



**PARTNERSHIP AGREEMENT
BY AND BETWEEN
THE CHIEF LOCAL ELECTED OFFICIAL
AND THE**

UPPER CUMBERLAND LOCAL WORKFORCE DEVELOPMENT BOARD, INC

The purpose of this agreement between the Chief Local Elected Official (CLEO) and the Upper Cumberland Local Workforce Development Board, Inc (UCLWDB) is to provide guidance on the roles and responsibilities of each party in the governance of the Upper Cumberland Local Workforce Development Board. The term of this agreement will be for two (2) years from the date of signature.

Section I. Local Board Membership

The CLEO will work to establish a Local Board that reflects the requirements outlined in WIOA Section 107(b)(2) as well as the demographic nature of both business and population within the local area. All Board members should be in positions of optimum decision-making authority within the entities they represent.

A. Local Board Composition-WIOA Section 107(c)(1)(A) authorizes the CLEO to appoint members of the LWDB in accordance with the criteria established under WIOA Section 107(b). The Upper Cumberland Local Workforce Development Board shall, at a minimum, have the following representation:

1. Business- A majority of members must be representatives of businesses within the local area who are owners, chief executives or operating officers, or other business executives, or employers with optimum policy making or hiring authority.
2. Workforce- Not less than twenty (20) percent of the members must be workforce representatives within the local area. Included must be two or more representatives

of labor organizations and one or more representatives of a joint labor-management registered apprenticeship programs.

3. Education- At least one member must be a representative of an entity administering education and training activities in the local area. Additionally, at least one member must be a representative of a provider of adult education and literacy activities under Title II of WIOA. Finally, at least one member must be a representative of an institution of higher education that provides workforce training (including community colleges).
4. Governmental or Community Development- The members must include at least one representative from economic or community development entities within the local area; one representative from the State Employment Service Office, under Wagner-Peyser, serving the local area; and one representative from programs carried out under Title I of the Rehabilitation Act of 1973.

The CLEO may appoint, at his/her discretion, other individuals to the Local Board who represent local agencies or entities administering transportation, housing and public assistance, or philanthropic organizations. The CLEO will strive to establish a Local Board that reflects the diversity of the counties that comprise the Upper Cumberland Local Workforce Development Board. For example, rural districts shall be represented in proportion to their influence on the local area. Board members from these districts shall exhibit the demographic diversity of the counties within their respective local area. The CLEO will ensure UCLWDB representation is fair and equitable across all counties within the area in accordance with applicable Workforce Services policies.

B. Nominations of Individuals to Local Board

1. Nomination- The CLEO shall solicit nominations for UCLWDB member positions that represent business, labor, and education shall require the head official from one of the organizations pertaining respectively to business, labor, or education to perform the following tasks:
 - i. Sign the Workforce Development Board Nomination form; and
 - ii. Sign a letter identifying the individual being nominated by his or her organization. This letter must also acknowledge the nominee's optimum policy making authority and include documentation in the form of a short account of their career and qualifications, resume, or work history supporting the qualifications of the nomination; and
 - iii. Submit this signed letter to the CLEO of the UCLWDB. Anyone making any other nominations or recommendations for other representative positions on the local board shall follow the same procedures as above (i.-iii).
 - iv. Composition of UCLWDB members should reflect the demographic makeup of the local area. The most recent US Census is the best source for identifying respective demographic information.

2. Appointment- UCLWDB member appointments must be signed by the CLEO and submitted to the Administrative Entity. The CLEO has final authority on all Board appointments.
3. Change in Status- Any UPLWDB member who no longer holds the position or status that made them eligible Local Board members must resign or be removed by the CLEO immediately as a representative of that entity.
4. Terms- At the CLEO's discretion, members shall be appointed for a one (1), two (2), three (3), or four (4) year(s) term length. The terms of the UCLWDB members will be staggered so that only a portion of the membership expires in a given year. Members may be reappointed in succession.
5. Mid-Term Appointments- An UCLWDB member replacing an out-going member mid-term will serve the remainder of the out-going member term.
6. Vacancies- UCLWDB vacancies shall be filled within a reasonable amount of time of the vacancy. The CLEO is authorized to make all reappointments of members.
7. Removal by CLEO- UCLWDB members shall be removed by the CLEO if any of the following occurs:
 - i. Documented violation of the conflict of interest policy;
 - ii. Failure to meet UCLWDB member representation requirements defined in the Workforce and Innovation Opportunity Act;
 - iii. Documented proof of fraud and/or abuse.
8. Removal by Vote- Any member of the UCLWDB may be removed for cause by a two-thirds (2/3) vote at a meeting, at which quorum is present, in accordance with this article. Removal of a member shall also constitute removal as an Officer of the Board and as a member of all committees of the Board. Intent to remove a member must be stated in the call of the meeting and provided to all voting members at least five (5) days prior to the meeting. Cause for removal shall include:
 - i. Missing three consecutive meetings;
 - ii. A change in employment that results in a change of membership classification;
 - iii. Failure or refusal to work cooperatively with the Board and abide by the By-Laws;
 - iv. Other causes as determined by the Board.
9. Prohibited Members- Employees of entities serving as the fiscal agent, UCLWDB staff, one stop operator, and American Job Centers career service providers are prohibited from serving on the UCLWDB. All persons nominated to the Board shall be required to review and execute the UCLWDB Conflict of Interest Policy Statement prior to performing Board activities.

