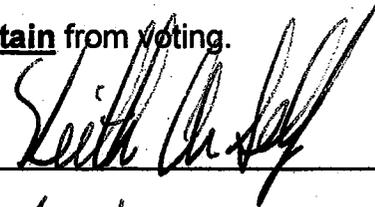




**WORKFORCE DEVELOPMENT BOARD AREA
CHIEF ELECTED OFFICIALS
VOTING BALLOT**

**New Partnership Agreement between the North Central Texas Local Workforce
Development Board and the Chief Elected Officials**

- I **approve** the amendments to update and establish a new Partnership Agreement.
- I **deny** the amendments to update and establish a new Partnership Agreement.
- I **abstain** from voting.

Signed: 

Date: 8/31/12

County/City: Collin

**An appointed designee cannot sign the voting ballot.

Please e-mail, fax or mail this completed form to:

**Lori Berman
North Central Texas Workforce Board
P.O. Box 5888
Arlington, TX 76005
lberman@dfwjobs.com
Fax: 817-640-6480**

CHIEF ELECTED OFFICIALS AGREEMENT

For The North Central Texas Workforce Development Board Area

This agreement is made and entered into by and between the North Central Texas Workforce Development Area Chief Elected Officials (CEOs) who represent units of local government for the North Central Texas Workforce Development Area as defined by Chapter 2308 of the Texas Government Code.

Whereas, the North Central Texas Workforce Development Area Chief Elected Officials entered into an agreement dated February 9, 1996 pursuant to the requirements of Section 2308.253 of the Texas Government Code and hereinafter referred to as the Original CEO Agreement;

Whereas, the Original CEO Agreement has been amended in accordance with its terms on two occasions, Amendment 1 dated May 30, 2003 and Amendment 2 dated November 7, 2006;

Whereas, the Chief Elected Officials desire to further amend the Original CEO Agreement so as to bring the agreement into compliance with the laws of Texas and of the United States which govern the operations of Local Workforce Boards which have from time to time been changed or amended since the execution of the Original CEO Agreement and amendments thereto; and

Whereas, the Chief Elected Officials desire to restate the terms of their prior agreement so as to incorporate all of the amendments of such agreement into a single document to supersede all previous agreements of the Chief Elected Officials;

Now therefore, be it resolved that this new Chief Elected Officials Agreement be made and entered into by and between the Chief Elected Officials for the North Central Texas Workforce Development Area as follows:

I. Composition

The North Central Texas Chief Elected Officials shall include CEOs representing 100% of the workforce area's population and include the Judges for Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell and Wise Counties and the Mayors of any city with a population of at least 100,000, based on current population data from the Texas Workforce Commission.

II. Process Used to Select Lead and Alternate Chief Elected Official

A. The Lead CEO will inform and act in behalf of the other CEOs on matters which do not require CEO approval.

B. Elections will be held annually or when vacancies occur to determine the future lead CEO.

III. Process Used to Select a Chief Elected Official Representative

A. Each Chief Elected Official may appoint a representative who will be charged with the responsibility of representing the interests of the CEO at called meetings including the right to vote on issues presented.

B. All meetings of the Chief Elected Officials will require the establishment of a quorum which shall consist of a majority of the CEOs or their designees. However, designees may not sign agreements or nomination forms on behalf of the CEO.

IV. Initial Size of Local Workforce Development Board

It is agreed that the chief elected officials will appoint no less than 25 Board members and not more than 38 members. Three seats have been designated as regional seats to be nominated by their governing entity and appointed by the lead CEO. These regional seats include the Texas Workforce Commission, the Texas Rehabilitation Commission and the Texas Department of Human Services, the representatives of which must be the Director or Assistant Director of the regional office unless otherwise approved by the Lead CEO. A fourth regional seat is designated for the Child Care System Representative who will be appointed by the Lead CEO.

