

## Attachment 6

### UCLWDB Supportive Services Policy



580 S. Jefferson  
Cookeville, TN 38501  
913.520.6020 (ph)

**Upper Cumberland  
Local Workforce Development Board  
POLICIES AND PROCEDURES**

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Title: SUPPORTIVE SERVICES POLICY  
Date of Adoption: 9-25-18

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**PURPOSE:** To establish the Supportive Services Policy under Title I of the Workforce Innovation and Opportunity Act (WIOA) for the Upper Cumberland Local Workforce Development Board (UCLWDB). All WIOA-enrolled adults, dislocated workers, out-of-school and in-school youth are eligible for supportive services as defined in **WIOA Section 3(59)**. This policy will establish guidelines for uniformity, where feasible, in the process and amount of supportive services provided to individuals. Such guidelines are consistent with **WIOA Sections 134(d)(2)** and **129(c)(2)** and were developed during the regional planning process by the UCLWDB in consultation with One-Stop Partners and area providers within the WIOA Middle Tennessee Planning Region (**WIOA Section 106(c)(1)(F)**).

**POLICY:** Supportive services are available to clients enrolled in UCLWDB career and training grant-funded initiatives who are unable to obtain supportive services through community programs providing such services. In accordance with WIOA, the UCLWDB has developed this written policy to ensure high quality comprehensive service provision, non-duplication of resources and reasonable limits on the amount and duration of these services.

Supportive services must be provided in a manner that maximizes informed client choice in selecting supportive service providers (where applicable) and be in accordance with the goals/activities outlined in the client's Individual Employment Plan or Individual Service Strategy. The cost of supportive services must be reasonable and competitive in price. When multiple options are available for receiving supportive services, documentation must show a reasonable effort was made to determine and choose the lowest, competitively priced service available. The career specialist will assist the client with such choices but the ultimate decision rests with the client. However, when making decisions regarding these costs, all UCLWDB staff should consider if the purchase is "reasonable" and "prudent" as well as a good use of taxpayer dollars. WIOA is not an entitlement program. Supportive services are limited, must be based upon documented financial need (entered into VOS by case managers) and

leveraged with other local and state resources. UCLWDB supportive services payments should be limited to items/needs that are directly related to assisting clients in obtaining gainful employment.

**Who May Receive Supportive Services:** Funds allocated to the UCLWDB may be used to provide supportive services to the following participants:

Adults and Dislocated Workers who:

- Are participating in programs with activities authorized in **WIOA Section 134(c)(1)(A)(ii)** or **WIOA Section 134(c)(1)(A)(iii)**;
- Have exited and need post-program support services as follow-up for up to twelve (12) months;
- Are unable to obtain supportive services through other programs providing such services.

Youth Participants: Supportive services for youth, as defined in WIOA Section 3(59), are services that enable an individual to participate in WIOA activities.

These services may include, but are not limited to **(20 CFR 680.900) (20 CFR 681.570)**:

- Linkages to community service
- Assistance with transportation
- Assistance with child care and dependent care
- Assistance with housing
- Needs-related payments
- Assistance with educational testing
- Reasonable accommodations for individuals with disabilities
- Legal aid services
- Referrals to health care
- Assistance with uniforms or other appropriate work attire and work-related tools
- Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes
- Payments and fees for employment and training-related applications, tests, and certifications

**Needs-Related Payments:** One-Stop centers provide financial assistance as a supportive service for the purpose of enabling participants to engage in training **WIOA Section 134(d)(3)**. Unlike other supportive services, to qualify for needs-related payments the participant must be enrolled in training. To receive need-related payments:

- A. Adults and Out of School Youth (OSY) aged 18-24- Must be unemployed, not qualify for (or have ceased qualifying for) unemployment compensation and be enrolled in a program of training services under **WIOA Section 134(d)(4)**.
- B. Dislocated Workers- Must be unemployed and
  1. Ceased to qualify for unemployment benefits or trade readjustment allowance under TAA, and be enrolled in a program of training services under **WIOA Section 134(d)(4)** by the end of the 13<sup>th</sup> week of the most recent layoff that resulted in a determination of the worker's

- eligibility as a dislocated worker, or if later, by the end of the 8<sup>th</sup> week after the worker is informed that a short-term layoff will exceed 6 months; or
2. Unable to qualify for unemployment benefits or trade readjustment assistance under TAA and be enrolled in a program of training services under **WIOA Section 134(c)(3)**.

Payments to Dislocated Workers shall not exceed the greater of **(20 CFR 680.970)**:

- A. The applicable weekly level of unemployment benefits for participants who were eligible for unemployment as a result of a qualifying dislocation; or
- B. The poverty level for an equivalent period, for participants who did not qualify for unemployment compensation as a result of the qualifying layoff. The weekly payment level must be adjusted to reflect changes in total family incomes, as determined by UCLWDB.

**The following guidelines will apply to individuals receiving supportive services through the American Job Centers within the Upper Cumberland Local Workforce Development Board:**

A. Transportation Assistance:

Transportation assistance will be provided as needed to WIOA-enrolled participants. This includes but is not limited to gas assistance, arranged rides, travel reimbursement (based on miles driven), and bus passes. This service will be provided to participants who are currently engaged in training, job search, or employment. There is *no set cap/limit* for transportation assistance; however, assistance may be limited based on available funding within the UCLWDB supportive services budget.

The table below will be utilized to calculate the allowance for travel of those participants who have shown a need for such expenses as determined by the Career Services Provider staff. Based upon the fact that the Upper Cumberland region is comprised of predominately rural areas, daily allowances are higher than ones found in urban areas. However, mileage allowances are not intended to reimburse the participant for all costs incurred with transportation, but to reduce the overall burden of participating in a training component. One-way miles should be verified through an online provider such as Google Maps or MapQuest and documented in the participant's file.

ONE WAY MILES	DAILY ALLOWANCE
01 – 10	\$ 7.00
11 – 20	\$ 10.00
21+	\$13.00

B. Childcare Assistance:

If childcare support is not available through other resources, such as Families First, then support will be provided as needed to WIOA-enrolled participants on a short-term basis to allow the participant to reach an educational or employment goal. This service will be provided to participants who are currently engaged in training, job search, or employment only and the following will apply:

1. Care must be for child(ren) who are dependents between ages 0-12 years old. Documentation must be provided (in the form of birth certificate, court order, etc.) proving that the child is his/her legal responsibility.
2. A statement of need must be signed by the participant that she/he, as the sole support of the child and requires daycare assistance. This should be kept in the participant's file.
3. The UCLWDB Child Care Services Participant of Understanding Form must be signed by the Participant and kept in the participant's file prior to receiving payments.
4. Payment will be made to the Participant as reimbursement for child care costs incurred during training, after submitting monthly invoice and verification. All forms and payments should be documented within the participant file.
5. Childcare assistance will be limited to *\$2,400 per year* per participant.

