

Restated By-Laws for Dutchess County Workforce Development Board

These Restated By-Laws are meant to be consistent with the legislation which has created and maintains the Workforce Development Board and any inconsistency with the State mandated requirements of these Restated By-Laws shall render any such provision invalid and ineffective as of the date.

ARTICLE I – NAME AND AUTHORITY

Section 1. Name

The name of this body shall be the Dutchess County Workforce Investment Board, Inc. hereinafter referred to as the DCWIB. The agreement with the Chief Local Elected Official (CLEO) established the incorporated Dutchess County Workforce Investment Board as the Local Workforce Development Board hereinafter referred to as the LWDB. The LWDB was certified by the Governor of the State of New York, pursuant to the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as WIOA.

Section 2. Authority

The LWDB shall act on behalf of the Dutchess County Local Workforce Development Area hereinafter referred to as LWDA and shall provide policy guidance for and exercise oversight of the LWDA as set forth in WIOA.

The LWDB is staffed by the DCWIB.

Under WIOA the LWDB has the authority to solicit and accept grants and donations from sources other than Federal funds made available under this Act.

Section 3. Principal Location

The address of the principal office of the LWDB is: Suite A18B, 3 Neptune Road, Poughkeepsie, New York 12601.

ARTICLE II – PURPOSE AND FUNCTION

Section 1. Purpose

Proposed regulation § 679.300 states the purpose of the Local Board. The Local Board represents a wide variety of individuals, businesses, and organizations throughout the local area. The Local Board serves as a strategic convener to promote and broker effective relationships between the CLEO and economic, education, and workforce partners.

The Local Board must develop a strategy to continuously improve and strengthen the Dutchess County's workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs to promote economic growth. Local Board members must establish a platform in which all members actively participate and collaborate closely with the required and other partners of the workforce development system, including public and private organizations. This is crucial to the Local Board's role to integrate and align a more effective, job-driven workforce investment system.

Section 2. Functions

Pursuant to § 679.370 of the proposed regulations, functions of the Local Board shall include:

- Development and approval of a local plan consistent with WIOA Sec. 108;
- Workforce research and regional labor market analysis;
- Development of a budget for the activities of the Local Board, consistent with the LWDA Plan and duties of the LWDB, subject to approval of the CEO;
- Convening, brokering and leveraging local workforce development stakeholders;
- Leading efforts to engage with a diverse range of employers and entities in the region;
- Negotiation of local performance measures;
- Leading efforts in the local area to develop and implement career pathways within the local area by aligning the employment, training, education and supportive services that are needed by adults and youth, particularly individuals with barriers to employment;
- Identifying and promoting proven and promising practices;
- Developing strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and jobseekers;
- Designating, with agreement of the CEO, of the Career Center operator, youth providers and identification of eligible training providers;
- Provision of program oversight and consumer choice requirements, in partnership with the Chief Elected Official;
- Coordination with education providers;
- Development of a budget for activities of the Local Board;
- An annual assessment of the physical and programmatic accessibility in accordance with WIOA Sec. 188 and the Americans with Disabilities Act of 1990 of all one-stop centers in the local area; and
- Certification of one-stop centers.
- Determination and approval of policies and procedures;
- Establishment of clear roles, responsibilities, procedures and expectations to increase board participation and improve board functionality;
- Collaboration as needed on regional, local and state initiatives; and
- Approval of plans for the implementation of goals and objectives for the LWDB, including realization of efficiencies, cost savings, synergies, best practices, conservation of resources and pooling of complementary resources.

Section 3. Corporate Purposes

The purposes of DCWIB shall be those set forth in its Certificate of Incorporation, as amended from time to time, provided, however, that the purposes of DCWIB are to operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code

of 1986 (as amended from time to time, or the corresponding provisions of any future United States Internal Revenue Law), in the course of which operation:

(a) No part of the net earnings of DCWIB shall inure to the benefit of, or be distributable to, its directors, officers, or other persons, except that DCWIB shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;

(b) No substantial part of the activities of DCWIB shall be the carrying on of propaganda, or otherwise attempting to influence legislation and DCWIB shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code; and

(c) Notwithstanding any other provisions that are contained herein, DCWIB shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, (or the corresponding provisions of any future United States Internal Revenue Law) or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, (or the corresponding provision of any future United States Internal Revenue Law).

