

# CHIEF LOCAL ELECTED OFFICIALS CONSORTIUM BY-LAWS AND AGREEMENT

These By-Laws and Agreement, made and entered into are effective September 8, 2022, by and between the counties of: Adair, Andrew, Atchison, Buchanan, Caldwell, Clark, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Holt, Knox, Lewis, Lincoln, Linn, Livingston, Macon, Marion, Mercer, Monroe, Montgomery, Nodaway, Pike, Putnam, Ralls, Randolph, Schuyler, Scotland, Shelby, Sullivan, Warren, and Worth in the State of Missouri (hereinafter, the Counties):

## **Article 1: Establishment of Consortium**

WHEREAS, the Chief Local Elected Officials (CLEOs) of the aforementioned counties did previously adopt resolutions authorizing the creation of a consortium, in order to administer the provisions of Public Law 113–128, the Workforce Innovation and Opportunity Act (hereinafter “the Act”); and

WHEREAS the Chief Local Elected Officials (CLEOs) of the aforementioned counties do hereby constitute a consortium for the purposes of Public Law 113–128, the Act.

The Chief Local Elected Officials (Presiding Commissioners) of the local government entities shall constitute the Workforce Development Region of North Missouri Consortium of Chief Local Elected Officials (hereinafter, the Consortium).

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, each party acknowledges they do hereby agree to the following:

## **Article 2: Responsibilities**

The Consortium shall perform the following functions for Chief Local Elected Official, as specified in Public Law 113-128, the Act:

- Serve as the local grant recipient for the region’s Workforce Innovation and Opportunity Act funds
- Designate an entity to serve as the local grant sub-recipient and or fiscal agent
- Appoint members to serve on the Board as outlined in Section 107 of the Workforce Innovation and Opportunity Act (the Act) and (INSERT BY-LAW SECTION) these By-Laws
- In conjunction with the WDB select One-Stop Operator(s) as outlined under Section 121 of the Act
- In conjunction with the WDB develop and approve local plan as outlined under Section 108 of the Act

- Approve the annual budget developed by the WDB to carry out the duties of the Local WDB under Section 107 of the Act
- Perform any duties or obligations as outlined by the Act apportioned to Chief Elected Officials

### **Article 3: Governance**

#### **A. Consortium**

The Consortium shall be governed by the 34 Chief Local Elected Officials (CLEOs) of each member county. The Presiding Commissioner of each member county is recognized as the CLEO of the member county.

Members of the Consortium are encouraged to attend meetings of the Workforce Development Board of North Missouri. Consortium members will not have voting authority at meetings of the Workforce Development Board of North Missouri but are welcome to participate in discussion on any topic in which a conflict of interest is not present.

#### **B. Sub-Regions**

The Workforce Development Region of North Missouri has established two sub-regions within the Local Workforce Area.

##### *Eastern Sub-Region*

The Eastern Sub-Region shall consist of the following sixteen counties: Adair, Clark, Knox, Lewis, Lincoln, Macon, Marion, Monroe, Montgomery, Pike, Ralls, Randolph, Schuyler, Scotland, Shelby, and Warren

##### *Western Sub-Region*

The Western Sub-Region shall consist of the following eighteen counties: Andrew, Atchison, Buchanan, Caldwell, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Holt, Linn, Livingston, Mercer, Nodaway, Putnam, Sullivan, and Worth.

#### **C. Officers**

The Consortium shall elect from its membership a Chairperson, Vice Chairperson, and four At-Large Members to serve on the CLEO Coordinating Committee. These terms shall be two-year terms or until a successor is elected and qualified. The Chairperson and Vice Chairperson shall not be from the same sub-region. The At-Large positions shall be split evenly between the Eastern and Western Sub-Regions (2 each). Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson shall appoint a clerk for the consortium and its committees as needed.

