

**BOARD OF SOUTH CENTRAL OKLAHOMA WORKFORCE BOARD LOCAL ELECTED
OFFICIAL CONSORTIUM***

ZOOM: <https://zoom.us/j/95408711780> Meeting ID: 954 0871 1780

DATE: THURSDAY, February 25, 2021

TIME: 5:30 P.M.

REGULAR _____

SPECIAL **X** _____

EMERGENCY _____

1. Call meeting to order.
2. Roll Call
3. Approval of Minutes from June 18, 2020 Meeting (Attachment 1) - South Central Oklahoma Workforce Board Executive Director, Trina Southard
4. Nominations and Approval of new Chief Local Elected Official (CLEO) in the Consortium Agreement (Attachment 2) -South Central Oklahoma Workforce Board Executive Director, Trina Southard
5. Consideration and Action on adding an alternate signator in case of absence by the CLEO - South Central Oklahoma Workforce Board Executive Director, Trina Southard
6. Review, Consider and Act on the SCOWB/CLEO Agreement (Attachment 3) - South Central Oklahoma Workforce Board Executive Director, Trina Southard
7. New Business
8. Adjournment

***The Consortium includes county commissioners from Caddo, Comanche, Cotton, Grady, Jefferson, McClain, Stephens and Tillman Counties and Mayors from Chickasha, Duncan and Lawton.**

*Notice of this meeting was made to the Comanche County Clerk on February 17, 2021 and filed with
The Oklahoma Secretary of State and by
posting this agenda visibly displayed at the Lawton Oklahoma Works Center at 1711 SW 11th Lawton, OK 73501*

MINUTES OF
SOUTH CENTRAL OKLAHOMA WORKFORCE BOARD LOCAL ELECTED OFFICIAL CONSORTIUM MEETING
June 18, 2020

Red River Technology Center – Jerry D Morris Business and Industry Center

3300 Bois D' Arc DUNCAN, OK 73533

Agenda was posted by 7:30 a.m. at the Stephens County Courthouse, 101 South 11th Street, Duncan, Oklahoma on June 17, 2020.

IN ATTENDANCE

Alvin Cargill – Comanche County

Chris Mosley – Mayor of Chickasha

Ritchie Dennington – Mayor of Duncan

Stan Booker – Mayor of Lawton

Glen Murray – McClain County

Randy McLemore – Caddo County

STAFF

Trina Southard

I. Call to Order and Welcome

The meeting was called to order at 5:37 p.m. by Trina Southard, Executive Director.

II. Roll Call

Southard called roll and determined there were an appropriate number in attendance for a quorum.

III. Approval of the June 20, 2019 minutes

Alvin Cargill made the motion to approve, seconded by Glen Murray. Those voting aye were, Cargill, Murray, McLemore, Booker, Dennington and Mosley. The motion passed unanimously.

IV. Approval of the 2020 Budget

Southard reviewed the budget with the group and told them that this budget is proposed because we do not have final numbers from the state for all of our 2020 funding. We will also not have actual carryover until late July when everything is closed out for PY19. Mayor Booker made the motion to approve, Mayor Dennington seconded the motion. Those voting aye were Cargill, Murray, McLemore, Booker, Dennington and Mosley. The motion passed unanimously.

V. Approval of the SCOWB/CLEO Consortium Agreement

Southard reviewed the agreement and explained that the only update in the agreement was the designation of the one-stop operator. Since several of the Consortium members were new, she told them that the agreement gave an overview of the responsibilities of the Consortium members. Alvin Cargill made the motion to approve, seconded by Glen Murray. Those voting aye were, Cargill, Murray, McLemore, Booker, Dennington and Mosley. The motion passed unanimously.

VI. Staff Updates

- Workforce Programs – Southard gave a brief overview of the WIOA workforce programs and the structure of the organization. She told the consortium members about the training, work experience and on-the job training programs available. Many of the commissioners have used the work experience programs and were interested in workers for the summer.
- Monitoring – Southard stated that the South-Central Area was monitored by the state the previous week. It would be around 30 days before the final report is issued, but during the exit call for the monitoring, there were very few issues that needed to be resolved.
- Oklahoma Workforce Association Conference Sept 23-25 – Southard stated that it was still undecided if the conference would take place this year. She told the group that if the conference is held, they are all welcome to attend.

