

**Shenandoah Valley Chief Elected Officials Consortium
(Consortium)**

BYLAWS

Mission Statement:

*Building partnerships to create workforce opportunities that cultivate business,
grow jobs, develop people, and build community.*

Adopted: October 3, 2013

Revised: October 19, 2018

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**Bylaws for the Shenandoah Valley Chief Elected Officials Consortium
Workforce Development Area IV**

Article I
IDENTITY

These bylaws are established by the Shenandoah Valley Chief Officials Consortium (Consortium) as provided in the Consortium Agreement.

Article II
PRINCIPAL OFFICE

The principal office of the Consortium shall be located within the offices of the Shenandoah Valley Workforce Development Board (SVWDB). The Consortium may establish other offices as necessary to carry out the duties of the Consortium under the Workforce Innovation and Opportunity Act (WIOA).

Article III
PURPOSE, DUTIES AND PROGRAM YEAR

The purpose and duties of the Consortium shall be consistent with those established for a Chief Elected Official (CEO) under the WIOA, and other purposes that, in accordance with public law, may be required of or permitted for the Consortium, including those outlined in the Consortium Agreement. The program year for the Consortium shall be July 1 through June 30 of the succeeding year.

ARTICLE IV
CONSORTIUM MEMBERSHIP

Section 1. Membership.

The membership of the Consortium shall be as defined in the Consortium Agreement.

I. Designation of an Alternate.

- A. The governing body of each member jurisdiction may designate an alternate for the CEO as the jurisdiction's representative to the Consortium.
- B. The Chair of the SVWDB Board may designate as alternate another member of the SVWDB Executive Committee.

II. Form of Notification. Designations of an alternate shall be in writing and on file with the Consortium.

Section 2. Term of Office.

Each member of the Consortium shall serve concurrent with his or her position as the chief elected official of the jurisdiction, or in the case of an alternate, concurrent with the position held with the jurisdiction.

Section 3. Compensation.

Members of the Consortium shall serve without compensation.

ARTICLE V
OFFICERS AND THEIR DUTIES

Section 1. Officers and Executive Committee.

- I. Officers. The officers of the Consortium shall be a Chair and Vice-Chair. Elections shall be held, initially, at the January 6, 2012 re-organization meeting of the Consortium. The initial term of office shall expire June 30, 2013. Thereafter, elections shall be held at the first regular Consortium meeting of the program year. Terms shall be for one program year.
- II. Executive Committee. The Executive Committee shall be comprised of the Chair and Vice-Chair and one additional at-large member of the Consortium selected by the Consortium. The third member shall not be from the same sub-region as the Chair or Vice Chair. The term of the third member shall coincide with the terms of the Chair and Vice Chair.

Section 2. Duties of the Chair.

The Chair shall preside at all meetings of the Consortium and the Consortium Executive Committee. The Chair shall perform such duties required by the Consortium, the Virginia Community College System (VCCS) or by the Department of Labor (DOL).

Section 3. Duties of the Vice-Chair.

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

ARTICLE VI
APPOINTMENT AND RESPONSIBILITIES OF CONSORTIUM LIAISON TO SVWDB

Section 1. Appointment of Consortium Liaison.

The Consortium shall elect two members to serve as Liaison to the SVWDB Board. The initial appointments shall be made at the Consortium's re-organizing meeting, January 6, 2012. Thereafter, appointments shall be made every two years at the first regular meeting of the Consortium.

Section 2. Term.

The initial term for a Consortium Liaison, ex officio, shall expire June 30, 2013. Thereafter, appointments will be made for two years, beginning on July 1 and ending June 30 on the next succeeding year.

Section 3. Term Limitation.

A Consortium Liaison shall be limited to two consecutive terms.

Section 4. Duties of Consortium Liaison.

Each Consortium Liaison shall attend all regular and special meetings of the SVWDB. A Consortium Liaison shall have voice but no vote on all matters appearing before the SVWDB.

ARTICLE VII
MEETINGS

Section 1. Regular Meetings.

The Consortium shall have a minimum of two regularly scheduled meetings each program year, with the site to rotate among the jurisdictions. The program year for the Consortium shall be July 1 to June 30 of the succeeding year. The date and place of meetings for the year shall be established by the Consortium at the annual organization meeting; which shall be the first meeting of the program year after July 1. One meeting each year, other than the organization meeting, may be conducted electronically via teleconferencing, digital teleconferencing, or a combination of the two methods subject to the Virginia Freedom of Information Act.