1. *Chairperson*

The Chairperson shall preside over the meetings of the consortium and act as the Chairperson of the CLEO Coordinating Committee. The Chairperson shall sign all documents and contracts when authorized by the Consortium. The Chairperson is required to attend at least one meeting of the Workforce Development Board of North Missouri annually. The Chairperson is also required to attend the meeting(s) as outlined in the Annual Agreement with the Office of Workforce Development.

2. *Vice-Chairperson*

The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence including the signing of documents in contracts when authorized by the Consortium on behalf of the Chairperson.

3. *At-Large Members*

In the event the Chairperson and Vice-Chairperson are not present to preside over the meeting of the Consortium or CLEO Coordinating Committee, an At-Large Member shall preside over the meeting. At-Large Members do not have the authority to sign documents or contracts on behalf of the Chairperson.

**D. Committees**

All Committees authorized hereunder shall report and be accountable to the Consortium

1. *CLEO Coordinating Committee*

The CLEO Coordinating Committee shall consist of the officers outlined in Article 3(C). The CLEO Coordinating Committee has been elected to act on behalf of, and in the best interests of, the entire 34 members of the Consortium.

2. *Ad-Hoc Committees*

The Consortium or CLEO Coordinating Committee can form ad-hoc committees as necessary. Members to Ad-Hoc committees shall be appointed by the CLEO Coordinating Committee Chair. Any decisions made by an Ad-Hoc committee shall be brought to the governing body as a recommendation and shall be voted on by the governing body before the recommendation can be ratified.

## **Article 4: Procedural Rules**

### **A. Rules of Order**

Roberts Rules of Order, newly revised, shall govern the proceedings of the Consortium insofar as they do not conflict with applicable law, administrative rules or this Agreement/By-Laws.

All meetings of the Consortium or CLEO Coordinating Committee shall be conducted in an open fashion in accordance with the State of Missouri Sunshine Law (Chapter 610 of the Revised Statutes of Missouri). If the Consortium determines, it shall meet in closed session and the appropriate statute shall be cited as justification.

### **B. Use of Proxy**

The Presiding Commissioner may appoint any Commissioner from the member county to serve as a proxy for consortium meetings. The Presiding Commissioner shall send written notice to the Clerk of the Consortium (WDB Office) to notify the Consortium of the use of the proxy.

The use of a proxy is not allowed for CLEO Coordinating Committee meetings. Members of the CLEO Coordinating Committee must be a Presiding Commissioner.

### **C. Quorum**

Quorum for the Consortium shall be established when at least four members from each sub-region are present. If less than the required number of members are present, members may discuss business, but no action shall be taken.

Quorum for the CLEO coordinating committee shall be established when at least four of the six members of the committee are present. If less than four members are present, members may discuss business, but no action shall be taken.

### **D. Voting**

Voting shall only be conducted when a quorum has been established. All matters before the Consortium and CLEO Coordinating committee shall require a simple majority of members present.

### **E. Use of Technology**

To promote participation in the Consortium and CLEO Coordinating Committee meetings, remote access will be allowed. This remote access shall include video and telephonic access. Members who participate through these means shall have full voting authority on all matters.

## **F. Meetings**

The consortium must meet at least once each year. Regular meetings shall be called by the Chairperson when deemed necessary. The Chairperson may cancel any meeting so-called if he or she deems it not necessary. Special meetings of the Consortium may be called by a majority of the member counties.

Committee meetings may be called by the chairperson of the committee when deemed necessary. The Chairperson may cancel any meeting so-called if he or she deems it not necessary.

## **G. Consortium Records**

All records of the Consortium shall be kept at the Board Office. All records shall be made available to the public in accordance with the State of Missouri Sunshine Law (Chapter 610 of the Revised Statutes of Missouri). Request for records can be made to the Board's custodian of records. Rates charged for duplication may be charged in accordance with the State of Missouri Sunshine Law.

