3.14.1. Maricopa County Human Service Department an administrator of the Title I.B Programs in the Local WDB;
  - 3.14.2. Maricopa County Adult Education Providers who administer Title II Programs;
  - 3.14.3. Department of Economic Security which administers Title III Programs under the Wagner-Peyser Act and Vocational Rehabilitation programs under Title IV; and
  - 3.14.4. Such other required or additional entities, as may become Partners to this MOU, as service delivery is established in the Local Workforce Area and at the discretion of the Local Board.

#### 4.0. **TERM**

The term of this MOU is July 1, 2020 through June 30, 2023, unless terminated earlier as described herein. This MOU will become effective upon execution of the parties. This agreement will be reviewed and renewed not less than once every three-year period.

#### 5.0. **RECONCILIATION OF INFRASTRUCTURE FUNDING AGREEMENT**

- 5.1. The Partners shall review the MOU and Infrastructure Funding Agreement (IFA) semi-annually. Any agreed upon changes that require reconciliation will be provided to the MCWDB staff and the MC Fiscal Agent.
- 5.2. The MOU and the Infrastructure Funding Agreement (IFA) will be reviewed at minimum on a semi-annual basis by the MCWDB staff and the MC Fiscal Agent. The review will include the validation of budgeted costs, and a subsequent adjustment based upon actual data. If all actual costs are not reconciled prior to the new program year (July 1st), an additional reconciliation for the prior program year will occur no later than December 31st.
- 5.3. The first review and reconciliation will be completed no later than December 31, 2020.

## 6.0. AMENDMENT

The Parties may amend this MOU by written agreement. Any signatory of this document may submit a 120-days' notice of intent to amend, modify or terminate this MOU except as otherwise provided in paragraph 6.0. Such requests shall be submitted in writing to the MCWDB Executive Director and is subject to the review and approval of the Partners.

## 7.0. TERMINATION

- 7.1. This MOU may be terminated if:
  - 7.1.1. All parties mutually agree to terminate this MOU prior to the end date.
  - 7.1.2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
  - 7.1.3. WIOA is repealed or superseded by a subsequent federal law.
  - 7.1.4. Local area designation is changed under WIOA.
  - 7.1.5. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Local WDB specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- 7.2. In the event of termination for breach, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed

## 8.0. SHARED RESPONSIBILITIES

### **Partners shall:**

- 8.1. At a minimum, the Partners will make available, as applicable to their programs, and consistent with and coordinated via the One Stop Delivery System the services more specifically identified in Attachment B. Additional services may be provided on a case by case basis and with the approval of the Local WDB and the Chief Executive Officials.
- 8.2. Participate and meet semi-annually to ensure compliance with the terms of the MOU.
- 8.3. Ensure Universal Access to One Stop Centers: All customers, including those with barriers to employment, will have access to services at each One-Stop Center, designed to provide information to make career and labor market decisions. 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.

- 8.4. Comply with the One-Stop System Approach: All customers may explore work readiness preparation, foundational education, and career development services, while having access to information on a range of employment, training, and occupational programs. Services will be made available through the One-Stop Centers, WIOA Partner programs, or technology based services. Access to technology will be further developed.
- 8.5. Respect the Individual Choice of Customers and Clients seeking assistance: Customers will be provided with information and have access to career, skill, employment, education, and training information to enhance employment opportunities, based on individual needs, and build on the advice and coaching provided by One-Stop Center staff and Partners.
- 8.6. Work to Strengthen Regional Workplace Skills and Economic Development: The ARIZONA@WORK System, working in partnership with Economic Development entities, strengthens the regional area workplace skills and enhances the economic development of the area.
- 8.7. Operate Effectively: All Customers will have access to an efficient and comprehensive system that enhances the participation of employers and job seekers' served through the system, and does not duplicate services.
- 8.8. Comply with:
  - 8.8.1. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
  - 8.8.2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
  - 8.8.3. Section 504 of the Rehabilitation Act of 1973, as amended,
  - 8.8.4. The Americans with Disabilities Act of 1990 (Public Law 101-336),
  - 8.8.5. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
  - 8.8.6. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
  - 8.8.7. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
  - 8.8.8. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
  - 8.8.9. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
  - 8.8.10. all amendments to each, and
  - 8.8.11. all requirements imposed by the regulations issued pursuant to these acts.
- 8.9. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- 8.10. Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and

- 8.11. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this MOU.
- 8.12. The Local WDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:
  - 8.12.1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
  - 8.12.2. Those laws, regulations, and policies are enforced properly,
  - 8.12.3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
  - 8.12.4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
  - 8.12.5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
  - 8.12.6. All MOU terms and conditions are fulfilled.
- 8.13. All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

#### **9.0. RESPONSIBILITIES OF THE BOARD AS CHIEF OPERATING OFFICIALS**

- 9.1. In Partnership with the Local WDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- 9.2. Approve the Local WDB budget and workforce center cost allocation plan,
- 9.3. Approve the selection of the one-stop operator following the competitive procurement process, and
- 9.4. Coordinate with the Local WDB to oversee the operations of the Local WDA One Stop Centers.

#### **10.0. RESPONSIBILITIES OF THE LOCAL WDB**

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

- 10.1. In Partnership with the Chair, the Board and other applicable Partners within the Local WDA, develop and submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- 10.2. In Partnership with the CEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,



- 10.3. In collaboration and Partnership with the CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- 10.4. In cooperation with the Local CEO and the other Local WDBs within the regional area, design and approve the American Job Center network structure. This includes, but is not limited to:
  - 10.4.1. Adequate, sufficient, and accessible one-stop center locations and facilities,
  - 10.4.2. Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
  - 10.4.3. A holistic system of supporting services, and
  - 10.4.4. One or more competitively procured one-stop operators.
- 10.5. In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
  - 10.5.1. Determine the role and day-to-day duties of the one-stop operator,
  - 10.5.2. Approve annual budget allocations for operation of the American Job Center network,
  - 10.5.3. Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
  - 10.5.4. Leverage additional funding for the American Job Center network to operate and expand one-stop customer activities and resources, and
  - 10.5.5. Review and evaluate performance of the Local WDA and one-stop operator.

## **11.0. RESPONSIBILITIES OF THE LOCAL WDB STAFF**

### **Local WDB Staff shall:**

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

## **12.0. RESPONSIBILITIES OF PARTNERS**

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

- 12.1. Partners will further promote system integration to the maximum extent feasible through:
  - 12.1.1. Effective communication, information sharing, and collaboration with the one-stop operator,
  - 12.1.2. Joint planning, policy development, and system design processes,

- 12.1.3. Commitment to the joint mission, vision, goals, strategies, and performance measures,
- 12.2. The design and use of common intake, assessment, referral, and case management processes,
- 12.3. The use of common and/or linked data management systems and data sharing methods, as appropriate,
- 12.4. Leveraging of resources, including other public agency and non-profit organization services,
- 12.5. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- 12.6. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

### **13.0. OPERATING COSTS AND PROPORTIONATE USE AND RELATIVE BENEFIT FOR ALLOCATION OF COSTS**

- 13.1. Both the Infrastructure and Shared Services Costs for Career Services are funded through the partners according to Attachment D of the IFA.
- 13.2. The Maricopa County Local Workforce Development Area selected four different allocation bases (as outlined in Attachment D of the IFA) to determine overall Partner Contributions. This was done 1) to remedy the imbalance of non-physically represented Partners, and 2) to comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop centers and relative benefit received.
- 13.3. When data is available to further determine the benefit of ARIZONA@WORK job centers to non-co-located partners, the infrastructure cost sharing agreement will be updated and renegotiated to include that proportionate share of contributions.

### **14.0. DATA SHARING**

- 14.1. Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.
- 14.2. Partners further agree that the collection, use, and disclosure of Customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
- 14.3. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:
  - 14.3.1. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
  - 14.3.2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.

- 14.3.3. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- 14.3.4. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- 14.3.5. Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- 14.3.6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 14.3.7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
- 14.4. All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## **15.0. CONFIDENTIALITY**

- 15.1. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.
- 15.2. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
- 15.3. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.
- 15.4. To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

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

## **16.0. REFERRALS**

- 16.1. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:
- 16.2. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Local WDA One Stop Center network,
- 16.3. Develop materials summarizing their program requirements and making them available for Partners and customers,
- 16.4. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- 16.5. Provide substantive referrals – in accordance with the Local WDA Referral Policy to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- 16.6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- 16.7. Commit to robust and ongoing communication required for an effective referral process, and
- 16.8. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## **17.0. ACCESSIBILITY**

- 17.1. Accessibility to the services provided by the One Stop Centers and all Partner agencies is essential to meeting the requirements and goals of the Once Stop Center. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.
  - 17.1.1. One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

- 17.1.2. The Local WDB will work with the Arizona State Workforce Development Board (State WDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.
- 17.1.3. Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the Local WDB to post content through its website.
- 17.1.4. Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.
- 17.1.5. All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all One Stop Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the One Stop Center network.

## **18.0. OUTREACH**

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

- 18.1. Specific steps to be taken by each partner,
- 18.2. An outreach plan to the region's human resources professionals,

- 18.3. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- 18.4. An outreach and recruitment plan for out-of-school youth,
- 18.5. Sector strategies and career pathways,
- 18.6. Connections to registered apprenticeship,
- 18.7. A plan for messaging to internal audiences,
- 18.8. An outreach tool kit for Partners,
- 18.9. Regular use of social media,
- 18.10. Clear objectives and expected outcomes, and
- 18.11. Leveraging of any statewide outreach materials relevant to the region.

## **19.0. DISSOLUTION RESOLUTION**

- 19.1. It is expected that Partners will participate in decision-making by consensus. Partners will first meet to seek resolution, if consensus cannot be reached. If the matter cannot be resolved, the parties to the issue shall summarize the issue in writing and submit it to the MCWDB Executive Committee for mediation. All impacted MCWDB Executive Committee members must recuse themselves if they are a party to the conflict. If recusals result in lack of quorum for the MCWDB Executive Committee, the remaining members of the MCWDB Executive Committee will select a standing MCWDB member to meet quorum and fulfill the role for purposes of mediation. All decisions will be made within a period of 10 business days, and provided to the conflicted parties in writing. Where resolution cannot be reach, the MCWDB will seek technical assistance from the AZ Department of Economic Security.

## **20.0. NON DISCRIMINATION AND EQUAL OPPORTUNITY**

- 20.1. All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.
- 20.2. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## 21.0. INDEMNIFICATION

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

## 22.0. INSURANCE

**20.1** The Party shall procure and maintain the insurance requirements herein until all of their obligations have been discharged and any warranty periods under this MOU are satisfied, including insurance for claims for bodily injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Party, its agents, representatives, employees.

**20.2** The insurance requirements herein are minimum requirements for this MOU and in no way limit the indemnity covenants contained in this MOU. The County and State of Arizona in no way warrant that the minimum limits contained herein are sufficient to protect the MOU or from liabilities that might arise out of the performance of the work under this MOU by the Party, his agents, representatives, employees or subcontractors, and the Party and any subcontractors are free to purchase additional insurance.

**20.3** **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The Party shall provide coverage with limits of liability not less than those stated below.

**20.3.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury liability and broad form contractual liability.

General Aggregate	\$2,000,000
Blanket Contractual Liability – Written	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000
Sexual Abuse/Molestation	\$1,000,000

The policy shall be endorsed to include coverage for sexual abuse and molestation.

**20.3.2** The policy shall be endorsed to include the following as additional insured: *“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Party”*.

**20.3.3** Policy shall contain a waiver of subrogation against Maricopa County, the State of Arizona and their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Party.

**20.3.4** This requirement may be satisfied with a policy combining General and Excess/Umbrella Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

**20.3.5 Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this MOU.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following as additional insured: *“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Party, involving automobiles owned, leased, hired or borrowed by the Party”*.

Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Party.

This paragraph, Business Automobile Liability, shall not be applicable in the event Party does not utilize a vehicle in any manner in the performance of this MOU or if the utilization is used only for commuting purposes. In the event the Party subsequently utilizes the vehicle in the performance of the MOU or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

**20.3.6 Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000



Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Party.

**20.3.7 Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
Sexual Abuse/Molestation	\$1,000,000

**20.3.8** In the event that the professional liability insurance required by this MOU is written on a claims-made basis, the Party warrants that any retroactive date under the policy shall precede the effective date of this MOU; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this MOU is completed.

**20.3.9** The policy shall cover wrongful acts, errors and omissions committed by the Party or its employees while performing professional services under this MOU.

**20.3.10 ADDITIONAL INSURANCE REQUIREMENTS:** The policies, except Worker's Compensation and Professional Liability insurance, are to contain, or be endorsed to contain, the following provisions:

20.3.10.1 Maricopa County, the State of Arizona, and their respective departments, agencies, boards, commissions, and their respective officers, officials, agents, and employees and the Party if subcontractor(s) is/are used shall be additional insureds to the full limits of liability purchased by the Party or any subcontractor(s), even if those limits of liability are in excess of those required by the MOU.

20.3.10.2 The Party's and its subcontractors' insurance coverage shall be primary insurance with respect to all other available sources.

20.3.10.3 The Party's and its subcontractors' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the subcontractors shall not limit their liability assumed under the indemnification provisions of their contracts with the Party.

**20.3.11 NOTICE OF CANCELLATION:** With the exception of (10) days prior written notice of cancellation for non-payment of premium,, the insurance policies required above, except for the professional liability policy, shall contain a provision that (30) days prior written notice of cancellation or non-renewal shall be sent by insurers to Maricopa County. Such notice shall be sent directly to the certificate holder on file.

**20.3.12 ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Party from potential insurer insolvency.

20.3.12.1 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best’s rating requirement listed in this MOU. If the Party or its Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the MOU or Party’s Subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

20.3.12.2 Party or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

**20.3.13 VERIFICATION OF COVERAGE:** Party shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this MOU. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

20.3.13.1 All certificates and required endorsements are to be received and approved by Maricopa County before work commences. Each insurance policy required by this MOU must be in effect at or prior to commencement of work under this MOU and remain in effect for the duration of the MOU’s term. Failure to maintain the insurance policies as required by this MOU, or to provide evidence of renewal, is a material breach of contract.

20.3.13.2 All certificates required by this MOU shall be sent directly to Office of Procurement Services and MCWDB (Attn: Executive Director), 234 N. Central Avenue, Ste. 3000, Phoenix, AZ 85004. The County’s Contract number is to be noted on the certificate of insurance. The County reserves the right to require complete, copies of any affected insurance policies required by this MOU in the event of a claim occurring.

**20.3.14 APPROVAL:** Any modification or variation of these Insurance Requirements under this MOU must have prior approval from the Office of Procurement Services, whose decision shall be final.

**20.3.15 EXCEPTIONS:** The Insurance Requirements do not apply to Parties which are public entities. A public entity for the purposes of this MOU means the State or a

political subdivision of the State which is self-insured via a risk pool. Public entities shall provide a certificate of self-insurance at the request of the County.

### **23.0. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY:**

- 23.1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this MOU.
- 23.2. The Party shall conduct Central Registry Background Checks on all employees. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles, children or vulnerable adults as follows:
- 23.3. Any person, their employees or volunteers who apply for a MOU with MCHSD; or
- 23.3.1. All employees of the Party; or
- 23.3.2. A subcontractor of the Party and the subcontractor's employees; and
- 23.3.3. Prospective employees of the Party or its subcontractor at the request of the prospective employer.
- 23.3.4. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 23.3.5. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 23.3.6. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults under this MOU, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 23.3.7. A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 23.3.7.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 23.3.7.2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at: <https://des.az.gov/documents-center?qt-content-tab=0> in search by name field enter "Background" and select DDD-1703A
- 23.3.8. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services under this MOU.

23.3.9. The Party shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the MOU.

23.3.10. Upon request the Party shall make available and provide valid Background Check information to the County.

#### **24.0. FINGERPRINTING**

24.1. The Party shall comply with the Provisions of A.R.S. § 46-141 as may be amended.

24.2. The Party shall comply with, and shall ensure that all Party's employees, independent contractor, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to MOU performance.

24.3. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this MOU. The Party is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to MOU performance.

24.4. To the extent A.R.S. §§ 46-141 is applicable to MOU performance or the services provided under this MOU, the following provisions apply:

24.4.1. Personnel who are employed by the Party, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.

24.4.2. Except as provided in A.R.S. § 46-141, this MOU may be cancelled or terminated immediately if a person employed by the Party and who has contact with juveniles certifies pursuant to the provisions of A.R.S § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

24.4.3. Upon request the Party shall make available valid Fingerprinting information to the County.

**25.0. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

25.1. By entering into the MOU, the Party warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the MOU. The Party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the MOU and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

25.1.1. The County retains the legal right to inspect the Party and subcontractor employee documents performing work under this MOU to verify compliance with paragraph 23.1.1 of this Section. The Party and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Party or any of its subcontractors are not in compliance, the County will consider this a material breach of the MOU and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the MOU for default, and suspension and/or debarment of the Party. All costs necessary to verify compliance are the responsibility of the Party.