Section II. Relationship between the CLEO and the Local Board

A. Responsibilities of the CLEO- The CLEO shall have all signatory authority to execute binding agreements pertaining to WIOA including plans, agreements, and grants under Section 107 of WIOA. The major responsibilities of the CLEO include the following:

1. Appointment of members to the Local Board- The CLEO is authorized to appoint members of the Board in accordance with criteria established by the Governor in partnership with the State Workforce Development Board. This process is documented in Section I(B) of this agreement.
2. Submission of regional and local plans- The CLEO, in partnership with the Board and its staff, shall develop and submit to the Governor a local plan every four (4) years. The local plan shall support and be consistent with the strategy described in the state plan. If the local area is part of a planning region, it shall also submit a regional plan. At the end of the first two years of the four-year plan, the CLEO and the Board shall review the local plan and submit modifications to reflect any changes in the labor market or economic conditions of the area.
3. Act as local grant recipient for allocated funds- The CLEO shall serve as the grant recipient for, and shall be liable for any misuse of, the funds allocated to the local area.
4. Appointment of Fiscal Agent- The CLEO may designate an entity to serve as the local fiscal agent or local grant subrecipient for WIOA funds. Such designation shall not relieve the CLEO of the liability for any misuse of grant funds. The role of the fiscal agent is outlined in the Interlocal Agreement.
5. Approval of the designation and certification of One-Stop Operator(s)- The UCLWDB, with the agreement of the CLEO, is authorized to designate or certify One-Stop Operator(s) and to terminate for cause the eligibility of such operators as consistent with the approved State Plan.
6. Develop Memorandum of Understanding with the One-Stop partners- The UCLWDB, with the agreement of the CLEO, shall develop and enter into a memorandum of understanding by and between the Board and its One-Stop partners detailing the operation of the One-Stop delivery system within the local area.
7. Oversight of the One-Stop service delivery system- The UCLWDB, with the agreement of the CLEO, shall conduct oversight of the One-Stop service delivery system within the local area as consistent with the approved State Combined Plan.

8. Approval and oversight of the Board budget- The UCLWDB shall develop an annual budget for the activities of the Upper Cumberland Workforce Development for each fiscal year consistent with the local plan. Budget is subject to the approval of the CLEO, after review and input from all LEOs.
9. Designation and certification of the LWDA- The CLEO is responsible for requesting official designation of the local area.
10. Provide input to establish the by-laws of the UCLWDB- The CLEO must establish by-laws for the UCLWDB which are consistent with State policies for Board membership.
11. Negotiate and reach agreement on local performance measures- The UCLWDB, the CLEO, and the Governor's designated representative shall work together to negotiate and agree upon local performance accountability measures for the local area.
12. Establish agreements between the LEOs and between the LEOs and UCLWDB- The CLEO is responsible for the development and implementation of the Interlocal Agreement between all LEOs and the Partnership Agreement between the LEOs and the UCLWDB.
13. Set Meeting Agendas- The CLEO will set UCLWDB meeting agendas based on feedback from the UCLWDB Executive Committee and Board Staff. The CLEO will also set the agenda for meetings of the Consortium of LEOs based upon feedback from the LEOs and the Board staff.
14. Other Activities- The CLEO will conduct other activities as required by WIOA or TDLWD.