## **H. Conflict of Interest**

Providing responsible stewardship for and oversight of Federally funded workforce programs must be accomplished in a way that demonstrates integrity, accountability, and transparency to preserve public trust. Because local workforce programs are largely governed under the Workforce Innovation and Opportunity Act by local board members, as volunteer citizens and community leaders, the highest levels of accountability should be upheld.

Chief Local Elected Officials shall avoid the appearance of a conflict of interest in compliance with WIOA 107.

The most commonly referred to "conflict of interest" provision for WIOA requires that a member of a local board or a member of a standing committee may not:

1. Vote on a matter under consideration by the local board
  - a) Regarding the provision of services by such member (or by an entity that such member represents); or
  - b) That would provide direct financial benefit to such member or the immediate family of such member; or
2. Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State Plan.

If the CLEO Consortium discuss an issue that would impact a member due to their business interests or personal relationships, that member should refrain from participating in the discussion and from voting on the issue. This voting abstention should be recorded in the meeting's minutes.

This policy is also extended to cover WDB staff, any local WDB Subrecipients/contractors, and their staff. They should not participate in any decision-making capacity, which would provide a direct financial benefit to that staff person or to a member of his/her immediate family. (Immediate family includes parent, children, sibling, grandparent, aunt, uncle, and niece, and nephew, cousin, as well as stepfamily and in-laws.)

There are, at a minimum, six other significant and interrelated areas of federal and state law aimed at ensuring guidance for integrity, transparency, and accountability. They range from additional conflict of interest provisions to restrictions on nepotism (hiring one's family members). None of these should be considered burdensome or difficult to manage for prospective Board members rather than generally reflect ethical values, honesty, and integrity in organizational functions, which any Board member would be proud to represent. The Department of Higher Education and Workforce Development will establish, issue, and manage changes in these laws and policies using a policy issuance and distribution process.

## **Article 5: WDB Appointments**

Each Consortium member is equally responsible for the structure and ongoing appointment of members to the Workforce Development Board of North Missouri. However, the CLEO Coordinating Committee, or the Chair of such, has the authority to review/approve all appointments to the Workforce Development Board and therefore, must sign the attestation form submitted for certification. The Board shall be certified by the Governor every two (2) years.

WDB Members are expected to actively participate in convening the workforce development system's stakeholders, broker relationships with a diverse range of employers, and leverage support for workforce development activities.

The membership structure, depicted below, is in alignment with WIOA Section 107(b)(2).

Such criteria shall require that, at a minimum—

- A. A majority of the members of each local board must be representatives of business in the local area, who—**
- Are full-time owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority. (The term “optimum policy-making authority” means an individual who can reasonably be expected to speak affirmatively on

behalf of the entity he or she represents and to commit that entity to a chosen course of action.); and

- Represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
- Represent employment opportunities in high-growth, in-demand industry sectors within the local area that are willing to engage in collaborative implementation of the sector-strategy implementation plan developed by the Missouri industry/sector partnership; and
- Must be appointed from among individuals nominated by local business organizations and business trade associations.
  - At a minimum, two members of the business majority must represent “small business” as defined by the U.S. Small Business Administration.
  - Business representatives serving on the local WDB may also serve on the MoWDB.

**B. Not less than 20 percent of the members of each local board must be representatives of the labor/workforce within the local area, who —**

- Must include representatives of labor organizations (if, in the local area there are employees represented by labor organizations), who have been nominated by local labor federations. (For a local area in which no employees are represented by labor organizations, then other representatives of employees may be nominated.
- Must include a representative who is a member of a labor organization - or a training director, from a joint labor-management apprenticeship program. If no such joint program exists in the area, then a representative of another apprenticeship program in the area may be nominated, if such a program exists; and
- Additionally, it may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment. This can include organizations that serve veterans or that provide or support competitive, integrated employment for individuals with disabilities. It may also include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

**C. The balance of the local board shall include representatives of entities administering education and training activities in the local area, who—**

- Must include a representative of eligible providers administering adult education and literacy (AEL) activities funded by WIOA Title II;
- Must include a representative from a public institution of higher education providing workforce investment activities (including community colleges and public two-year or four-year institutions that provide training services);

