

**WESTERN ARKANSAS WORKFORCE CENTER
OPERATOR
CONSORTIUM AGREEMENT**

Between the:

**Western Arkansas Workforce Investment Board
(WAWIB)**

The

**Chief Elected Officials
(CEO's)**

And

**Arkansas Employment Security Department
Fort Smith Adult Education Center
Western Arkansas Employment Development Agency, Inc.**

WESTERN ARKANSAS CONSORTIUM AGREEMENT

This Consortium Agreement is made and entered into this 1st day of September, 2002, between Fort Smith Adult Education Center (FS ADED), an educational institution; Western Arkansas Employment Development Agency, Inc. (WAEDA), a private, nonprofit organization; and the Arkansas Employment Security Department (ESD), an employment service agency established under the Wagner-Peyser Act on behalf of the local office of the agency (WIA §121(d)(2)(B)). This Consortium Agreement and attachments stated herein contain all terms and conditions agreed upon by LWIB and CEOs, WAEDA, FSADED and ESD. Modifications to this Consortium Agreement must be approved in writing by all parties.

The Western Arkansas Local Workforce Investment Board (LWIB), with the agreement of the Chief Elected Officials (CEOs), in accordance with §121(d) et al, of the Workforce Investment Act of 1998 (WIA), designate and certify WAEDA, FSADED and ESD, a consortium of entities of demonstrated effectiveness, located in the local area, to serve as the Workforce Center Operator for Western Arkansas, which includes the following counties: Crawford, Franklin, Logan, Scott, Polk, and Sebastian (WIA §121(d)(2)(A)(ii)). FSADED, WAEDA and ESD are all Workforce partners described in WIA §121(b)(1). (WIA §121(d)(2)(A)(ii))

I. EFFECTIVE PERIOD

This Consortium Agreement shall begin on the 1st day of September, 2002 and shall automatically renew on July 1st of each subsequent year provided any party shall have the right to terminate the Consortium Agreement without cause upon 30 days written notice to the other parties.

II. MISSION

To create, maintain, and continuously improve a workforce delivery system where separate programs collaborate to provide a seamless system of service delivery that will enhance access to programs and improve long-term employment by increasing retention and earnings of customers, and as a result, improving the quality of the workforce, and enhancing the productivity and competitiveness of the Western Arkansas Workforce Investment Area. (WIA § 106, Regulation § 662.100)

III. STRUCTURE AND MANAGEMENT

ESD, WAEDA, and FS ADED will equally be responsible for all administrative and programmatic activities as they relate to common services and will act as the managerial structure to the Workforce Center. The three consortium members shall act as a unit to manage the center and to ensure that common services are available to clients. However, ESD will provide daily operational management functions; WAEDA will provide daily fiscal/accounting functions; and FS ADED will provide daily administrative functions. The responsibilities of each party to one another and to the Workforce Center will be delineated and agreed upon by the consortium members.

The Consortium will either provide common services or will ensure that the services are available to clients through other partners within the center. The services that must be available to clients include but are not limited to those indicated at WIA §134(d)(2); WIA Federal Regulations § 662.240. In addition to the common services that the consortium will provide and/or coordinate, the required partners within the Workforce Center shall provide access to each program's intensive and training services. The services are to be organized and must create ease in customer flow.

Western Arkansas Planning & Development District, Inc. will issue awards, based on funding availability, for common Workforce Center activities to WAEDA. WAEDA will receive the award on behalf of the Consortium but all disbursements require mutual written consent of each of the members of the Consortium.

The Consortium will report on the basis of both financial and programmatic activities for inquires and request made by the Local WIB, State WIB, Department of Labor, and the State/Local Administrative/Fiscal Entity.

The Consortium will develop and implement, within the year, a management information system to track information on the common services offered through the Workforce Center.

The Consortium members will meet on a monthly basis to discuss daily operations, administrative and programmatic activities.

Daily operating, oversight, and emergency management procedures will be developed and provided to all employees of each Consortium member and all partners. These procedures may be modified subject to the consensus of the Consortium Members.

The Consortium Members will enter into a Memorandum of Understanding (MOU), with all center partners and the local workforce investment board, which will require the agreement of the local chief elected officials. The Consortium will develop a Cost Allocation/Resource Sharing Agreement as an attachment to the MOU detailing workforce investment activities that are common and the funding of those common activities.