V. Process to Keep CEOs Informed of Board Activities

A. It is agreed that the workforce area's CEOs will be kept informed of workforce activities through the following means:

- CEOs will be encouraged to attend all local workforce development board meetings.
- CEOs will receive copies of all local workforce development board proceedings.
- CEOs will receive the local workforce development board newsletters (or other publications describing activities within the region).
- CEOs will be informed in writing of any actions taken by the lead CEO.
- As needed, the CEOs will be convened to take necessary action.
- The CEOs' appointees to the local workforce development board will be encouraged to report all Board activities to them.

VI. The Process of Resource Allocation

At the time of this writing, federal workforce development appropriations and area resources are undefined. This, coupled with the uncertainty of state funds and their sources, makes it difficult to determine the allocation process and resource-sharing

procedures among participating counties. These uncertainties aside, this region's Chief Elected Officials agree that:

1. Where funds are allocated to the workforce development area using Federal or State allocation formulas, those formulas will be utilized in allocating funds at the County level. If for any reason it is deemed appropriate to deviate from the formula process used by the funding entity in distributing allocations at the County level, the Chief Elected Official of the affected County must agree in writing to the requested change.

2. Where funds are not formula allocated, a minimum threshold (percent of total or dollar amount) will be allocated to each county, and a formula for funds distribution will be developed by the local workforce development board based upon the nature of the funds as well as the following on a proportionate basis:

- unemployment rates
- level of poverty
- minority population
- total population
- workforce training needs
- literacy levels
- educational needs
- other

In all instances, resource distribution will be carried out fairly and with CEO input to the local workforce development board. In no event will distribution formulas violate either state or federal allocation formulas.

VII. Process Used to Appoint Board Members

The appointment of Local Workforce Development Board members will follow generally prescribed guidelines and include the following, none of which are in conflict with applicable federal or state laws:

- CEOs will appoint 25-38 members, with membership based on county population, and with each county receiving at least one representative.
- the majority of the board's members will be from the private sector.
- private sector representation will result from: (a) nominations from general purpose business organizations totaling 150% of the number required; (b) CEOs will select persons from the nominations received; (C) the appropriate forms will be forwarded to the Texas Workforce Commission for evaluation.
- organized labor and community-based organizations' representatives will constitute at least 15% of the board.
- representatives from the following categories will be appointed to the board according to the number of slots available:

- education (secondary and post-secondary, vocational education practitioners)
- vocational rehabilitation
- public assistance
- employment service
- economic development
- adult basic and continuing education
- local literacy

VIII. Terms of Office

It is agreed that the Local Workforce Development Board members will see staggered three-year terms of office in order to provide continuity of program knowledge. Reappointments will be at the discretion of the CEOs, but attention will be given to maintaining a proportionate "one-thirds balance annually. Resignations leading to a vacancy will be filled through the original process for the duration of the unexpired term.

IX. Acknowledgment of Responsibilities

We, the chief elected officials of the North Central Texas Workforce Development Area, acting as CEOs pursuant to the law, acknowledge that the following are responsibilities and requirements pursuant to the formation of local workforce development boards:

- (I) The local workforce development board will assume the responsibilities for the following committees and councils that will be replaced by the board unless otherwise provided in art. 5190.7a, 4.01(h) V.T.C.S., as amended:
 - private industry council
 - quality workforce planning committee
 - job service employer committee, and
 - local general vocational program advisory committee.
- (II) The board must have its own independent staff and not be a provider of workforce services, unless the board secures a waiver of these provisions;
- (III) The chief elected officials must enter into a partnership agreement with the board to designate a grant recipient to receive and be accountable for block grant funds, and be liable for any misuse of funds;
- (IV) The partnership agreement must also specify the entity that will administer the programs, which may be separate from the entity that receives the funds from the state;
- (V) The partnership agreement must define the process through which the local boards and chief elected officials will develop the strategic and operational plans required by the legislation in order to receive block grant funds; and

- (VI) The local plan must be reviewed by both the Commission and the Council on Workforce and Economic Competitiveness, and approved by the Governor before block grants will be available to the local area.

