



**May 14, 2015**  
**9:00 – 11:00 a.m.**  
**Ice House**  
**127 West Bruce Street, Room 117**  
**Harrisonburg, VA**

- **Call to Order**
  - a) Roll Call
  - b) Introduction of Guests
  - c) Prior Meeting Minutes**Board vote required.**

Jeff Stapel  
Susan Schoenthaler  
Jeff Stapel
- **SVWIB Operations (Valley Workforce Centers)**
  - a) Valley Workforce Centers Update
  - b) Training Provider Decision Brief**Board vote required.**

Elizabeth Bouldon-Clopton  
Jeff Stapel
- **WIOA Implementation**
  - a) Virginia Association of Workforce Directors (VAWD)
  - b) Eligible Training Provider (ETP)
  - c) 40% Training Requirement
  - d) Co-location Discussion
  - e) Sector Partnership National Emergency Grant

Sharon Johnson
- **SVWIB Workforce Initiatives**
  - a) Valley On-the-Job Training Update
  - b) Job Driven National Emergency Grant (JD NEG)
  - c) American Apprenticeship Initiative Grant Proposal
  - d) Incumbent Worker Training Initiative

Debby Hopkins
- **Committee Reports**
  - a) Finance Committee
    - Finance Report
    - Auditor RFP**Board vote required.**
  - b) Executive Committee
    - Bylaws**Board vote required.**
    - Articles of Incorporation**Board vote required.**
    - Secretary Jones Visit

Paul McFarland  
  
Jeff Stapel
- **Other Business**

Jeff Stapel
- **Public Input (Rules and Guidelines attached)**

Jeff Stapel
- **Adjournment**

Jeff Stapel

**Next Meeting Date and Time: July 9, 2015, 9:00 – 11:00 a.m.**  
**Meeting Location: To be determined**

## **Public Input Rules and Guidelines**

- 1) Citizens desiring to speak during the public input period must sign in on the Public Input Sign-in sheet to provide information which includes printed name, organization (if applicable) and input topic. This will allow for citizens to be recognized by the Chairman of the Board during the Public Input period.
- 2) Individuals should stand when recognized by the Chairman of the Board; speak their name, organization (if applicable) and input topic.
- 3) Individuals should direct input to the Chairman of the Board.
- 4) Individuals are limited to no more than five (5) minutes. The time limit applies per individual and not per topic. Individual input to address multiple topics is limited to five minutes.
- 5) Individuals representing a group of citizens are limited to five (5) minutes; members comprising the group represented forfeit their individual time to speak.
- 6) When there are multiple individuals requesting time for public input on a single topic and the input is the same, at the Chairman of the Board's discretion, the number of speakers may be limited in order to make effective use of Board member's time and to allow an opportunity for input on multiple topics to be heard by the Board.
- 7) All citizens are strongly encouraged to put their comments in writing to the Board prior to the meeting for inclusion in the Board materials. Such written comments should be submitted to the SVWIB office the Monday prior to the Board meeting.



**March 12, 2015  
9:00 – 11:00 a.m.**

The Shenandoah Valley Workforce Investment Board (SVWIB) held a business meeting on Thursday, March 12, 2015, at Virginia Department of Transportation (VDOT), 2<sup>nd</sup> floor conference room, 3536 North Valley Pike, Harrisonburg, Virginia. Jeff Stapel, Board Chair, called the meeting to order at 9:09 am.

### **Call to Order**

#### **Members present included:**

Daniel Blosser  
Kip Brannon  
Andrew Breeding  
Brian Brown  
Jeanian Clark  
Carroll Comstock  
John Downey  
Meredith Downey

Carol Fleming  
Jackson Green  
Rob Goldsmith  
Linda Hershey  
Donna Holloway  
Gary Keener  
Mike Lowe  
Paul McFarland

Don Mutersbaugh  
Sandy Rinker (for Marshall Price)  
Cynthia Roberts  
Jeff Stapel  
Robin Sullenberger  
Jonah Windham  
Brandon Davis (CLEO)

**The following guests attended this meeting:** Eric Fitzgerald (Rockingham County Public Schools, Director of Career and Technical Education), Kerry Krause (WWRC, Accreditation Specialist), Julie Goodlick (VEC-Fishersville, Manager), David Silcox (VEC-Harrisonburg, Manager), Elizabeth Bouldin-Clopton (Director, VWC/Goodwill), Clay Stein (Sr. Director, VWC/Goodwill), Anna Teter (Area Coordinator, VWC/Goodwill), Melanie Blosser (WIA Coordinator, VWC/Goodwill), Sherry Pinto (LFCC) and Greg Vaughan (Rapid Response).

**Staff attending the meeting included** Sharon Johnson, Loretta Snow, Debbie Berry, Susan Schoenthaler, and Dana Armentrout.

Sharon Johnson made note that Cathi Ritter had joined staff to replace Loretta Snow who is retiring. Loretta will be transitioning into part-time work by the time of the next board meeting.

### ***Review of Prior Meeting Minutes***

Meeting minutes were reviewed.

**Motion was made to approve the prior Meeting Minutes: Brian Brown made the motion, with Jeanian Clark, seconding. The motion passed.**

### **SVWIB Operations**

#### ***Valley Workforce Centers Update – Elizabeth Bouldin-Clopton and Clay Stein***

Elizabeth reviewed information found in the Dashboard packet. She noted that dashboard shows a steady increase in numbers between December and January and February did see decrease mainly due to the weather.

Partners in the One-Stop now include MTC (2 ½ days a week), BRCC, DARS, CSEP (1 day a week), WIA, Telamon, and JMU has asked to be on-site.

Clay Stein reviewed the WIA Summary information for December to February found in the Dashboard Report. He noted Luray and Buena Vista have picked up activity as seen in the Active Client by Jurisdiction numbers found on page 18 of the report.

#### ***Performance Measures – Sharon Johnson***

Sharon Johnson reviewed the performance numbers found on page 11 of the packet material. She noted that this is the first time we have met the goal for the CRC Attainment and congratulated Goodwill for their work to meet the required performance metric of 25% participant attainment. She noted that we were very concerned about the lagging measures creating undesirable outcomes, but this didn't happen. Clay indicated that the results showing are an 18 month lag, but they have hired a follow-up person who is helping the numbers improve.

Robin Sullenberger questioned if employers are seeing the CRC attainment as a benefit. Discussion brought out that no one is pushing it to the employers and John Downey pointed out that employers are using them in situations of expansion or relocation. Jeff Stapel pointed out that not enough people have the credential to make it a tool employers can use as a standard. Jeanian Clark noted a recent validity challenge for an EEOC ruling made it a deterrent to its use. Discussion ensued on ways to integrate the CRC into business.

#### ***Training Provider Decision Brief – Jeff Staple***

**Motion was made by Rob Goldsmith and seconded by John Downey to approve the recertification application for Providers of Training Services for training referrals under the**

**Workforce Investment Act (WIA) for Rappahannock Regional Criminal Justice Academy (RRCJA) and a request to add one additional program, Jail Basic to its approved listing and adding them to the Approved WIA Certified Training Providers list for Area IV. Motion carried.**

Sharon Johnson noted that the Training Provider program and process is under state-wide analysis to create a more streamlined process and set unified standards among the various workforce investment boards.

John Downey questioned if we approach the potential training provider or if they come to us. Sharon noted that typically the training provider initiates the application process, but there are times for specific training or credentialing as requested by the employer that we approach the training provider and request certification. When we approach the training provider, it can be difficult to get them to complete the process.

A request was made to add to the list we publish, Training Providers approved elsewhere in the state who have participants or involvement in service area IV.

## **WIOA Implementation**

### ***Local Area Designation – Sharon Johnson***

The CLEO Consortium will meet on March 27, 2015 to vote on and sign the official request of designation as a local workforce development area in the state.

### ***Board Composition – Sharon Johnson***

Sharon Johnson presented a comparison chart of Board composition between the WIA and WIOA. She noted the biggest change is that 20% of the Board is composed of organized labor and community-based organizations and private industry still remains at 51%. Previously, CLEO Consortium updated the process so a maximum of three private sector representatives could be appointed for each locality. This was done to reach a 51% private sector required Board composition. At the next CLEO Consortium meeting, the members will the comparison chart to determine additional appointments.

Don Mutersbaugh asked if an explanation was given about the reasoning on the new composition. Sharon indicated that main points were to create smaller boards that were involved in more strategic thinking and were more community based to help leverage resources.

John Downey questioned the definition of Private sector. Sharon indicated that it is for-profit industry that hires.

### ***SV Workforce Development Board – Sharon Johnson***

Sharon Johnson pointed out the Chief Elected Officials (CEO) Consortium Agreement found on page 32 of the packet material. The new agreement reflects the change of the WIB name to

WDB (Workforce Development Board), CLEO to CEO (Chief Elected Official) and composition of the Board. Both the Consortium by-laws and the WIB by-laws need to reflect the changes required by WIOA. The CLEO Consortium will take the new agreement to their government boards and then designate a representative to the CEO Board.

Carroll Comstock questioned if a public hearing will be required for the actions on the different government boards. Brian Brown noted that a resolution is not required.

#### ***Regional Convener Document – Sharon Johnson***

New Legislation in Virginia says each area must have a regional convener. A letter will be submitted requesting our WIB be Regional Convener for this area.

#### ***Service Provider Contract Addendum – Sharon Johnson***

We currently are in the 1<sup>st</sup> year of a three year contract with Goodwill. We will see what needs to be amended in the contract. With the review thus far, we are not required to go out for bid. Cathi Ritter and Loretta Snow are working on budget scenarios and the potential impact of co-location for the leveraging of funds and resources.

Brian Brown noted a concern regarding Virginia workforce legislation that was passed to require a minimum of 40% of allocated adult and dislocated worker funds must be expended on training. The concern is that this could impact the leveraging and alignment of other grants within the WIB service region. The new policy does not include the other monies we use for training purposes and puts funding for supportive services under the administration classification. Jeanian Clark stressed that this may seem harmless but it in effect curtails the entrepreneurial efforts of our WIB who leverage monies from many sources. Discussion ensued on ways we could prevent this from happening. Donna Holloway noted that this is creating a change in philosophy where we are providing skills that employers need. She stressed that we are trying to bring employers and employees together. John Downy also noted that we are moving from a culture of “what do you want to do” to a culture of “this is what we have to offer, what do you want to do”. It was stressed that we need to be looking at what we can do to prevent the 40% training requirement. John Downey pointed out that if the worst case scenario does occur, what are our plans to meet it?

### **SVWIB Workforce Initiatives**

#### ***Valley On-the-Job Training – Sharon Johnson***

Sharon reviewed the reports found on page 41 of the packet. She noted that the numbers were from December and current numbers are:

Participants – 458 with a goal of 310 and we still have 1 year left in the grant

Completed OJT's – 288 with a goal of 222 and we still have 1 year left.