B. Responsibilities of the Local Workforce Development Board-The major responsibilities of the Local Board, in partnership with the local Consortium, (defined as keeping informed) shall include:

1. Set UCLWDB Vision- The UCLWDB shall, with the guidance of the Consortium, develop a vision and goals for UCLWDB that are aligned with the vision and goals of the Governor and TDLWD.
2. UCLWDB System Organization -The UCLWDB is responsible for organizing the workforce system to most effectively serve the needs of current and emerging private sector employers and job seekers. The UCLWDB will work with and seek feedback from the CLEO and Consortium of LEOs to ensure local employer needs are recognized and resources are fully utilized for maximum workforce development across the UCLWDB.

3. Meet Needs of Area Employers-The UCLWDB will seek to provide comprehensive services to private sector employers in order to meet their industry and employment needs.
4. Negotiate Local Performance Accountability- The UCLWDB will negotiate and reach agreement with the TDLWD on local performance accountability measures. Once set, the UCLWDB will determine how best to deploy available resources to achieve negotiated local performance accountability measures and build capacity for continuous improvement.
5. Create and Encourage Strategic Partnerships- The UCLWDB will focus on expanding the resource base and service capabilities through the development of strategic partnerships, in integrated service delivery system, and generation of additional funding (i.e., special statewide funding, non-formula grants, etc.)
6. Selection of the one-stop operator(s) and service providers- The UCLWDB, with agreement from the CLEO, shall procure, through a competitive process, the area one-stop operator and may terminate for cause the eligibility of one-stop operators. The UCLWDB is also charged with selection of other service providers, including eligible providers of youth activities and Adult and Dislocated Workers by awarding grants or contracts on a competitive basis.
7. Area Policy Development- The UCLWDB and its staff shall develop policies and By-laws in accordance with TDLWD guidance and submit to the Board for approval and adoption.
8. Define Responsibilities – The UCLWDB will secure Interlocal Agreement between the Consortium of LEOs and the UCLWDB that specifies the roles of the Consortium and the UCLWDB and how each will carry out their responsibilities for governance and oversight of activities within the area.
9. Develop Area Operations Budget- The annual UCLWDB budget is prepared by Board Staff, reviewed and amended by the Executive Committee of the Board, subject to approval by the CLEO, and then submitted to the full Board for majority (51%) vote on approval. Once approved by the Board, the annual budget will be presented by the CLEO to the Consortium for review and approval, as outlined in the Interlocal Agreement, for the purpose of carrying out the duties of the UCLWDB.
10. Approve One-Stop Operator Budget- The UCLWDB shall review and approve the local one-stop operations budget.
11. Secure Partners MOU- The UCLWDB will develop a Memorandum of Understanding between the area partners to define roles and responsibilities.

12. Local Area Coordination- The UCLWDB will coordinate the workforce activities authorized under WIOA with local economic development strategies and develop employer linkages with those activities.
13. Oversight- The UCLWDB will conduct oversight of the local one-stop system and local programs of youth, adult, and dislocated workers activities authorized under Title I of WIOA, as further defined in Section III of this Agreement.
14. Encourage Area Engagement- The UCLWDB shall seek to promote the participation of local private sector employers through the statewide workforce development system. The Board should also serve as the designated regional convener in addressing workforce development issues, including but not limited to WIOA activities.
15. Meetings of the Board- The UCLWDB will meet as needed, at least quarterly (four times per year), at times and locations designated by the CLEO. The meeting agendas will be set by the CLEO with input from the Board Staff. In general, meeting agendas will include, but not be limited to, financial reports that reflect actual expenditures and their relationship to the approved budget as well as workforce program outcomes and their relationship to negotiated performance levels.
16. Other Activities- The UCLWDB shall perform other activities as required by WIOA, Section 107 (D) or by the Governor.

Section III. Monitoring, Performance, and Oversight of LWDA

The CLEO, along with the Consortium of LEOs, will monitor and review the performance of the UCLWDB to ensure that each county's workforce goals and needs are being addressed. Annual meetings with representatives from each county, including their respective LEOs, will be held to discuss the unique needs and expectations within the fourteen (14) counties. In addition, each UCLWDB meeting (of which all LEOs are encouraged to physically attend or review electronic minutes) will include detailed presentations from the Fiscal Agent, OSO/Service Provider and the Executive Director.

