

**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, Greensville, 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:

## **I. Consortium Authority:**

- A. Consort as a Local Workforce Development Area;
- B. Act as Grant Recipient – The City of Petersburg, VA has been designated by the CEO Consortium as the Local Workforce Area Grant Recipient;
- C. Designate a Fiscal Agent – The Crater Regional Workforce Development Board has been designated by the CEO Consortium as the Local Workforce Area Fiscal Agent;
- D. Accept Fiscal Liability. In accordance with 20 CFR 683.710 (a), (b)(1)(2)(3)(4), the Chief Local Officials are liable and responsible for WOIA and other directly administered fund expended under the Act.

Funds are distributed and expended annually on the basis of need throughout the Crater Workforce Region's nine (9) cities and counties. This distribution is based upon the need of the area within the Region until the CEOs determine an alternative allocation formula for within the Crater Region.

In the event that any expenditures of funds under the Act distributed to the Workforce Area are disallowed by the Commonwealth of Virginia:

1. The administering agency shall make every attempt to recover the disallowed expenditure of funds from the subgrantee or vendor.
  2. If the disallowed expenditure of funds cannot be recovered from the subgrantee or vendor but are eligible for recoupment in one or more future program years, at the absolute discretion of the Chief Elected Officials, such disallowed expenditure of funds shall be recouped in one or more future program years.
  3. If such funds cannot be recouped as indicated in D1 or from D2 above, then liability for repayment of those disallowed funds shall be distributed in accordance with an allocation as determined by the CEOs. The allocation will be based upon the proportionate share of the labor market of each city/county unless the disallowed expenditure can be traced to a particular individual, employer, subgrantee, or vendor within one or more cities/counties, in which case the costs will be borne by that or those identified city(s) and county(s).
- E. Provide public notice of the intent to solicit nominations for LWDB membership, including the process to be used for nomination and selection – this responsibility is administered by a CRWDB staff member as directed by the CEOs;
  - F. Appoint Local Workforce Development Board Members;
  - G. Submit annually to the Virginia Board of Workforce Development updated LWDB membership information including contact information, the annual budget for the Local Board and One-Stop Operations, and other expenditures – this responsibility is administered by a CRWDB staff member as directed by the CEOs;

- 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 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.

### **III. In Partnership with\* the Consortium, the CRWDB will:**

- A. Develop a vision and goals for the local workforce development system that are aligned with both the economic development missions for the local area and the Virginia Board of Workforce Development's (VBWD) goals;
- B. Develop a local strategic plan that meets the requirements of Section 108 of the WIOA to include a workforce demand plan and a plan for business engagement – this plan will be updated annually and revised every five (5) years;
- C. Selection of the One-Stop Operator(s) through a competitive process and may terminate for cause the eligibility of One-Stop Operator(s);
- D. Approval of the local One-Stop Operations budget;
- E. Perform any other activities as required by the Workforce Innovation and Opportunity Act, Section 107(d), by state statute or by the Governor;
- F. Develop a Consortium Agreement to deliver the responsibilities as specified in the VBWD Policy that includes which locality/organization will serve as the fiscal agent and administrative grant recipient;
- G. Develop an agreement between the Consortium and the CRWDB that specifies their respective roles and how each will carry out their partnership responsibilities for governance and oversight;
- H. Perform audits of CRWDB subgrantees;
- I. Conduct oversight of local programs of Youth, Adult, and Dislocated Worker activities authorized under Title I of WIOA;
- J. Negotiate and reach agreement with the VBWD on behalf of the Governor on local performance accountability measures;
- K. Connect with the VBWD;
- L. Conduct oversight of the One-Stop System;
- M. Selection of eligible providers of Youth, Adult, and Dislocated Worker activities by awarding contracts on a competitive basis;
- N. Solicit and accept grants and donations from other sources;
- O. Require each CRWDB Member to submit an annual Statement of Economic Interest form and as a condition of assuming membership.

\*" In partnership with" is defined as keeping the Consortium informed and seeking guidance/input as needed.

### **IV. Details of CRWDB Operations:**

- A. CRWDB Staff: The Consortium will hire an Executive Director who will in turn hire staff necessary to carry out the operation of the administrative office of the CRWDB.
- B. The CRWDB staff will be employees of a selected employer-of-record, as determined by CRWDB's Employer of Record Policy.
- 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.
  - Labor Organizations - At least twenty percent (20%) of CRWDB members must be representatives of labor organizations nominated by local labor federations,

including joint-labor management registered apprenticeship programs, or where they do not exist in the local area, employee representatives. At least two (2) members or more must represent labor organizations; and one (1) member or more must represent a joint-labor management registered apprenticeship program; or where they do not exist, employee representative in accordance with WIOA.