Section 4. Corporate Dissolution

In the event the LWBD has approved the dissolution of DCWIB, the LWBD, after paying or making provision for the payment of all of the liabilities and obligations of DCWIB, shall distribute all of the assets of DCWIB pursuant to a plan of distribution adopted by the LWBD to such organization or organizations that are organized and operated exclusively for religious, charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as amended, subject to proper authorization of the Office of the Attorney General or an order of a Justice of the Supreme Court of the State of New York, as appropriate. The disposition of assets shall be subject to any designations or restrictions originally placed on the assets if acquired by donation, unless such designations or restrictions shall be released by order of a court having jurisdiction.

Section 5. Construction

No By-Law provision shall be adopted if it would conflict with any provision contained in the filed Certificate of Incorporation, as amended from time to time, however, if there is deemed to be any conflict between the provisions of the Certificate of Incorporation and these By-Laws, the provisions of the Certificate of Incorporation shall govern.

ARTICLE III – MEMBERSHIP

Section 1. Composition

All members shall be nominated and appointed in conformance with WIOA Sec. 107(b) (1) and (2). Members will receive written appointment from the CLEO.

The LWDB shall include a majority of representatives of local businesses, as well as local educational entities, labor organizations, community-based organizations, economic development agencies, and representatives from the One-Stop partners. Business representatives shall be executive level officer and/or employees with significant policy making or hiring authority.

Representation required under WIOA Sec. 107(b)(2).

- A majority of the members must be business representatives;
- 20% of the members must be workforce representatives (which must include two organized labor representatives and one apprenticeship representative; and may include representatives from Community Based Organizations and organizations with experience serving youth);
- One Title III Wagner -Peyser representative;
- One Title II Adult Education and Literacy representative;
- One Higher Education representative;
- One Economic and Community development representative; and
- One Title IV Vocational Rehabilitation representative.

WIOA allows optional and discretionary appointments, and allows members to represent multiple, required representation slots.

Section 2. Tenure

LWDB business members shall be appointed for terms of three years ending on June 30th of the last year of such term. Should a term be ended in less than three years, replacement members will be appointed for a new three (3) year term. Business representatives appointed to the LWDB may be re-appointed to serve up to three (3) three (3) year terms.

Initial terms shall be staggered as follows: approximately one-third (1/3) of the membership for one (1) year, one-third (1/3) of the membership for two (2) years, and one (1/3) of the membership for three (3) years. Thereafter, members shall be appointed for three (3) year terms. This methodology will create a staggered set of Board terms so as to maintain continuity of decision making and balance representation.

The Chair of the LWDB shall notify the CLEO as to vacancies. The LWDB shall solicit nominations from local business organizations and submit a list of its nominations to the Executive Committee. After review by the Executive Committee, names will be forwarded to the CLEO for consideration and appointment.

Accordingly, LWDB members who depart the business or organization position from which they were initially appointed to the LWDB shall cease to be members of the LWDB, irrespective of their term of office, unless otherwise reappointed by the CLEO.

Section 3. Termination

Any member may resign from the LWDB upon written notice to the CLEO.

Any member may be removed from the LWDB for just cause by the CLEO, upon recommendation by the LWDB, whenever the best interest of the LWDB would be served. Removal of a member shall be effected by an affirmative vote by two thirds of the entire LWDB after discussion at a meeting called for this purpose. Just cause may include three (3) consecutive absences, violation of conflict of interest requirements, or any other area the LWDB and CLEO agree is appropriate. The member in question may attend such meeting and shall have an opportunity to discuss the issue at the meeting, however, s/he may not participate in the vote for removal. If a member of the LWDB who sits on the Board ex officio ceases for any reason to hold the office from which that member's seat on the LWDB is derived, such member shall automatically and immediately cease to be a member of the LWDB. Written notice of the removal of such member of the LWDB shall be given by the Chair to the member so removed.

