

Crater Regional Workforce Development Board

Board Meeting

January 17, 2019
Hopewell Community Center
100 W. City Point Road
Hopewell, VA 23860
8:30 a.m. – 10:30 a.m.

AGENDA

- | | |
|--|----------------------------|
| 1. Call to Order | Chris Johnson |
| a. Roll Call | |
| 2. Public Comment | Chris Johnson |
| 3. *Approval of Agenda | Chris Johnson |
| 4. *Approval of October 18, 2018 Board Meeting Minutes | Chris Johnson |
| 5. *Amendment of Board By-Laws | Ryan Follett |
| 6. *Board-Chief Elected Officials Agreement | Ryan Follett |
| 7. *Conflict of Interest Policy | Chris Johnson, Recie Small |
| 8. Annual Disclosure Statement of Economic Interests | Recie Small |
| 9. *Priority of Service Policy | Chris Johnson, Recie Small |
| 10. *Individual Training Account Policy | Chris Johnson, Recie Small |
| 11. *Customized Training Policy | Chris Johnson, Recie Small |
| 12.*Youth Incentive Policy | Chris Johnson, Recie Small |
| 13. *Case Management Notes Update & Review Policy | Chris Johnson, Recie Small |
| 14. Board Committee Reports | Chris Johnson |
| a. Eligible Training Provider – Pam Allen | |
| 1. Update | |
| 2. *Recommendation to add classes to the Eligible Training Provider List | |
| b. Business Services – Bruce Sobczak | |
| 15. Forensic Audit Update | Chris Johnson |
| 16. One-Stop Operations Update | Chris Johnson |
| 17. "Workforce Wins" – customer success stories | Chris Johnson |
| 18. Board Staff Reports | Chris Johnson |
| a. Board Member questions/comments | |
| 19. *Adjourn | Chris Johnson |

*Denotes action needed

Crater Regional Workforce Development Board

Board Meeting

October 18, 2018

Tabernacle Community Life Center

444 Halifax St.

Petersburg, VA, 23803

8:30 a.m. - 10:30 a.m.

Minutes

1. Call to order at 8:34 a.m.

a. Roll Call by Brandon Moore

Members Present:

Kathy Anderson

Antoinette Archer

Dale Batten

Elizabeth Creamer

Carly Woolfolk

Dr. George Lyons

Bruce Sobczak

Earnest Greene

Chris Johnson

Pamela Allen

Amanda Wilson

Ramon Puzon

Sheila Smith

Jason Williams

Patty Peterson

Elizabeth Branch

Karen Alyward

Keith Boswell

Staff Present:

Ryan Follett

Jerry Trovillion

Brandon Moore

2. Public Comment:

- a. Sharon Mattox, District Manager of Virginia Employment Commission (VEC): stated that VEC is committed to partnering with the Business Services Team.

- b. Sherry Pearson with Job Assistance Center: Presented literature to the board and asked permission to place the literature in the One-Stop Centers. Ms. Pearson stated that she would to donate the site license and the kiosk. She asked that the Board assist with the printing costs, which would be a small fee, depending if it is printed in black and white or color.
- 3. Approval of Agenda
 - a. Chris Johnson asked for a motion to amend the agenda so that the new number 17 would be "Closed Session for Personnel" for Board members only and Ryan Follett.
 - i. Bruce Sobczak made a motion to amend the agenda with the addition of a new item "Closed Session for Personnel". The motion was seconded by Dr. George Lyons. With no opposition, the motion carried.
 - b. Chris Johnson asked for a motion to approve the agenda with the amendment.
 - i. Antoinette Archer made a motion to approve the agenda with the amendment. The motion was seconded by Jason Williams. With no opposition, the motion carried.
- 4. Chris Johnson asked for a motion to approve the August 16, 2018, Board Meeting Minutes.
 - a. Shelia Smith made a motion to approve the August 16, 2018, Board Meeting Minutes. The motion was seconded by Dale Batten. With no opposition, the motion carried.
- 5. Chris Johnson asked for a motion to approve the Limited English Proficiency Policy.
 - a. Pam Allen made a motion to approve the Limited English Proficiency Policy. The motion was seconded by Amanda Wilson. With no opposition, the motion carried.
- 6. Chris Johnson asked for a motion to approve the Monitoring Policy.
 - a. Dale Batten made a motion to approve the Monitoring Policy. The motion was seconded by Ramon Puzon. With no opposition, the motion carried.
- 7. Chris Johnson asked for a motion to approve the Accessibility and Reasonable Accommodation Policy.
 - a. Shelia Smith made a motion to approve the Accessibility and Reasonable Accommodation Policy. The motion was seconded by Karen Alyward. With no opposition, the motion carried.
- 8. Chris Johnson asked for a motion to approve the Participant Flow Policy.
 - a. Pam Allen made a motion to approve the Participant Flow policy. The motion was seconded by Ramon Puzon. With no opposition, the motion carried.
- 9. Chris Johnson asked for a motion to approve the Participant Supportive Services Policy.
 - a. Antoinette Archer made a motion to approve the Participant Supportive Services Policy. The motion was seconded by Ramon Puzon. With no opposition, the motion carried.
- 10. Chris Johnson asked for a motion to approve the Adult /Dislocated Worker Follow-up Services Policy.
 - a. Shelia Smith made a motion to approve the Adult/Dislocated Worker Follow-Up Services Policy. The motion was seconded by Pam Allen. With no opposition, the motion carried.

