

**AGREEMENT BETWEEN THE  
NEW RIVER/MOUNT ROGERS  
WORKFORCE DEVELOPMENT AREA CONSORTIUM BOARD  
AND THE  
NEW RIVER/MOUNT ROGERS WORKFORCE DEVELOPMENT BOARD**

This Agreement entered into on this 1<sup>st</sup> day of July, 2017 by the New River/Mount Rogers Workforce Development Area Consortium Board (the "Consortium Board") and the New River/Mount Rogers Workforce Development Board (the "WDB") is intended to establish general guidelines for operational and organizational responsibilities of the respective Boards and the interrelationship of responsibilities of the two Boards.

This Agreement, and all acts pursuant to it, shall be governed by the following:

1. Workforce Innovation and Opportunity Act, P.L. 113-128 Title I, Subtitle A, Chapter 2, Section 107 and its implementing regulations.
2. New River/Mount Rogers Workforce Development Area Consortium Agreement (attached) (the "Consortium Agreement").
3. Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 et. seq.).
4. Virginia Conflicts of Interests Act (Va. Code §§ 2.2-3100 et. seq.).
5. Virginia Public Procurement Act (Va. Code §§ 2.2 – 4300 et. seq.).
6. Other applicable provisions of the Code of Virginia.

**STATEMENT OF PURPOSE:**

The purpose of the New River/Mount Rogers Workforce Development Consortium is to plan and implement a workforce investment delivery system that:

1. Will provide workforce investment activities;
2. Increase the employment, retention and earnings of participants;
3. Increase occupational skill attainment of participants;
4. Improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of our local economy;
5. Provide eligible youth seeking assistance in achieving academic and employment success with effective and comprehensive activities which include a variety of options for improving educational and skill competencies; and
6. Provide participants with effective connections to employers.

## **GOALS OF THE WORKFORCE DEVELOPMENT CONSORTIUM**

The Consortium Board, working with and through the WDB, will strive to achieve the following goals:

1. Ensure continuous improvement in the workforce system by holding education, training and apprenticeship and other providers accountable for measurable outcomes.
2. Create a local culture of lifelong learning.
3. Develop workforce strategies that ensure economic growth and address the needs of local industries.
4. Understand the future needs of employers, workers and job seekers and develop responsive community programs to meet those needs.
5. Identify and address the challenges and opportunities presented by a diverse workforce.
6. Leverage the Internet and information technology to build an integrated service delivery system that is responsive to both workers and employers, in the New River/Mount Rogers workforce area.
7. Develop and implement comprehensive youth programs designed to achieve academic and employment success as well as skills competencies.

## **ROLE OF THE CONSORTIUM BOARD**

The Consortium Board, consisting of the chief elected official or other elected officials from each of the thirteen local governments comprising the New River/Mount Rogers Workforce Development Area shall serve as the policy board for the Consortium.

- A. The Consortium Board's responsibilities, which are set forth in the Workforce Innovation and Opportunity Act and the Consortium Agreement, include but are not limited to:
  1. Solicit nominations from organizations, businesses, and individuals who are interested in furthering regional economic development through workforce training programs and appointment of all members to the local Workforce Development Board.
  2. Initial development of By-Laws for the WDB.
  3. Designation of the Grant Recipient and Fiscal Agent.
  4. Ensure appropriate auditing of program funds.
  5. Approve the Consortium budget developed by the WDB.

6. Approve all Consortium contracts and agreements (training and other vendor contracts must also be approved by WDB).
  7. Disburse all funds under the WIOA consistently with State and Federal law and contract assurances.
  8. Provide staff to the WDB and other committees.
- B. In partnership, or in agreement, with the WDB perform the following functions:
1. Developing a vision and goals for the local workforce development system that are aligned with both the economic development mission(s) for the local area and Virginia Board of Workforce Development's goals.
  2. Development of the four-year (4) local strategic plan to include a workforce demand plan and a plan for business engagement;
  3. Selection of one-stop operator(s) and locations;
  4. Selection of training providers;
  5. Approval of the local one-stop operation(s) budget;
  6. Program oversight;
  8. Negotiations with the Governor to reach agreement on local performance accountability measures; and
  9. Any other activities as required by the Workforce Innovation and Opportunity Act, Section 107 (d), by state statute, or by the Governor.