- Community-Based Organization - At least one (1) member must represent a community-based organization with expertise in addressing the employment needs of populations with barriers to employment, including, but not limited to, those that represent or provide service to individuals with disabilities, veterans, WIOA eligible youth (including out-of-school youth), farm workers, homeless persons and immigrants.
- Economic Development Agency - At least one (1) member must represent an economic development agency, including private sector economic development entities and/or Small Business Development Centers.
- Wagner-Peyser - At least one (1) member must represent the State of Virginia Employment Service Office under Wagner-Peyser serving the local area.
- Rehabilitation - At least one (1) member must represent programs carried out under Title I of the Rehabilitation Act of 1973.
- Department of Social Services - At least one (1) representative shall be from the Virginia Department of Social Services;
- Membership may include other individuals or representatives of entities as the CEOs may determine to be appropriate. A single member of the CRWDB may be appointed as a representative of more than one entity on the CRWDB if the individual meets all the criteria for representation in accordance with WIOA.

D. Alternates or Designees of Official Appointments:

1. Consortium - The representative to the Consortium shall be a member of the governing body of the member jurisdiction. The term "Chief Elected Official" means the chief elected executive officer of a unit of general local government in a local area or an elected official so designated by the Chief Elected Official. A member jurisdiction may appoint an alternate elected official to attend Consortium meeting(s) as the Chief Elected Official's proxy. When the alternate so serves, the alternate shall have the same powers and responsibilities as those possessed by the member of the governing body including the right to vote on all matters and shall be counted when determining a quorum. Each member jurisdiction shall determine the length of term for its representative and be responsible for filling the vacancy of its representative who is no longer qualified to serve. Alternates may attend, participate, and vote at Consortium meetings in the absence of the member; however, the Chief Elected Official maintains the fiscal responsibility and liability for all decisions made as a Consortium.
2. CRWDB Alternates: In the course of the CRWDB's operation, alternates who are designated by the Board Member and have similar policy-making authority in the



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.

6. CRWDB's Administrative Assistant will function as staff to the CEOs for the purpose of facilitating the maintenance of the Board's membership/representation and meeting the Act's requirements regarding membership and representation. Nomination forms may be obtained by contacting the Administrative Assistant-or Executive Director.

I. Conflict of Interest:

1. Members of the CRWDB and staff must maintain the public trust for use of the federal and state funds for the purpose of carrying out program requirements including the responsibility to maintain the reputation and integrity of the program. All decisions of the CRWDB and Consortium are to be based on promoting the best interests of the state and public good. All members of the CRWDB, Consortium, and committee members (whether voting or non-voting) are subject to all provisions of the state and local government Conflict of Interest Act.
2. The CRWDB will establish written policies for itself and all committees and subcommittees thereof, in by-laws, to adhere to conflict of interest policies established by the state, local government and the Act.
3. A member of the CRWDB, Consortium or Committee of the CRWDB must neither base 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 that would provide any direct benefit to such member of 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, which receives from the member, or provides to the member, more than one-half of his/her financial support.
4. Any CRWDB or Consortium 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.
5. Any CRWDB or Consortium member who participates in a 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 CRWDB or Consortium member who participated in this manner.
6. Any CRWDB member with a potential or actual conflict of interest shall disclose that fact to the CRWDB 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 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