VII. New Business

There was no new business

II. Adjournment

The meeting was adjourned at 6:05 p.m. motion made by Alvin Cargill and seconded by Stan Booker. Those voting aye were Cargill, Murray, McLemore, Booker, Dennington and Mosley. The motion passed unanimously.

Randy McLemore, Chief Local Elected Official

**LOCAL ELECTED OFFICIAL CONSORTIUM AGREEMENT
WORKFORCE INNOVATION AND OPPORTUNITY ACT
SOUTH CENTRAL OKLAHOMA WORKFORCE DEVELOPMENT AREA,
OKLAHOMA**

This Consortium Agreement is amongst the counties of Caddo, Comanche, Cotton, Grady, Jefferson, McClain, Stephens and Tillman, in conjunction with the lead cities of Chickasha, Duncan and Lawton; hereinafter, referred to as “the Parties.”

WHEREAS, the Oklahoma State Legislature has authorized inter-local cooperation agreements between and amongst governmental entities; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) authorizes local units of government to enter into agreements for the purpose of receiving funds under this Act; and

WHEREAS, the Governor has designated the local workforce development area for the South-Central Oklahoma area, and this area includes eight counties, and the designation is consistent with guidelines in WIOA; and

WHEREAS, WIOA specifies that if any local area so designated includes more than one unit of general local government, the chief elected officials of such units may execute an agreement to describe their responsibilities for carrying out the roles and responsibilities under the Act; and

WHEREAS, the local elected officials (LEOs), comprised of one county commissioner from each county and the lead city mayors of the specified area, have legal authority to provide the governmental function which is the subject matter of this Agreement, and find that the performance of this Agreement is in the common interest of the Parties; **NOW THEREFORE**,

FOR AND IN CONSIDERATION of the mutual covenants set out herein, the Parties hereto agree as follows:

1. Purpose

The purpose of this agreement is to establish a unified workforce development system throughout the South-Central Oklahoma Workforce Development Area. This Agreement also establishes a Chief Local Elected Official (CLEO) which shall act as the designee of the entire group of Local Elected Officials and shall act upon workforce development issues for the Parties, and designates a Fiscal Agent for this Consortium of Local Elected Officials.

2. Term

- Develop in collaboration with the Board, the local workforce plan, which specifies the types of services that will be provided as described in WIOA § 108. The local plan must be consistent with the regional and state plan and be approved by the Governor through the Workforce Systems Oversight Committee.
- The local board, with agreement of the CLEO, must develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners as described under WIOA §121. The completed MOUs shall be subject to CLEO approval and shall be reviewed and approved by the CLEO and SCOWB at scheduled meetings.
- Be involved in defining and establishing skill standards that will drive the Request for Proposal process and assist in determining appropriate vendors for the procurement of WIOA funded services.
- SCOWB, with the agreement of the CLEO for the local area, must designate and certify a one-stop operator through a competitive process.
- In partnership with SCOWB, the CLEO shall conduct oversight for local youth workforce investment activities authorized under section 129 (c), local employment and training activities authorized under subsections (c) and (d) of section 134, and the one-stop delivery system in the local area. Oversight must ensure the appropriate use and management of the funds provided under Subtitle B for the activities and system and for workforce development activities. Oversight must also ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA §116. Results shall be reported to the CLEO and SCOWB and shall be reviewed and approved at scheduled meetings.
- SCOWB, the CLEO and the Governor must negotiate the performance levels that will be applicable to the local area as described in WIOA §116 (c).

4. Fiscal Agent Designation

Pursuant to WIOA, the LEOs shall serve as the local grant recipient for funds allocated to the South-Central Oklahoma Workforce Development Area. To assist in the administration of grant funds, the LEOs may designate an entity to serve as a local fiscal agent. The entity designated by the LEOs to serve as fiscal agent for WIOA funds for the area is:

Central Oklahoma Workforce Investment Board
 3813 N Santa Fe, Suite 135
 Oklahoma City, OK 73118
 405-622-2026
 FEI Number: 20-2127210

The fiscal agent is designated in accordance with federal and state legislation governing workforce development programs. Such designation shall not relieve the LEOS of the liability for any misuse of grant funds as described in Article 5 below.