Childcare rates:

- Full-time care (2 years old and younger)      \$34/day
- Full-time care (2 to 5 years of age)            \$30/day
- Children 6-12 years of age                        \$20/day
- Part-time care (before/after school)          \$10/day

6. Medical Care:

Medical care assistance will be provided as needed to WIOA-enrolled participants. This service will be provided to participants who are currently engaged in training, job search, or employment. This service is to cover medical needs/situations that arise when a current participant is actively participating in a Title I activity that would prevent the continuance of their attendance. When possible, payment should be made directly to the provider. If the situation requires payment to the participant, invoices/receipts will be required as proof of the expense. All payments must be recorded in the participant's file. Medical care assistance will be limited to *\$1,000 per year*. Examples of medical care services:

- Eye Exam/Glasses
- Dental Services
- Hearing Aids

7. Employment/Training-Related Expenses:

Employment and/or training-related expenses may be funded for a WIOA-enrolled participant. This assistance will be provided to increase the likelihood of establishing and maintaining employment. Invoices/receipts are required, and all payments must be recorded in the participant's file. Examples of employment/training-related supportive services:

- Vaccinations
- Blood Tests
- Drug Screens
- Physicals
- Background Checks
- Seminars
- Professional Societies
- Conferences
- Legal aid services

8. Vehicle Repair:

WIOA-enrolled participants may receive support related to vehicle repair and/or maintenance while actively participating in Career or Training activities. This service includes, but is not limited to, tires, vehicle repairs, and mechanical repairs. The vehicle must be registered to the participant with a copy of the title placed within the participant's file. Vehicle repairs will be limited to \$1,000 per year.

Any repair/parts/support that will exceed \$500 must have a minimum of three (3) estimates by a certified mechanic and/or auto parts store before the support payment can be approved. Invoices/receipts are required, and all payments must be recorded within the participant's file.

9. Emergency Supportive Services:

WIOA funds can be used when a current participant has an emergency arise while actively participating in WIOA career or training activities which would prevent the continuation of their attendance. The purpose of the funds must be documented. Payments made to the participant require a copy of the bill or receipt *listing the participant as the debtor* attached to the authorization. Rent/Housing payments will require a copy of a lease agreement naming the participant. Authorizations to vendors for items should be returned with proof (a signature) that the person received the items. The following are cost limits, per service/per year, established by UCLWDB:

- Utilities (electric, gas, water) \$500/year
- Rent/Housing \$750/year
- Phone Service/Internet/Data Plan \$250/year
- Automobile Insurance \$350/year

10. Workforce Development and Training Supplies:

WIOA-enrolled participants may receive assistance with supplies while actively participating in career or training activities. The UCLWDB has established there are no cost limits imposed on required books and supplies for any post-secondary training. Books and supplies assistance will be determined each semester/trimester, etc. based on a required book/supply list from the training provider. A copy of the required book/supply list and proof of payment should be kept in the participant's file. Additional supply payments must be documented and may be made for the following:

Basic Supplies for Training (\$150 max/semester), including but not limited to:

- Highlighters, Pens, Pencils, Binders, Notebooks, Calculators, 3-Hole Punches, Backpacks (Satchels, Over the Shoulder Bags, Laptop Bags, Laptop Cases), Staplers, Scissors, Markers, Colored Pencils, Loose Leaf Paper, Paper Clips, Binder Clips, Dividers, Index Cards, and other supplies as deemed necessary by Career Services Provider Staff

Supplies needed for employment (\$1,000 max/year), including but not limited to:

- Stethoscope, Footwear, Uniforms, Watches, Clothing for Interviews/ Employment, Payment of Licensure/Credentials, Hardhats, Earplugs, Gloves, Safety Vests, Thermal Clothing, Protective Gear, and other supplies as deemed necessary by Career Services Provider Staff

11. Tutoring (WIOA Title I Youth Only):

If a WIOA Youth participant needs assistance in completing a training program, HiSET program, getting into a training program, or passing an entrance test for a field of work or military, the Career Services provider will contract with a certified teaching professional to provide tutoring services. The licensed professional must present their license for review by Career Services Provider staff as well as sign a Contract Service Agreement. The contracted provider will be paid at a rate of \$15.00 per hour not to exceed 5 hours a week. All payments must be documented in the participant's file. Contracted tutoring for a Youth participant will not exceed \$200/year.

12. Incentives (WIOA Title I Youth Only): Incentive payments may be made to youth participants in the follow up phase of services for each quarter the participant provides documentation of allowable placement for up to four (4) quarters. Allowable placement includes: employment, military enlistment, post-secondary and advanced training, etc. Documentation includes a completed Employment Verification form documenting contact with the participant's employer, a pay stub, a transcript for current post-secondary or extended training program, proof of active service in the military or other documentation of being employed or attending post-secondary.

HiSET

- |  |       |
|--|-------|
| i. Attend four classes after orientation totaling 12 class Hours | \$100 |
| ii. Complete the HiSET voucher                                   | \$100 |
| iii. Completion of HiSET   | \$250 |

Follow up

- |   |               |
|---|---------------|
| iv. Milestones of placement in Q1-Q4 after exit | \$100/quarter |
|---|---------------|

**Unallowable Support Services-** Support services may not be used to pay for expenses incurred prior to the participant's enrollment into the WIOA program. Advances against future payments are not allowed. Unallowable services include, but are not limited to:

- Fines and penalties such as traffic violations, late finance charges, and interest payments
- Taxes, hospital bills, past due credit card bills

- Entertainment, including tips
- Contributions and donations
- Prescription/over-the-counter drugs
- Vehicle or mortgage payments
- Refund deposits
- Alcohol or tobacco products
- Pet food
- Items to be purchased by family or friends
- Out-of-state job searches and relocation expenses that will be paid by the prospective employer

**Exceptions-** Waivers to this policy may be granted on a case-by-case basis subject to the approval of the UCLWDB Executive Committee. In such instances, a written justification outlining the circumstances shall be required.

**Priority of Service-** Participants in the WIOA programs who face significant barriers to employment (recipients of public assistance, low-income individuals, or individuals who are basic skills deficient) should be given service according to their level of need. UCLWDB Priority of Service Policies should be followed.

**Monitoring of Payments:** UCLWDB staff will monitor funds for supportive services to ensure that they are allowable and spent without duplication of services. The service provider should keep monthly reports detailing participant payments and make available to the Board staff upon request. As part of its routine monitoring procedures, UCLWDB staff will regularly examine participant files for allowable payments, basis of determination of needs, and documentation required to ensure program integrity and efficiency.

**Conflict of Interest Policy-** All UCLWDB intake/eligibility forms or documents to provide a benefit (training, gas card, etc.) must include a disclosure stating that workforce system members (CLEOs, LWDB members, Board Staff, WIOA staff, AJC partner staff, and WIOA sub recipients and/or contractors) will not provide direct service during the intake or eligibility determination of a family member or close acquaintance. No workforce staff or member will have a personal or business relationship with, or a positive bias for, or a special interest in, that particular applicant. Accusations that certain decisions were influenced by a conflict of interest will be avoided by the participant being served by another workforce staff member.

- If such a relationship exists between a workforce member and a participant, documentation including the name of the member and the nature of the relationship must be maintained in the participant's file.

- A list of any Workforce members who have disclosed any of these close relationships will be maintained by UCLWDB staff and will be provided to Program Accountability Review (PAR) program monitors at the onset of all monitoring visits.



- Training concerning internal conflicts of interest will be provided to all workforce members on an annual basis. All new staff members and providers will be informed of this policy.

