



AGENDA

Capital Workforce Partners

Consortium of Chief Elected Officials Council

September 25, 2015 @ 12noon, Town of East Hartford, 740 Main Street, East Hartford CT

Time	Item	Owner
12noon	Welcome and Lunch	Marcia Leclerc
12:15pm	1. CONSENT a. Approval of July 22, 2015 Minutes (attached)	Marcia Leclerc
12:20pm	ACTIONS 1. Appoint 2015-2016 Workforce Development Board under WIOA <ul style="list-style-type: none">• 27 Nominations (Attached - 14 Private, 13 Pubic) 2. Approve Consortium/Board MOU (attached) <ul style="list-style-type: none">a. Cover Memob. Table of Authorities - ICA & MOUc. MOU 3. Approve FY15-16 Budget (attached)	Council
12:40pm	Discussion Items CT DOL Update <ul style="list-style-type: none">• WIOA Local Area Designation• Resolution Letter	Thomas Phillips
1:00pm	Adjournment of meeting	Marcia Leclerc

Ad Hoc Committee Meeting
July 22, 2015
8:30AM

Attendees – In Person

Marcia Leclerc, East Hartford
Jay Moran, Manchester
Sydney Schulman, Bloomfield
Steve Wawruck, Windsor Locks

Tom Phillips, CWP President & CEO
Alex Johnson, CWP COO
Wendy Gamba, CWP CFO

Attendees - Call In

Erin Stewart, New Britain
Ken Cockayne, Bristol
Katherine Pugliese, Plainville
Scott Kaupin, Enfield
Alan Curto, Halloran & Sage

Welcome

M. Leclerc gave a recap of consortium background and history, and explained the need for the Ad Hoc committee in order to comply with changes to the legislative guidelines for WIOA, the consortium has been granted a 90 day extension through the DOL to comply. Leclerc stressed that the work of the consortium and Ad Hoc committee must be completed by September 30^{and} shared the timeline and process. K. Cockayne asked that information on the amount of funding each town received be sent to each member. T. Phillips will work to mine and distribute that data.

Amended and Restated Intergovernmental Agreement

T. Phillips provided a background and history of the ICA from 2003 and discussed the responsibilities of the 37 municipalities under the Intergovernmental Consortium Agreement (ICA). It was decided that there will be a Council of Chief Elected Officials (CEO) that will lead on behalf of the 37 municipalities and will meet quarterly to ensure quorum and completion of necessary duties.

Council for CWP Alan Curto presented a series of questions to engage the CEO's in discussing the formation of the Council of Chief Elected Officials and the roles and responsibilities of the council. S. Kaupin suggested a system to choose council members based on funding amounts/size of municipality. It was unanimously decided that those CEO's present would be the first 9 members. A discussion was held as to the necessary number of members of both council and consortium to serve as a quorum.

It was asked if an elected official could appoint a designee to represent them during future meetings. A. Johnson stated that he could clarify the stipulations needed to appoint a substitute/designee and place language in the ICA.

Next Steps

1. M. Leclerc to send updated ICA (amendments which were attached with agenda) to members for feedback
2. Completed ICA with cover memo and resolution sent to municipalities
3. Return no later than 3rd week of September
4. 9 CEO's to help follow up with municipalities who have not responded/returned signed ICA