**JOINT DECISION MAKING**

- A. For all actions requiring joint approval of the Consortium Board and the WDB, a majority vote of a quorum of each board is necessary subject to the following limitation: The Consortium Board may withhold approval of any costs regardless of a majority vote of the WDB if sufficient funds are not available to the support the request or if the requested expenditure is not authorized by law.
- B. Votes by the Consortium Board on those matters in Article IV, Section 3, of the Consortium Agreement, require the affirmative vote of three (3) members from the New River Valley Planning District and four (4) members from the Mount Rogers Planning District.
- C. When there are matters that require the joint action of the Consortium Board and WDB, the two boards as a whole or the Executive Committee or other joint committee of each shall meet jointly to ensure that all decisions requiring joint action can be made timely and in an open manner. When there is a joint meeting, each board shall provide public notice of the meeting, shall record the minutes of the meeting in their records, and record the vote of each respective board separately.

- D. Strategic planning on workforce issues is critical to the success of the workforce programs. To better achieve this goal, the Consortium Board and the WDB will have at least one joint meeting per year devoted to strategic issues.

### **ROLE OF THE WORKFORCE DEVELOPMENT BOARD**

- A. The WDB shall be a full partner in the development of and have concurrent authority in the approval of the four-year (4) strategic plan, in accordance with the Act. This partnership will result in increased involvement of the business community in the Workforce Development System and in increased private sector employment opportunities for eligible participants.
- B. At least once a year, the Consortium Board and the WDB will meet jointly for strategic planning purposes.
- C. The WDB membership shall not exceed 42 voting members, composed of a majority of private business, and industry leaders as set forth in Article VI, Section 1 of the Consortium Agreement. The WDB shall be composed of representatives from each of the political jurisdictions served. The WDB members will be appointed by the Consortium Board for staggered, fixed terms.
- D. The WDB's responsibilities which as referenced in Article VI, Section 2 of the Consortium Agreement include, but are not limited to:
  - 1. Develop, in partnership with the Consortium Board, the vision, goals, objectives, and policies for the local workforce development area. The vision should be aligned with both the economic development mission(s) for the local area and Virginia Board of Workforce Development's goals.
  - 2. Develop a budget, subject to the approval of the Consortium Board, for the purpose of carrying out the duties of the WDB.
  - 3. Develop, in partnership with the Consortium Board, and submit to the Governor, a local strategic plan that meets the requirements in Section 108 of the Workforce Innovation and Opportunity Act.
  - 4. Negotiate, in partnership with the Consortium Board, and reach agreement with the Virginia Board of Workforce Development on behalf of the Governor on local performance accountability measures.
  - 5. Conduct business surveys to determine employer training needs and hiring plans.
  - 6. Promote the participation of local private sector employers through the statewide workforce development system.

7. Develop jointly with the Consortium Board and enter into a Memorandum of Understanding with workforce development system partners for the implementation and operation of the service delivery system in the local area.
8. Assist the Governor in developing a statewide employment statistics system.
9. Identify eligible providers of training services for adult and dislocated workers.
10. Direct disbursement of funds for workforce investment activities.
11. Coordinate workforce development activities with local economic development strategies and develop employer linkages.
12. Conduct oversight of the One-Stop Delivery System, including certification of one-stop center operators and affiliate sites in conjunction with the Consortium Board and, terminate for cause the eligibility of one-stop operators, as appropriate.
13. Conduct, in partnership with the Consortium Board, strategic oversight with respect to local programs of youth, adult, and dislocated worker activities authorized under the WIOA.
14. Conduct long-range needs assessment.
15. Function in an oversight and visionary capacity for local workforce development activities.
16. Select eligible providers of WIOA service delivery activities by awarding grants or contracts on a competitive basis in agreement with the Consortium Board.
17. Develop procurement processes consistent with the Virginia Public Procurement Act and serve as the procurement officer for all goods and services procured with Consortium and WIOA funds. The Consortium Board shall approve all contracts so procured and agreements negotiated with One-Stop Operators and other public/private entities.
18. Promote quality in customer services.
19. Perform any other activity as required by the Workforce Innovation and Opportunity Act, Section 107 (d) or by the Governor.