Funds remaining – 1.78 million

Modifications #1 was accepted and are submitting a second modification to request a one year no cost extension.

***Dislocated Worker Training National Emergency Grant – Sharon Johnson***

This is a small grant of \$165,000 that can be used in any industry. Our goal is 36 participants. We were successfully monitored by U.S. DOL Region 2 in December.

***Job Driven National Emergency Grant (JD NEG) – Sharon Johnson***

This is a \$1.4 million grant initiative that partners with the community college On-Ramp Program, WIBs and One-Stops. We must serve a minimum of 150 participants and provide funding for training, OJT, supportive services, case management, and project administration.

***American Apprenticeship Initiative Grant - Sharon Johnson***

We are submitting a proposal. It is highly competitive solicitation and only 25 grants will be awarded.

Sharon Johnson provided an update on the recent meeting of the Regional Business Services Council. She referred everyone to pages 20 -21 of the packet to review the agenda and outcomes of the Business Services Team meeting held on 11/13/14. They developed the vision, mission and next steps. She noted one positive outcome is that our WIB is taking the steps and time to bring people together to create a collaborative business services process. Jeff Stapel noted that in order to be successful it must be a collaborative effort. Sharon reminded the Board that the WIB was tasked as a convener, tasked with creating a shared vision, strategy, and communication plan. It was noted that we have a strong informal structure that has worked successfully for years, but now needs to evolve into a more formal, documented structure.

***Incumbent Worker Training Initiative - Sharon Johnson***

Sharon Johnson noted the Incumbent Worker Policy can be found on pages 42-68. We already have one employer interested in working with us, Sentara. Incumbent worker training will count as part of the 40% training requirement. This initiative is tied to the employer layoff aversion strategy.

## **Committee Reports**

***Finance Committee – Paul McFarland***

Paul McFarland reviewed contents of the finance packet. He reported that the finance committee reviewed the report in detail and all spending is within budget or acceptable variances. He outlined the importance of the recent federal implementation of the “Super Circular”. Cathi Ritter, our new Financial Officer, will review current policies on compliance to new regulations.

**MOTION: Brian Brown made a motion with Meredith Downey seconding to add Cathi Ritter to the bank signature card. The motion passed.**

***Executive Committee – Jeff Stapel***

The executive committee met in the Ice House conference room. They discussed organization issues on handling Tish Harris's responsibilities and the implication of the 40% Training requirement. They also will be developing a performance appraisal for Sharon that will be distributed to the executive committee and staff.

***Compliance Committee – Brian Brown***

Brian Brown presented the decision brief, Outreach and Tagline Policy. The policy was developed to ensure consistency and compliance to federal requirements for outreach materials. Question was raised if we have compared the policy with the new updated Super Circular. Brief discussion resulted in having the policy approved as is and then include it in the review of all our policies against the super circular.

**MOTION was made by John Downey and seconded by Don Mutersbaugh to approve the policy as presented. Motion carried**

*SPECIAL NOTE: Compare the policy to the super circular to see if any changes are required to meet the new update.*

**Other Business**

Special thanks was given to JMU and SVP for allowing us to use the Ice House facility for future Board meetings.

**Public Input**

There was no public Input

**Adjournment**

The meeting adjourned at 10:55 a.m. as there was no public input or further business.

**The next meeting Date and Time: May 14 at 9:00-11:00 a.m.  
Meeting location: TBD.**



**Shenandoah Valley Workforce Investment Board**  
Eligible Training Provider  
DECISION BRIEF

May 14, 2015

**Date:** May 14, 2015

**Reference:** Once it has been determined that a WIA client is in need of training in order to secure full-time employment and has the ability to successfully participate and complete training and work in the occupation for which he or she is seeking training, the one-stop center case manager may provide the client with a list of Workforce Investment Board-approved "Eligible Training Providers". Training vendors wishing to be certified as Eligible Training Providers may submit an application to the Board. Applications are examined for completeness and accuracy by Board staff and acted upon at the next regularly-scheduled Board meeting. Eligible Training Providers are subject to annual recertification by the Board.

**Purpose:** The staff has received a request for annual recertification from American National University, Harken-Reidar, Virginia Manufacturers Association, Warren Memorial Hospital, and Winchester Medical Center and a request for certification from Heavenly Hands.

**Background:** Currently the Board has 19 active Eligible Training Providers. The decrease from the last report is the removal of Shenandoah Valley School of Therapeutic Massage who have not responded to the annual renewal request.

**Issues:** There are no issues with currently approved trainers. Details are present at today's meeting and available for any WIB member's perusal (see Ms. Schoenthaler).

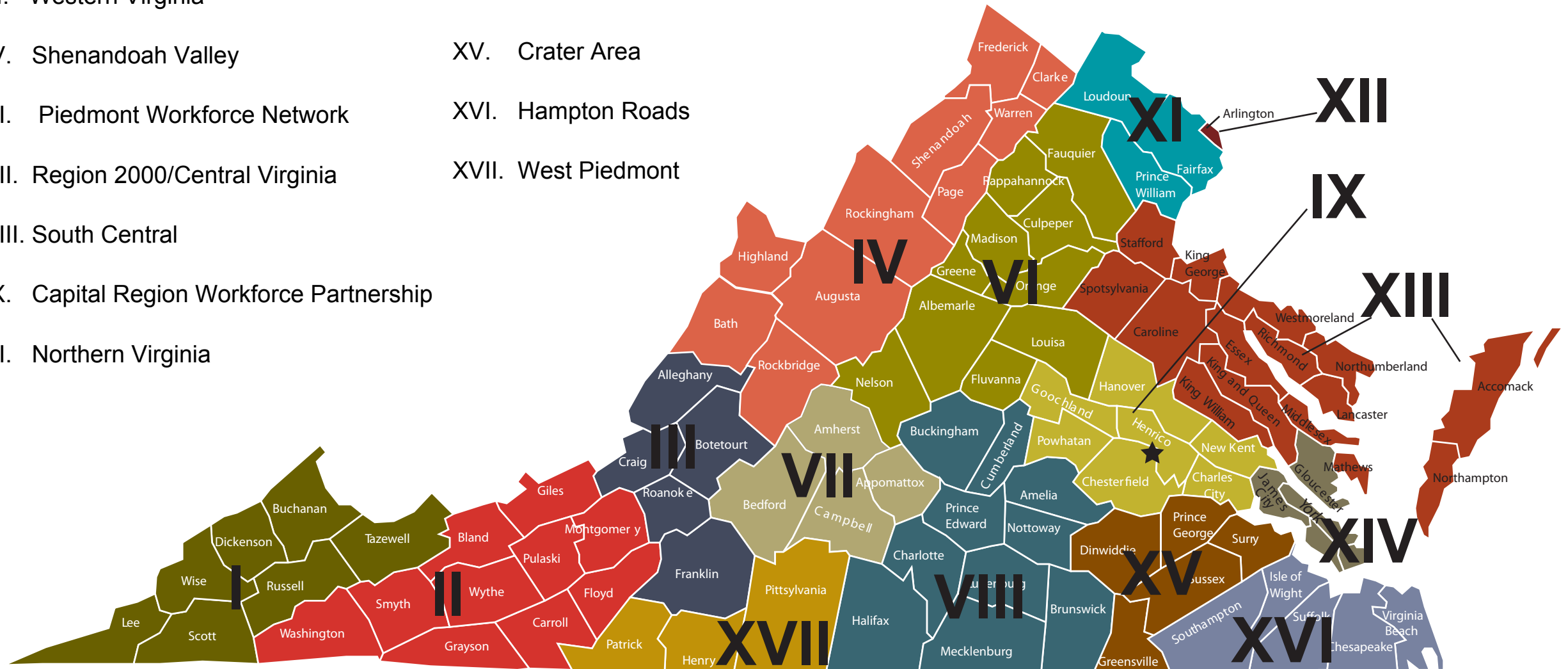
**Status:** SVWIB Staff has reviewed the recertification training provider packets received for completeness. The Board may now consider the applications for recertification for training referrals under the Workforce Investment Act.

**Action Suggested:** A motion for the Board to approve or not approve the certification and recertification applications for Providers of Training Services for training referrals under the Workforce Investment Act (WIA) for Heavenly Hands, American National University, Harken-Reidar, Virginia Manufacturers Association, Warren Memorial Hospital, and Winchester Medical Center and adding them to the Approved WIA Certified Training Providers list for Area IV.

**Effective Date:** Effective with Board approval on May 14, 2015.

- I. Southwest Virginia
- II. New River/Mt. Rogers
- III. Western Virginia
- IV. Shenandoah Valley
- VI. Piedmont Workforce Network
- VII. Region 2000/Central Virginia
- VIII. South Central
- IX. Capital Region Workforce Partnership
- XI. Northern Virginia

- XII. Alexandria/Arlington
- XIII. Bay Consortium
- XIV. Greater Peninsula
- XV. Crater Area
- XVI. Hampton Roads
- XVII. West Piedmont



# Virginia Local Workforce Investment Areas

## **Training Providers**

### **Regions III, IV, VI and VII**

American National University - Satellite  
Blue Ridge Community College - Primary  
Careers in Care - Satellite  
Central Virginia Community College - Primary  
Central Virginia Community College - Satellite  
Dabney S. Lancaster Community College - Primary  
Dabney S. Lancaster Community College - Satellite  
Eastern Mennonite University - Primary  
Eastern Mennonite University - Satellite  
Fast Track Health Care Education - Primary  
Franklin County Public Schools - Primary  
Franklin County Public Schools - Satellite  
Germanna Community College - Satellite  
Haines Security Institute - Primary  
Harken-Reidar, Inc. - Primary  
James Madison University - Primary  
Liberty University - Primary  
Liberty University - Satellite  
Lord Fairfax Community College - Primary  
Lord Fairfax Community College - Satellite  
Lord Fairfax Community College - Satellite  
Lord Fairfax Community College - Satellite  
Lynchburg Community Action Group, Inc - Primary  
Mary Baldwin College - Primary  
Massanutten Technical Center - Primary  
Miller-Motte Technical College - Primary  
Miller-Motte Technical College - Satellite  
Moseley-Dickinson Academy of Real Estate - Primary  
Moseley-Dickinson Academy of Real Estate - Satellite  
National College - Primary  
National College - Satellite  
National College of Business & Technology - Primary  
Page County Technical Center - Primary  
Page County Technical Center - Satellite  
Positive Improvement Sitters, LLC - Primary  
Rappahannock Regional Criminal Justice Academy - Satellite  
Road Pro Commercial Truck Training, Inc. - Primary  
Roanoke County Public Schools - Primary  
Roanoke County Public Schools - Satellite  
Shenandoah Valley School of Therapeutic Massage - Primary  
Skyline College - Primary  
Skyline College - Satellite  
Star Beauty School, LLC - Primary  
StraightPath Consulting - Primary

TAP - This Valley Works - Primary  
TAP - This Valley Works - Satellite  
UVA Transportation Training Academy - Primary  
Valley Career & Technical Center - Primary  
Virginia Technical Institute - Primary  
Virginia Western Community College - Primary  
Virginia Western Community College - Satellite  
Warren Memorial Hospital - Primary  
Warren Memorial Hospital - Satellite  
Waynesboro Area Learning Tree - Primary  
Winchester Medical Center - Primary  
Woodrow Wilson Rehabilitation Center - Primary  
Woodrow Wilson Rehabilitation Center - Satellite



## WORKFORCE INNOVATION AND OPPORTUNITY ACT

<p><b>The Virginia Community College System</b> <b>VIRGINIA WORKFORCE LETTER (VWL) # 14-01</b></p>
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**TO:** LOCAL WORKFORCE INVESTMENT BOARDS

**FROM:** WORKFORCE DEVELOPMENT SERVICES

**SUBJECT:** Minimum Training Expenditure Requirement

**DATE:** April 15, 2015

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### PURPOSE:

To implement, in accordance with state code effective July 1, 2015, the minimum Workforce Innovation and Opportunity Act (WIOA) Title I Adult and Dislocated Worker local area formula funds expenditure requirement for training leading to recognized postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region.