Name	Company	Nominated By	Term
Public (13)			
1. John Colman	Rideshare	Rideshare Chair	1
2. Lindy Lee Gold Senior Development Specialist	State of CT DECD	DECD Commissioner	2
3. Paula Gilberto	United Way	UW President	1
4. Juan Hernandez CT District Director	Service Employee International Union Local 32BJ	Greater Hartford Labor Council	2
5. James Lombella President	Asnuntuck Community		2
6. Clarke King President	AFSCME Local 1716	Greater Hartford Labor Council	1
7. Mike Komaromi Director of Training	Finishing Trades Institute of Southern New England, International Union of Painters and Allied Trades	Greater Hartford Labor Council	1
8. John Nimmons Business Representative	Sheet Metal Workers Local 40	Greater Hartford Labor Council	1
9. Mark Pozella Job Center Director	CT Dept. of Labor	CT DOL Commissioner	3
10. Susan Pierson Associate Education	CT Dept. of Education	Bureau Chief	2
11. Johnathan Richmond Vocational Rehabilitation	CT Bd. of Education Services for the Blind	CT DOR Commissioner	2
12. John Shemo	MetroHartford Alliance	MetroHartford Alliance	2
13. Lyle Wray Executive Director	CRCOG		2
Private 51% (14)			
14. Bettina Armour Head of Talent Acquisition	Aetna	MetroHartford Alliance	2
15. Sheldon Bustow Director	Hospital for Special Care	New Britain Chamber	1
16. Bill Bishop CFO	Peter Paul Electrics	New Britain Chamber	3
17. Renata Dixon President	Dixon and Company	MetroHartford Alliance	3
18. Peter Fraser ,Vice President, Human Resources	Hartford Hospital	MetroHartford Alliance	1
19. George Fournier, VP, Engineering/ Internal	Acme Monaco Corporation	New Britain Chamber	3
20. Elliot Ginsberg President	CCAT	CCAT Chairman	1
21. Jason Howey Vice President	OKAY Industries, Inc.	New Britain Chamber	2
22. Tom Mongellow Vice President & Treasurer	CT Bankers Association	MetroHartford Alliance	3
23. William Putt Director	CCT Telecom Holding	MetroHartford Alliance	1

24. Shelly Saczynski Vice President	UIL Holdings	MetroHartford Alliance	3
25. Marino Santarelli Executive Vice Present/COO	United Bank	MetroHartford Alliance	3
26. John Simoneau Partner	KPMG LLP	MetroHartford Alliance	1
27. Sarette Williams an attorney with UHC	United Health Care	MetroHartford Alliance	3



TO: Council of Chief Elected Officials and Capital Workforce Partners Board of Directors

FROM: Thomas L. Phillips, President/CEO, Capital Workforce Partners

DATE: September 25, 2015

SUBJECT: Workforce Development Board and Council Memorandum of Understanding

Summary

The Workforce Innovation and Opportunity Act (WIOA) mandates that an agreement be entered into between the Chief Elected Officials and the Workforce Development Board. The attached agreement assigns responsibilities between and among, the Chief Elected Officials through their Council of Elected Officials and the Workforce Development Board, Capital Workforce Partners.

Background

The Workforce Innovation and Opportunity Act stipulates that the chief elected officials and local workforce development boards identify the responsibilities of each of the parties responsible for policy and oversight in a Memorandum of Understanding (MOU).

Discussion

As the Council of Elected Officials may recall, we created a new Consortium Agreement to encompass new WIOA requirements. As a component of that Agreement we also created a Council made up of 9 Consortium members to conduct business on behalf of all 37 Consortium members to ensure business is conducted in compliance with the regulations. Under WIOA the Chief Elected officials have more involvement in how business is conducted. As a result, the Consortium will be more engaged and better informed. Per your responsibility implementing the workforce system, staff will still be responsible for collecting information, drafting reports, and managing the day to day operations. However, in accordance with WIOA we will bring those items to you at your regularly scheduled meetings for discussion and approval, when necessary.

WIOA assigns responsibilities for administering the workforce system in three parts: (1) to the chief local elected officials, (2) to the chief local elected officials in concert with workforce development board they appoint and (3) to the workforce development board acting on its own.

To comply with WIOA and state direction we have drafted this MOU for your review and approval. We have additionally drafted a table of authorities as additional reference. The attached MOU and chart assigns the responsibilities exactly as they are set forth in WIOA and the Notice of Proposed Rulemaking, (NPRM).

Capital Workforce Partners is looking forward to working with increased collaboration across the parties for the benefit our region.

Please feel free to contact me with any questions.