For questions regarding this policy, contact Becky Hull, Executive Director, Upper Cumberland Local Workforce Development Board at [bhull@ucworkforce.org](mailto:bhull@ucworkforce.org)

**Attachments:** Child Care Services Participant Statement of Understanding

**Effective Date:** October 1, 2018

**Policy Duration:** Indefinite



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Board Chairperson, UCLWDB

Upper Cumberland Local Workforce Development Board (UCLWDB)

**Child Care Services**

**Participant Statement of Understanding**

1. I understand it is my responsibility to determine the provider and make all the necessary arrangements for child care services for my child(ren).
2. I understand that in order for me to receive allowances for child care services, my child must be under 12 years of age. I understand I must give a copy of each child's birth certificate to my career center case manager.
3. I understand that UCLWDB will pay the amount allowable per their policy. I also understand I will be responsible for any charges above what UCLWDB can pay. The payment scale is as follows:
  - Full-time care (2 years old and younger)      \$34/day
  - Full-time care (2 to 5 years of age)              \$30/day
  - Children 6-12 years of age                              \$20/day
  - Part-time care (before/after school)              \$10/day
4. I understand that child care support will be provided only when absolutely necessary and when all other means have been exhausted. Payments will be made by monthly reimbursements to me, within a time limit consistent with my length of training.
5. I understand that UCLWDB will pay me for the child care services provided to my child(ren) based upon my proof of attendance. UCLWDB will not be responsible for any other payments to regulated or unregulated child care providers, including registration or late fees.
6. I understand I am responsible for having the Child Care Verification Form completed each month by my child care provider and will turn it in to my career center case manager. This monthly form is required for child care payment.
7. I understand I will be paid by UCLWDB for child care services based upon proof of my attendance during training.
8. I understand that child care services are based upon funding availability from UCLWDB.
9. I understand that the child care provider I choose may NOT be the child(ren)'s parent, legal guardian, or anyone residing in the same household as the parent or child(ren).
10. I understand that the UCLWDB has the right to contact my provider at any time to verify child care services. If verification is not given, I understand UCLWDB will no longer provide to me a child care allowance.
11. I alone am selecting my child care provider and deciding that my child(ren) are well cared for by this provider. I hereby release UCLWDB from all liabilities for my child(ren)'s care. I will not attempt to hold UCLWDB responsible for any harm to my child(ren) as a result of this care.

*I acknowledge that I have read and understood this document and hereby sign voluntarily.*

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Career Advisor Signature

\_\_\_\_\_  
Date

## Attachment 7

### UCLWDB Negotiated Performance Measures

# Upper Cumberland WORKFORCE

*Developing Talent to Support Long-term, Regional Workforce Needs*

November 16, 2018

Ryan Allen, Program Director  
 Workforce Services Division  
 TN Department of Labor & Workforce Development  
 TDLWD Building 4B  
 220 French Landing  
 Nashville, TN 37243

Dear Ryan:

Pending approval by the Upper Cumberland Local Workforce Development Board at their meeting on December 11, 2018, the Upper Cumberland Local Workforce Development Area accepts the offer to adopt the same WIOA performance indicators/percentages for PY18 and PY19 as the state. Please refer to the table below.

<b>Adult</b>		
<i>Federal Performance Indicator</i>	<i>Agreed upon outcome PY 2018</i>	<i>Agreed upon outcome PY 2019</i>
Employment Rate 2nd Quarter After Exit	83.0%	83.5%
Employment Rate 4th Quarter After Exit	83.0%	83.5%
Median Earnings 2nd Quarter After Exit	\$6,633	\$6,650
Credential Attainment within 4 Quarters After Exit	58.0%	59.0%
Measurable Skill Gains		
<b>Dislocated Worker</b>		
<i>Federal Performance Indicator</i>	<i>Agreed upon outcome PY 2018</i>	<i>Agreed upon outcome PY 2019</i>
Employment Rate 2nd Quarter After Exit	81.0%	82.0%
Employment Rate 4th Quarter After Exit	81.0%	82.0%
Median Earnings 2nd Quarter After Exit	\$6,900	\$7,000
Credential Attainment within 4 Quarters After Exit	68.5%	69.0%
Measurable Skill Gains		

# Upper Cumberland WORKFORCE

*Developing Talent to Support Long-term, Regional Workforce Needs*

Youth		
Federal Performance Indicator	<i>Agreed upon outcome PY 2018</i>	<i>Agreed upon outcome PY 2019</i>
Employment or Ed. Enrollment Rate 2nd Quarter After Exit	79.0%	79.5%
Employment or Ed. Enrollment Rate 4th Quarter After Exit	75.0%	76.0%
Median Earnings 2nd Quarter After Exit	NA	NA
Credential Attainment within 4 Quarters After Exit	70.0%	72.0%
Measurable Skill Gains		

Thank you for extending the offer to the LWDA's.

Sincerely,



Becky Hull  
Executive Director  
Upper Cumberland LWDA

## Attachment 8

UCLWDB Work Based Training Policy



580 S. Jefferson  
Cookeville, TN 38501  
913.520.6020 (ph)

**Upper Cumberland  
Local Workforce Development Board  
POLICIES AND PROCEDURES**

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Title: WIOA WORK BASED TRAINING POLICY  
Date of Adoption: 9-25-18

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**PURPOSE:** This policy outlines the procedures to implement and manage work-based training agreements and contracts. **These programs will be carried out through Eligible WIOA Adult, Youth Formula Funding, and Consolidated Business Grants (CBG).**

**POLICY:** Work Based Training (WBT) Programs are an effective strategy to provide high-quality employment opportunities to participants, as well as providing skilled workers to meet the needs of area employers, and may include On-the-Job Training, Registered Apprenticeships, Transitional Jobs, Incumbent Worker Training, Work Experience and Job Shadowing.

Work-based training is employer-driven and provides grant subsidies to employers who hire individuals facing barriers to employment. These subsidies are provided when an employer agrees to hire the individual into unsubsidized employment after participation (*Federal Register Vol. 81, No 161, Page 56149, Subpart F*). On-the-Job Training, Registered Apprenticeships, Transitional Jobs, Incumbent Worker Training, Work Experience and Job Shadowing are work-based training models that can be effectively used to target different jobseekers, workers, and employer needs.

**I. Types of Work-Based Training:**

- A. On-the-Job Training (OJT)- OJT is a form of work-based training provided to an eligible WIOA participant upon entry into employment and while engaged in paid work. OJTs are customized to address specific gaps in the trainee's knowledge or skills that are inhibiting their ability to perform assigned duties fully and adequately. UCLWDB OJT programs should ensure that participants are trained to perform specific job tasks. OJT requests shall be funded through formula funds when appropriate and available. CBG funds will be allocated only when IWT and RA requests have been fully exhausted. WIOA Section 3(44) defines "on-

the-job training” as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Is made available through a program that provides reimbursement to the employer of up to fifty (50) percent (State and local areas may negotiate up to 75%) of the wage rate of the participant, except as provided in *WIOA Section 134(c)(3)(H)(i)*, for the extraordinary costs of providing training and additional supervision related to the training.
3. Is limited in duration as appropriate to the occupation for which the participant is being trained, considering the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.”

