

**BLUEGRASS WORKFORCE PARTNERSHIP AGREEMENT
BETWEEN THE
BLUEGRASS WORKFORCE INNOVATION BOARD
AND THE
BLUEGRASS GOVERNING BOARD OF LOCAL ELECTED OFFICIALS**

This Partnership Agreement (this "Agreement") is between the Bluegrass Workforce Innovation Board hereinafter referenced as BGWIB and the Bluegrass Governing Board of Local Elected Officials hereinafter referenced as the Governing Board, collectively referred to as the "Parties."

RECITALS

WHEREAS, the Workforce Innovation and Opportunity Act ("WIOA") provides for governance responsibilities to be shared by the Governing Board and the BGWIB;

WHEREAS, the Interlocal Agreement among the Kentucky Counties of Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lexington-Fayette, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford (the "Bluegrass Workforce Area") authorizes the Governing Board and the BGWIB to enter into a Partnership Agreement regarding their shared responsibilities;

WHEREAS, the Governing Board and the BGWIB desire to create guidelines to be followed in the performance of their responsibilities under WIOA and under Federal and State regulations.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Development of Local Plan and Regional Plan.

A. *Local Plan.* The BGWIB, in partnership with the Governing Board, shall develop the local workforce plan (WIOA Section 107 (d) (1)). The local plan shall be approved and jointly submitted to the Governor by the BGWIB and the Governing Board.

B. *Regional Plan.* The BGWIB, also in partnership with the Governing Board, shall coordinate with other local workforce development boards as identified by the Kentucky Education and Workforce Development Cabinet (the "Cabinet") to develop the regional workforce plan (the "Regional Plan"). The Regional Plan shall be approved by the BGWIB and the Governing Board prior to submittal to the Governor concurrently with the local plan.

2. Selection of Service Providers and Centers

Consistent with WIOA, the BGWIB with the agreement and approval of the Governing Board's Executive Committee, shall 1) competitively select adult, youth and dislocated worker service providers, 2) competitively select the One-Stop Operator ("OSO"), and 3) certify Centers. Neither the BGWIB nor the Governing Board nor the local grant recipient/fiscal agent selected by the Governing Board shall directly deliver the aforementioned services.

3. Program Oversight Responsibilities

The BGWIB, in partnership with the Governing Board's Executive Committee, shall conduct oversight responsibilities as described in WIOA Section 107 (d) (8).

4. **Budget, Administration and BGWIB Duties**

- A. The BGWIB, subject to approval by the Governing Board's Executive Committee, shall develop a budget for Board activities (WIOA Section 107 (d) (12)).
- B. The Governing Board shall designate the fiscal agent and local grant recipient who shall provide administrative support for the local workforce system. Within the administrative support, the hiring of the Director and/or key management board support positions will be done jointly by representatives of the Governing Board's Executive Committee, the BGWIB, and the entity providing administrative support, unless any party elects to forgo participation in the process.
- C. If the BGWIB requires staff devoted solely to assist in carrying out function of the BGWIB, a description of the need and the budget for the position(s) will be presented to the Governing Board's Executive Committee for approval.
- D. The BGWIB shall perform duties assigned by WIOA in Section 107, by Federal and State grant agreements, by the Commonwealth of Kentucky and by the Governing Board. The BGWIB may hire staff for the limited purpose of assisting with these duties so long as the costs associated with BGWIB staffing are reasonable and allowable and are approved in advance by the Governing Board's Executive Committee.

5. **Dispute Resolution.**

Whenever any dispute arises between the Governing Board and the BGWIB under this Agreement, the Parties may seek resolution of the dispute as follows:

- A. The Parties will seek in good faith to resolve any such dispute by arranging a meeting between the Parties with authority to resolve the matter within seven business days after either Party receives notice of a dispute.
- B. If the Parties are unable to resolve the dispute informally within 14 working days, the Governing Board's Executive Committee and an equal number of BGWIB Executive Committee members shall meet to resolve the dispute through discussion and a majority vote.

6. **BGWIB Bylaws**

The BGWIB shall adopt bylaws which shall be submitted to and which are subject to approval by the Governing Board's Executive Committee. The bylaws shall be consistent with Federal Rules at 20 CFR 679.310 (g) (1 through 6) and shall assure that the Governing Board's Executive Committee is (1) promptly notified of BGWIB vacancies, (2) that BGWIB members actively participate in the carrying out of BGWIB duties and functions, and (3) that BGWIB meetings, committees and work groups are structured to afford all BGWIB members the maximum opportunity to attend and participate. The BGWIB shall not permit proxies or alternates to stand in for BGWIB members.

7. **The Governing Board shall:**

- A. Appoint, reappoint and remove BGWIB members in accordance with Governing Board bylaws and the Interlocal Agreement; and applicable federal and state law, regulations, and policies.
- B. Perform duties as required by WIOA, the Commonwealth of Kentucky, the Fiscal Courts, Federal and State grant agreements, other applicable Federal, State and local laws, regulations, and policies, the Interlocal Agreement and this Partnership Agreement.

8. **Re-branding**

The BGWIB and/or the Governing Board may elect to “rebrand” by changing either or both of their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement

9. **Duration**

This agreement shall take effect when authorized by the BGWIB and the Governing Board. Either party may withdraw from this agreement by giving at least sixty (60) days written notice of termination.

10. **Amendment**

This Agreement may be amended by written consent of the BGWIB and the Governing Board.


11. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement.


The Parties agree to each of the terms of this Partnership Agreement by signing below.

Bluegrass Workforce Investment Board


Name: _____



Date: _____


Governing Board


Name: _____


Date: _____

Governing Board


Name: _____


Date: _____