Capital Workforce Partners
Table of Authorities - ICA MOU

AREA	Staff	CWP Board Committee	CWP Full Board	Council of CEO's	Consortium of CEO's
Elects CEO Chair, Vice Chair and Council Members					Appoints
Enter into the Intergovernmental Consortium Agreement					Approve
Designate a sub-grant recipient/fiscal agent					Approve
Appoint Workforce Board of Directors		Governance (Nomination)		Appoint	Informational Communication
Request local area designation from the State			Approve	Approve	Informational Communication
May create priorities with respect to the appointment process				Approve	Informational Communication
Oversee policy decisions and activities of the Workforce Development Board				Approve	Informational Communication
Ensure the WDB adopts a Conflict of Interest Policy and Code of Conduct		Finance & Audit	Approve	Informational Communication	
Creates Consortium Committees as necessary				Appoint	Informational Communication
Approval of non-mandatory OS partners	Recommend	One Stop	Approve	Approve	Informational Communication
Comment on the State Plan	Recommend	Executive	Approve	Approve	Informational Communication
Negotiate the performance measures	Recommend	Executive	Approve	Approve	Informational Communication
Regional planning	Recommend	Executive	Approve	Approve	Informational Communication
Set policy for the local area	Recommend	Executive; One Stop; Future Workforce	Approve	Approve	Informational Communication
Work with the Governor in a disaster	Recommend		Approve	Approve	Informational Communication
Oversight of the One Stop System, Youth Programs and funds allocated to the local workforce area	Recommend	One Stop; Future Workforce	Approve	Approve	Informational Communication
Select and Terminate One-Stop Operator	Recommend	One Stop	Approve	Approve	Informational Communication

(1) Presumptive authority: Under discussion by CWP Governance Committee reviewing Bylaws

Capital Workforce Partners
Table of Authorities - ICA MOU

AREA	Staff	CWP Board Committee	CWP Full Board	Council of CEO's	Consortium of CEO's
Agree to the Board serving as the one stop operator	Recommend	One Stop	Approve	Approve	Informational Communication
Develop and approve Board Budget	Recommend	Finance & Audit	Approve		Approve
Develop and enter into an MOU with the OS partners	Recommend	One Stop	Approve	Approve	Informational Communication
Approve optional OS partners	Recommend	One Stop	Approve	Approve	Informational Communication
Negotiate OS infrastructure costs	Recommend	One Stop	Approve	Approve	Informational Communication
Elects WDB Chair and other officers		Governance	Approves	Informational Communication	Informational Communication
Appoint Board of Directors standing committee chairs/members		Governance	Approves	Approval	Informational Communication
Create Ad Hoc committees and appoint chairs/members		Governance	Approves	Informational Communication	
Approves grant applications (1)	Recommend	Finance & Audit	Informational Communication	Informational Communication	
Accept grants from non-federal sources (1)	Recommend	Finance & Audit	Informational Communication	Informational Communication	
Solicit donations from non-federal sources	Assess/Recommend	Development	Approves	Approves	
Direct the activities of the standing committees		Executive	Approves	Informational Communication	
Determine RFP for Adult and Youth Services	Recommend	One Stop / Future Workforce	Approves	Approves	
Determine and contract for Career Services Providers	Recommend	One Stop / Future Workforce	Approves	Informational Communication	
Hire/terminate the CEO subject to salary caps		Executive	Approves	Informational Communication	
Annually assess the physical and program accessibility of all local OS centers	Assess	Report	Approves	Informational Communication	
Determine local procedures regarding approval and performance of eligible training providers	Assess	Report	Approves	Informational Communication	

(1) Presumptive authority: Under discussion by CWP Governance Committee reviewing Bylaws

Capital Workforce Partners
Table of Authorities - ICA MOU

AREA	Staff	CWP Board Committee	CWP Full Board	Council of CEO's	Consortium of CEO's
Implement pay for performance contracts for the 14 youth elements	Recommend	Future Workforce	Approves	Informational Communication	
Transfer funds between adult and dislocated worker with state approval	Recommend	Future Workforce	Approves	Informational Communication	
Develop the local area 4 year plan and 2 year modifications; including setting adult priorities; analyzing economic conditions; analyze and use statewide Wagner Peyser and other labor market information; Research, data collection and analysis of the local workforce area needs with input from stakeholders	Recommend	Executive; One Stop	Approves	Approves	
Determine occupations in demand	Assess	Executive	Approves	Informational Communication	
Decide to award class size training contracts	Recommend	One Stop	Approves	Informational Communication	
Decide OJT Reimbursements	Recommend	One Stop	Approves	Informational Communication	
Decide to set aside funds for incumbent worker training	Recommend	One Stop	Approves	Informational Communication	
Decide to use 10% of the Adult / DW allocation for transition	Recommend	One Stop	Approves	Informational Communication	
Use funds for employer services in collaboration with the O	Recommend	One Stop	Approves	Informational Communication	
Decide to offer services on a fee basis	Recommend	Development	Approves	Informational Communication	
WDB Duties: Engage employers, Convene stakeholders, lead efforts to develop and implement career pathways, identify and promote strategies and initiatives to meet employer, worker and jobseekers needs, share proven and promising best practices, leverage local resources and capacity		Executive	Approves	Informational Communication	
Facilitate OS Partner Integration	Recommend	One Stop	Approves	Informational Communication	
Provide Framework Youth Services	Recommend	Future Workforce	Approves	Informational Communication	

