

CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT

LOCAL WORKFORCE DEVELOPMENT AREA #26

7/01/2015 - CHANGE 1

CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT

LOCAL WORKFORCE DEVELOPMENT AREA 26

This agreement is entered into by the County Board Chairs of the Counties of Alexander, Edwards, Gallatin, Hamilton, Hardin, Johnson, Massac, Pope, Pulaski, Saline, Union, Wabash, Wayne, and White 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 Development Area 26 (LWDA 26), a Local Workforce Development 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 LWDA 26.
2. This Agreement reflects the unanimous decisions of all 14 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. [50% - 7 votes plus Chair approval]
4. This Agreement may be amended or modified at any time by the affirmative vote of 50%, [7 votes plus Chair approval] of the members of the 14 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 (Designee).
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 LWDA 26. 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.

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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 annually.
7. 50% of the 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 LWDA 26, 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 LWDA 26 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 DEVELOPMENT BOARD (LWDB):

The CEOs have the exclusive responsibility to appoint members to the Local Workforce Development Board of Area 26 from individuals recommended or nominated by each class of membership.

1. The CEOs shall insure that private sector LWDB 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 LWDB membership (minimum 51%) are business representatives which represent business owners, chief executive officers, and other executives with optimum policymaking or hiring authority. At least two of the business representative must represent small businesses as defined by the Small Business

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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 LWDB 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 26 from each county may be: two (2). Any CEO serving on the LWDB 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 LWDB. These appointments shall be made to assure geographical balance throughout the local workforce development area.
9. Appointments shall be for: three (3) year terms, [with one-third of the membership to be appointed each year].
10. Members may continue to serve on the LWDB 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.

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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 the Southern 14 Workforce Investment Board, Inc. 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 the Southern 14 Workforce Investment Board, Inc. 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 the Southern 14 Workforce Investment Board, Inc. 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 the Southern 14 Workforce Investment Board, Inc. 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 the Southern 14 Workforce Investment Board, Inc., each county shall be responsible for a portion of any such liability. The apportionment will be calculated based on 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 14 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 LWDB 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 LWDB 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.

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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 LWDB, 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, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116. Results shall be reported to the CEOs and LWDB 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 LWDB shall develop a budget subject to the approval of the CEOs. The LWDB, 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 LWDB and CEOs to approve additional partners that carry out a 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 LWDB:

1. The LWDB, 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 LWDB 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.

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4. The CEOs will consult with the Governor in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or nonperformance.
5. The CEOs and the LWDB 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.

II. CONFLICT OF INTEREST:

1. No member of the CEOs or the LWDB 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.

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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 LWDA 26.

J. SIGNATURES:

Chalen Tatum Date
Alexander County - CEO

Larry Richards Date
Pope County - CEO

Sam Arnold Date
Edwards County - CEO

Monte Russell Date
Pulaski County - CEO

Randy Drone Date
Gallatin County - CEO

Carey Harbison Date
Saline County - CEO

Brad Miller Date
Hamilton County - CEO

Richard Cunningham Date
Union County - CEO

David Robinson Date
Hardin County - CEO

Robert G. Dean Date
Wabash County - CEO

Phil Stewart Date
Johnson County - CEO

Steve Earhart Date
Wayne County - CEO

Jayson Farmer Date
Massac County - CEO

West Trout Date
White County - CEO

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J. SIGNATURES:

<i>Chalen Tatum</i> Chalen Tatum Alexander County - CEO	<i>01/19/16</i> Date	<i>Larry Richards</i> Larry Richards Pope County - CEO	Date
<i>Sam Arnold</i> Sam Arnold Edwards County - CEO	Date	<i>Monte Russell</i> Monte Russell Polaski County - CEO	Date
<i>Randy Drone</i> Randy Drone Gallatin County - CEO	Date	<i>Carey Harbison</i> Carey Harbison Saline County - CEO	Date
<i>Brad Miller</i> Brad Miller Hamilton County - CEO	Date	<i>Richard Cunningham</i> Richard Cunningham Union County - CEO	Date
<i>David Robinson</i> David Robinson Hardin County - CEO	Date	<i>Robert G. Dean</i> Robert G. Dean Wabash County - CEO	Date
<i>Phil Stewart</i> Phil Stewart Johnson County - CEO	Date	<i>Steve Earhart</i> Steve Earhart Wayne County - CEO	Date
<i>Jayson Farmer</i> Jayson Farmer Massac County - CEO	Date	<i>West Trout</i> West Trout White County - CEO	Date