The fiscal agent shall, unless legally improper, disburse grant funds as required by the Workforce Development Board, pursuant to local and regional plans and in accord with the following jointly developed fiscal procedures.

- ❖ Accounting for WIOA funds will be performed by the fiscal agent in accordance with the State of Oklahoma procurement policies and procedures.
- ❖ The fiscal agent shall use appropriate cost allocation methodology for all of its federal and state fiscal reporting systems.
- ❖ The fiscal agent will be responsible for the general accounting functions of WIOA funds which includes the maintenance of the general ledger, revenue and expenditure accounts, payroll and account payable.
- ❖ The fiscal agent shall retain sufficient administrative funds to employ staff to perform the fiscal duties above, including fiscal monitoring of WIOA programs.
- ❖ All required fiscal reports will be prepared and set to the CLEO after review and input by the fiscal agent.

A separate agreement between SCOWB and the Fiscal Agent will set forth further designated requirements.

5. Liability

Liability pursuant to this Agreement shall be covered as follows:

- First priority – recover funds from the contractor, agent or third party incurring the liability;
- Second priority – recover the funds from an insurance carrier or bond insurer;
- Third priority – the fiscal agent shall repay the disallowance from its funds as permitted by law;
- Fourth priority – shared by LEOs based on the proportion of their respective populations.

SCOWB shall indemnify and hold harmless the LEOs for any expenditures not made in accordance with approved contracts or approved operating budgets of the parties to this agreement. The LEOs shall be indemnified and held harmless by the WIOA Board for cash received by the WIOA Board in excess of amounts disbursed under approved contracts and budgets.

Prior to or upon execution of this agreement:

- SCOWB shall provide the LEOs with satisfactory evidence of adequate insurance coverage including, but not limited to, general and special liability insurance, audit exception insurance and all state and federal mandated insurance;

- SCOWB shall require all subcontractors and agents to provide to the WIOA Board satisfactory evidence of insurance indemnifying the WIOA Board and the LEOs as named insured's;
- All insurance shall be in such kind, form and amount as the LEOs, through mutual written agreement, shall require;
- Liability insurance shall be maintained at all times as directed by the LEO's, provided, however, the Consortium may procure audit liability only as is available at a reasonable financial cost;
- Notice shall be given to each of the LEOs about any claim or suit filed.
- Any proposed settlement of a claim or suit filed against the LEOs which exceeds liability insurance coverage limits must be approved by a majority of the members.
- Any monetary liability shall be apportioned among the recipients of the funds in direct proportion to total funds allocated for the specific program for which the liability rose.

The LEOs have agreed to protect themselves or be prepared for potential disallowed costs by:

- Considering the track record of the designated fiscal agent;
- Fiscal agent providing satisfactory evidence of adequate insurance coverage;
- SCOWB requiring all subcontractors and agents to provide to the Board satisfactory evidence of insurance;
- Notice shall be given to each of the LEOs regarding any claim or suit filed;
- Any proposed settlement of a claim or suit filed against the LEOs which exceeds liability insurance coverage limits must be approved by a majority of the members;
- With insurance, recover funds from the carrier or bond insurer;
- Shared liability based on the proportion of their respective populations.

6. WIOA Board Appointments

WIOA requires the State to establish criteria for appointing members to local Workforce Development Boards. The Act indicates that Chief Elected Officials will

make appointments to the Local Workforce Development Board. The following membership criteria has been established in Oklahoma, the full text of which is found in *Oklahoma Workforce Development Issuance #05-2017 issued on May 21, 2020*.

WIOA requires that a majority of the members of the Local Board must be representatives of business in the local area. The Act specifies that certain representatives must be nominated for Board membership by particular organizations. The Act indicates that business representatives to the Local Workforce Board must be appointed from nominees of "local business organizations or business trade associations." Lead city business or trade organizations should nominate business representatives from their local labor market areas.