### REFERENCES:

Workforce Innovation and Opportunity Act, Section 134;  
Code of Virginia §2.2-2472.2  
Commonwealth of Virginia Occupational Skills Training Policy 13-02

### BACKGROUND:

The Virginia Acts of Assembly 2015 session amended the Code of Virginia by adding in Chapter 4.2 section 2.2-2472.2 establishing the following requirements:

- A. Each local workforce development board shall allocate a minimum of 40 percent of WIOA Adult and Dislocated Worker funds to training services as defined under § 134(c)(3)(D) of the WIOA that lead to recognize postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region. Beginning October 1, 2016, and biannually thereafter, the Chief Workforce Development Advisor shall submit a report to the Board evaluating the rate of the expenditure of WIOA Adult and Dislocated Worker funds under this section.*
- B. Failure by a local workforce development board to meet the required training expenditure*

*percentage requirement shall result in sanctions, to increase in severity for each year of noncompliance. These sanctions may include corrective action plans; ineligibility to receive state-issued awards, additional WIOA incentives, or sub-awards; the recapturing and reallocation of a percentage of the local area board's Adult and Dislocated Worker funds; or for boards with recurring noncompliance, development of a reorganization plan through which the Governor would appoint and certify a new local board.*

This letter provides guidance on allowable costs towards meeting the required minimum of 40% expenditure rate.

## **GUIDANCE:**

All Local Workforce Development Areas (LWDA) are required to ensure that at least 40% of their formula-allocated expenditures in a program year are expended on allowable training costs in the WIOA Title I Adult and Dislocated Worker programs.

Administrative expenditures do not accrue to this requirement.

### **A. Definition of Training**

As defined within this policy, the services considered training, for which expenditures will accrue to the 40% requirement, include:

#### **1. Occupational Classroom Training**

Occupational training is predominantly technical training, which prepares the student for entry into a particular occupation or set of occupations, and must be delivered in compliance with the Commonwealth of Virginia Occupational Skills Training Policy 13-02. Expenditures for occupational training (ITA and Non-ITA) include:

##### **a. Occupational Classroom Training, ITA**

All payments made to a training institution or training provider for occupational classroom training authorized pursuant to an Individual Training Account (ITA).

##### **b. Occupational Classroom Training, Non-ITA**

All payments made to a training institution or training provider, including community based organizations, or other public or private organizations of demonstrated effectiveness, for occupational classroom training authorized pursuant to a contract for training services, or other contractual arrangement that constitutes an exception to the use of an ITA (29 CFR Part 663.430).

#### **2. Customized Training**

Customized training is training designed to meet the special requirements of an employer or group of employers. To accrue to the 40% minimum requirement, the customized training:

- a. May not be more than 50% of the total training cost; and
- b. Must be delivered under a contract with an employer who:
  - 1) Agrees to hire WIOA participants upon completion of the customized training; or
  - 2) Is training employed workers who:
    - a) Do not earn wages at a self-sufficiency level and to whom the employer commits to continue to employ; and
    - b) Are being trained in new technologies, new production or service procedures, or who require additional skills or workplace literacy required for retention and progression in employment.

### 3. Incumbent Worker Training

Incumbent Worker Training involves development with an employer or employer association to upgrade skills training of a particular workforce. Training may occur in the workplace or an off-site location during or after work hours. Only those costs that are associated with training of incumbent workers can be included. For the purposes of this policy those costs are:

- a. training development;
- b. instructor wages;
- c. tuition;
- d. training materials and supplies;
- e. fees; and
- f. travel for incumbent workers from the workplace to the training location, as needed and if training is off-site

### 4. Class-Size Training Contracts

Class-Size Training Contracts may be entered into and may accrue to the 40% minimum requirement when there is a need to place multiple WIOA-registered students in the same training program with one educational institution or eligible training provider. Congressional authority authorizes the use of WIOA formula funds to purchase contracts for class size training. The costs associated with these contracts are an allowable training expenditure when the following criteria are in place:

- a. The contract will lead to placement in a demand occupation and is in place with an institution of higher education or other eligible training provider.
- b. Training services include a full range of occupational skills training or customized training as described in WIOA section 134.
- c. When an arrangement is made under which WIOA registrants may occupy only a portion of a class-size training contract, a method is developed to allocate the costs of the class associated with the percentage of WIOA-registered students to

the contract. (ALL costs associated with the class-size training contract must be allocated in proportion to the number of WIOA registered students compared to the overall number of students.)

d. The contract is in compliance with the provisions of the existing class size training policy.

## 5. On-the-Job Training (OJT)

OJT payments are payments made to public, not-for-profit, and private sector employers for training costs authorized pursuant to an OJT contract.

## 6. Work Experience

Payments made to participants that represent hours worked in work-based training, including internships.

## 7. Remedial Training/Pre-vocational Services

Payments made to a training institution for classroom instruction in academic remediation for a postsecondary education or workforce program or for short-term prevocational services or for education for high school equivalency:

a. These services would be limited to no more than nine months in duration, unless provided in conjunction with occupational training services.

## 8. Books, Fees, Travel, Materials and Related

These expenses include those paid to a training institution, training provider or individual participant for books, training materials, required uniforms and other workplace attire, and tools or equipment required for training. All costs of training related licenses, permits or fees may also accrue to the 40% minimum requirement.

Travel for participants in any type of WIOA supported training, in accordance with local policy, to and from training location may accrue to the 40% minimum expenditure requirement.

In order to encourage the recruitment and use of high-quality training providers and programs, all training providers must be WIOA-certified under the existing state eligible training provider system. The only exception to this requirement is when the employer is functioning as the training provider.

## 9. Certification Tests

All examinations and testing costs, including practice tests, associated with participant attainment of an in-demand industry certification or occupational license.

## B. LWDA Staff Costs

1. Staff costs that are included as part of a training contract other than an ITA (i.e. class-size training contract). These costs must be reasonable and necessary to the provision of training to these registrants, and documented via timesheets or other appropriate cost allocation methods.
2. Subcontracting the administration of a Title I program is not considered a training contract and thus these costs would not be considered for inclusion in the 40% training expenditure calculation.
3. Staff costs that are not included in the 40% training expenditure calculation may still be an allowable WIOA activity.

## C. Calculating the Expenditure Level

1. The calculation below determines whether the LWDA is meeting the 40% minimum training expenditure annually:

Training Program Costs Incurred (as defined in Sections A and B.)

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Total (training and non-training) Costs Incurred

=

**Annual Training Expenditure Rate**

Below is an example of the calculation:

<b>LWDA Example</b>	<b>Expenditures Reported Against Prior Year Carry-in</b>	<b>Current Year Expenditures</b>	<b>Total</b>	<b>% Training Expenditure</b>
Training Expense	50,000.00	225,000.00	275,000.00	42.97%
Total Expense	115,000.00	525,000.00	640,000.00	

2. The total training expenditures incurred and total cost incurred for the program year are regardless of the program year charged. Other sources of training funds will not be included in the calculation.

## D. Technical Assistance:

1. Technical assistance will be provided to those LWDA's that:

- a. Fail to meet the required expenditure level in any year;

b. Wish to improve their ability to provide training services, including improvements in training provider selection for ITAs and use of non ITA contracting mechanisms; or

c. Need assistance on the use of non-ITA procurement methods, including quality control and management of class-size training contracts.

#### **F. Enforcement of the Required Expenditure Level:**

An LWDA that fails to meet the required training expenditure level will receive a sanction. These sanctions begin after July 1, 2016. Subsequent years of non-compliance have more significant sanction consequences, as indicated below:

1. After the first year of noncompliance: The local WDB must submit corrective action plan to the VCCS WIOA Administrator, and the LWDA will not be eligible for state issued WIOA incentives.
2. If failure to comply with part 1 under this section, or, after two consecutive years of noncompliance: In addition to the sanctions under part 1 of this section, the LWDA will not be eligible to receive state-issued awards or sub-awards.
3. After three consecutive years of noncompliance: In addition to the sanctions under parts 1 and 2 under this section, the state may recapture and reallocate a percentage of the LWDA's Adult and Dislocated Worker funds and/or development of a reorganization plan through which the Governor would appoint and certify a new local board.

#### **ACTION REQUIRED**

LWDBs must ensure compliance with the requirements in this policy letter to meet the 40% minimum training expenditure requirement.

#### **INQUIRIES**

Direct inquiries to George Taratsas at [GTaratsas@vccs.edu](mailto:GTaratsas@vccs.edu) or (804) 819-5387

#### **EFFECTIVE DATE**

This policy is effective on July 1, 2015.

#### **EXPIRATION DATE**

This policy will remain in effect until amended or rescinded by VCCS Workforce Development Services.

## CLEO Consortium Meeting Follow Up Information

### 40% Training Fund Requirement

#### Issue Statement

Beginning July 1, 2015, each local workforce development board will allocate a minimum of 40% of Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds to training services as defined in WIOA Section 134(c)(3)(D) that lead to recognized postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region. (SB 1372) Policy for this legislation is currently under development.

