

>> **DRAFT** <<
November 23, 2005

CLEO Consortium – Board of Directors
Agreement
Virginia Local Workforce Investment Area III

THIS AGREEMENT is made and entered into by and between the Chief Local Elected Officials Consortium (hereinafter referred to as the "CLEO Consortium") and the Western Virginia Workforce Development Board of Directors (hereinafter referred to as the "Board of Directors.")

WITNESSETH

WHEREAS, for the purposes of this agreement, the CLEO Consortium is the legal representative of the Chief Local Elected Official for each member jurisdiction designated under Section 101(6) of Public Laws 105-220 (hereinafter referred to as "the Act"); and

WHEREAS, one member jurisdiction, the City of Roanoke, has been designated as the local grant recipient with each member jurisdiction maintaining responsibility for its portion of the WIA funding; and

WHEREAS, the CLEO Consortium is the appointing authority for the Local Workforce Investment Board under Section 117(b)(1) of said Act; and

WHEREAS, it is the responsibility of the Board of Directors to develop the local workforce investment plan, coordinate and conduct oversight of the local Workforce Network System, and provide oversight of the Act's Title I activities in Virginia Local Workforce Investment Area III in partnership with the CLEO Consortium; and

WHEREAS, the CLEO Consortium and the Board of Directors may enter into an agreement that describes the respective roles and responsibilities of the parties under Interim Final Rule 661.300(c) of the Act; and

WHEREAS, the use of the term "in partnership with" and "in cooperation with" the CLEO Consortium and Board of Directors as referenced in the Final Interim Regulations are synonymous for purposes of this document;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the CLEO Consortium and the BOARD do agree as follows:

I. Roles:

A. The CLEO Consortium will:

1. Consort as a Local Workforce Investment Area;
2. Appoint members of the Local Workforce Investment Board of Directors;
3. Through designation of a grant recipient and fiscal agent, receive and account for Workforce Investment Act funding;
4. Affirm the appointment of Youth Council members;
5. Liaise with other consortia; and
6. Accept annual audit.

B. The Board of Directors will carry out its responsibilities to ensure the appropriate utilization of funds under the Act:

1. Conduct long-range needs assessment and establish a local workforce development system based on demand;
2. Designate, certify and oversee Workforce Center Operators and Youth programs
3. Select service providers;
4. Secure partner Memoranda of Agreement or understanding;
5. Determine eligibility and certification of training providers;
6. Hire staff;
7. Develop policy;
8. Appoint Youth Council members;
9. Perform program audits;
10. Negotiate local performance standards with the Governor; and
11. Provide regular reports to the CLEO Consortium indicating progress toward completion of goals and objectives of the local plan.

C. In partnership with the CLEO Consortium, the Board of Directors will:

1. Develop board budget;
2. Liaison with the Virginia Workforce Council; and
3. Solicit and accept grants and donations from others.

"In partnership with" is defined as "with full knowledge of."

II. Nondiscrimination

During the term of this agreement the Board of Directors, CLEO Consortium, the Administrative Entities and Grant Recipients agree not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment, on the basis of factors prohibited by federal or state law, including Section 167 of the Act and applicable Virginia Statutes. The aforementioned agree to post, in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations for employment placed on their behalf, state that the aforementioned are "Equal Opportunity Employers."

III. Terms of the Agreement

A. Length and duration: The term of this agreement shall commence as of the _____ day of _____, 2006 and shall continue through _____, 200X.

B. Amendment of Agreement: Either party may propose amendments to this agreement at any time. Requests for amendment shall be authorized in accordance with the bylaws of the body initiating the request. The body may consider no proposed amendment unless a written copy has been distributed to the members of the body at least 10 days prior to consideration. An amendment to amendment(s) so proposed shall be in order.

A proposed amendment approved in accordance with the above shall be distributed to the other party. The other party must respond with a written notice of concurrence or non-concurrence, or a written request to negotiate.

C. Construction: Should any part, clause, paragraph or sentence of this agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of the agreement shall remain in full force and effect unless amended in accord with the article.

D. Signatory Powers: Chairpersons of the CLEO Consortium and the Board of Directors are authorized to commit for their respective entities documents binding the CLEO Consortium with state requirements.

E. Entire Agreement: The entire agreement of the parties is contained herein and this agreement supersedes any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

F. Ratification of Agreement:

1. This agreement shall require the approval of the CLEO Consortium and the Board of Directors by a majority vote of the members present at a meeting of the body, authorizing the execution of the agreement.
2. Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties to enter into this agreement, and the parties jointly and separately accept the responsibility for the operation of the program under the Act.

Darlene Burcham, Chair
Chief Local Elected Officials Consortium
Virginia Workforce Investment Area III

Date

Wayne E. Flippen, Chair
Western Virginia Workforce Development Board of Directors

Date