B. Registered Apprenticeship (RA)- Registered Apprenticeship is an “earn and learn” training model that combines structured learning with on-the-job training from an assigned mentor, providing the participant with an advanced set of skills that meet the specific needs of the employer. Upon completion of the RA program participants receive an industry-issued, postsecondary credential that certifies occupational proficiency and is also portable. The UCLWDB may also include support services, in coordination with career and or training services, to participants in an RA program in accordance with supportive services consistent with *WIOA Section 134(d)(2)*, *TEGL 19-16*, and local policies. Establishment of RA programs within the UCLWDA shall be a priority and take precedent where applicable and available within the CBG Grant behind Incumbent Worker Training request.

C. Transitional Jobs- Transitional Jobs are time-limited, subsidized work opportunities and may be in the public, private, or nonprofit sectors. These jobs, combined with comprehensive career and supportive services, are intended for individuals with barriers to employment, those who are chronically unemployed, or individuals with an inconsistent work history, demonstrate the individual’s success in the workplace, and develop skills leading to entry and retention in unsubsidized employment. Under *WIOA Section 134(d)(5)*, local boards may use up to ten percent (10%) of their adult and dislocated worker funds to provide transitional jobs to individuals.

D. Incumbent Worker Training (IWT)- The term “incumbent worker training” means training that is designed to meet the specific requirements of an employer or group of employers and conducted with a commitment by the employer or group of employers to continue to employ an individual upon successful completion of training. IWTs may be used to help avert layoffs or to increase the skill levels of employees so they are eligible for promotion advances within the company and create backfill opportunities. Under *WIOA Section 134(d)(4)(A)(i)*, local boards can use up to twenty percent (20%) of their adult and dislocated worker funds to provide for the Federal share of the cost of providing incumbent worker training. Incumbent Working Training requests shall take precedent for CBG funds allocated to the UCLWDB. IWT requests shall be considered first in concurrence with the UCLWDB Strategic Development Plan, provided requesting contractors meet the in-demand industry,



occupation or declining industry standards set forth in this policy. OJT requests shall be maintained by the UCLWDB Staff to the Board and recommended for approval through the appropriate funding streams provided that funds are available through CBG or formula Dollars.

- E. Work Experience- Work Experience is defined as subsidized or unsubsidized work experience that is a planned, structured learning experience in a workplace for a limited time. This experience provides participants with opportunities for career exploration and skill development. Work experience must include academic and occupational education (20 CFR 681.600).
- F. Pre-Apprenticeship- Pre-Apprenticeship is a program or set of strategies designed to prepare individuals to enter, and succeed in, registered apprenticeship programs. Pre-Apprenticeship programs have a documented partnership with at least one sponsor and combine industry-based training with classroom instruction.
- G. Job Shadowing- Job Shadowing is a work experience option where youth learn about a job by walking through the work day as a shadow to become competent workers. This experience is a temporary, unpaid exposure to the work place in an occupational area of interest to the youth.

- II. **Eligibility for Employees/Trainees:** Work-based training opportunities must be identified as an appropriate activity for program participants on the Individual Employment Plan (IEP) or Individual Service Strategy (ISS). IEPs or ISSs, and/or case notes, will specify goals of the work-based training activity by identifying the purpose of the activity and expected outcomes.
- III. **Participant Eligibility and Enrollment:** For all categories of Work Based Training, with the exception of Incumbent Worker Training, recipients shall be determined as eligible participants under one of the provisions of WIOA Title I by the Area Career Services Provider. The Local Career Services Provider shall be responsible for enrollment, establishment of Individual Service Strategies, and subsequent case management of each WBT recipient. The Career Services Provider shall complete all appropriate documentations and or services (including the 2nd and 4th quarter post training reports required of any WIOA Title I participant) and provide engaged and active case management through sustained case notes and input into the VOS case management system.
- IV. **Requirements for Employed Participants:** Employees receiving IWT funds shall be regular full-time employees having a sustained work history with the contractor for a minimum of six (6) months. Excepted from this requirement will be cohorts of similarly situated employees to be trained under the IWT Grant where the majority of cohort members meet the minimum time in employment. Title I eligibility is not a requirement for IWT participants to receive funds. However, all IWT participants must be documented in VOS as an IWT recipient.

**V. Employer Eligibility:**

- A. Employers participating in work-based training must be registered with the IRS, have an account with Unemployment Insurance, and carry workers' compensation insurance (*Federal Register Vol. 81, No. 161, Page 56117*).
- B. The employer must be financially solvent and have an adequate payroll record keeping system that tracks hours worked, gross pay, deductions, and net pay.
- C. The agreement between the UCLWDB and the employer will not displace any currently employed worker (*WIOA Section 1819(b)(2)(A)*). Agreements will not be made with an employer who has terminated any regular employees, or otherwise reduced the workforce, in order to hire an OJT employee.
- D. No contract may be written with a company that has relocated (for the first 120 days after beginning operations) if the move has resulted in any employee job losses at the original location (*WIOA Section 181(d)(2)*). To verify that the relocation has not resulted in a loss of employment WIOA program staff and the OJT employer must complete a Standardized Pre-Award Review.
- E. The employer must not currently be involved in a labor dispute or have workers currently in a layoff status (*20 CFR 680.840*).
- F. Employees may not work on construction, maintenance, or operation of any facility that is used for sectarian activities (*WIOA Section 188(a)(3)*).
- G. The prospective employers must not meet the existing "pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and employment benefits" (*20 CFR 680.700(b)*).
- H. The employer must not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, disability, political beliefs or affiliation, or age (*WIOA Section 188(a)(2)*).

**VI. In-Demand Occupation Limitation:** All work-based training contracts will be limited to "in demand" occupations (defined in *WIOA Section 3(23)*) within the local labor market.

- A. The term "in-demand industry sector or occupation" is an industry sector that has a substantial current or potential impact (including jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.
- B. Labor Market Information (LMI) shall be provided by to the Board for consideration of approval for funding request. Additional considerations regarding specific local economic factors, population density, workforce education level, and all other considerations deemed appropriate and necessary in due course of award approval shall be within the sole discretion of the Board.

- VII. Contractor Reimbursement:** Contractors shall submit invoices and all required documentation delineated within the Training Contract on or before the 5th day of each month subsequent to the beginning of the contract term and for the duration of the contract. The contractor shall make final invoicing no later than 10 calendar days after completion of the contract regardless of the calendar day. Reimbursement will be made to the Contractor by the UCLWDB Fiscal Agent within 45 Days upon full and correct invoicing.
- VIII. Data and Reporting-** UCLWDB or its contractors will properly record in the Jobs4TN system each work-based participant, including all necessary information about that participant. The UCLWDB will also ensure that all necessary information about the employer, participating in work-based training, be input in the same system. Monthly work-based expenditures will be entered into Grants4TN.
- IX. Priority of Service:** Statutory Adult Priority of Services requirements apply to work-based training. Veterans and eligible spouses continue to receive priority of service for all job training programs funded by the US Department of Labor, which include WIOA programs. *See UCLWDB Adult Priority of Service Policy and UCLWDB Veterans and Eligible Spouse Policy.*
- X. Contract Requirements:** Every work-based opportunity will include a contract agreement with the employer and a training plan for the employee. The contract must include the requirements of WIOA rules and regulations, the type of occupation and skills, the competencies to be learned, and the length of training that will be provided.
- XI. Basic Requirements:** The UCLWDB will monitor and review local plans and policies on a regular basis to ensure that their work-based activities are aligned with, and are facilitating the progress of, the career pathways strategies outlined in their local plan.
- XII. Cost Per Participant:** The UCLWDB will ensure a minimum of 50% of their WIOA Title I formula allocations are spent on allowable participant costs. Certain WIOA funded services, including on-the-job training expenses (*20 CFR 681, TEGL 19-16 and 21-16*) are considered as "qualifying" expenditures toward the minimum expenditure calculation. In all cases, qualifying expenditures are those that represent the cost of services as described below and do not include administrative, personnel staff or operating expenditures of the UCLWDB, UCLWDB staff, one-stop operators, and/or contracted service providers. *See UCLWDB Minimum Participant Cost Rate Policy.*
- XIII. Monitoring:**
- A. All work-based training contracts must be monitored at least once by the UCLWDB. Monitoring will be based on the contract agreement between the employer and the UCLWDB. The employer shall submit to UCLWDB invoice forms, payroll records showing gross wages paid to the trainee, and time records showing the actual hours worked. The UCLWDB fiscal agent will reimburse employers with UCLWDB program funds for the regular hours a trainee actually worked.