**26.0. SEVERABILITY**

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

**27.0. DRUG AND ALCOHOL-FREE WORKPLACE**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

**28.0. DEBARMENT AND SUSPENSION**

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

**29.0. CERTIFICATION REGARDING LOBBYING**

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

**30.0. PRIORITY OF SERVICE**

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

**31.0. BUY AMERICAN PROVISION**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

**32.0. SALARY COMPENSATION AND BONUS LIMITATIONS**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

**33.0. NON ASSIGNMENT**

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

**34.0. GOVERNING LAW**

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

**35.0. ENTIRE MOU, MODIFICATION, ASSIGNMENT AND COUNTERPARTS.**

This MOU constitutes the entire understanding between the Parties and supersedes all prior written or oral proposals or MOUs pertaining to the subject matter herein. No modification of this MOU will be effective unless made in writing and executed by duly authorized representatives of each Party. This MOU may be executed in multiple counterparts, each of which shall be deemed as original, but all of which, when taken together, shall constitute one and the same instrument.

**36.0. NOTICES**

All notices to a Party (each a “Notice”) will be in writing, will refer specifically to this MOU and will be hand delivered or sent by express courier service, costs prepaid to the respective address specified below (or to such other address as may be specified by Notice to the other Party):

If to the Local WDB to:           Executive Director  
   Maricopa County Workforce Development Board  
   At the Address listed in IFA Attachment A

If to the Board to:                 Maricopa County Board of Supervisors  
   At the Address listed in IFA Attachment A

If to a Partner to:                 The name and address listed on the Attachment A.

Such Notice will be deemed to be duly provided when received if sent by courier service or when delivered if transmitted by hand delivery.

**37.0. SURVIVAL.**

The provisions of this MOU, which by their very nature would continue beyond termination, or expiration of this MOU, will continue as valid and enforceable rights and obligations of the Parties and survive termination or expiration of this MOU.

*(Remainder of page intentionally left blank, signatures to follow on the next page)*

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature also certifies my understating of the terms outlined herein and agreement with this MOU and I certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

**CEO: Maricopa County Board of Supervisors**

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---

**Printed Name**

**Title**

---

**Clint Hickman, Chief Lead Elected Official  
Maricopa County Board of Supervisors**

**Date**

**Attested to:**

**Approved as to Form:**

---

**Fran McCarroll**

**Date**

---

**Deputy County Attorney**

**Date**



By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature also certifies my understating of the terms outlined herein and agreement with this MOU and I certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

**Maricopa County Workforce Development Board**

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---

**Printed Name**

**Title**

---

**Chair of Maricopa County Workforce  
Development Board Signature**

**Date**

---

**Agency Name**

---

**Agency Contact Information**

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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**Partner Name:** WIOA Title II, Adult Education Services

Sheryl Hart	State Director of Adult Education
<b>Printed Name</b> Sheryl Hart	<b>Title</b>
<small>Digitally signed by Sheryl Hart Date: 2020.10.02 07:54:34 -0700'</small>	
<b>Signature</b>	<b>Date</b>
Arizona Department of Education	
<b>Agency Name</b>	
AdultEdServices@azed.gov	
<b>Agency Contact Information</b>	

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature also certifies my understating of the terms outlined herein and agreement with this MOU and I certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

**Partner Name:** WIOA Title II, Adult Education Services

Steven Paulson	ADE Chief Procurement Officer
<b>Printed Name</b>	<b>Title</b>
Steven Paulson <small>Digitally signed by Steven Paulson Date: 2020.10.02 09:36:21 -07'00'</small>	10/02/2020
<b>Signature</b>	<b>Date</b>
Arizona Department of Education	
<b>Agency Name</b>	
AdultEdServices@azed.gov	
<b>Agency Contact Information</b>	

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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**Partner Name: Title III, TAA, JVSG**

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**Printed Name: CHEVERA TRILLO**

**Title: Administrator**

**Signature: *Chevera Trillo***

**Date : 10.20.2020**

**Agency Name : DES/DERS/Workforce Administration**

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**Agency Contact Information: ctrillo@azdes.gov**

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By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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**Partner Name:** Title IV - Vocational Rehabilitation

---

Kristen Mackey	Administrator
<b>Printed Name</b>	<b>Title</b>
<i>Kristen Mackey</i>	10/20/2020
<b>Signature</b>	<b>Date</b>

Department of Economic Security/Rehabilitation Services Administration

---

**Agency Name**

Kristen Mackey, kmackey@azdes.gov, 480-665-6736

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**Agency Contact Information**

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature also certifies my understating of the terms outlined herein and agreement with this MOU and I certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

**Partner Name:** Arizona Department of Education/Career and Technical Education

---

Cathie Raymond

Deputy Associate Superintendent

**Printed Name**

**Title**

*Cathie Raymond*

September 29, 2020

**Signature**

**Date**

Arizona Department of Education

**Agency Name**

Cathie.raymond@azed.gov

**Agency Contact Information**

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature also certifies my understating of the terms outlined herein and agreement with this MOU and I certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

**Partner Name:** National Farmworker Jobs Program

Arzi Hogan Deputy CEO  
**Printed Name** **Title**

Arzi Hogan 9/25/20  
**Signature** **Date**

PPEP, Inc.  
**Agency Name**

520-770-2500 khogane@ppep.org  
**Agency Contact Information**

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature also certifies my understating of the terms outlined herein and agreement with this MOU and I certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

**Partner Name:** AARP Foundation

Demetri Antzoulatos

VP, Finance, Grants, Operations

**Printed Name**

DocuSigned by:  
Demetri Antzoulatos

**Title**

10/14/2020

**Signature**

**Date**

AARP Foundation

**Agency Name**

dgantzoulatos@aarp.org

**Agency Contact Information**



**Infrastructure Funding Agreement (IFA):**

**Local Workforce Development Area** Maricopa County

**Date Submitted** October 2020

- 1. The period of time this agreement is effective**

July 1, 2020 – June 30, 2023

- 2. Identification of all ARIZONA@WORK Job Center partners, Chief Executive Official(s), and the Local Workforce Development Board (LWDB) participating in the IFA:**

See Attachment A

- 3. Steps the LWDB, Chief Elected Official (CEO), and ARIZONA@WORK Job Center partners took to reach consensus and/or an assurance that the Local Workforce Development Area followed guidance for the state infrastructure funding mechanism**

MCWDB staff conducted a partner meeting in May 2020. Partners will review all documents prior to signing.

The IFA will be reviewed and voted upon by the Maricopa County Workforce Development Board (MCWDB) and the Maricopa County Board of Supervisors (CEO) when the agreement is finalized.

**4. The process ARIZONA@WORK Job Center partners will use to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached**

It is expected that all partners will participate in the decision-making process. Partners will first meet to seek resolution, if consensus cannot be reached. If the matter cannot be resolved, the parties to the issue shall summarize the issue in writing and submit it to the MCWDB Executive Committee for mediation. All impacted MCWDB Executive Committee members must recuse themselves if they are a party to the conflict. If recusals result in lack of quorum for the MCWDB Executive Committee, the remaining members of the MCWDB Executive Committee will select a standing MCWDB member to meet quorum and fulfill the role for purposes of mediation. All decisions will be made within a period of 10 business days, and provided to the conflicted parties in writing. Where resolution cannot be reached, the MCWDB will seek technical assistance from the AZ Department of Economic Security.

**5. A description of the periodic modification and review process (including the reconciliation) to ensure equitable benefit among ARIZONA@WORK Job Center partners**

The IFA will be reviewed at minimum a semi-annual basis by the Partners as well as the MCWDB staff and the MC Fiscal Agent. . The review will include the validation of budgeted costs, and a subsequent adjustment based upon actual data. If all actual costs are not reconciled prior to the new program year (July 1st), an additional reconciliation for the prior program year will occur no later than December 31st.

The first review and reconciliation will be completed no later than December 31, 2020.

Any necessary amendments to the IFA will be in writing and approved by the partners impacted, voted and approved upon by the MCWDB, and finally approved by the CEO.

**6. Proportionate Use / Relative Benefit for Allocation of Costs**

The Maricopa County Local Workforce Development Area selected three different allocation bases (as outlined in Attachment D) to determine overall Partner Contributions. This was done 1) to remedy the imbalance of non-physically represented Partners, and 2) to comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop centers and relative benefit received.

*ARIZONA@WORK Infrastructure Funding Agreement*

When data is available to further determine the benefit of ARIZONA@WORK job centers to non-co-located partners, the infrastructure cost sharing agreement will be updated and renegotiated to include that proportionate share of contributions.

For Partners not physically located at the center, there are manual referral systems established to ensure clients have access to information on Partner services.

**IFA Attachments**

**A. ARIZONA@WORK Job Center Partners, Chief Executive Official(s), and the LWDB Participating in the IFA**

Included within this document.

**B. ARIZONA@WORK Locations & Partners**

Included within this document.

**C. ARIZONA@WORK Operating Budget: Infrastructure Costs & Additional Costs (Applicable Career Services)**

Included within this document.

**D. ARIZONA@WORK Operating Budget: Total Allocation Bases per Cost Item, Total Cost by Allocation Base, Cost Per Partner, and Detailed Cost Allocation per Base**

Attachment D is separate from this document.

**E. Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs**

Will obtain after the draft is finalized and approved.

**F. Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs When Sufficient Data is Available to Determine Relative Benefit and Proportionate Share**

Will obtain after the draft is finalized and approved.

**Attachment A:**

**Identification of all ARIZONA@WORK Job Center Partners, Chief Elected Official(s), and the Local Workforce Development Board (LWDB) participating in the IFA**

**Local Workforce Development Board:**

Maricopa County Workforce Development Board (MCWDB)  
701. W Jefferson St. Ste 104  
Phoenix, AZ 85007

MCWDB Executive Director  
701. W Jefferson St. Ste 104  
Phoenix, AZ 85007

**Chief Elected Official(s):**

Jack Sellers  
Supervisor, District 1  
Maricopa County Board of Supervisors  
301 W. Jefferson, 10th Fl.  
Phoenix, AZ 85003  
602- 506-1776  
[sellersj@mail.maricopa.gov](mailto:sellersj@mail.maricopa.gov)

Steve Chucris  
Supervisor, District 2  
Maricopa County Board of Supervisors  
301 W. Jefferson, 10th Fl.  
Phoenix, AZ 85003  
602-506-7431  
[chucris@mail.maricopa.gov](mailto:chucris@mail.maricopa.gov)

Bill Gates  
Supervisor, District 3  
Maricopa County Board of Supervisors  
301 W. Jefferson, 10th Fl.  
Phoenix, AZ 85003  
602-506-7562  
[district3@mail.maricopa.gov](mailto:district3@mail.maricopa.gov)

Clint Hickman, Chairman  
Supervisor, District 4  
Maricopa County Board of Supervisors  
301 W. Jefferson, 10th Fl.  
Phoenix, AZ 85003  
602-506-7642  
[chickman@mail.maricopa.gov](mailto:chickman@mail.maricopa.gov)

Steve Gallardo  
Supervisor, District 5  
Maricopa County Board of Supervisors  
301 W. Jefferson, 10th Fl.  
Phoenix, AZ 85003  
602-506-7092  
[district5@mail.maricopa.gov](mailto:district5@mail.maricopa.gov)

*ARIZONA@WORK Infrastructure Funding Agreement*

<b>Required WIOA and ARIZONA@WORK Job Center Partner</b>	<b>ARIZONA@WORK Job Center Partner Serves Local Area?</b>	<b>Point of Contact Information</b> <i>Name, Title, Address, Telephone, Email</i>
Adult, Dislocated Worker (DW), and Youth Programs under Title I-B of WIOA	X	Thomas Colombo, Assistant Director Workforce Development Division Maricopa County Human Services Department 234 N. Central Ave. Phoenix, AZ 85004 602-372-2733 <a href="mailto:Tom.colombo@maricopa.gov">Tom.colombo@maricopa.gov</a>
Job Corps under Title I of WIOA	X	Lori Trujillo, Administrator 518 S. 3rd Street Phoenix, AZ 85004 602-330-1654 <a href="mailto:Trujillo.Loriann@jobcorps.org">Trujillo.Loriann@jobcorps.org</a>
YouthBuild under Title I of WIOA	No services being provided	
Indian and Native American Programs (INAP) under WIOA Title I	X	Ron Trusley 4206 S 62nd Ln Phoenix, AZ 85043 602-510-9671 <a href="mailto:rtrusley@cox.net">rtrusley@cox.net</a>
Migrant and Seasonal Farmworker Programs (MSFW) under Title I of WIOA	X	Kari Hogan, Administrator PPEP, Inc. 811 E Riley Dr #1 Avondale, AZ 85323 520-770-2500 <a href="mailto:khogan@ppep.org">khogan@ppep.org</a>

ARIZONA@WORK Infrastructure Funding Agreement

<p>Adult Education and Family Literacy Act programs under Title II of WIOA</p>	<p>X</p>	<p>Sheryl Hart, Deputy Superintendent                  Arizona Department of Education                  1535 W Jefferson Street, Bin 26                  Phoenix, AZ 85007                  Phone (602) 258-2410                  Fax (602) 542-0031  <a href="mailto:Sheryl.Hart@azed.gov">Sheryl.Hart@azed.gov</a></p>
<p>Wagner-Peyser under Title III of WIOA</p>	<p>X</p>	<p>Chevera Trillo, Administrator                  Arizona Department of Economic Security                  1789 West Jefferson, Mail Drop 5111                  Phoenix, Arizona 85007                  602-542-4910 P/480-487-7806 C  <a href="mailto:CTrillo@azdes.gov">CTrillo@azdes.gov</a></p>
<p>State Unemployment Insurance (UI)</p>	<p>X</p>	<p>Sandra Canez, Administrator                  Arizona Department of Economic Security                  1789 West Jefferson, Mail Drop 5111                  Phoenix, Arizona 85007  <a href="mailto:sandracanez@azdes.gov">sandracanez@azdes.gov</a></p>
<p>Trade Adjustment Assistance (TAA) under Title II of Trade Act</p>	<p>X</p>	<p>Chevera Trillo, Administrator                  Arizona Department of Economic Security                  1789 West Jefferson, Mail Drop 5111                  Phoenix, Arizona 85007                  602-542-4910 P/480-487-7806 C  <a href="mailto:CTrillo@azdes.gov">CTrillo@azdes.gov</a></p>

ARIZONA@WORK Infrastructure Funding Agreement

Jobs for Veterans State Grants (Vets) under Title 38, U.S.C.	X	Chevera Trillo, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 602-542-4910 P/480-487-7806 C <a href="mailto:CTrillo@azdes.gov">CTrillo@azdes.gov</a>
Vocational Rehabilitation under Title IV of WIOA	X	Kristen Mackey, Administrator Arizona Department of Economic Security Rehabilitation Services Administration 1789 West Jefferson Phoenix, Arizona 85007 (480) 665-6736 <a href="mailto:kmackey@azdes.gov">kmackey@azdes.gov</a>
Senior Community Service Employment Programs (SCSEP) under Title V of Older Americans Act--State of Arizona	X	Krystal Dillon, Administrator Arizona Department of Economic Security 1789 West Jefferson Phoenix, Arizona 85007 <a href="mailto:KDillon@azdes.gov">KDillon@azdes.gov</a>
Senior Community Service Employment Programs (SCSEP)—National Grantees under Title V of Older Americans Act	X	Easter Seals (Grantee) AARP Foundation (Sub-grantee) Elexia Torres (local contact) 4520 N. Central Avenue, Suite 575 Phoenix, Arizona 85012 <a href="mailto:ETorres@aarp.org">ETorres@aarp.org</a> (602) 619-7283 Theresa Salazar, Administrator National Indian Council of Aging 10501 Montgomery Blvd, NE, Suite 210 Albuquerque, New Mexico 87111 505-292-2001 Extension 16



*ARIZONA@WORK Infrastructure Funding Agreement*

Career and Technical Education programs at the postsecondary level (CTE) under Perkins Career and Technical Education Act	X	Cathie Raymond, Deputy Superintendent Arizona Department of Education 1535 W Jefferson Street Phoenix, AZ 85007 602-364-2211 <a href="mailto:Cathie.Raymond@azed.gov">Cathie.Raymond@azed.gov</a>
Housing and Urban Development--- Employment and Training Programs	No services being provided	
Community Services Block Grants (CSBG)— Employment and Training Activities	X	Bruce Liggett, Director Maricopa County Human Services 234 N Central Avenue, 3 <sup>rd</sup> Floor Phoenix, AZ 85004 602-506-0066 <a href="mailto:Bruce.Liggett@Maricopa.gov">Bruce.Liggett@Maricopa.gov</a>
Re-entry Employment Opportunities (REO) under Second Chance Act	No services being provided	
<b><i>Additional ARIZONA@WORK Job Center Partners Approved by the LWDB and CEO(s)---If Any</i></b>		
<i>Temporary Assistance for Needy Families (TANF) employment &amp; training under part A of Title IV of Social Security Act*</i>	No services being provided	
Head Start	X	Bruce Liggett, Director Maricopa County Human Services 234 N Central Avenue, 3 <sup>rd</sup> Floor Phoenix, AZ 85004 602-506-0066 <a href="mailto:Bruce.Liggett@Maricopa.gov">Bruce.Liggett@Maricopa.gov</a>

*\* Workforce Arizona Council, 03-2016: "The Governor notified the Secretaries of the U.S. Departments of Labor and Health and Human Services in writing that TANF will not be a required partner in Arizona, or within some specific local areas in the State. Local TANF programs may still opt to be a one-stop partner, or to work in collaboration with the ARIZONA@WORK Job Center."*