Section 2. Notice of Regular and Committee Meetings.

Written notice of all regular and committee meetings of the Consortium 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 Consortium meetings shall be provided as required by law.

Section 3. Special Meetings.

Special meetings of the Consortium may be called by the Chair, the Executive Committee, or upon written application by at least one-fourth of members of the Consortium.

- I. Notice. Members of the Consortium 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.
- II. Limitations. At any special meeting, only business specified in the special meeting notice may be considered.

Section 4. Meetings Open to the Public.

- I. All meetings of the Consortium and its committees shall be open to the public. The Consortium shall make available to the public, on a regular basis through its open meetings, information regarding activities of the Consortium, including information on the SVWDB Plan, information regarding members, and minutes of Consortium meetings.
- II. Meetings or portions of meetings may be closed to the general public, as provided by law.

Section 5. Proceedings.

Proceedings shall follow parliamentary procedures.

Section 6. Voting Rights.

Members and alternates shall have full voting rights and privileges; however, only one representative from each jurisdiction shall vote on a motion before the Consortium.

Section 7. Meeting Minutes.

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

Section 8. Quorum.

A quorum shall consist of one-half of member jurisdictions comprising the Workforce Development area. A quorum is required for the Consortium to transact business. A majority vote of those members present is required to approve any item placed before the body for action.

Section 9. Action by Executive Committee.

The Executive Committee shall have authority to conduct matters of routine business for the Consortium between meetings of the Consortium. The duties include working with the SVWDB, SVWDB staff, contractors, partners, and others to ensure the SVWDB Plan and other Consortium responsibilities are completed to facilitate timely transactions. A majority vote of the Executive Committee is required for approval of any item placed before the Committee for action. Action taken by the Executive Committee shall be reviewed by the Consortium at its next regularly scheduled meeting for concurrence.

ARTICLE VIII
CONFLICT OF INTEREST AND CONFIDENTIALITY

Section 1. Voting and Conflict of Interest.

Section 107(h) of the WIOA prohibits a member of the Consortium from voting on a matter under consideration by the Consortium when:

- I. The matter concerns the provision of services by the member or by an entity that the member represents; or
- II. The matter would provide direct financial benefit to the member or the immediate family of the member (for purposes of these bylaws, 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
- III. The matter concerns any other activity determined by the Consortium to constitute a conflict of interest as specified in the LWDA IV Plan, state and local Government Conflict of Interest Act, and as specified under VWDB Policy 200-02.

Section 2. 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 Consortium. Members shall not disclose confidential information obtained in the course of or by reason of his/her membership on the Consortium to any person or entity not directly involved with the business of the Consortium. Further:

- I. No member shall use confidential information obtained in the course of or by reason of his/her membership on the Consortium 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.
- II. No member shall disclose confidential information obtained in the course of or by reason of his/her membership on the Consortium in any manner with the intent to obtain financial gain for any other person.

ARTICLE IX
RECORDKEEPING

Section 1. Minutes and Actions of the Consortium.

The Consortium shall maintain a record of the minutes of all meetings of the Consortium and its Executive Committee.

Section 2. Miscellaneous Records.

A copy of the following records shall be maintained by the Consortium:

- I. Consortium Agreement;
- II. Bylaws and all amendments thereto;
- III. A list of the names and business addresses of the members and officers of the Consortium;
- IV. Any written reports, studies, recommendations, plans or documents approved and adopted by the Consortium.

ARTICLE X
NON-DISCRIMINATION

The Consortium shall not discriminate against any employee, agent, provider of consulting or contract services, or applicant for employment, agency, or consulting or contract services on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I financially assisted program or activity.

ARTICLE XI
AMENDMENTS

These bylaws may be amended at any regular meeting of the Consortium with prior written notice having been given to all members of the Consortium at least seven days in advance. Approval of any amendment to the bylaws requires a simple majority vote of the members present.

Date Adopted: October 3, 2013

Bylaw Event, Modification, and Explanation

Date: 10.19.18

- Updates WIA to WIOA
- Updates SVWIB to SVWDB
- Updates Chief Local Elected Official to Chief Elected Official
- Updates Non-discrimination statement
- Updates conflict of interest requirements to align with WIOA VBWD Policy 200-02, and local and state Conflict of Interest Act