



Illinois
Department of Commerce
& Economic Opportunity

Bruce Rauner, Governor

December 3, 2015

WIOA POLICY 15-WIOA-1.5

CHIEF ELECTED OFFICIAL FUNCTIONS AND AGREEMENT BETWEEN MULTIPLE CHIEF ELECTED OFFICIALS

I. POLICY:

A. Functions of All Chief Elected Officials

1. The Workforce Innovation and Opportunity Act (WIOA) vests local chief elected officials (CEOs) with significant authority to provide leadership in the development, operation and performance of local workforce development programs. Under WIOA, local chief elected officials:
 - a. Serve as grant recipient for WIOA funds or to designate an alternative entity as grant subrecipient or fiscal agent (Section 107(d)(12)(B)); (Refer to WIOA Policy 1.6 – Chief Elected Official Delegation of Authority and Acknowledgment of Financial Liability)
 - b. Assume financial liability for any grant funds determined to be misused or unallowable even when alternate grant subrecipients or fiscal agents are appointed (Section 107(d)(12)(B)(i)(II)); (Refer to WIOA Policy 1.6 – Chief Elected Official Delegation of Authority and Acknowledgment of Financial Liability)
 - c. Appoint members of local workforce innovation board (Section 107(c)(1)); and
 - d. Approve all significant actions of local workforce innovation board, including the board's competitive selection of a one-stop center operator, the negotiated local memorandum of understanding, the board's desire to provide career services prior to requesting approval from the Governor and the local workforce innovation board budget.

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2. WIOA also positions chief elected officials to consult with the Governor regarding significant structural, planning, operational and performance matters pertaining to the delivery of workforce services, including consultation related to:
 - a. Designation of local areas;
 - b. Identification of planning regions;
 - c. Allocation of WIOA funds;
 - d. The development of a unified State Plan;
 - e. Development of a reorganization plan for local workforce innovation board (LWIB), if an LWIB is decertified; and
 - f. The operation and certification of local one-stop centers, including consultation with the Governor regarding policies related to and funding of one-stop center infrastructure costs.

3. Under WIOA, chief elected officials are required to work in partnership with local workforce innovation boards to assure the local workforce system responds to the local needs of employers in sectors critical to the local and regional economies, including by:
 - a. Developing a local plan that meets local workforce development needs and the requirements of Section 108;
 - b. Engaging in regional planning with other chief elected officials and local workforce innovation boards designated by the Governor as being in the same region;
 - c. In conjunction with the state, carrying out statewide rapid response activities using funds reserved by the Governor, including additional assistance to local areas that experience disasters, mass layoffs, or plant closings, or other events that precipitate substantial increases in the number of unemployed individuals;
 - d. Negotiating local performance accountability measures under Section 116(c) of WIOA;
 - e. Establishing and operating a fiscal and management accountability information system based on guidelines established by the Secretary of Labor and Secretary of Education; and

- f. Conducting ongoing oversight of workforce development activities to assure appropriate management and use of funds and to maximize performance outcomes.
4. Chief elected officials must periodically review all local agreements pertaining to the delivery of workforce development services within the local workforce area. All local agreements, including the CEO Agreement (if required) must comport with responsibilities WIOA defines for CEOs.
5. Chief elected officials in local workforce areas comprised of more than one unit of general local government are required to periodically review their existing CEO Agreement to ensure that it conforms to this policy. If changes are necessary, a revised CEO Agreement should be forwarded to:

Chief Elected Officials Agreement
Illinois Department of Commerce and Economic Opportunity
Office of Employment and Training
500 East Monroe Street – 9th Floor
Springfield, Illinois 62701

6. A checklist that outlines the required elements of the CEO Agreement as well as a suggested template accompanies this policy.

