

LOCAL WORKFORCE INVESTMENT AREA 23

CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT

This agreement is entered into by the County Board Chairs of the Counties of Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Lawrence, Marion, Moultrie and Richland 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 Investment Act (WIA) services provided in Local Workforce Investment Area 23 (LWIA 23), a Local Workforce Investment Area designated by the Governor under WIA.

A. GENERAL PROVISIONS:

1. The name of the Consortium shall be the Consortium of Chief Elected Officials of LWIA 23.
2. 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 of the 14 member counties shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.

B. CEO DESIGNATION AND ORGANIZATION:

1. Each CEO signing this agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIA.
2. Each CEO may appoint any elected county official 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 WIA services in LWIA 23. 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 WIA. These meetings shall be held not less frequently than bi-monthly.

7. Eight (8) members or more shall represent a quorum at meetings.
8. To fulfill their oversight responsibilities under WIA, the CEOs shall receive from its designated Grant Recipient and Fiscal Agent the following information for review prior to each meeting:
 - a. Reports and other documents that summarize the current financial conditions of all WIA grants awarded to LWIA 23, 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 23 against the negotiated performance standards required under WIA, 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 WIA 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 INVESTMENT BOARD (LWIB):

The CEOs have the exclusive responsibility to appoint members to the local workforce investment board of area 23 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 LWIB membership (minimum 51%) are business representatives which represent business owners, chief executive officers, and other executives with optimum policymaking or hiring authority. CEOs shall seek business nominations from local business organizations and trade associations.
3. 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.

4. 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.
5. The CEOs will determine if any additional members shall be appointed beyond those minimally required by WIA or the State. If any such appointments are made, the 51% business representative membership requirement shall be maintained.
6. The minimum number of private sector representatives appointed to the local workforce investment board of area 23 from each county shall be: Clark County 1; Clay County 1; Coles County 4; Crawford County 2; Cumberland County 1; Douglas County 2; Edgar County 1; Effingham County 3; Fayette County 2; Jasper County 1; Lawrence County 1; Marion County 3; Moultrie County 1; and Richland County 1. Any CEO serving on the LWIB as a private sector member will be counted as an appointment from the serving CEO's county.
7. 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 investment area. One public-sector person may represent multiple public sector partners required by WIA if all organizations required to be represented under WIA agree with the nomination.
8. Appointments shall be for three year terms, with one-third of the membership to be appointed each year.
9. 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, or
 - b. The classification under which they were appointed changes, or
 - c. The appointment is revoked by the appointing CEO, or
 - d. The member becomes incapacitated or otherwise unable to complete their term of office, or
 - e. The member resigns.
10. Vacancies shall be filled in a timely manner and in accordance with WIA requirements and State policy.

D. DESIGNATION OF GRANT RECIPIENT/FISCAL AGENT:

WIA requires the Chief Elected Official(s) to serve as the grant recipient for all WIA Title I funds and to enter into a grant relationship with the State. 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 fiscal agent

and grant recipient, they remain liable for any misused funds and for expenditures that are determined unallowable under WIA.

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

1. Designate Illinois Eastern Community Colleges 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 Illinois Eastern Community Colleges to comply with all Federal and state rules and regulations pertaining to the responsibilities of grant recipient/fiscal agent as defined under WIA law, regulations and State of Illinois policy.
3. Expect Illinois Eastern Community Colleges 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 Illinois Eastern Community Colleges does not absolve CEOs of their collective liability for misspent WIA funds. In the event WIA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from Illinois Eastern Community Colleges, 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.

E. RELATED AGREEMENTS:

The CEOs have also entered into two other agreements related to their responsibilities under WIA. They are:

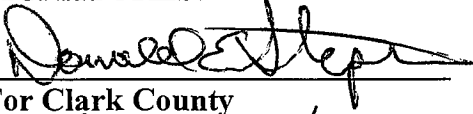
1. **A Chief Elected Official (CEO)/Local Workforce Investment Board Agreement.** This Agreement identifies CEO expectations of the Board and also describes how the CEO and Board will work together to fulfill their shared responsibilities under WIA.
2. **A Chief Elected Official (CEO)/Grant Recipient and Fiscal Agent Agreement.** This Agreement identifies CEO expectations of its designated Grant Recipient/Fiscal Agent, Illinois Eastern Community Colleges.

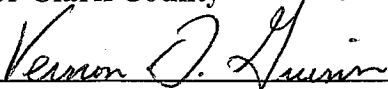
F. TERM OF AGREEMENT:

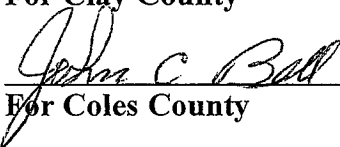
This Agreement shall be effective from its date of execution and shall expire upon the termination of the Workforce Investment Act, dissolution of the LWIA, or future action taken by CEOs to establish a new agreement.

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 23.

G. SIGNATURES:


For Clark County


For Clay County

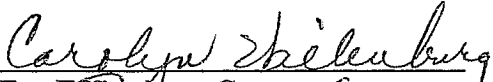

For Coles County

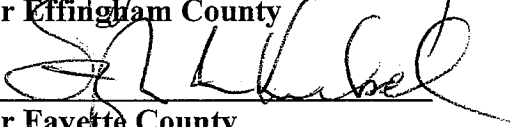
For Crawford County

For Cumberland County



For Douglas County

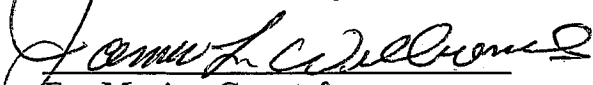

For Edgar County


For Effingham County


For Fayette County


For Jasper County


For Lawrence County


For Marion County


For Moultrie County


For Richland County