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WORKFORCE DEVELOPMENT BOARD

BY-LAWS

INTRODUCTION

This document was developed as a result of a coordinated effort between appointed members of The Workforce Development Board (WDB), and the Stark County and Tuscarawas County Boards of Commissioners.

The WDB's By-Laws, describe the responsibilities of the WDB relative to providing a comprehensive program of workforce development and related services to individuals and businesses of the Workforce Development Area. These services are to be provided under the auspices of, but not limited to, The Workforce Innovation and Opportunity Act of 2014 (WIOA), (formerly The Workforce Investment Act of 1998) or The Act and other related workforce development and economic development funding sources (federal, state or local), and related subsequent legislation (federal, state or local) that may replace, expand or enhance such programs and services. This document also covers other business the WDB may deem appropriate.

It is recognized that the members of the Board of Local Elected Officials (LEO), through the Stark County and Tuscarawas County Boards of County Commissioners established, by way of agreement, the Workforce Development Area and appointed members to the WDB. It is further recognized that the WDB is autonomous from the Board of LEO's and is free to develop all terms and conditions relative to its operation. However, items such as mission, intent, jurisdiction, board powers, function, funds disbursement procedures, etc., contained in the Intergovernmental agreement, are in general, agreeable to the members of the WDB.

The WDB, as directed through these by-laws, believe that the workforce development and related services are a priority for this Workforce Development Area and have agreed to participate in the process of delivery of those services, in partnership with the Board of Local Elected Officials (LEOs) to these political entities.

ARTICLE I.

The members of The Workforce Development Board (WDB) agree that the vision for programs, policies, processes and procedures funded under The Workforce Innovation and Opportunity Act of 2014 (The Act), as well as other funds made available to the Workforce Development Area, are as follows:

It is the purpose of this agreement to establish workforce development policy and programs that prepare individuals, including adults and young adult populations for worthwhile and sustainable employment, especially recognizing those economically disadvantaged individuals and others in special need, within resource constraints.

Further, the WDB intends to aid area businesses by serving as a community workforce development catalyst, promoting not only a strong economic development effort, but also to support our community's capacity to meet the challenges of a high productivity workplace by assuring that such education and training opportunities are well planned and supported by the private sector; are well coordinated; afford an ease of access; are of high quality and demonstrate an acceptable return on taxpayer investment that will typify prudent cost-conscious management.

ARTICLE II.

A. Principle Locations of Business:

1. Offices of the WDB shall be in the Counties of Stark and Tuscarawas in the State of Ohio. The WDB may have offices at such other locations, within or outside the State of Ohio, as the WDB in agreement with the LEO's may from time to time determine, or, as the WDB may require.

ARTICLE III.

A. General Powers:

1. The business and affairs of the Workforce Development Board shall be controlled and administered by the Board of Trustees, hereinafter referred to as "The Board."

Article III Continued:

B. Number, Appointment and Tenure:

1. The Board shall be comprised of Trustees.
2. Appointment of Trustees. Trustees shall be appointed in the manner set forth in the Workforce Innovation and Opportunity Act of 2014 (The Act). The number of Trustees of the WDB shall not be less than nineteen (19) or more than twenty-two (22).

Except as hereinafter provided in this Paragraph B, Trustees shall serve for three (3) year terms and until their successors are duly appointed and qualified.

3. Replacements for vacancies in the positions of Trustees created by resignation, death, disqualification or an increase in the number of Trustees pursuant to action by the Board shall be filled in accordance with the provisions set forth in the Workforce Innovation and Opportunity Act of 2014 (The Act).

C. Qualifications:

1. All Trustees shall be natural persons who have attained the age of eighteen (18) years.
2. In keeping with the nature of the WDB as signified by its name and purpose, Trustees shall be members of the private sector, educational agencies, organized labor, community-based organizations, economic development agencies and required one-stop partners operating under certified one-stop Memorandums of Agreement.

The majority of Trustees shall be of the private sector per The Act regulations.

Article III Continued:

3. A Trustee, who has failed to attend a minimum of one (1) WDB Meeting and/or WDB Standing Committee Meeting in a calendar year, will be considered resigned from the Board unless waived by the WDB Executive Committee.