**Attachment B: ARIZONA@WORK Job Center Locations**

**Local Workforce Development Area: Maricopa County**

<b>ARIZONA@WORK Job Center Locations</b> <i>(Name, Address, Contact Name, Phone Number)</i>	<b>ARIZONA@WORK <u>Affiliate</u> Site Locations</b> <i>(Name, Address, Contact Name, Phone Number)</i>
<p><b>ARIZONA@WORK Job Center Location #1:</b></p> <p>Maricopa County – East Valley Career Center (EVCC )                      735 North Gilbert Road Suite 134                      Gilbert, AZ 858234                      Contact: Tom Colombo                      Desk: 602-372-2733                      Cell: 602-369-8055</p>	
<p><b>ARIZONA@WORK Job Center Location #2:</b></p> <p>Maricopa County – West Valley Career Center (WVCC)                      4425 W Olive Ave                      Glendale, AZ 85302                      Contact: Tom Colombo                      Desk: 602-372-2733                      Cell: 602-369-8055</p>	

**Attachment B: ARIZONA@WORK Job Center Partners Co-located in Each ARIZONA@WORK Job Center Location**

Local Workforce Development Area: Maricopa County

ARIZONA@WORK Job Ctr Partner	ARIZONA@WORK Job Ctr #1 EVCC	ARIZONA@WORK Job Ctr #2 WVCC
Adult/DW	X	X
Youth	X	X
Job Corps		
Native Amer		
MSFW		
Adult Ed		
Wagner-Peyser	X	X
Trade		X
Veterans	X	X
SCSEP--State		
SCSEP-National		
Career/Tech Ed		
HUD E&T		
CSBG E&T		
Second Chance		
YouthBuild		

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Voc Rehabilitation	X	X
Other Partner – Head Start		X

**Attachment C: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site**

**ARIZONA@WORK Job Center: East Valley Career Center (EVCC)  
735 North Gilbert Rd., Gilbert, AZ 85234**

<i>Cost Category/Line Item</i>	<i>Line Item Cost Detail</i>	<i>Cost</i>
<b>Rent</b>		
Rental of Facilities	East Valley location (23,500 sq. ft.) Based on lease agreement	\$309,965
<b>Subtotal: Rental Costs</b>		<b>\$309,965</b>
<b>Utilities and Maintenance</b>		
Electric	Based on average monthly costs	\$35,400
Gas	Based on average monthly costs	\$372
Water	Based on average monthly costs	\$840
Facility Maintenance Contract	Based on lease agreement	\$44,440
Security Contract	Based on average monthly costs	\$48,000
<b>Subtotal: Utilities and Maintenance Costs</b>		<b>\$129,052</b>
<b>Equipment</b>		
Copiers	6 copiers – Based on average annual costs	\$30,000
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	28 computers in public computer lab	\$33,600
<i>Specify Other Tangible Equipment</i>		

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<b>Subtotal: Equipment Costs</b>		<b>\$66,600</b>
<b>Technology to Facilitate Access to the ARIZONA@WORK Job Center</b>		
Technology used for the center's planning and outreach activities  <i>Specify the Technology</i>	Email Software for sending email distribution lists	\$480
<b>Subtotal: Technology to Facilitate Access Costs</b>		<b>\$480</b>
<b>Supplies to Support the General Operation of the ARIZONA@WORK Job Center (Local Option, If Agreed By All Co-located ARIZONA@WORK Job Center Partners)</b>		
Copier/Printer Supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the ARIZONA@WORK Job Center  <i>Specify Supplies to Support General Operation and Not Specific to a Co-located Partner (e.g., Printing; Postage, Office Supplies)</i>	Based on average annual cost	\$10,000
<b>Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center</b>		<b>\$10,000</b>
<b>SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY CO-LOCATED ARIZONA@WORK Job Center PARTNERS</b>		
<b>Cost Category</b>	<b>Total Cost</b>	
<b>Subtotal: Rental Costs</b>	\$309,965	
<b>Subtotal: Utilities and Maintenance Costs</b>	\$129,052	
<b>Subtotal: Equipment Costs</b>	\$66,600	
<b>Subtotal: Technology to Facilitate Access Costs</b>	\$480	
<b>Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center</b>	\$10,000	
<b>TOTAL INFRASTRUCTURE COSTS FOR THIS LOCATION</b>	<b>\$513,097</b>	

**Attachment C: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site**

**ARIZONA@WORK Job Center: West Valley Career Center  
4425 W. Olive Ave., Suites 190 & 200, Glendale AZ 85302**

<i>Cost Category/Line Item</i>	<i>Line Item Cost Detail</i>	<i>Cost</i>
<b>Rent</b>		
Rental of Facilities	West Valley location (26,290 sq. ft.)	\$17.50/sq. ft - 7/1/2020 to 6/30/2021 \$460,075/Yr.
<b>Subtotal: Rental Costs</b>		<b>\$460,075</b>
<b>Utilities and Maintenance</b>		
Security Contract	Based on average annual costs	\$52,800
<b>Subtotal: Utilities and Maintenance Costs</b>		<b>\$52,800</b>
<b>Equipment</b>		
Copiers	6 copiers	\$30,000
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	40 computer in public computer lab	\$48,000
<i>Specify Other Tangible Equipment</i>		
<b>Subtotal: Equipment Costs</b>		<b>\$78,000</b>
<b>Technology to Facilitate Access to the ARIZONA@WORK Job Center</b>		
Technology used for the center's planning and outreach activities	Email Software for sending email distribution lists	\$480

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<b><i>Subtotal: Technology to Facilitate Access Costs</i></b>		<b>\$480</b>
<b>Supplies to Support the General Operation of the ARIZONA@WORK Job Center (Local Option, If Agreed By All Co-located ARIZONA@WORK Job Center Partners)</b>		
Copier/Printer Supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the ARIZONA@WORK Job Center  <i>Specify Supplies to Support General Operation and Not Specific to a Co-located Partner (e.g., Printing; Postage, Office Supplies)</i>	Based on average annual cost	\$10,000
<b><i>Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center</i></b>		<b>\$10,000</b>
<b>SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY CO-LOCATED ARIZONA@WORK Job Center PARTNERS</b>		
<b><i>Cost Category</i></b>		<b><i>Total Cost</i></b>
<b><i>Subtotal: Rental Costs</i></b>		\$460,075
<b><i>Subtotal: Utilities and Maintenance Costs</i></b>		\$52,800
<b><i>Subtotal: Equipment Costs</i></b>		\$78,000
<b><i>Subtotal: Technology to Facilitate Access Costs</i></b>		\$480
<b><i>Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center</i></b>		\$10,000
<b>TOTAL INFRASTRUCTURE COSTS FOR THIS LOCATION</b>		<b>\$601,335</b>



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<b>Attachment C: Career Services Applicable to Each ARIZONA@WORK System Partner</b>							
<b>Basic Career Services</b>	<b>T-I Adult</b>	<b>T-I DW</b>	<b>T-I Youth</b>	<b>T-II AEL</b>	<b>T-III WP</b>	<b>T-IV VR</b>	<b>TANF</b>
T-I Program Eligibility	X	X	X		X		
Outreach, Intake, Orient	X	X	X	X	X	X	
Initial Assessment	X	X	X	X	X	X	
Labor Exch/Job Search	X	X	X		X	X	
Referrals to Partners	X	X	X	X	X	X	
LMI	X	X	X		X	X	
Performance/Cost Info	X	X	X		X		
Support Service Info	X	X	X		X	X	
UI Info/Assistance	X	X	X		X		
Financial Aid Info	X	X	X	X	X	X	
<b>Basic Career Services</b>	<b>Tech Ed</b>	<b>SCSEP</b>	<b>Job Corps</b>	<b>Native Am</b>	<b>MSF</b>	<b>YouthBuild</b>	<b>TAA</b>
T-I Program Eligibility					✓		
Outreach, Intake, Orient		✓			✓		✓
Initial Assessment		✓			✓		✓
Labor Exch/Job Search		✓			✓		✓
Referrals to Partners		✓			✓		✓
LMI		✓			✓		✓
Performance/Cost Info		✓					
Support Service Info		✓			✓		✓
UI Info/Assistance		✓			✓		✓
Financial Aid Info					✓		✓

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<b>Basic Career Services</b>	<b>Comm Act</b>	<b>Housing</b>	<b>UI</b>	<b>Native Am</b>	<b>Other Part Veteran</b>	<b>Other Part</b>	<b>Other Part</b>
T-I Program Eligibility							
Outreach, Intake, Orient					✓		
Initial Assessment					✓		
Labor Exch/Job Search					✓		
Referrals to Partners					✓		
LMI					✓		
Performance/Cost Info							
Support Service Info					✓		
UI Info/Assistance			✓				
Financial Aid Info							

<b>Individ Career Services</b>	<b>T-I Adult</b>	<b>T-I DW</b>	<b>T-I Youth</b>	<b>T-II AEL</b>	<b>T-III WP</b>	<b>T-IV VR</b>	<b>TANF</b>
Comp Assessment	✓	✓	✓			✓	
Employment Plan	✓	✓	✓			✓	
Career Plan/Counsel	✓	✓	✓			✓	
Short-Term Prevoc	✓	✓	✓			✓	
Internships/Wk Exper	✓	✓	✓			✓	
Out-of-Area Job Search	✓	✓	✓				
Financial Literacy	✓	✓	✓				
ELA/Integ Education	✓	✓	✓	✓			
Workforce Preparation	✓	✓	✓	✓			

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<b><i>Individ Career Services</i></b>	<b>Tech Ed</b>	<b>SCSEP</b>	<b>Job Corps</b>	<b>Native Am</b>	<b>MSF</b>	<b>YouthBuild</b>	<b>TAA</b>
Comp Assessment		✓			✓		✓
Employment Plan		✓					✓
Career Plan/Counsel		✓					✓
Short-Term Prevoc							✓
Internships/Wk Exper		✓					
Out-of-Area Job Search							✓
Financial Literacy							✓
ELA/Integ Education							✓
Workforce Preparation		✓					✓
<b><i>Individ Career Services</i></b>	<b>Comm Act</b>	<b>Housing</b>	<b>UI</b>	<b>Native Am</b>	<b>Other Part Veteran</b>		<b>Other Part</b>
Comp Assessment					✓		
IEP					✓		
Career Plan/Counsel					✓		
Short-Term Prevoc					✓		
Internships/Wk Exper					✓		
Out-of-Area Job Search					✓		
Financial Literacy							
ELA/Integ Education							
Workforce Preparation					✓		

**Attachment C: Consolidated System Budget for the Delivery of Applicable Career Services**

*The “Consolidated System Budget for the Delivery of Applicable Career Services” is the total actual or reasonably estimated amount of funds budgeted by the required ARIZONA@WORK Job Center partners for the delivery of the career services (that are applicable to their programs) and made available through the ARIZONA@WORK one-stop delivery system. This budget includes all costs, including personnel, related to the administration and delivery of these services.*

<i>Applic Career Services</i>	<b>T-I Adult</b>	<b>T-I DW</b>	<b>T-I Youth</b>	<b>T-II AEL</b>	<b>T-III WP</b>	<b>T-IV VR</b>	<b>TANF</b>
<b>Basic Career Services:</b> T-I Eligib/Initial Assess, Outreach, Intake, Orient, Labor Exch/Job Search, Referrals/LMI, Support Service Info, UI Info/Fin Aid Info	\$2,613,531	\$325,245	\$0	\$95,177	\$877,605	\$2,173,572	\$ N/A
<i>Applic Career Services</i>	<b>Tech Ed</b>	<b>T-V OAA</b>	<b>Job Corps</b>	<b>Native Am</b>	<b>MSF</b>	<b>Youth Build</b>	<b>TAA</b>
<b>Basic Career Services:</b> T-I Eligib/Initial Assess, Outreach, Intake, Orient, Labor Exch/Job Search, Referrals/LMI, Support Service Info, UI Info/Fin Aid Info	\$0	\$0	\$0	\$0	\$0	\$0	\$170,780
<i>Applic Career Services</i>	<b>Comm Act</b>	<b>Housing</b>	<b>UI</b>	<b>Native Am</b>	<b>Other Partner - Head Start</b>		
<b>Basic Career Services:</b> T-I Eligib/Initial Assess, Outreach, Intake, Orient, Labor Exch/Job Search, Referrals/LMI, Support Service Info, UI Info/Fin Aid Info	\$0	\$0	\$0	\$0	\$0		

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<i>Applic Career Services</i>	<b>T-I Adult</b>	<b>T-I DW</b>	<b>T-I Youth</b>	<b>T-II AEL</b>	<b>T-III WP</b>	<b>T-IV VR</b>	<b>TANF</b>
<b>Indiv Career Services:</b> Comp Assessment/IEP, Career Plan/Counsel, Short-Term Prevoc, Internship/Wk Exper, Fin. Literacy, IET/ELA/WF Prep	\$2,067,631.00	\$255,550	\$1,793,914	\$31,167	\$2,270,527	\$1,471,545	N/A
<i>Applic Career Services</i>	<b>Tech Ed</b>	<b>T-V OAA</b>	<b>Job Corps</b>	<b>Native Am</b>	<b>MSF</b>	<b>Youth Build</b>	<b>TAA</b>
<b>Indiv Career Services:</b> Comp Assessment/IEP, Career Plan/Counsel, Short-Term Prevoc, Internship/Wk Exper, Fin. Literacy, IET/ELA/WF Prep	\$0	\$0	\$0	\$0	\$0	\$0	\$170,780
<i>Applic Career Services</i>	<b>Comm Act</b>	<b>Housing</b>	<b>UI</b>	<b>Native Am</b>	<b>Other Partner – Head Start</b>		
<b>Indiv Career Services:</b> Comp Assessment/IEP, Career Plan/Counsel, Short-Term Prevoc, Internship/Wk Exper, Fin. Literacy, IET/ELA/WF Prep	\$0	\$0	\$0	\$0	\$0		

**Attachment D - Total Allocation Bases per Cost Item**

	A	B	C	D	E	F	G	H
1	<b>Cost Group</b>	<b>Cost Category</b>	<b>Line Item</b>	<b>Allocation Base</b>	<b>EVCC Cost</b>	<b>WVCC Cost</b>	<b>Across WIOA System</b>	<b>Total Cost</b>
2	Infrastructure	Rent	Rental of Facilities	Square Footage	\$ 309,965	\$ 460,075	\$ -	\$ 770,040
3	Infrastructure	Utilities and Maintenance	Electric	Square Footage	\$ 35,400	\$ -	\$ -	\$ 35,400
4	Infrastructure	Utilities and Maintenance	Gas	Square Footage	\$ 372	\$ -	\$ -	\$ 372
5	Infrastructure	Utilities and Maintenance	Water	Square Footage	\$ 840	\$ -	\$ -	\$ 840
6	Infrastructure	Utilities and Maintenance	Facility Maintenance Contract	Square Footage	\$ 44,440	\$ -	\$ -	\$ 44,440
7	Infrastructure	Utilities and Maintenance	Security Contract	Square Footage	\$ 48,000	\$ 52,800	\$ -	\$ 100,800
8	Infrastructure	Equipment	Copiers	FTE	\$ 30,000	\$ 30,000	\$ -	\$ 60,000
9	Infrastructure	Equipment	Computer Lab PCs & License Costs	FTE	\$ 33,600	\$ 48,000	\$ -	\$ 81,600
10	Infrastructure	Technology	Email Software	FTE	\$ 480	\$ 480	\$ -	\$ 960
11	Infrastructure	Supplies	Copier & Printer Supplies	FTE	\$ 10,000	\$ 10,000	\$ -	\$ 20,000
12	Additional - Career Services	Basic Career Services	Eligibility, Outreach, Intake, Etc.	Direct Cost	\$ -	\$ -	\$ 6,332,114	\$ 6,332,114
13	Additional - Career Services	Indiv Career Services	Assessment, IEP, Literacy, Etc.	Direct Cost	\$ -	\$ -	\$ 8,860,208	\$ 8,860,208
14	<b>TOTAL</b>				<b>\$ 513,097</b>	<b>\$ 601,355</b>	<b>\$ 15,192,322</b>	<b>\$ 16,306,774</b>

**Attachment D - Total Cost by Allocation Base**

	D	E	F	G	H	I
1	<b>Allocation Base</b>	<b>EVCC Cost</b>	<b>WVCC Cost</b>	<b>Across WIOA System</b>	<b>Cost Group</b>	<b>Total Cost</b>
2	Direct Cost	\$ -	\$ -	\$ 6,332,114	Additional - Career Services	\$ 6,332,114
3	Direct Cost	\$ -	\$ -	\$ 8,860,208	Additional - Career Services	\$ 8,860,208
4	<b>Direct Cost Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,192,322</b>	Additional - Career Services	<b>\$ 15,192,322</b>
5	FTE	\$ 33,600	\$ 48,000	\$ -	Infrastructure	\$ 81,600
6	FTE	\$ 480	\$ 480	\$ -	Infrastructure	\$ 960
7	FTE	\$ 30,000	\$ 30,000	\$ -	Infrastructure	\$ 60,000
8	FTE	\$ 10,000	\$ 10,000	\$ -	Infrastructure	\$ 20,000
9	<b>FTE Total</b>	<b>\$ 74,080</b>	<b>\$ 88,480</b>	<b>\$ -</b>	Infrastructure	<b>\$ 162,560</b>
10	Square Footage	\$ 309,965	\$ 460,075	\$ -	Infrastructure	\$ 770,040
11	Square Footage	\$ 35,400	\$ -	\$ -	Infrastructure	\$ 35,400
12	Square Footage	\$ 372	\$ -	\$ -	Infrastructure	\$ 372
13	Square Footage	\$ 840	\$ -	\$ -	Infrastructure	\$ 840
14	Square Footage	\$ 44,440	\$ -	\$ -	Infrastructure	\$ 44,440
15	Square Footage	\$ 48,000	\$ 52,800	\$ -	Infrastructure	\$ 100,800
16	<b>Square Footage Total</b>	<b>\$ 439,017</b>	<b>\$ 512,875</b>	<b>\$ -</b>	Infrastructure	<b>\$ 951,892</b>
17		<b>\$ 513,097</b>	<b>\$ 601,355</b>	<b>\$ 15,192,322</b>	<b>TOTAL</b>	<b>\$ 16,306,774</b>