- B. UCLWDB On-the-Job contracts will be written so as to coordinate with Local, State, and Federal monitoring guidance and will include oversight of participant training and corresponding employer payroll records. The UCLWDB Monitoring Officer will also conduct onsite monitoring visits shortly after the trainee begins work and include additional visits at appropriate intervals as determined by the length of the training plan.
- C. To ensure effective monitoring, desk reviews of correspondence from the employer, including payment invoices and required documentation will be regularly conducted.
- D. The UCLWDB Business Services Coordinator will regularly review each trainee's progress in meeting program and service strategy objectives. Such strategies should include the trainee's acquisition of basic/occupational skills and the adequacy of supportive services provided as related to work-based training. Any deviation from the work-based training contract should be dealt with and documented promptly.
- E. The UCLWDB Compliance and Monitoring Officer shall set a quarterly projected budget for general expected funds execution. The OSO shall provide, at minimum, quarterly reports delineating participant cost and expenditures. This data will verify required utilization of formula funds. The UCLWDB Staff to the Board will review for compliance and may direct corrective actions should any discrepancies be identified.

**XIV. Work-based Training Advocacy and Outreach:** The UCLWDB Staff to the Board Business Services Coordinator, under the supervision of the UCLWDB Executive Director, will functionally direct Business services in coordination with the OSO as a cross-functional team to develop service strategies and engage businesses throughout the region in alignment with the UCLWDB Strategic Development Plan. The Team shall, at minimum, be comprised of the UCLWDB Staff to the Board Business Services representative which shall include the Team Lead, the OSO or designated representative, the Local Veterans Employment Representative (LVER), and a representative from the following partner agencies; Adult Education, Vocational Rehabilitation, Department of Human Services, and TN Dept. of Labor and Workforce Development. Strategies shall be based on the needs of the community, as identified by the board, which will dictate strategic sector targeting in alignment with the UCLWDB Strategic Development Plan. All outreach activities and services provided shall be properly recorded within VOS by the Business Services Team member that conducted the outreach or performed the service. Quarterly reports of outreach and activities shall be provided to the UCLWDB representative for Compliance and Monitoring.

**XV. Goals for Anticipated Participants:** The UCLWDB Staff to the Board shall calculate minimum anticipated participants based upon the MCPR programmed fund ratios. This shall set the minimum number of participants required to execute programmed funds. Additional data may be collected through the American Job Center to adequately reflect actual client traffic. Labor market statistics will also be factored in calculation to ensure reasonable forecasting can be made. The default growth rate shall be determined by the TN Dept of Labor and may be supplemented at the discretion of the Board to reflect area-based needs.

**ATTACHMENTS:** None

**EFFECTIVE DATE:** October 1, 2018

**DURATION:** Indefinite

**CONTACT:** For questions regarding this policy, contact Becky Hull, Executive Director, Upper Cumberland Local Workforce Development Board at [bhull@ucworkforce.org](mailto:bhull@ucworkforce.org)



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Board Chairperson, UCLWDB

## Attachment 9

UCLWDB Barriers to Employment Data

**Table 31: Substantial Barriers to Employment (Cont.)**

New ECD Regions	Probationers and Parolees	Mental Health Court Statistics (FY 2018)	Limited English Speaking	*Foster Care Services - Youth Aged Out	Clients In Recovery Courts	In School Youth Experiencing Homelessness in 2017	TANF 18 Months From Ending Eligibility Total
East							
East Tennessee	10,692		5,431	202	288	1983	349
Northeast Tennessee	4,620	13	754	62	70	1350	162
Southeast Tennessee	5,472		3,156	80	51	961	235
Middle							
Northern Middle Tennessee	17,697	38	16,498	210	525	4938	506
Southern Middle Tennessee	4,198	28	1,789	90	81	307	134
Upper Cumberland	3,793		1,454	91	181	1056	86
West							
Greater Memphis	10,509	34	6,987	133	398	891	1011
Northwest Tennessee	2,224		577	41	101	305	117
Southwest Tennessee	2,243		470	26	33	542	151
Total	61,448	113	37,116	935	1728	12333	2751

\* Counties of commitment, not residence.

Sources: Probationers and parolees: Adam Dawson, Community Supervision Division, TN Department of Correction. Mental Health Court and Recovery Court Statistics: Liz Ledbetter, Recovery Court Administrator, TN Department of Mental Health and Substance Abuse Services. Limited English Speaking: U.S. Census Bureau, American Community Survey, 2016. Foster Care Services: Dave Aguzzi, Office of Independent Living, TN Department of Children's Services, In School Youth Experiencing Homelessness: Hebeh Hindieh, Data Management Division, TN Department of Education TANF 18 Months from Ending Eligibility: Lakecia Peterson, Division of Family Assistance and Child Support, TN Department of Human Services.

**Table 32 Those Unemployed for 27 or More Consecutive Weeks**

Group Identified	Number of Workers Reported
All Races	21,325
White	16,400
Black	4,200
Hispanic	1,100
Age 16-19	1,433
Age 20+	20,275
Male, 16+	11,100
Female, 16+	10,250

Endnotes

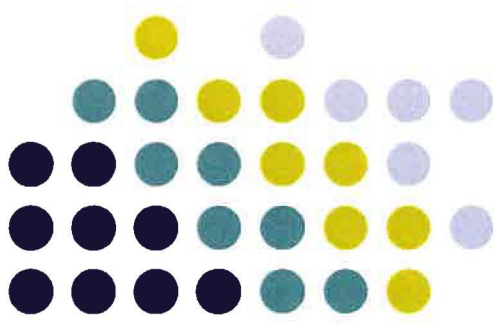
\*Tamburin, A. (2018, September 5). DA to keep 12,000 cases out of court. Tennessean, pp. 1A-14A

**Attachment 10**

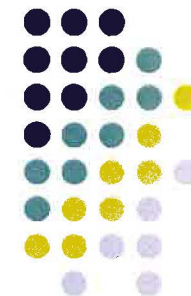
**UCLWDB Title VI Training**



# TITLE VI TRAINING

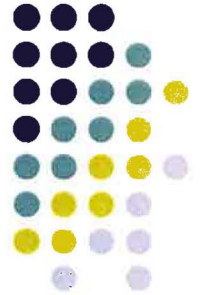


# Your Rights Under Title VI of the Civil Rights Act of 1964



- *“ No person in the United States shall, on the ground of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”*

