

**BYLAWS  
of the  
SEATTLE/KING COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD  
and the  
SEATTLE/KING COUNTY  
WORKFORCE DEVELOPMENT COUNCIL**

**ARTICLE 1. Name**

1.01 These bylaws pertain to the Seattle/King County Local Workforce Development Board (LWDB) as identified in the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, July 22, 2014, sec.107(a) and the Workforce Development Council (WDC), a State of Washington nonprofit corporation.

1.02 The geographical region to be served by the LWDB and the WDC shall be the entirety of The City of Seattle and King County, and the regional labor market area which surrounds The City and the County.

**ARTICLE 2. Authority**

2.01 The LWDB is organized in accordance with the Federal Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as “WIOA”, pursuant to Section 107(c) and (d).

**ARTICLE 3. Definitions**

3.01 WIOA is the Workforce Innovation and Opportunity Act.

3.02 The LWDB is the “local workforce development board” for the Seattle-King County local workforce development area, as that term is used in WIOA.

3.03 “Chief local elected officials” and “local chief elected officials”, insofar as those terms are used in WIOA and in these bylaws, are (1) the County Executive of King County and (2) The Mayor of the City of Seattle (also collectively referred to as the CLEOs).

3.04 “Partnership Agreement” is the agreement (including any subsequent amendments thereto) between the LWDB, the WDC, King County and The City of Seattle regarding WIOA, in accordance with Section 107(d) (12) (B) of the law and 20 CFR 679.430 of the WIOA Final Rule.

3.05 “Local fiscal agent” is the WDC, which shall receive and disburse WIOA funds, as described in the Partnership Agreement and in 20 CFR § 679.420.

## **ARTICLE 4. LWDB Purpose, Vision and Duties**

4.01 LWDB responsibilities shall include those duties and responsibilities in WIOA section 107 (d) which are further described in 20 CFR 679.370, paragraphs (a) through (q). Additional duties may be assigned by the CLEOs, by the Federal government, by the State of Washington and by grant agreements.

4.02 The vision for the LWDB is to serve as the strategic leader and advocate for the local and regional workforce development system and the convener of local workforce development system stakeholders per 20 CFR 679.300. The LWDB will: (1) encourage private, public and philanthropic investments that support public workforce system strategies; (2) develop effective sector partnerships and career pathways; and (3) envision and benchmark the successful delivery of high quality, equitable, inclusive and customer centered workforce services.

4.03 The LWDB shall take the lead in strategic planning. Approval of the strategic workforce system plan is a joint responsibility of the LWDB and the CLEOs. LWDB and CLEO representatives will be actively engaged in approving the workforce system's vision, mission and strategic goals as well as the assignment of the strategic goals to LWDB committees or work groups. The committees or work groups will establish and regularly measure performance benchmarks for each strategic goal.

4.04 The LWDB shall establish the set of qualifications, hire, evaluate and carry out any personnel actions related to the WDC's chief executive officer.

4.05 The annual workforce system budget will be approved by the LWDB and the CLEOs. Budget modification and budget management will be a WDC responsibility, subject to LWDB oversight.

4.06 The LWDB, as requested by the CLEOs, has agreed to establish and empower its Finance and Administration Committee to act as the WDC Board of Directors as described in the Partnership Agreement. The LWDB may establish other committees, work groups or task forces as it sees fit.

## **ARTICLE 5: WDC Duties and Responsibilities**

The WDC, through its designation as the local fiscal agent pursuant to 20CFR 679.420 and agreement of the LWDB, shall carry out the following functions:

5.01. Perform operational day-to-day and month-to-month workforce system tasks necessary to achieve the vision, goals and performance benchmarks established by the LWDB.

5.02 Continue to be the fiscal agent, administrative entity and workforce development grant recipient, responsible for grant writing and for receiving and disbursing workforce funds in accordance with the LWDB strategic plan and the Partnership Agreement. Fiscal agent duties are further described in the WIOA Final Rules at 20 CFR 679.420 (b) and (c).