**Attachment D - Total Cost by Partner**

	<b>Square Footage</b>	<b>FTE</b>	<b>Direct Cost</b>	<b>Total per Partner</b>
Adult/DW	\$ 638,347	\$ 101,060	\$ 5,261,957	\$ 6,001,364
Youth	\$ 166,407	\$ 29,241	\$ 1,793,914	\$ 1,989,562
Job Corps	\$ -	\$ -	\$ -	\$ -
Native Amer	\$ -	\$ -	\$ -	\$ -
MSFW	\$ -	\$ -	\$ -	\$ -
Adult Ed	\$ -	\$ -	\$ 126,344	\$ 126,344
Wagner-Peyser	\$ 94,383	\$ 17,776	\$ 3,148,132	\$ 3,260,291
Trade	\$ 2,434	\$ -	\$ 341,560	\$ 343,994
Veterans	\$ 32,274	\$ 4,444	\$ 875,298	\$ 912,016
SCSEP--State	\$ -	\$ -	\$ -	\$ -
SCSEP-National	\$ -	\$ -	\$ -	\$ -
Career/Tech Ed	\$ -	\$ -	\$ -	\$ -
HUD E&T	\$ -	\$ -	\$ -	\$ -
CSBG E&T	\$ -	\$ -	\$ -	\$ -
Second Chance	\$ -	\$ -	\$ -	\$ -
YouthBuild	\$ -	\$ -	\$ -	\$ -
Vocational Rehabilitation	\$ 5,659	\$ 3,045	\$ 3,645,117	\$ 3,653,821
Other Partner - Head Start	\$ 12,387	\$ 6,994	\$ -	\$ 19,382
<b>Total per Allocation</b>	<b>\$ 951,892</b>	<b>\$ 162,560</b>	<b>\$ 15,192,322</b>	<b>\$ 16,306,774</b>



**Attachment D - Allocation Base: Square Footage**

East Valley - 23,500 sq ft

	<b>Dedicated Space</b>	<b>% Total Sq Ft</b>	<b>Dedicated Cost</b>	<b>Common Area</b>	<b>% Total Sq Ft</b>	<b>Common Area Cost</b>	<b>Rent</b>	<b>Utilities</b>	<b>EV Total</b>
Adult/DW	8,582	66%	\$ 113,197	6,948	66%	\$ 91,644	\$ 204,841	\$ 85,282	\$ 290,123
Youth	3,116	24%	\$ 41,100	2,523	24%	\$ 33,278	\$ 74,378	\$ 30,968	\$ 105,346
Job Corps	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
Native Amer	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
MSFW	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
Adult Ed	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
Wagner-Peyser	1,007	8%	\$ 13,282	815	8%	\$ 10,750	\$ 24,032	\$ 10,004	\$ 34,036
Trade	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
Veterans	181	1.4%	\$ 2,387	147	1.4%	\$ 1,939	\$ 4,326	\$ 1,804	\$ 6,131
SCSEP--State	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
SCSEP-National	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
Career/Tech Ed	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
HUD E&T	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
CSBG E&T	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
Second Chance	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
YouthBuild	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
Vocational Rehabilitation	100	0.8%	\$ 1,319	81	0.8%	\$ 1,068	\$ 2,387	\$ 994	\$ 3,382
Other Co-located Partners - Head Start	-	0%	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -
	<b>12,986</b>	<b>100%</b>	<b>\$ 171,285</b>	<b>10,514</b>	<b>100%</b>	<b>\$ 138,680</b>	<b>\$ 309,965</b>	<b>\$ 129,052</b>	<b>\$ 439,017</b>

**Attachment D - Allocation Base: Square Footage**

West Valley One Stop - 26,290 sq ft

	<b>Dedicated Space</b>	<b>% Total Sq Ft</b>	<b>Dedicated Cost</b>	<b>Common Area</b>	<b>% Total Sq Ft</b>	<b>Common Area Cost</b>	<b>Rent</b>	<b>Utilities</b>	<b>WV Total</b>	<b>Grand Total</b>
Adult/DW	9,220	67.5%	\$ 161,350	8,620	68.2%	\$ 150,850	\$ 312,200	\$ 36,025	\$ 348,225	\$ 638,347
Youth	1,626	11.9%	\$ 28,455	1,504	11.9%	\$ 26,320	\$ 54,775	\$ 6,286	\$ 61,061	\$ 166,407
Job Corps	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Native Amer	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
MSFW	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adult Ed	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Wagner-Peyser	1,641	12.0%	\$ 28,718	1,459	11.5%	\$ 25,533	\$ 54,250	\$ 6,097	\$ 60,347	\$ 94,383
Trade	66	0.5%	\$ 1,155	59	0.5%	\$ 1,033	\$ 2,188	\$ 247	\$ 2,434	\$ 2,434
Veterans	711	5.2%	\$ 12,443	632	5.0%	\$ 11,060	\$ 23,503	\$ 2,641	\$ 26,144	\$ 32,274
SCSEP--State	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
SCSEP-National	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Career/Tech Ed	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
HUD E&T	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CSBG E&T	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Second Chance	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
YouthBuild	-	0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Vocational Rehabilitation	62	0.5%	\$ 1,085	55	0.4%	\$ 963	\$ 2,048	\$ 230	\$ 2,277	\$ 5,659
Other Co-located Partners - Head Start	330	2.4%	\$ 5,775	305	2.4%	\$ 5,338	\$ 11,113	\$ 1,275	\$ 12,387	\$ 12,387
	<b>13,656</b>	<b>100%</b>	<b>\$ 238,980</b>	<b>12,634</b>	<b>100%</b>	<b>\$ 221,095</b>	<b>\$ 460,075</b>	<b>\$ 52,800</b>	<b>\$ 512,875</b>	<b>\$ 951,892</b>

**Attachment D - Allocation Base: FTE**

	<b>FTEs - EVCC</b>	<b>% of Total FTEs</b>	<b>FTE Cost - EVCC</b>	<b>FTEs - WVCC</b>	<b>% of Total FTEs</b>	<b>FTE Cost - WVCC</b>	<b>Grand Total</b>
Adult/DW	30.67	68.16%	\$ 50,490	36.15	57.15%	\$ 50,570	\$ <b>101,060</b>
Youth	8.33	18.51%	\$ 13,713	11.10	17.55%	\$ 15,528	\$ <b>29,241</b>
Job Corps	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Native Amer	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
MSFW	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Adult Ed	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Wagner-Peyser	4.00	8.89%	\$ 6,585	8.00	12.65%	\$ 11,191	\$ <b>17,776</b>
Trade	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Veterans	1.00	2.22%	\$ 1,646	2.00	3.16%	\$ 2,798	\$ <b>4,444</b>
SCSEP--State	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
SCSEP-National	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Career/Tech Ed	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
HUD E&T	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
CSBG E&T	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Second Chance	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
YouthBuild	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Vocational Rehabilitation	1.00	2.22%	\$ 1,646	1.00	1.58%	\$ 1,399	\$ <b>3,045</b>
Other Co-located Partner - Head Start	-	0.00%	\$ -	5.00	7.91%	\$ 6,994	\$ <b>6,994</b>
<b>Total</b>	<b>45.00</b>	<b>100%</b>	<b>\$ 74,080</b>	<b>63.25</b>	<b>100%</b>	<b>\$ 88,480</b>	<b>\$ 162,560</b>

**Attachment D - Allocation Base: Direct Costs**

	<b>Basic Career Services</b>	<b>Indiv Career Services</b>	<b>Total Direct Costs</b>
Adult/DW	\$ 2,938,776	\$ 2,323,181	\$ 5,261,957
Youth	\$ -	\$ 1,793,914	\$ 1,793,914
Job Corps	\$ -	\$ -	\$ -
Native Amer	\$ -	\$ -	\$ -
MSFW	\$ -	\$ -	\$ -
Adult Ed	\$ 95,177	\$ 31,167	\$ 126,344
Wagner-Peyser	\$ 877,605	\$ 2,270,527	\$ 3,148,132
Trade	\$ 170,780	\$ 170,780	\$ 341,560
Veterans	\$ 76,204	\$ 799,094	\$ 875,298
SCSEP--State	\$ -	\$ -	\$ -
SCSEP-National	\$ -	\$ -	\$ -
Career/Tech Ed	\$ -	\$ -	\$ -
HUD E&T	\$ -	\$ -	\$ -
CSBG E&T	\$ -	\$ -	\$ -
Second Chance	\$ -	\$ -	\$ -
YouthBuild	\$ -	\$ -	\$ -
Vocational Rehabilitation	\$ 2,173,572	\$ 1,471,545	\$ 3,645,117
Other partner - Head Start	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 6,332,114</b>	<b>\$ 8,860,208</b>	<b>\$ 15,192,322</b>

**Attachment E:**

**Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs**

**By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement**

***(Chief Elected Official)***

Clint Hickman, Chairman of the Maricopa County Board of Supervisors  
Printed Name and Title

\_\_\_\_\_  
Signature and Date

**Attachment E:**

**Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs**

**By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement**

***(LWDB Chairperson)***

Matt McGuire, Chairman of the Maricopa County Workforce Development Board

Printed Name and Title

\_\_\_\_\_  
Signature and Date

**Attachment E:**

**Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs**

**By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement**

***(Co-located Partner Entity)***

\_\_\_DES/DERS/Workforce Development Administration\_\_\_(Title III, TAA, JVSG)  
Partner Agency

\_\_\_Chevera Trillo, Administrator\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_ *Chevera Trillo*      10.20.2020 \_\_\_\_\_

Signature and Date

**Attachment E:**

**Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs**

**By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement**

***(Co-located Partner Entity)***

Department of Economic Security/Rehabilitation Services Administration

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Partner Agency

Kristen Mackey

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Printed Name and Title

*Kristen Mackey*

10/20/2020

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Signature and Date



**Attachment F:**

**Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share**

**By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.**

*(Non-Co-located Partner Entity)*


Arizona Department of Education

Partner Agency

Sheryl Hart, State Director of Adult Education

Printed Name and Title

**Sheryl Hart**

 Digitally signed by Sheryl Hart  
Date: 2020.10.02 07:48:35 -07'00'

Signature and Date

**Attachment F:**

**Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share**

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

*(Non-Co-located Partner Entity)*

Arizona Department of Education

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Partner Agency

Steven Paulson, Chief Procurement Officer

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Printed Name and Title

**Steven Paulson** Digitally signed by Steven Paulson  
Date: 2020.10.02 09:36:44 -07'00'

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Signature and Date

**Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share**

**By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.**

*(Non-Co-located Partner Entity)*

Arizona Department of Education Career and Technical Education  
Partner Agency

Cathie Raymond, Deputy Associate Superintendent  
Printed Name and Title

*Cathie Raymond* 9/29/2020  
Signature and Date

**Attachment F:**

**Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share**

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

*(Non-Co-located Partner Entity)*

PPEP, Inc (National Farmworker Jobs Program)  
Partner Agency

Aizi Hogan - Deputy CEO  
Printed Name and Title

Aizi Hogan 9/25/20  
Signature and Date

*ARIZONA@WORK Infrastructure Funding Agreement*

**Attachment F:**

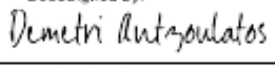
**Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share**

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

*(Non-Co-located Partner Entity)*

AARP Foundation  
Partner Agency

Demetri Antzoulatos, VP, Finance, Grants, Operations  
Printed Name and Title

DocuSigned by:  
  
623F409E90E1430  
10/14/2020  
Signature and Date



# Maricopa County Workforce Development Board

## WIOA Local Plan- Program Years 2020-2023

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### Plan Outline

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#### Section 1: Infrastructure

- Defines the service area, including an overview of regional population, demographics and infrastructure.
- Identifies the leadership of the county, particularly the Board of Supervisors and the Maricopa County Workforce Development Board
- Inventories the assets of the ARIZONA@WORK: Maricopa County system, including a profile of comprehensive one-stop locations, partner sites and access points
- Profiles cooperative efforts with other Local Workforce Areas, particularly the City of Phoenix, to offer a regional approach to service delivery

#### Section 2: Strategic Planning Elements

- Includes high-level analysis of the economy and labor market of Maricopa County and its service area
- Details the workforce development, education and training activities in the area
- Assesses the capacity of the system to carry out the board's vision
- Assures the MCWDB's commitment to executing state strategies

#### Section 3: System Coordination

- Establishes the MCWDB's strategies for working with core partners, other programs and the business community
- Includes links to cooperative service agreements and the Infrastructure Finance Agreement
- Defines key terms

#### Section 4: Performance and Continuous Improvement

- Presents negotiated levels of performance
- Profiles economic characteristics that affect performance

#### Section 5: Public Comment

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### Plan Development and Approval

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Development of the plan was an effort involving a consultant, his staff and resources from the Maricopa County Human Services Department. The work of the production team was directed by a leadership team comprising the director, the consultant, the board liaison and HSD resources.

The plan has been posted online for public comment and will be on the agenda for approvals at the October 19 board meeting, the October 21 Board of Supervisors meeting, and the December 1 meeting of the Workforce Arizona Council.

The full plan can be found at

<https://arizonaatwork.com/sites/default/files/media/Maricopa%20County%20WIOA%20Local%20Plan%20PY%202020-2023%20After%20Public%20Comment.pdf> or by clicking the image on the following page.



# **WIOA Local Plan**

## **Program Years 2020-2023**





AGREEMENT BETWEEN  
MARICOPA COUNTY BOARD OF SUPERVISORS and  
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

This shared governance and multi-function agreement is made by and between Maricopa County, a political body duly organized and existing under the laws of the state of Arizona and its Maricopa County Board of Supervisors (hereafter referred to as “BOS”), the Chief Elected Officials (CEOs) under the Workforce Innovation and Opportunity Act (WIOA), and the Maricopa County Workforce Development Board (hereafter referred to as “WDB”), the local workforce development board as designated by the Governor of Arizona, to articulate the relationship, roles, and responsibilities between the two entities as required by the federal Workforce Innovation and Opportunity Act (hereafter referred to as WIOA) of 2014 (Public Law No. 113-128). BOS and WDB are collectively referred to herein as the “Parties” and individually as “Party.”

**RECITALS**

**Whereas**, the Workforce Innovation and Opportunity Act (WIOA) was established to increase employment, education, and training for individuals with barriers, to support the alignment and improvement of the workforce development system, to improve the skills of workers to secure employment with family-sustaining wages and provide employers with a skilled workforce for global competitiveness, and to provide workforce activities through state and local workforce development systems; and

**Whereas**, Maricopa County is designated the local workforce development area by the Governor and is funded to administer WIOA in Maricopa County, outside of the City of Phoenix; and,

**Whereas**, the Maricopa County Board of Supervisors are the designated Chief Elected Officials by the State of Arizona; and,

**Whereas**, the Maricopa County Workforce Development Board is designated as the workforce development board for the Maricopa County Local Workforce Development Area; and,

**Whereas**, all Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State Law and applicable policies, the Arizona Department of Economic Security WIOA contract, and County policies must be adhered to in their entirety; and,

**Whereas**, the WIOA emphasizes local control so the Local Workforce Area can tailor services for the unique needs of that Local Workforce Area; and,

**Whereas**, the WIOA requires that a shared governance and multi-function agreement be entered into to delineate the role and responsibilities of the BOS, WDB (and its staff), Fiscal Agent, and any entity performing multiple functions; and,

**Whereas**, it is the desire of both parties to have an agreement that provides a basis for cooperation and partnership which will lead to the success of the employment and training system (ARIZONA@WORK MARICOPA COUNTY) within the County and contribute to the overall economic prosperity of the region and its residents;

**Therefore**, in consideration of the recitals set forth above and incorporated by reference, the Parties agree as follows:

**I. Purpose**

The purpose of the Agreement is to define the roles and responsibilities of the BOS and WDB and establish the multi-function agreement between the BOS and WDB as required by the WIOA since the Maricopa County Human Services Department is performing more than one role.

**II. Definitions**

For the purposes of this agreement, the following terms shall have the meaning set forth below:

- A. Career Services Provider:** the provider of services as specified in WIOA to “Adults” and/or “Dislocated Workers.”
- B. Chief Elected Officials (“CEOs”):** the Board of Supervisors (BOS).
- C. Conflict of Interest:** a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
- D. Fiscal Agent:** the BOS, or designated entity, responsible to perform accounting and funds management for WIOA funds.
- E. Grant Recipient:** the BOS.
- F. Local Workforce Area:** Maricopa County as designated by the Governor.
- G. Local Workforce Development Board (“WDB”):** the Maricopa County Workforce Development Board as defined by 20 CFR 679.310.
- H. One Stop Delivery System:** the workforce development, educational, and other human resource services joined in a seamless customer-focused service delivery network that enhances access to the programs’ services and improves long-term employment outcomes for individuals receiving assistance.
- I. One Stop Operator (“OSO”):** the entity that coordinates the service delivery of required one-stop partners and service providers as specified in WIOA.
- J. Training and Employment Guidance Letter (“TEGL”):** the guidance letter issued by the US Department of Labor.
- K. Training Provider:** An entity with a demonstrated ability of training individuals to enter quality employment and that is included on the eligible training provider list.
- L. Vacancy Appointment:** a nominee selected to serve the remaining term of vacant position.
- M. Vacancy Date:** the date the BOS approves the resignation or termination of a WDB member.
- N. WIOA:** the Workforce Innovation and Opportunity Act of 2014, as amended.
- O. Youth Services Provider:** the provider of services to youth as specified in WIOA.