#### Allowable Training Activities

- Occupational skills training, including training for nontraditional employment
- On-the-job training
- Incumbent worker training in accordance with subsection (d)(4)
- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Transition jobs training in accordance with subsection (d)(5)
- Job readiness training provided in combination with services described in any of the clauses (i) through (viii)
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in any clauses (i) through (vii)
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training
- Work experience and internships

#### Concerns

- Moving 40% of the local areas allocated adult and dislocated worker funds will impact the service provider's operational budget. Currently our service provider, Goodwill of the Valleys, has spent 55% of their contract dollars from the WIB for direct client services. Changing to 40% of allocated funds will reduce their operational funds by a minimum of 20%.
- The SVWIB and Goodwill will need to consider budgeting options to offset the 20% budget change moving funds from operations to training.
- The definition of training is narrowly defined (as stated above) and does not include the other direct client services needed to serve participants, such as assessments, supportive services, CRC incentives, follow up, training program management, and training case management.
- The SVWIB has been absorbing the full cost of operating the workforce centers. Support is needed from the state regarding guidance so that partner organizations share the cost of center operations.

#### Solutions

- **Waiver** - Include in the 40% worker training requirement, leveraged funds from other sources used for training activities for eligible clients participating in those activities with grant funds.
- **Expanded Training Definition** – Provide a detailed expanded definition of training based on the direct client services which are needed to serve participants.
- **Participate in Policy Development** – Work with the WIOA Administrator to provide realistic recommendations for policy development.

- **Best Practices** – There are at least three states which have implemented a similar policy requiring a minimum amount of funds set aside for training. Contact other state and local areas for best or promising practices and lessons learned during implementation.
- **Collaborative Solution** - Make it known the SVWIB wants to be part of the solution and work collaboratively with the Governor's office and peer local areas.

## **CLEO Consortium Members must be Elected Officials**

### **Issue Statement**

The proposed policy titled *State Certification of Local Workforce Development Boards* states "The term 'Chief Local Elected Official' means the mayor of a city or the chair of the board of supervisors of a county or another elected official from the Board or Council, as designated by the Board or Council."

### **Concerns**

The decision to require the CLEO to be made up of the mayor or chairman of the board of supervisors for each jurisdiction or a designated member of the elected body will impact workforce boards in rural regions. Many elected officials in smaller localities serve on a voluntary basis and have full time jobs and are not able to attend meetings. By allowing the Chief Local Elected Official and/or elected Board or Council to designate a City Manager, County Administrator, or economic development professional as the designee, the CLEO Consortium has a stronger understanding of workforce issues, compliance requirements, and legal requirements of the Consortium. By using professional designees, there is consistency from term-to-term, meeting attendance improves, and there is stronger discussion of key regional workforce initiatives.

### **Solution**

Modify the current Consortium structure so that the City Councils and Boards of Supervisors appoint an elected official to serve on the CLEO Consortium. Modify the Consortium by-laws to include narrative such as "Each Consortium member may appoint an alternate to attend meetings in his/her absence upon notification to the Consortium's Chair, Vice-Chair, or SVWDB Chief Executive Officer. Alternates shall have full rights to participate in Consortium discussions and vote on matters of the Consortium." Making every effort to get elected officials at the Consortium meeting, SVWDB staff will expand efforts to provide Consortium meeting save the date notices, meeting reminder emails, and RSVP calls. As always, all meetings are open to the public, stakeholders and guests.

The SVWIB is the only local area in Virginia with economic development professionals as members of the Consortium. All of the local areas have a majority consortium membership of elected officials with a minority membership of city managers and county administrators. The elected official membership policy change will also impact those areas with city manager and county administrator appointments.

## **Virginia Board for Workforce Development (VBWD)**

Meeting Date – Thursday, 4/16

Woodrow Wilson Rehabilitation Center  
243 Woodrow Wilson Avenue  
Fishersville, VA

- **9:00 a.m.** Committee Meetings (WIA, Advanced Technology, Performance and Accountability, Military Transition Assistance)
- **10:30 a.m.** Full Board Meeting
- **12:00 p.m.** Lunch
- **1:15 p.m.** Full Board Reconvenes
- **2:30 p.m.** Adjournment

WIA Committee Members

Nathaniel Marshall (Chairman)

Mark Herzog (Vice- Chairman)

Doris Crouse-Mays

Mary Hynes

Bruce Phipps

Carole Pratt

Senator Frank Ruff

# VALLEY OJT - ALL OJT CONTRACTS

April 30, 2015

	2012	2013	H-1B 2014	NEG 2014	Total 2014	H-1B 2015	NEG 2015	Total 2015
January		25	9		9	22	0	22
February		26	10		10	8	1	9
March		25	12		12	17	3	20
April		17	7		7	13	1	14
May		19	6	1	7			0
June		16	16	2	18			0
July	1	15	12	3	15			0
August	6	13	32	2	34			0
September	3	17	25	1	26			0
October	1	19	23	0	23			0
November	21	11	12	2	14			0
December	6	14	12	0	12			0
<i>subtotal</i>			176	11		60	5	
Yearly Total	38	217		(24 NEG; 13 also in H-1b )	187		(33 NEG; 17 also in H-1b )	65
Cumulative OJTs	38	255			442			507
Cumulative H-1B OJTs	38	255	431			491		

**April 30, 2015**

SVWIB Board Packet 5/14/15  
23 of 59

## Abstract

- I. Lead Applicant Name: Shenandoah Valley Workforce Investment Board
- II. Lead Applicant City/State: Harrisonburg, Virginia
- III. Primary Partnership Entities:
  - a. Private Sector Entity: Virginia Manufacturers Association, a business-related nonprofit organization
  - b. Public Sector Entity: Shenandoah Valley Workforce Investment Board  
LWIA Local 4
- IV. Additional Key Partner(s): Virginia Department of Labor and Industry  
Division of Registered Apprenticeship a DOL-recognized State Apprenticeship Agency
- V. Areas Served by Grant: Commonwealth of Virginia
- VI. Total Funding Level Requested: \$4 Million
- VII. Project Name: Valley to Virginia (V2V) Apprenticeship Initiative
- VIII. Summary of Key Program Activities:
  - 1. Pre-Apprenticeship programs to increase pathways for underrepresented populations to obtain registered apprenticeships in welding and mechatronics occupations.
  - 2 -Increase penetration in a newly approved Industrial Manufacturing Technician (IMT) occupation (RAPIDS Code; 2031 Hybrid) by incorporating the Virginia Manufacturing Association's Manufacturing Technician I, industry endorsed certificate as the core Job Related Technical Instruction (RTI); the remaining 164 hours of RTI are packaged for ease of customizing the apprenticeship with craft skills, safety training, remedial, ESL, or soft skills (essential employment skills) options.

3-Apprenticeship Coaches will be hired to promote registered apprenticeship with business and expand the capacity of the state apprenticeship agency to service the increased volume of apprenticeship activity.

4-Promotion will include a just launched year-long campaign, “***InDEMAND*** Careers in the Shenandoah Valley” including 26 television spots promoting high-wage, high-growth, high demand jobs closely aligned with apprenticeships.

5-College credit evaluation for Journeyman certification at RACC member colleges.

- IX. Total Number of Participants to be Served: 600
- X. Populations to be Served: Underrepresented groups in registered apprenticeship
- XI. Targeted Industries/Occupations: Advanced Manufacturing Industry. Skilled Trades In-Demand Occupations in H-1B Career Pathways including Mechatronics, Industrial Maintenance Technician; CNC Machine Operator, Welder, and Production Technician
- XII. Public Contact Information: Sharon Johnson, CEO, Shenandoah Valley Workforce Investment Board, (540) 442.7134; [sjohnson@valleyworkforce.com](mailto:sjohnson@valleyworkforce.com)

**SVWIB Financial Reports for the period ending April 30, 2015**

<b>Project's Budget and Expenditures 04/30/15</b>				<b>Balance Sheet 04/30/15</b>	
	<b>WIA Budget</b>	<b>Expenditures YTD</b>	<b>83%</b>	<b>Assets</b>	
<b>WIA ALL FUNDS (07/01/14 to 06/30/15)</b>	<b>07/01/14 - 06/30/15</b>	<b>04/30/15</b>	<b>Expenditure %</b>	Cash in Bank	\$ 18,248
WIB Core Internal Operations	\$ 495,000	\$ 374,244	76%	Accounts Receivable	\$ 393
WIA Adult Contracts (03/31/15)	\$ 650,000	\$ 378,670	58%	Prepaid Expenses	\$ 1,000
WIA Dislocated Contracts (03/31/15)	\$ 650,000	\$ 275,582	42%		<b>\$ 19,641</b>
WIA Youth Contractors (03/31/15)	\$ 700,000	\$ 320,854	46%	<b>Liabilities</b>	
WIA Special Youth Pilot (10/01/14 to 9/30/15)	\$ 253,546	\$ 43,797	17%	Accounts Payable	\$ 137,589
Goodwill Transitions	\$ 52,361	\$ 52,361	100%	Accrued Leave and Taxes	\$ 51,961
Goodwill One Stop Services (03/31/15)	\$ 50,000	\$ 49,588	99%		<b>\$ 189,550</b>
Incumbent Worker Training	\$ 100,000	\$ -	0%	<b>Project Balances</b>	
Professional Services	\$ 5,000	\$ -	0%	Grants (Neg. balance is owed WIB)	\$ (169,939)
Valley Workforce Leases, IT services	\$ 150,000	\$ 134,145	89%	Grants (WIB owes funding source)	\$ 30
One Stop Establishment	\$ 20,000	\$ 19,317	97%		<b>\$ (169,909)</b>
Board Web Site, Branding & Outreach	\$ 30,000	\$ 10,639	35%		
<b>TOTAL</b>	<b>\$ 3,155,907</b>	<b>\$ 1,659,197</b>	<b>53%</b>		

<b>Special Grants as of 04/30/15</b>	<b>Project Budget</b>	<b>Expenditures PTD</b>	<b>Expenditure %</b>
Business Services (04/01/14 to 09/30/14)	\$ 50,000	\$ 50,000	100%
DEI/DARS (07/01/14 to 01/31/17)	\$ 20,000	\$ 838	4%
WIOA Transitions (03/01/15 to 12/31/15)	\$ 15,000	\$ 7,454	50%
Job Driven NEG (02/01/15 to 09/30/16)	\$ 1,402,034	\$ 18,813	1.34%
NEG OJT(03/01/14 to 06/30/15)	\$ 165,000	\$ 134,537	82%

<b>OJT Grant (04/12 to 03/16)</b>	<b>Project Budget</b>	<b>Expenditures PTD</b>	<b>Expenditure %</b>
Contribution to WIB Core Operations-Indirect	\$ 393,700	\$ 205,831	52%
OJT Grant Salaries and Fringes	\$ 844,161	\$ 495,194	59%
OJT Core Operations	\$ 164,655	\$ 109,926	67%
Other WIB's contracts and SVWIB Employer OJTs	\$ 3,597,484	\$ 2,979,724	83%
<b>TOTAL</b>	<b>\$ 5,000,000</b>	<b>\$ 3,790,675</b>	<b>76%</b>