D. Meetings:

1. The Board shall meet annually usually during the month of September. At such time, the date and place which shall be named for the purpose of transacting business as may come before the meeting.
2. Special meetings, as may be necessary from time to time, may be called by the Chairman of the Board or any two (2) Trustees upon three (3) days oral, facsimile, electronic, or written notice deposited, first class postage prepaid, in the United States Mail. Such notice shall state a reasonable time, date and place of meeting and shall also state the general purpose or purposes, thereof.

E. Quorum:

1. A majority of the number of Trustees then holding office shall constitute a quorum for the transaction of business of any meeting of the Board and no Trustee shall be entitled to more than one (1) vote.
2. The Trustees present at a duly organized meeting at which a quorum was determined to be present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough Trustees to leave less than a quorum. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or such committee by means of conference, telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and, participation in such a meeting shall constitute presence in-person at such meeting.

F. Informed Action By The Board:

1. An action required or permitted may be taken without a meeting, if,
 - (a) prior to such action, a consent in writing, setting forth a specified action, shall be signed by a majority of the Trustees, and,
 - (b) such written consent is filed in the minutes of the proceedings of the WDB.

Article III Continued:

G. Committees:

1. There shall be, from the Board, an Executive Committee. The Executive Committee shall consist of the officers, immediate Past Chairman and Chairmen of the established standing committees.
2. The Executive Committee shall have and may exercise all the authority of the Board provided that no such committee shall exercise all of the authority of the Board with respect to the election of officers of the WDB; the adoption, repeal or amendment of these By-Laws;
3. The established standing committees may be, but not limited to: Public Relations, Dislocated Worker, One Stop, and Youth.
4. The Executive Committee may, as decided by a majority of its members, appoint ad hoc committees from among its members for particular purposes as may be deemed necessary or desirable to enhance or assist the Board in carrying out its duties and furthering the purpose of workforce development services in the local area. Any committee so appointed shall have such powers and authority as are explicitly delegated by the Executive Committee, subject in all cases to the limitations enumerated hereinabove, with respect to the Executive Committee.
5. Each member of the Board shall be provided the opportunity to serve on at least one (1) or more committees of the Board.

H. Compensation:

1. By resolution of the Board, the Trustees may be paid or reimbursed for expenses arising out of their service as Trustees.

I. Removal:

1. At any meeting of the Board, with respect to which notice of Executive purpose has been given, any Trustee may be recommended to the Chief Elected Official (CEO) of the Stark Tuscarawas Workforce Development Board Council of Governments to be removed from office, with or without cause, by the vote of three-fourths (3/4) of the members of the Board then holding office. The CEO and the STWDB COG have the final authority to appoint and remove Trustees in accordance with the Workforce Innovation and Opportunity Act of 2014 and the Local Intergovernmental Agreement.

ARTICLE IV.

A. Classes:

1. The officers of the WDB shall be a Chairperson, a Vice Chairperson, Treasurer and a Secretary, and, such other officers which may be provided for and whose duties may be fixed by the Board.

B. Election and Term of Office:

1. Except as hereinafter provided, the Officers of the WDB shall be elected bi-annually by the Board at the Annual Meeting. Each Officer shall hold office for two (2) years, or, until his/her successors have been duly elected and qualified. An Officer may not serve more than three (3) successive two year terms in the same elected office.

C. Removal:

1. Any Officer or agent elected or appointed by the Board may be recommended to the CEO to be removed from the Board whenever, in its judgment, the best interests of the WDB would be served thereby. Recommendation for Removal shall be effected by a 2/3 majority of the members of the Board of Trustees.

D. Vacancies:

1. A vacancy in any office incurred shall be filled in accordance with the provisions of The Workforce Innovation and Opportunity Act of 2014 (The Act).

E. Duties and Responsibilities of Officers:

1. **Chairperson shall:**
 - (a) Be a representative of the private sector.
 - (b) In general, supervise and control all of the business and affairs of the WDB.
 - (c) Preside at all meetings of the Board and advise the Officers and provide judgment on matters of general policy and perform such other duties as may be assigned to him or her, by the Board.
 - (d) Provide leadership to the Board in carrying-out its collective responsibility to develop a broad community-wide base of voluntary support and cooperation in achieving the objectives of the WDB.
 - (e) Have a general delegation of authority to act on behalf of the Board in emergency circumstances to initiate any action which requires Board attention or relates to Board responsibilities and which action shall be subject to later consideration by the Board.