4. To the CRWDB addressed to: Crater Regional Workforce Development Board, 22 W. Washington Street, Petersburg, VA 23803
- B. Open meetings required: All meetings of both the Consortium and CRWDB and their respective committees and subcommittees are open to the public.
- C. Meeting Dates: The CRWDB and the Consortium shall meet at least quarterly or as needed.
- D. Public Records: The CRWDB and the Consortium and their respective committees and subcommittees shall maintain copies of records of their activities in all major areas, including all meeting agendas and minutes, contracts, fiscal and management documentation. The administrative entity shall be the custodian of the public records of the CRWDB and the Consortium. The CRWDB and the Consortium shall send copies of all agendas of all meetings and provide minutes thereof to the members of both bodies at all times.
- E. Sunshine Provision - The CRWDB and the Consortium
  1. The CRWDB and the Consortium shall share information regarding its meetings and activities with the public subject to the provisions of the Virginia Freedom of Information Act.
  2. The CRWDB and the Consortium shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the CRWDB and the Consortium, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of One-Stops, consistent with the State Plan, and the award of contracts to eligible service providers, and minutes of formal meetings of the CRWDB, the Consortium, and their respective committees and subcommittees.
  3. The CRWDB, Consortium and any subcommittees authorized to take official action on behalf of the CRWDB or Consortium must do the following:
    - a. Take official action and engage in deliberations only at meetings open to the public. "Official action" includes making recommendations, establishing policy, making decisions, and/or voting on matters of CRWDB or Consortium business. "Deliberations" are discussions necessary in order to reach decisions at CRWDB or Consortium meetings.
    - b. Ensure that all meetings are held in an accessible location for the disabled and that all information is provided in accessible and alternate formats.
    - c. Give public notice of meetings in accordance with applicable state code provisions, including public notice in advance of any special meeting or rescheduled regular meeting. No public notice need be given of an emergency meeting called to deal with a real or potential emergency involving a clear and present danger to life or property.
    - d. Ensure that votes of CRWDB and Consortium members be publicly cast and, in the case of roll call votes, recorded.
    - e. Keep written minutes of all public meetings, including date, time and

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, 2020 and shall continue through June 30, 2022. The CRWDB and the Consortium shall review this agreement by January 31, 2022, 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. An amendment to amendment(s) so proposed shall be in order.
  2. Proposed amendment 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.

- J. Construction: Should any part, clause, paragraph or sentence of this agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of the agreement shall remain in full force and effect unless amended in accord with the article.
- K. **Signatory Powers:** Chairpersons of the CRWDB and Consortium are authorized to commit for their respective boards documents binding the Consortium with state requirements. The CRWDB Executive Director is authorized to sign contractual agreements with program operators, vendors, and contractors.
- L. **Fiscal Agent:** The CRWDB Executive Director and the Finance Director of the Grant Recipient Locality are authorized to sign checks and vouchers related to operating the administrative office. In the absence of the Executive Director the CRWDB Secretary/Treasurer and, in the absence of the Grant Recipient Locality's Finance Director the Chief Elected Official of the Grant Recipient Locality, are authorized to perform this duty. Checks in the amount of \$1,500.00 or greater will require the signature of one (1) authorized signatory from both the CRWDB and the Grant Recipient Locality (two signatures).
- M. **Entire Agreement:** The entire agreement of the parties is contained herein and this agreement supersedes any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

**VII. Ratification of Agreement:**

- A. This agreement shall require the approval of the CRWDB and the Consortium by a majority vote of the members present at a meeting of the bodies authorizing the execution of the agreement.
- B. Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties to enter into this agreement, and the parties jointly and separately accept the responsibility for the operation of the program under the Act.

**IN WITNESS, THEREOF:**

\_\_\_\_\_  
Consortium Chair

\_\_\_\_\_  
Printed Name of Consortium Chair

\_\_\_\_\_  
Date

Amanda Wilson  
\_\_\_\_\_  
CRWDB Chair

*Amanda Wilson*  
\_\_\_\_\_  
Printed Name of CRWDB Chair

12/08/2020  
\_\_\_\_\_  
Date

**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). Federal Register, August 19, 2016, Part VI, Department of Labor, Employment and Training Administration, 20 CFR Part 603, 651, 652, et al. Workforce Innovation and Opportunity Act; Final Rules. 20 CFR Part 683, Subpart F- Grievance Procedures, Complaints, and State Appeals Processes. 29 CFR Part 38, WIOA Section 188 Nondiscrimination and Equal Opportunity Regulations.**

**Definitions:**

The following terms, when used in this policy, having the following meanings unless the context states otherwise:

**Complainant** -an individual, group or agency that files a formal complaint alleging violation of WIOA and/or provisions of a related agreement or service.

**Direct Recipient** –includes any person or government department, agency or establishment that receives WIOA funds through a local area to carry out WIOA

programs but does not include an individual who is a beneficiary of such programs.

**Grievant** –a person, group or agency that files a formal grievance alleging a violation of the WIOA and/or provisions related agreement or service.

**Interested Parties**- includes sub-grantees, subcontractors, service providers, employees, One-stop partners, and training providers

**Participant** -an individual who has been determined to be eligible to participate in and who is receiving services except follow-up services authorized under the WIOA, under a program authorized by the WIOA. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving subsidized employment training or other services provided by WIOA.