<b>REVENUE &amp; EXPENDITURES YR TO DATE</b>	
REVENUES	\$ 2,734,434
EXPENDITURES	<u>\$ 2,904,373</u>
	<b>\$ (169,939)</b>

<b>CORE INTERNAL OPERATING BUDGET</b>	<b>Budget</b>	<b>Expenditures YTD</b>	<b>Expenditure</b>	<b>Balance</b>
	<b>07/01/14 - 06/30/15</b>	<b>04/30/15</b>	<b>%</b>	
Personnel Costs (Salaries & Fringe Benefits)	\$ 407,000	\$ 326,399	80%	\$ 80,601
Board Operations (DO & Bus. Insurance, WIB support, Advertising, Memberships)	\$ 16,000	\$ 9,029	56%	\$ 6,971
Office Operations (Supplies, Postage, Tech Support, Misc. for 8 staff )	\$ 9,700	\$ 7,793	80%	\$ 1,907
Financial (Audit, Outsourced Payroll & Taxes, Acct Software, Support & Training)	\$ 25,300	\$ 10,163	40%	\$ 15,137
Staff Travel (Conferences, VCCS meetings, Training, Monitoring)	\$ 37,000	\$ 20,860	56%	\$ 16,140
<b>Total</b>	<b>\$ 495,000</b>	<b>\$ 374,244</b>	<b>76%</b>	<b>\$ 120,756</b>

SVWIB SOURCES AND USES FY 2014-2015								
	WIA Admin	WIA Adult	WIA DW	WIA Youth	1 Yr. OJT	NEG-OJT	JD NEG	TOTAL
<b>Sources of Funds</b>								
WIA NEW NOO 15-16	\$ 233,625	\$ 664,304	\$ 689,369	\$ 748,953				\$ 2,336,251
Carry into 14-15 from previous fiscal year	\$ 201,180	\$ 355,054	\$ 486,213	\$ 496,918				\$ 1,539,365
Business Services	\$ 50,000							\$ 50,000
DEI-DARS	\$ 20,000							\$ 20,000
Job Driven NEG (2-2015 to 9-2016)							\$ 1,402,034	\$ 1,402,034
Valley OJT & NEG OJT Employer Contracts					\$ 800,000	\$ 155,000		\$ 955,000
OJT, NEG grant contribution to operations 14-15					\$ 83,000	\$ 10,000		\$ 93,000
OJT grant Core Operations 14-15					\$ 244,000			\$ 244,000
<b>TOTAL SOURCES</b>	\$ 504,805	\$ 1,019,358	\$ 1,175,582	\$ 1,245,871	\$ 1,127,000	\$ 165,000	\$ 1,402,034	\$ 6,639,650
<b>Uses of Funds</b>								
Personnel and Operating Budget	\$ 260,000	\$ 40,000	\$ 50,000	\$ 52,000	\$ 83,000	\$ 10,000		\$ 495,000
Goodwill Transitions Contract		\$ 14,598	\$ 16,536	\$ 21,227				\$ 52,361
WIA Contracts - Goodwill Year Round		\$ 650,000	\$ 650,000	\$ 700,000				\$ 2,000,000
OJT staff and core operations					\$ 244,000			\$ 244,000
OJT contracts, Employer OJT contracts					\$ 800,000			\$ 800,000
NEG OJT Employer OJT contracts(3-2014 to 6-2015)						\$ 155,000		\$ 155,000
Job Driven NEG (2-2015 to 9-2016)							\$ 1,402,034	\$ 1,402,034
WEB Development and Branding	\$ 4,000	\$ 9,500	\$ 8,500	\$ 8,000				\$ 30,000
Business Services	\$ 50,000							\$ 50,000
DEI	\$ 20,000							\$ 20,000
Valley Workforce/WIB 6 locations leases, IT, phone	\$ 15,000	\$ 47,000	\$ 48,000	\$ 40,000				\$ 150,000
Incumbent Worker Training			\$ 100,000					\$ 100,000
One Stop Contract, move, furniture, IT		\$ 24,000	\$ 25,000	\$ 21,000				\$ 70,000
Professional fees	\$ 5,000							\$ 5,000
Funds available for additional youth development		\$ -	\$ -	\$ 283,420				\$ 283,420
<b>TOTAL USES</b>	\$ 354,000	\$ 785,098	\$ 898,036	\$ 1,125,647	\$ 1,127,000	\$ 165,000	\$ 1,402,034	\$ 5,856,815
<b>Carry over into 2015-2016</b>	\$ 150,805	\$ 234,260	\$ 277,546	\$ 120,224	\$ -	\$ -	\$ -	\$ 782,835
<b>TOTAL USES &amp; CARRY OVER</b>	\$ 504,805	\$ 1,019,358	\$ 1,175,582	\$ 1,245,871	\$ 1,127,000	\$ 165,000	\$ 1,402,034	\$ 6,639,650



## Shenandoah Valley Workforce Investment Board

### FINANCE COMMITTEE DECISION BRIEF

May 14, 2015 Meeting

**Date:** May 14, 2015

**Reference:** The Finance Committee is responsible for recommending the selection of an auditor and the extension of such contract.

**Background:** The Board issues an RFP for the purpose of procuring an independent auditor as required by the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as superseded by the 2 CFR Part 200 Uniform Administrative Requirements, *Cost Principles and Audit Requirements for Federal Awards*. The resulting contract for services will be between the SVWIB and the auditing firm. The contract will be for the audit of the fiscal year beginning July 1, 2014 and ending June 30, 2015. The contract will be for one year with an option for two additional two-year renewals at the discretion of the SVWIB.

**Summary:** The Finance Committee recommends the Board approve the RFP as presented for audit services.

**Action Needed:** A motion to accept the RFP for audit services to cover the period of audit of the fiscal year beginning July 1, 2014 and ending June 30, 2015 with the an option for two additional two-year renewals at the discretion of the SVWIB.



DATE: March 16, 2015

TO: Prospective auditing firms

FROM: Sharon Johnson, CEO  
Shenandoah Valley Workforce Investment Board (SVWIB)

SUBJECT: Audit Request for Proposal (RFP)

In compliance with the Workforce Investment Act (WIA), (Workforce Innovation and Opportunity Act as of July 1, 2015), the Shenandoah Valley Workforce Investment Board, Inc. (SVWIB), is soliciting proposals from qualified sources to provide professional services of a Certified Public Accounting firm to conduct a financial and compliance audit of WIA as administered by the SVWIB.

The SVWIB is an Equal Opportunity Employer

The documents attached to this letter constitute the official SVWIB Request for Proposal, with description of the proposal format to be followed. Proposals are acceptable only in the format as prescribed in the proposal; completed proposals are due to the SVWIB no later than **June 15, 2015, 4:00 pm**. Proposals are to be submitted in three (3) paper copies, one with original signatures, to the below address:

Shenandoah Valley Workforce Investment Board  
P.O. Box 869  
Harrisonburg, VA 22803

Alternatively, proposals may be submitted electronically in a PDF version to [Finance@valleyworkforce.com](mailto:Finance@valleyworkforce.com); the SVWIB will acknowledge receipt of any electronic proposal received.

Technical assistance concerning this Request for Proposal and its submission is available by contacting:

Cathi Ritter, CPA  
Financial Officer  
540-442-7134 x103  
[CathiRitter@valleyworkforce.com](mailto:CathiRitter@valleyworkforce.com)

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- I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to establish a contract through competitive negotiation for the professional services of a certified public accounting firm. Such firm's principal officers are to be independent certified public accountants (CPAs), certified or licensed by a regulatory authority of the Commonwealth of Virginia or other political subdivision of the United States, and hereinafter referred to as the "auditing firm." The auditing firm will be expected to conduct financial and compliance audits of Workforce Investment Act (WIA), National Emergency Grant (NEG), H-1B Technical Skills Training Grant (H-1B) and any other funding streams administered by the Shenandoah Valley Workforce Development Board (SVWIB), Virginia Local Workforce Investment Area (LWIA) 4.

The contract will be for the audit of the fiscal year beginning July 1, 2014 and ending June 30, 2015. The resulting contract for services will be between the SVWIB and the auditing firm. The contract will be for one year with an option for two additional two-year renewals at the discretion of the SVWIB.

II. **BACKGROUND:**

- A. The SVWIB is responsible for overseeing the delivery of training programs authorized under the above-cited legislation within the cities of Buena Vista, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester, and the counties of Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren. These sixteen jurisdictions comprise LWIA 4. Funds allotted under the above Acts and funding streams are used to implement programs to prepare youth and unskilled adults for entry into the labor force and to provide job training to dislocated workers and those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training, to obtain productive employment.
- B. The SVWIB projected funds to be audited for the period ending June 30, 2015 are as follows:

<b>Grant/Program</b>	<b>CFDA No.</b>	<b>Projected Expenditures</b>
WIA Title I – Adult	17.258	\$ 652,900
WIA Title I - Youth	17.259	\$ 557,500
WIA Title I – Dislocated Worker Program	17.278	\$ 630,900
H-1B Technical Skills Training Grant	17.268	\$ 1,426,600
WIA National Emergency Grant	17.277	\$ 134,100
Employment Service/Wagner-Peyser Funded Activities	17.207	\$ 1,000

### III. STATEMENT OF NEEDS:

- A. Audit services are to include examination of financial statements in accordance with generally accepted auditing standards (GAAS), promulgated by the American Institute of Certified Public Accountants (AICPA), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Generally Accepted Governmental Auditing Standards (GAGAS); U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as implemented by DOL regulations at 29 CFR part 97 as superseded by the 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements* for Federal Awards; the *Single Audit Act of 1984* (as amended in 1996) and as required by the Virginia Community College System (VCCS) and the Department of Labor – Employment & Training Administration (ETA).
- B. Audit services must include an examination for compliance with applicable federal laws and regulations and applicable regulations and laws of the Commonwealth of Virginia as well as other applicable contracts and grant agreements. Compliance references include Public Law 105-220 (Workforce Investment Act), Public Law 113-128 (Workforce Innovation and Opportunity Act as of July 1, 2015) and other grants as applicable. Applicable regulations and policies may vary by agency and or program, and the auditing firm will need to obtain those particular statutes and rules pertinent to the programs to be included in the audit. The auditing firm shall perform sufficient tests to determine compliance with all applicable matters and shall report any material departures.
- C. SVWIB utilizes GMS Accounting and Financial Management/Reporting System for reporting and maintenance of accounting records. Accounting data from prior years (audit reports, management letters, etc.) are accessible to authorized Federal and awarding agency staff and verifiable for monitoring, reporting, audit and evaluation purposes.