5.03 Employ the LWDB's Chief Executive Officer (CEO), who will staff both the LWDB and the WDC, and other administrative staff. The CLEO representatives on the Finance and Administration Committee/WDC Board of Directors will be included in the CEO's hire, annual evaluation and any personnel actions including termination recommendations.

The CEO will hire and evaluate other WDC staff.

5.04. Conduct procurements. Contract award recommendations will be made by the LWDB's Finance and Administration Committee/WDC Board of Directors in accordance with the LWDB strategic plan and subject to LWDB approval. Financial and programmatic monitoring and arranging for an independent audit shall also be WDC responsibilities.

5.05 Negotiate and track mandatory local workforce system performance benchmarks established the State and USDOL, again subject to LWDB and CLEO oversight.

5.06 Comply with the LWDB/WDC Code of Conduct, which governs conflict of interest situations.

5.07 Operate in accordance with State of Washington statutes and rules governing nonprofit corporations; and,

5.08 Adopt policies necessary to ensure accountability and compliance with Federal, State and local laws, rules, and grant terms and agreements, including but not limited to the Partnership Agreement.

## **ARTICLE 6. LWDB and WDC Composition**

6.01 The members of the LWDB are selected by the CLEOs and shall conform to all requirements of the WIOA 107(b)(2), including, but not limited to:

*Business Representatives* – At least the majority (51%) of LWDB membership must be representatives of business in the local area. The business representatives shall include owners of businesses, chief executives or operating officers of business or other business executives, including small businesses, business organizations, or human resources executives with optimum policymaking or hiring authority that provide employment opportunities in in-demand sectors or occupations as defined in WIOA. At least two members must represent small business as defined by the U.S. Small Business Administration. Efforts will be made to include broad representation of businesses throughout the City/County, consisting of both large and small employers. Business representatives are appointed from among individuals nominated by local business organizations and business trade associations.

*Workforce Representatives* – At least twenty percent (20%) of LWDB members must be workforce representatives. At least two or more members must be representatives of labor organizations nominated by local labor federations. At least one member must be a representative of a joint-labor management or union-affiliated registered apprenticeship programs.

*Education Partners* – The LWDB must include one representative from each of the following (i) an eligible training provider administering adult education and literacy activities under WIOA title II (ii) an institution of higher education providing workforce investment activities, including community colleges. Each of these representatives must be nominated from among these entities.

*Governmental and economic and community development entities* – The LWDB must include at least one representative from each of the following:

- i. Economic and community development entities
- ii. Washington Employment Security Department
- iii. iii. Washington Department of Vocational Rehabilitation

Membership may include other individuals or representatives of entities as the CLEOs, in partnership with the LWDB, may determine to be appropriate and as permitted by WIOA and the WIOA Final Rule. A single member of the LWDB may be appointed as a representative of more than one entity on the LWDB if the individual meets all the criteria for representation in accordance with WIOA.

6.02 The WDC shall be governed by a seven-member Board of Directors including the following individuals: 1) the King County Executive or another executive level County representative appointed by the County Executive; 2) The City of Seattle’s Mayor or another executive level City representative appointed by the Mayor; 3) an organized labor representative selected by the labor representatives who sit on the LWDB; 4) the Chair of the LWDB; and, 5-7) three other private sector LWDB members selected by the LWDB.

6.03. All WDC Directors shall be members of the LWDB and the LWDB’s Finance and Administration Committee, with the possible exception of the two CLEO representatives. The CLEOs may elect to either serve on the LWDB, have their respective representatives serve on the LWDB, or only serve on the LWDB Finance and Administration Committee/WDC Board of Directors. If both CLEO appointees on the Finance and Administration Committee/WDC Board of Directors serve as full LWDB members, the WDC’s Chief Executive Officer shall serve as an exofficio, non-voting member of the Finance and Administration Committee/WDC Board of Directors.