X. Terms of Agreement

The term of the Agreement shall commence on the date of the Lead CEOs signature below and shall be automatically renewed for two year periods unless any party notifies the rest of its intentions not to renew at least 120 days prior to the expiration of any two year period.

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior agreements and amendments written or oral between the parties respecting and within the subject matter of this agreement. In addition, no other agreement, assertion, statement, understanding or other commitment occurring during the term of this agreement, or subsequent thereto, shall have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as an addendum to, or amendment of, this agreement.

Upon proper execution, this Agreement will be legally valid and binding upon date of final approval.

North Central Texas Workforce
Development Area

BY: _____
Judge Carol Bush
Lead Chief Elected Official

Date: _____

PARTNERSHIP AGREEMENT

Between the North Central Texas Local Workforce Development Board
and Chief Elected Officials

For

The North Central Texas Workforce Development Area

I. PURPOSE OF AGREEMENT

The purpose of this Partnership Agreement is to define the authority, roles, and responsibilities of the Board and the Chief Elected Officials, and to determine the procedures for developing the local workforce plan.

The CEOs hereby charge the Board, to design and implement a locally delivered workforce development system which will enable government, business, education, and labor to provide the Area with a well-trained, highly-skilled, and competitive workforce. The Board, in concurrence with the CEOs will move toward the goals of integration of resources and programs, sustained and meaningful involvement of the private sector, and a training and education system that serves the needs of both employers and the unemployed of the Area.

II. AUTHORITY, ROLES, RESPONSIBILITIES

GENERAL RESPONSIBILITIES OF BOARD AND CEOs

The Board is directly responsible for the strategic and operational planning and administration of workforce training and services funded through the Texas Workforce Commission to the Area. The Board will submit for review and approval by the CEOs the strategic plan annually.

While the Board will be responsible for effective outcomes consistent with statewide goals, objectives, and performance standards approved by the Governor, it is understood that the Area's CEOs will take an active role in promoting an effective workforce program and through the Board, assure the proper use of federal and state funds for program development, implementation, and oversight. In addition, the CEOs will be informed by the Board on all matters of strategic importance including but not limited to: career center implementation, financial stability, program effectiveness, Board membership vacancies, and other matters regarding the program.

Funds Allocation

Resources allocated to the Area will be distributed according to the following:

- 1) Where funds are allocated to the Workforce Development Area using Federal or State allocation formulas, those formulas will be utilized in allocating funds at the county level. If for any reason it is deemed appropriate to deviate from the

formula process used by the funding entity in distributing allocations at the county level, the Chief Elected Official of the affected counties must agree in writing to the requested change.

- 2) Where funds are not formula allocated, a minimum threshold (percent of total or dollar amount) will be allocated to each county, and a formula for funds distribution will be developed by the Board based upon the nature of the funds as well as the following, on a proportionate basis:

- | | |
|--------------------------------|-------------------|
| -unemployment rates | -level of poverty |
| -minority population | -total population |
| -educational achievement rates | -literacy rates |
| -other | |

In all instances, resources will be distributed fairly for program implementation within the counties, and with CEO input to the Board. In no event will distribution formulas violate either state or federal allocation formulas.

Liability

Responsibilities for disallowed costs and other liabilities will be as follows:

- First Priority: recover funds from the service provider(s) incurring the liability;
- Second Priority: recover funds from an insurance carrier or bond issuer;
- Third Priority: recover liabilities from the grant recipient available workforce development program funds to the extent allowed by law; and, if necessary, other grant recipient funds not to exceed \$100,000.00;
- Fourth Priority: allocate liability to the 14 counties on a pro-rata basis according to the funds distributed in the counties, and they shall, to the extent allowed by law, be the last resort for outstanding Board liabilities.

Open Meetings

The Board and CEOs will meet according to the provisions of the Open Meetings Act.