11. Chris Johnson asked for a motion to approve the Youth Follow-up Services Policy.
 - a. Dr. George Lyons made a motion to approve the Youth Follow-up Services Policy. The motion was seconded by Dale Batten. With no opposition, the motion carried.
12. Chris Johnson asked for a motion to approve the Confidentiality Policy
 - a. Kathy Anderson made a motion to approve the Confidentiality Policy. The motion was seconded by Karen Alyward. With no opposition, the motion carried.
13. Bruce Sobczak reported that the Business Services Committee will have a Business Services Team that is a more tactical, hands on sector of the Committee. He stated that the Business Services and the Outreach Committees will begin to work together to develop a strategy to addresses businesses' needs.
14. Darnetta Tyus, Deputy City Manager, City of Petersburg, provided an update on the Forensic Audit. The state required the City of Petersburg to conduct a Forensic Audit. A contractor has been identified and interviews will be conducted this week. The contract shall be signed by the end of October so that the process may begin. The goal is to have the audit completed by the middle of March.
15. Chris Johnson asked for a motion to approve the Board meeting schedule with proposed dates.
 - a. Antoinette Archer made a motion to approve the 2019 Board meeting schedule. The motion was seconded by Elizabeth Branch. With no opposition, the motion carried.
16. Board Committee Reports
 - a. Bruce Sobczak had no additional information from his earlier discussion.
 - b. Dr. George Lyons stated that the RFP Review Committee met multiple times over the summer. The Committee made a recommendation to the CEOs for the Executive Director to move forward with contract negotiations. The CEOs approved the recommendation and Ryan is currently in negotiations.
 - c. Keith Boswell provided an overview of the Outreach Committee and his vision that will have all the Economic Development staff in the local areas as members to move forward.
17. Ryan Follett reported that the emergency contract with the Youth Services Provider will end on October 31, 2018. A draft of the new contract has been sent to the Board's attorney and to Pathways for review. A meeting has been scheduled for October 29th to execute the contract. With the execution of the contract there will be no interruption of services for the participants.
18. Chris Johnson asked for a motion to enter closed session at 10:16 a.m.
 - a. Karen Alyward made a motion to enter into closed session to discuss personnel matters. The motion was seconded by [inaudible]. With no opposition, the motion carried. At 10:16 a.m., the Board entered closed session.
19. Chris Johnson asked for a motion to leave closed session at 10:46 a.m.
 - a. Elizabeth Creamer made a motion to leave closed session. The motion was seconded by Dale Batten. With no opposition, the motion carried. At 10:46 a.m., the Board exited closed session.
20. Meeting Adjourned at 10:50 a.m.

BYLAWS of the CRATER REGIONAL WORKFORCE DEVELOPMENT BOARD
Approved by the Crater Regional Workforce Development Board: March 15, 2018

AMENDMENT

Pursuant to ARTICLE XI, AMENDMENTS, of the By-Laws of the Crater Regional Workforce Development Board (hereinafter referred to as "CRWDB"), an amendment to said By-Laws was adopted by majority vote at a regularly scheduled meeting of the CRWDB on the seventeenth day of January in the year two-thousand-nineteen. The following amendment to the CRWDB By-Laws shall be attached to, and become a part of, said By-Laws. This action provides for the amendment of no Article, Section, or Subsection of the CRWDB By-Laws other than those specifically documented below.

Article subject to amendment: ARTICLE VIII. MEETINGS, Section 1, Public Meetings (B)

"The use of technology such as phone and web-based meetings may be used to ensure members actively participate in meetings."

Justification for amendment: Conflict with the Code of Virginia Freedom of Information Act

The Code of Virginia, Title 2.2. Administration of Government, Chapter 37. Virginia Freedom of Information Act, § 2.2-3707. Meetings to be public; notice of meetings; records; minutes (B) reads: "No meeting shall be conducted through telephonic, video, electronic or other electronic communication means where the members are not physically assembled to discuss or transact public business, except as provided in § 2.2-3708.2 or as may be specifically provided in Title 54.1 for the summary suspension of professional licenses."

Amendment to CRWDB By-Laws: ARTICLE VIII. MEETINGS, Section 1, Public Meetings (B) shall be, as of the adoption date of this amendment, rendered null and void.

I attest to the following: The above documented amendment to the By-Laws of the CRWDB was adapted by not less than a majority vote of the CRWDB at a regularly scheduled meeting where at least a quorum was present.