6.04 All LWDB members shall be informed of and are welcome to attend and participate in Finance and Administration Committee/WDC Board of Directors meetings.

## **ARTICLE 7. LWDB and WDC Terms**

7.01 Each LWDB member shall be appointed for a two-year regular term. Terms shall be staggered. No member may serve more than four terms.

7.02 Any vacancy in the LWDB or Finance and Administration Committee/WDC Board of Directors membership shall be filled in the same manner as the original appointment, in accordance with the Partnership Agreement, and the replacement member shall serve until the end of the regular term of the vacancy.

7.03 An LWDB member in good standing must demonstrate, through regular participation in LWDB and WDC meetings, including standing committees, and/or special committees or work groups, that they are able to fulfill the obligations of LWDB and WDC service. Absence of a member from three (3) consecutive meetings may cause termination of that member's appointment.

7.04 A member may also be removed for cause by the CLEOs. In such circumstance, the CLEOs will appoint the replacement to fulfill the remaining time of that member's term.

7.05 Any LWDB or Finance and Administration Committee member may resign by submitting a written notice to the Chair.

7.06 If any LWDB member resigns or is otherwise removed from the LWDB, that individual shall be removed from the Finance and Administration Committee/WDC Board of Directors. This clause shall not apply to the two CLEO appointees to the WDC Board of Directors who shall serve at the pleasure of the appointing CLEO.

7.07 All members shall serve on a voluntary, non-salaried basis. The LWDB and WDC may adopt policies for reimbursement of expenses such as parking.

7.08 Each voting LWDB member or WDC director shall be entitled to one vote. Decisions may be made by a majority vote in favor at any meeting where a quorum has been attained.

## **ARTICLE 8. LWDB Appointments**

8.01 The CLEOs shall make appointments of voting LWDB members, in accordance with WIOA 107(c)(B)(i)(I) and State of Washington policies.

8.02 The two CLEOs may each select one non-voting LWDB member to represent them on the LWDB in their absence.

8.03 LWDB vacancies shall be posted on the LWDB 's website for a minimum of 30 days to receive nominations. The vacancy notice shall contain a description of the organizational requirement the vacancy fulfills, as well as any additional nomination requirements.

8.04 Nominations are forwarded to the LWDB for review and recommendation to the CLEOs. Should the CLEOs agree to advance the nominee, representatives of the CLEOs and the Chair or designee shall meet with the candidate to explain the LWDB's role and responsibilities and confirm that the appointment will be in accordance with WIOA and criteria established by Washington State. Upon approval of the appointment by the CLEOs, written notification of the appointment and term shall be forwarded to the nominee.

### **ARTICLE 9: Conduct of LWDB and WDC Meetings**

9.01 The LWDB or WDC Chair or Vice Chair or either CLEO may call special meetings of the LWDB or WDC for any purpose. Notice of the special meeting shall be provided to members a minimum of three (3) business days in advance, except in matters requiring immediate action in which case at least twenty-four (24) hours advance meeting notice shall be given.

9.02 Written notice of each regular LWDB and WDC meeting shall be delivered by electronic mail, personally, mailed, or delivered electronically to each member at the e-mail or street address shown on the records of the LWDB and WDC at least seven (7) calendar days before the meeting. Electronic mail shall be the preferred method of providing notice of meetings. An agenda of business expected to be transacted shall be specified in the notice, except that this requirement shall not prevent the LWDB or WDC from transacting other business at the meeting.

9.03 No member of the LWDB or WDC may vote on a matter by assignment or proxy. Participation and voting may occur by telephone or electronically to the extent allowed by State of Washington laws and administrative rules.

9.04 A majority of the voting members of the LWDB then in office shall constitute an LWDB quorum. Similarly, a majority of WDC directors then in office shall constitute a quorum of the WDC. The LWDB/WDC Chair may vote and shall be included in the quorum calculation. Abstentions shall also count in establishing a quorum.