- Must include a representative from a local economic and community development entity;
  - Must include a representative of the Wagner-Peyser Act program serving the local area;
  - Must include a representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the local area (except the client assistance program or American Indian Vocational Rehabilitation Services); and
  - Must include a representative of the TANF program serving the local area.
- D. Each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.**

**A majority (equal to 51% or more) of the members of the Board must be business representatives, and the Chair shall be a business representative.**

Whenever a change in membership of the Workforce Development Board occurs, written notification of the new member's appointment shall be submitted to the Department of Higher Education and Workforce Development, Office of Workforce Development no later than five (5) days after their appointment. Such notification shall be signed by the Chair of the Chief Local Elected Officials Coordinating Committee.

**Business Representatives Nomination Process** –Letters soliciting nominations for business representatives will be sent to Chambers of Commerce in the county. If there is no Chamber of Commerce in the county, nominations will be solicited from Rotary Clubs, Industrial Development Associations, Community Betterment Associations, Farm Bureaus, or other general purpose business organizations. Upon receipt of nominations from the local business organization(s), the Chief Local Elected Official, in the county, shall select a nominee for appointment, and shall submit such appointment, in writing, to the Chairperson of the Chief Local Elected Officials Coordinating Committee.

#### **Board Member Term Limitations:**

Workforce Development Board of North Missouri terms are for a five-year period commencing July 1. These terms are to be staggered to allow only a portion of the Board membership to expire in a given year. Board members are allowed to serve multiple consecutive terms as long as approved by the original nominating entity.

#### **Board Member Vacancies:**

In the event a vacancy occurs during the term of an appointment, a new member shall be appointed by the same nomination and appointment process used for the vacating member. The appropriate nominating and appointing authority shall have the right to nominate and appoint the new member to fill the remainder of the term, and for a subsequent full term, without having to repeat either process at the end of the initial remaining term. Members whose terms have expired or otherwise been vacated may



continue to serve on the Board until a replacement is complete. The appropriate nominating and appointing authority may also choose, at its sole discretion, to nominate and appoint a different person to fill the subsequent full term. Whenever a change in membership of the Workforce Development Board of North Missouri occurs, written notification of the new member's appointment shall be submitted to the Office of Workforce Development. Such notification shall be signed by the Chair of the Chief-Elected Officials Coordinating Committee.

## **Article 6 – Amendments to By-Laws / Agreement**

Amendments may be proposed to the Consortium in writing by any member, and upon introduction, shall be referred to the CLEO Coordinating Committee, which shall report its recommendations to the Consortium at a subsequent meeting. Adoption shall require approval by the recorded vote of a two-thirds majority of ALL CLEO Consortium members present.

## **Article 7 Agreement**

This agreement shall be effective when approved by each member of the consortium through their signature. This agreement shall expire June 30, 2024 at which time a new agreement shall be required.

These By-Laws and agreement will be reviewed annually during a consortium meeting prior to the end of the WIOA Program Year (June 30<sup>th</sup>).

These By-Laws and agreement will be provided to the local Workforce Development Board annually, with minutes documenting such action.

The Consortium may be dissolved, and this agreement may be rescinded only with the consent of all members of the Consortium and the Governor of the State of Missouri.



DeKalb County

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Printed Name                      Signature                      Date

Gentry County

\_\_\_\_\_  
Printed Name                      Signature                      Date

Grundy County

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Printed Name                      Signature                      Date

Harrison County

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Printed Name                      Signature                      Date

Holt County

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Knox County

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Lewis County

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Lincoln County

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Linn County

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Livingston County

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Macon County

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Marion County

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Mercer County

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Monroe County

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Montgomery County

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Nodaway County

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Printed Name                      Signature                      Date

Pike County

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Printed Name                      Signature                      Date

Putnam County

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Printed Name                      Signature                      Date