Records retention procedures for the SVWIB are conducted in accordance with 2 CFR 200.333, which requires that records be retained for three years from the date of the submission of the final expenditure report for the program year in question.
- D. The auditing firm shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report(s) to the SVWIB, unless the auditing firm is notified in writing by the cognizant agency for audit, oversight agency for audit, or pass-through entity to extend the retention period.

If the auditing firm becomes aware that the Federal awarding agency, pass-through entity, or the SVWIB is contesting an audit finding, the auditing firm shall contact the parties contesting the audit finding for guidance prior to destruction of the working papers and reports.

Audit working papers shall be made available upon request to the cognizant or oversight agency for audit or its designee, a Federal agency providing direct or indirect funding, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary.

- E. The SVWIB's Financial Officer will serve as the agency's audit monitor during the contract to perform a review of any planning documents, internal control review documents, audit work programs, audit work papers, and draft management letter comments prepared by the firm.

Technical assistance concerning the interpretation of federal and state laws, regulations, and policies, and the accounting principles of the Commonwealth will also be provided by the monitor as well as state issued monitoring reports.

At the conclusion of the engagement but prior to the issuance of the final report, the Auditing Firm shall conduct an exit conference with the appropriate officials of the SVWIB to review audit findings and to provide responses and clarifications as deemed appropriate.

- F. The Auditing Firm shall assist the SVWIB in preparing the audit to be submitted to the Federal Audit Clearinghouse.
- G. The Auditing Firm shall assist the SVWIB in preparing Federal Form 990, Return of Organization Exempt from Income Tax.
- H. The SVWIB reserves the right to conduct any review to assure services conform to these specifications.

#### IV. REPORTING AND DELIVERY REQUIREMENTS

- A. The auditing firm shall submit the independent auditors' reports to be delivered to the SVWIB in final form on or before **September 24, 2015**.
- B. All final fieldwork shall be performed in a reasonable and timely manner and shall be completed between August 10, 2015 through September 23, 2015.

- C. The auditing firm shall submit to the SVWIB a comprehensive management letter indicating any deficiencies noted in internal controls and in the accuracy of financial records, and any deficiencies in the compliance report mentioned in Section III., (*Statement of Needs*) of this RFP on **September 24, 2015**.
- D. The auditing firm shall furnish one unbound copy of the final report along with five (5) bound copies of the final report to the SVWIB, one (1) electronic copy and one (1) copy directly to the VCCS Director of Administration and Finance.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL PROPOSAL REQUIREMENTS:

1. PROPOSAL PREPARATION:

- a. No portion of the work shall be subcontracted without the prior written consent of the SVWIB. In the event that the auditing firm desires to subcontract some part of the work specified herein, the auditing firm shall clearly state its intentions and furnish the names, qualifications, and experience of the proposed subcontractors as part of their signed proposal.
- b. Proposals shall be signed by an authorized representative of the auditing firm. All information requested must be submitted. Failure to submit all information requested may result in the SVWIB requiring prompt submission of omitted information and/or giving a lower evaluation of the proposal. Proposals, which are substantially incomplete, or lack key information, may be rejected by the SVWIB. Mandatory requirements are those required by law or regulation, and are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the guiding paragraph number of the corresponding section of the RFP.

- e. Each copy of the proposal should be bound, or contained in a single volume/file where practical. All documentation submitted with the proposal should be contained in that single volume/file.
- f. Ownership of all data, materials and documentation originated and prepared for the SVWIB pursuant to the RFP shall belong exclusively to the SVWIB and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices, as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

- g. Since this is a professional services solicitation, applicants are not required to submit a cost schedule with their proposal but may do so. The cost will not be considered in the evaluation for the proposal.

- 2. ORAL PRESENTATIONS: Applicants who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SVWIB. This provides an opportunity for applicants to clarify or elaborate on their proposal. This is a fact-finding and an explanation session only and does not include negotiation. The SVWIB will schedule the time and location of these presentations. *Oral presentations are an option of the SVWIB and may or may not be conducted.*

- B. SPECIFIC PROPOSAL REQUIREMENTS: Proposals should be as thorough and detailed as possible so that the SVWIB may properly evaluate the applicant's capabilities to provide the required services. Applicants are required to return this complete RFP, with the RFP cover sheet and addenda, if any, signed and filled out as required. Applicants are required to submit the following items as a complete proposal:

1. *Qualifications and experience of Auditing Firms*: The applicant shall provide an overview of its organization including its qualifications to perform the audit and the firm's experience with auditing Workforce Investment Act funds, federal grant auditing and political sub-division audits in the Commonwealth; the years the firm has been in business, and the number and location of offices in the U.S.. The applicant shall disclose the identity of any parent corporation and any subsidiaries, if appropriate, and of any subcontractors. The applicant shall certify that:
  - a. They are an independent firm, as defined by applicable auditing standards,
  - b. They have not been suspended or debarred from performing government audits, or from other government activity, and
  - c. They have not been the object of any disciplinary action during the past three years.

The applicant shall briefly describe any peer reviews conducted within the last three years and the results of such reviews.

2. *References from other clients that pertain to prior project experience encompassing the same or similar requirements as set forth in the Statement of Needs*:
  - a. Supply three (3) project references, which must include company name, address, phone number and contact person.
  - b. For each referenced project, the applicant shall provide a description of the work performed, the time period of the project, the staff-months expended, and the scheduled and actual completion dates of the project.

3. *Quality and experience of Applicant, and Any Subcontractor personnel to be assigned to the project:* Names, qualifications and experience of specific personnel to be assigned to the project are required. Resumes including relevant experience and continuing professional education for each supervisory person to be assigned to perform the audit are also to be provided.
4. *Methodology:* The applicant shall provide a narrative describing in general detail the procedures that will be followed to plan, conduct, and report the results of the audit and how these activities will be coordinated with the SVWIB Staff.
5. *Capability:* The auditing firm shall provide a narrative describing in general detail the methods that will be used during the conduct of the audit that will result in by-products such as: improved processes, technical assistance, and cooperative problem solving.
6. *Other Criteria - Small Business, Women or Minority Owned Business Participation:* The applicant shall indicate if they are a small, women or minority owned business. To the extent that the applicant proposes to subcontract with a small business, women or minority owned business, describe the degree of participation in terms of percent of contract hours and fees and the applicant's plan to involve the subcontracting firm in the audit. Any assignment of the contract in whole or part must be pre-approved by SVWIB. Additional points will be given to those applicants who are considered a small business, women or minority owned business or to those who subcontract with the aforementioned businesses.

VI. EVALUATION CRITERIA:

EVALUATION CRITERIA: Proposal shall be evaluated by the agency using the following criteria that shall also apply to, and be used to evaluate the applicant's subcontractors:

		<u>Point Value</u>
1.	<i>Qualifications and experience of applicant in providing auditing services</i>	40
2.	<i>References from other clients</i>	05
3.	<i>Quality and experience of personnel to be assigned to the projects</i>	30
4.	<i>Methodology (Applicant's approach in accomplishing financial and compliance audits)</i>	20
5.	<i>Capability (Applicant's approach in accomplishing audits that improve the client's processes, coordinate auditing with technical assistance, suggestions to implement solutions to ensure problems do not persist and demonstrate cooperative, timely, and appropriate methodology)</i>	05
6.	<i>Small Business, Women or Minority Owned Business Participation (Applicant's engaging in such business may be awarded two (2) additional points)</i>	00
	<b>TOTAL</b>	<b>100</b>

The SVWIB shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible and non-binding cost estimates may be discussed. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The SVWIB shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious; negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the SVWIB can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.

Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the SVWIB determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

- VII. AWARD OF CONTRACT: An award shall be made to the responsible firm whose proposal is determined in writing to be the more advantageous to the SVWIB taking into consideration the evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made. The award of a contract shall be at the sole discretion of the SVWIB. The award shall be based on the evaluation of all information as the SVWIB may request. The SVWIB reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, the SVWIB reserves the right to enter into a contract deemed to be in its best interest.

VIII. GENERAL TERMS AND CONDITIONS

- A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The auditing firm shall comply with all applicable federal, state and local laws, and rules and regulations.
- B. ANTI-DISCRIMINATION: By submitting their proposals, auditing firms certify to the SVWIB that they will conform with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4310 of the Virginia Public Procurement Act.

1. During the performance of this contract, the auditing firm agrees as follows:
  - a. The auditing firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the auditing firm. The auditing firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The auditing firm, in all solicitations or advertisements for employees placed by or on behalf of the auditing firm, will state that such auditing firm is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- C. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, auditing firms certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other auditing firm, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any employee having official responsibility for this procurement transaction, and have not received any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The auditing firm and any related organizations will not be allowed, during the contract period, to perform or submit proposals on accounting, consulting, compilation and review, or any other services for the SVWIB.
- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, auditing firms certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. DEBARMENT STATUS: By submitting their proposals, auditing firms certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- E. ANTITRUST: By entering into a contract, the auditing firm conveys, sells, assigns, and transfers to the SVWIB all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SVWIB under said contract.
- F. MANDATORY USE OF FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official entity form (if provided) for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the SVWIB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- G. CLARIFICATION OF TERMS: If any prospective auditing firm has questions about the specifications or other solicitation documents, the prospective auditing firm should contact the SVWIB's Financial Officer (whose contact information is contained on the face of the solicitation) for technical assistance no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the SVWIB.
- H. PAYMENT: Payment to the auditing firm shall be made upon completion of the services and acceptance of the reports by the SVWIB or other terms as mutually agreed upon by the parties.
- I. PRECEDENCE OF TERMS: Paragraphs A-H of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. QUALIFICATIONS OF AUDITING FIRMS: The SVWIB may make such reasonable investigations as deemed proper and necessary to determine the ability of the auditing firm and subcontractors to perform the services/furnish the goods, and the auditing firm and subcontractor shall furnish to the SVWIB all such information and data for this purpose as may be requested. The SVWIB reserves the right to inspect the auditing firms and subcontractors' physical facilities prior to award to satisfy questions regarding the auditing firm's capabilities. The SVWIB further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such auditing firm fails to satisfy the SVWIB that such auditing firm is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- K. TESTING AND INSPECTION: The SVWIB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- L. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the auditing firm in whole or in part without the written consent of the SVWIB.
- M. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The SVWIB may order changes within the general scope of the contract at any time by written notice to the auditing firm. Changes within the scope of the contract include, but are not limited to, items such as services to be performed and the timing of services rendered and dates of deliverables. The auditing firm shall comply with the notice upon receipt. The auditing firm shall be compensated for any additional costs incurred as the result of such order and shall give the SVWIB a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract. If the work can be expressed in units, the auditing firm shall account for the number of units of work performed, subject to the SVWIB's right to audit the firm's records and/or to determine the correct number of units independently; or
    - c. By ordering the auditing firm to proceed with the work and keep a record of all costs incurred and savings realized, a markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The auditing firm shall present the SVWIB with all vouchers and records of expenses incurred and savings realized.

