

LOCAL WORKFORCE DEVELOPMENT AREA I

CHIEF ELECTED OFFICIAL BOARD AGREEMENT

This Chief Elected Officials Agreement (“Agreement”) is entered into by and among the Kansas Counties of Barber, Barton, Chase, Cheyenne, Clark, Cloud, Comanche, Decatur, Dickinson, Edwards, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Hamilton, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kiowa, Lane, Lincoln, Logan, McPherson, Marion, Meade, Mitchell, Morris, Morton, Ness, Norton, Osborne, Ottawa, Pawnee, Phillips, Pratt, Rawlins, Reno, Republic, Rice, Rooks, Rush, Russell, Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Thomas, Trego, Wallace and Wichita, each of which is designated as a “Local Government, to define the rights and duties of the Local Governments in their cooperative oversight of the workforce development programs authorized by the Federal Workforce Innovation and Opportunity Act (“WIOA”), Public Law 113-128. This Agreement is intended to comply with WIOA Section 107 (c)(I)(B)(i) providing that, where there exist multiple units of local government within a “Local Area” (defined below), the chief elected officials of those governments are to enter into an agreement which defines their general rights, roles and responsibilities.

A. Designation of Local Area

There is hereby established a Chief Elected Officials Board, hereinafter referred to as the CEOB, to provide for the effective planning, coordination and implementation of the employment and training system within the Kansas Workforce Development Area I, pursuant to the provisions of WIOA and applicable federal and state regulations. The above-listed Local - Governments have together been designated by the State of Kansas as a Local Workforce Development Area ("Local Area"), for purposes of receiving WIOA funds from the State, establishing local service delivery systems and overseeing customer services authorized under WIOA. Should any other unit of general local government in a Local Area (defined as a political subdivision of the State that has the power to levy taxes and spend funds and has general corporate and police powers) petition for inclusion in this Local Area and receive approval therefor from the State of Kansas, this Agreement shall be amended. Upon notification to the CEOB that such local government shall be identified and included as a member and the Local Area shall be adjusted accordingly. Local government exclusion process is identified in WIOA Sec. 106 and 20 CFR 679.220 – 679.250.

B. Establishment of the Chief Elected Officials Board

There is hereby established a Chief Elected Officials Board ("CEO Board"), which shall be and perform the duties of the "chief elected officials" described in WIOA, as further described herein. Records of CEO Board notices, actions, meetings or committee meetings or related documentation shall be retained at the Local Area administrative office.

A. CHIEF ELECTED OFFICIALS RIGHTS AND RESPONSIBILITIES:

1. CEOB Representation – Each CEO may appoint a member of the county board to represent the interests on the Chief Elected Officials Board. Appointments to the CEOB must be made in writing to the CEOB Chair.
2. Fiscal Responsibility – The Local Governments shall be liable to the State or Federal governments from non-WIOA funds any amounts determined to have been a misappropriation of funds as provided in WIOA Section 184(d), upon a determination by the Secretary, United States Department of Labor, that the misappropriation is due to 1) willful disregard of the Act and accompanying rules and regulations, 2) gross negligence, or 3) failure to observe accepted standards of administration (referred to as an "audit exception" or an "administrative finding" which determination is required by WIOA to be preceded by notice and opportunity for hearing. In the event WIOA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from Kansas WorkforceONE, the Local Area I Workforce Development Board, each county shall be responsible for a portion of any such liability. To manage any such required repayment of misappropriation(s), all of the counties represented hereby assume responsibility to make the required payment(s) required under WIOA. Reimbursement from each Local Government in proportion to the total population of each such Local Government in comparison to the total population of the Local Area at the time the misappropriation(s) occurred; provided that the population of a smaller Local Government (i.e., a city) which is contained within the jurisdiction of another larger Local Government (i.e., a county) shall be deducted from the larger Local Government's population for purposes of determining proportionate payments.

B. CHIEF ELECTED OFFICIALS BOARD DESIGNATION AND GENERAL RESPONSIBILITIES:

1. There is hereby established a Chief Elected Officials Board (CEOB), hereinafter referred to as the CEOB, to provide for the effective planning, coordination and implementation of the employment and training system within the Kansas Workforce Development Area I, pursuant to the provisions of WIOA and applicable federal and state regulations.
2. CEOB shall establish by-laws to establish how they will conduct business on behalf of the CEOs of Local Workforce Area I. By-laws must include term limits, vacancies, conflict of interest, meeting schedule and quorum establishment. (By-laws Attached)
3. To fulfill their oversight responsibilities under WIOA, the CEOB shall receive from its designated Subrecipient the following information:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to LWDA I.
 - b. Reports and other documents that summarize current program performance in LWDA I against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.

- c. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.

C. DESIGNATION OF GRANT SUBRECIPIENT AND FISCAL AGENT:

1. The Paymaster and Sub-Recipient is the Kansas Local Area I Workforce Development Board, Inc. d.b.a. Kansas WorkforceONE. The paymaster for Local Area I CEO Board is Allen, Gibbs & Houlik, L.C. (AGH). The Executive Director for Kansas WorkforceONE is employed by the LWDB with CEO Board approval.