Section 4. Compensation

Members of the LWDB shall serve without compensation. Additionally, in accordance with WIOA sections 101(h)(3) and 107(f)(3), the Local Board director (and staff) are subject to the limitations on the payment of salary and bonuses described in WIOA section 194(15).

Section 5. Rights and Powers of Members

Members shall have and may exercise the following powers, in addition to the powers and functions set forth in Article II, such as approval and interpretation of the statement of mission and philosophy of the LWDB, and to require the LWDB to operate in conformance with such statement.

ARTICLE IV – MEETINGS

The LWDB shall conduct its business in a manner consistent with the "Open Meetings Law." Accordingly, the LWDB will make available to the public, on a regular basis through open meetings, information about the activities of the Local Workforce Development Board.

If membership of the LWDB fails to meet the WIOA requirements, the LWDB retains authority to transact business for a period of 90 days while reestablishing WIOA compliance. The LWDB Chair shall provide notices to the CLEO and the State Workforce Investment Board (SWIB), or its designee, within 20 calendar days of receipt of resignation or termination letter of a LWDB member. The vacancy shall be filled within 90 calendar days of the resignation or termination. The Secretary shall maintain an accurate and up to date list of private sector and public sector members.

Section 1. Frequency and Notice

The LWDB shall meet four (4) times a year and at the call of the LWDB Chair, or at the request of the CLEO. Notice of LWDB meetings shall be given in writing by mail, fax, or e-mail, or in person or by telephone, to all members at least five (5) days in advance. Whenever any notice is required to be given to any member of the LWDB under the provisions of the Not-for-Profit Corporation Law or under the provisions of the Certificate of Incorporation or By-laws of DCWIB, a waiver thereof whether before or after the time of the meeting, in writing, or by facsimile or electronic mail, signed or reasonably determined to be submitted by the person or persons entitled to such notice, shall satisfy the notice requirement with respect to the signature(s). Attendance of a person at a meeting shall constitute a

waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2. Annual Meeting

The Annual Meeting of the LWDB shall be held at the last meeting of the fiscal year for the election of officers to the Board, for receiving annual reports from the Officers, Executive Director and Committees, and for the transaction of other business.

Notices of such Annual Meetings shall be signed by the Secretary, and given to each member at least ten (10) days and not more than forty (40) days before the time appointed for the meeting. All notices of the Annual Meeting shall set forth place, date and time, and purpose.

Section 3. Meetings by Telephone or Videoconferences

Any one or more members of the LWDB or any committee may participate in any meeting of the Board or such committee by means of a conference telephone, videoconference or other similar communication equipment allowing all persons participating in the meeting to hear each other at the same time; participation by such means shall constitute presence in person at a meeting.

Section 4. Quorum

Fifty-one Percent (51%) of the LWDB members must be present in person at the Board Meeting to be counted as a quorum. The quorum does not have to reflect the overall representation of the LWDB by having a majority of business members present. The LWDB, however, recognizes the importance of business input in decision-making. A majority of those voting will carry a motion. If at any meeting of the Board, there shall be less than a quorum present, the members present may adjourn the meeting from time to time until a quorum is obtained and at any such subsequent meeting at which a quorum is present, any business may be transacted which may have been transacted at the meeting originally called.

Section 5. Voting

Only those members appointed to the LWDB in writing by the CLEO may vote at LWDB meetings. Community members, not otherwise appointed to the LWDB, but actively engaged in LWDB committee activity are nonvoting members of the LWDB. Voting shall be accomplished only at LWDB meetings. If a quorum is present, absent members may vote by proxy if a quorum is present at the meeting. Proxy votes must be in writing signed by the absentee member, and specifically address the exact items of business that will be voted on during that meeting.

Section 6. Procedure

The rules of order in the current edition of Robert's Rules of Order, as amended from time to time, shall govern the conduct of all meetings of the LWDB except where they may be in conflict with the Articles of Incorporation, these By-laws, WIOA or other policies adopted by the LWDB.