## **GRIEVANCES**

- A. The Executive Committee of the Consortium Board and the Executive Committee of the WDB shall appoint two members from each Board to serve on a grievance committee to hear and resolve written complaints brought by participants, vendors, and other interested parties. Grievances brought under this provision shall be heard promptly, but no later than thirty work days after receipt of the grievance.
- B. Employees of the Consortium Board shall have the right to grieve the following personnel actions: terminations, suspensions without pay, discrimination, and retaliation for reporting a suspected violation of the law (local, state and federal). Such grievances must be brought in writing and shall be promptly investigated (within twenty work days) by the Executive Committee of the WDB which promptly shall report its findings to the Consortium Board for resolution or a final determination.

## **NON-DISCRIMINATION**

The Consortium Board, WDB and all committees thereof shall not discriminate against any employee, agent or provider of consulting or contract services, or applicant for employment, on the basis of race; religion; color, sex; national origin; citizenship status; uniform service member status; pregnancy; age; genetic information; disability, or any other protected status in accordance with all applicable federal, state and local laws. It shall be the policy and practice of the Consortium Board to comply fully with federal and state laws, regulations and requirements in respect of non-discrimination, affirmative action, equal employment and civil rights.

## **EXECUTIVE AND ADMINISTRATIVE STAFF**

The executive and administrative staff shall be employees of the Consortium Board and shall provide all executive and administrative duties required of them by the Consortium Board and the WDB, including providing staff support to all subcommittees of each Board.

The Executive Director shall be the chief administrative officer for all programs administered by the Consortium and shall have the authority to supervise all staff employed to work under him or her. The management of staff and programs shall be a critical component of the Executive Director's position description.

Recognizing the key relationship that the WDB has with respect to the programmatic operations of the Consortium, the WDB Executive Committee, or its officers, shall be responsible for the following personnel functions:

1. Develop the position description and evaluation measures for the Executive Director;
2. When there is a vacancy in the position, recruit applicants, screen applications, conduct preliminary interviews, and refer at least two or more qualified applicants for interviews by the Interview Panel;

3. Participate in the Interview Panel with the Consortium Board's Executive Committee, or its officers, to select the Executive Director and make a recommendation to the Consortium Board.
4. Participate in the evaluation of the Executive Director's performance.
5. Have meaningful input prior to any action being taken by the Consortium Board on any decision to change the status, remove duties, discipline, or discharge the Executive Director. When the contemplated action involves the discharge or disciplinary suspension of the Executive Director, the Consortium Board shall provide the WDB Executive Committee with notice of its intended action and allow the WDB Executive Committee at least five (5) work days to advise the Consortium Board on the merits of the proposed action. The prior advice and counsel of the WDB Executive Committee shall be waived when there is evidence of willful and gross misconduct, illegal activity, or other cause that justifies the immediate removal of duties.
6. All actions taken by the WDB with respect to personnel shall be subject to the approval of the Consortium Board.

Note: If deemed to be in the best interest of all parties to this agreement and subject to approval by both the Consortium Board and the Workforce Development Board, requirements set forth in steps 2 and 3 above may be waived and the Executive Director position vacancy filled by promotion from within the ranks of current Board employees.

### **SEVERABILITY**

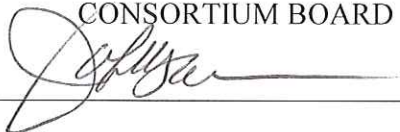
If any of the provisions of this Agreement shall be found void or unenforceable for whatever reason by any court of law or equity, it is expressly intended that such provision(s) be severable and the remainder of the Agreement shall remain in full force and effect.

### **DURATION AND AMENDMENTS OF AGREEMENT**

This agreement may be amended in writing by mutual agreement by both parties. This agreement may be terminated at any time by either party giving to the other at least 120 days prior written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 1<sup>st</sup> day of July, 2017.

NEW RIVER/MOUNT ROGERS  
WORKFORCE DEVELOPMENT AREA  
CONSORTIUM BOARD

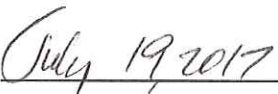
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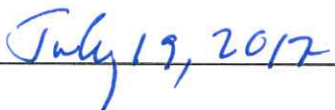
John Garner, Chairman

NEW RIVER/MOUNT ROGERS  
WORKFORCE DEVELOPMENT  
BOARD

BY:  \_\_\_\_\_

Michael Miller, Chairman

DATE:  \_\_\_\_\_

DATE:  \_\_\_\_\_