

CHIEF LOCAL ELECTED OFFICIAL AGREEMENT

With West Piedmont Workforce Development Board

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Revised September 19, 2019

THIS AGREEMENT is made and entered into by and between the Consortium of Chief Local Elected Officials (hereinafter referred to as the "Consortium") and the Local

Workforce Development Board (hereinafter referred to as the LWDB") of the West Piedmont Workforce Development Area.

WITNESSETH

WHEREAS, for the purposes of this agreement, the Consortium is the legal representative of the Chief Local Elected Official for each member jurisdiction designated under Section 3(9) of the Workforce Innovation and Opportunity Act (WIOA) in Public Laws 113-128 (hereinafter referred to as "the Act"); and

WHEREAS, one member jurisdiction, Pittsylvania County, has been designated as the local grant recipient and fiscal agent with each member jurisdiction maintaining responsibility for their portion of the WIOA funding; 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 LWDB to develop the local workforce investment plan, coordinate and conduct oversight of the One-Stop System, and provide oversight of the Act's Title I activities in this Local Workforce Development Area in partnership **with** the Consortium; and

WHEREAS, the Consortium and the LWDB may enter into an agreement that describes the respective roles and responsibilities of the parties under the Act; and

WHEREAS, the use of the term "in partnership with" and "in cooperation with" the Consortium and LWDB as referenced in the Agreement are synonymous for 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 LWDB do agree as follows:

I. Consortium Authority:

- A. Consort as a Local Workforce Development Area;
- B. Act as Grant Recipient
- C. Designate Fiscal Agent;
- D. Accept Fiscal Liability;
- E. Provide public notice of the intent to solicit nominations for LWDB membership, including the process to be used for nominations and selection.
- 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
- H. Maintain local Board Membership Certification every 2 years;
- I. Liaison with other Consortia;
- J. Accept Annual Audit;
- L. Approve LWDB By-laws
- M. Determine composition of annual Statement of Economic Interest form for LWDB membership.

II. LWDB Authority:

- A. Decide how best to organize the regional workforce system to most effectively serve the needs of current and emerging private sector employers and job seekers;
- B. Decide how best to provide comprehensive services to regional private sector employers;
- C. Decide how best to deploy available resources to achieve negotiated local performance accountability measures and build capacity for continuous improvement;
- D. Decide how best to expand the resource base and service capability through the development of strategic partnerships, in integrated service delivery system, and generation of additional public and private funding.
- E. Select Service Providers;
- F. Determine Eligibility of Training Providers for adults and dislocated workers;
- G. Develop Policy;
- H. Develop LDOB By-laws
- I. Develop the budget for the purpose of carrying out the duties of the LWDB;
- J. Secure Partner Memoranda of Understanding;
- K. Appoint Youth Committee Members;
- L. Assist the Governor in developing a statewide employment 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 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 LWDB 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 the 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;
- C. Selection of the one-stop operator(s) through a competitive process and may terminate for cause the eligibility of one-stop operators;
- D. Selection of eligible training providers and programs for adult and dislocated worker training services;
- E. Approval of the local one-stop operations budget;
- F. Perform any other activities as required by the Workforce Innovation and Opportunity Act, Section 107 (d), by state statute or by the Governor;
- G. Develop a Consortium Agreement to deliver the responsibilities as specified in the VBWD Policy that includes which jurisdiction will serve as the fiscal agent and administrative grant recipient;
- H. Develop an agreement between the Consortium and the LWDB that specifies the roles of the Consortium and the LWDB and how each will carry out their partnership responsibilities for governance and oversight of activities under WIOA;
- 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 and youth program activities authorized under WIOA;
- M. Select eligible providers of youth activities by awarding grants or contracts on a competitive basis;
- N. Solicit and accept grants and donations from other sources;
- O. Require each LWDB 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

