



CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

CONSORTIUM AGREEMENT

We, the undersigned, do hereby agree to enter into this Consortium Agreement and to designate the California Indian Manpower Consortium, Inc., a non-profit corporation under the laws of the State of California, hereinafter referred to as CIMC, Inc. as the Administrative Unit of the Consortium.

We agree to operate during Program Years 2013/2014 in accordance with the provisions of the Workforce Investment Act (Public Law 105-220, the successor program to JTPA) Section 166, Native American Programs and the regulations promulgated thereunder, and we collectively meet the requirements of 20 CFR 688.200 (b) and (c). Public Law 105-220 and any amendments thereto shall hereinafter be referred to as WIA.

We understand that this Agreement creates the California Indian Manpower Consortium (hereinafter referred to as CIMC and binds each individual member mutually to the actions of the majority of the Consortium. We also understand that we, as members of the Consortium, shall elect a representative Board of Directors (hereinafter referred to as the CIMC Board) consisting of a Chairman, Vice-Chairman, Secretary and Treasurer, and a representative, geographically distributed, one from each of the service areas as set forth by the Board of Directors. The CIMC Board shall act in a representative capacity for the entire Consortium membership as the Board of Directors of CIMC and CIMC, Inc. (hereinafter jointly referred to as the CIMC Board) subject to any limitations which are placed upon the CIMC Board by this Agreement. Within the authority delegated to the CIMC Board by the respective members of the Consortium, they shall act by majority vote.

This Agreement shall bind us to the Consortium for the period of the grant issued by the U.S. Department of Labor (hereinafter referred to as DOL).

We, as CIMC members, accept the designation by DOL, Division of Indian and Native American Programs, Employment and Training Administration, of CIMC as the Native American grantee of the WIA Program.

We agree to operate the WIA Program in the State of California; the State of Illinois and the counties in Iowa (Clinton, Muscatine and Scott) and to serve the Indian and Native American population in the counties and on the Reservations listed in Attachment A. Other reservations, counties or organizations may also join the Consortium, subject to approval by the CIMC Board.

We recognize CIMC, Inc. as a private non-profit agency incorporated for the purpose of working for the social welfare, educational and economic advancement of its member tribes, groups, and organizations and/or Indians and other Native Americans.

Subject to the specific limitations as outlined herein, the CIMC Board shall set policy to carry out the functions and responsibilities necessary to effectively administer the program consistent with the Workforce Investment Act and regulations, and CIMC, Inc. shall administer the program in accordance with such policies, rules and regulations.

We recognize the membership requirements set forth in the By-Laws of the CIMC, Inc. as also constituting the requirements for membership in the Consortium and delegate to the CIMC Board the authority to certify membership in the Consortium.

Organizational Structure of the Administrative Unit

We hereby agree that CIMC, Inc., subject to the limitations and delegations hereinafter provided, shall serve as the Administrative Unit to this Consortium. The WIA Program will be administered in accordance with the organizational structure as determined and approved by the CIMC Board of Directors.

The Administrative Unit shall be delegated all powers necessary to administer the program effectively.

We further agree that the grant agreement with DOL shall be signed by the Chairman of the CIMC Board.

Authority Delegated to the CIMC Board

The CIMC Board shall:

1. Hire the Executive Director.
2. Participate in the development of the comprehensive services and supplemental youth services plan with staff and shall, by majority vote, approve or reject the plan or any parts thereof.
3. Participate with staff in the establishment of an allocation formula or system for distributing available WIA Program funds among the various geographic areas covered by the grant.
4. Review and approve all personnel policies applicable to the administration of the WIA Program.
5. Review and approve all matters pertaining to the WIA Program's administrative budget.
6. Approve plans for the evaluations of program performance and participate in such evaluations.
7. Utilize any advisory and/or planning councils it deems necessary to effectively plan the development of plans and policies.
8. Hold quarterly meetings chaired by the representative elected from each specific geographic service area with Consortium members from that geographic service area to discuss program goals and progress.

-
9. Have the right to review and comment on the hiring and/or termination of key personnel.
 10. Have the authority to authorize training and technical assistance to those areas which want to form their own consortium.
 11. Review and approve applications from membership and for renewal of membership in the Consortium pursuant to the By-Laws of CIMC, Inc.

Authority Delegated to the Executive Director

The Executive Director shall:

1. Have the authority to hire, organize and terminate all administrative staff.
2. Have the authority to review and comment on all actions proposed by the CIMC Board, within its authority, and by the Consortium members within their authority.
3. Have the authority to receive, approve and disburse funds received pursuant to the WIA grant. Shall designate not less than two or more than six members of the administrative staff to disburse funds to cover authorized costs incurred in the operation of the program.
4. Prepare and sign all documents relating to the WIA Program except that the prime grant between the Consortium and DOL and all modifications thereto shall be signed by the Chairman of the CIMC Board.
5. Provide to the CIMC Board members a monthly report on the progress and current status of the WIA Program.
6. Establish and arrange for proper administrative, financial, accounting, personnel and record-keeping policies, systems and procedures in accordance with the Workforce Investment Act and regulations.
7. Assure that all required WIA Program reports are prepared correctly and submitted to DOL timely.
8. Arrange for and authorize all necessary staff training. Such arrangements shall be coordinated with DOL to assure that all available free training is utilized to the maximum extent.
9. Develop and implement procedures for program planning, evaluation of program performance and the reallocation of resources expect that reallocation of funds must be approved by the CIMC Board.
10. Determine the need to reallocate funds and to modify the grant agreement with DOL according to a reallocation plan approved by the CIMC Board.
11. Establish and carry out procedures for coordinating all activities with other local WIA areas as well as other relevant agencies.

-
12. Maintain all necessary records pertaining to the Consortium activities and business under the WIA grant.
 13. Have the right to enter into contracts and subgrants and other necessary agreement on behalf of the Consortium.

Authority Reserved to Consortium Members

We, as individual members of the Consortium, reserve the entire Consortium all powers, functions, and responsibilities not specifically granted to the CIMC Board or the Administrative Unit. We agree to convene and elect an official body to represent the Consortium, which shall be the CIMC Board and which shall have the powers granted to it by this Agreement. We understand that we, as members of the Consortium are jointly and separately responsible for the use of funds under the WIA grants, and for claims established against the Consortium. We also understand that the rights of evaluating the program and reallocating funds shall be reserved to the Consortium's members through input to their respective geographical area representative.

Certification

We certify that acceptance of this Consortium Agreement was formally approved by a majority vote of the Board of Directors or the proper governing body of each organization listed as Attachment B and has been further ratified and that we are duly authorized to enter our respective organizations into this Consortium Agreement on November 2, 2013. Copies of the resolutions which have been ratified authorizing us to execute this agreement are attached hereto and made a part thereof.