The SVWIB shall have the right to audit the records of the auditing firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SVWIB within thirty (30) days from the date of receipt of the written order from the SVWIB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the auditing firm from promptly complying with the changes ordered by the SVWIB, or with the performance of the contract generally.

- N. DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the SVWIB, after due oral or written notice, may procure them from other sources and hold the auditing firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SVWIB may have available to it.

IX. SPECIAL TERMS AND CONDITIONS:

- A. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror	Due Date	Time
Street or Box Number		
City, State, Zip Code		RFP Title

The envelope should be addressed to:

Shenandoah Valley Workforce Investment Board  
Attention: Cathi Ritter, Financial Officer  
P O Box 869  
Harrisonburg, VA 22803

For delivery services only:

Shenandoah Valley Workforce Investment Board  
Attention: Cathi Ritter, Financial Officer  
217 S. Liberty St., Suite 203  
Harrisonburg, VA 22801

- B. CONFIDENTIALITY OF INFORMATION: The auditing firm shall treat all information utilized in its performance of the contract as confidential, personal information. The auditing firm shall handle all confidential information in accordance with the Virginia Privacy Protection Act. All files and other records developed or maintained pursuant to the execution of the contract are the property of the SVWIB, and shall be delivered to the agency upon demand. The auditing firm merely serves as the custodian of the files, and acts as agent for the SVWIB in the performance of the project requirements.
- C. CANCELLATION OF CONTRACT: The SVWIB reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 10 days written notice to the auditing firm. In such event, the SVWIB will only be liable for costs incurred to the date of termination.
- D. CONTRACT RENEWAL: Contract may be renewed for two additional two-year renewals at the sole discretion of the SVWIB.

- E. CONTRACT EXTENSION: The SVWIB reserves the right to extend any resulting contract, in part, for a period of up to six (6) months, under the terms and conditions of the original contract, to allow completion of work undertaken, but not completed, during the original term of the contract, without additional consideration to be paid to the auditing firm.
- F. TERMINATION: The SVWIB reserves the right to terminate the contract for the convenience of the SVWIB when certain occasions arise. It is understood and agreed between the SVWIB and the auditing firm, that the SVWIB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. WORKFORCE INVESTMENT ACT (WIA): This solicitation is subject to the provisions of Section 107 of the Act (WIA). The provisions of Regulation 627.422 (Determination of Demonstrated Performance) are hereby incorporated into this solicitation as applicable to proposing auditing firms. This solicitation is subject to the provisions of WIA State Oversight, Financial management, Monitoring, Procurement, Equal Opportunity, the Commonwealth of Virginia's WIA Regulations and Policy as promulgated by the Virginia Community College System (VCCS), and any revisions thereto, which are hereby incorporated into this contract in their entirety. This solicitation is subject to specific grant requirements, which are hereby incorporated into this contract in their entirety.
- X. INDEMNIFICATION: The auditing firm agrees to indemnify, defend and hold harmless the SVWIB, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the auditing firm, provided that such liability is not attributed to the sole negligence of the SVWIB. These provisions apply to each sub-tier auditing firm performing under the primary contract.

**DRAFT April, 2015**

**Shenandoah Valley  
Workforce Development Board Inc.**

**BYLAWS**

Shenandoah Valley Workforce Development Board Inc.  
217 South Liberty Street, Suite 203  
Post Office Box 869  
Harrisonburg, VA 22803

Phone: (540) 442-7134  
Fax: (540) 434-0803

**Adopted: May XX, 2015**

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# **By-Laws for the Shenandoah Valley Workforce Development Board Inc.**

## **ARTICLE I** **NAME, MISSION AND AUTHORITY**

These By-Laws are established by the Shenandoah Valley Workforce Development Board (SVWDB) Inc., hereinafter referred to in these bylaws as the Board. The Mission of the Board is: Building partnerships to create workforce opportunities that cultivate business, grow jobs, develop people, and build community. The Board and its authority to operate shall conform to the provisions of Public Law 113-128, Workforce Innovation and Opportunity Act (WIOA) of 2014, and to all federal and state guidelines for the Act. It shall also conform to any grant requirements for any other funding source.

## **ARTICLE II** **SERVICE AREA AND PRINCIPAL OFFICE**

The Board shall serve the counties of Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah, and Warren, and the cities of Buena Vista, Harrisonburg, Lexington, Staunton, Waynesboro, and Winchester. The principal office of the Board shall be in a location designated by the Board, within the jurisdictions served by the Board.

## **ARTICLE III** **PURPOSE AND DUTIES**

It is the Vision of the Board to help ensure a highly skilled and engaged workforce. It is the purpose of the Board to improve the quality of the workforce readiness delivery system as it intersects with labor market supply and demand. This includes a thorough analysis of the effectiveness of employment, training, education, and social services institutions, programs and policies. The Board is responsible for the strategic planning of employment, training, and educational-related programs and services, and will provide leadership with regard to workforce issues and serve as a forum where all planning, coordination, labor market assessment, and customer service needs will be addressed. Although its principal funding source is the Workforce Innovation and Opportunity Act, additional grant funds to provide employment training opportunities for clients in its service area will also be sought from the Department of Labor, and other funding sources.

## **ARTICLE IV** **MEMBERSHIP**

### **Section 1. Appointment of Members**

The Shenandoah Valley Consortium of Chief Elected Officials (hereafter referred to as the CEO Consortium) appoints members to the Board, in accordance with WIOA, Section 107. Diversity considerations should be given when appointing members to the local Board to ensure racial, ethnic, and cultural diversity, as well as the diversity of individuals with disabilities from labor markets within the local Workforce Development Area.

The membership of the Board shall be appointed by the CEO Consortium. Nomination and selection of members shall be in accordance with the provisions of Section 107 of the Workforce Innovation and Opportunity Act of 2014. Membership shall include at least one representative of the following:

- (A) Economic and Community Development Entities;
- (B) Department of Aging and Rehabilitative Services administering activities under WIOA Title IV;
- (C) Eligible providers administering adult education and literacy activities under WIOA Title II
- (D) School Division Career and Technical Education program;
- (E) Community Colleges;
- (F) Virginia Employment Commission;
- (G) Labor Organizations (2 representatives);
- (H) Training Director or labor representative from a joint labor-management apprenticeship program or state representatives from registered apprenticeship programs.

Not less than 20 percent of the members shall be from categories (F) and (G) above, or from community based organizations that have a demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities or in addressing the employment, training, or education needs of eligible youth, including organizations that serve out-of-school youth.

The total membership shall be comprised of at least a 51percent majority of private industry members. In order to maintain a majority of private industry members, it may be necessary for some jurisdiction members to have more than one private industry member. In instances where private sector membership needs to be limited due to the allocation of additional private industry members, the Consortium shall consider the relative populations of the member jurisdictions and Sub-Regions.

Subject to the limitations imposed by the mandatory representation outlined above, membership may include representatives of other agencies or community based organizations providing regional planning, housing assistance, public assistance, educational services, employment training services, and other services and other individuals as the CEO Consortium may determine to be appropriate.

#### Section 2. Term of Office

All terms shall be for four years, with the terms of members of the former Shenandoah Valley Workforce Investment Board continuing, as deemed appropriate by the CEO Consortium. A local governing body may reappoint its current representative upon the expiration of that member's term; in such instances, the Board does not consider a vacancy to have occurred. Appointments to fill vacancies shall be carried out in the same manner as the original appointments. Each appointment and reappointment shall be for a full four-year term.

#### Section 3. Resignation.

Members desiring to resign should remain on the Board until a replacement has been appointed, and should coordinate with the local jurisdiction to secure a replacement within 60 days of expressing their desire to resign.

#### Section 4. Alternates.

Each member may appoint an alternate to attend meetings in his/her absence upon notification to the Board's Chairperson, Vice-Chairperson or Chief Executive Officer. Alternates shall have full rights to participate in Board discussions and vote on matters before the Board.

#### Section 5. Compensation.

Members of the Board shall serve without compensation for their service. Members, and their alternates, may be reimbursed for travel, meals, and lodging and other expenses directly related to participation in Board activities.

### **ARTICLE V** **VOTING RIGHTS**

#### Section 1. Voting

Each member of the Board, or that member's alternate, shall have one equal vote in all matters before the Board.

#### Section 2. Majority

Unless indicated otherwise in these bylaws, all actions of the Board shall be approved by a simple majority vote of the members present and voting.

#### Section 3. Quorum

The quorum for a meeting shall consist of a majority of both the private sector and public sector members or their alternates.

#### Section 4. Voting Prohibitions

A member of the Board who has a personal interest in a proposal or contract that is presented to the Board is not in violation of the Act if, in negotiating for the proposal/contract, the member does not participate in any way as a Board member and this action is set forth as a matter of public record. No member of the Board shall cast a vote on the provision of services by that member (or any organization for which that member directly represents) or vote on any matter which would provide direct or indirect financial benefit to that member. A Board member who is associated with an entity that has submitted a RFP for a contract must abstain from the discussion process as well as the voting process when that entity is presented to the Board. Willful violation of conflict of interest standards may be cause for removal from Board membership. (See Article XI on Conflict of Interest and Confidentiality.)

### **ARTICLE VI** **OFFICERS AND THEIR DUTIES**

#### Section 1. Officers

The elected officers of the Board shall be a Chairperson, Vice-Chairperson and Secretary-Treasurer. The terms of all officers shall begin July 1 and shall be for two years.

#### Section 2. Nomination Process

In March or May of every other year, the Chairperson shall receive nominations which shall place the names of eligible and willing members in nomination for the offices of Chairperson, Vice-Chairperson, and Secretary-Treasurer at an annual meeting in to be held in May or July. These nominations shall be distributed to all members at least two days before the annual meeting in May or July. The existing

Chairperson, Vice-Chairperson and Secretary-Treasurer may succeed themselves. Both the Chairperson and the Vice-Chairperson shall be elected from among the members who are representatives of the private sector. Nominations from the floor shall be allowed. Candidates for these positions shall be placed on the ballot and officers shall be elected at this meeting by a public voice vote. Vacancies occurring between election cycles should be handled by the above process, with elections being announced in advance of any meeting.

#### Section 3. Duties of the Chairperson

The Chair shall coordinate Board meeting schedules and agenda items with the Board's Chief Executive Officer. The Chair is responsible for conducting all Board meetings according to *Robert's Rules of Order*. He/she shall supervise the CEO and direct staff actions in compliance with the wishes of the Board. He/she may direct the convening of the Board and its committees when circumstances warrant.