(1) Presumptive authority: Under discussion by CWP Governance Committee reviewing Bylaws

Capital Workforce Partners
 Table of Authorities - ICA MOU

AREA	Staff	CWP Board Committee	CWP Full Board	Council of CEO's	Consortium of CEO's
Select and Terminate Youth Providers	Recommend	Future Workforce	Approves	Informational Communication	
Implement Cooperative Agreements with the Core Partners	Recommend	One Stop	Approves	Informational Communication	

(1) Presumptive authority: Under discussion by CWP Governance Committee reviewing Bylaws

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CONSORTIUM OF CHIEF ELECTED OFFICIALS

and

CAPITAL WORKFORCE PARTNERS, INC.

This **AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** (this “Agreement”) is made and entered as of the date last executed below (the “Effective Date”), by and between the **CONSORTIUM OF CHIEF ELECTED OFFICIALS FOR THE NORTH CENTRAL CONNECTICUT WORKFORCE DEVELOPMENT AREA** (the “Consortium”), acting by and through its Council of Elected Officials (the “Council”) on the one hand; and **CAPITAL WORKFORCE PARTNERS, INC.** (the “Workforce Development Board”) on the other hand. The Consortium acting by and through the Council and the Workforce Development Board are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Consortium represents the municipalities of Andover, Avon, Berlin, Bloomfield, Bolton, Bristol, Burlington, Canton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hebron, Manchester, Marlborough, New Britain, Newington, Plainville, Plymouth, Rocky Hill, Simsbury, Somers, South Windsor, Southington, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Windsor And Windsor Locks (collectively the “Municipalities”); and

WHEREAS, the Municipalities were designated as a local workforce area under the Workforce Investment Act of 1998; Public Law 105-220 (“WIA”); and

WHEREAS, pursuant to WIA the Municipalities executed that certain Intergovernmental Consortium Agreement creating the Consortium and effective as of July 1, 2003 (the “Original ICA”); and

WHEREAS, the Consortium and the Workforce Development Board’s predecessor Capital Region Workforce Development Board, Inc. executed that certain Memorandum of Understanding dated on or about October 23, 2003 (the “Original MOU”), setting out their respective authorities and obligations pursuant to WIA with respect to such local workforce area; and

WHEREAS, The Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. 3101 et seq.; Public Law 113 – 128 (“WIOA”) has superseded WIA and continues policies for the expenditure of federal funds for workforce programs in local workforce development areas;

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WHEREAS, the Municipalities have submitted a request to the Governor of the State of Connecticut (the “Governor”) for initial designation as a local workforce development area under WIOA; and

WHEREAS, in conjunction with such request, the Municipalities have entered into an amended and restated Intergovernmental Consortium Agreement (the “ICA”) in accordance with WIOA §107 (c)(1)(B), requiring local workforce development areas consisting of multiple units of local government to enter into such agreements to describe how individual governmental units will execute their responsibilities under WIOA; and

WHEREAS, the ICA authorizes the creation of the Council to act for the Consortium for the purposes of carrying out the duties and responsibilities assigned to the Consortium under WIOA; and

WHEREAS, the Council has appointed the members of the Workforce Development Board to serve as the local workforce development board for the local workforce development area represented by the Consortium; and

WHEREAS, the United States Department of Labor at 20 CFR 679.310 (c) provides that the chief local elected officials in a local workforce development area and the local workforce development board appointed by such chief local elected officials may enter into an agreement to describe the roles and responsibilities of the parties thereto; and

WHEREAS, the Governor is requiring that the chief local elected officials and local workforce development boards in the State of Connecticut enter into such agreements describing the roles and responsibilities of the parties thereto; and

WHEREAS, the Consortium and the Workforce Development Board wish to amend and restate the Original MOU so as to satisfy the aforesaid requirements and to bring the Original MOU into compliance with WIOA;

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

I. Initial Matters.

A. Amendment and Restatement.

This Agreement amends and restates the Original MOU in its entirety. On and after the Effective Date, any references to the Original MOU shall be to such agreement as amended and restated hereby.