Section 7. Use of Technology

As required by WIOA Sec. 107(d)(7) the LWDB will work to develop strategies for the use of technology to maximize the accessibility and effectiveness of the local workforce development system. The Local Board will make available to the public, on a regular basis, information regarding the activities of the Local Board through electronic means, as required by WIOA Sec. 107(c)(13)(e).

Section 8. Advisory Board

The LWDB may form an Advisory Board to it, the duties and composition of which shall be determined by resolution of the Board.

ARTICLE V – OFFICERS OF THE BOARD

Section 1. Officers & Terms

The LWDB shall have a Chair, Vice Chair, Second Vice Chair, Treasurer, Secretary large. The Chair, Vice Chair and Second Vice Chair must be a representative of the private sector.

Officers shall be elected by the LWDB at the Annual Meeting after the appointment of new members. An officer may succeed him/herself for only one consecutive term. After serving two consecutive terms, a Director must vacate his position for at least one year before seeking re-election to another term.

The Chair and Vice Chair will be appointed to a two (2) year term. The Treasurer will be appointed to a three (3) year term and the Second Vice Chair and Secretary will each be appointed to one (1) year terms.

Section 2. Succession of Officers

The First Vice Chair will succeed the Chair following completion of his or her term. If the term of office for an officer in this line of succession expires, the officer shall be eligible to continue on to fulfill the term of office through completion of the Chairmanship.

Section 3. Termination

Any officer may resign upon written notice to the Chair.

Any officer may be removed from the LWDB whenever, in its judgment, the best interest of the LWDB would be served. Removal of an officer shall be effected by an affirmative vote by two-thirds of the entire Board after discussion at a meeting called for this purpose.

Section 4. Vacancies

The board may fill a vacancy in any office for the unexpired term of the office so vacated, at any meeting of the Board, notice having been given of such proposed action.

Section 5. Duties of Officers

CHAIR

The Chair shall be the chief officer of the LWDB and, subject to the members of the LWDB, shall have direction and superintendence of the business properties and affairs of the LWDB. The Chair shall preside at the meeting of the members of the LWDB and the Executive Committee. The Chair shall serve as an ex-officio member of any committees. The Chair shall appoint members to committees and shall appoint Committee Chairpersons. The Chair shall delegate responsibilities to other officers and committee chairpersons as may be necessary. The Executive Director of the LWDB shall report to the Chair.

FIRST VICE CHAIR

The First Vice Chair shall perform, in the absence or incapacity of the Chair or when directed by the Chair of the LWDB, the duties of the Office of Chair of the LWDB and such other duties as may be delegated by the members of the LWDB or the Chair of the LWDB. The First Vice Chair shall have oversight and reporting responsibility of the One Stop Operator and Memorandum of Understanding between partner programs and serve as an ex-officio member of any committees.

SECOND VICE CHAIR

The Second Vice Chair shall perform, in the absence or incapacity of the Chair or First Vice Chair or when directed by the Chair or First Vice Chair of the LWDB, the duties of the Office of Chair or First Vice Chair of the LWDB and such other duties as may be delegated by the members of the WIB or the Chair of the WIB. The Second Vice Chair shall have oversight and reporting responsibility of the Procurement Activities of the LWDB including Request for Proposals for WIOA Youth activities and serve as an ex-officio member of any committees.

SECRETARY

The Secretary shall give notice of and attend all meetings of the LWDB and keep a record of actions, conduct, and correspondence of the LWDB. The Secretary shall also maintain a list of the current members of the LWDB. The Secretary shall also perform the duties usually incident to the Office of Secretary, and such other duties as are assigned by the LWDB, Executive Committee, or Chair.

TREASURER

The Treasurer shall provide oversight of the monies received and expended for the use of the LWDB. The Treasurer shall oversee the preparation of the annual budget and shall report to the LWDB on disbursements, committed and uncommitted funds. The Treasurer shall ensure the deposit of all sums received in the bank, banks, or trust companies approved by the LWDB and make a report at the regular and annual meetings of the LWDB. The Treasurer will oversee the performance of any audits of the financial records of the LWDB. The Treasurer shall perform the duties usually incident to the Office of the Treasurer and such other duties as are assigned by the LWDB, Executive Committee, or Chair.

ARTICLE VI – COMMITTEES

Section 1. Committees.