Article IV Continued:

2. Vice-Chairperson shall:

- (a) Be a representative of the private sector.
- (b) In the absence of the Chairperson or in the event of his or her inability to act, perform the duties of the Chairperson, and, when so acting, shall have all the powers of and be subject to the restrictions upon the Chairperson.
- (c) Perform such other duties as from time to time as may be assigned to by the Chairperson or by the Board.

3. Secretary shall:

- (a) Keep copies of the minutes of all meetings and official proceedings of the WDB.
- (b) See that all notices are given in accordance with the By-Laws or as required by Law.
- (c) Coordinate with WDB staff designee who will be custodian of official WDB records.
- (d) Perform all duties incident to the office of Secretary; and such other duties as may, from time to time, be assigned him or her by the Chairperson or the Board.

4. Treasurer shall:

- (a) Provide oversight with the Board's designated WIOA Fiscal Agent on independent fiscal audit and yearly development of budget as needed.
- (b) Perform all duties incident to the office of the Treasurer, and such other duties as may, from time to time, be assigned him or her by the Chairperson or the Board.

5. Resignation:

- (a) A Trustee or Officer may resign by giving written notice to the Chairperson or the Secretary of the WDB. Unless otherwise specified in the notice, the resignation shall take effect upon receipt, thereof by the Board or such Officer, and the acceptance of the resignation will not be required to make it effective.
- (b) A Trustee or Officer will be considered to have resigned after failing to attend one (1) WDB Meeting and/or WDB Standing Committee Meeting in a calendar year, unless waived by the Executive Committee.

ARTICLE V.

A. Agreement:

The Board shall negotiate, approve and enter into an agreement with the Board of Local Elected Officials of the Workforce Development Area to effect the purposes of the Workforce Innovation and Opportunity Act of 2014 and other related workforce and economic development activities.

B. Governing Board:

There shall be a Governing Board consisting of representatives from the Board of Local Elected Officials of the Workforce Development Area and members of The Workforce Development Board. The Executive Committee of the Board of Trustees shall be the representatives of The Workforce Development Board on such Governing Board.

C. Partnership Meeting Requirement:

The Executive Committee of the WDB shall meet at least once each program year with the Board of Local Elected Officials.

D. The powers, duties and responsibilities of the Governing Board shall be:

1. To ensure implementation of the local and/or regional workforce development plan as duly approved by the LEOs and the WDB for the Workforce Development Area; and,
2. To establish policies and operating guidelines for the Workforce Development Area; and,
3. To provide a forum for joint WDB/LEO communications and public relations activities; and,
4. To provide a forum for dialogue between the WDB and LEOs regarding amendments to this Agreement; and,
5. To act as forum for dialogue on issues where the WDB and LEOs have not reached agreement, including specific program activities and the local and/or regional workforce development plan. The Governing Board, in being granted this authority, does not assume the authority to supplant the WDB or LEO's responsibilities outlined in the Articles; and,

Article V Continued:

6. To provide for the hiring and general supervision of an executive director through the Stark Tuscarawas Workforce Development Board (STWDB) Council of Governments to serve the Board, as appropriate; and,
7. All powers not expressly delegated are reserved by the Governing Board.

ARTICLE VI.

A. Finance and Business of the Board:

1. All financial affairs of the WDB are to be conducted consistent with the rules, regulations and policies promulgated by federal, state and local funding source institutions, as well as other funding sources public or private. Expenditures shall be in accordance with the agreement between the Local Elected Officials of the Workforce Development Area:
 - (a) Purchases or expenditures for supplies, equipment or services for the benefit of the WDB, by contract or not, shall be conducted in such a way as to insure that the most favorable terms (as it pertains to the WDB) are achieved; and, where appropriate, shall be conducted so as to insure the most general public participation consistent with good business practices and in accordance with applicable laws and regulations.
 - (b) No Trustee, Officer, employee, servant, agent or assign of the WDB shall have any interest, financial or otherwise, direct or indirect, in any purchase or sale of goods or services by the WDB, without timely and full disclosures thereof, to the Chairperson or the Board of Trustees.
 - (c) The Board may authorize an Officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the WDB and such authority may be general or limited to specific instances.
 - (d) No loans shall be contracted on behalf of the WDB and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board. Such authority may be general or limited to specific instances.
 - (e) All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the WDB shall be signed by such Officer or Officers of the WDB or the WIOA Fiscal Agent on their behalf, and, in such a manner, as shall from time to time be determined by resolution of the Board.

