

Bay Consortium Chief Local Elected Officials Consortium
(Consortium)

BY-LAWS

Mission Statement:

Providing comprehensive, customer-driven workforce services that connect employers, education providers, job seekers, workers, and youth.

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**By-Laws for the Bay Consortium
Workforce Development Area XIII**

Article I
IDENTITY

These By-Laws are established by the Bay Consortium Chief Local Officials Consortium (Consortium) as provided in the Consortium Agreement adopted between August 2016 and June 2018. Member jurisdictions include: Accomack County, Caroline County, Essex County, City of Fredericksburg, King & Queen County, King George County, King William County, Lancaster County, Mathews County, Middlesex County, Northampton County, Northumberland County, Richmond County, Spotsylvania County, Stafford County, and Westmoreland County in the Commonwealth of Virginia (hereinafter, the Jurisdictions).

Article II
PRINCIPAL OFFICE

The principal office of the Consortium shall be located within the offices of the Bay Consortium Workforce Development Board (BCWDB) located at 479 Main Street, Warsaw, VA. The Consortium may establish other offices as necessary to carry out the duties of the Consortium under the Workforce Innovation and Opportunity Act (WIOA). The staff of BCWDB will provide administrative support to the Consortium.

Article III
PURPOSE, DUTIES AND PROGRAM YEAR

The purpose and duties of the Consortium shall be consistent with those established for a Chief Locally Elected Official (CLEO) 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 Chief Local Elected Officials 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 defined as the Chief Local Elected Officials Consortium, or other persons designated in writing.

I. Designation of an Alternate.

A. The governing body of each member jurisdiction may designate up to two alternates for the CLEO as the jurisdiction's representative to the Consortium. Acceptable alternates may include: County Administrator, City Manager, County/City Economic Development Representatives, School Board Members, School Superintendents, and other City/County Staff affiliated with Workforce Development activities.

B. Designations of any alternate(s) shall be in writing and on file with the Consortium.

II . Voting - Each member jurisdiction will be entitled to one vote on any or all matters being considered by the Consortium (also see Article VIII).

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 24, 2018 organization meeting of the Consortium. The initial term of office shall expire June 30, 2019. 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 meeting 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 BCWDB

Section 1. Appointment of Consortium Liaison.

The Consortium shall elect two members to serve as Liaison to the BCWDB Board. The initial appointments shall be made at the Consortium's organizing meeting, January 24, 2018. Thereafter, appointments shall be made at the reorganization meeting of the Consortium.

Section 2. Term.

The initial term for a Consortium Liaison, ex officio, shall expire June 30, 2019. 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 BCWDB. A Consortium Liaison shall have voice but no vote on all matters appearing before the BCWDB

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 BCWDB 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. 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. Meetings shall be recorded electronically.

Section 7. 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 8. 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 BCWDB, BCWDB staff, contractors, Partners, and others to ensure the BCWDB 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 Prohibited.

- I. Section 101(f) of the WIOA prohibits a member of the Consortium from voting on a matter under consideration by the Consortium 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; or
 - C. The matter concerns any other activity determined by the Consortium to constitute a conflict of interest as specified in the BCWDB Plan.

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 reasons 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 X
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. By-Laws 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 XII
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, national origin, disability, or veteran status. It shall be the policy and practice of the Consortium to comply fully with federal and state laws, regulations, and requirements governing non-discrimination, affirmative action, equal employment, and civil rights.

ARTICLE XIII
AMENDMENTS

These By-Laws 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 By-Laws requires a simple majority vote of the members present.