# What programs are covered by Title VI?



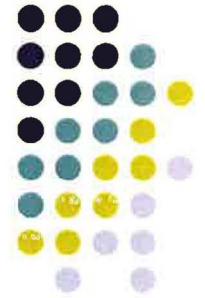
- Elementary, secondary, and higher education
- Health care, social services, and public welfare
- Public transportation
- Parks and recreation
- Natural resources and the environment
- Employment and job training
- Housing and community development
- Law enforcement and the administration of justice
- Agriculture and nutrition

# What discrimination is prohibited by Title VI?



- Denying program services, aid, or benefits
- Providing a different service, aid, or benefit, or provide them in a manner different than they are provided to others
- Segregating or separately treating individuals in any manner relating to receipt of any service, aid, or benefit
- Discrimination is prohibited either directly or through contractual means to limit equal access

# How can I file a discrimination complaint?

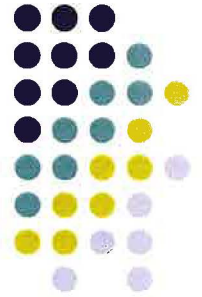


- **Signed, written complaint should be filed with the appropriate agency within 180 days of the date of the alleged discrimination**
- **Include your name, address, and telephone number**
- **Complaint must be signed**
- **Name and address of the agency, institution, or department you believe discriminated against you**
- **How, why and when you believe you were discriminated against**
- **Include as much background information as possible about the alleged acts of discrimination**
- **Include name of individuals whom you allege discriminated against you, if you know them**
- **The name of any persons, if known, that the investigating agency could contact for additional information to support or clarify your allegation**

# What happens with your complaint?



- Reviewed by the agency to determine jurisdiction
- Investigate your allegations and attempt to resolve violation it has found
- Negotiations to correct violation
- Enforcement proceedings may be instituted if negotiations are unsuccessful

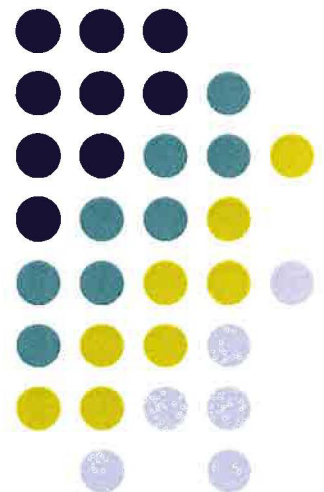


# Where to send your complaint

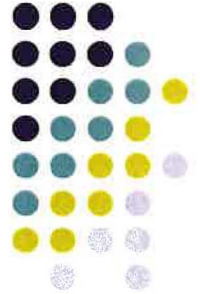
- TN Dept of Labor and Workforce Development, EO Officer
- U.S. Dept of Labor, Director, Civil Rights Center
- NCAC EO Officer
- U.S. Dept of Justice, Civil Rights Division

***“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”***

President John F. Kennedy, in his message calling for the enactment of Title VI, 1963







# TITLE VI QUIZ

- 1) What grounds shall no person in the U.S. be subjected to discrimination?  
**Race, Color, or National Origin**
- 2) How many days do you generally have to file a complaint?  
**180 days**
- 3) Can the Upper Cumberland's sub-contractors discriminate on the grounds of Title VI?  
**No**
- 4) Which of the federally assisted programs does the Upper Cumberland provide services?  
**Employment and Training**
- 5) Name two of the four agencies with which you may file a complaint?  
**U.S. Dept of Justice  
TN Dept of Labor and Workforce Development  
U.S. Dept of Labor or Upper Cumberland EO Officer**
- 6) Who is the Title VI officer in the Upper Cumberland?  
**Amy Maberry – Staff to the Board**

Attachment 11

**UCLWDB Interlocal and Partnership Agreements**



**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
THE LOCAL ELECTED OFFICIALS OF THE  
UPPER CUMBERLAND LOCAL WORKFORCE DEVELOPMENT BOARD**

**Section I: Purpose of the Agreement**

This Agreement defines the responsibilities, duties, and liabilities between the Local Elected Officials (LEOs) of the Upper Cumberland Local Workforce Development Board (UCLWDB), as multiple local governments exist within the area. The purpose of this agreement is to specify the respective roles and provide an organized plan for the Chief Local Elected Official (CLEO) and Local Elected Officials (LEOs) in carrying out how the area will operate. The term of this agreement will be for two (2) years from the date of signature.

**Section II: Designation of a Chief Local Elected Official (CLEO)**

The Upper Cumberland Local Workforce Development Board is comprised of fourteen (14) Tennessee counties consisting of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, and White. Each county has a Local Elected Official (LEO) that is County Mayor/County Executive who is elected through popular vote. Each LEO is not only fiscally liable for the Workforce Innovation and Opportunity Act (WIOA) funds that flow from the state to the county mayors and to the fiscal agent for UCLWDB but also responsible for WIOA activities outlined in 20 CFR 679.420. The fourteen LEOs nominate and elect by majority (51%) voice or electronic vote a Chief Local Elected Official (CLEO) who can act on their behalf to ensure oversight of the local Board and its staff. The elected CLEO shall serve a term of two (2) years and may be reappointed in succession.

The Chief Local Elected Official (CLEO) for the Upper Cumberland Local Workforce Development Board is selected as:

**Mr. Randy Porter**  
**County Executive, Putnam County**  
**Putnam County Courthouse, 300 E Spring Street, Room 8**  
**Cookeville, TN 38501**  
**(931) 526-2161**

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:

- a. 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 the UCLWDB Partnership Agreement.
- b. 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.
- c. 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.
- d. 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. In general, the fiscal agent shall be responsible for the following functions:
  - Receipt of Funds
  - Maintain fiscal integrity and accountability for fund expenditures
  - Respond to financial audit findings
  - Maintain proper accounting records
  - Prepare financial reports
  - Provide technical assistance to subrecipients regarding fiscal issues
- e. 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.
- f. 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.

- g. 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.
- h. Approval and oversight of the Board budget- The UCLWDB shall develop an annual budget of their activities 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.
- i. Designation and certification of the LWDA- The CLEO is responsible for requesting official designation of the local area.
- j. Provide input to establish the by-laws of the LWDB- The CLEO must establish by-laws for the UCLWDB which are consistent with State policies for Board membership.
- k. 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.
- l. Establish agreements between the LEOs and between the LEOs and LWDB- 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.

### **Section III: Participating Local Elected Officials**

Participating in this Agreement are the local elected officials (LEOs) of the fourteen (14) Tennessee Counties comprising the Upper Cumberland Local Workforce Development Board. See **ATTACHMENT A** for exhaustive list of all LEO names, representation and contact information.

### **Section IV: Dispute Resolution**

Occasionally a dispute may arise among the LEOs regarding Board appointments or administration of their LEO responsibilities. In this event, the LEOs will attempt in good faith to resolve locally by mutually-satisfactory negotiations among themselves. If that fails, the CLEO will request that the TDLWD provide mediation services.