Chair of the Crater Regional Workforce Development Board

Date

I attest to the following: The above documented amendment to the By-Laws of the CRWDB has been approved by the Crater Region Chief Elected Officials Consortium.

Chair of the Crater Region Chief Elected Officials Consortium

Date

Section 2. Election of Officers

The CRWDB shall elect officers in the last regularly scheduled meeting before July 1 of each year in which the term of an officer is to expire. The term shall commence on the first subsequent meeting.

Section 3. Term of Officers

- A. The term of each officer shall be two (2) years.
- B. There shall be no consecutive term limits for officers.
- C. An officer shall serve his or her term until a successor is elected or until death, resignation or removal from office for cause.
- D. Should an officer be removed from the Board or resign from the Board or from the position of officer, the individual(s) sitting in office under the vacancy shall advance to the next seat and the newly created vacancy for the office of Secretary/Treasurer shall be filled by majority vote at the next scheduled meeting of the CRWDB. An officer selected to fill a vacancy shall serve for the remainder of the term of the individual whose vacancy s/he is selected to fill

Section 4. Duties of Officers

A. *Chair.* The CRWDB Chair shall:

- 1. Represent the CRWDB to the CEO and the general public;
- 2. Preside over all regular and special meetings of the CRWDB;
- 3. Serve as Chair of the Executive Committee of the CRWDB;
- 4. Prepare the agenda for CRWDB meetings in consultation with the CRWDB Executive Director;
- 5. Appoint all committee Chairs and committee members, in consultation with the CRWDB Executive Director;
- 6. Determine the sections of the annual WIOA Local and Regional Plans that are to be developed by the CRWDB and Youth Committee because those sections relate to eligible youth, and determine the duties of the Youth Committee in addition to those described in the WIOA; and
- 7. Assign and delegate such responsibilities from time to time.

B. *Vice Chair.* The CRWDB Vice Chair shall:

- 1. In the absence of the CRWDB Chair, perform all the duties of the CRWDB Chair; and
- 2. Assign and delegate such responsibilities from time to time.

C. *Secretary/Treasurer.* The CRWDB Secretary/Treasurer shall:

- 1. In the absence of the CRWDB Chair and CRWDB Vice Chair, perform all duties of the CRWDB Chair; and
- 2. Assign and delegate such responsibilities from time to time.

Section 5. Removal of Officers

The removal of an officer shall require a two-thirds majority vote of the CRWDB and conform to the procedures for member removal as outlined in these bylaws.

ARTICLE VIII. MEETINGS

Section 1. Public Meetings

- A. All meetings of the CRWDB and its committees shall be called and conducted in conformity with the provisions of the Sunshine Laws.
- B. The use of technology such as phone and web-based meetings may be used to ensure members actively participate in meetings.
- C. Robert's Rules of Order, Newly Revised, shall guide. CRWDB meetings in all cases in which they are applicable and to the extent in which they are not in conflict with these bylaws and other applicable law.
- D. Regular meetings of the CRWDB and its standing and/or ad hoc committees shall be published annually in June for the period of July 1st to June 30th of the coming program year.
- E. Special meetings of the CRWDB may be called at any time by any officer of the CRWDB for any purpose.
- F. Notice of the time and place of special meetings shall be provided to each member and the public in accordance.
- G. The presiding officer of a meeting, at his/her discretion, may adjourn any meeting, whether a quorum has been established or not, to another time and place. The same meeting may not be adjourned more than once.

Section 2. Quorum

- A. A simple majority of appointed members shall be present at the primary meeting location to constitute a quorum for the transaction of business at all CRWDB and designated standing committee meetings.
- B. A meeting at which a quorum is initially established may not continue to transact business or to discuss business if the quorum is not maintained due to the withdrawal or departure of members.

Section 3. Voting

- A. Each member or his/her proxy /designee of the CRWDB shall be entitled to one vote on an action.
- B. No member of the CRWDB shall cast a vote on any matter which has direct bearing on services to be provided by the member or any organization with which that member is associated, or would otherwise be the basis for a conflict of interest, as outlined in these bylaws in Article X. Conflict of Interest, Ethics & Economic Interests, Section 1.
- C. Action brought before the CRWDB shall be resolved by a vote of a simple majority of the members present, provided a quorum is present.
- D. At the request of any member, or upon the discretion of the Chair, a roll-call or ballot vote may be requested for any action of the CRWDB.

ARTICLE IX. COMMITTEES

Section 1. General

- A. All standing committees established under the CRWDB shall conform to the bylaws of the full CRWDB.
- B. All actions of CRWDB standing committees and workgroups are advisory to the CRWDB.
- C. Chairs of the CRWDB standing committees, in consultation with the CRWDB Executive Director, shall prepare the agenda for meetings.