B. Certain Terms.

Terms used but not defined herein but having definitions or understood meanings pursuant to WOIA or any additional authority required or authorized by, or otherwise related to WIOA, shall have such definitions or meanings.

C. Amendments and Other Changes to WIOA.

References herein to “WIOA” shall be to WIOA as amended, substituted or superseded from time to time after the Effective Date; it being the intent of the Parties that this Agreement shall continue in full force and effect upon such amendment, substitution or superseding, with such changes necessary for consistency with the same.

D. Certain References.

The Parties agree that: (i) all references to either gender shall include the other gender; (ii) the terms “includes” and “including” shall be deemed to be followed by “without limitation”; and (iii) the terms “hereof” and “hereto” refer to this Agreement as a whole and not to any particular section or provision.

E. Council Action on Behalf of Consortium.

The Parties acknowledge and agree that pursuant to the ICA, the Council is authorized to act on behalf of the Consortium. Notwithstanding such authority, the Parties agree that: (i) all references herein to the “Council” shall be understood to mean the Council acting for and on behalf of the Consortium; and (ii) the Consortium may itself act for the purposes hereof whenever: (x) such action is required by applicable law or other authority; or (y) the Consortium deems such action to be appropriate under the circumstances.

II. **Joint and Shared Authorities and Responsibilities of the Parties.** The following shall be the joint and shared authorities and responsibilities of the Parties. The Parties shall from time to time after the Effective Date, agree on policies and procedures necessary or appropriate for the satisfaction of such joint and shared authorities and responsibilities:

A. Ensuring effective service delivery providing the most beneficial mix of program options to the residents of the Municipalities.

B. Commenting on the State Plan.

C. Requiring the staff of the Workforce Development Board comprising the administrative entity for the local workforce development area (the “Administrative Entity”) to provide support to the Consortium, the Council and the Workforce Development Board, and to develop a WIOA Local Strategic Plan pursuant to federal and state requirements; such plan to: (i) be presented to the Parties for approval in a timely manner; and (ii) include the engagement of

workforce stakeholders and employers in its development.

- D. Approving any modifications to such WIOA Local Strategic Plan.
- E. Participating in regional planning if the Parties are assigned to a region that includes units of local government in addition to the Municipalities.
- F. Creating policies for the local workforce development area; such policies to be implemented by the Administrative Entity.
- G. Requiring the Administrative Entity to develop a budget for the local workforce development area, which budget shall be presented annually to the Parties for approval prior to July 1 of each year that this Agreement is in effect.
- H. Requiring the Administrative Entity to bring any modification(s) to the budget to the Parties for approval.
- I. Requiring the Administrative Entity to bring grant applications to the Parties for approval.
- J. Approving the addition of non-mandatory one-stop partners, and considering the extent to which such non-mandatory one-stop partners: (i) will add to the integration of, and access to services through the one-stop system; (ii) agree to share information with the one-stop partners, co-locate in the one-stop center(s) and be a party to any One-Stop memorandum of understanding; and (iii) contribute to the infrastructure of the one-stop system.
- K. Selecting, in accordance with applicable procurement requirements, and terminating the one-stop operator based upon fiscal and program performance of the one-stop operator, and determining the responsibilities of the one-stop operator, including a determination in accordance with state guidance to select the Workforce Development Board to be the one-stop operator.
- L. Working with the Governor in a disaster.
- M. Providing program and fiscal oversight of the workforce system in the local workforce development area, including the development of one-stop certification criteria and requiring the Administrative Entity to provide an annual quality assurance and monitoring plan for approval to the Parties. Such plan shall cover:
 - i. How the Administrative Entity shall monitor its fiscal and program activities;
 - ii. How the Administrative Entity shall monitor the fiscal and program activities of its adult and dislocated worker one-stop operator, career services providers and training providers;