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J. SIGNATURES:

<u>Chalen Tatum</u> Alexander County - CEO	Date	<u>Larry Richards</u> Pope County - CEO	Date
<u>Thomas P. Hatten</u> Edwards County - CEO	9-25-14	<u>Monte Russell</u> Pulaski County - CEO	Date
<u>Randy Drone</u> Gallatin County - CEO	Date	<u>Carey Harbison</u> Saline County - CEO	Date
<u>Bruce Miller</u> Hamilton County - CEO	Date	<u>Richard Cunningham</u> Union County - CEO	Date
<u>David Robinson</u> Hardin County - CEO	Date	<u>Robert G. Dean</u> Wabash County - CEO	Date
<u>Phil Stewart</u> Johnson County - CEO	Date	<u>Steve Earhart</u> Wayne County - CEO	Date
<u>Jayson Farmer</u> Massac County - CEO	Date	<u>West Trout</u> White County - CEO	Date

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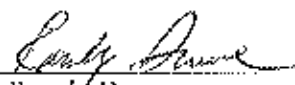
REC'D JAN 21 2016

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<hr/> <i>Sam Arnold</i> Edwards County - CEO	<hr/> Date	<hr/> <i>Monte Russell</i> Pulaski County - CEO	<hr/> Date
<hr/>  <i>Randy Drone</i> Gallatin County - CEO	<hr/> 1-19-16 Date	<hr/> <i>Carey Harbison</i> Saline County - CEO	<hr/> Date
<hr/> <i>Brad Miller</i> Hamilton County - CEO	<hr/> Date	<hr/> <i>Richard Cunningham</i> Union County - CEO	<hr/> Date
<hr/> <i>David Robinson</i> Hardin County - CEO	<hr/> Date	<hr/> <i>Robert G. Dean</i> Wabash County - CEO	<hr/> Date
<hr/> <i>Phil Stewart</i> Johnson County - CEO	<hr/> Date	<hr/> <i>Steve Earhart</i> Wayne County - CEO	<hr/> Date
<hr/> <i>Jayson Farmer</i> Massac County - CEO	<hr/> Date	<hr/> <i>West Trout</i> White County - CEO	<hr/> Date

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Chulen Tatum
Alexander County - CEO

Date

Larry Richards
Pope County - CEO

Date

Sam Arnold
Edwards County - CEO

Date

Monte Russell
Pulaski County - CEO


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Randy Drone
Gallatin County - CEO

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Carey Harbison
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Hamilton County - CEO

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REC'D FEB 19 2016

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<hr/>  <i>David Robinson</i> <i>Michael Burton</i> Hardin County - CEO	<i>2/9/16</i> Date	<hr/> <i>Robert G. Dean</i> Wabash County - CEO	Date
<hr/> <i>Phil Stewart</i> Johnson County - CEO	Date	<hr/> <i>Steve Earhart</i> Wayne County - CEO	Date
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<hr/> <i>Sam Arnold</i> Edwards County - CEO	Date	<hr/> <i>Monte Russell</i> Pulaski County - CEO	Date
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Alexander County - CEO

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Wabash County - CEO

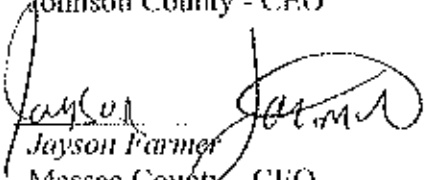
Date

Phil Stewart
Johnson County - CEO

Date

Steve Earhart
Wayne County - CEO

Date


Jayson Farmer
Massac County - CEO

Date

01/17/16

West Trout
White County - CEO

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J. SIGNATURES:

<u>Chalen Tatum</u> Alexander County - CEO	Date	 Larry Richards Pope County - CEO	1-18-16 Date
<u>Sam Arnold</u> Edwards County - CEO	Date	<u>Monte Russell</u> Pulaski County - CEO	Date
<u>Randy Drone</u> Gallatin County - CEO	Date	<u>Carey Harbison</u> Saline County - CEO	Date
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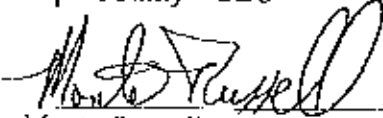
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<hr/> <i>Sam Arnold</i> Edwards County - CEO	Date	 <i>Monte Russell</i> Pulaski County - CEO	<i>2-18-2016</i> Date
<hr/> <i>Randy Drone</i> Gallatin County - CEO	Date	<hr/> <i>Carey Harbison</i> Saline County - CEO	Date
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1-14-16
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<u>Randy Drone</u> Gallatin County - CEO	Date	<u>Carey Harbison</u> Saline County - CEO	Date
<u>Brad Miller</u> Hamilton County - CEO	Date	<u>Richard Cunningham</u> 1-17-2016 Union County - CEO	Date
<u>David Robinson</u> Hardin County - CEO	Date	<u>Robert G. Dean</u> Wabash County - CEO	Date
<u>Phil Stewart</u> Johnson County - CEO	Date	<u>Steve Earhart</u> Wayne County - CEO	Date
<u>Jayson Farmer</u> Massac County - CEO	Date	<u>West Trout</u> White County - CEO	Date

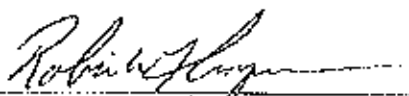
CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT

I. TERM OF AGREEMENT:

This Agreement shall be effective from 7/01/2015 and shall expire upon the termination of the Workforce Innovation and Opportunity Act, dissolution of the LWDA, 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 LWDA 26.

J. SIGNATURES:

<hr/> <i>Chalen Totum</i> Alexandria County - CEO	Date	<hr/> <i>Larry Richards</i> Pope County - CEO	Date
<hr/> <i>Son Arnold</i> Edwards County - CEO	Date	<hr/> <i>Monte Russell</i> Pulaski County - CEO	Date
<hr/> <i>Randy Drane</i> Gallatin County - CEO	Date	<hr/> <i>Carcy Harbison</i> Saline County - CEO	Date
<hr/> <i>Brad Miller</i> Hamilton County - CEO	Date	<hr/> <i>Richard Cunningham</i> Union County - CEO	Date
<hr/> <i>David Robinson</i> Hardin County - CEO	Date	<hr/>  2-3-2016 <i>Robert G. Dean</i> <i>Robbie W. Thompson</i> Wabash County - CEO	Date
<hr/> <i>Phil Stewart</i> Johnson County - CEO	Date	<hr/> <i>Steve Earhart</i> Wayne County - CEO	Date
<hr/> <i>Jayson Farmer</i> Massac County - CEO	Date	<hr/> <i>West Trout</i> White County - CEO	Date

CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT


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REC'D FEB 01 2016

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J. SIGNATURES:

<u>Chalen Tatum</u> Alexander County - CEO	Date	<u>Larry Richards</u> Pope County - CEO	Date
<u>Sam Arnold</u> Edwards County - CEO	Date	<u>Monte Russell</u> Pulaski County - CEO	Date
<u>Randy Drone</u> Gallatin County - CEO	Date	<u>Carey Harbison</u> Saline County - CEO	Date
<u>Brad Miller</u> Hamilton County - CEO	Date	<u>Richard Cunningham</u> Union County - CEO	Date
<u>David Robinson</u> Hardin County - CEO	Date	<u>Robert G. Dean</u> Wabash County - CEO	Date
<u>Phil Stewart</u> Johnson County - CEO	Date	 <u>Steve Earhart</u> Wayne County - CEO	<u>1-14-16</u> Date
<u>Jayson Farmer</u> Massac County - CEO	Date	<u>West Trout</u> White County - CEO	Date

CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT

REC'D JAN 25 2016

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J. SIGNATURES:

<u>Chalen Tatum</u> Alexander County - CEO	Date	<u>Larry Richards</u> Pope County - CEO	Date
<u>Sam Arnold</u> Edwards County - CEO	Date	<u>Monte Russell</u> Pulaski County - CEO	Date
<u>Randy Drone</u> Gallatin County - CEO	Date	<u>Carey Harbison</u> Saline County - CEO	Date
<u>Brad Miller</u> Hamilton County - CEO	Date	<u>Richard Cunningham</u> Union County - CEO	Date
<u>David Robinson</u> Hardin County - CEO	Date	<u>Robert G. Dean</u> Wabash County - CEO	Date
<u>Phil Stewart</u> Johnson County - CEO	Date	<u>Steve Earhart</u> Wayne County - CEO	Date
<u>Jayson Farmer</u> Massac County - CEO	Date	<u>West Trout</u> White County - CEO	Date