B. CEO Agreement for CEOs of Multiple Counties

1. All LWIAs *comprised of more than one unit of general local government* must establish a written agreement, known as a CEO Agreement, among the CEOs in the LWIA. At a minimum, this written agreement shall:
 - a. Describe the process and method CEO(s) will use to appoint members of the Local Workforce Innovation Board (LWIB), including each individual CEO's role in the appointment process and how appointments will be distributed between or among CEOs in the local workforce innovation area;
 - b. Name the entity CEOs designate as grant recipient or grant subrecipient;
 - c. Name the entity CEOs designate as fiscal agent in the local workforce area;
 - d. Identify the method, formula or other basis on which each unit of general local government's liability for misspent funds or disallowed costs will be determined, including acknowledging that any required repayment of funds must be made from non-federal fund sources;

- e. Define the process and method to be used to make all other significant decisions required pursuant to the responsibilities of CEOs under WIOA, including any formula or other method for weighted voting to which the CEOs agree;
- f. Specify how the CEOs will fulfill their responsibilities to partner with the LWIB to develop and submit the local and regional plans; provide WIOA program oversight; select one-stop operators; approve the LWIB budget; approve “additional” one-stop partners; and agree on the memorandum of understanding; and
- g. Describe how the CEOs will consult with the state to negotiate local performance measures; coordinate the development of a reorganization plan following any LWIB decertification; provide rapid response activities; establish fiscal and accountability management systems; and consult with the Governor or the Secretary of Labor concerning activities in the local area funded by the State or US Department of Labor.

II. INQUIRIES

Inquiries related to the requirements of this policy may be directed to:

Lora Dhom
Illinois Department of Commerce and Economic Opportunity
Office of Employment and Training
(217) 558-2429
lora.dhom@illinois.gov

III. ATTACHMENTS

- A. CEO Agreement Template
- B. CEO Agreement Checklist

Sincerely,



Julio Rodriguez, Deputy Director
Office of Employment and Training

JR:mb

LOCAL WORKFORCE INNOVATION AREA **XX**

CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT

This agreement is entered into by the County Board Chairs of the Counties of **[Enter County Names]** counties, hereinafter collectively referred to as Chief Elected Officials (CEOs). Its purpose is to describe how CEOs will organize themselves and act to fulfill their responsibilities for Workforce Innovation and Opportunity Act (WIOA) services provided in Local Workforce Innovation Area **XX** (LWIA **XX**), a Local Workforce Innovation Area designated by the Governor under WIOA.

A. GENERAL PROVISIONS

1. The name of the Consortium shall be the Consortium of Chief Elected Officials of LWIA **XX**.
2. This Agreement reflects the unanimous decisions of all **[Number of Counties]** county CEOs holding office at the time of signing.
3. It is agreed that CEO decisions required under this Agreement shall be made in a democratic manner and that each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.
4. This Agreement may be amended or modified at any time by the affirmative vote of **[XX% of Number of Counties]** members of the **[Number of Counties]** county CEOs holding office at the time of modification.

B. CEO DESIGNATION AND ORGANIZATION

1. Each CEO signing this agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
2. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
3. The CEOs shall select from among their members a Chair and Vice-Chair. These two members have signatory authority for CEOs as may be required to provide for the continuous provision of WIOA services in LWIA **XX**. The Chair and Vice-Chair shall be elected immediately upon the approval of this agreement and shall serve for a term of one year. An election of the Chair and Vice-Chair shall be held each year thereafter.
4. The Chair shall preside at each meeting. The Vice-Chair shall preside in the absence of the Chair or at other times when the Chair is unable to fulfill the duties and responsibilities of the Chair. Should the Chair resign prior to the completion of the term as Chair, or be unable to conduct the duties of Chair, the Vice-Chair shall assume the position of Acting Chair until the next annual election.

5. The Chair shall provide an agenda prior to each meeting. Any member may request an item be added to the agenda.
6. The CEOs shall meet on a regular basis to conduct the business required of them under WIOA. These meetings shall be held not less frequently than [Indicate Frequency of Meetings i.e., bi-monthly, quarterly].
7. [Indicate Number for Quorum] members or more shall represent a quorum at meetings.
8. To fulfill their oversight responsibilities under WIOA, the CEOs shall receive from its designated Grant Recipient and Fiscal Agent (if applicable) the following information for review prior to each meeting:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to LWIA XX, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
 - b. Reports and other documents that summarize current program performance in LWIA XX 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.
9. Should any member of the Consortium have a conflict of interest pertaining to any issue coming before the Consortium, or if there is an appearance of a conflict of interest, that member shall declare any such conflict prior to any discussion on the issue, and shall refrain from voting on said issue.
10. The Consortium shall comply with the Open Meetings Act and shall operate under Robert's Rules of Order.
11. It is the intent of all CEOs that WIOA services be provided to all counties within this consortium on an equitable and fair basis, taking into account the total funds available and the proportional need for services of each county.