**Respondent**- the individual or entity against whom the grievance or complaint is alleged.

### **Policy Statement**

The Crater Regional Workforce Development Board, the Crater Regional Workforce Center and the Emporia Satellite office adopts the following for dealing with grievances and complaints, provides for prompt resolution within 60 days of receipt of the written complaint, and provides opportunity for the grievant or complainant to appeal to the LWD level decision to the local Crater Regional Workforce Development Board when he/she is dissatisfied with the One-Stop Center's decision or no decision has been reached within 60 calendar days.

### **GRIEVANCES AND COMPLAINTS PROCESSING**

The grievance and complaint review procedure for the local level apply to alleged 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

Each One-Stop Center, Service or Training provider must notify the CRWDB Executive Director/designee, in writing, of the complaint within 48 hours of receiving the complaint. The CRWDB Executive Director/designee has a maximum of sixty (60) calendar days to conduct an investigation of the allegations and offer a resolution to the complaint.

### Notice of Final Action

Once the investigation is complete and a decision has been reached, a Notice of Final Action must be sent to the grievant or complainant with a copy to the agency. If an informal resolution was provided, the Notice of Final Action must summarize the resolution agreed upon. If no informal resolution was provided, the Notice of Final Action must contain the following information:

1. The reviewer's decision and the reasons supporting the decision;
2. A brief description of the investigation process implored to reach the decision;
3. A notice that, if no decision is reached within 60 days or if dissatisfied with the decision, the grievant or complainant may appeal to the Commonwealth of Virginia within 10 business days of receipt of the Notice of Final Action; and

4. A notice that the grievant or complainant may seek a remedy authorized under another Federal, State or local law.

#### Record Keeping Requirements

Records regarding grievances and complaints must be maintained for at least three years from the date of resolution of the grievance or complaint. All records must include the following:

1. The name and address of the grievant or complainant;
2. A description of the grievance or complaint;
3. The date of the grievance or complaint was filed;
4. The disposition (final action);
5. The date of the 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 purpose 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.

#### **PROCESSING APPEALS OF AGENCY LEVEL GRIEVANCE AND COMPLAINT DECISIONS**

The grievance and complaint review procedures for the agency level apply to alleged 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 agency when filing the original complaint. Only information received by the agency during the initial investigation will be allowed as evidence in the appeal process.

### Methods of Resolution/Disposition of Complaints

Upon receipt of the written request for appeal and all of the pertinent information outlined above, the reviewer for the CRWDB will provide the grievant, or complainant, and the respondent with written acknowledgement of the appeal. This correspondence will be sent within five (5) business days and include both a summary of the allegations submitted and an offer to resolve the issue informally prior to rendering a decision based on the written records. Finally, the acknowledgement will include a notice that upon review of the documentary evidence presented, the reviewer will make his/her decision.

The reviewer may offer the opportunity to resolve the issue informally prior to rendering a decision based on the written records. If the parties decline this opportunity, the reviewer will accept, reject or modify the decision for the local agency based on a review of the evidence. The reviewer may also remand the grievance or complaint to the local agency for further investigation. In any case, the reviewer has a maximum of 30 calendar days to review the allegation(s) and offer a resolution.

### Notice of Final Action

Once a decision is reached, a Notice of Final Action must be sent to the grievant or complainant and respondent. If an informal resolution was provided, the Notice of Final Action will summarize the resolution agreed upon. If no informal resolution was provided, the Notice of Final Action will contain the following information:

1. The reviewer's decision and the reason supporting the decision;
2. A notice that, if dissatisfied with the decision, the grievant or complainant may appeal the the Commonwealth of Virginia, within 10 days of the Notice of Final Action from the CRWDB;
3. Notice that copies of appeals submitted to the Administrator, Federal Workforce Programs, Virginia Community College System, 300 Arboretum Place, Suite 200, Richmond, VA 23236, must be sent to the reviewer at CRWDB, 22 W. Washington St, Petersburg, VA 23803; and
4. A notice that the grievant or complainant may seek a remedy authorized under another Federal, State or local law.

### Record Keeping Requirements

Records regarding grievances and complaints must be maintained for at least three years from the dated resolution. All records must include the following:

1. The name and address of the grievant or complainant;
2. A description of the grievance or complaint;
3. The date the grievance or complaint was filed;
4. The disposition (final action);
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