If the need to add new WIOA Board members arises, the local Workforce Development Board staff must seek appropriate nominations and submit them to the CLEO for action. The CLEO may again request more nominations than there are vacancies in order to exercise discretion (2 for 1, 3 for 2, etc.) for business representative appointments. Likewise, the CLEO may also initiate the process of appointing new members by seeking appropriate nominations, if necessary, and making appointments in accordance with membership requirements, etc. Members can be dismissed for cause only as indicated in the Workforce Development Board Bylaws.

Other Workforce Development Board members from the public sector are mandated by the Act, and appointed by their respective agencies, and a complete listing is set out in the above Oklahoma Workforce Development Issuance. The Board may include any such other individuals or representatives of entities as the CLEO may determine to be appropriate.

7. Other Consortium Issues

The LEOs will meet at times as determined necessary by the CLEO.

The CLEO will be responsible for calling a meeting.

SCOWB may also call a meeting of the LEO's.

Parties will be notified in writing at least three (3) days in advance of such meetings. The notice shall include the time and place for the meeting and the proposed agenda, and shall conform with all requirements of the Oklahoma Open Meeting Act.

A quorum for such meeting will be the number of LEOs present to conduct business.

Disputes between consortium members will be resolved informally to the extent possible. A meeting will be called expressly to resolve the specific dispute.

If information resolution is unsuccessful, the CLEO may engage the services of a mediator.

If mediation is unsuccessful, the CLEO shall select an arbitrator. The arbitrator so selected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator.

Members can be changed for a variety of reasons. A new jurisdiction may wish to join, a new LEO might be elected which would replace a present LEO in the consortium. New members would be included as from the onset by agreeing to the Consortium Agreement in place and thereby accepting liability as stated in the agreement.

Decision will be made by the consortium by a majority vote of the members present.

8. Various Issues

No individual, in a decision-making capacity, including SCOWB and LEO members, shall engage in any activity, including participation in the selection, award or administration of a sub-grant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an individual, and/or a member of the individual's immediate family, has a financial or other interest in the firm or organization selected for an award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. SCOWB and LEO members shall not participate in financial matters before their respective bodies that pertain to organizations which they represent. A LEO or SCOWB member shall not cast a vote on or participate in any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member. Neither membership on the LEO Consortium nor SCOWB, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provision of this section.

In the event SCOWB has reasonable cause to believe it cannot meet any or all of the obligations placed upon it by the terms of this Agreement, the LEOs must be notified immediately in writing. The LEOs shall make all reasonable efforts to assist the SCOWB in meeting its obligations under this Agreement. If within thirty days of notification, SCOWB remains unable to comply with its obligations under this agreement, the LEOs here shall seek amendment or modification in accordance with the set procedures for the purpose of the effective continuation of the Act.

In the event that an impasse should arise between the LEOs and SCOWB regarding the terms and conditions, the performance, or administration of this Agreement, the parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other in

good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If a committee is formed from members of each body to resolve the dispute, the committee shall report the resolution to both the full LEO and SCOWB. Continued performance during disputes is required.

Any amendment to this agreement shall require the approval of each party.

Agreement amendments for the purpose of adding additional counties, or for other purposes of modification, shall be referred to the LEOs for voting. Amendments must be approved by two-thirds vote of the LEOs. This agreement may be amended at any time by written, signed consent of the LEOs. This may be accomplished by mail or email.

Should any part of this agreement be invalidated or otherwise rendered null and void, the remainder of this agreement shall remain in full force and effect.

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures.

Signature
Caddo County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
Comanche County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
Cotton County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
Grady County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
Jefferson County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
McClain County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
Stephens County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
Tillman County Commissioner

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
City of Chickasha Mayor

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
City of Duncan Mayor

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

Signature
City of Lawton Mayor

Date

AUTHORITY AND SIGNATURES

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures

On behalf of the Fiscal Agent:

Signature

Date

**AGREEMENT
BETWEEN
SOUTH CENTRAL OKLAHOMA WORKFORCE AREA LOCAL ELECTED OFFICIALS
AND
SOUTH CENTRAL OKLAHOMA WORKFORCE BOARD (SCOWB)**

This agreement entered into between the South-Central Oklahoma Workforce Area Local Elected Officials, (hereinafter “LEO”) and the South-Central Oklahoma Workforce Board (hereinafter “SCOWB”) of the South-Central Oklahoma Workforce area (hereinafter “Area”) consisting of eight (8) counties in Oklahoma is pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter “WIOA”) set forth in 29 U.S.C. § 3101, et. seq.