C. APPOINTMENTS TO THE LOCAL WORKFORCE INNOVATION BOARD (LWIB)

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

1. The CEOs shall insure that private sector LWIB members are nominated timely to expedite approval of these nominees by the state.
2. The CEOs shall nominate members to ensure that at all times a majority of LWIB 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 representative 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 CEOs shall nominate members to ensure that at all times not less than 20% of the LWIB 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. Each CEO, or designee, is responsible for appointing private sector members from the CEO's county. These members must reside or work within the county of appointment.
5. A CEO may appoint a member who lives or works in a different county if that appointee meets all the requirements and is approved by the CEO from which the appointment would normally come.
6. The CEOs 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.
7. The minimum number of private sector representatives appointed to the local workforce investment board of area **XX** from each county shall be: **[List Number for Each County]**. Any CEO serving on the LWIB as a private sector member will be counted as an appointment from the serving CEO's county.
8. The CEOs shall agree on the public sector appointments to the LWIB. These appointments shall be made to assure geographical balance throughout the local workforce innovation area.
9. Appointments shall be for: **[Enter Term Limits – i.e., three-year terms, with one-third of the membership to be appointed each year]**.
10. Members may continue to serve on the LWIB 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.
11. Vacancies shall be filled in a timely manner and in accordance with WIOA requirements and State policy.
12. 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.

D. DESIGNATION OF GRANT RECIPIENT/FISCAL AGENT

WIOA requires the Chief Elected Official(s) to serve as the grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a unanimous decision CEOs may also elect to designate a fiscal agent to administer these funds and to fulfill the role of grant recipient. Even if CEOs designate a grant recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA.

In accordance with the flexibility of CEOs under WIOA, the CEOs:

1. Designate [Name of Grantee and Fiscal Agent if Different than Grantee] to fulfill the role of grant recipient/fiscal agent. This designation shall remain in force until the CEOs vote by majority to make a change.
2. Expect [Name of Grantee and Fiscal Agent if Different than Grantee] to comply with all federal and state rules and regulations pertaining to the responsibilities of grant recipient/fiscal agent as defined under WIOA law, regulations and State of Illinois policy.
3. Expect [Name of Grantee and Fiscal Agent if Different than Grantee] to assume primary liability for any disallowed costs associated with the provision of fiscal agent services and shall be held liable for any disallowed costs by the CEOs.
4. Recognize that the designation of [Name of Grantee and Fiscal Agent if Different than Grantee] does not absolve CEOs of their collective liability for misspent WIOA funds. In the event WIOA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from [Name of Grantee and Fiscal Agent if Different than Grantee], each county shall be responsible for a portion of any such liability. The apportionment will be calculated based on [Methodology to Determine Shared Liability - i.e., the total amount of program funds spent on services to all participants in each county divided by the total amount of program funds spent on services to all participants in all [Number of Counties] counties during the program year(s)]

for which expenditures were disallowed]. Required payment of disallowed costs must be made from non-federal fund sources.

E. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

1. The CEOs and LWIB shall develop and submit a local plan to the Governor that meets the requirements in section 108. The completed local plan shall be subject to the approval of the CEOs at a scheduled CEO meeting. The CEOs and LWIB must be in agreement on the local plan before it is submitted to the Governor. The local plan must be consistent with the state plan.
2. The local board shall collaborate with the other local boards and chief elected officials from such other local areas in the preparation and submission of a regional plan as described in section 106(c)(2). The regional plan must be consistent with the state plan.
3. In partnership with the LWIB, the CEOs shall conduct oversight for local youth workforce investment activities authorized under section 129(c), local employment and training activities authorized under subsections (c) and (d) of section 134, and the one-stop delivery system in the local area. Oversight must ensure the appropriate use and management of the funds provided under subtitle B for the activities and system and for workforce development activities. Oversight must also ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116. Results shall be reported to the CEOs and LWIB and shall be reviewed and approved at scheduled meetings.
4. The local board, with the agreement of the chief elected official for the local area, shall designate or certify one-stop operators through a competitive process and may terminate for cause the eligibility of such operators.
5. The LWIB shall develop a budget subject to the approval of the CEOs. The LWIB, with the assistance of the grant recipient/fiscal agent, shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The grant recipient/fiscal agent must distribute grant funds as approved by the CEOs provided that the disbursement does not violate WIOA or any other applicable law.
6. Section 121(b)(2) allows the LWIB and CEOs to approve additional partners that carry out workforce development programs consistent with that described in WIOA for participation in the one-stop delivery system.
7. The local board, with agreement of the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners as described under section 121. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEOs and WIB at scheduled meetings.

