

# **CEO AGREEMENT**

**WORKFORCE INVESTMENT BOARD AREA #26**

7/1/2010  
THRU  
6/30/2015

**AGREEMENT TO ESTABLISH ROLES, RESPONSIBILITIES AND PROCEDURES  
FOR THE IMPLEMENTATION OF WIA WITHIN LOCAL WORKFORCE AREA # 26  
BETWEEN  
THE CHIEF ELECTED EXECUTIVE OFFICERS OF WORKFORCE INVESTMENT  
AREA # 26**

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This agreement is made and entered into by and between the Chief Local Elected Official, hereinafter referred to as CLEO in each of the counties of Alexander, Edwards, Gallatin, Hamilton, Hardin, Johnson, Massac, Pope, Pulsdki, Saline, Union, Wabash, Wayne and White in the State of Illinois, and states

Whereas: The Workforce Investment Act, hereinafter referred to as WIA defines a number of activities and roles for the Chief Elected Official, hereinafter referred to as the CEO within each workforce investment area; and

Whereas: Section 101 (6) of the WIA defines the term "chief elected official" as "In a case in which a local area includes more than one unit of general local government; the individuals designated under the agreement described in section 117 (c)(1)(B) of The WIA" (i. e., the CEO agreement), and

Whereas: The WIA definition of chief elected official does not draw any prior distinction among the Chief Local Elected Officials in these multiunit local areas. Each has all of the roles and responsibilities given to the CEO by the WIA, and

Whereas: Section 117 (c)(1)(B) of the WIA allows for the development of an agreement among the Chief Local Elected Officials in local areas with more than one unit of general local government.

Now: Therefore be it resolved that this agreement pursuant to the WIA be made and entered into for the purpose of ensuring that each of the CEO roles and responsibilities defined in the WIA are undertaken on a mutually acceptable basis, and to establish appropriate procedures to meet each CEO responsibility under the act.

## **GENERAL PROVISIONS:**

- 1) It is agreed that this document represents the unanimous agreement of all 14 county CLEO's holding office at the time of signing.
- 2) It is agreed that CLEO decisions affecting subsequent implementation and structure of the WIA within the 14 county area shall be made in a democratic manner and that each county shall have an equal vote in all deliberations. A simple majority vote shall be considered sufficient to approve or deny any course of action taken in fulfillment of the responsibilities of this agreement.
- 3) It is agreed that the use of official designees will be allowed for the purpose of fulfilling the mandates of this agreement. Written evidence of such designation(s) and changes shall be placed on file at the office of the Grant Recipient for use in identifying correct signatures on materials received from the counties.
- 4) This agreement may be amended or modified at any time by the unanimous consent of the 14 county CLEO's holding office at the time of modification.

## **DESIGNATION OF CEO:**

- 1) It is agreed that the 14 county CLEO's, or their respective designees', collectively, shall serve as the CEO for the roles and responsibilities assigned to the CEO by the Workforce Investment Act. It is further agreed that they shall select from among their number and in the manner described under General Provisions # 2 above, an individual to serve in the capacity of Chairman of the CEO and that the individual selected shall have signatory authority (using the procedure specified under 'Local Plan Development and Submission') for CEO signoff of WIA Grant documents, LWIB Member appointment request letters and other transmittal letters. At the same meeting two additional CEO's or CEO designees shall be selected in a like manner to act with signatory authority in the event of the incapacitation or unavailability of the chairman.

## **LOCAL WIB APPOINTMENTS:**

- A. It is agreed that all individuals appointed to fill positions on the Local WIB will be made using the criteria for appointment as developed by the Governor in partnership with the Illinois Workforce Investment Board.
- B. It is agreed that each county may appoint two (2) individuals from the business / industry community within the WIA (twenty eight individuals total) to fill the requirement for majority business participation. It is further agreed that individual counties will exercise autonomy within the criteria listed in 1)(A.) above in their selection of these individuals.
- C. It is agreed that required service agencies, Labor and Education and the Illinois workNet Center Partners will be approved by the Board of the CEO's using the following procedure:

- 1) Staff of the Southern 14 Workforce investment Board shall convene a meeting of all interested agencies and organizations eligible to nominate individuals to fill the positions listed in (C.) above.
- 2) Letters will be sent to known eligible agencies and organizations requesting their participation. In addition, announcements shall be placed in area newspapers announcing the location, date and purpose of the meeting. All letters and announcements will emphasize that attendee's should be those persons with optimal decision making ability or those appointed by their agency to perform this function.
- 3) It is agreed that non attendance by an agency or organization will be considered sufficient reason to exclude them from deliberations for the nomination of an individual to represent their area of service.
- 4) An agenda will be prepared and distributed providing for a general overview, breakout sessions by areas of service eligibility and a closing session to receive nominations.
- 5) It is agreed to accept one (1) nomination for appointment to the LWIB from each required public service area and Illinois workNet Center partner listed in 1)(C.) above.
- 6) It is agreed to accept the nomination of one (1) person to represent multiple public service areas and/or Illinois workNet Center partners should this be the decision of all participating agencies and/or organizations seeking representation under the service area for which the nomination is received.
- 7) It is agreed that this meeting will continue to conclusion and result in the receipt of nominations from all participating areas of service. No allowance will be made for repeated meetings.

It is understood that appointments of the public sector and Illinois workNet Center Partners will neither add nor subtract from the number of county appointments described in (A.) above.