**III. Effective Date, Term, and Termination**

- A.** This Agreement shall be effective July 1, 2020 until June 30, 2023 unless terminated as provided herein.
- B.** The Agreement may be renegotiated or terminated by either Party with sixty (60) days’ notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.
- C.** This Agreement is subject to the statutory language of A.R.S. § 38-511 which are incorporated herein by reference.

- D. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Parties may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.
- E. This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

**IV. Amendments**

- A. Proposed amendments or termination to this Agreement may be offered by either Party in writing within sixty (60) days, at a minimum, to the other Party, via official electronic communication and certified mail. Adoption of such proposals shall be approved and enforced through a signed document by both Parties.
- B. The Agreement may be amended if the governance structure changes, if the Bylaws are amended, or in the event the regulations or laws change.
- C. Any amendment or change to the Agreement must be maintained at the LWDB staff office and be available for monitoring by the state administrative entity.
- D. The entire Agreement of the Parties is contained herein, and this Agreement supersedes all prior agreements between the Parties relating to the subject matter thereof.

**V. Notices of Election**

A change of leadership of the WDB and the BOS does not constitute an amendment of this agreement, but Parties shall provide notification of leadership changes as follows:

- A. Notice of an election of a new WDB Chair, as evidenced within the minutes of the WDB meeting, shall be provided to the Maricopa County Clerk of the Board.
- B. Notice of an election of any new BOS and/or the BOS Chairman, as evidenced within the minutes of the BOS meeting, shall be published on the BOS website within 10 days after the first BOS meeting of each calendar year.

**VI. BOS Roles and Responsibilities**

**A. Delegated Functions**

1. Unless otherwise indicated as non-delegable, the BOS may fulfill its roles and responsibilities through staff and/or contracts. Any staff or contractors assigned to fulfill BOS responsibilities shall comply with the provisions of Section XIII. Internal Controls, Conflict of Interest, and Firewalls.

2.

~~1-3.~~ The BOS designates the Assistant County Manager to serve as WDB liaison to the BOS;

~~2-4.~~ The BOS designates Maricopa County Human Service Department to serve as Fiscal Agent for the WDB and be responsible for the receipt and disbursement of WIOA funds in the Local Workforce Area. The specific roles and responsibilities of the Fiscal Agent are identified in Section IX.

- a) HSD staff involved in Fiscal Agent function shall not be involved in policy or direct service provision activities of the Local WDB.

- b) Any funding or costs shifted between the WDB budget and the Service Provider budget(s) that results in an increased or decreased overall budget for either entity shall be presented to the WDB for review and authorization.
- c) BOS approval is required if the funds shift results in an increased budgeted amount for the WDB.
- d) BOS approval is required if the funds shift results in a substantial decrease, as recognized by the WDB to the WDB budget.

~~3-5.~~ To ensure proper separation of duties and functions, there shall be no commingling of budgets for the WDB staff, Fiscal Agent, and Service Provider (see Attachment A, Maricopa County Organizational Chart A, B, and C respectively). Each of these functions shall have a separate budget and personnel with separate functions and hierarchical reporting chains. Notwithstanding the foregoing, personnel shall be individually and collectively responsible for reporting compliance with WIOA and regulations, OMB circulars, and State and County policies and statutes.

~~4. The BOS delegates the Maricopa County Human Services Department Workforce Development Division to be the Youth Services provider.~~

~~5-6.~~ The BOS delegates signatory capacity to the Chairman of the BOS.

**B. Misuse of Funds**

- 1. The BOS are liable in their official capacity for any misuse of grant funds as described in WIOA.

**C. WDB Bylaws**

- 1. Per CFR 679.310 (g), the BOS must establish bylaws consistent with federal law, regulations, and State policy,

**D. WDB Membership**

- 1. The BOS shall solicit nominations for the WDB. The final selection and appointment of WDB members shall be made by the BOS in accordance with WIOA and State and Federal requirements and consider recommendations pursuant to Section VII F (2) Composition: The WDB shall be composed of the following:
  - a) The WDB shall be comprised of private business sector and public sector members.
  - b) The Board membership shall be representative of the Local Workforce Area's geography and business demographics.
  - c) The BOS will seek to have a WDB membership which is diverse in gender and ethnicity.
  - d) An individual may serve as a representative of more than one membership category if the individual meets all the criteria for representative in accordance with WIOA.
  - e) At least 51% of members shall be representatives of business in the Local Workforce Area who:
    - (1) Are owners of businesses, chief executives or operating officers of businesses, or other individuals with optimum policymaking or hiring authority;
    - (2) Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality work- relevant training and development opportunities to its workforce or the workforce of others in the case of organizations representing business;

- (3) Are appointed from among individuals nominated by local business organizations and business trade associations; and
  - (4) At least two (2) members must represent small business as defined by the U.S. Small Business Association.
- f) At least 20% of the members must be workforce representatives with optimum policymaking authority. These representatives:
- (1) Must include at least two (2) representatives of labor organizations, nominated by local labor federations or other representatives of employees;
  - (2) Must include at least one (1) representative of a joint labor-management, or union- affiliated, registered apprenticeship program within the Local Workforce Area who must be a training director or member of a labor organization;
  - (3) May include one or more representatives of community- based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
  - (4) May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
- g) The balance of the Board membership shall include the mandatory category of individuals with optimum policymaking authority, as follows:
- (1) At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the Local Workforce Area;
  - (2) At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
  - (3) At least one (1) representative from economic and community development entities;
  - (4) At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;
  - (5) At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
- h) Members may also include a non-mandatory category of additional Local Workforce Area representatives appointed by the BOS from:
- (1) Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
  - (2) Governmental and economic and community development

entities who represent transportation, housing, and public assistance programs;

(3) Local Workforce Area philanthropic organizations; and,

(4) Other appropriate individuals based on the WIOA law and regulations as determined by the BOS.

2. Nomination: Consistent with WIOA, the BOS adopts the following nomination criteria:

a) All nominations submitted the BOS for consideration must be submitted in writing and include sufficient supporting documentation to demonstrate the qualifications of the nominee.

b) Nominees who are intended to serve as representatives of business in the Local Workforce Area must be appointed from among individuals nominated by business organizations and business trade associations.

c) Nominees who are intended to serve as representatives of labor must be appointed from among individuals nominated by local labor federations.

d) For the mandatory categories, nominees may be appointed from among individuals nominated by a senior executive from the agency or institution of employment or affiliation.

e) For the mandatory category of adult education and literacy, a solicitation of nominations will be based on a solicitation of Local Workforce Area providers of adult education and literacy activities under WIOA Title II.

f) For the mandatory category of higher education institutions, a solicitation of nominations will be based on a solicitation of institutions of higher education providing workforce development activities.

g) For the non-mandatory categories, a solicitation of nominations will be based on a:

(1) Solicitation of community-based organizations (CBOs). Representative nominations from local CBOs must be qualified by being workforce-centered and having demonstrated positive performance for at least three to five years in the community.

(2) Solicitation of nominations from other optional representatives with a workforce mission/focus must hold promise for beneficial partnerships.

h) Nominees shall meet the qualifications of the membership category for which they are applying. Nominees shall confirm their qualifications for the membership category for which they are applying in writing. Nominating organizations shall confirm the same.

i) Members shall notify the WDB and the Clerk of the Board if they no longer meet the qualification criteria required by WIOA for their position on the WDB.

j) All vacancies shall be publicly noticed on the Maricopa County website.

3. Appointments.

a) The BOS shall appoint each member of the WDB by majority vote.

b) Reappointments will follow the same nomination process as outlined in this agreement and will be made within 120 days of the term expiration.

- c) Notification of appointments will be evidenced within the minutes of the BOS meetings.
- 4. Terms of Office of BOS Appointees.
  - a) Members appointed to the WDB shall serve three-year terms, except vacancy appointees who shall serve the remaining term of their predecessor. Upon expiration of his or her term, any WDB Member may continue to serve until the BOS takes action.
  - b) Appointments will be staggered to the extent possible to have only one-third (1/3) of the membership expire in a given year.
- 5. Resignations
  - a) Resignation by WDB members shall be submitted in writing to the WDB Chair and the Clerk of the Board. A member's resignation is effective only when accepted by the BOS.
- 6. Terminations
  - a) BOS may remove a member for the following reasons:
    - (1) Failure to attend WDB meetings, as follows:
      - More than three consecutive absences from regularly scheduled meetings by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the WDB.
      - Any four absences from regularly scheduled meetings during a twelve-month period by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the WDB.
      - Within seven (7) days of notification of attendance policies violation a member may provide a written explanation to the WDB Chair on the reason for the absences.
      - Exceptions to attendance policies may be made by the WDB Chair due to special circumstances and shall be documented.
    - (2) Violation of Conflicts of Interest and Ethics imposed by WIOA, A.R.S. §38-501 *et seq.*, and Maricopa County Internal Policy HR2421.
    - (3) Failure to meet WDB member representation requirements as defined in WIOA.
    - (4) Documented malfeasance, fraud or abuse.
    - (5) Knowingly and intentionally acting in a manner that prohibits compliance with Federal law, State policy, or requirements set forth by the Workforce Arizona Council (WAC) or Department of Economic Security (DES). Examples include but are not limited to failing to meet deadlines and failing to provide requested information.
  - b) "Just cause" for removal is established based on documented evidence of failure to meet the expectations outlined in Section VI.C.6.a. including but not limited to: attendance records, conflicts of interest, or actions inhibiting compliance with Federal law, State policy, or requirements of the WAC or DES.
  - c) Removal of a WDB member shall require a formal vote of the BOS.
- 7. Vacancies
  - a) WDB vacancies shall be filled within 120 days of the vacancy date by the BOS.
  - b) If a vacancy occurs by other than an expiration of term, the vacancy



shall be filled by appointment by the BOS for the unexpired portion of the term.

- c) In the event a vacancy cannot be filled within 120 days, Assistant County Manager, or delegate, shall request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. The Assistant County Manager or his/her delegate must maintain written approval of the waiver request by the Director of the State Workforce Development Board for State monitoring purposes.
  - d) Positions will be filled in compliance with WIOA.
  - e) Nominees for a vacancy shall meet the criteria needed to fulfill the Board composition requirements of WIOA.
8. Compensation
- a) Members of the WDB shall serve without compensation except for any pre-authorized travel expenses incurred in connection with their duties, including transportation, meals, and lodging; in accordance with WIOA and all applicable Maricopa County policies and regulations.
  - b) The BOS through the Fiscal Agent is authorized to reimburse those expenses identified in (A) post-travel to the extent such expenses are allowable and reimbursable under WIOA, Uniform Guidance, and all applicable County policies and regulations.

~~D. Youth Services:~~

- ~~A. Pursuant to CFR 681.400(a), the County has exercised its option to directly provide all youth workforce investment activities in Maricopa County. Should the County cease exercising its option to provide youth workforce investment activities directly, the WDB could chose to award grants or contracts to youth service providers pursuant to the requirements set forth in CFR 681.400(b), including, but not limited to, requiring said grants and contracts be awarded on a competitive basis.~~
- ~~B. The Youth Services Provider receives strategic direction from the WDB.~~
- ~~C. The Youth Services Provider must present its design framework to the Youth Committee and provide an opportunity for feedback from Youth Committee members to include:
  - ~~1. An overview of the objective assessment of each youth participant, including a review of the academic and occupational skill level, as well as the service needs and strengths, of each youth for the purpose of identifying appropriate services and career pathway.~~
  - ~~2. An overview of the an individual service strategy based on the needs of each youth participant that is directly linked to one or more indicators of performance described in WIOA sec. 116(b)(2)(A)(ii), that identifies career pathways that include education and employment goals, that considers career planning and the results of the objective assessment and that prescribes achievement objectives and services for the participant.~~
  - ~~3. A description of case management and follow-up services provided to youth participants.~~~~

**VII. WDB Roles and Responsibilities**

- A. Unless otherwise indicated as non-delegable, the WDB may fulfill its roles and**

responsibilities through staff and/or contracts. Any staff or contractors assigned to fulfill WDB responsibilities shall comply with the provisions of Section XIII. Internal Controls, Conflict of Interest, and Firewalls.

A.B. WDB serves as a strategic convener to promote and broker effective relationships with the County and the Maricopa County workforce system. The WDB shall maintain strategic and strong relationships with business organizations, chambers of commerce, labor and trade associations, education providers, and others as needed or required.

B.C. WDB provides strategic and operational oversight for the workforce system as follows:

~~The WDB shall ensure system and program oversight as follows:~~

1. Provide ongoing reviews of services available, access to services, service delivery, cost of services, and system and program administration;
2. Seek to avoid duplication with other system and program monitoring;
3. Review current plans and proposals for service delivery;
4. Develop detailed actions and timeframes in coordination with the necessary workforce system partners; and
5. Provide the BOS with system and program oversight updates in a quarterly report.

C.D. The following WDB required roles and responsibilities shall be completed in a timely manner by WDB members or at the direction of the WDB through staff, consultants, and/or allowable, designated entities. WDB shall consult with County concerning all responsibilities delegated to staff consistent with the requirements set forth in Section XI.

1. **Workforce Research and Regional Labor Market Analysis**

The WDB will conduct analyses of the labor market and workforce system and integrate the findings into the Local Plan. The WDB will coordinate with key stakeholders, contracted staff (as needed), and other parties in order to present a well-rounded representation of the economic conditions in the Maricopa County LWDA.

2. **Convening, Brokering, and Leveraging**

The WDB will convene local workforce development system stakeholders to develop the local plan. The WDB, will plan, coordinate and schedule all necessary meetings to execute the objectives of local plan.

3. **Employer Engagement**

Lead efforts to engage with a diverse range of employers, entities in the region, and economic development entities to promote business representation on the WDB and develop effective linkages with employers to support employer utilization of the Maricopa County workforce system to ensure the workforce investment activities meet the needs of employers, and support economic growth in the region. The WDB shall coordinate with BOS economic development strategies and workforce priorities that align with WIOA.

4. **Career Pathways**

Collaborate with secondary and postsecondary education program representatives leading the efforts in the local workforce development area to develop and implement career pathways by aligning occupational training in the targeted occupations and in-demand industries.

5. **Proven and Promising Practices**

Identify, promote, and disseminate proven and promising strategies, initiatives,

and practices for meeting the needs of all job seekers and employers. Specific attention will be given to system performance, service delivery benchmarking, and program design/evaluation to identify strengths and opportunities for continuous process improvement.

**6. Technology**

Develop strategies, including coordination with the County and all workforce system partners, for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, job seekers, and specifically those with barriers to employment. The WDB will address these issues from a strategic level and task the One Stop Operator with identifying referral tools and strategies between core partners.

**7. Coordination of Education Providers**

Coordinate activities with education and training providers, including those on the State-approved Eligible Training Provider List (ETPL) and all WIOA Title II service providers, to align education and training with WDB selected sectors to support career pathways.

**8. Accessibility for Individuals with Disabilities**

The WDB, through the One Stop Operator, will annually assess the physical and programmatic accessibility of all one-stop centers in the Local Workforce Area in accordance with the Americans with Disability Act of 1990.

**9. Certification of One-Stop Centers**

The WDB certifies all ARIZONA@WORK Maricopa County comprehensive and affiliate job centers every three (3) years in accordance with 20 CFR 678.800 and the WAC State Workforce Policy #6 Certification of the ARIZONA@WORK Job Centers.

**D.E. Communication with the Public**

1. All meetings of the WDB, including its committees and workgroups shall be conducted in compliance with Open Meeting Law (Arizona Revised Statutes 38-431 et seq.). Meetings shall be open, and it shall be a stated policy that interested citizens or groups will be heard on workforce development matters.
2. The WDB shall meet not less than six times per year.
3. Within three (3) business days of any WDB meeting, including its committees and workgroups, the WDB staff shall make available the meeting minutes on the WDB website.
4. On behalf of the WDB, the WDB staff shall make available to the public on the WDB website information regarding the activities of the WDB, including but not limited to:
  - a) Local Plan, including any modifications;
  - b) List and affiliation of WDB members; and
  - c) WDB Bylaws.