Committees shall consist of Committees of the Board and Committees of the Corporation as set forth in these By-Laws and as established by the LWBD from time to time. The LWBD may designate and shall appoint the committee chairs and members of all committees for a one year term and both chairs and members may succeed themselves. Such committees shall have such authority as the LWBD may delegate, except to the extent prohibited by law.

Section 2. Structure – Committees of the Board

Committees of the Board shall consist of not less than three (3) Board members and may not include non-Board members. If designated by the LWBD, Committees of the Board shall have the authority to bind DCWIB as specifically designated by the Board. The Executive Committee shall be considered a committee of the Board. Other committees of the Board will be appointed as are deemed necessary by the LWDB, and these By-laws will be updated to include the other committees of the Board.

Section 3. Executive Committee

The Executive Committee shall meet monthly. The Executive Committee shall consist of the officers of the LWDB, plus two at-large members, and the Chairs of each Committee of the Board should an additional Committee of the Board be created. A designated representative from the One Stop Operator and the LWDB Executive Director will be expected to participate on the Executive Committee as non-voting members. **[Confirm with Client that all members of the Executive Committee are Board members.]**

The Executive Committee shall be empowered to transact business which is necessary for the ongoing business of the LWDB including business related to the LWDB functions outlined in Article II, Section 2 when the LWDB is not in session. The LWDB will vote to retroactively approve transactions related to the LWDB functions at the next meeting.

Section 4. Executive Committee - Quorum

Four members of the Executive Committee shall constitute a quorum for the transaction of business. A majority vote of the members of the Executive Committee (when there is a quorum) shall be necessary to pass any motion. The Executive Committee shall report to the LWDB on any such activity at the next meeting of the LWDB for LWDB approval.

Section 5. Procedure

In accordance with the “Open Meetings Law,” the Executive Committee will only go into closed executive session upon a majority vote of its membership taken in an open meeting pursuant to a motion identifying the general area of the subject (s) to be considered. These areas include matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular LWDB member, LWDB staff member, or LWDB organization, or for any other confidential matters.

Section 6. Committees of the Corporation

Committees of DCWIB or the Corporation shall consist of not less than three (3) Board members and may include non-Board members. The LWDB may establish committees of the Corporation for any lawful purpose, which may have such powers as the Board may lawfully delegate.

ARTICLE VII – COMMUNITY FORUMS AND LWDB TASKFORCES

WIOA expressly authorizes the LWDB to establish special committees that include individuals who are not formal members of the board, but who have a particular expertise. In lieu of a special committee for youth, serving individuals with disabilities and individuals who are basic skills deficient, the LWDB will identify community leaders to lead community forums or a LWDB taskforce. Through such forums or taskforces these leaders will advise on issues and promising practices that support the Board's ability to attain the goals of the State, local and regional plans. The forums or taskforces will also help the LWDB meet the objective of providing customer-focused services to individuals and businesses. When created by the LWDB, the reporting requirements of each forum or taskforce will be established. A special committee or task force shall limit its activities to the accomplishment of those tasks for which it was appointed and shall have no powers except those specifically conferred by action of the Board. Upon completion of the task(s) for which it was created, the special committee or task force shall be discharged by vote of the LWDB.

ARTICLE VIII – CONFLICT OF INTEREST

Section 1. Statement of General Policy

Officers and Directors owe a fiduciary duty to DCWIB. These By-Laws recognize that both real and apparent conflicts of interest, and dualities of interest, (hereinafter referred to as “conflicts”) sometimes occur in the course of conducting the DCWIB’s daily affairs. A conflict as used in these By-Laws refers only to personal, proprietary interests of the persons covered by this policy and their immediate families and not to philosophical or professional differences of opinion. Conflicts occur because the persons associated with DCWIB may have multiple interests and affiliations and various positions of responsibility within the community. Sometimes a person will owe identical legal duties to two or more organizations conducting similar activities or be related to someone involved in a substantial financial transaction with DCWIB.