D. CEOB RESPONSIBILITIES:

1. The responsibilities of the CEOB under WIOA include, but are not limited to, the following:
 - a. Appoint members to the Local Board in accordance with WIOA Membership requirements. In the event that a board member resigns prior to the completion of the appointed term, the CEOB Chair will send letters to economic development, labor organizations, industry associations and other business organizations seeking nominations to fill the vacancy with an individual with similar credentials. Upon receipt of a nomination the full CEOB will consider the nomination. The CEOB will forward all LWDB appointments to the Kansas Department of Commerce within 30 days of the appointment.
 - b. Serve as grant recipient and assume fiscal liability for grant funds for WIOA Title I adult, dislocated worker and youth activities; as well as other such federal or state workforce funds as may be awarded,
 - c. Approve budgets for carrying out the responsibilities of the Local Board;
 - d. Provide comprehensive oversight of the activities of the Local Board;
 - e. Ensure that local area partnerships are functioning effectively;
2. In partnership with the Local Workforce Development Board:
 - a. Participate in the development of the Local Area Plan;
 - b. Conduct oversight of One-Stop delivery system, youth activities, and employment and training activities;
 - c. Select One-Stop operators and eligible service providers and oversee compliance and continuance improvement (may subsequently terminate these for cause);
 - d. Agree on Memorandums of Understanding between the Local Workforce Development Board and the One-Stop operator(s);
 - e. Negotiate and reach agreement on performance standards and any additional local performance measures;
3. In partnership with the Governor:

- a. Agree on whether the Workforce Development Board may provide Adult and Dislocated Worker Career Services as well as youth services;
- b. Agree on whether the Workforce Development Board may serve as a One-Stop operator; and
- c. Negotiate waiver requests as needed.

E. APPOINTMENTS TO THE LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB)

The CEOs have the exclusive responsibility to appoint members to the local workforce development board of area 1 from individuals recommended or nominated by each class of membership.

1. The CEOs shall insure that private sector LWDB members are nominated timely to expedite approval of these nominees by the state.
2. The CEO shall nominate members to ensure that at all times a majority of LWDB membership (minimum 51%) are business representatives which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority. At least two of the business representatives must represent small businesses as defined by the Small Business Administration. CEOs shall seek business nominations from local business organizations and trade associations.
3. The CEO shall nominate members to ensure that at all times not less than 20% of the LWDB membership are workforce representatives which represent labor organizations, joint labor-management or union affiliated registered apprenticeship program, community-based organizations that have demonstrated experience and expertise addressing the employment, training or education needs of individuals with barriers to employment, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training and education needs of eligible youth, including out-of-school youth.
4. The CEO will determine if any additional members shall be appointed beyond those minimally required by WIOA or the state. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
5. Any CEO serving on the LWDB as a private sector member will be counted as an appointment from the serving CEO's county.
6. The CEOs shall agree on the public sector appointments to the LWDB. These appointments shall be made to assure geographical balance throughout the local workforce innovation area.
7. Appointments shall be in accordance with LWDB By-Laws (attached)
8. Members may continue to serve on the LWDB until:
 - a. Their term of office expires; however, the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by the state;

- b. The classification under which they were appointed changes;
 - c. The appointment is revoked by the appointing CEO;
 - d. The member becomes incapacitated or otherwise unable to complete their term of office; or
 - e. The member resigns.
9. Vacancies shall be filled in a timely manner and in accordance with WIOA requirements and State policy.
 10. CEOs shall perform an annual assessment of the Board's membership and performance to ensure that the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

F. AMENDMENT

This Agreement may be amended only upon compliance with the following procedure:

1. The text of the proposed amendment shall be presented to the CEO Board for review at a properly noticed meeting thereof, and shall thereafter be provided to each Local Government, at least thirty (30) days before the meeting of the CEO Board at which the amendment is to be acted upon;
2. The amendment shall be discussed and acted upon at a properly-noticed meeting of the CEO Board, with approval requiring the vote in person or by written ballot of no fewer than two-thirds (2/3) of the then-current CEO Board membership; provided that no such amendment shall be approved if, before the CEO Board meeting at which action is to be taken, any Local Government submits to the CEO Board a written objection to the proposed amendment.

G. TERM OF CEO AGREEMENT:

The term of this agreement shall commence on the date of signature, and shall terminate June 30, 2025 or upon the termination of the Workforce Innovation and Opportunity Act, dissolution of the LWDA, or future action taken by CEOs or CEOB to establish a new agreement. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

By signing this Agreement, all CEOs understand that this agreement supersedes all prior written or oral agreements relating to the responsibilities of CEOs in LWDA I.

H. SIGNATURES:

Mike Bayler
Signature

Chm. Th a Cmm
Title

Shaw
County

6/8/2020
Date