F. CEO AGREEMENT AND CONSULTATION WITH THE GOVERNOR AND, AS NECESSARY, THE LWIB

1. The LWIB, the CEOs, and the Governor shall negotiate and reach agreement on local performance accountability measures as described in section 116(c).
2. In agreement with the Governor, the CEOs may allow the LWIB or staff to provide career services or be certified or designated as a One-Stop Operator.
3. The CEOs may request a waiver from the Governor to allow the local board or staff to the local boards to be able to provide training services.
4. The CEOs will consult with the Governor in the development of a reorganization plan, following decertification of the LWIB for fraud, abuse, failure to carry out functions, or non-performance.
5. The CEOs and the LWIB will work with the State to facilitate the State's provision of statewide rapid response activities.
6. The Governor, in coordination with the LWIB and the CEOs in the State, shall establish and operate a fiscal and management accountability information system based on guidelines established by the Secretary after consultation with the Governor, CEOs and the one-stop partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
7. The CEOs will consult with the Secretary of Labor or Governor regarding any federal or state-funded activity in the local area.

G. RELATED AGREEMENTS

1. The CEOs and local board must enter into additional written agreements when a single entity performs multiple functions in a local area. These functions include: local fiscal agent, local board staff, one-stop operator, or direct provider of career services or training services.
 - a. The written agreement will serve to limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within a single entity performing multiple functions.
 - b. The agreement must clarify how the organization will carry out its responsibilities while demonstrating compliance with the Workforce Innovation and Opportunity Act and corresponding regulations, relevant Office of Management and Budget circulars, and the state's conflict of interest policy.

H. CONFLICT OF INTEREST

1. No member of the CEOs or the LWIB or its standing committees shall cast a vote on any matter which has direct bearing on services to be provided by that member (or any organization which such member directly represents) or on any matter which would provide direct financial benefit to such member or the immediate family of such member, nor shall any such person engage in any activity determined by the Governor to constitute conflict of interest as specified in the state plan.
2. CEO member(s) and/or staff so affected shall identify any real or perceived conflict of interest prior to discussion and consideration of the matter. The minutes of the meeting shall document compliance with the conflict of interest requirements.

I. TERM OF AGREEMENT

This Agreement shall be effective from [Date of Execution] and shall expire upon the termination of the Workforce Innovation and Opportunity Act, dissolution of the LWIA, or future action taken by CEOs to establish a new agreement.

By signing this Agreement, all CEOs understand that this Consortium Agreement supersedes all prior written or oral agreements relating to the responsibilities of CEOs in LWIA XX.

J. SIGNATURES

For [Name] County	Date
For [Name] County	Date
For [Name] County	Date
For [Name] County	Date
For [Name] County	Date
For [Name] County	Date

For [Name] County

Date

For [Name] County

Date

For [Name] County

Date

For [Name] County

Date

For [Name] County

Date

For [Name] County

Date

For [Name] County

Date

For [Name] County

Date

CEO Responsibilities/Agreement Checklist

Local Workforce Innovation Area Number:

Date:

Arrangements for CEO responsibilities:

- Local Workforce Innovation Board (LWIB) Appointment Process
- Grant Recipient designation
- Fiscal Agent designation
- Local Government's liability for misspent funds or disallowed costs
- Process and method to be used to make all other significant decision

Arrangements for partnering with the LWIB regarding:

- Local and regional plan development and submission
- WIOA program oversight
- Selection of one-stop operator(s)
- Approval of the LWIB's budget
- Approval of "additional" (i.e., non-required) one-stop partners
- Agreement on the Memorandum of Understanding (MOU)

Arrangements for agreement and consultation with the Governor/State:

- Negotiation of local performance measures
- LWIB or staff to provide career services or be designated/certified as the One-Stop Operator
- LWIB or staff to provide training services with a waiver
- Coordination in the development of a reorganization plan following any LWIB decertification
- Coordination in the provision of rapid response activities
- Coordination in the establishment of fiscal and accountability management systems
- Consultation arrangements with the Governor or the Secretary of Labor concerning any activities in the local area funded by the state or by the U.S. Department of Labor

Comments: