

MISSISSIPPI VALLEY WORKFORCE AREA

CEO – LWDB PARTNERSHIP AGREEMENT

This agreement is made and entered into by and between the Chief Elected Officials from Jackson, Muscatine, Clinton, Scott, Louisa, Des Moines, Henry and Lee counties (hereinafter referred to as the CEOs) and the Local Workforce Development Board (LWDB) of the Mississippi Valley Workforce Area (hereinafter referred to as the LWDB).

WITNESSETH THAT:

NOW, THEREFORE, this Agreement is made and entered into by the CEOs and the LWDB, whereby the parties agree as follows:

Joint Authorities and Responsibilities of the CEOs and LWDB:

- Comment and provide input on the state plan.
- Develop and submit a local plan to the Governor that meets the requirements in WIOA §108, every four years and revise every two years as needed.
- Approve the four- year Local Plan and all subsequent modifications.
- The LWDB will negotiate with the CEOs and required Partners on the methods for funding the infrastructure costs of one-stop centers in the local area.
- Approve all Memorandums of Understanding developed by the agencies involved in providing of services under WIOA within the Mississippi Valley Workforce Area and within the One-Stop delivery system.
- LWDB shall develop a budget for the purpose of carrying out the duties of the local Board. The CEOs must approve the budget. (20 CFR §679.370).
- Develop the vision, goals, and objectives for the local workforce development area.
- Select and certify one-stop operator(s), assign one-stop operator responsibilities, and may terminate for cause the eligibility of one-stop operators.
- Approve non-mandatory One-Stop Partners.
- Conduct program and fiscal oversight with respect to local programs of youth (WIOA §129(c)), adult, and dislocated worker employment and training activities under WIOA §134(c) and (d), and the entire one-stop delivery system in the local area (20 CFR §679.370).
- Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area;
- The LWDB, the CEO, and the Governor shall negotiate and reach agreement on local performance accountability measures as described in WIOA §116(c);
- Operate those activities and meetings required under the provisions of the Sunshine Law (Open Meeting Law).

Authorities and Responsibilities of the CEOs shall be to:

- Assume the designation as a Workforce Development Local Area as approved by the Governor of the State of Iowa;

- Request local area designation;
- Serve as the grant recipient for WIOA funding;
- Designate and appoint a Fiscal Agent;
- Accept financial liability for any misappropriation of funds;
- Resolve any operational issues and concerns relating to the designated Fiscal Agent;
- Resolve issues regarding disallowed costs;
- Make all decisions regarding pending or actual litigation against the CEOs or LWDB;
- Solicit nominations to serve on the LWDB;
- Appoint and terminate members to the LWDB in accordance with guidelines set forth under WIOA and local bylaws;
- Submit annually to Iowa Workforce Development an updated LWDB membership list;
- Ensure an annual audit is completed;
- Approve initial LWDB bylaws;
- Provide at least one CEO to sit on the LWDB executive committee, Operations and Finance committees or committees with similar responsibilities. The CEOs retain the right to have at least one CEO set on each and every LWDB committee that might be appointed. These positions filled by the CEO are to be non-voting positions.

Authorities and Responsibilities of the LWDB shall be to:

- Meet on at least a quarterly basis;
- Elect a chair and vice chair from the business representatives;
- Create standing committees, direct their activities, appoint the members, and assure the chair is a board member;
- Ensure the consumer choice requirements for career services and training services (20 CFR §679.380) in accordance with WIOA §122 is satisfied;
- Negotiate a Memorandum of Understanding with agencies required to participate in the One-Stop System in accordance with WIOA and other agencies that volunteer to participate;
- Hire board staff who will have the responsibility of assisting the LWDB to carry out its required responsibilities under WIOA;
- Assure administrative and fiscal accountability and integrity for WDB activities;
- Recommend and approve policies, goals and objectives for the workforce development system;
- Competitively procure and select service providers and one-stop operators;
- Perform contract negotiations and terminate service providers;
- Provide advocacy and technical assistance for continuous improvement for the purpose of evaluating the effectiveness of programs provided by the WDB and/or its training providers/vendors;
- Develop and conduct marketing efforts and public relations for the workforce development system;
- Annually assess the physical and programmatic accessibility, in accordance with §188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), of all one-stop centers in the local area;
- Conduct procurement of services and products necessary to meet the requirements of this