Article VI Continued:

- (f) Funds of the WDB not otherwise employed shall be deposited from time to time in the name of the WDB in such banks, trust companies or other depositories as the Board of Trustees may designate.
- (g) Persons or firms, other than Officers of this WDB may, from time to time, be engaged or employed to assist the WDB in carrying out its program purpose. Any such employment must be by action of the Board upon terms and conditions, including payment for services set forth by the Board.
- (h) The Board may enter into any contract or transaction with one or more of its Trustees, Officers or employees, servants, agents, assigns or committee members on the condition that:
 - 1. The material facts as to the relationship or interest contract or transaction are disclosed and known to the Board.
 - 2. The Board, in good faith, authorizes the contract or transaction of the affirmative vote of a majority of the disinterested Trustees.
 - 3. Interested Trustees may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves or ratifies a contract or transaction on the condition set forth in this Article III, but may not vote. The official record must reflect any and all abstentions.

ARTICLE VII.

A. Conflict of Interest:

- 1. A conflict of interest is any situation in which a Trustee or Workforce Development Area employee (or that person's family or friends) stands to benefit personally, or, could appear to benefit from any action taken by the WDB.
- 2. Each Trustee and any Board employee is solely and personally responsible to disclose to the WDB Committee Chair/Executive Board Members and/or Executive Director any situation that he or she perceives to be a conflict or potential conflict of interest. This disclosure will be recorded in the appropriate committee or regular Meeting minutes.
- 3. No Trustee or Board employee shall participate in any discussion of any matter without prior disclosure to the WDB Committee Chair/Executive Board Members and/or Executive Director of the person's interest and/or concern.

Article VII Continued:

4. The WDB Committee Chair/Executive Committee Members shall decide whether the situation requires that the Trustee or employee not participate in or be excused from any further discussion or decision involving said matter. The Trustee declaring a conflict or potential conflict of interest will not participate in discussion and will not vote on said matter. The record will note such abstentions.

ARTICLE VIII.

A. Chief Executive Officer:

1. The Board of Trustees may employ (through the STWDB Council of Governments) a Chief Executive Officer (CEO), or Executive Director (ED) to carry-out the functions and purposes of the WDB. The Chair of the Board in conjunction with the Chair of the Local Elected Officials Board shall be responsible for the selection of said person, and, that person shall serve at the pleasure of the Board.
2. The CEO or ED shall employ such administrative staff, as required to conduct the business of the WDB within the confines of the WDB budget as approved by the Board.
3. The CEO/ED is the Executive Officer of the WDB through whom the Board carries out its program and exercises its control.
4. The CEO/ED shall carry-out and be responsible for:
 - (a) Implementing of policies approved by the Board.
 - (b) Reporting the appointment and termination of service of all other personnel to the Executive Committee.
 - (c) The WDB and for the administering and supervision of its departments.
 - (d) The safety, proper care and use of all WDB property.
 - (e) Delegating authority for directing a special operating area of the WDB to other employees of the WDB; but, the CEO/ED shall have the final responsibility.
 - (f) Preparing of an annual budget.
 - (g) Preparing of an annual report setting forth the financial condition of the WDB and describing any highlights that the CEO/ED may deem appropriate to the operation of the WDB.
 - (h) Developing an agenda for Board meetings on advice and counsel of the Chairperson of the Board.

Article VIII Continued:

- (i) Assuring the official minutes of the Board shall be made available during regular business hours to any citizen requesting access to them and are maintained in a safe place.
- (j) Have emergency authority to perform such duties as the Board may require; and, in the absence of specific rules and advice of the Board, he/she shall assume any authority or perform any duty which any particular situation, unforeseen and suddenly arising, may demand, subject to later consideration by the Board.