The CLEO, along with the Consortium of LEOs, and the UCLWDB will monitor the performance of the One-Stop System to ensure the system maintains an efficient and effective capacity to serve the area. The Board shall establish a Monitoring Policy which shall be carried out by its direct staff. The Monitoring Policy documents requirements for conduct oversight of programs and services, ensures the appropriate use and management of funds, and maximizes area performance under WIOA Section 116. The Board will utilize a monthly "grade card" from Workforce Services to measure performance in the areas of Minimum Participant Cost Rates (MPCR), meeting the 20% obligation on Youth work-based experience, fiscal agent timely reports,

and timely invoice payments by the fiscal agent. Additional monitoring tools will ensure compliant administration of WIOA funds and activities and will include the following:

1. Reports- UCLWDB will generate, maintain, and submit proper reports relating to its operations and expenditures. All fiscal agent reports and invoices will be paid/submitted within the time frame requested by TDLWD.
2. Management Information Systems- UCLWDB will monitor and validate the data reporting within the AJC system.
3. Monitoring of Local Contracts- The Monitoring Policy of the UCLWDB includes a system of monitoring contracts to ensure compliance in regard to deliverables, performance, allowable expenditures, efficiency and effectiveness, and overall allowable activities. Oversight of contracts will include reviewing the performance of the OSO, service providers and employers.
4. Transparency- UCLWDB shall submit all requested reports and information to TDLWD in an accurate and timely manner.

Section IV. Local Board Budget Approval

Budget preparation and presentation is an annual process in accordance with WIOA Section 107 (d)(12)(A) only after notification from the TDLWD of allocations to the local area. The annual budget of the Upper Cumberland Local Workforce Development Board is prepared by staff to the Board, reviewed and amended by the Executive Committee of the Board, subject to approval of the CLEO, and then submitted to the full Board for majority (51%) vote on approval. Once approved by the Board, the annual budget will be presented by the CLEO to the Consortium (typically in a June meeting) for review. The CLEO will give the Consortium opportunity to voice support or opposition to the budget and will forward comments to the Executive Committee for advisement. The Executive Committee will determine if the LEOs request(s) call for amendment to the Budget, subject to approval by the CLEO and majority vote by the full Board.

The UCLWDB will constantly review the budget status through monthly and quarterly financial performance reports. Each UCLWDB meeting shall include a detailed report from the Fiscal Agent and members will have the opportunity to ask questions of the Fiscal Agent regarding the budget status.

In addition to funds allocations from the TDLWD, the UCLWDB will seek additional funding opportunities (i.e., special statewide funding, non-formula grants, etc.) by focusing on expanding the resource base and service capabilities through the development of strategic partnerships. Special projects and additional funding opportunities will be presented by the Board Staff to the UCLWDB for a majority (51%) approval vote.

Section V. Communication

Communication between the Local Board, CLEO and Consortium of LEOs is encouraged and conducted through the normal course of business as deemed necessary by the members. Communication responsibilities shall include:

- A. Communications between the CLEO and the Board-** The CLEO shall serve on the Local Board Executive Committee and will remain actively apprised of all UCLWDB business. The CLEO, as the representative of the Consortium, shall work to facilitate communication and provide responses concerning the needs of cities and counties within the area to the UCLWDB.

- B. Communications between the Board and the local Consortium-** In seeking to address the workforce development needs of the area, the UCLWDB will meet with the Consortium of LEOs as necessary but, not less than quarterly (four times annually) at such place and time within the region as designated. At the CLEO's discretion, meetings may take place in conjunction with the UCLWDB quarterly meetings. Additionally, LEOs are encouraged to attend Board meetings regularly and remain apprised of Board activities through the Upper Cumberland Local Workforce Development Board website. Meeting notifications and approved minutes will be posted on the website with the LEOs being notified via email when they have been posted.

Section VI. Amendments:

This Partnership Agreement may be amended to accommodate changes that arise in the administration of the UCLWDB. A request for changes to the Agreement should be in the form of a written letter addressed to the CLEO. The request shall state the area of concern and reason for requested change. Upon receipt, the CLEO will conduct discussions and good faith negotiations with the UCLWDB regarding any proposed changes. Five (5) business days post receipt of the letter requesting changes, the CLEO may call for a vote on amendment. This Partnership Agreement may only be amended by a two-thirds (2/3) vote of the Board where quorum is present. Amended Partnership Agreements will be submitted to the UCLWDB, staff to the Board and the TDLWD.

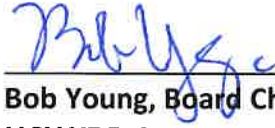
Section VII. Authorized Signatures

Approved, effective June 14, 2022.



Randy Porter, CLEO
UCLWDB, Inc

Date: _____



Bob Young, Board Chairman
UCLWDB, Inc

Date: 6-14-22