Section 2. Executive Committee

- A. The Executive Committee shall be comprised of the following Board members: Chair, Vice Chair, Secretary/Treasurer, and the Chair of the four standing committees.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOCAL WORKFORCE DEVELOPMENT AREA #15 (CRATER REGION)
ELECTED OFFICIALS CONSORTIUM
AND
CRATER REGIONAL WORKFORCE DEVELOPMENT BOARD**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the CRATER REGION ELECTED OFFICIALS CONSORTIUM, (hereinafter referred to as the "Consortium") and the CRATER REGIONAL WORKFORCE DEVELOPMENT BOARD (hereinafter referred to as "CRWDB") of the Local Workforce Development Area 15 (encompassing the following jurisdictions: Colonial Heights, Dinwiddie, Hopewell, Emporia, Greenville, Petersburg, Prince George, Sussex, Surry).

WITNESSETH

WHEREAS, for the purposes of this MOU, the Consortium is the legal representative of the Chief Elected Official for each member jurisdiction designated under the Workforce Innovation and Opportunity Act (WIOA) in Public Law 113-128 (hereinafter referred to as "the Act"); and

WHEREAS, one member jurisdiction, City of Petersburg, has been designated as the local grant recipient with each member jurisdiction maintaining responsibility for their portion of the WIOA funding; and

WHEREAS, the Crater Regional Workforce Development Board has been designated as the fiscal agent in accordance with the requirements of the Act; and

WHEREAS, the Consortium is the appointing authority for the Local Workforce Development Board under Section 107(b)(1) of said Act; and

WHEREAS, it is the responsibility of the Workforce Board to develop the local workforce development plan and to coordinate and conduct oversight of the "One-Stop" System, and the Act's Title I activities in this Local Workforce Development Area in partnership with the Consortium; and

WHEREAS, the use of the terms "in partnership with" and "in cooperation with" the Consortium and CRWDB as referenced in the Agreement are synonymous for the purposes of this document;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the Consortium and the CRWDB do agree as follows:

- H. Maintain Local Workforce Board Membership Certification every 2 years – this responsibility is administered by a CRWDB staff member as directed by the CEOs;
- I. Liaison with other Consortia;
- J. Approve the budget;
- K. Accept Annual Audit;
- L. Hire CRWDB Executive Director
- M. Approve CRWDB By-laws;
- N. Determine composition of annual Statement of Economic Interest form for CRWDB membership – this responsibility is administered by a CRWDB staff member as directed by the CEOs.

II. CRWDB Authority:

- A. Organize the regional workforce system to most effectively serve the needs of current and emerging private sector employers and job seekers;
- B. Coordinate the provision of comprehensive services to regional private sector employers;
- C. Coordinate the deployment of available resources to achieve negotiated local performance accountability measures and build capacity for continuous improvement;
- D. Expand the resource base and service capability through the development of strategic partnerships, in an integrated service delivery system, and generation of additional public and private funding;
- E. Select service providers (subgrantees) for WIOA programs;
- F. Determine eligibility and selection of Training providers for the WIOA Title I programs (Adult and Youth) administered by the CRWDB;
- G. Develop policy;
- H. Develop LWDB By-laws;
- I. Develop budget for the purpose of carrying out the duties of the CRWDB;
- J. Secure Partner Memoranda of Understanding;
- K. Appoint members of the CRWDB Committees;
- L. Assist the Governor in developing a statewide statistics system;
- M. Coordinate the workforce activities authorized under WIOA with local economic development strategies; and develop employer linkages with those activities;
- N. Promote the participation of local private sector employers through the statewide workforce development system;
- O. Responsible for any other activity as required by WIOA, Section 107(D) or by the Governor;
- P. Serve as the designated local regional convener in addressing workforce development issues, including but not limited to WIOA activities;
- Q. Meet at least quarterly and review presented financial reports that reflect actual expenditures and their relationship to the approved budget as well as workforce program outcomes and their relationship to negotiated performance levels.

- C. CRWDB Administrative Costs: Administrative costs will consist of staff salaries and benefits, and the cost of operating and maintaining the administrative office.
- D. Adherence to Required Public Reviews and Comments: All meetings of the CRWDB; Board Committees, and the CEO Consortium will be advertised in advance; open to the public, and allow for comment time on the agenda. Notices of the Strategic Plan, solicitation of requests for proposals for program-operators and vendors will be made available to the public for review/comment in accordance with the Act.
- E. The CRWDB and Consortium shall concur, by quorum vote, to approve the Strategic Plan prior to its submission to the Governor.
- F. The CRWDB agrees to provide monthly reports to the Consortium indicating progress toward completion of the goals and objectives of the local plan and other LWDA initiatives. All reports shall be due within fifteen (15) business days of the end of report-month.
- G. The CRWDB agrees to carry out its responsibilities to ensure the appropriate utilization of funds under the Act.

V. Crater Regional Workforce Development Board Detail:

- A. By-Laws: The CRWDB and the Consortium may establish By-Laws and/or operating procedures for their respective organizations, which are consistent with the provisions of this or any other bilateral agreement between the affected parties. The Consortium shall approve the CRWDB By-Laws.
- B. CRWDB Membership Criteria: The Consortium shall appoint members of the CRWDB in accordance with the Act 107(b). The CRWDB shall consist of representation from each jurisdiction listed below:

Colonial Heights	Dinwiddie
Emporia	Greensville
Hopewell	Petersburg
Prince George	Surry
Sussex	

C. Board Composition:

- Business Representatives - At least the majority (51%) of CRWDB membership must be representatives of business in the local area. The business representatives shall include owners of businesses, chief executives or operating officers of business or other business executives, including small businesses, business organizations, or human resources executives with optimum policy-making or hiring authority that provide employment opportunities in in-demand sectors or occupations as defined in WIOA. Efforts will be made to include broad representation of businesses though out the localities, consisting of both large and small employers.
- Local Educational Entity - At least one (1) manager who directly administers WIOA Title II Adult Education and Family Literacy (AEFLA) activities locally.

member's organization or sector represented may attend, participate, and vote at CRWDB meetings in the absence of the CRWDB member.

E. Committees of the Consortium:

1. Executive Committee - Shall consist of up to 3 members that include the Consortium Chair and Vice-Chair and may include a member selected at-large from the Consortium. The Executive Committee, on vote by the Consortium, may act in place of the Consortium. The actions of the Executive Committee do not relieve the Consortium from any fiscal obligation or liability.

F. Committees of the CRWDB:

1. Executive Committee
2. Public Outreach Committee
3. Business Services Committee
4. Training Provider Committee
5. Youth Services Committee
6. Others as needed

G. Cause for Removal: Any member(s) of the CRWDB may be removed therefrom by the Consortium for cause based on the following criteria:

1. A CRWDB member may be removed from the CRWDB if the member's conduct or action(s), in his/her capacity as a member or personal/professional dealings, is having or will have a severe detrimental effect on the ability of the CRWDB to conduct its business.

H. Filling of Vacancies: Vacancies in the CRWDB will be reported in a timely manner to the Consortium and the Consortium shall fill the vacancy in accordance with the Act.

1. The Consortium shall contact the appropriate entities in the local area for nominations to appoint members and/or fill vacancies on the CRWDB from business, local educational entities and labor representatives.
2. Private sector representatives are to be selected from individuals nominated by local business organizations, other businesses, local boards of supervisors, or an individual business may nominate himself/herself. Private sector representatives can include owners of businesses, chief executives or operating officers of businesses and other business executives with optimum policy making or hiring authority.
3. Non-mandatory educational entity representatives must be selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, and postsecondary educational institutions.
4. Labor representatives must be selected from among individuals nominated by local labor federations (or in a local area in which no employees are represented by such organizations, other representatives of employees, such as employee organizations and/or the state AFL/CIO).
5. For all other members, the Consortium should consult with the appropriate groups in the local area for possible individuals to serve.

is prepared. If it is determined during a meeting that a conflict of interest exists, the member must verbally declare such conflict exists, such declaration must be clearly noted in the minutes, and such member must excuse himself from the remainder of the discussion and voting on that item. Each CRWDB member is responsible for determining whether any potential or actual conflict of interest exists or arises during his tenure on the CRWDB.

7. If a contract or purchase is made by the CRWDB involving its own member with a conflict of interest, the CRWDB shall justify the terms and conditions of the contract or purchase and document that the contract or purchase was adequately bid or negotiated and the terms of the contract or price of the purchase is fair and reasonable.
8. CRWDB members who are also One-Stop Operators shall not serve on any committees that deal with oversight of the One-Stop system or allocation of resources that would be potentially allocated to that member's program.

J. Grievance Procedure: See Attachment 1

K. Indemnification:

1. The CRWDB and Consortium recognize the need to protect all members of the CRWDB and the Consortium against loss, liability or damages that may result from their joint and separate actions in performing the responsibilities under the Act. The Consortium and CRWDB agree that adequate insurance shall be provided.

L. Voting:

1. All approvals under this agreement shall require approval of a majority of the members present at a meeting of such said bodies, unless a vote of greater than a simple majority is called for in the by-laws of the respective body.
2. Votes on matters that require concurrence of the CRWDB and the Consortium members shall be by roll call and recorded in the minutes of the respective bodies.
3. Alternates of the Consortium and CRWDB may vote at the respective meetings in the absences of the member.
4. Absentee voting is not allowed by either the CRWDB or the Consortium.

M. Quorum:

1. A simple majority of the membership shall constitute a quorum for the purposes of conducting the business of the CRWDB and Consortium.

VI. General Administrative Provisions

A. Delivery of Notices and Reports: Notices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address to notify the other in writing within a reasonable time:

1. To the Official addressed to: CRWDB Chair
2. To the Official addressed to: Consortium Chair
3. To the Official addressed to: Executive Director

place of the meeting, members present, the substance of all official actions, a record of the roll call votes, and the names of any citizens who appeared and gave testimony.

4. Closed executive sessions may be used according to the provisions of the Virginia Freedom of Information Act. Such session may be held during or after an open meeting or may be announced for a future time. If closed session is not announced for a specific time, the CRWDB and Consortium members must be notified 24 hours in advance of the date, time, location and purpose of the session. The reason for holding an executive session must be announced at the open meeting either immediately prior or subsequent to the executive session.
5. Official action on any matter discussed at an executive session must be taken at an open meeting.
- F. Non-Exclusion of Members: The CRWDB and Consortium shall not exclude members of either body from meetings in closed session when the matter under discussion concerns programs, plans, budgets, or staff under this agreement.
- G. Nondiscrimination: During the term of this agreement the CRWDB, Consortium, the Administrative Entities and Grant Recipients agree not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including Section 188 of the Act and applicable Virginia Statutes. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations for employment placed on their behalf, state that the aforementioned are "Equal Opportunity Employers".
- H. Terms of the Agreement: The term of this agreement shall commence as of July 1, 2018 and shall continue through June 30, 2020. The CRWDB and the Consortium shall review this agreement by January 31, 2020, in order to draft a successor agreement, if needed.
- I. Amendment of Agreement:
 1. Either party may propose amendments to this agreement at any time. Requests for amendment shall be authorized in accordance with the By-Laws of the body initiating the request. The body may consider no proposed amendment unless a written copy has been mailed to the members of the body at least ten (10) days prior to consideration. Any amendment(s) to amendment(s) so proposed shall be considered in order.
 2. Proposed amendment(s) approved in accord with the above shall be mailed to the other party.
 3. The other party must respond with a written notice of concurrence or non-concurrence, or a written request to negotiate.

Attachment 1

Crater Regional Workforce Development Board LWDA-15

Policy Number 2018-01
Effective Date: March 15, 2018

Title: WIOA Grievance and Complaint Process

Purpose

To communicate the requirement of grant recipients to establish and maintain procedures providing for the prompt investigation and equitable resolution of grievances and complaints alleging violations of the Workforce Innovation and Opportunity Act of 2014 (WIOA).

This policy sets forth the procedures required under the Workforce Innovation and Opportunity Act of 2014 (WIOA) to address grievances or complaints alleging a violation under the requirements of WIOA by the Commonwealth of Virginia, the Crater Regional Workforce Development Board, a One-Stop Center, Service or Training Providers.

This policy does not address the procedure for processing complaints alleging discrimination under WIOA section 188 and/or CFR part 37. Such complaints must be handled in accordance with the procedures set forth in that regulatory part. Questions about or complaints alleging a violation of the non-discrimination provision of WIOA section 188 may be directed or mailed to the Equal Opportunity Officer, 22 W. Washington St., Petersburg, VA 23803 for processing.

References

P.L. 113-128, Workforce Innovation and Opportunity Act, Section 181(c).

violations of the requirements of WIOA and/or provisions of the related agreement. These grievances or complaints may be submitted by participants and other interested parties affected by the local workforce development system, including one-stop partners and service providers.

Filing a Grievance or Complaint

The One-Stop Center, Service or Training Provider shall provide participants with the name, address and telephone number of the agency's official and the CRWDB Executive Director/designee to whom grievances and complaints can be directed. Example of who may file a grievance or complaint includes the following:

1. Applicants or registrants for aid, benefits, services or training,
2. Eligible applicants/registrants,
3. Participants,
4. Employers
5. Applicants for employment under WIOA
6. Service providers or
7. Eligible service providers

Each grievance or complaint must be filed, in writing, within thirty (30) calendar days of the alleged situation and must contain the following information:

1. The name, address and phone number of the person filing the grievance or complaint;
2. The date of the alleged situation and the date the grievance or complaint was filed;
3. The identity of the respondent (i.e. the individual or entity against whom the grievance or complaint is alleged);
4. A description of the allegation(s). This description must include enough detail to allow the reviewer to decide whether the allegation(s), if true, would violate any of the provisions of WIOA; and
5. The signature of the person filing the grievance or complaint.

Methods of Resolution/Disposition of Complaints

Upon receipt of the grievance or complaint, the reviewer will provide written notice to the grievant or complainant. This correspondence will be sent within five (5) business days and must include the following:

1. A summary of the allegation(s) submitted;
2. The date, time and place of the meeting or hearing with the reviewer;
3. A notice that the CRWDB Executive Director may arrange for an informal resolution to the complaint prior to the official meeting or hearing;
4. A notice that the grievant or complainant may be represented by an attorney; and
5. A notice that the grievant or complainant may be present witnesses and documentary evidence

violations of their requirements of WIOA and/or provisions of a related agreement. These grievances or complaints may be submitted by participants and other interested parties affected by the local workforce development system, including One-Stop Centers, Center Partners, Service and Training Providers. The Crater Regional Workforce Development Board will review:

1. Appeals of decisions made at the local agency level during the grievance and complaint process;
2. Grievances or complaints alleging a violation of the requirements of the WIOA and/or provisions of a related agreement, filed by interested parties who have no recourse to the grievance and complaint procedure of a local agency, but who are affected by the WIOA programs offered through the Virginia Workforce Network;
3. Grievances or complaints from eligible providers of training services who are denied equitable opportunities to provide training programs to WIOA participants, by a one-stop center or program operator, or otherwise adversely affected by the one-stop center or program operator.*

*Grievances or complaints from providers of training services who are denied eligibility by the CRWDB, or who's eligibility is terminated or otherwise adversely affected by the CRWDB must file their complaints with the Commonwealth of Virginia.

Filing an Appeal

Each appeal must be filed, in writing, within 10 business days of the date of which the Notice of Final Action is received and must contain the following information:

1. The name, address and phone number of the person filing the appeal;
2. The identity of the respondent (i.e. the individual or entity against whom the grievance or complaint is alleged);
3. A description of the allegation(s). This description must include enough detail to allow the reviewer to decide whether the allegation(s), if true, would violate any of the provisions of WIOA;
4. Pertinent dates, including the date on which the grievance or complaint was filed at the local agency level, the date of the alleged occurrence for which the grievance or complaint was filed and the date a written decision was issued (or should have been issued);
5. If applicable, copies of the provisions of the WIOA, the regulations, etc. which are believed to have been violated;
6. A statement disclosing other steps pursued at any level regarding the grievance or complaint in question;
7. A copy of the agency's Notice of Final Action, if such was rendered; and
8. The signature of the person filing the appeal.

NOTE: The appeal must be accompanied by all documentation submitted to the

5. The date of disposition of the grievance or complaint; and
6. Any other pertinent information

To the maximum extent possible, the identity of any person who has furnished information relating to, or assisting in, an investigation of a possible violation of the WIOA shall be kept confidential. The information may only be used for the purposes of:

1. Record keeping and reporting;
2. Determining the extent to which an entity is operating its WIOA funded programs or activities in a nondiscriminatory manner; or
3. Other use authorized by the nondiscrimination and equal opportunity provisions of WIOA

ANNUAL DISCLOSURE STATEMENT of ECONOMIC INTERESTS
For
**Crater Regional Workforce Development Board Members, Committee
Members and Alternates**

2018-19

BACKGROUND

All members of the Crater Regional Workforce Development Board and committees (hereafter referred to as Board Members) serve in the public interest and trust and have a clear obligation to conduct all matters within their purview in a manner which is consistent with that concept. Decisions made by the Board and committees are to be based on promoting the best interests of the jurisdictions they serve, the Commonwealth of Virginia and the public good. In serving on the Board and committees, both voting and non-voting members must understand and adhere to the following policy guidelines.

GUIDELINES

- A. All Board Members are subject to the provisions of the State and Local Government Conflict of Interest Act as applicable.
- B. Board Members must neither cast a vote on, nor participate in, any decision-making capacity on the provision of services by such member (or by an organization that such member directly represents); nor on any matter which would provide any direct benefit to such member or the immediate family of such member.

Immediate family means (1) a spouse and (2) any other person residing in the same household as the member, who is a dependent of the member or of whom the member is a dependent.

Dependent means any person, whether or not related by blood or marriage, who receives from the member, or provides to the member, more than one-half of his financial support.

- C. Any Board Member (or specific entity represented by that member) who participates in the development of contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.
- D. Any Board Member who participates in a Board or committee decision relating to specific terms of a contract, the determination of specific standards for performance of a contract, the development of Invitations for Bid or Requests for Proposals or other such bid processes leading to a contract, or any similar decisions, is prohibited from receiving any direct financial benefit from any resulting contract. In addition, no corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, trust, foundation or other entity shall receive the contract if it would create a conflict of interest for the Board Member who participated in this matter.
- E. Any Board Member with potential or actual conflict of interest must disclose that fact to the Board or committee as soon as the potential conflict is discovered and, to the extent possible, before the agenda for the meeting involving the matter at issue is prepared. If it should be determined during a meeting that a conflict of interest exists, the member must

verbally declare such conflict of interest, such declaration must be clearly noted in the minutes, and such member must excuse himself for the remainder of the discussion and voting on that item. Each Board Member is responsible for determining whether any potential or actual conflict of interest exists or arises him/herself during their tenure on the Board or committee.

- F. Board Members, who are also One-Stop Center Operators, Youth Program contractors, or other contractors shall not serve on any committees that deal with oversight of the System or allocation of resources that would potentially be allocated to that member's program.
- G. All members of the Board are subject to all other provisions of the State and Local Government Conflict of Interest Act not outlined above.

ATTESTATION

I understand and agree to abide by these guidelines, as a condition of my appointment and continued service to the Crater Regional Workforce Development Board and/or committee(s). I and/or members of my immediate family have a direct financial interest (i.e. employer, corporate officer, board member, stockholder, member, etc...) in the following business, organizations, boards or other groups which are currently involved with the Workforce Innovation and Opportunity Act (WIOA) System. In the event that additional financial interests become present, I will immediately so inform the Board.