V. Details of LWDB Operations:

- A. LWDB 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 LWDB.
- B. The LWDB staff will be employees of the fiscal agent.
- C. LWDB 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 LWDB will be open to the public and allow for comment time on the agenda. Notices of the plan and solicitation of request for proposals for program operators and vendors will be made available to the public for comment in accordance with the Act.
- E. The LWDB and Consortium shall concur, by quorum vote, to approve the plan prior to its submission to the Governor.
- F. The LWDB agrees to provide quarterly reports to the Consortium indicating progress toward completion of goals and objectives of the local plan. Such reports shall be due within 30 days of the end of the preceding quarter.
- G. The LWDB agrees to carry out its responsibilities to ensure the appropriate utilization of funds under the Act.

VI. Local Workforce Development Board Detail

- A. By-Laws: The LWDB 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 LWDB By-Laws.
- B. LWDB Membership Criteria: The Consortium shall appoint the members of the LWDB in accordance with the Act 107 (b). The LWDB shall consist of representation from each jurisdiction listed below:
 - City of Martinsville Henry County
 - City of Danville Pittsylvania County
 - Patrick County
- At least 51 % of the members of the LWDB shall be composed of local private sector representatives that represent a broad range of in-demand occupations available in the local labor market. This includes organizations representing businesses that provide employment opportunities that, at a minimum, include

high-quality, work relevant training and development in in-demand industry sectors or occupations in the local area.

- Not less than 20%, a minimum of two, of the members of the LWDB, shall be representatives of labor organizations, who have been nominated by local labor federations, and representatives from apprenticeship programs. Community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including veterans, persons with disabilities, and "out of school" youth may be included in addition to the aforementioned labor organization representatives.
- At least one representative from the Virginia Employment Commission (VEC) who administers WIOA Title III activities for the local area who shall be designated by the VEC.
- At least one regional adult education program manager that directly administers WIOA Title II Adult Education and Family Literacy (AEFLA) activities locally.
- At least one representative of a school division Career and Technical Education program which represents programs aligned with the region's targeted industry sectors and demand occupations.
- At least one representative from a local community college providing training services who shall be designated by the community college.
- At least one representative from a regional or local economic and community development entity.
- At least one representative from the Department for Aging and Rehabilitative Services and/or the Department for the Blind and Visually Impaired who administers WIOA Title IV activities for the local area who shall be designated by the two agencies administering vocational rehabilitative services under Title I of the WIOA.
- Optional members include any other individual or representative of an entity as the chief elected officials in the local area may determine to be appropriate.
- Each LWDB member shall file a statement of economic interest with the LWDB as a condition of assuming membership and then annually while serving as a Board member.

C. Alternates or Designees of Official Appointments:

I. Consortium-The representative to the Consortium shall be a member of the governing body of the member jurisdiction. The term "chief local 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 local elected official. A member jurisdiction may appoint the chief administrative officer to serve as an alternate for the member of the governing body. Such alternate shall only serve when the member of the governing body cannot attend a meeting. 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. No person shall serve as a representative if such person is no longer a member of the governing body or its chief administrative officer. 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 Local Elected Official maintains the fiscal responsibility and liability for all decisions made as a Consortium.
2. LWDB Alternates: In the course of the LWDB's operation, alternates who are designated by the LWDB member and have similar policy-making authority in the member's organization or sector represented may attend, participate and vote at LWDB meetings in the absence of the LWDB member.
- D. Committees of the LWDB: Standing committees of the LWDB may be established.
- Executive Committee
 - Business Engagement
 - Quality Assurance
 - Special Projects
 - Youth Committee
- E Cause for Removal: Any member(s) of the LWDB may be removed therefrom by the Consortium for cause including the following:
1. Missing 3 consecutive meetings without excuse or sending an alternate (Executive Director will contact member and report to Consortium all who need to be replaced)
 2. Violation of Conflict of Interest
- F. Filling of Vacancies: Vacancies in the LWDB 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 to fill vacancies on the LWDB 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 board 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. Nomination forms can be found www.vcwestpiedmont.com or by contacting the CEO of the LWDB.

