

**Northeast Workforce Development Board
Aroostook, Hancock, Penobscot, Piscataquis and Washington Counties
Chief Elected Officials (CEOs) Agreement**

The Governor, in partnership with the State board, shall establish criteria for use by chief elected officials in the local areas for appointment of members of the local boards in such local areas in accordance with the requirements of the Workforce Innovation and Opportunity Act of 2014.

Roles and Responsibilities of Chief Elected Officials

The purpose of this agreement is to outline and define the roles and responsibilities of the CEOs on the Northeastern Workforce Development Board in accordance with the federal Workforce Innovation and Opportunity Act of 2014 (WIOA), Sections 3, 107, 108 and 121.

Definition of CEOs

The CEO is the chief elected executive officer of a unit of general local government in a local area. In a case in which a local area included more than one (1) unit of general local government, the CEOs of such units shall execute an agreement that specifies the respective roles of the individuals nominated or recommended to be such members in accordance with the standards set forth in WIOA Section 107(b) and in carrying out any other responsibilities assigned to such officials under Title I.

CEOs are tasked with the following responsibilities:

- Appoint members to the Northeastern Workforce Development Board based on WIOA requirements.
- Assign a Local Grant Recipient for funds allocated to the local area
- Submission of the local plan
- Approval of the designation and certification of, and conduct oversight of, one-stop operators
- Working with the Northeastern Workforce Development Board and the Governor to negotiate and reach agreement on local performance measures
- Working with the Northeastern Workforce Development Board to conduct oversight with respect to local programs of youth activities authorized under WIOA, local employment and training activities authorized under WIOA, and the one-stop delivery system in the local area
- Working with the Northeastern Workforce Development Board to develop and submit to the Governor a comprehensive 4-year local plan that is consistent with the State
- Reviewing and approving the Memorandum of Understanding (MOU) between the Northeastern Workforce Development Board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area

Functions of the Local Board

Consistent with section 108, the functions of the local board shall include the following:

Local Plan – The local board, in partnership with the CEO for the local area involved, shall develop and submit a local plan to the Governor that meets the requirements in section 108. If the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and CEOs from such other local areas in the preparation and submission of a regional plan as described in section 106(c)(2).

Budget - The local board shall develop, review and approve a budget for the activities of the local board, consistent with the local plan and the duties of the local board, subject to the approval of the CEO.

Fiscal Agent - In cooperation with the Northeastern Workforce Development Board, the local grant recipient or an entity designated by the CEOs shall disburse funds for WIOA activities at the direction of the Northeastern Workforce Development Board, if the direction does not violate a provision of the WIOA.

Local Area

Process - (Except as provided in subsection (d), and consistent with paragraphs (2) and (3), in order for a State to receive an allotment under Section 127(b) or 132(b), the Governor of the State shall designate local workforce development areas within the State:

- through consultation with the State board; and
- after consultation with chief elected officials and local boards, and after consideration of comments received through the public comment process as described in section 102(b)(2)E(iii)(II).

Considerations - The governor shall designate local areas (except for those local areas described in paragraphs (2) and (3)) based on considerations consisting of the extent to which the areas –

- are consistent with labor market areas in the State;
- are consistent with regional economic development areas in the State; and
- have available the Federal and non-Federal resources necessary to effectively administer activities under subtitle B and other applicable provisions of this Act, including whether the areas have the appropriate education and training providers, such as institutions of higher education and area career and technical education schools.

Northeastern Workforce Development Board

Northeastern Workforce Development Board consists of five general local government counties; Aroostook, Hancock, Penobscot, Piscataquis, and Washington.

The Counties shall be financially responsible to the U.S. Department of Labor and the State of Maine, for the administration of funds received pursuant to the requirements of the Act.

