

**PARTNERSHIP AGREEMENT BY AND BETWEEN THE
CHIEF LOCAL ELECTED OFFICIAL OF THE
NORTHERN MIDDLE TENNESSEE LOCAL WORKFORCE DEVELOPMENT
AREA AND THE NORTHERN MIDDLE TENNESSEE LOCAL WORKFORCE
DEVELOPMENT BOARD**

A. Purpose of the Agreement

This Agreement, by and between The Chief Local Elected Official (CLEO) of the Northern Middle Tennessee Local Workforce Development Area (Area), which includes the following counties: Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson County, and the Northern Middle Tennessee Local Workforce Development Board hereinafter referred to as the Board, pursuant to the Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128 (Act). This agreement shall be effective on the date it is signed by both the CLEO and the Chairperson of the Board and cannot exceed two (2) years from the beginning date.

This Agreement provides guidance on the nomination and appointment of members to the Board. This Agreement defines that the CLEO has sole appointing authority and must solicit nominations in order to fill Board vacancies. The Agreement also defines the budget approval process and describes how meeting agendas will be set, how the Board will work with the CLEO to discuss and execute the strategy, vision, and goals for the Area.

B. Local Board Membership

The Board is constituted with the following specified shares as follows.

Cheatham	1	Rutherford	2
Davidson	4	Stewart	1
Dickson	1	Sumner	1
Houston	1	Trousdale	1
Humphreys	1	Williamson	2
Montgomery	2	Wilson	1
Robertson	1	State Appointments	4

Calculations may be adjusted by agreement of the Consortium and in accordance with the Act.

- i. CLEO has sole authority to appoint members of the LWDB under WIOA Sec 107 (c)
- ii. CLEO is to immediately remove any LWDB member, who does not resign, if that member becomes ineligible to serve on the LWDB
- iii. CLEO is authorized to, and must make all reappointments of LWDB members in a reasonable amount of time of the term of expiration

NOTE: Employees of the entities serving as the fiscal agent, Board staff, One- Stop Operator, and American Job Center career service providers are prohibited from serving on the Board.

C. Terms

Members shall be appointed for fixed and staggered terms of no more than 3 years. The member may continue to serve in good standing until reaffirmed or replaced. There is not a limit on the number of successive terms that can be served. Any vacancy in the membership of the Board shall be filled in the same manner as the original appointment. Where applicable, successor appointments will serve the remainder of the vacancy term.

D. Change in Status and Removal

Any member of the Board shall be removed for cause when such member: no longer holds the position or status as an eligible Board member as described in Section 107(b); or, has been determined by the Board to have violated conflict of interest rules; or, has been determined by the Board to have committed fraud or abuse in such members capacity as a member of the Board. Board members may be removed for other factors as determined by the Board By-Laws section 5.4.

E. Board Representation

A majority of the Board shall be representative of the private sector, which shall be owners or chief executives of businesses, or other business executives or employers with optimum policymaking or hiring authority. They shall represent businesses with employment opportunities that reflect the employment opportunities of the local area; and they shall be appointed from among persons nominated by local business organizations and business trade associations. The Chairman of the Board shall be a representative of the private sector and shall be selected by the membership of the Board.

F. Appointment

The CLEO shall appoint the remaining members of the Board after consultation with Consortium members in accordance with Section 107(b) of the Act. These remaining members shall reasonably represent the local area as a whole and shall represent entities providing education and training activities, labor, economic and community development entities, representative from the State unemployment service office, and others. Member replacements mid-term will serve the remainder of the outgoing member's term. Cleo shall fill vacancies within the subsequent calendar quarter. The Consortium shall solicit nominations for membership appointment to the Board. Such nominations shall be consistent with the requirements of Section 107(b)(5). Proposed nominees shall be appointed by the appropriate elected official described above, and submitted by the Northern Middle Tennessee Local Workforce Development Board, on behalf of the Consortium, to the Governor for certification in accordance with Section 107(c)(2) of the Act.