G. Conflict of Interest:

1. Members of the LWDB 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 LWDB and Consortium are to be based on promoting the best interests of the state and public good. All members of the LWDB, 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 LWDB will establish written policies for itself, 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 LWDB, Consortium or Committee of the LWDB 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 that 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, which receives from the member, or provides to the member, more than one-half of his financial support.
4. Any LWDB 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 LWDB 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 LWDB or Consortium member who participated in this manner.
6. Any LWDB member with a potential or actual conflict of interest shall disclose that fact to the LWDB 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 of interest, 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 LWDB member is responsible for determining whether any potential or actual conflict of interest exists or arises during his tenure on the LWDB.
7. If a contract or purchase is made by the LWDB involving its own member with a conflict of interest, the Local Board shall justify the terms and conditions of the contract or purchase and document that the contract or purchase was adequately bid or negotiated and that the terms of the contract or price of the purchase are fair and reasonable.

8. LWDB members who are also one-stop center 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.

H. Grievance Procedure: See Attachment I

I. Indemnification:

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

J. 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. Alternates of the Consortium and LWDB may vote at the respective meetings in the absence of the member.
3. Absentee voting is not allowed by either the LWDB or the Consortium.

K. Quorum:

I. A majority of membership shall constitute a quorum for purposes of conducting business of the Consortium.

VII. 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 party in writing within a reasonable time:

1. To the Official addressed to: WDB Chair
2. To the Official addressed to: Consortium Chair
3. To the Official addressed to: Chief Executive Officer
4. To the LWDB addressed to: West Piedmont Workforce Development Board, 300 Franklin Street, Suite 241, Martinsville, VA 24112

B. Open Meetings required: All meetings of both the Consortium and the LWDB are open to the public.

C. Meeting Dates: The LWDB and Consortium shall meet at least quarterly or as needed.

D. Public Records: The LWDB and the Consortium 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 LWDB and of the Consortium. The LWDB 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 LWDB and Consortium

1. The LWDB and 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 LWDB and Consortium shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the LWDB and Consortium, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of one-stop operator(s) consistent with the State plan, and the award of grants or contracts to eligible providers of youth activities, and minutes of annual meetings of the LWDB and Consortium.
 3. The LWDB, Consortium and any subcommittee authorized to take official action on behalf of the LWDB or Consortium must do the following;
 - a. Take official action and engage in deliberations only at meeting open to the public. "Official action" includes making recommendations, establishing policy, making decisions, and/or voting on matters of LWDB or Consortium business. "Deliberations" are discussions necessary in order to reach decisions at LWDB 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 LWDB 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 LWDB **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 LWDB and the 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 LWDB, 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 potenti l,

- 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 September 19, 2019 and shall continue through June 30, 2022. The LWDB and the Consortium shall review this agreement by January 31, 2021, 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 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 LWDB and Consortium are authorized to commit for their respective board's documents binding the Consortium with state requirements.
- L. Fiscal Agent: Pittsylvania County Administrator and Pittsylvania County Treasurer are authorized to sign checks for operating the administrative office. Vouchers will be signed by the LWDB Fiscal Officer, CEO and Treasurer. The CEO is authorized to sign contractual agreements with Program/Operators/Contractors.
- 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.

VIII. Ratification of Agreement

- A. This agreement shall require the approval of the LWDB 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:

Debra P. Buchanan
Consortium Chair

DEBRA P. BUCHANAN
Printed Name of Consortium Chair

10-3-19
Date

Alan Wright Board Chair
Local Workforce Development Board Chair

Alan Wright
Printed Name of LWDB Chair

9-29-19
Date

WPWDB Approval: September 30, 2019

CLEO Approval: September 19, 2019

Attachment 1

West Piedmont Workforce Development Board Grievance Procedure

Purpose:

This Policy is established by the Workforce Development Board in accordance with Public Law 105•220 and in accordance with the Code of Virginia and the United States Department of Labor for programs under the Workforce Investment Act (WIA) to outline the grievance procedure for Workforce Area XVII (Seventeen).