ARTICLE I: PURPOSE OF AGREEMENT

All parties to this agreement envision a workforce area that has thriving businesses, a workforce with the basic skills and education required for employment within the region. *Specifically, the South-Central Area’s mission is to enhance the area’s prosperity by helping people and businesses with their workforce needs. The Board is charged with the implementation of the Workforce Innovation and Opportunity Act of 2014 whose purpose is to “improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation.”*

The purpose of the agreement is to outline the roles of each party in the planning, establishment and oversight of a comprehensive workforce development system according to WIOA and Federal regulations promulgated to implement WIOA that will lead the region to this vision.

ARTICLE II: LEO MEMBERSHIP

The eligible LEOs are the three county commissioners from each of the following Oklahoma counties: Caddo, Comanche, Cotton, Grady, Jefferson, McClain, Stephens, Tillman Counties and the mayors of each of the following Oklahoma cities/towns: Duncan, Lawton and Chickasha.

ARTICLE III: CHIEF LOCAL ELECTED OFFICIAL

For the purpose of fulfilling the South-Central Oklahoma Workforce Investment Area’s workforce related business, the Local Elected Officials Consortium, as defined in the South-Central Oklahoma Workforce Investment Area LEO Consortium Agreement, has elected by majority vote a Chief Local Elected Official (CLEO) of the South-Central Oklahoma Workforce Investment Area to represent the Consortium on all matters with regards to workforce investment area business. The designated CLEO is Ralph Beard. Acting on behalf of the LEO Consortium, the CLEO will be informed by the board on all matters of strategic importance including, but not limited to: one-stop career center status, financial stability; program

effectiveness; board membership vacancies; and other matters regarding the workforce investment areas programs.

ARTICLE IV: CHIEF LOCAL ELECTED OFFICIAL ROLES/RESPONSIBILITIES

The Chief Local Elected Official's roles/responsibilities shall include, but are not limited to the following:

- A. Calling regular and special meetings of the LEOs
- B. Chairing the meeting of the LEO
- C. Act on behalf of the LEO Consortium on all matters pertaining to the Workforce Innovation and Opportunity Act or workforce investment system within the South Central Oklahoma Workforce Investment Area that does not require an open meeting.
- D. Submitting the paperwork to the state for SCOWB Certification
- E. Designate, the fiscal agent for the Area's WIOA funds. The Area's fiscal agent designee will be identified within a CLEO-Fiscal Agent Agreement.

ARTICLE V: LEO ROLES/RESPONSIBILITIES

The LEO roles/responsibilities shall include, but are not limited to the following:

- A. Select the Chief Local Elected Official and alternate designee.
- B. Assume liability for the Area's WIOA funds

As grant recipient and Fiscal Agent, the CLEO accepts responsibility for the management, operations, and compliance with all laws and federal regulations related to the operation of the system described in this Agreement. The LEO agrees to accept liability of any kind, including cost and expenses for or on account of any litigation brought against the LEO and/or the Board for damages to any person or property by virtue of the LEO's performance of its fiscal responsibilities delegated under this Agreement.

The LEO shall secure public liability insurance on behalf of the members to the extent funds are available for that purpose, to insure against the risks of bodily injury, illness, or any other damages or losses or with respect to any claims arising out of any fiscal agent activity under WIOA. The LEO shall require the same of the One Stop Operator and all of its sub-recipients.

The parties to this Agreement concur that, in the event a liability results from a sub-contractual agreement with another party, all methods for pursuing collection of the disallowed costs will be exhausted prior to requesting assistance from the state for any debt collection.