Conflicts are undesirable because they potentially or apparently place the interests of others ahead of DCWIB’s obligations to its corporate purposes and to the public interest. Conflicts are also undesirable because they often reflect adversely upon the persons involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However the long range best interests of DCWIB do not require the termination of all association with persons who may have real or apparent conflicts or who may be related to a party in a transaction with DCWIB if a prescribed and effective method can render such conflicts harmless to all concerned and such related party transactions determined to be in the best interest of DCWIB.

Therefore, DCWIB's affirmative policy shall be to require that all actual or apparent conflicts and related party transactions be disclosed promptly and fully to all necessary parties and to prohibit specified involvement in the affairs of DCWIB by persons having such conflicts.

Section 2. Conflict of Interest – WIOA

WIOA §107 (h) stipulates that a member of a Local Board, or a member of a committee of the Board, may not: (1) vote on a matter under consideration by the Local Board (A) regarding the provision of services by such member (or by an entity that such member represents); or (B) that would provide direct financial benefit to such member or the immediate family of such member; or (2) engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

Section 3. Coverage of this Policy

This policy shall apply to all members of the LWDB (both prior to and during their term) and Officers, Key Employees, agents and employees of DCWIB. DCWIB's management shall have the affirmative obligation to publicize periodically this policy to all such parties. Key Employees of DCWIB shall mean persons with fiscal responsibility for DCWIB who were (i) at any time within the prior five (5) years in a position to exercise substantial influence over the affairs of DCWIB, or (ii) a "family member" of the person in a position to exercise such influence (i.e., such person's spouse, ancestor, brother or sister (whole or half), child (natural or adopted), grandchild, great-grandchild and spouses of brothers, sisters, children, grandchildren and great-grandchildren or domestic partners of such relatives) or (iii) a corporation in which a person in (i) or (ii) above has a thirty-five (35%) or greater ownership or beneficial interest, or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five (5%) percent.

Section 4. Disclosure of all Conflicts

All persons to whom this policy applies shall disclose all real and apparent conflicts which they discover or have been brought to their attention in connection with DCWIB's activities. "Disclosure" as used in these By-Laws shall mean providing promptly to the Secretary of the Board a written description of the facts comprising the real and apparent conflict. An annual disclosure statement form shall be circulated by DCWIB to all persons to whom this policy applies to assist them in considering such disclosures, but disclosure is appropriate whenever conflicts arise. The written disclosure statements of conflicts shall be filed with the Secretary of the Board. Prior to the initial election of any member of the LWDB and annually thereafter, such member shall complete, sign and submit to the Secretary of the Board a disclosure statement form provided by DCWIB in which such member shall disclose any entity of which such member is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Corporation has a relationship, and any transaction in which the Corporation is a participant and in which the member of the LWDB might have a conflicting interest.

The Secretary of the Board shall provide a copy of all completed disclosure statements to the Board. All disclosure statements received hereunder shall be noted for record in the minutes of a meeting of the Board. The resolution of the conflict disclosed shall also be documented in the Corporation's records, including the minutes of any meeting at which the conflict was discussed or voted upon.

Section 5. Proscribed Activity by Persons Having Conflicts

When an individual Director, Officer, Key Employee, agent, independent contractor or employee believes that he or she or a member of such person's immediate family might have or does have a real or apparent

conflict, that individual shall, in addition to filing the disclosure notice required under Section 4 above, abstain from making motions, voting, executing agreements, or taking any other similar direct action on behalf of DCWIB to which the conflict might pertain. In the event the LWDB is to deliberate or vote on the matter giving rise to the conflict, the individual with such conflict shall not be present at or participate in the committee or Board deliberation or vote. No individual with a real or apparent conflict may make any attempt to influence improperly the deliberation or voting on the matter giving rise to the conflict. When any person requests in writing, or upon its own initiative, the Board at any time may establish further guidelines consistent with the interests of DCWIB for the resolution of any real or apparent conflicts.