- iii. How the Administrative Entity shall monitor the fiscal and program activities of its youth services providers;
 - iv. How the program and physical accessibility of the one-stop centers shall be assessed, using continuous improvement principles; and
 - v. How to determine that the one-stop operator and one-stop centers are meeting state and local certification criteria.
- N. Negotiating performance measures with the Governor.
- O. Approving the purchase of Directors and Officers Insurance and such other insurance necessary and appropriate to address any liabilities of the Parties and the Parties' members.
- P. Approving exceptions to the Eligible Training Provider List.
- Q. Complying with state and federal conflict of interest rules in the conduct of their business.
- III. **Authorities and Responsibilities of the Workforce Development Board.** The Workforce Development Board shall be responsible for:
- A. Electing its officers.
 - B. Creating such standing and ad-hoc committees as necessary or appropriate.
 - C. Analyzing economic conditions.
 - D. Engaging employers and pursuing employer linkages through intermediaries:
 - i. As a recruitment strategy to identify new Workforce Development Board members;
 - ii. To encourage employer use of the one-stop system;
 - iii. To enhance communication and collaboration among employers, economic development entities and service providers;
 - iv. To ensure that workforce activities meet employer needs and support economic growth; and
 - v. To identify and promote strategies and initiatives to meet the needs of employers, workers and job seekers.

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- E. Assisting the Governor to develop, collect, analyze and use statewide Wagner Peyser and Workforce Development Board labor market information.
- F. Convening stakeholders to obtain their input as part of the development of the WIOA Local Strategic Plan, and identifying non-federal expertise and resources which can be invested in the local workforce system.
- G. Leading efforts to develop and implement career pathways.
- H. Entering into memorandum(s) of understanding with the one-stop partners to identify their contributions to the one-stop infrastructure and the services the partners will deliver through the one-stop system.
- I. Facilitating one-stop partners' integration of intake and case management systems.
- J. Facilitating access to one-stop services, including the development of strategies to take advantage of technology advances.
- K. Selecting career services providers through contract awards, if such services are not delivered by the one-stop operator.
- L. Competitively selecting youth providers on recommendations of the youth standing committee (if established) or determining that a sole source procurement is necessary due to insufficient local youth providers.
- M. Working with the State to ensure sufficient numbers and types of career services and training providers.
- N. Approving eligible training providers and assisting the State of Connecticut with the vetting process for the determination, renewal and termination of the eligibility of training providers.
- O. Approving exceptions to the Eligible Training Providers List.
- P. Ensuring customer choice in the selection of a training provider from the approved state-wide list.
- Q. Coordinating with the WIOA Core Partners to make determinations regarding providers approved for the Eligible Training Provider List.
- R. Reviewing Adult Education and Family Literacy Act provider applications to assure consistency with the WIOA Local Strategic Plan.
- S. Implementing cooperative agreements between itself and the WIOA Core Partners

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and one-stop partners, to enhance services for jobseekers, workers and employers.

- T. Leveraging local resources and capacity, and soliciting and accepting grants and donations from non-federal sources.
 - U. Promoting its one-stop career system, and its program services and activities.
 - V. Maintaining and amending its by-laws.
 - W. Determining whether to implement pay for performance contracts for training and/or the fourteen required youth elements with up to ten percent of the adult/dislocated worker and youth allocations.
 - X. Submitting requests to the Governor for approval of transfers between the adult and dislocated worker funding streams.
 - Y. Setting the adult priorities for receipt of services as a part of the WIOA Local Strategic Plan.
 - Z. Determining current and future local occupations in demand in emerging industries.
 - AA. Determining the criteria for increasing employer On the Job Training wage reimbursements from fifty percent to seventy-five percent.
 - BB. Deciding to use up to twenty percent of the local allocation for incumbent worker training, and setting the amount of the employer contribution to be required.
 - CC. Deciding to use 10% of the adult/dislocated worker allocation for transitional jobs.
 - DD. Determining which support services to offer and how much to allocate to support for participants.
 - EE. Approving the purchase of Directors and Officers Insurance and such other insurance necessary and appropriate to address any liabilities of the Parties and the Parties' members.
- IV. **Authorities and Responsibilities of the Council.** In addition to the joint and shared authorities and obligations in Article II hereof, the Council shall perform the following:
- A. Executing the authorities and satisfying the obligations in the ICA.
 - B. Appointing the members of the Workforce Development Board in accordance with

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state and federal guidelines, and with the ICA.

- C. Receiving audits of funds as required and directing the Administrative Entity as necessary to resolve any questions arising from any such audit.
- D. Creating such standing and ad-hoc committees as necessary or appropriate for the exercise of its authorities and obligations, pursuant to relevant authority including federal and state requirements, the ICA and this MOU.
- E. Appointing a Council representative to act as Vice Chair of the Governance Committee of the Workforce Development Board.