<u>Name of Business, Organization, Board, Group(s) etc...</u>	<u>Affiliation</u>
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Name (Printed)

Signature

Date

Crater Regional Workforce Development Board
Board Meeting
January 17, 2019

Executive Director's Report

1. Rebranding Activities

- a. New website is live: www.vcwcraterregion.com – please take a minute to review. Additional information will be added ASAP. Also, please note that Board-related meetings are posted on the website in advance.
- b. New information materials have arrived and are being used.

2. Strategic Plan Update

Workforce Investment and Opportunity Act (WIOA) law requires Workforce Boards update their Strategic Plan every two years. We have begun that process. I anticipate the primary changes for the Crater Region being in the area of Labor Market Information. Any proposed changes must be reviewed by the Board, the public, and the Chief Elected Officials (CEOs) during a 30-day public comment period. I anticipate the review/public comment period beginning by February 1, 2019. All proposed changes and public comments will then be prepared for approval by the Board and CEOs during the month of March. The modified plan, including all public comments, must then be forwarded to the Title I Administrator for review. Once the Administrator's review is complete, the plan is forwarded to the State Workforce Board for final approval. Final approval should occur by June 28, 2019.

3. Relocation of Emporia WIOA Staff

Currently, the Board's Emporia-Center WIOA staff are located in a different area of the building from the Virginia Employment Commission (VEC) and Dept. for Aging and Rehabilitative Services (DARS) offices, as well as the Center Resource Room. We have made an agreement with VEC (primary lease-holder) to move the WIOA staff into the same suite with VEC and DARS. This move will improve access to the WIOA staff for both customers and partner agencies thus improving service provision. We anticipate the move to take place prior to the end of January, 2019.

4. Expenditure of WIOA Funds – Status Update

*Adult/Dislocated Worker: At the onset of the current contract, the infrastructure of this program was well established and functioning. CRWDB was approximately 6 months behind in overall spending (using an average of what should be spent monthly in order to use funds in a timely manner). At this time, the Service Provider (Job Assistance Center) is trending towards significantly reducing/removing the excess of Adult training funds by the end of their contract-period (July, 2019). Due to lack of need, we have not made progress in the expenditure of Dislocated Worker funds.

*Youth: When the current Service Provider (Pathways) began the emergency contract, the infrastructure of this program was not established – service provision had been sporadic for well over a year and referral sources were outdated and/or discontent. CRWDB was approximately 18 months behind in spending. While service and recruitment activities occurred during the emergency contract period, a significant amount of time was spent rebuilding the program's infrastructure. At the onset of the current contract, Pathways began recruiting in earnest. They are trending towards meeting/exceeding their service goals. However, it is not likely that Pathways will be able to exhaust the excess of Youth training funds prior to the end of the current program year which may result in the state rescinding a portion of those funds.

CRWDB and Pathways staff have developed an action plan to maximize service and support activities during the remainder of the contract in order to boost expenditures and outcomes. This plan includes activities such large-scale trainings, large-scale recruitment events, and financial incentives for customer participation.

Crater Regional Workforce Development Board

Program Revenue & Expenditure Financial Report

As of December 31, 2018

Notice of Obligation Revenue Sources	Annual Award	Last Year's Expenditures	Current Year's Expenditures	Eligible for Reimbursement
WIOA Programs PY 17 (Expires June 30, 2019)				
Adm	July 2017-June 2018	07/1/17 - 06/30/18	07/01/18 - 06/30/19	at November 30, 2018
	132,823.30	36,292.06	88,364.49	8,166.75
Adult	432,759.60	116,303.21	171,490.69	144,965.70
DLW	330,360.30	0.00	117,857.33	212,502.97
Youth	432,289.80	0.00	139,806.76	292,483.04
Total	\$1,328,233.00	\$152,595.27	\$517,519.27	\$658,118.46
WIOA Programs PY 18 (Expires June 30, 2020)				
Adm	July 2018-June 2019		07/01/18 - 06/30/19	
	124,529.40		0.00	124,529.40
Adult	421,084.80		0.00	421,084.80
DLW	297,786.60		0.00	297,786.60
Youth	401,893.20		0.00	401,893.20
Total	\$1,245,294.00		\$0.00	\$1,245,294.00
Other Programs				
LWDA Brand Transition Plan			07/01/18 - 06/30/19	
	16,699.00		12,843.45	3,855.55
Total	\$16,699.00		\$12,843.45	\$3,855.55
Grand Total	\$2,590,226.00	\$152,595.27	\$530,362.72	\$1,907,268.01

Program Years run July 1, 20XX to June 30, 20XX+1; the Board has two years to spend the money (July 1, 20XX to June 30, 20XX+2)
Dollars are spent on a first in, first out basis (PYXX funds are spent before PYXX+1 funds are spent)
All funds are held at the State level (Virginia Community College System (VCCS)). The Board requests reimbursement monthly.
Unspent funds at June 30, 20XX+2 remain with VCCS.