#### Section 3. Duties of the Vice-Chairperson

The Vice-Chair shall assist the Chair in conducting Board business. In the Chair's absence, the Vice-Chair shall perform the duties of the Chair, with all the power and authority of the Chair's office. Further, the Vice-Chair of the Board shall have such duties as may be assigned by the Board.

#### Section 3. Duties of the Secretary-Treasurer

The Secretary-Treasurer shall ensure, with the assistance of staff, that at a minimum, the following functions be performed: presentation of the financial report to the Board following receipt of the annual audit; preparation and maintenance of a permanent, written record of all Board proceedings; transmission of a copy of the minutes of each Board meeting to each member prior to the next regular meeting; and working with the Executive Committee to periodically review programs and grants and their financial implications.

### **ARTICLE VII** **COMMITTEES**

#### Section 1. Executive Committee

##### Section 1.1 Membership

There will be an Executive Committee which shall consist of the Chairperson, the Vice-Chairperson, the Secretary-Treasurer and four members at-large elected annually by the Board. The membership of the four members at-large shall consist of one member from the local community colleges, one member from economic development, and the other two members at-large. In the event that this composition cannot be satisfied, the nominations should first look to another member from the business community. An effort will be made to "balance" the membership so that different regions of the service area are represented on the Executive Committee.

##### Section 1.2. Powers

The Executive Committee shall be empowered to act on behalf of the full Board to conduct business between Board meetings and to act under unusual circumstances as determined by the Chairperson, with the affirmative vote of a majority of its members. The full Board shall be informed of any action taken by the Executive Committee at the next scheduled meeting. All members shall be notified of Executive Committee meetings and may participate in the discussion.

### Section 1.3. Meetings

The Executive Committee shall meet on a regular basis or at the call of the Chairperson or upon written request of three or more members of the Executive Committee.

### Section 1.4. Purpose

It shall be the purpose of the Executive Committee to make recommendations to the full Board and to assist the officers and staff of the Board in the execution of the duties established by the Board.

## Section 2. Finance Committee

### Section 2.1 Membership

The Board Chair shall appoint the membership of the Finance Committee with concurrence of the Board. The Secretary/Treasurer shall serve as committee Chair.

### Section 2.2 Purpose

This Finance Committee shall: Develop the budget; ensure timely monitoring of funds for accuracy; develop financial controls; prepare financial reports; and review major grants and fund expenditures. The committee shall review all audit findings and, with the assistance of staff, present those findings to the Board.

## Section 3. Operations Committee

### Section 3.1 Membership

The Operations Committee membership shall consist of members of the Executive Committee. Working Groups may be established to address specific needs related to the workforce delivery system.

### Section 3.2 Purpose

This committee shall provide information and assist with operational and other issues relating to the WIOA workforce delivery system; review and present draft policies and procedures for Board approval; conduct an annual review of service provider performance; develop service delivery strategy; oversee performance of the WIOA system; work with the Finance Committee as needed to ensure sound financial planning and budgeting.

## Section 4. Youth Committee

### Section 4.1 Membership

The Board Chair shall appoint the membership of the Youth Committee, designate the committee Chair who shall be a member of the Board. Membership shall include community and education organizations with a demonstrated record of success in serving eligible youth. Appointments to membership on the committee shall give reasonable representation of each geographical area in the Board's service area.

### Section 4.2 Purpose

The Youth Committee shall provide information and assist with planning, operational, and other issues relating to the provision of services to youth.

## Section 5. Disabilities Advisory Committee

### Section 5.1 Membership

The Board Chair shall appoint the membership of Disabilities Advisory Committee and designate the committee Chair, who shall be a member of the Board. Committee membership may include representatives of organizations providing services to individuals with disabilities. Appointments to membership on this committee shall give reasonable representation of each geographical area in the Board's service area.

### Section 5.2 Purpose

This committee shall assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

## Section 6. Other Committees

The Board chairperson may appoint additional standing committees, ad-hoc committees and task forces as required.

## **ARTICLE VIII** **MEETINGS**

### Section 1. Regular Meetings

Regular meetings shall be held at least on a quarterly basis, according to the schedule published by the Chairperson, or as needed, as determined by the Executive Committee. All regular meetings shall have a predetermined agenda and associated working documents. All agenda items that are known to require a vote should be identified. Meetings may be conducted electronically via teleconferencing, digital teleconferencing, or a combination of the two methods subject to the Virginia Freedom of Information Act. Notices of all regular and committee meetings shall be given to each member. Public notice will be given of all meetings no less than five (5) working days prior to the regularly scheduled meeting date. Publication of the date, time, and place on the Board website shall constitute public notice of the meeting.

### Section 2. Notice of Regular and Committee Meetings.

Written notice of all regular and committee meetings of the Board shall be provided to each member a minimum of seven (7) days prior to the date called for the meeting. Such notices shall include a tentative agenda and a description of any matter(s) to be considered for vote at the regular meeting. The Chair shall prepare the agenda for the meeting. Public notice of the date, time, and place of the Shenandoah Valley Workforce Development Board meetings shall be provided as required by law.

### Section 3. Special Meetings.

Special meetings of the Board may be called by the Chair, the Executive Committee, or upon written application by at least one-fourth of members of the Board. Members of the Board shall be provided written notice of special meetings a minimum of forty-eight hours in advance of the special meeting. Such notice shall include a description of the matter(s) for which the special meeting is called. Only business specified in the special meeting notice may be considered.

### Section 4. Executive Committee Meetings

The Executive Committee is empowered to meet and work with Board staff members, contractors, partners, and others as necessary to ensure that the Board responsibilities are completed to facilitate timely transactions. A simple majority vote of the Executive Committee is sufficient for passage of any item placed before the Committee for action. Action taken by the Committee shall be reviewed with the full Board at its next regularly scheduled meeting for concurrence.

### Section 5. Meetings Open to the Public.

All meetings of the Board and its committees shall be open to the public. The Board shall make available to the public, on a regular basis through its open meetings, information regarding activities of the Board, including information on the SVWDB Plan, information regarding members, and minutes of Board meetings.

### Sections 6 Executive Session

Closed executive sessions may be used according to the provisions of the Virginia Freedom of Information Act. Such sessions may be held during or after an open meeting, or may be announced for a future time. The purpose for holding a closed executive session must be announced at the open meeting either immediately prior or subsequent to the closed executive session. Official action on any matter discussed at a closed executive session must be taken at an open meeting.

### Section 7. Compliance with Sunshine Laws

In order to comply with the Sunshine Provisions, the Board, and any of its subcommittees authorized to take official action on behalf of the Board, shall:

1. 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 Local Board business. "Deliberations" are discussions of Local Board business necessary in order to reach decisions.
2. Ensure that all meetings are held in an accessible location for the disabled and that all information is provided in accessible and alternate formats.
3. 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.
4. Ensure that votes of Local Board members are publicly cast and, in the case of roll call votes, recorded.
5. 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 roll call votes, and the names of any citizens who appeared and gave testimony.

### Section 8. Proceedings.

All proceedings shall follow the Robert's Rules of Order, current edition.

Section 9. Meeting Minutes.

Minutes of the Board meetings shall be taken and shall be distributed for approval to all Board members at or before the next regular meeting of the Board.

**ARTICLE VIV**  
**MAINTENANCE OF RECORDS**

The Board shall maintain, at its principal office, a permanent record of the minutes of all meetings of the Board and its Executive Committee. A copy of the following records shall be maintained at the Board's principal office: bylaws and all amendments thereto; all written communications to all members over the past three years; a list of the names and business addresses of the members and officers currently serving on the Board; any written reports, studies, recommendations, plans or documents approved and adopted by the Board in the course of carrying out its duties and purposes.

**ARTICLE X**  
**NON-DISCRIMINATION**

The Board shall not discriminate against any employee, agent, provider of consulting or contract services, or against any applicant for employment, agent, or consulting or contract services on the basis of race, color, religion, sex, national origin, disability, or veteran status. It shall be the policy and practice of the Board to comply fully with federal and state laws, regulations, and requirements governing nondiscrimination, affirmative action, equal employment, and civil rights.

**ARTICLE XI**  
**CONFLICT OF INTEREST AND CONFIDENTIALITY**

No official or employee of the Board authorized in their official capacity to negotiate, make, accept for approval, or to take part in the negotiating, making accepting or approving any contract or subcontract in connection with the project; shall have directly or indirectly any financial or personal interest in such contract or subcontract. It shall be against the policy of the Board for any employee or volunteer to directly or indirectly, corruptly ask, for themselves or any other person or entity in return for: being influenced in their performance of their job or position; being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or to make opportunity for the commission of any fraud on the Board; being induced to do or admit to any act in violation of their official duties.

Section 1. Voting and Conflict of Interest

Section 107(h) of the WIOA and these by-laws prohibit a member of the Board from voting on a matter under consideration by the Board when:

- A. The matter concerns the provision of services by the member or by an entity that the member represents; or

- B. The matter would provide direct financial benefit to the member or the immediate family of the member. (For purposes of this policy, immediate family means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandson, granddaughter, grandparent, stepparent, stepchild, or any person residing in the same household); or
- C. The matter concerns any other activity determined by the Board to constitute a conflict of interest as specified in the SVWDB Plan.

## Section 2. Appearance of Conflict

Members of the Board are expected to avoid unethical behavior in the course of performing their official duties. The Board not only expects its members to avoid impropriety, but also to avoid the appearance of impropriety whether or not any actually exists. Members must avoid the appearance of: using their position for private gain; giving preferential treatment to any person or entity; losing their independence or impartiality in making decisions; acting in any way that might erode public confidence in the integrity of the Board.

## Section 3. Confidentiality.

All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Board. Members shall not disclose confidential information obtained in the course of or by reason of his/her membership on the Board to any person or entity not directly involved with the business of the Board.

1. No member shall use confidential information obtained in the course of or by reason of his/her membership on the Board in any matter with intent to obtain financial gain for the member, the member's immediate family or any business with which the member is associated.
2. No member shall disclose confidential information obtained in the course of or by reason of his/her membership on the Board in any manner with the intent to obtain financial gain for any other person.

## **ARTICLE XII** **AMENDMENTS**

These By-Laws may be amended at any regular meeting of the Board with prior written notice having been given to all members of the Board at least seven days in advance. Approval of any amendment to the By-Laws requires a simple majority vote of the members present. The By-Laws shall be effective immediately upon approval by the Board. When the By-Laws have been amended, approved and formally adopted, the history portion of the Board By-Laws should be updated with the information specified to record the nature of the change: Date Approved; Modification; and Explanation of Amendment.

## **ARTICLE XIII** **SEVERABILITY**

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

**ARTICLE XIV**  
**AMENDMENT HISTORY**

**Date Adopted**

**Bylaw Event, Modification, and Explanation**