Reimbursement of Expenses

Neither Board members nor CEOs will serve for compensation, although appropriate and reasonable workforce expenses e.g., travel, training, conferences, may be reimbursed.

III. Local Workforce Development Board Responsibilities

The Board will carry out and comply with all applicable laws and regulations, including the responsibilities as assigned in SB 642, amended by HB 1863, current federal WIA law or other succeeding federal workforce programs as amended, and any subsequent legislation granting authority to a local private sector led board for workforce development. The Board is directly responsible and accountable to the Texas

Workforce Commission for the planning and oversight of all workforce training and services and for the evaluation of all workforce development programs, including Workforce Investment Act, funded through the Texas Workforce Commission or other succeeding federal workforce programs.

Additional Responsibilities

The Board will be responsible, either directly or indirectly through staff, for the following:

- Providing policy guidance on matters pertaining to the provisions of services under state and federal law.
- Considering solicitation of additional funds from other sources, both public and private, but may not solicit funds from an entity with which the Board contracts for the delivery of services.
- Developing and approving a local workforce plan which will include a transition plan.
- Developing and approving an annual budget and submitting it to the CEOs for review.
- Assuming the functions and responsibilities of local workforce development advisory boards, councils, and committees authorized by federal or state laws, including but not limited to quality workforce planning committees, and local ad hoc advisory committees.
- Monitoring and evaluating the effectiveness of the workforce centers, state agencies and other contractors providing workforce training and services, and vocational and technical education programs operated by local education agencies and institutions of higher education to ensure that performance is consistent with state and local goals and objectives. This includes approving the termination of any contract or program if not meeting programmatic or regulatory standards.
- Forwarding to CEOs written reports summarizing Board and workforce center activities, including planning, administration, monitoring, evaluation, and financial activities; board meeting minutes; copies of all annual and audit reports; and any other information as requested by the CEOs, on a timely basis and at least bi-monthly.
- Reviewing, verifying, modifying, and using labor market information developed through the state's or other labor market information systems to identify occupation-specific labor demand in the Area.
- Providing a report summarizing occupation-specific labor demand to each public post secondary institution providing vocational and technical education and each

entity under contract to the Board to provide workforce training and services in the Area.

- Promoting cooperation and coordination among public organizations, community organizations, and private business providing workforce development services.
- Representing the Area in any meetings, conferences, negotiations, or other activities deemed appropriate for the proper administration of the programs.
- Ensuring that employment services are provided for persons seeking employment in the Area through contracting with appropriate entities.
- Designing creative programs that fit the unique characteristics and needs of the Area by drawing on and uniting the resources of the local community and determine and meet the needs of the local service populations, businesses, and industries and by submitting a written proposal for approval of the program to the workforce development agency.
- Adopting programs to enhance the ability of recipients of financial assistance and services under Chapter 31, Human Resources Code, who are eligible to participate in the WIA training program or other succeeding federal workforce programs to obtain and retain gainful employment.
- Functioning in accordance with all other responsibilities in applicable state and federal laws and in accordance with the established Board by-laws and plan.

Release of Liability

A member or former member of a local workforce development board will not be held personally liable for any claim, damage, loss, or repayment obligation of federal or state funds that arise from the Act unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the board member, willful disregard of the requirements of the Act on the part of the board member, or gross negligence on the part of the board member.

IV. CHIEF ELECTED OFFICIALS RESPONSIBILITIES

Board Appointments

The Chief Elected Officials will be responsible for Board member appointments. CEOs will select community leaders from their jurisdictions to serve on the Board who will forge working relationships with business and agencies throughout the Area. CEOs will attempt to ensure that the industrial, ethnic, and gender diversity of the region is maintained on the Board through their appointment responsibility. The Chair shall be duly elected by Board members, from among the private sector members of the Board.

Appointment of Board members will be consistent with state and federal laws, including Section 4.02 of SB 642, as amended by HB 1863, the Workforce Investment Act, and any successor legislation.

CEOs will appoint 25-38 members, with membership based on county population, and with each county receiving at least one representative.