9.05 All meetings of the full LWDB shall be open to the public in accordance with 20 CFR §679.390 and section 107(e) of WIOA and the Washington State Open Public Meetings Act (OPMA) – RCW 42.30. An executive session, closed to the public, may be called during board or committee meetings to discuss personnel matters or otherwise in compliance with the OPMA. The CLEOs and their representatives, may not be excluded from any meeting of the LWDB or WDC or committee or work group meetings of the LWDB or WDC. Committees and work groups of the LWDB and WDC shall be open and shall comply with notice requirements.

9.06 To ensure transparency of LWDB and WDC decisions, a calendar of all LWDB and WDC committee meetings shall be posted on an external website and minutes shall be posted on an external website no later than seven (7) business days after the meeting.

9.07 An annual meeting of the full LWDB shall be held each year for the purpose of electing officers and WDC directors and transacting other business.

9.08 The Partnership Agreement, including amendments thereto, is incorporated by reference into these bylaws and shall take precedence over bylaws provisions. Robert's Rules of Order shall govern the conduct of the meetings of the LWDB and WDC in all cases to which they are applicable and in which they do not conflict with the Partnership Agreement, or with these bylaws, or with any special rules the LWDB or WDC may adopt.

### **ARTICLE 10. Officers & Elections of Officers**

10.01 The officers of the LWDB and WDC shall include a Chair, one Vice Chair and one Secretary. The WDC shall also elect a Treasurer or Secretary/Treasurer, and may choose to elect other officers. The LWDB Chair shall also chair the WDC Board of Directors.

10.02 Seats on the Finance and Administration Committee/WDC Board of Directors shall be filled at the same time LWDB officer elections are held. The WDC shall select its officers (other than the Chair), at the first WDC meeting after LWDB officers are elected.

10.03 The nomination process for LWDB officers and WDC directors shall be transparent and the elections shall be competitive.

- a. A nominating committee shall be formed to determine the elections process. The nominating committee shall consist of the CLEO representatives and board members not running for office.
- b. A list of all individuals nominated for officer or Finance and Administration Committee roles and willing to compete for the role shall be sent to the LWDB thirty (30) calendar days in advance of elections.

10.04 The term of all offices and the WDC Board of Directors shall be two (2) years. Board appointments will be staggered to ensure member continuity beginning on the first day of either January or July and ending when a successor is elected. Each officer/director shall continue to hold their office/directorship until a replacement officer/director is elected. Any officer/director vacancy shall be filled by election at the next regular meeting for the remainder of the unexpired term.

10.05 The LWDB/WDC Chair shall be elected by the LWDB from among the business representative members, as required by 20 CFR 679.330.

## 10.06 Duties of Officers.

a. Chair. The Chair shall preside at LWDB and WDC meetings, shall serve as the chief spokesperson and signatory for the LWDB and WDC, and shall constitute and appoint members to committees and work groups in consultation with the LWDB or WDC. Finance and Administration Committee membership and duties shall be as described in the Partnership Agreement. The Chair may sign contracts, agreements, or other instruments that the LWDB or WDC has authority to execute.. The Chair shall delegate duties and responsibilities to the Vice Chair, as appropriate.

b. Vice Chair. In the absence of the Chair, or when specific functions are delegated to the Vice Chair, or in the event of the Chair's inability to act, the Vice Chair shall perform all the duties of the Chair. When so acting, the Vice Chair shall have all the powers of and shall be subject to all the restrictions on the Chair. The Vice Chair may perform other duties as designated by the LWDB or WDC. The LWDB and WDC may elect the same person or different persons to be their respective Vice Chairs.

