



**WORKFORCE DEVELOPMENT BOARD (WDB)
AND
GOVERNING BOARD
AGREEMENT**

Adopted: 2/17/2016

**AGREEMENT BETWEEN THE
NORTH CENTRAL COUNTIES CONSORTIUM
WORKFORCE DEVELOPMENT BOARD
AND
GOVERNING BOARD**

SECTION ONE: PARTIES

The parties to this agreement are the Workforce Development Board (“WDB”) and the North Central Counties Governing Board (“Governing Board”) for the four county workforce development area (“Area”) covering Colusa, Glenn, Sutter and Yuba counties.

SECTION TWO: TERM

This agreement is effective when approved and executed by the WDB and Governing Board. It shall remain in full force and effect until terminated by either party by giving six months advance written notice to the other party of intent to terminate this agreement. Termination shall be effective at the end of the program year, June 30.

SECTION THREE: WDB DUTIES

The WDB, in coordination with the Governing Board, shall take the lead in policymaking in the following areas:

1. In partnership with the Governing Board, develop a comprehensive 4-year local plan, or a regional plan if part of a planning region, to implement WIOA.
2. Conduct workforce research and regional labor market analysis in order to develop and implement the local plan. Conduct such other research, data collection, and analysis related to the workforce needs of the regional economy as the WDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.
3. Convening, brokering, leveraging with local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities.
4. Lead efforts to engage with a diverse range of employers and entities in the region to
 - A. promote business representation;
 - B. develop effective linkages with employers to support utilization of the workforce system;
 - C. ensure that workforce investment activities meet the needs of employers and support economic growth in the region; and

- D. implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as establishment of industry/sector partnerships).
5. Lead efforts, with representatives of secondary and postsecondary education programs in the local Area, to develop and implement career pathways within the local Area by aligning employment, training, education and supportive services that are need by adults and youth.
6. Lead efforts in the local Area to identify, promote, and disseminate proven and promising strategies and initiatives to meet the needs of employers and workers (including individuals with disabilities).
7. Develop strategies for using technology to maximize accessibility and effectiveness of local workforce development system for employers, workers and jobseekers.
8. Conduct oversight of the local adult and youth workforce development activities and the One Stop delivery system.
9. Negotiate local performance measures with the Governing Board and the Governor.
10. Subject to approval of the Governing Board, select One Stop operators and youth providers, and identify eligible training providers.
11. Coordinate activities with local education and training providers, including providers of workforce investment activities, adult education and literacy activities, career and technical education and local Title I rehabilitation agencies.
12. Subject to approval of the Governing Board, develop a budget for the activities of the WDB, consistent with the local plan and the duties of the WDB.
13. Conduct an annual assessment of the physical and programmatic accessibility of all One Stop centers in the local Area.

SECTION FOUR: GOVERNING BOARD DUTIES

The Governing Board shall perform those duties set out in the Revised Joint Powers Agreement, as amended both before and after the execution of this agreement. In addition, the Governing Board shall have the right to review and to either approve or reject WDB policymaking decisions under Section Three above.

The Governing Board Chairperson or his designee shall serve as a member of the WDB Executive Committee.

In the event the Governing Board reverses a WDB decision, the WDB may either accede to the wishes of the Governing Board or may invoke the dispute resolution procedure in Section Six below.

SECTION FIVE: WDB MEMBERSHIP TERMS

Each WDB member shall serve a term of four (4) years. Terms of all WDB members may be staggered at the discretion of the Governing Board.

Terms for reappointments and new appointments to the WDB shall begin from the July 1st immediately preceding the appointment date. All WDB terms shall expire on June 30, except that members may continue to serve after the end of their term until a successor is appointed or their position is declared vacant by the Governing Board.

Other term issues, including the process for Board member resignation and removal for cause, shall be determined by the WDB bylaws.

SECTION SIX: DISPUTE RESOLUTION

If a disagreement should arise between the WDB and the Governing Board, all reasonable efforts shall be taken to informally resolve the issue. Issues which cannot be informally resolved shall be submitted in writing by either party to a five-member panel consisting of two representatives selected by the WDB, two representatives selected by the Governing Board and a fifth, impartial representative selected by the Consortium's Executive Director.

The five-member panel so selected shall meet as soon as possible after the fifth member is selected and shall, by majority vote, resolve the disagreement. The resolution so reached shall be binding upon the parties, and must conform to the Consortium's Revised Joint Powers Agreement, with state and federal requirements, and with this agreement.

SECTION SEVEN: STAFF SUPPORT

The Consortium shall provide staff support to both the WDB and the Governing Board. The Consortium shall be the grant recipient and administrative entity for the Area, as well.

The WDB shall be consulted with in advance and shall have the opportunity to make a recommendation concerning the hire and discharge of the Consortium's Executive Director. Final authority for any decision to hire, evaluate or discharge the Executive Director shall rest with the Governing Board.

SECTION EIGHT: JOINT MEETINGS

The Governing Board and the WDB shall meet jointly at least twice annually. Either the WDB or the Governing Board may, at their discretion, schedule additional, separate meetings.


SECTION NINE: INDEPENDENCE OF TERMS

If any terms or provision of this agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

**APPROVED FOR THE
GOVERNING BOARD**

By:  _____
Chairperson
Governing Board

**APPROVED FOR THE
WORKFORCE DEVELOPMENT BOARD**

By:  _____
Chairperson
Workforce Development Board