County representation is as follows:

Denton - 9	Kaufman -1
Collin - 9	Navarro -1
Ellis - 2	Palo Pinto -1
Erath - 1	Parker -2
Hood - 1	Rockwall -1
Hunt - 2	Somervell -1
Johnson - 2	Wise -1
State Agency Representatives – 3	
Child Care Representative - 1	

Appointments to the Board from state agencies and from Child Care will be made by the designated Lead CEO. All other appointments will be made by CEOs from throughout the Area. The appropriate forms will be forwarded to the Texas Workforce Commission for evaluation prior to the Board's final certification by the Governor of the State of Texas.

Board Terms and Re-appointments

CEOs will appoint board members to serve fixed and staggered three year terms of office, expiring on September 30 in the relevant year. In order to continue to serve on the Board, members must be re-appointed in the same manner as the original appointment when their term expires. Re-appointments will be at the discretion of the CEOs.

Board Vacancies

Any vacancy in Board membership will be filled by CEOs in the same manner as the original appointment. Appointees to vacant positions will serve until the end of the term assigned to the position in question.

Board Member Removal

Any member of the Board may be removed for cause by the appointing CEO or by the Board, as per procedures contained in the Board's by-laws.

V. PROCEDURES FOR DEVELOPMENT OF LOCAL PLAN

Responsibilities of the Board and CEOs

The Board will be responsible for developing a single Local Area Plan for the delivery of workforce training and services that includes a strategic and operational component as

required by Texas Senate Bill 642 and HB 1863, and includes the transition plan required by WIA or other succeeding federal workforce programs, and any TWC rules.

In consultation with the CEOs, the Board will establish general parameters and goals of the Local Area Plan. It is also the Board's intention that other interested parties will have an input into the planning process and that the final plan will be consistent with the state's strategic plan. The plan will include a transition plan for realigning local authority and responsibilities.

The Chief Elected Officials represented in the Interlocal Agreement will be provided a copy of the strategic plan to review prior to the Board's approval. The Board will give serious consideration to the comments received and will endeavor to incorporate the comments and suggestions into the plan.

In addition to the Local Area Plan, each Chief Elected Official will be given periodic status reports during the transition period and development of the plan.

The Board and the Lead Chief Elected Official will be responsible for strategic plan approval. The Local Area Plan will be approved by the Board.

It is understood by all parties to this agreement that this plan is the basis for receipt of state and federal funds for workforce development programs. Any delays in plan development and approval threatens the availability of these funds to provide programs to the Area. Therefore, it is agreed by all parties that negotiations on specific program items must be completed no later than May of any program year.

VI. ACCOMMODATING CHANGE

Dispute Resolution

Any disputes between the partners to the agreement will be resolved by mutually satisfactory negotiation. In the event of unresolvable issues between the Board and CEOs, and such issues prove contrary to the success of the program, the lead CEO will select another party to assist in resolving the issue(s).

Amending Provisions

This agreement may be amended by the request of any party hereto, consistent with the law, through written agreement by both parties hereto. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

Terms of Agreement

The terms of this agreement are effective until such time as both parties agree in writing to amend it. This agreement will terminate if either party provides 90 days written notification to the other of its intention to terminate.

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior agreements and amendments written or oral between the parties respecting and within the subject matter of this agreement. In addition, no other agreement, assertion, statement, understanding or other commitment occurring during the term of this agreement, or subsequent thereto, shall have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as an addendum to, or amendment of, this agreement.

Upon proper execution, this Agreement will be legally valid and binding upon date of final approval.

APPROVED:

APPROVED:

BY: _____
Honorable Carol Bush
Lead Chief Elected Official

BY: _____
Mickey Parson
Board Chairperson

DATE: _____

DATE: _____

PARTNERSHIP AGREEMENT SUMMARY OF CHANGES

The purpose of this Partnership Agreement is to define the authority, roles, and responsibilities of the Board and the Chief Elected Officials, and to determine the procedures for developing the local workforce plan.