**E.F. Board membership**

1. The WDB may solicit and refer candidates to apply for WDB membership.
- ~~2. In consultation with the Assistant County Manager, the WDB Chair may recommend removal of a member for any of the reasons cited in Section VI.D.6. when:~~
  - ~~a) A member no longer holding the qualifications of membership which were the basis for their initial appointment.~~
  - ~~b) Failure to represent the WDB in a manner deemed appropriate.~~

**F.G. Youth Committee**

1. The Youth Committee shall be a WDB Standing Committee comprised of a minimum of five (5) members appointed by the WDB.
2. The Youth Committee shall be chaired by a member of the WDB.
3. The Youth Committee shall have a minimum of three additional (3) WDB members.
4. The Youth Committee shall have at least one (1) non-member of the WDB who shall:
  - a) Have experience and expertise in youth activities and services; and
  - b) Be a voting member of the Youth Committee.
5. The term of each Youth Committee member shall coincide with the term of the WDB Chair.
6. Under the direction of the WDB, Responsibilities of the Youth Committee ~~shall~~may include, but not be limited to the following:
  - a) Identify eligible providers of youth workforce development activities by:
    - (1) Exercising the option described in CFR 681.400 to have the grant recipient provide directly some or all of the youth workforce investment activities; and/or
    - (2) Choosing to competitively award grants or contracts to youth service providers to carry out some or all of the youth workforce investment activities;
  - a)b) Inform, assist, and make recommendations to the Executive Committee and the full WDB in developing and overseeing a comprehensive youth program;
  - c) Foster integration and collaboration of youth activities in the local workforce development area; and
  - d) Recommend system enhancements to ensure a broad range of services and opportunities for youth, including disconnected youth;
  - e) Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth; and
  - b)f) Provide leadership and support for continuous quality improvement efforts for youth services programs.

#### G.H. **Officers**

1. The WDB members select the WDB Chair and other officers, as described in the Bylaws.

#### H.I. **Career Services**

1. WDB selects the Career Services Provider. The expectations and terms of the service provider shall be documented in a contract approved by the WDB and BOS. Additional guidance on service provider selection can be found in Section VIII.

#### I.J. **Operational Budget**

1. The WDB shall have the operational budget for Adult, Dislocated Worker, and Youth Services presented to them for review and approval annually.
2. The WDB may ~~choose to have either the service provider(s) and/or fiscal agent present the annual budget.~~
3. The operational budget shall be approved no later August 15<sup>th</sup>.
4. The annual approved budget must allocate all available WIOA funds for the fiscal year.

#### J.K. The WDB shall provide WDB member orientation.

## **VIII. Shared Roles and Responsibilities**

### **A. WDB Budget** The Parties share the responsibility for the WDB Budget as follows:

1. Development and Submission
  - a) WDB and their designated staff shall develop an annual line item administrative budget and budget justification for the purpose of carrying out the duties as referenced in this agreement.
    - (1) The budgeting period must be aligned with the County fiscal year, which runs from July 1 through June 30.
    - (2) The budget must be in accordance with all County policies and guidelines, WIOA, and Uniform guidance.
    - (3) WDB shall submit the annual line item budget and budget justification to the Assistant County Manager by December 1 of each year.
    - (4) The administrative budget will be included in the overall WIOA budget that the fiscal agent submits to the BOS in order to establish an overall spending cap for the upcoming fiscal year.
  - b) The WDB shall review and approve the operational budget for Adult, Dislocated Worker, and Youth Services by major program by June 30<sup>th</sup> of each year for the budget year beginning July 1<sup>st</sup>.
    - (1) The total WIOA budget (operational and administrative) may not exceed the spending cap approved by the BOS.
    - (2) This presentation may be done by the service provider(s) and/or fiscal agent, at the discretion of the WDB.
  - c) Budget Review and Approval
    - (1) The Fiscal Agent shall review the WDB budget to ensure it is in accordance with all County policies and guidelines, WIOA, and Uniform Administrative Guidance.
    - (2) The Fiscal Agent shall provide the budget review to the Assistant County Manager and the WDB Executive Director.
    - (3) The Fiscal Agent shall submit the budget to the Maricopa County Office of Management and Budget, on behalf of the BOS.
    - (4) The BOS in its discretion, shall review and approve the Budget in accordance with County policy.
  - d) On-going monitoring
    - (1) On behalf of the BOS, the Assistant County Manager shall:
      - Monitor the WDB budget expenditures;
      - Notify the WDB Executive Director and the WDB Chair on expenditure and audit issues;
      - Provide updates to the BOS as requested.

### **B. WIOA Funds**

1. BOS and WDB shall, to the best of their abilities, ensure all funds are expended prior to expiration with the assistance of the Fiscal Agent.

### **C. Local Plan**

1. WDB and their staff shall develop the local plan for the Local Workforce Area every four years.
2. The Local Plan shall be consistent with:

- a) WIOA Section 108;
  - b) State Unified Plan; and
  - c) BOS strategic priorities, including (but not limited to) economic development, regionalism, and priority populations.
3. On behalf of the BOS, the Assistant County Manager shall provide local plan feedback to the WDB Executive Director.
  4. WDB shall vote and approve the local plan prior to the final submittal to the BOS.
  5. The BOS shall review and approval the plan during a BOS meeting.
  6. WDB shall submit the finalized local plan to the State only after receiving BOS approval.
  7. The WDB shall follow the prescribed process in this section for all substantive (non-technical) local plan amendments.

**D. Regional Plan**

1. All Parties may collaborate with other Local Workforce Areas, as necessary. In the event the Local Workforce Development Area is designated to be a planning region that includes other Local Workforce Areas, the Parties shall follow the same process as for the development and approval of the local plan.

**E. Selection of Operators and Providers**

1. While it is the responsibility of the WDB to select a One Stop Operator and providers, as discussed in the following sections, it is the responsibility of the BOS to execute contracts with selected entities/vendors. As such, selection of operators and providers is considered a shared function.
2. One Stop Operator(s)
  - a) Selection
    - (1) The WDB with the assistance of their staff shall determine the scope of work for the OSO.
    - (2) The WDB shall competitively procure the One Stop Operator with the Maricopa County Office of Procurement Services and in compliance with County procurement policies.
    - (3) The designation of an OSO must be approved by a majority vote of the WDB or designated committee or workgroup.
    - (4) Once approved, the contract shall be forwarded to the BOS. The OSO contract shall be effective only when approved by the BOS.
3. **Provider(s)**
  - a) Occupational Skills Training: The WDB shall encourage sufficient number and types of eligible training service providers who are consistent with the criteria established by the Governor and WIOA.
  - b) Career Services: The WDB shall determine the selection criteria for the provider of Career Services, as specified in WIOA to “Adults” and Dislocated Workers.”
    - (1) The WDB selects the Human Services Department Workforce Development Division as the Career Services Provider.
  - c) Provider contracts may be competitively awarded for any WIOA services; if provider contracts are competitively awarded, they shall be publicly noticed and procured through the Maricopa County Office of Procurement Services.
  - d) Youth Services: Pursuant to CFR 681.400(b), the WDB elects to have

the grant recipient provide youth services through its Human Services Department.

(2)(1) The WDB retains the right to instead provide youth services via competitively procured grants or contracts (CFR 681.400(b)).

**F. Performance Measures**

1. Negotiation and Approval of Performance Accountability Measures
  - a) The WDB and their staff shall obtain proposed performance accountability measures from the State.
  - b) Service providers shall propose performance accountability measures to the WDB for consideration.
  - c) The WDB shall determine the acceptable performance accountability measures for the Local Workforce Area with the Core Partners and service providers.
  - d) The performance accountability measures must be approved by a majority of the WDB. Once passed, the finalized performance accountability measures shall be submitted to the State by the required due date.
2. The WDB shall focus on required performance measures with outcomes and impacts. The WDB shall review current performance measures and reports, identify additional priority and subordinate performance measures to be collected, and work with any organization or entity required to report performance measures to determine reporting timeframes.

**G. Local Board Policy**

1. WDB shall create local board policies to provide strategic workforce direction and guidance in the Local Workforce Area in alignment with BOS priorities.
2. WDB, in coordination with Core Partners and service providers, shall review proposed policies, develop new major policies, and approve major policies that affect the priorities for service, service target levels and limitations, allocation of resources.
3. WDB shall create policies that are aligned with serving the WIOA priority populations and those with barriers to employment.
4. Policies must be approved by a majority of WDB members.
5. WDB staff shall keep written record of all approved WDB policies and ensure distribution to all Parties affected.
6. WDB shall provide approved policies to the BOS in the quarterly report.

**I. Core Partner Agreement**

1. WDB and their staff shall develop the Core Partner Agreement for the Local Workforce Area.
2. The Core Partner Agreement shall be consistent with WIOA, regulations, State and County policies.
3. The Assistant County Manager shall provide Core Partner Agreement feedback to the WDB Executive Director.
4. The Core Partner Agreement shall be reviewed by the Maricopa County Attorney's Office.
5. The Core Partner Agreement must be approved by a majority of the WDB.
6. Once approved, the request shall be forwarded to the BOS for approval. The Core Partner Agreement is effective only when approved by the BOS and the other Core Partners.
7. For all amendments to the fully executed Core Partner Agreement, the WDB shall follow the prescribed process in such Agreement.

**J. Memorandum of Understanding and Infrastructure Funding for the One Stop Delivery System**

1. The WDB, its staff and/or other allowable designated entity, shall develop the Memorandum of Understanding for the One Stop Delivery System (MOU) and its accompanying Infrastructure Funding Agreement (IFA) not less than every three years in partnership with the BOS and other One Stop delivery partners.
2. The MOU and IFA are created through a discussion, negotiation, and agreement.
  - a. The MOU shall include the items listed in 678.500 (b) 1-6, including description of services through the one-stop delivery system, agreement of costs, referral methods, and access to services for adults, youth, those with barriers to employments, and individuals with disabilities.
  - b. The IFA shall include such costs in accordance with 678.700.
    - i. The IFA shall be reviewed and reconciled at least once annually with the information financial information provided by the Fiscal Agent and/or One Stop partners.
  - c. The MOU and IFA draft shall be shared with the BOS Liaison for review and comment.
  - d. The MOU shall provide a process by which periodic amendments and adjustments may be made.
3. WDB shall vote and approve the MOU and IFA, and its amendments, prior to the final submittal to the One Stop Partners for signature.
4. The BOS shall review and approve the final MOU and IFA, and its amendments.

**K. Communication of Parties**

1. The WDB and its staff shall prepare quarterly progress reports, which shall include, but are not limited to summaries of progress on goals, actions on each of the required roles, policies approved by the WDB and anticipated activities of WDB for the next quarter.
  - a) The WDB Executive Director shall submit the quarterly reports for BOS review 45 days following the end of a quarter.
2. The WDB and its staff shall prepare and submit an annual report to the BOS for review and approval on or before October 1 of each calendar year.
3. At least annually, the WDB Chair, WDB Executive Director, and the Assistant County Manager, shall provide briefings to the BOS regarding performance accountability measures, program oversight, WDB policy, strategic direction, and other areas, as deemed necessary.
4. The WDB Chair and the Assistant County Manager shall work together to identify new potential applicants to the WDB with skillsets that compliment current Board members.

**L. Amendments to the LWDB Bylaws**

1. Amendments to the WDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:
  - i. Be submitted to the Maricopa County Attorney for legal review;
  - ii. Approved by the WDB;
  - iii. Receive final approval by the BOS.
2. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all WDB members, the BOS, County Attorney, and will be posted on the



ARIZONA@WORK MARICOPA COUNTY website.

**IX. WIOA Fiscal Agent**

- A.** The WIOA Fiscal Agent shall perform accounting and funds management for WIOA funding received.
- B.** The Fiscal Agent shall exchange information with the WDB and BOS, as necessary.
- C.** The Fiscal Agent shall provide the following financial services:
  - 1. Receive and disburse WIOA funds, which includes first-in, first-out accounting methods;
  - 2. Ensure sustained fiscal integrity and accountability for expenditure of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations, and County and State policies;
  - 3. Comply with State and Federal requirements and timelines as defined by DES;
  - 4. Be subject to an annual audit by the Auditor of State as well as periodic monitoring by DES;
  - 5. Cooperate in any audit procedure, respond to financial audit findings, and provide corrective action plans when necessary;
  - 6. Maintain proper accounting records and adequate documentation;
  - 7. Prepare financial reports;
  - 8. Conduct financial monitoring of the fiscal activities of sub recipients, contractors, and service providers;
  - 9. Provide technical assistance to sub recipients regarding fiscal issues;
  - 10. Review, recommend, and monitor the WIOA budget and its funds, including both administrative and programmatic funds;
  - 11. Recommend the transfer of funds between Dislocated Worker and Adult programs, and provide this to the WDB Chair for signature;
  - 12. Track and monitor the WDB receipts and expenditures in a separate Unit code;
  - 13. Track and monitor WIOA Title I service provider receipts and expenditures in a separate Unit Code;
    - a) Career Services and Youth Services shall be tracked separately by Program Code.
  - 14. Procure contacts or obtain written agreements on behalf of the WDB
    - a) Except for the One Stop Operator; and
  - 15. Appoint personnel to carry out the duties outlined above who will not be permitted to engage in policy or service delivery issues or Service Provider activities.
- D.** The Fiscal Agent shall perform the following budgetary functions on behalf of the WDB:
  - 1. Under the guidance of the WDB, develop an annual budget by major program service type (Adult, Dislocated Worker, Youth, Rapid Response, and other types that may be identified by the WDB) that supports the strategic direction of the WDB.
  - 2. Present to the WDB when major program service type budgets increase, decrease, or it is deemed appropriate to move budgeted monies between major program service types.
  - 3. Reconcile the IFA costs at least annually.

**E. The fiscal agent is subject to the internal control measures and firewall**

**requirements described in Section XIII.**

**X. WIOA Career Services**

- A.** Those providing career services shall provide services in accordance with WIOA.
1. The Career Service provider shall implement WDB policies and provide quarterly reports to the WDB on program service delivery, performance accountability, and continuous improvement.
  2. Service providers shall propose the following for review, consideration, and approval of the WDB:
    - a) Priority populations;
    - b) Service targets;
    - c) Budget utilization;
    - d) Performance measures.
  3. The person(s) responsible to carry out the duties of service provider will not be permitted to be appointed to complete the activities of the WIOA Fiscal Agent.
  4. Provider of Services shall follow OMB Uniform guidance, County, State regulation, policy, law for procurement of required goods and services.

**XI. WDB Staff**

- A.** Title 20 CFR 679.400 describes the WDB's authority to hire staff and the appropriate roles for the WDB staff as outlined in WIOA Section 107(f).
1. Full costs for staff must be included in WDB Board budget submitted to and approved by the BOS.
  2. Maricopa County shall be the employer of record for the WDB staff.
  3. WDB staff shall be subject to the County's policies, procedures, and processes, including personnel policies and organizational oversight.
  4. The WDB Board delegates personnel management responsibilities of the WDB staff to the assigned assistant county manager, and the assigned assistant county manager will consult with the WDB Chair on **personnel staffing matters—decisions**, as necessary. See attached Organizational Chart for reporting relationship information.
  5. WDB staff shall be subject to Maricopa County's policies, procedures and processes regarding personnel, including but not limited to the confidentiality of personnel information.
  - ~~6.~~ ~~6.~~ WDB staff shall not provide core, intensive, and training services or participate in the operation of the One-Stop centers, including the management of personnel providing these services.
  - ~~6-7.~~ **WDB staff are subject to the internal control measures and firewall requirements described in Section XIII.**

**XII. Conflict resolution**

- A.** Except as may otherwise be provided for by law, or otherwise specifically agreed upon to by the parties, any dispute not involving the question of law that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County's dispute process:
1. Disputes must be filed with the Maricopa County Ombudsman.
  2. The Ombudsman shall respond in writing to the dispute within fourteen (14) days.

3. The parties may abide by the decision. If the conflict is not resolved, the Party shall submit in writing to the Ombudsman and the other Party within seven (7) days that a resolution has not been reached.
  4. If either party determines it must pursue formal mediation related to this agreement, either party may choose to contract with external mediation services. Contracted services would be at the contracting party's expense and would require following the usual processes for procurement and budget approval.
- B.** If the conflict is not resolved, it will be resolved as directed by the Governor's Office.

**XIII. Internal Controls, Conflict of Interest, and Firewalls**

**A.** WDB members, County employees, service providers, training providers, One-Stop Operator, and other workforce system stakeholders will report any official conflict of interest to the Assistant County Manager.

**A.B.** In addition to the reporting requirements contained in County Policy HR2416 concerning "Avoidance of Conflicts of Interests" WDB staff shall also notify the WDB Chair concerning any alleged conflict of interest.

**C.** WDB members, staff, or vendors may not be involved in official votes, the hiring of staff, or the procurement of services in which they have a personal financial interest.

**B.D.** Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.

**C.E.** Only staff performing Fiscal Agent duties may have access to the County's financial system(s) of record with regard to the funds overseen by the WDB.

**D.F.** Service provider, Fiscal Agent, and WDB Staff shall not:

1. Have involvement in one another's ~~h~~-hiring, promotional, termination, discipline, or performance management matters;
2. Have involvement in one another's vendor selections, unless pre-approved by the WDB and BOS Liaison.
3. Share information that is not considered a public record or seek approval from the WDB and BOS Liaison prior to sharing non-public records; or
4. Have input into one another's standard operating procedures or internal policies.

**E.G.** No entity or person involved with the issuance of a solicitation may compete or submit a proposal under the procurement action. This prohibition includes but is not limited to development of requirements, drafting the solicitation document, evaluating proposals/bids, or selection of vendors.

**H.** No division and/or unit within the County may simultaneously provide services and oversee or monitor the provision of those services.

**I.** All entities involved in WDB activities and functions, including but not limited to County employees, contracted vendors, and WDB members, are subject to performance and financial audits performed by the Maricopa County Internal Audit Department, an independent agency reporting directly to the Board of Supervisors. Entities shall comply fully with all audit requests and participate in the resolution of audit findings.

**J.** The assistant county manager, as the executive manager over multiple roles, is expected to be aware of the potential competing interests of the WDB, One-Stop Operator, providers, fiscal agent, and other stakeholders.