G. Relationship between CLEO and the Board

Role of the Board

- a. Develop a local WIOA Plan and conduct research and labor market analysis. (The Board may also develop the Regional WIOA Plan)
- b. Convene partners, leverage resources and engage employers
- c. Develop career pathways, leverage technology and lead promising practices
- d. Conduct program oversight and negotiate performance measures
- e. Select One-Stop Operators and service providers
- f. Coordinate education and training providers
- g. Develop budgets and monitoring standards
- h. Ensure programmatic access for those with disabilities throughout the AJC

Role of the Elected Officials

- a. Appoint members of the Board and approve regional and local plans
- b. Grant recipient and liable for funds allocated to the local area
- c. Appoint fiscal agent and administrative entity
- d. Approve One-Stop Operators and has oversight of the AJC system
- e. Approve Board budget and negotiate performance
- f. Request Board designation and provide Board Bylaw input

Regional and Local Plan Requirements

The Board will be responsible for the development of the Area and regional plans, and any amendments or modifications, as described in Section 108(b)(1) of the Act. The Board, on behalf of, and with the approval of the Consortium, will approve such plans and any amendments or modifications. The plans will be available for review and comment by the Consortium and their constituents for a minimum period of fifteen (15) days prior to approval. The Regional and Local plans will follow the state's vision of; 1. Creating an integrated intake system to efficiently deliver services, 2. Create a shared vision for supporting Tennesseans with the greatest barriers to enter the workforce, 3. Create a trained workforce that meets industry's needs, 4. Create new dashboards to measure effectiveness of the integrated workforce strategy, 5. Create a simple and effective engagement experience for all candidates. The Regional and Local Plans will follow the state Workforce Services Policy: Regional and Local Plans effective April 3, 2020.

Selection of One Stop Operator(s)

Pursuant to Section 107(d)(10), the Board with the agreement of the CLEO, acting with the approval of the LEO Consortium, shall designate and/or procure a one-stop operator and career service provider.

Local Board Policy

Pursuant to Section 107(d) the Board shall have the authority to develop

such Local Workforce Development Area (LWDA) policy as it determines necessary to carry-out workforce development activities under the Act. Any such policy(s) shall be consistent with the Act, and approved by a majority of the members of the Board at a regularly held meeting.

The NMTLWDB meeting agendas shall be determined by the Executive Committee with input from the CLEO and facilitated by staff to the Board. Quarterly meeting agenda items May in part, be determined by new or modified state and Federal policies, guidance and directives. The CLEO and Board shall communicate the vision shared goals, and workforce development needs for the area. The local plan provides the CLEO and Board members the opportunity to review and identify information to support the local area's inputs, outputs and deliverables over a four year timeframe. The plan identifies the workforce development goals of the region. The quarterly meetings will provide the platform and opportunity to disseminate goals and expectations of the Board and stakeholders. Performance metrics will be reviewed, monitored and communicated quarterly as part of the Board meeting agenda. The Board and all LEO's, with input from the CLEO shall conduct at least one joint meeting per annum.

H. Monitoring, Performance, and Oversight of the Area

To provide oversight of WIOA funds, the Board shall provide policy guidance and exercise oversight of activities under the workforce development region in partnership with the Consortium. Policies will serve to ensure consistent guidelines throughout the region. Staff to the Board will monitor program and fiscal files and report to the Board on an annual basis. Policies and monitoring will provide safeguards against misuse of funds. The performance outcome indicators will be provided at each Board meeting. This information will be provided to assess the continued improvement on a specific program or sub-recipient.

I. Local Board Budget Approval:

- a. Pursuant to Section 107(d)(12)(B)(i)(II) of the Act, the Consortium agrees to designate, the Board as the Grant Sub-recipient/Administrative Entity and local fiscal agent for the Area. As such, shall be responsible for the administration of all funds and activities at the direction of the Board pursuant to the requirements of the Act. Such administration shall include the development of the budget, subject to the approval of the Board, to carry-out workforce development activities under the Act. The members of the consortium retain responsibility for appropriate use and distribution of any and all funds allocated to the consortium through such Act and shall be liable for any misuse of the funds in proportion to their representation.
- b. The CLEO, on behalf of and with the approval of the consortium, shall approve the budget for carrying out the duties for and by the Board as mandated by Section 107(d)(12) and for dispersing such funds as may be required to carry out workforce innovation investment activities

funded under WIOA on an annual basis.