ARTICLE IX.

A. Operating Year:

- 1. The operating year of the WDB shall begin on the first day of October in each year and end on the thirtieth (30) day of the month of September of that year.

ARTICLE X.

A. Right of Indemnification and Standards of Conduct:

- 1. Every person (and the heirs and legal representatives of such person) who is or was a Trustee or Officer of the WDB or any other entity of which he/she served as such at the request of this WDB and of which this WDB directly or indirectly is a shareholder or creditor, or, in which the stocks, bonds, securities or other obligations of which it is in any way interested, may, in accordance with Paragraph B, hereof, be indemnified for any liability and expense that may be incurred by him in connection with or resulting from any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (whether brought by or in the right of the WDB or otherwise), or in connection with any appeal relating, thereto, in which he may become involved as a party or prospective party, or otherwise, by reason of his being or having been a Trustee or Officer of the WDB, or such other entity by reason of any action taken or not taken in his capacity or as a member of any committee appointed by the Board of Trustees of the WDB to act for, in the interest of, or on behalf of, the WDB, whether or not he continues to be such at the time such liability or expense shall have been incurred, provided such person acted in good faith and in manner he reasonably believed to be in or not opposed to the best interests of the WDB, and, in addition, with respect to any criminal action or proceeding, did not have reasonable cause to believe that his conduct was unlawful.

Article X Continued:

2. As used in this Article, the terms “liability” and “expense” shall include, but, shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties and amounts paid in compromise or settlement by a Trustee or Officer. The termination of any claim, action, suit or proceeding, by judgment, order or compromise, settlement (with or without court approval) or conviction or upon a plea or guilty or solo contender, or its equivalent, shall not create a presumption that a Trustee or Officer did not meet the standards of conduct set forth in this paragraph.

B. Determination of Right of Indemnification:

1. Every person (and the heirs and legal representatives of such person) referred to in Paragraph A, hereof, who has been wholly successful on the merits, or otherwise, with respect to any claim, action, suit or proceeding of the character described in Paragraph A, hereof, shall be entitled to indemnification as of right without any further action or approval by the Board of Trustees.
2. Except as provided in the immediately preceding sentence, any indemnification under Paragraph A next above shall be made at the discretion of the WDB, but only if (1) the Board of Trustees, acting by majority vote of a quorum consisting of Trustees who were not parties of such claim, action, suit or proceeding, present or voting, shall find that the Trustee or Officer has met the standard of conduct set forth in Paragraph A, hereof; or, (b) if no such quorum of the Board exists, independent legal counsel selected by any Judge of the United States District Court for the Northern District of Ohio, Eastern Division, at the request of either the WDB or the person seeking indemnification, shall deliver to the WDB his written opinion that such Trustee or Officer has met such standards.
3. Notwithstanding the foregoing, no Officer or Trustee who was or is a party to any action or suit by or in the right of the WDB to procure a judgment in its favor by reason of the fact that he is or was an Officer or Trustee of this action or such other entity shall be indemnified in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the WDB unless and except to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

Article X Continued:

C. Advance of Expenses:

1. Expenses incurred with respect to any claim, action, suit or proceeding of the character described in Paragraph A of this Article, may be advanced by the WDB prior to the final disposition, thereof, upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he is entitled to indemnification under this Article.

D. Rights of Indemnification Cumulative:

1. The rights of indemnification provided herein shall be in addition to any rights to which any such Trustee or Officer or other person may otherwise be entitled under any by-law, agreement or otherwise, and shall be in addition to the power of the WDB to purchase and maintain insurance on behalf of any such Trustee or Officer or other person against liability asserted against him and incurred by him in such capacity or arising out of his status as such, regardless of whether the WDB would have the power to indemnify him against such liability under this Article or otherwise.

ARTICLE XI.

These By-Laws may be altered by the affirmative vote of a majority of the Trustees of the WDB. Amended By-Laws will take effect upon date of adoption by the Board of Trustees.

These By-Laws are effective:

Date Approved

September 7, 2016