### **Section V: Fiscal Agent Designation**

The fiscal agent selected for the Upper Cumberland Local Workforce Development Board is designated as:

**Upper Cumberland Development District**  
**Mark Farley, Executive Director**  
**1225 South Willow Avenue**  
**Cookeville, TN 38506**  
**(931) 432-4111**

As the fiscal agent, UCDD shall be responsible for administration of WIOA funds as authorized under the Act. The LEOs shall retain responsibility for appropriate use and distribution of any and all funds allocated to the Upper Cumberland Local Workforce Development Board through such Act. The fiscal agent will be responsible for any theft or misappropriation of UCLWDB funds and is required to carry at its own cost commercial liability and a fidelity bond that meets Upper Cumberland Local Workforce Development Board requirements.

#### **Section VI: Grant Recipient/Liability of Funds**

Pursuant to Section 107 (d)(12)(B)(i)(I) of WIOA the consortium of LEOs of the Upper Cumberland Local Workforce Development Board assume the responsibility for receipt and disbursement of funds. It shall include the assumption of pro rata responsibility for misuse of funds under Section 128 and 133 of WIOA. The Upper Cumberland Development District is the fiscal agent for the Upper Cumberland Local Workforce Development Board and shall be responsible for all funds and activities by the direction of the Board in agreement with the LEOs and pursuant to the requirements of WIOA. The LEOs retain responsibility for appropriate use and distribution of any and all funds in proportion to their representation. The current state workforce fund allocation percentages of the individual counties comprising the Upper Cumberland Local Workforce Development Board will be used for distribution of misuse of funds. Reconciling disallowed costs and liability for those costs will first rest with the entity incurring those costs.

#### **Section VII: Communication**

The Consortium shall meet 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. In order to review and consider for approval the UCLWDB annual budget and/or any other UCLWDB business, the June meeting shall be a joint meeting of the LWDB and the Consortium.

### **Section VIII: LWDB 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 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.

### **Section IX: LWDB Member Representation**

The CLEO will work with the Consortium of LEOs to establish a Local Board that reflects WIOA requirements 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. The Upper Cumberland Local Workforce Development Board shall, at a minimum, have the following representation:

- a. 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 the optimum policy making or hiring authority.
- b. 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.
- c. 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).
- d. 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 work with the Consortium to ensure LWDB representation is fair and equitable across all counties within the area in accordance with applicable Workforce Services policies.

#### **Section X: Selection of a New Chief Elected Official**

When a new CLEO is selected among the Consortium, the newly elected CLEO must submit a written statement to the UCLWDB acknowledging that they have read, understood and will comply with the current Interlocal Agreement. **SEE APPENDIX D**

#### **Section XI: Election of a County Mayor**

This Agreement shall be reviewed within ninety (90) days of a county mayor election. If a new LEO is elected within one of the fourteen (14) counties comprising the Consortium, said official will submit a letter to the Board, or its staff, verifying that said official has read, understood and will comply with the current Interlocal Agreement. The letter should also reserve the right to request negotiations to amend the Interlocal Agreement at any time during their tenure as a LEO.

#### **Section XII: Amendment or Change to the Interlocal Agreement**

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, in collaboration with the other LEOs, will conduct discussions and good faith negotiations regarding any proposed changes. After five (5) business days post receipt of the letter requesting changes, the CLEO may call for a vote on amendment. This Interlocal Agreement may only be amended by a two-thirds (2/3) vote of the Consortium. Amended Interlocal Agreements will be submitted to the UCLWDB, staff to the Board and the TDLWD.

#### **Section XIII: LWDB Performance**

The CLEO, along with the Consortium of LEOs, will monitor and review the performance of 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. Monitoring tools will ensure complaint administration of WIOA funds and activities and will include the following:

- a. 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.
- b. Management Information Systems- UCLWDB will monitor and validate the data reporting within the AJC system.
- c. Monitoring of Local Contracts- The UCLWDB Monitoring Policy 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.
- d. Transparency- UCLWDB shall submit all requested reports and information to TDLWD in an accurate and timely manner.

*(End of Agreement)*

**Appendix A: Signature of LEOs**

Participating in this Agreement are the Local Elected Officials of the following counties:

**LEO Name: Mike Gannon**

Representation: Cannon County Executive

Contact Info: Cannon county Courthouse  
Public Square

Woodbury, TN 37190

Signature: \_\_\_\_\_



**LEO Name: Dale Reagan**

Representation: Clay County Mayor

Contact Info: City Hall

P.O. Box 387

Celina, TN 38551

Signature: \_\_\_\_\_



**LEO Name: Kenneth Carey, Jr.**

Representation: Cumberland County Mayor

Contact Info: Cumberland County Courthouse

2 North Main, Suite 203

Crossville, TN 38555

Signature: \_\_\_\_\_



**LEO Name: Tim Stribling**

Representation: DeKalb County Mayor

Contact Info: DeKalb County Courthouse

1 Public Square, Room 204

Smithville, TN 37166

Signature:



**LEO Name: J. Michael Cross**

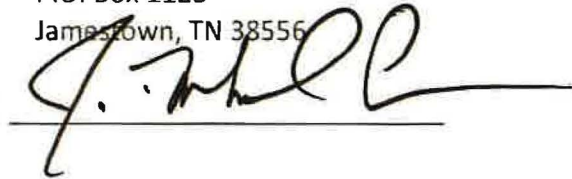
Representation: Fentress County Executive

Contact Info: Fentress County Courthouse

P.O. Box 1128

James Town, TN 38556

Signature:



**LEO Name: Randy Heady**

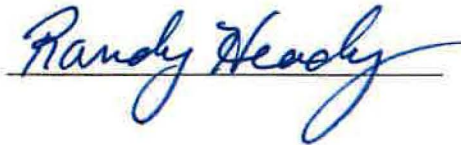
Representation: Jackson County Mayor

Contact Info: Jackson County Courthouse

P.O. Box 617

Gainesboro, TN 38562

Signature:



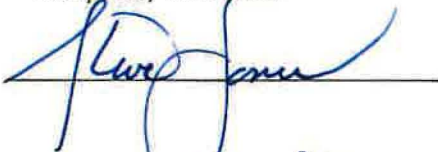
**LEO Name: Steve Jones**

Representation: Macon County Mayor

Contact Info: 201 County Courthouse

Lafayette, TN 37083

Signature:



**LEO Name: Curtis Hayes**

*Ben Danner*

Representation: Overton County Executive

Contact Info: Overton County Courthouse Annex, Suite 1

317 University Street

Livingston, TN 38570

Signature:



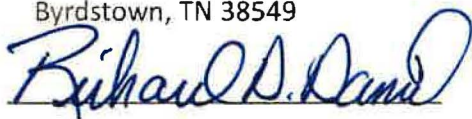
**LEO Name: Richard Daniel**

Representation: Pickett County Executive

Contact Info: 1 Courthouse Square, Suite 200

Byrdstown, TN 38549

Signature:

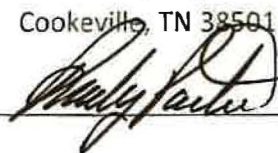


**LEO Name: Randy Porter**

Representation: Putnam County Executive

Contact Info: Putnam County Courthouse  
300 East Spring Street, Room 8  
Cookeville, TN 38501

Signature:

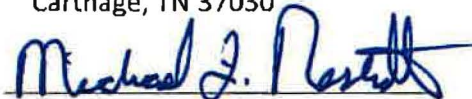


**LEO Name: Michael F. Nesbitt**

Representation: Smith County Mayor

Contact Info: 122 Turner High Circle  
Carthage, TN 37030

Signature:

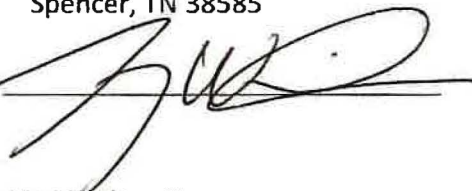


**LEO Name: Greg Wilson**

Representation: Van Buren County Executive

Contact Info: P.O. Box 217  
Spencer, TN 38585

Signature:

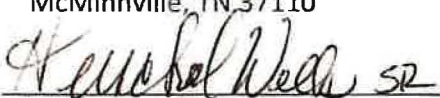


**LEO Name: Herschel Wells**

Representation: Warren County Executive

Contact Info: 201 Locust Street, Suite One  
McMinnville, TN 37110

Signature:



**LEO Name: Denny Wayne Robinson**

Representation: White County Executive

Contact Info: White County Courthouse  
1 East Bockman Way, Room 205

Sparta, TN 38583

Signature: \_\_\_\_\_

**Appendix B: Designation of the Fiscal Agent**

This document is to acknowledge the designation, by the Chief Local Elected Official, of a Fiscal Agent to act as the grant subrecipient. By signing this document the Fiscal Agent has read and understood the responsibilities and liabilities of the role as subrecipient described in WIOA Section 107(d)(12)(B)(i)(II). This document is only an acknowledgment that the Fiscal Agent has been designated. Contracts between the Fiscal Agent and the CLEO should ensure that the Fiscal Agent's roles and responsibilities are clearly outlines, and include the functions stated in 20 CFR 679.420.

\_\_\_\_\_



**Mark Farley, Executive Director**

Upper Cumberland Development District  
1225 South Willow Avenue  
Cookeville, TN 38506  
(931) 432-4111

\_\_\_\_\_



**Randy Porter, CLEO**

County Executive, Putnam County  
Putnam County Courthouse, 300 E Spring Street, Room 8  
Cookeville, TN 38501  
(931) 526-2161

**Appendix C:**

**Pursuant to 20 CFR 683.710(b)(2), each LEO must sign below to acknowledge the amount of financial liability assigned to their respective county in the event of misuse or misappropriation of WIOA funds.**

County: **Cannon**

Percentage of Liability: 3.187%

Printed Name: Mike Gannon, Cannon County Executive

Signature: 

County: **Clay**

Percentage of Liability: 2.975%

Printed Name: Dale Reagan, Clay County Mayor

Signature: 

County: **Cumberland**

Percentage of Liability: 17.98%

Printed Name: Kenneth Carey, Jr., Cumberland County Mayor

Signature: 

County: **DeKalb**

Percentage of Liability: 5.517%

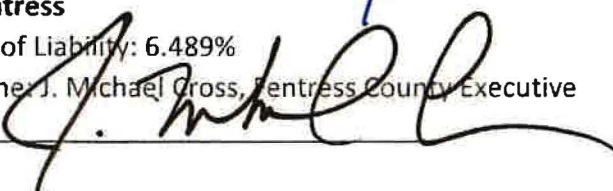
Printed Name: Tim Stribling, DeKalb County Mayor

Signature: 

County: **Fentress**

Percentage of Liability: 6.489%

Printed Name: J. Michael Cross, Fentress County Executive

Signature: 

County: **Jackson**

Percentage of Liability: 4.613%

Printed Name: Randy Heady, Jackson County Mayor

Signature: Randy Hardy

County: **Macon**

Percentage of Liability: 4.988%

Printed Name: Steve Jones, Macon County Mayor

Signature: Steve Jones

County: **Overton**

Percentage of Liability: 6.716%

Printed Name: Curtis Hayes, Overton County Executive

Signature: Ben Danner

County: **Pickett**

Percentage of Liability: 2.082%

Printed Name: Richard Daniel, Pickett County Executive

Signature: Richard D. Daniel

County: **Putnam**

Percentage of Liability: 22.315%

Printed Name: Randy Porter, Putnam County Executive (CLEO)

Signature: Randy Porter

County: **Smith**

Percentage of Liability: 4.325%

Printed Name: Michael E. Nesbitt, Smith County Mayor

Signature: Michael E. Nesbitt

County: **Van Buren**

Percentage of Liability: 1.866%

Printed Name: Greg Wilson, Van Buren County Executive

Signature: Greg Wilson

County: **Warren**

Percentage of Liability: 10.020%

Printed Name: Herschel Wells, Warren County Executive

Signature: Herschel Wells SD

County: **White**

Percentage of Liability: 6.925%

Printed Name: Denny Wayne Robinson, White County Executive

Signature: \_\_\_\_\_



**Appendix D:**

I, **RANDY PORTER, COUNTY EXECUTIVE FOR PUTNAM COUNTY**, do hereby acknowledge that I have read, understood and will comply with the Interlocal Agreement. I am aware of my roles and responsibilities as newly elected **CLEO** for the Upper Cumberland Local Workforce Development Board (UCLWDB).



\_\_\_\_\_  
Randy Porter, CLEO  
County Executive, Putnam County  
Putnam County Courthouse, 300 E Spring Street, Room 8  
Cookeville, TN 38501  
(931) 526-2161



# Upper Cumberland **WORKFORCE**

*Developing Talent to Support Long-term, Regional Workforce Needs*

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

**UPPER CUMBERLAND LOCAL WORKFORCE DEVELOPMENT BOARD**

The purpose of this agreement between the Chief Local Elected Official (CLEO) and the Upper Cumberland Local Workforce Development Board (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 Employer-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 July 26, 2018.



\_\_\_\_\_  
**Randy Porter, CLEO**  
**UCLWDB**  
Date: \_\_\_\_\_



\_\_\_\_\_  
**Board Chairperson**  
**UCLWDB**  
Date: 7/26/18

Attachment 12

Certifications



SUBJECT: Upper Cumberland Local Workforce Development Board, Local Plan

FROM: Randy Porter, Putnam County Executive  
Chief Local Elected Official, UCLWDB

Stephen Crook, Chairman  
UCLWDB

The attached Local Plan represents the Upper Cumberland Local Workforce Development Board's efforts to maximize resources available under Title I of the Workforce Innovation and Opportunity Act and, to coordinate those resources with other state and local programs in the workforce area.

We certify that we will operate our Workforce Development Plan in accordance with this plan and applicable federal and state laws and regulations.

A handwritten signature in blue ink, appearing to read "Randy Porter", is positioned above a horizontal line.

Randy Porter, Putnam County Executive  
Chief Local Elected Official, UCLWDB

A handwritten signature in blue ink, appearing to read "Stephen Crook", is positioned above a horizontal line.

Stephen Crook, UCLWDB Chairman



SUBJECT: Middle Tennessee Region, Regional Plan

FROM: Randy Porter, Putnam County Executive  
Chief Local Elected Official, UCLWDB

I certify that the Upper Cumberland Local Workforce Development Board will operate within the guidelines of the Regional Plan in accordance with this plan and applicable federal and state laws and regulations.

A handwritten signature in blue ink, appearing to read "Randy Porter", is written over a horizontal line.

Randy Porter, Putnam County Executive  
Chief Local Elected Official, UCLWDB