- C. Appoint the SCOWB members as outlined in Article VI of this agreement
- D. Approve the SCOWB developed WIOA budget
- E. Agree to the SCOWB selected Oklahoma Works (One-Stop) System Operator
- F. Other functions as outlined in Article VII: Joint LEO/SCOWB Roles/Responsibilities

ARTICLE VI: SCOWB MEMBERSHIP

A. Composition

The SCOWB is appointed by the CLEO and WIOA requires the CLEO to establish by-laws, consistent with State policy for the SCOWB membership. The by-laws shall at a minimum address the formal nomination and appointment process for board members and board chair, term limitations and how the term appointments will be staggered to ensure only a portion of memberships expire in a given year, the process to notify the CLEO of a SCOWB member vacancy to ensure a prompt nominee, and a description of how the SCOWB meets its requirements to conduct business in an open manner under the “sunshine provision” of WIOA.

The SCOWB consists of at least a majority of business representatives in the local area, including representatives from employers in the region with key industry clusters or economic sectors, both critical and emerging, and an appropriate mix of small, medium and large firms adequately representing, to the extent possible, urban, suburban and rural interests. The chair of the SCOWB must be selected from among the business representatives. The CLEO will require more nominations than there are business representative vacancies.

Every effort will be made to assure that the SCOWB represents the overall demographic composition of the Area. Membership will include key community and economic development leaders/opinion leaders. All other representatives should be nominated before attempting to nominate business representatives. This will enable the SCOWB to manage their size.

The SCOWB includes at least two representatives of local educational entities; at least two representatives of labor organizations; at least one representative of community-based organizations; and at least one representative of economic and community development agencies. In addition, one representative from each of the following agencies will serve on the SCOWB:

- Oklahoma Employment Security Commission – designated by the Oklahoma Employment Security Commission

- Adult Basic Ed and Family Literacy Program – designated by the State Superintendent of Schools
- Post-Secondary Carl D. Perkins Vocational and Applied Technology Education Program – designated by the area Career Technology Centers and Community Colleges operating these programs
- Oklahoma Department of Vocational Rehabilitation Services – designated by the Department of Rehabilitation Services
- Native American Programs– designated by the WIOA Title I National Program Operators

Members of the SCOWB are individuals with optimum policy-making authority within the organizations, agencies, or entities they represent.

B. Nomination Process

The SCOWB Executive Director acting on behalf of the LEO contacts various entities in the local area for nominations/designations to appoint members and or fill vacancies.

Business representatives are selected from among individuals nominated by local business organizations or trade associations and include owners of businesses, chief executives or operating officers of businesses, and other business executives with optimum policy-making or hiring authority. They represent businesses with employment opportunities that reflect the employment opportunities of the local area.

Regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, entities providing adult education and literacy activities, and post-secondary educational institutions nominate local educational representatives.

Labor representatives are selected from among individuals nominated by local labor federations, or where none exist, other representatives of employees.

Entities that represent more than one funding stream should not have more than one representative on the SCOWB.

The official letter of nomination/designation from the agency, group or organization nominating the individual must be kept on file in the SCOWB offices.

ARTICLE VII: JOINT CLEO/SCOWB ROLES & RESPONSIBILITIES

The following lists the joint roles/responsibilities of the CLEO and SCOWB:

- A. Develop/submit the local and regional WIOA plan
- B. Conduct oversight of youth workforce investment activities, adult and dislocated worker employment and training activities under WIOA, and the entire one-stop delivery system of the local area
- C. Negotiate and reach agreement on local Performance Measures
- D. Approve the transfer of funds between WIOA Adult and DLW funds
- E. Set policy for WIOA activities and services within the local area and consistent with State policies
- F. Develop/execute an MOU with Oklahoma Works system partners relating to the operation of the one-stop delivery system
- G. Respond to monitoring findings
- H. Designate and supervise a Local Equal Opportunity Officer (CLEO & SCOWB Chair)

ARTICLE VIII: SCOWB ROLES & RESPONSIBILITIES

The roles/responsibilities of the SCOWB include:

- A. Select the WIOA Youth, Adult and Dislocated Worker eligible service providers
- B. Maintain the list of WIOA Adult and Dislocated Worker Eligible Training Providers
- C. Assist the Governor to develop the statewide workforce and labor market information system
- D. Coordinate WIOA activities with economic development strategies and develop employer linkages
- E. Promote private sector involvement in the statewide workforce investment system
- F. Promote business representation on the SCOWB
- G. Develop and implement strategies that meet employers and workers employment and skill needs
- H. Lead efforts to develop and implement career pathways with representatives of secondary and postsecondary education programs

- I. Use technology to leverage resources and capacity within the local workforce development system
- J. Assess, at a minimum, annually, the physical and programmatic accessibility of all Oklahoma Works centers in the local workforce development area, per 29 CFR Part 38.