The CEOs hereby charge the Board, to design and implement a locally delivered workforce development system which will enable government, business, education, and labor to provide the Area with a well-trained, highly-skilled, and competitive workforce. The Board, in concurrence with the CEOs will move toward the goals of integration of resources and programs, sustained and meaningful involvement of the private sector, and a training and education system that serves the needs of both employers and the unemployed of the Area.

Only sections with changes are addressed below:

III. Local Workforce Development Board Responsibilities

The Board will carry out and comply with all applicable laws and regulations, including the responsibilities as assigned in SB 642, amended by HB 1863, current federal JTPA **WIA law or other succeeding federal workforce programs** as amended, and any subsequent legislation granting authority to a local private sector led board for workforce development. The Board is directly responsible and accountable to the Texas Workforce Commission for the planning and oversight of all workforce training and services and for the evaluation of all workforce development programs, including Job Training Partnership **Workforce Investment Act**, funded through the Texas Workforce Commission **or other succeeding federal workforce programs**.

Additional Responsibilities

- This is a contractor function done by account managers. Therefore this should be removed.
~~Establishing a business services unit that markets workforce services to businesses in the Area. This unit will solicit input and participation of the local business community, serve as a single point of contact for local business to communicate their skill needs, and influence the direction of all workforce development programs and services in the workforce development area.~~
- Assuming the functions and responsibilities of local workforce development advisory boards, councils, and committees authorized by federal or state laws, including but not limited to ~~private industry councils, quality workforce planning committees, job service employer committees, and local general vocational program~~ **ad hoc** advisory committees.

- Monitoring and evaluating the effectiveness of the career-development **workforce** centers, state agencies and other contractors providing workforce training and services, and vocational and technical education programs operated by local education agencies and institutions of higher education to ensure that performance is consistent with state and local goals and objectives. This includes approving the termination of any contract or program if not meeting programmatic or regulatory standards.
- Forwarding to CEOs written reports summarizing Board and career **workforce** center activities, including planning, administration, monitoring, evaluation, and financial activities; board meeting minutes; copies of all annual and audit reports; and any other information as requested by the CEOs, on a timely basis and at least bi-monthly.
- Adopting programs to enhance the ability of recipients of financial assistance and services under Chapter 31, Human Resources Code, who are eligible to participate in the JOBS **WIA** training program **or other succeeding federal workforce programs** to obtain and retain gainful employment.

IV. CHIEF ELECTED OFFICIALS RESPONSIBILITIES

Board Appointments

CEOs will appoint ~~38~~ **25-38** members, with membership based on county population, and with each county receiving at least one representative.

Board Terms and Re-appointments

CEOs will appoint board members to serve fixed and staggered three year terms of office, expiring on ~~June 30~~ **September 30** in the relevant year. In order to continue to serve on the Board, members must be re-appointed in the same manner as the original appointment when their term expires. Re-appointments will be at the discretion of the CEOs.

V. PROCEDURES FOR DEVELOPMENT OF LOCAL PLAN

Responsibilities of the Board and CEOs

The Board will be responsible for developing a single Local Area Plan for the delivery of workforce training and services that includes a strategic and operational component as required by Texas Senate Bill 642 and HB 1863, and includes the transition plan required by JTPA federal law, **WIA or other succeeding federal workforce programs**, and any TWC rules.

Terms of Agreement

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior ~~understandings or~~ **agreements and amendments** written or oral agreement between the parties respecting and within the subject matter of this

agreement. In addition, no other agreement, assertion, statement, understanding or other commitment occurring during the term of this agreement, or subsequent thereto, shall have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as an addendum to, or amendment of, this agreement.

~~WHEREFORE, WITNESS OUR HANDS BINDING THE RESPECTIVE PARTIES TO THIS AGREEMENT:~~

Upon proper execution, this Agreement will be legally valid and binding upon date of final approval.