Liability

WIOA states that the chief elected official(s) in a local workforce development area are liable for any misuse of grant funds allocated to the local area under WIOA, unless the chief elected official(s) reach an agreement with the Governor to bear such liability

WIOA also requires that when a local workforce area is composed of more than one unit of local government, the liability of the individual jurisdictions must be specified in a written agreement between the chief elected officials

The parties to this agreement agree that liability for these funds will be shared between the five counties according to the same percentage allocation in which funds under WIOA are received by the Local Area for distribution in the five counties determined each year before July 1st. Distribution of funds are as follows:

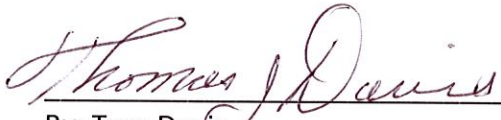
Aroostook County:	20.55%
Hancock County:	16.56%
Penobscot County:	46.37%
Piscataquis County:	4.69%
<u>Washington County:</u>	<u>11.83%</u>
	100%

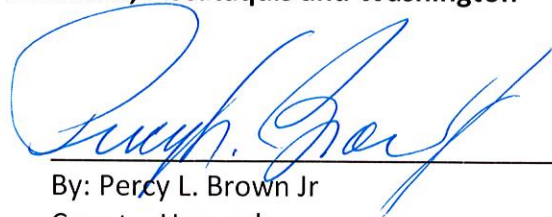
In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties.

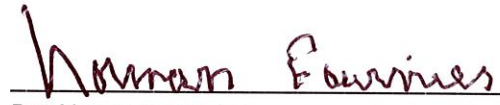
The terms of this agreement shall be effective until the repeal or replacement of the Workforce Innovation and Opportunity Act of 2014 unless any party gives the other parties ninety (90) days written notice of termination.


In witness thereof, the parties have executed this agreement at Bangor, Maine this 28th day of March, 2016.

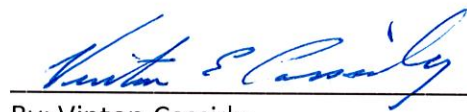
Chief Elected Officials of Aroostook, Hancock, Penobscot, Piscataquis and Washington Counties

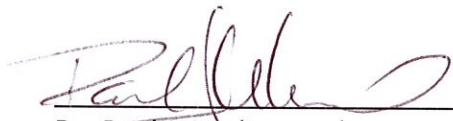

By: Tom Davis
County: Penobscot

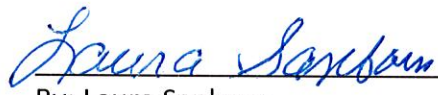

By: Percy L. Brown Jr
County: Hancock



By: Norm Fournier
County: Aroostook

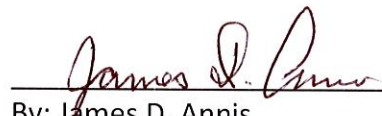

By: James White
County: Piscataquis

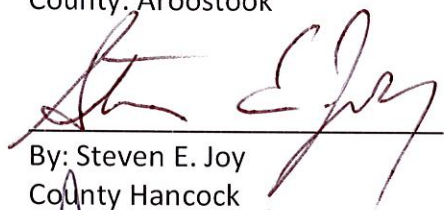

By: Vinton Cassidy
County: Washington


By: Paul J. Underwood
County: Aroostook

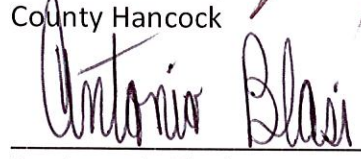

By: Laura Sanborn
County: Penobscot

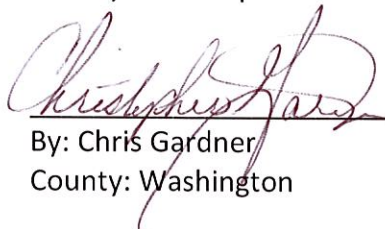

By: Paul J. Adams
County: Aroostook


By: James D. Annis
County: Piscataquis


By: Steven E. Joy
County Hancock


By: Frederick Y. Trask
County: Piscataquis


By: Antonio Blasi
County: Hancock


By: Chris Gardner
County: Washington


By: Peter Baldacci
County: Penobscot


By: John Crowley
County: Washington