Section 6. Related Party Transactions

It is in the interests of DCWIB to be made aware of any transaction in which a related party to DCWIB has a substantial financial interest prior to approving such transaction. For purposes of this determination, a "Related Party" shall mean (i) any Director, Officer or Key Employee of DCWIB or any Affiliate (hereinafter defined) of DCWIB; (ii) any relative of any Director, Officer or Key Employee of DCWIB or any Affiliate of DCWIB; or (iii) any entity in which any individual described in clauses (i) and (ii) above has a thirty-five (35%) percent or greater ownership or beneficial interest, or in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five (5%) percent. A "Related Party Transaction" means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which DCWIB or any Affiliate of DCWIB is a participant. An "Affiliate" of a corporation shall mean any entity controlled by, in control of, or under common control with such corporation.

DCWIB shall not enter into any Related Party Transaction unless the transaction is determined by the LWDB to be fair, reasonable and in the best interest of DCWIB at the time of such determination. Any Director, Officer or Key Employee who has an interest in a Related Party Transaction shall disclose in good faith to the LWDB the material facts concerning such interest in a writing delivered to the Secretary of the Board or, if present at a meeting of the Board orally as the Chair may determine.

With respect to any Related Party Transaction involving DCWIB in which the Board determines in its sole discretion that a Related Party has a substantial financial interest, the Board shall:

- (a) Prior to entering into the transaction, consider alternative transactions to the extent available;
- (b) Approve the transaction by not less than a majority vote of the Directors present at the meeting; and
- (c) Contemporaneously document in the minutes of the meeting, the basis for the Board approval, including the consideration of any alternative transactions.

Any transaction with DCWIB in violation of this Section shall be void or voidable at the discretion of the LWDB.

In connection with the deliberations of the Board, no Related Party may participate in the deliberations or voting; provided, however, nothing in this Section 6 shall prohibit the Board from requesting that a Related Party present information concerning a Related Party Transaction at the Board meeting prior to the commencement of deliberations or voting related to such transaction.

Violations of the conflict of interest provisions may result in immediate termination of membership by the CLEO, upon recommendation by the LWDB.

ARTICLE IX – INDEMNIFICATION

The LWDB agrees, to the fullest extent permitted by law, to indemnify and hold harmless its elected or other appointed members from any and all damages, losses, claims, liens, demands and causes of action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the elected or other appointed member in connection with or arising directly or indirectly from the performance of the elected or other member's duties as a LWDB member. The LWDB shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent.

ARTICLE X – LIABILITY

The LWDB shall purchase Officers and Directors Liability Insurance that protects elected or other appointed members against any cost, liability, or expense arising out of that member's present and past activities in the course of his or her duties as a LWDB member.

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ARTICLE XI – AMENDMENTS TO THE BY-LAWS

These By-Laws or any part thereof may be amended or repealed by two-thirds vote of LWDB present and voting at any regularly scheduled meeting of the LWDB after notice that such action is a purpose of the meeting. Any Federal, State or Local legislation affecting these By-Laws shall immediately make any offending By-Laws void.

ARTICLE XII – RECORDS

Section 1. Accessibility

Meeting minutes, files and records shall be maintained in accordance with Federal, State or Local laws. Meeting minutes, agendas and agenda items, request for proposals and documents requiring a mandatory comment period and shall be made available through the organization's website. In accordance with the Freedom of Information Law other files and records may be requested by the public in accordance with State policy. Records will be stored as digital files at the organization's location and in a backup location off site.

Section 2. Transparency

WIOA Sec. 107(c)(13)(e) requires the Local Board to make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the Local Board, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants or contracts to eligible providers of youth workforce investment activities, and on request, minutes of formal meetings of the Local Board.

Section 3. Fiscal Year

The fiscal year of DCWIB shall end on December 31st of each year.

Section 4. Actions Regarding Real Property

In order to be in compliance with Section 509 of the NPCL, in a transaction involving all or substantially all of the assets of DCWIB, DCWIB shall not purchase, sell, mortgage or lease real property, unless authorized by the vote of two-thirds of the entire Board, provided that, if there are twenty-one (21) or more Directors constituting the entire Board at any given time, the vote of a majority of the entire Board shall be sufficient.

ADOPTED

The Dutchess County Workforce Development Board convened on _____, with a quorum present and by way of vote agreed to adopt the By-laws expressed herein.

The effective date of these By-laws shall be _____.