Coverage:

Any individual or organization may file a grievance alleging a violation of the Workforce Innovation and Opportunity Act, rules, regulation, grants, or other agreements made under the Act by the Commonwealth of Virginia, its Workforce Areas, sub-recipients, or contractors. Grievances, which do not involve a violation of the Act, are not subject to this procedure.

Informal Resolution Process

1. The sub recipient agency must document any allowable grievance in writing and must include all involved parties, contact information for all involved parties, the details surrounding the incident(s) in question and the dates of occurrence.
2. An informal meeting shall be called with all involved parties, either separately or as a group, to discuss the incidents in question.
3. Solutions and/or decisions achieved as a result of the informal meeting(s) shall be documented.
4. If a resolution and plan of action satisfactory to all parties involved cannot be reached within 20 days from the date of original notification of grievance to sub recipient agency, the grievance must be forwarded with all related documentation to:
Chief Executive Officer
West Piedmont Workforce Development Board
300 Franklin Street, Suite 241
Martinsville, VA 24112
5. The Workforce Development Board (**WDB**) Executive Committee will review the grievance file and notify in writing, all involved parties, of the time and place of a grievance hearing. The grievance hearing will be held within 30 days of receipt of grievance file. Should any member of the Executive Committee be directly or indirectly involved with the complainant they shall be removed from the proceedings and the WDB Chair shall appoint a member at large to serve on the Committee for the purpose of this hearing.
6. Within five days of the grievance hearing, the WDB Executive Committee will provide a written decision to the complainant and all applicable parties. The recommendation decision shall be based on preponderance of the evidence and shall include a determination of the issue to support the recommendation as well as an

explanation of the reasons for the recommendation. The recommendation shall be based only on information which the parties have had the opportunity to challenge through the hearing process. The final decision must be signed by the WDB CEO, the WDB Chair and all members of the hearing committee.

7. A decision of the WDB Executive Committee may be appealed to the Chief Local Elected Officials (CLEO) Consortium. Notice to appeal must be received by the WDB CEO within 10 days of the notification of decision from the WDB Executive Committee.
8. The Consortium will then follow steps 5 and 6 as outlined above.
9. If the Grievant decides to appeal the WDB/Consortium decision, he/she must notify the WDB CEO in writing of their intent within 5 days. The WDB CEO will send documentation to the state WIOA Administrative Office of the Virginia Community College System (VCCS). The grievance will then be handled according to the rules and regulations of the VCCS. The Grievant will be sent notification of this action and given a contact name and address in the WIOA Department of VCCS.

In the event that an acceptable resolution to the grievance is negotiated, a memorandum of agreement shall be prepared by the WDB CEO and shall list the provisions of the negotiated resolution and deadlines by which the provisions must be accomplished. A copy of such agreement, once signed by appropriate parties, shall be distributed as follows: the original to the grievant, a copy to the respondent, a copy maintained in the WDB Administrative Office.

Grievance Form
Workforce Development Board

Grievant (person filing grievance)

Name: _____

Address: _____

Telephone: (h) - - - - _____

(w): _____

Respondent (person(s) responding
to the grievance)

Name: _____

Address: _____

Telephone: _____

Date Alleged Incident(s) Occurred: _____

Date Grievance Was Verbally Initiated: _____

Date of Verbal Reply at the WDB Level: _____

Other Actions: Have you filed an action in any court or other agency based on the incidents noted in your grievance? If so where? What were the results?

Details of Grievance (Include relevant names, dates, locations of incidents, and state which regulations or policies you believe have been violated, if known. If additional space is required, attach a sheet of paper with the grievant's signature.)

Relief requested:

Grievant's Signature

Respondent's Signature

Date Submitted

Date Received