The Consortium members will not be responsible for the performance of any direct partner program. Each required partner within the Workforce Center will be accountable for the performance and outcome of their direct intensive and training services made accessible to eligible clients.

Facility Use Agreements will be issued to partners for space occupied within the workforce center in association with partner's direct program services.

The Consortium shall not decide how funds for specific programs will be spent where there are specific statues and/or regulations governing the expenditure of programmatic dollars.

Each party will insure that its agency's business practices are followed in the provision of services under this Consortium Agreement. Such practices include but are not limited to: audit, procurement, insurance, employee codes of conduct, record keeping and retention, employee and client confidentiality.

The Consortium must strictly adhere to all Federal, State, and Local laws to maintain compliance within the Workforce Center.

In the event that a member(s) of the consortium fails to perform in a manner that was agreed to, the problem shall be corrected within 30 days. If resolution of the problem does not occur, it will be referred to the LWIB Executive Committee for appropriate action and resolution.

IV. LOCATION

The comprehensive Workforce Center will be located in Fort Smith, AR. Planned satellite offices will be located in the counties of Crawford, Franklin, Scott, Polk, and Logan.

V. DECISIONS

The Consortium will function by consensus. Instances where consensus cannot be reached and the functioning of the Consortium is impaired, those members of the consortium who are parties to the dispute shall submit to the following dispute resolution procedure:

- a. If the Consortium is unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the LWIB chairperson within 15 days of the initial dispute.
- b. The Executive Committee of the LWIB shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the Executive Committee shall prepare a response to the complaint within 30 days.
- c. If any party to the dispute is not satisfied with the decision of the Executive Committee, the dispute shall be referred to the LWIB for a deciding vote and final decision.

VI. BUSINESS DAYS AND HOURS

Standard operating hours (8:00 a.m. - 4:30 p.m.) with the State recognized holiday list or closings will be followed.

VII. PERSONNEL POLICY

Employees receiving compensation for work performed at the Centers shall in no way be deemed employees to the Consortium. Each partner will follow its own personnel policies in regard to its employees.

The Consortium shall coordinate and maintain staff scheduling to adequately offer customer services. Staff offering core services shall be trained adequately to fairly represent all partner programs and to provide clients with quality services.

VIII. OPERATION OF AFFILIATE WORKFORCE CENTERS

Satellite Workforce Centers within the remaining 5 counties served shall each have a Center Operator. Satellite Center Operators will follow the overall policy making decisions of the Consortium formed through this agreement. The respective Satellite Workforce Center Operators will make day-to-day management and operating decisions for the Satellite Centers.

IX. WORKFORCE CENTER COMMON PERFORMANCE MEASURES

The Consortium will not be held responsible for the performance of individual partner programs. However, the Consortium will be responsible for performance requirements established by the Western Arkansas Workforce Investment Board for the Workforce Centers common services.

X. ASSURANCES AND CERTIFICATIONS

1. The Consortium will insure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position because of sex, handicap, race, color, age, religion, or national origin.
2. The Consortium will strictly adhere to all Federal, State and Local laws that pertain to employment and training, including Child Labor Laws and Civil Rights Laws.
3. It is expressly understood and agreed by all members of the Consortium that employees receiving compensation for work performed for this agreement shall in no way be deemed employees of the Consortium.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. sections 501-1508.
5. Each member of the Consortium assures that it is an equal opportunity employer and is aware of and shall comply with the Equal Employment Opportunity Commission practices as mandated by State and Federal statutes and regulations.
6. Each member of the Consortium assures that it follows Drug Free Workplace laws and regulations.
7. The obligation of funds allocated under this Consortium Agreement is contingent upon receipt of those funds.

WESTERN ARKANSAS CONSORTIUM MEMBERS:

Sharon Ellis
 Sharon Ellis, Director
 Fort Smith Adult Education Center

6-5-03
 Date

Martha Holt
 Martha Holt, Director
 Western Arkansas Employment
 Development Agency, Inc.

9-31-03
 Date

Bob Lairesmore
 Bob Lairesmore, Manager
 Arkansas Employment Security Department

3-27-03
 Date

WITH THE APPROVAL OF THE WESTERN ARKANSAS LWIB:

JR Marlow
 JR Marlow, Chairperson
 Western Arkansas Workforce Investment Board

10/16/03
 Date

WITH THE APPROVAL OF THE WESTERN ARKANSAS CEOs:

Joe Powell
 Joe Powell, Chairperson
 Western Arkansas Chief Elected Officials

10/15/03
 Date