ARTICLE IX: OKLAHOMA WORKS (ONE-STOP) SYSTEM OPERATOR

The SCOWB and LEO have selected Odle Management as the WIOA One Stop system operator.

ARTICLE X: CONFLICT OF INTEREST

Grantees, sub-recipients, and contractors funded under WIOA must implement conflict of interest policies and procedures as stipulated in the WIOA law, Code of Federal Regulations and guidance, Office of Management and Budget (OMB) Circulars, State regulations, and State WIOA conflict of interest requirements.

Sufficient firewalls must be in place, ensuring that stewards of the programs and all those served in the programs are not only eligible and suitable but also protected from being part of the perception of impropriety, and conflict of interest.

No individual in a decision-making capacity, including SCOWB members and LEOs, shall engage in any activity, including participation in the selection, award, or administration of a sub-grant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the individual, and/or a member of the individual's immediate family, the individual's partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in, the firm or organization selected for an award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. SCOWB members and LEOs shall not participate in financial matters before their respective bodies that pertain to organizations which they represent.

A CLEO or SCOWB member shall not cast a vote on, or participate in, any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member.

Before any public discussions regarding the release of a Request for Proposal, or any matter regarding the release of funding or the provision of services, a SCOWB member or a member of a SCOWB committee must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting should reflect the disclosure.

Neither membership on the LEO consortium or SCOWB, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provision of this section.

ARTICLE XI: RESOLUTION OF DISAGREEMENT

In the event that an impasse should arise between the CLEO and SCOWB regarding the terms and conditions, the performance, or administration of this Agreement, the parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other, in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If a committee is formed from members of each body to resolve the dispute, the committee shall report the resolution to both the CLEO and the full SCOWB. Continued performance during disputes is assured.

ARTICLE XII: AMENDMENT OR RENEWAL OF AGREEMENT

Any modifications to this Agreement, to be valid, must be in writing, approved by both a majority of the SCOWB members and a majority of the LEOs, signed and dated under the conditions agreed upon by all of the parties, and attached to the original Agreement. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

ARTICLE XIII: DURATION OF AGREEMENT

This agreement shall become effective when signed and dated by the chair of the SCOWB, attested by the Secretary, and when signed by the Chief Local Elected Official. This agreement shall continue until modified or terminated by a majority vote of both the SCOWB and CLEO. This agreement will be reviewed by both the SCOWB and CLEO prior to the beginning of each program year on July 1st.

ARTICLE XIV: Merger

This agreement constitutes all of the terms and agreement between the parties. All prior negotiations, statements, representations, warranties, and agreements, if any, pertaining to any of the details of the subject matter are hereby superseded and terminated by this agreement, which is the entire contract of the parties. All covenants and terms hereof shall extend to and be obligatory upon the successors and assigns of the parties. Each signatory certifies it has full legal authority to execute this agreement on behalf of its principal.

ARTICLE XV: Nondiscrimination and Equal Opportunity Assurances

All parties must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national

origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The parties also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the parties' operation of the WIOA Title I-financially assisted program or activity, and to all agreements to carry out the WIOA Title I-financially assisted programs or activities. The parties understand that the United States has the right to seek judicial enforcement of this assurance.

SIGNATURE PAGE

This agreement, as stipulated under Section 107(b) of the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, et. seq. has been approved by the SCOWB and CLEO of the Area. The agreement is effective when signed and dated by the SCOWB Chair and designated Chief Local Elected Official. This agreement will remain in effect until it is modified or terminated by a majority of both the SCOWB and LEOs.

SCOWB

SCOWB Chief Elected Official

By: _____
Signature

By: _____
Signature

Shane Bowers
Typed Name

Ralph Beard
Typed Name

Chair
Title

CLEO, Grady County
Title

Date

Date