1. The assistant county manager shall refrain from intervening in the performance of duties assigned to the WDB staff by the WDB, if said duties are legally allowed, supported by the approved budget, and not prohibited by County policy;
2. The assistant county manager shall:
  - a) Encourage the open exchange of information and data between all entities, as allowed by law and County policy, in order to inform decisions of the WDB and BOS;
  - a)b) Be mindful of the internal controls and firewalls outlined in this Section and make every effort to ensure they are not breached.

**XIV. Sunshine Provision**

- A. The WDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the WDB, including information regarding the local plan prior to the submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants or contracts to eligible providers of youth workforce investment activities, and, on request, minutes of formal meetings of the WDB.

**XV. Agreement and Bylaws**

- A. To the extent there is a conflict between this Agreement and the Bylaws of the WDB, this Agreement controls.

**XVI. Notices**

- A. Notifications and communications concerning this Agreement shall be directed to the following:

Maricopa County Assistant County Manager  
301 W. Jefferson 9th Floor  
Phoenix AZ 85003

Maricopa County Workforce Development Board Executive Director  
Executive Director  
700 W. Jefferson St.  
Phoenix AZ 85007

Maricopa County Clerk of the Board of Supervisors:  
301 W. Jefferson 10th Floor  
Phoenix AZ 85003

**XVII. Conflict Waiver**

The Parties to this Agreement acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for all the Parties. The Parties acknowledge that they are aware of a potential conflict of interest, and waive any claim of conflict of interest, which may arise by virtue of Civil Division's representation of another Party to this Agreement.

*(Remainder intentionally left blank: Signatures to follow)*

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:  
MARICOPA COUNTY  
WORKFORCE DEVELOPMENT BOARD

Approved By:  
MARICOPA COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Clint Hickman, Chairman, Board of  
Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attested to:

\_\_\_\_\_  
Fran McCarroll, Clerk, Board of Supervisors

\_\_\_\_\_  
Date

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney                      Date



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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

## ARTICLE I. NAME AND ~~ESTABLISHMENT~~ LEGAL AUTHORITY

### Section 1. Name

A. The name of this organization shall be the Maricopa County Workforce Development Board (MCWDB). ~~MCWDB may at times be referred to as the Maricopa County Local Workforce Development Board, Maricopa County WDB, the WDB, the Local Workforce Development Board (LDWDB), the Maricopa County LWDB, or the Local Board.~~

### Section 2. Establishment

~~A. A.~~ The MCWDB is established and receives its authority in accordance with the Workforce Innovation and Opportunity Act (WIOA), which was signed into law on July 22, 2014 as Public Law 113-128 and replaces and supersedes the Workforce Investment Act of (WIA) of 1998. ~~The Maricopa County Board of Supervisors (BOS) shall have final authority.~~

### Section 3. Legal Authority

A. The MCWDB shall act as the Workforce Development Board ("WDB") for the Maricopa County Local Workforce Development Area. In execution of its business, the MCWDB must comply with the Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA"), and its regulations, applicable Federal and State Laws, rules and regulations, and State policies and procedures. The MCWDB and its committees derive their authority from Section 107 of the WIOA. The Maricopa County Board of Supervisors (BOS) shares governance responsibilities with the MCWDB and is responsible for all WIOA funds. As such, the MCWDB must follow all County policies and procedures with regard to making payments, entering into contracts, hiring staff, and any other action that obligates funding.

## ARTICLE II. AREA SERVED

Pursuant to the State of Arizona designation and in compliance with WIOA, the area to be served by the MCWDB shall be Maricopa County excluding the City of Phoenix. This area shall be known as the Maricopa County Local Workforce Development Area. MCWDB may also provide services in cooperation and coordination with other local workforce areas in the region and the State of Arizona.

## ARTICLE III. PURPOSE, VISION, AND VALUES

### Section 1. Purpose

The MCWDB shall work collaboratively with ~~be established to assist~~ the BOS as the Chief Local Elected Officials in strategic planning, oversight, and evaluation of the local workforce development area, and shall promote effective outcomes consistent with statewide goals, objectives, and negotiated local performance.



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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

The BOS shall establish the MCWDB to represent a wide variety of individuals, businesses, and organizations throughout the local area. The MCWDB serves as a strategic convener to promote and broker effective relationships between the County and economic, education, and workforce partners. The MCWDB shall maintain strategic and strong relationships with business organizations, chambers of commerce, labor and trade associations, education providers, and others as needed or required.

### **Section 2. Vision**

The MCWDB is a best-in-class workforce system that connects jobseekers to career opportunities and employers to skilled talent, stimulating economic prosperity and enhancing quality of life for all.

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### **Section 3. Values**

The MCWDB's values are as follows:

- A. Customer-centric service
- B. Public trust and accountability
- C. Data-driven and performance-based
- A-D. Responsive to a changing environment

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## **ARTICLE IV. COMPLIANCE, ROLE, AND METHODS**

### **Section 1. Compliance and Role**

MCWDB shall be operated in accordance with applicable Federal, State, and local laws and regulations including without limitation: a.) WIOA and related regulations, including any future amendments and guidance which may be issued; and b.) official policies and directives of the Arizona Department of Economic Security and the Workforce Arizona Council.

In cooperation with ~~County staff identified by the BOS~~the Maricopa County Human Services Department (HSD) and subject to the approval of the BOS, MCWDB shall be responsible to ensure the completion of the following:

- A. **Local Plan:** Develop and submit a local workforce development area plan to the Governor of Arizona;
- B. **Regional Plan:** Collaborate with the other local boards and chief elected officials, or their delegates, from the other local areas in the preparation and submission of a regional plan, if the local area becomes a part of a planning region with other local areas;
- C. **Workforce Research and Regional Labor Market Analysis:** Conduct research, specified regional market labor analysis, and periodic economic and workforce analyses as a part of the local planning process and to assist the Governor in developing the statewide workforce and labor market information system;

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- D. **Convening, Brokering, and Leveraging:** Convene the local workforce development system stakeholders to assist in the development of the local area plan, and identify non-federal expertise and resources to leverage support for workforce activities;
- E. **Employer Engagement:** Lead efforts to engage with a diverse range of employers, entities in the region-, and economic development entities, including coordination with BOS economic development strategies, in order to promote the participation of local area and regional private sector employers, develop effective linkages with employers, support employer utilization of the Maricopa County workforce system, ensure the workforce investment activities meet the needs of employers, and support economic growth in the region;
- F. **Career Pathways Development:** Collaborate with secondary and postsecondary education program representatives leading the efforts in the local workforce development area to develop and implement career pathways;
- G. **Proven and Promising Practices:** Identify, promote, and disseminate proven and promising strategies, initiatives, and practices for meeting the needs of job seekers and employers;
- H. **Technology:** Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, job seekers, and those with barriers to employment; develop intake and case management information systems, remote access, and improve digital literacy skills while leveraging resources and capacity within the system;
- I. **Program Oversight:** Conduct program oversight- for: local WIOA youth, adult, and dislocated workforce development program activities; the local service delivery system; and the use, management, and investment of workforce development funds to maximize performance outcomes under WIOA through evidenced-based decision-making ;
- J. **Negotiation of Local Performance Accountability:** Establish, through negotiation with the BOS and the Governor, local performance and accountability measures;
- K. **Selection of Operators and Providers:** Designate and certify one-stop operators, identify eligible adult and youth training providers, and also ensure the provision of opportunities that lead to competitive employment for individuals with disabilities; in conjunction with the State, ensure there are sufficient numbers and types of career and training service providers in a manner that maximizes consumer choice; select adult, dislocated worker, and youth service providers. Contracts, IGAs, or MOUs for operators or service providers must be pursued collaboratively with the BOS, must conform with all Maricopa County policies and procurement codes, and are subject to formal approval by the BOS.
- L. **Coordination of Education Providers:** Coordinate activities with education and training providers;
- M. **Budget and Administration:** Develop and approve a budget for the activities of the MCWDB and the services provided in the County's workforce system consistent with the local workforce development plan and the duties of the MCWDB under WIOA, and in a manner that maximizes resources for direct services; Should the MCWDB fail to approve a budget within 60 days of the beginning of a fiscal year, the BOS or its designee shall develop and implement a budget; and

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- N. **Accessibility for Individuals with Disabilities:** Annually assess the physical and programmatic accessibility of all one-stop centers in the local area in accordance with the Americans with Disability Act of 1990.

### Section 2. Methods

The MCWDB shall perform all duties in accordance with these methods:

- A. *Convener* – Bring together business, labor, education, and economic development to focus on community workforce issues.
- B. *Workforce Analyst* – Understand and disseminate current local and regional labor market and economic information and trends.
- C. *Broker* – Bring together systems to solve common problems, or broker new relationships with businesses and workers.
- D. *Community Voice* – Advocate for the importance of workforce policy, providing perspective about the need for and availability of skilled workers.
- E. *Capacity Builder* – Enhance the local workforce development area's and planning region's ability to meet the workforce needs of local employers.

## ARTICLE V. STAFFING AND SUPPORT

### Section 1. Staffing and Support

- A. Necessary staffing and support of the MCWDB shall be funded by WIOA funds and is subject to approval by provided by the the BOS- or their designee through HSD.
- B. MCWDB staff shall include ~~one (1) staff member necessary~~ to support the activities of the MCWDB. Staffing levels shall be determined during the annual budget development process, who shall be responsible for preparing and distributing agendas for all public meetings, maintaining an official membership list, attendance records, a record of all actions of MCWDB, minutes of all public meetings, and other documents of the MCWDB and its committees.

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## ARTICLE VI. MEMBERSHIP

### Section 1. Composition and Size

- A. The MCWDB shall be comprised of private business sector and public sector members.
- B. The Board membership shall be representative of the local area's geography and business demographics.
- C. To the greatest extent possible, the MCWDB will seek to have a membership diverse in gender and ethnicity.
- D. The membership of the Board shall be kept to the smallest number possible by having members represent more than one category wherever possible and as permitted by WIOA.

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- E. An individual may serve as a representative of more than one membership category if the individual meets all the criteria for representative in accordance with WIOA.
- F. At least 51% of members shall be representatives of business in the local area who:
1. Are owners of businesses, chief executives or operating officers of businesses, or other individuals with optimum policymaking or hiring authority;
  2. Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality work-relevant training and development opportunities to its workforce or the workforce of others in the case of organizations representing business;
  3. Are appointed from among individuals nominated by local business organizations and business trade associations; and
  4. At least two (2) members must represent small business as defined by the U.S. Small Business Association.
- G. At least 20% of the members must be workforce representatives with optimum policymaking authority. These representatives:
1. Must include at least two (2) representatives of labor organizations, nominated by local labor federations or other representatives of employees;
  2. Must include at least one (1) representative of a joint labor-management, or union-affiliated, registered apprenticeship program within the local area who must be a training director or member of a labor organization. ~~If no union-affiliated registered, apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed;~~
  3. May include one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
  4. May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
- H. The balance of the Board membership shall include individuals with optimum policymaking authority, as follows:
1. At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the local area;
  2. At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
  3. At least one (1) representative from economic and community development entities;
  4. At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

5. At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
- I. Members under the category referenced in Article VI, Section 1-H of these bylaws may also include additional local area representatives appointed by the BOS from:
  1. Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
  2. Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
  3. Local area philanthropic organizations; and,
  4. Other appropriate individuals based on the WIOA law and regulations as determined by the BOS.

~~J.~~ ~~At least (1) representative from HSD shall be appointed by the BOS.~~

~~K.~~ Members of the MCWDB shall not be permitted to delegate any duties to proxies or alternates.

~~L.~~ Membership on the MCWDB shall be on an unpaid, volunteer basis.

~~M.~~ No matter how many membership categories an individual represents, the individual is only entitled to one vote.

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### Section 2. Nominations

~~A.~~ ~~The CEO is responsible for MCWDB member recruitment and nominations.~~

~~B.~~ ~~At the request of the CEO, the MCWDB, or its designee, may assist in the solicitation of applications and nominations for MCWDB membership in accordance with representation needed.~~

~~A-C.~~ Nominees who are intended to serve as representatives of business in the local area must be appointed from among individuals nominated by business organizations and business trade associations.

~~B-D.~~ Nominees who are intended to serve as representatives of labor must be appointed from among individuals nominated by local labor federations.

~~E.~~ For the other mandated categories, nominees must be appointed from among individuals nominated by a senior executive from the agency or institution of employment or affiliation.

~~F.~~ ~~For the mandatory category of adult education and literacy, a solicitation of nominations will be based on a solicitation of Local Workforce Area providers of adult education and literacy activities under WIOA Title II.~~

~~G.~~ ~~For the mandatory category of higher education institutions, a solicitation of nominations will be based on a solicitation of institutions of higher education providing workforce development activities.~~

~~H.~~ ~~D.~~ For the non-mandated categories, a solicitation of nominations will be handled by:

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

1. Solicitation of community-based organizations (CBOs). Representative nominations from local CBOs must be qualified by being workforce-centered and having demonstrated positive performance for at least three to five years in the community.

2. Solicitation of nominations from other optional representatives with a workforce mission/focus must hold promise for beneficial partnerships.

I. Nominees shall meet the qualifications of the membership category for which they are applying. Nominees shall confirm their qualifications for the membership category for which they are applying in writing. Nominating organizations shall confirm the same.

J. Members shall notify the MCWDB and the Maricopa County Clerk of the Board~~HSD~~ if they no longer meet the qualification criteria required by WIOA for their position on the MCWDB.

K. ~~All vacancies shall be publically noticed on the HSD website for at least one week prior to the deadline for applications. When vacancies occur, HSD shall notify the Maricopa County Clerk of the Board (COB) on behalf of the BOS.~~

L. ~~All vacancies shall be publicly noticed on the Maricopa County website.~~

Written applications and, when applicable, nominations must be submitted to ~~HSD~~the Maricopa County Clerk of the Board.

J. ~~HSD in consultation with the Chair shall review nominations and jointly confirm eligibility of the nominee(s). They may receive input from interested parties. After confirming eligibility of an acceptable candidate, HSD shall present the name of a recommended nominee for a position to the COB on behalf of the BOS for review and approval.~~

### Section 3. Appointments

A. ~~A.~~The BOS shall appoint each member of the MCWDB.

A-B. ~~Notification of appointments will be evidenced within the minutes of the BOS meetings.~~

### Section 4. Term of Office

A. ~~The BOS shall initially retain and appoint the WIA Maricopa Workforce Connections board members, as long as they meet the WIOA criteria, to the MCWDB until June 30, 2016.<sup>‡</sup> The nomination process shall be effective to all subsequent appointments.~~

B. ~~Of those members initially appointed, one third (1/3) shall be appointed to a one year term, one third (1/3) shall be appointed to a two year term, and one third (1/3) shall be appointed to a three year term by the BOS. The appointment terms shall be proportionately distributed in each category of membership and determined by lot.~~

C-A. ~~Thereafter, m~~Members appointed to the MCWDB shall serve three~~-~~year terms, except vacancy appointees who shall serve the remaining term of their predecessor. Upon expiration of his or her term, any WDB Member may continue to serve until the BOS takes action.

**Commented [LAB(5):** Vacancy notice is not in SGA, so removed here. Notification requirement is listed in section G above.

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**Commented [LAB(7):** Suggest removing, as this is more procedural. The nomination and approval process is sufficiently covered in other areas of this document and SGA.

**Commented [LAB(8):** Consistent with SGA.

**Commented [LAB(9):** Consistent with SGA.

<sup>‡</sup>This is in accordance with the WIOA Technical Amendments Act.

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

~~D-B.~~ Appointments will be staggered to the extent possible to ensure only one-third (1/3) of the membership expires in a given year.

### Section 5. Resignations

- A. Resignation by MCWDB members shall be submitted in writing to the MCWDB Chair, ~~HSD,~~ and ~~the Clerk of the Board~~~~the BOS.~~ A member's resignation is effective when accepted by the BOS.
- B. An agenda item will be placed on the next MCWDB meeting for the MCWDB to acknowledge that member's resignation.

### Section 6. Terminations

~~MCWDB members serve at the pleasure of the BOS.~~ BOS may remove a member for any ~~reason~~ ~~including but not limited to~~ of the following reasons:

- A. Failure to attend MCWDB meetings as required in these bylaws.
- B. Failure to comply with the Conflict of Interest and Ethics as required by WIOA, A.R.S. §38-502 et seq., and Maricopa County Internal Policy HR2421.
- ~~C. Recommendation by HSD in consultation with the Chair based on the following cases:~~
- ~~D-C.~~ Failure of a member to continue to hold the qualifications of membership which were the basis for their initial appointment.
- ~~D. Documented malfeasance, fraud, or abuse.~~
- ~~E. Knowingly and intentionally acting in a manner that prohibits compliance with Federal law, State policy, or requirements set forth by the Workforce Arizona Council (WAC) or Department of Economic Security (DES). Examples include but are not limited to failing to meet deadlines and failing to provide requested information.~~
- ~~E. Failure to represent the MCWDB in a manner deemed appropriate.~~
- F. Removal of a WDB member shall require a formal vote of the BOS.