The LWDB may also choose to elect a Secretary or Secretary/Treasurer

c. Secretary. The Secretary shall ensure that all notices are duly given in accordance with the provisions of these bylaws or as required by law, that meeting minutes are maintained, and that LWDB and WDC policies and decisions are communicated for public review and comment. The Secretary may also establish additional external communication priorities to engage and inform the public of the LWDB's and WDC's mission and work. The LWDB and WDC may elect the same person or different persons to be their respective Secretaries.

d. Treasurer. The WDC may choose to elect separate Secretary and Treasurer officers or may combine the two offices into a single Secretary/Treasurer position. The Treasurer shall maintain an account of all funds received by the WDC, including WIOA and other Federal/local grants and philanthropic funds, and shall render to the Chair, WDC directors and CLEOs, whenever requested, an account of all transactions and the financial ability of the WDC to meet its obligations. The Treasurer may also be the spokesperson for the WDC with potential fund sources. The Treasurer may prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

## **ARTICLE 11. Committees and Work Groups**

11.01 The purpose of the committees or work groups of the LWDB and WDC is to fulfill the functions required under WIOA, and to do so in partnership with workforce development stakeholders not represented on the LWDB or the WDC Board of Directors.

11.02 As a part of its convening function, the LWDB may identify stakeholders with expertise that can help to carry out the functions of the LWDB through work groups or standing committees. Standing committees and work groups must be chaired by a member of the LWDB



and may include other members of the LWDB and other individuals who are not members of the LWDB who have demonstrated experience and expertise. Each LWDB member is expected to participate in at least one committee or work group.

11.03 Each committee or work group shall have a Committee Chair who may serve no more than two two-year terms. Committee and work group chairs shall be LWDB members, appointed by the Chair in consultation with either the LWDB or WDC.

11.04 The only mandatory LWDB standing committee is the Finance and Administration Committee/WDC Board of Directors. Finance and Administration Committee membership is established by the Partnership Agreement.

11.05 A quorum for the purpose of committees, with the exception of the Finance and Administration Committee/WDC board of directors, shall consist of one third of the appointed committee members attending either in person or by electronic means.

## **ARTICLE 12. Standards of Conduct; Prohibitions**

12.01 Members of the LWDB and WDC boards shall comply with the Code of Conduct. The Code of Conduct shall be approved by the LWDB, the WDC and the CLEOs. At a minimum, the Code shall incorporate Federal and State of Washington conflict of interest statutes, rules and policy issuances and shall require that:

- a. A conflict of interest exists if it is reasonably foreseeable that the outcome of participating in a decision will have a material impact on an LWDB member's or WDC director's economic interest which is distinguishable from the public generally;
- b. Participation in a decision includes voting on a matter (including recommendations), appointing a person, obligating or committing the LWDB or WDC to a course of action, negotiating agreements, influencing a decision and otherwise exercising judgment in making a decision;
- c. Each LWDB member and WDC director is responsible for determining whether any potential or actual conflict of interest exists or arises for him/herself during tenure on the LWDB, the WDC or a standing committee or work group;
- d. Any member or director with a potential or actual conflict of interest shall comply with applicable laws, including requirements for public disclosure and recusal.

## **ARTICLE 13. Amendments of Bylaws**

13.01 These bylaws may be amended by the LWDB or the WDC, subject to CLEO approval, and in compliance with WIOA and other policies set forth in this Agreement e.g. conflict of interest, at any time.

13.02 An amendment to the bylaws shall take effect immediately upon its adoption and approval by the CLEOs, unless an alternative effective date is otherwise stated in the amended bylaws.

**ARTICLE 14. Signatures**

14.01 The bylaws may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed set of bylaws.

IN WITNESS THEREOF, the CLEOs, the LWDB/WDC Chair and the WDC Chief Executive Officer have approved these bylaws as of the dates set forth below:

---

King County Executive Dow Constantine Date

---

City of Seattle Mayor Bruce Harrell Date

---

WDC Board Chair Angela Dunleavy Date

---

WDC Chief Executive Officer Marie Kurose Date