- agreement in accordance with any local, state or federal law;
- Notification of all CEOs of all meetings including committee meetings involving said CEOs;
- Provide staff support for CEO meetings and provide the storage of meeting records;
- Carry out analyses of the economic conditions in the region, the needed knowledge and skills for the region, the workforce in the region, and workforce development activities (including education and training) in the region described in WIOA §108(b)(1)(D), and regularly update such information;
- One-Stop Certification;
- Develop and implement proven or promising strategies for meeting the employment and skill needs of workers;
- With representatives of secondary and postsecondary education programs, shall lead 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;
- Establish industry or sector partnerships that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities;
- Convene local workforce development system stakeholders to assist in the development of the local plan under WIOA §108 and in identifying non-Federal expertise and resources to leverage support for workforce development activities;
- Solicit and accept grants and donations from sources other than Federal funds made available under WIOA;
- Facilitate one-stop partners' integration of intake and case management systems;
- Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and jobseekers;
- Review AEFLA provider applications to assure they are consistent with the local plan.
- Make determinations of when to implement pay for performance contracts for the 14 youth elements, youth and/or adult training contracts. There is a cap on this expenditure of 10 percent of the local allocation;
- Request transfers between the adult and dislocated worker funding streams;
- Set the adult priorities for receipt of services as a part of the four-year plan;
- Determine occupations in demand as this list is used to determine allowable courses of training;
- Decide whether to award class-size training contracts in addition to the individual training accounts;
- Identify the criteria for increasing employer On-the-Job Training wage reimbursements from 50 percent to 75 percent;
- Determine when to use up to 20 percent of the local allocation for incumbent worker training, and setting the amount of the employer-required contribution;
- Make determinations when to use 10 percent of the adult/dislocated worker allocation for transitional jobs;
- Decide on the types of investments in employer services which will be executed in collaboration with the one-stop system;
- Make decisions on the types, mix and investments in services and training; and

- Identify which support services to offer and how much to allocate to support for participants.

Authorities and Responsibilities of the LWDB Staff shall be to:

- For budgeted expenditures the Executive Director, or his/her designee, may approve disbursements and execute any contracts or documents necessary for such disbursement;
- Has the authority to apply for funding and grants that do not have matching requirements without prior board approval;
- Schedule budgeted events without prior board approval;
- Carry out all responsibilities on the Executive Director job description and any responsibilities as outlined in the employment contract;
- Perform other duties as directed by the board chair.

Terms of the Agreement.

It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all previous agreements relating to the subject matter hereof.

This confirms that the CLEO, representing the CEOs and the Chair, representing the LWDB, are authorized to sign this agreement, understand the agreement, and agree to the terms and conditions contained in this agreement.

This also confirms that the CEOs and the LWDB have read, understand and agree on the functions, duties and responsibilities of the CEOs (represented by the CLEO) and the LWDB (represented by the Chair) as outlined in WIOA, Public Law 113-128 and in the policies issued by Iowa Workforce Development (IWD) and the local board.

It is further understood that updates and changes that affect this agreement (e.g. changes of CLEO, LWDB Chair, policy revision/updates/additions), will require that this agreement be updated and reflect those amendments on the correct form.

Signatures

CLEO

Print Name: John J. Willey Signature: John J. Willey
 Date: 10-1-2020

LWDB Chair

Print Name: Dennis Duke Signature: Dennis Duke
 Date: Oct 1, 2020

Digitally signed by Dennis Duke
 DN: C=US, E="dduke@carlsonsonco.com",
 O="Carl A Nelson and Company",
 OU="Project Management", CN="Dennis
 Duke"
 Reason: I have reviewed this document
 Date: 2020.10.01 11:21:15-06'00'

CEOs – LWDB AGREEMENT UPDATE

To be completed each time an amendment or update is required to the initial WIOA – CEO- Board Partnership Agreement

Record as Amendment # to the initial agreement

Date:

Explain/Detail The change/Update to this agreement:

Explain/Detail the reason for this change/update:

Current authorized signatures to make this change;

Except as amended above, all other terms and conditions for the Partnership Agreement are hereby ratified and confirmed.

CLEO

Print Name: _____ Signature: _____

Date: _____

LWDB Chair

Print Name: _____ Signature: _____

Date: _____