### Section 7. Vacancies

- A. A member's position on the MCWDB ~~shall~~may become vacant upon failure to attend regularly scheduled meetings as required in these bylaws, his or her death, resignation, by operation of law, or upon removal by the BOS.
- B. All efforts shall be made to fill MCWDB vacancies ~~shall be filled~~ within 120 days of the vacancy by the BOS.
- C. If a vacancy occurs by other than an expiration of term, the vacancy shall be filled by appointment by the BOS for the unexpired portion of the term.
- D. In the event a vacancy cannot be filled within 120 days, ~~HSD-BOS designated staff~~ shall request a waiver in writing to the Director of the State Workforce Development Board with an explanation

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. ~~HSD-Maricopa County~~ must maintain written approval of the waiver request by the Director of the State Workforce Development Board for State monitoring purposes E. Positions will be filled in compliance with WIOA and these Bylaws.

F.    Nominees for a vacancy shall meet the same membership requirement as the outgoing member or the criteria needed to fulfill the Board composition requirements of WIOA.

### Section 8. Reappointments

A. Reappointments are not guaranteed.

~~A-B.~~ Reappointments must be made within 120 days of the term expiration.

~~B-C.~~ The nomination process will be the same as outlined in these bylaws.

### Section 9. Compensation

- A. Members of the MCWDB shall serve without compensation except for any pre-authorized travel expenses incurred in connection with their duties, including transportation, meals, and lodging; in accordance with WIOA and all applicable Maricopa County policies and regulations.
- B. The BOS through ~~the Fiscal Agent~~HSD is authorized to reimburse those expenses identified in (A) post-travel to the extent such expenses are allowable and reimbursable under WIOA and all applicable Maricopa County policies and regulations.

## ARTICLE VII. OFFICERS AND THEIR ELECTION

### Section 1. Officers

- A. The officers of the MCWDB shall be Chair, Vice Chair, and Second Vice Chair.
- B. There may be an Immediate Past Chair of the MCWDB, which shall be a business member of the MCWDB.
- C. There shall be elected one (1) individual to serve in each designated office.
- D. The Chair of the MCWDB shall be selected from among the Business representatives.
- E. The remainder of the officers may be elected from any of the representative groups.

### Section 2. Election and Term of Officers

- A. ~~Except for the initial two (2) elections, a~~ All officers shall be elected for two-year terms by a majority vote of the current membership of the MCWDB.
- ~~B. Initial Election of the Chair, Vice Chair, and Second Vice Chair shall be to serve until June 30, 2016.~~
- ~~C. In order to stagger officer terms, the election for the term beginning July 1, 2016 shall be as follows:~~
  - ~~1. The Chair shall be elected for a two (2) year term.~~



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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

~~2. The Vice Chair and Second Vice Chair shall be elected to a one (1) year term.~~

~~3. Thereafter, all officers' terms shall be for two (2) years.~~

~~D.B.~~ Elections shall be held at the last regularly scheduled meeting of each Program Year.

~~E.C.~~ The terms of office shall begin on July 1 of each year.

~~F.D.~~ At its option, MCWDB may elect an Immediate Past Chair whose term shall be one (1) year.

~~G.E.~~ If a vacancy occurs by other than an expiration of an Officer term, the vacancy shall be filled for the unexpired portion of the term using the process outlined in Section 1 of this Article.

### Section 4. Duties of Officers

A. Chair. The MCWDB Chair shall:

1. Preside over all regular, special, and Executive Committee meetings of the MCWDB;
2. Serve as Chair of the Executive Committee of the MCWDB;
3. Encourage best and broadest participation possible from all Board members;
4. Provide information for the preparation of the agenda for MCWDB meetings;
5. Appoint all committee Chairs and committee members, ~~in consultation with HSD;~~
6. Work cooperatively with HSD-BOS assigned staff to provide information on workforce development in the local area;
7. Review, and/or appoint a MCWDB workgroup;
8. Represent the MCWDB as appropriate; and
9. Assign and delegate such responsibilities as needed.

B. Vice Chair. The MCWDB Vice Chair shall:

1. In the absence of the MCWDB Chair, perform all the duties of the MCWDB Chair; and
2. Assign and delegate such responsibilities as directed by the MCWDB Chair.

C. Second Vice Chair. The MCWDB Second Vice Chair shall:

1. In the absence of the MCWDB Chair and MCWDB Vice Chair, perform all duties of the MCWDB Chair; and
2. Assign and delegate such responsibilities as directed by the MCWDB Chair.

D. Immediate Past Chair. The MCWDB Immediate Past Chair shall:

1. 1. Mentor the Chair in the transition period regarding Board operations.

### Section 5. Removal of Officers

Any Officers may be removed from office for cause and a vote of majority of at least two thirds (2/3) of the current members of the MCWDB.

## ARTICLE VIII. COMMITTEES

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

### Section 1. General

- A. All committees established under the MCWDB shall comply with these bylaws.
- B. The Chair of any Standing Committee shall be appointed by the Chair of the MCWDB for a term coinciding with the MCWDB Chair's term.
- C. All actions of MCWDB Standing Committees, ~~and other ad-hoc committees, and workgroups~~ are advisory to the MCWDB.
- D. Chairs of Standing Committees, in consultation with the MCWDB Chair, shall prepare the agenda for Standing Committee meetings.
- E. Members who are designated as a One-Stop Career Center Operator shall not serve on any Standing Committee that deals with the oversight of the Job Center or One-Stop system or allocation of resources that would potentially be allocated to that member's program or might otherwise be the basis of a conflict of interest as outlined in these bylaws.
- F. Resignations of committee members are effective when accepted by the MCWDB Chair.

**Commented [LAB(11)]:** Recommend using "committee" and "ad-hoc committee" language, as these are referenced in WAC Policy #1.

### Section 2. Executive Committee

- A. The Executive Committee shall be comprised of the following Board members: Chair, Vice Chair, Second Vice Chair, Youth Committee Chair, the Chair of any other Standing Committee, and up to two other MCWDB members appointed at the discretion of the MCWDB Chair.
- B. If the Immediate Past Chair position is filled, this position shall also be on the Executive Committee.
- C. The Executive Committee shall always be comprised of an odd number of members
- D. The MCWDB Chair shall serve as Chair of the Executive Committee.
- E. Responsibilities of the Executive Committee shall include:
  - 1. Report on all action taken by the committee at regularly scheduled MCWDB meetings;
    - i. Emergency actions and all other actions taken by the Executive Committee without the prior approval of the full MCWDB are conditional and subject to either ratification or rescission by the full MCWDB at its subsequent meeting.
  - 2. In consultation with ~~BOS assigned staff~~~~HSD~~, make recommendations for membership to the Youth Committee, Standing Committees, and other committees in compliance with membership requirements as outlined in the WIOA;
  - 3. Determine responsibilities of all Standing Committees, ~~and other ad-hoc committees, and workgroups~~ and review work plans of such bodies; and
  - 4. Perform other duties as the MCWDB may deem necessary.

### Section 3. Standing Committees

- A. The MCWDB shall have at least one Standing Committee, which is the Youth Committee.

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

- B. To the extent possible, Standing Committees shall be comprised of the required MCWDB representative categories as outlined in WIOA.
1. Each Standing Committee shall be chaired by a member of the MCWDB.
  2. Each Standing Committee shall have one (1) non-member of the MCWDB.
    - i. This individual must have appropriate experience and expertise for the Standing Committee they are appointed to.
    - ii. This individual shall be voting members of the Standing Committee they serve on.
  3. Each Standing Committee shall have a minimum of three (3) MCWDB members appointed to serve on the committee.
- C. All members of Standing Committees shall be appointed by the MCWDB Chair in consultation with the Executive Committee and HSD&BOS assigned staff.

### Section 4. Youth Committee

A. The Youth Committee shall be a WDB Standing Committee comprised of a minimum of five (5) members appointed by the WDB.

A-B. Responsibilities of the Youth Committee shall may include, but not be limited to the following:

- ~~1. Conduct monitoring and evaluation of youth services, activities and grants or contracts funded by the WIOA and other funding procured by the MCWDB;~~
1. Identify eligible providers of youth workforce development activities by:
  - i Exercising the option described in CFR 681.400 to have the grant recipient provide directly some or all of the youth workforce investment activities; and/or
  - ii Choosing to competitively award grants or contracts to youth service providers to carry out some or all of the youth workforce investment activities;
2. Inform, assist, and make recommendations to the Executive Committee and the full MCWDB in developing and overseeing a comprehensive youth program, including disconnected youth and eligible providers for those programs;
3. Foster integration and collaboration of youth activities in the local workforce development area;
4. Recommend system enhancements to ensure a broad range of services and opportunities for youth, including disconnected youth;
5. Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth; and
6. Provide leadership and support for continuous quality improvement efforts for youth services programs.
- ~~3. and~~
4. Report back to the full MCWDB on issues as directed by the full MCWDB.

B-C. The term of each Youth Committee member shall coincide with the term of the MCWDB Chair.

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

### Section 5. Other Ad-Hoc Committees

- A. The MCWDB may from time to time establish other ad-hoc committees to assist the MCWDB in carrying out its duties or current work.  
~~The MCWDB Chair may from time to time establish workgroups to assist the MCWDB in carrying out its duties or current work and appoint a MCWDB member as Chair of that workgroup.~~
- B. ~~Ad-hoc committees~~Workgroups may include individual(s) who are not appointed to the MCWDB so long as the MCWDB Chair determines the individual(s) has expertise in the topic/task of such body.
- C. All members of other ad-hoc committees shall be appointed by the MCWDB Chair in consultation with the Executive Committee and ~~HSD~~BOS assigned staff.

## ARTICLE IX. MEETINGS

### Section 1. Public Meetings

- A. All meetings of the MCWDB, including its committees ~~and workgroups~~ shall be conducted in compliance with Open Meeting Law (Arizona Revised Statutes 38-431 et seq.). Meetings shall be open, and it shall be a stated policy that interested citizens or groups will be heard on workforce development matters.
- ~~B.~~ Where these bylaws and other applicable law do not afford an adequate procedure in the conduct of a meeting, the MCWDB Chair may refer to Robert's Rules of Order as a guide.
- ~~B-C.~~ The MCWDB shall meet not less than six times per year.
- D. Regular meetings of the MCWDB and its standing committees as determined by the Executive Committee shall be published in an annual schedule of meetings in June for the period of July 1<sup>st</sup> to June 30<sup>th</sup> of the upcoming program year.
- E. Special meetings of the MCWDB or its committees may be called by the MCWDB Chair or any other officer of the MCWDB.
- F. Phone- and web-based meetings and other use of appropriate technology may be used to promote and enhance MCWDB member participation in conjunction with face-to-face, in-person meetings when applicable. The agenda may state the means of connection to the meeting if participation via phone or other electronic means is being utilized. MCWDB members participating in a telephone conference call or other electronic means shall be clearly identified in the minutes.
- G. The agenda for MCWDB meetings shall be developed by the MCWDB Chair of officer calling the meeting in consultation with HSD staff.
- H. The MCWDB Chair or officer calling the meeting shall be responsible for orderly business of meetings and for calling items on the agenda.
- ~~H-I.~~ Within three (3) business days of any WDB meeting, including its committees and ad-hoc committees, the WDB staff shall make available the meeting minutes on the WDB website.

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

### Section 2. Quorum

- A. A simple majority of appointed members shall constitute a quorum for the transaction of business at all MCWDB and designated standing committee meetings; vacant positions shall not be counted when determining quorum.
- B. A meeting at which a quorum is initially established may not continue to transact business or to discuss business if the quorum is not maintained due to the withdrawal or departure of members.

### Section 3. Voting

- A. Each member of the MCWDB shall be entitled to one vote on an action.
- B. No member of the MCWDB shall cast a vote on any matter which has direct bearing on services to be provided by the member or any organization with which that member is associated, or would otherwise be the basis for a conflict of interest, as outlined in these bylaws.
- C. Action brought before the MCWDB shall be resolved by a vote of a simple majority of the members present, provided a quorum is present.
- ~~C.D.~~ Members recusing or abstaining from a vote shall be counted as "absent" from the vote, so as not to inadvertently affect the desired outcome of the majority of voting members.
- ~~D.E.~~ At the request of any member, or at the discretion of the MCWDB Chair, a roll-call or ballot vote may be taken for any action of the MCWDB. The outcome of voting shall be recorded in the minutes of the MCWDB.

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### Section 4. Attendance

- A. All MCWDB members are expected to attend regularly scheduled meetings.
- B. More than three consecutive absences from regularly scheduled meetings by any member during any 12-month program period (July 1 – June 30) ~~shall may~~ result in the removal of the member from the MCWDB.
- C. Any four absences from regularly scheduled meetings during a twelve-month period by any member during any 12-month program period (July 1 – June 30) ~~shall may~~ result in the removal of the member from the MCWDB.
- D. Within seven (7) days of notification of attendance policies violation a member may provide a written explanation to ~~HSD-MCWDB staff~~ on the reason for the absences.
- E. Exceptions to attendance policies may be made by BOS appointed staff~~HSD~~ due to special circumstances.

## ARTICLE X. CONFLICT OF INTEREST AND ETHICS

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

### Section 1. Conflict of Interest

- A. The MCWDB shall follow Arizona Law on Conflict of Interest as set forth in Arizona Revised Statutes, Section 38-501 et seq.
- B. MCWDB member may not vote on any matter that would provide direct financial benefit to the member or the member's immediate family, or on matters of the provision of services by the member or the entity the member represents.
- C. MCWDB member must avoid even the appearance of a conflict of interest. Prior to taking office, MCWDB members must provide to the MCWDB Chair and to HSD a written declaration of all substantial business interests or relationships they, or their immediate families, have with all businesses or organizations that have received, currently receive, or are likely to receive contracts or funding from the MCWDB. Such declarations must be updated annually or within 30 days to reflect any changes in such business interests or relationships. MCWDB must appoint an individual to review the disclosure information in a timely manner and advise the MCWDB chair and appropriate members of potential conflicts.
- D. Prior to a discussion, vote, or decision on any matter before MCWDB, if a member, or a person in the immediate family of such member, has a substantial interest in or relationship to a business entity, organization, or property that would be affected by any official MCWDB action, the member must disclose the nature and extent of the interest or relationship and must abstain from discussion and voting on or in any other way participating in the decision on the matter. All abstentions must be recorded in the minutes of the MCWDB meeting and be maintained as part of the official record.
- E. It is the responsibility of the MCWDB members to monitor potential conflict of interest and bring it to the MCWDB's attention in the event a member does not make a self-declaration.
- F. In order to avoid a conflict of interest, MCWDB must ensure that the MCWDB's workforce service providers for WIOA Title IB adult, dislocated worker, and youth programs must not employ or otherwise compensate a current or former MCWDB member or MCWDB employee who was employed or compensated by the MCWDB or its administrative entity, fiscal agent, or grant recipient anytime during the previous 12 months.
- G. The MCWDB shall ensure that the MCWDB, its members, or MCWDB staff do not have any supervisory responsibility for the daily activities of its workforce service providers, workforce system partners or contractors. There must be a complete separation between governance functions and operating functions within an organization including different reporting structures.
- G-H. Notwithstanding the foregoing, MCWDB members, or the organizations to which they belong, may receive services as a customer of Maricopa County Workforce Development or any formal workforce system partner.

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### Section 2. Ethics

- A. MCWDB shall comply with the Maricopa County Internal Policy on Professional Conduct (HR2421). MCWDB Members who violate this policy may be removed from MCWDB.

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# MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

## ARTICLE XI. CONFLICT RESOLUTION

- A. Conflict which arises between MCWDB members will be resolved through ~~Article IX, Section 3-C of these bylaws, the MCWDB Executive Committee. If the conflict involves members of the Executive Committee and/or if a resolution cannot be reached by the Executive Committee, then the resolution shall be reached pursuant to the process stated in Article XI, B.~~
- B. Except as may otherwise be provided for by law, or otherwise specifically agreed upon to by service delivery partners and/or consortium partners (Partners), any dispute not involving the question of law that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County's dispute process:
  - 1. Disputes must be Filed with the Program Administrator administering the Program, if one has been appointed, or if not, with ~~BOS assigned staff~~the Assistant Director of HSD.
  - 2. The Program Administrator or ~~BOS assigned staff~~Assistant Director of HSD shall respond in writing to the dispute within fourteen (14) days.
  - 3. The Partners may abide by the decision or may appeal the decision to the County Ombudsman~~Director of HSD~~ within seven (7) days.
  - 4. The decision of the County Ombudsman~~Director of HSD~~ shall be final unless appealed timely pursuant to A.R.S. §12-904.

## ARTICLE XII. AMENDMENTS

### Section 1. Amendments

- A. ~~Amendments to the WDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:~~
  - 1. ~~Be submitted to the Maricopa County Attorney for legal review;~~
  - 2. ~~Approved by the WDB;~~
  - 3. ~~Receive final approval by the BOS.~~
- B. ~~Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all WDB members, the BOS, County Attorney, and will be posted on the ARIZONA@WORK MARICOPA COUNTY website.~~
- A. ~~These bylaws may be amended by the BOS on its own motion or upon request from the MCWDB.~~
- B. ~~Before the MCWDB considers an amendment, the proposed amendment must be:~~
  - 1. ~~Noticed in writing to MCWDB membership 30 days in advance of the meeting at which the amendment is to be considered.~~
  - 2. ~~Reviewed by the Director of HSD and~~
  - 3. ~~Reviewed by MCAO.~~
- C. ~~A request to amend these bylaws must be approved by a majority of the MCWDB. Once passed, the request shall be forwarded to the BOS. An amendment is effective only when approved by the BOS.~~

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## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD BYLAWS

### ARTICLE XIII. SEVERABILITY

If any part of these bylaws is held to be null and/or void, the validity of the remaining portion of the bylaws shall not be affected.