J. Selection of the OSO and CSP

The Board, pursuant to the Workforce Innovation and Opportunity Act will competitively procure the One Stop Operator and the Career Service Provider for the American Job Center System. This procurement must meet the criteria outlined in 20 CFR678.605 ensuring an efficient and effective process is in place for the selection of the One Stop Operator and Career Service Provider. The Board will follow the guidelines set in the state Workforce Services policy entitled One Stop Operator and Career Service Provider Procurement updated February 23, 2018. The contract with the provider will outline performance goals and objectives, length of performance targets and corrective action requirements. The Board with assistance of Board staff with guidance of the Board Operations committee will review performance of the Operator and service Provider and report out to the Board on a quarterly basis.

K. Communication

All notices must be given in writing or by electronic communications. Notices of quarterly meetings of the Board will be sent to all LEOs as an invitation to meet jointly with the Board. These notices will be sent through electronic means by the designated member of the staff to the Board and public notice of such meeting will be 30 calendar days. Special meetings of the Board may be called by the Chairperson or at the request of any Board member. Special meetings may also be called upon the written request of five members of the Board. The purpose of the meeting shall be stated in the call and no other business shall be transacted at the meeting. The Chairperson shall fix the time and place and provide notice to all voting members at least five (5) business days prior to the meeting. The notice shall state the location, time and date of the meeting.

L. Term of Agreement

This Agreement shall be effective beginning as of the date of this Agreement and shall continue through June 30, 2022. In no event shall the term of this agreement exceed two (2) years.

M. Accessibility Review

The NMTLWDB assures that all services and programs are accessible to people with disabilities as defined under the Americans with Disabilities Act (ADA) and WIOA section 188 and equal opportunity requirements through a thorough review of each American Job Center with all partners as outlined and in compliance with Workforce Services Policy One Stop Certification. The Boards certification review team completes an on site review of each center and with an analysis of an in-

depth in person review from Vocational Rehabilitation the team along with the One Stop Operator makes any corrective actions required to ensure programs are accessible to people with disabilities. Review is conducted annually to assess operations with ADA guidelines.

N. Local Board Policy

The staff to the Board will draft all Board policies in keeping with WIOA law, Tennessee state law, Tennessee Department of Labor and Workforce Development policies, procedures, and directives as well as aligning with directives from the Tennessee state Workforce Board. Draft policies will be modified and approved by the appropriate committee of the Board and presented to the Board during full meetings for approval in coordination with the CLEO. Robert's rules of order will be in effect during policy discussion, amendments, and final approval of the policy by the Board. The policy will be in effect upon Board Chair date and signature and will be posted on the Boards website.

O. Modification of Agreement

The Agreement may be modified only by a written amendment executed by all parties and their signatories hereto.

P. Change of Official

Notwithstanding the signatories hereto, any newly elected Chief Elected Official or Board Chair, which will become a party to this agreement by virtue of their elected office, shall acknowledge in writing that he or she:

A. Has read, understands, and will comply with the provisions of this agreement; and

B. Reserves the right to request amendments to this agreement.

Q. Performance

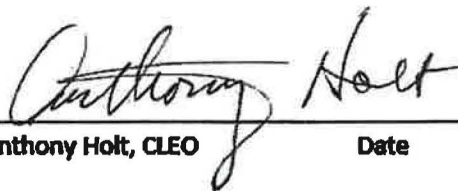
The performance of the parties of any of their obligations under this Agreement shall be subject to and contingent upon availability of funds.

R. Survivability

In the event one section, subsection or part of the Agreement is found to be invalid in its compliance with applicable law, or is contested and successfully challenged in a court of law or other legal forum, only that section, subsection or part that has been affected by such proceedings shall be changed or deleted and the remainder of this Agreement shall maintain its full force and effect and shall remain legally binding on all parties hereto.


**THIS AGREEMENT IS ENTERED
INTO ON BEHALF OF:**

CONSORTIUM

 6/10/2020

Anthony Holt, CLEO Date

BOARD

 6-10-20

John Zobl, Board Chair Date