**DESIGNATION OF GRANT RECIPIENT / FISCAL AGENT:**

- 1) It is agreed that the Local Workforce Investment Board (LWIB) shall perform the functions of grant recipient and fiscal agent. It is understood that the liability for all grant funds remains with the CLEO's (by law) and that all grant provisions are jointly and severally binding on all CLEO's. It is further understood and agreed that the CEO is a partner with the LWIB in the oversight of local programs and the Illinois workNet Center system.

### **LOCAL PLAN DEVELOPMENT AND SUBMISSION:**

- 1) It is agreed that the Local WIA Plan shall be developed under the direction of the LWIB. It is further agreed that a draft copy of the completed plan shall be provided to each of the 14 CLEO's for their comments. Likewise it is agreed that all comments and/or agreements with the contents of the plan shall be returned to the LWIB and at such time as a majority of the CLEO's have submitted their approval of the plan, the Chairman of the CLEO's shall be notified by the LWIB and he/she shall sign off for submittal of the plan to the state.

### **APPROVAL OF LWIB BUDGET AND MEMORANDUMS OF UNDERSTANDING:**

- 1) It is agreed that the same procedure used for approval of the local WIA Plan shall be used for approval of the LWIB Budget and the Memorandums of Understanding.

### **APPROVAL OF ADDITIONAL ILLINOIS WORKNET CENTER PARTNERS:**

- 1) It is agreed that the CLEO's will review any requests for participation by additional (not required) prospective Illinois workNet Center Partners originating with the LWIB and approve / disapprove such requests. At such time as a majority of the CLEO's have submitted their approval, the Chairman of the CLEO's shall be notified by the LWIB and he/she shall sign approval of the additional partner(s). Likewise it is agreed that such requests originating with the CLEO's will be forwarded to the LWIB for their approval / disapproval. Upon CEO / LWIB approval the procedures set forth under Local WIB Appointments (B) shall be used to seat the appropriate member(s) on the LWIB.

### **SELECTION OF ILLINOIS WORKNET CENTER OPERATORS AND TERMINATION FOR CAUSE:**

- 1) It is agreed that recommendations for Illinois workNet Center operators shall be submitted to the CLEO's by the LWIB for their comments and approval. It is further agreed that all comments and/or agreements with the recommendations shall be returned to the LWIB. At such time as a majority of the CLEO's have submitted their approval, the Chairman of the CLEO's shall be notified by the LWIB and he/she shall sign approval of the selected operator. The same procedure shall be used for any termination for cause of a selected Illinois workNet Center operator.

### **NEGOTIATION OF LOCAL PERFORMANCE MEASURES.**

- 1) It is agreed that the CEO will work with the LWIB in negotiating local performance measures with the Governor.

### **REORGANIZATION PLAN FOLLOWING ANY LWIB DECERTIFICATION**

- 1) It is agreed that the CEO will work with the Governor in the development of a reorganization plan for the WIA in the event of a decertification of the LWIB.

### **PROVISION OF CORE AND / OR INTENSIVE SERVICES BY THE LWIB**

- 1) It is agreed that upon receipt of a request from the LWIB to be designated as a Illinois workNet Center operator and / or to provide core and intensive services directly, the CEO shall review the request and if approved shall assist in such a designation by the Governor.

### **APPOINTMENT OF A YOUTH COUNCIL**

- 1) It is agreed that the CEO shall cooperate with the LWIB in the establishment and appointment of a youth council as a subgroup within the LWIB.

### **CERTIFICATION OF AN ESTABLISHED ILLINOIS WORKNET CENTER ENTITY AS ILLINOIS WORKNET CENTER OPERATOR:**

- 1) It is agreed that the CEO shall work with the LWIB and the Governors office to obtain certification of an entity already carrying out activities through the system as a Illinois workNet Center operator should this be determined, in consultation with the LWIB, as the appropriate course of action.

### **FISCAL AND MANAGEMENT ACCOUNTABILITY INFORMATION SYSTEM**

- 1) It is agreed that the CLEO's will work in coordination with the LWIB and the Governor in the establishment and operation of a fiscal and management accountability information system. The bylaws of the Local Workforce Investment Board will include detailed procedures to establish a statement of fiscal & management accountability. The Local Workforce Investment Board will provide an audit summary yearly to the CEO Board and one copy to each county clerk for file.

### **RAPID RESPONSE AND FEDERAL OR STATE FUNDED ACTIVITIES**

- 1) It is agreed that the CLEO's will coordinate and consult with the LWIB and the Governor for any activity to be funded by the state in the local area, and for any event which precipitates a large increase in unemployment in the area.

REC'D MAY 26 2010

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2. This agreement shall be reviewed no later than sixty (60) days prior to its' stated date of termination.
3. It is understood that the entire Agreement between all parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between parties relating to the subject matter hereof.



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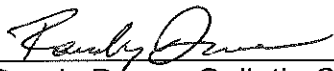
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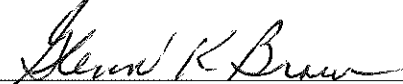
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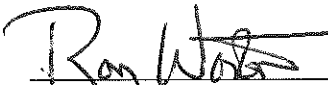
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Monte Russell, Pulaski County Chair

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Jim Fowler, Saline County Chair

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Randy Lambbin, Union County Chair

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Charles Sanders, Wabash County Chair

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Darrell Stephenson, Wayne County Chair

  
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Ron Wooten, White County Chair