V. **Term of this Agreement.**

- A. The Agreement shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1st for successive one-year terms, unless or until
 - i. The Governor of the State re-designates the local workforce development area consisting of the Municipalities; or
 - ii. The date that is forty (40) years after the Effective Date.
- B. If any Municipality withdraws from the Consortium, this Agreement shall be modified as necessary to reflect such withdrawal.

VI. **Additional Provisions**

A. Merger

The entire agreement of the Parties with respect to the subject matter hereof is contained herein. The Parties agree that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items and other agreements referred to in this Agreement are incorporated herein and are deemed to be part of this Agreement.

B. Amendment

Either party to this Agreement may propose to amend or modify the terms of this Agreement. Any such amendment or other modification hereto is subject to the agreement of each Party, and no such amendment or other modification shall be effective unless contained in a writing executed by each Party.

C. Independence of Terms Under This Agreement.

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

D. Notices.

Any notice or other communication between the Parties regarding the subject matter hereof and required by applicable law to be in writing shall be in writing, and shall be deemed to have been duly given if delivered personally to the Party requiring such notice, or if sent by registered or certified mail, return receipt requested.

E. Counterparts.

This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of which when taken together, shall constitute one and the same Agreement.

F. Additional Documents.

Each Party shall execute and deliver such other instruments as may be necessary to best effectuate the intent and purposes of this Agreement and to comply with applicable law.

G. Additional Relevant Authority.

The Parties agree that the ICA, WIOA, the Connecticut General Statutes, and federal and state regulations shall, in addition to this Agreement, govern the authority and the obligations of each Party to the other Party with respect to the subject matter hereof.

H. Binding Agreement.

This Agreement is a binding contract and shall be construed in accordance with the and governed by the laws of the State of Connecticut, other than with respect to the Conflicts of Laws provisions thereof, the effect of which would be to apply the substantive law of a state other than Connecticut.

I. Current Insurance.

The Workforce Development Board shall maintain all insurance in force as of the Effective Date and insuring against the liabilities referenced herein, until such time as new or renewal policies of such insurance are obtained.

J. Support for Obligations

The Parties shall support their joint and individual obligations hereunder, including the costs of insurance and any audit, as well as any other costs incidental to the carrying out of such obligations, by grant funds appropriated by federal, state and other sources and administered by the Administrative Entity, in the manner required by, and consistent with any and all applicable federal, state, local and other requirements and conditions.

[Signature Page to Follow]

Execution Version

IN WITNESS WHEREOF the Parties have executed this Agreement, effective as of the date last indicated below.

**CONSORTIUM OF CHIEF ELECTED OFFICIALS
FOR THE NORTH
CENTRAL CONNECTICUT WORKFORCE
DEVELOPMENT AREA**

CAPITAL WORKFORCE PARTNERS, INC.

By: _____
Its
Duly Authorized
Date: _____

By: _____
Its
Duly Authorized
Date: _____

Operating Budget Proposal FY 15-16

	Approved FY 2014 - 2015	Nine Month Actual FY 2014 - 2015	Twelve Month Extrapolation FY 2014 - 2015	Proposed FY 2015 - 2016
Personnel				
Salaries & Wages	1,931,441	1,396,526	1,862,035	1,830,774
Fringe Benefits	535,178	280,004	373,339	368,901
Total Personnel	2,466,619	1,676,530	2,235,373	2,199,675
Non-Personnel				
Professional Services	202,000	192,279	256,372	196,000
Occupancy	250,727	187,574	250,099	250,000
Materials & Supplies	22,000	11,858	15,811	18,000
Communications	48,000	45,753	61,004	62,000
Printing	20,275	19,338	25,784	28,000
Outreach	40,000	6,810	9,080	10,000
Dues & Subscriptions	35,600	15,215	20,287	35,600
Meetings & Staff Development	40,500	14,241	18,988	20,000
Postage	4,000	1,007	1,343	4,000
Transportation and Travel	52,380	22,903	30,537	45,000
Equipment Rental	720	540	720	720
Equipment & Furniture	27,500	26,582	35,443	33,000
Insurance	46,414	20,455	27,273	34,141
Miscellaneous	25,000	5,517	7,356	25,000
Total Non-Personnel	815,116	570,072	760,096	761,460
Total Operating Expenses	\$ 3,281,735	\$ 2,246,602	\$ 2,995,469	\$ 2,961,136
Contingency				100,868