



Select Fulton Economic Development
Workforce Development Division
WorkSource Fulton



FULTON WORKFORCE DEVELOPMENT BOARD MEETING
VIA TELECONFERENCE
FEBRUARY 16, 2021 – 8:00 A.M.

AGENDA

I.	CALL TO ORDER	Alexis Leonard
II.	ROLL CALL	Alexis Leonard
III.	PUBLIC ACCESS	Citizen Comments
IV.	REGULAR AGENDA	
	<ul style="list-style-type: none">• ACTION ITEM: Approve Agenda• ACTION ITEM: Adopt Previous LWDB Minutes – 11/17/2020	
V.	DIRECTORS REPORT	
	Workforce Response to COVID-19 Career Reboot Fulton	Brett Lacy Samir Abdullahi
VI.	COMMITTEE REPORTS	
	PERFORMANCE & ACCOUNTABILITY	Stephanie Rooks
	YOUTH	Yulonda Darden-Beauford
	FINANCE	Brent Reid
	<ul style="list-style-type: none">• ACTION ITEM: Adoption of Regional ITA Agreement	
	STRATEGIC PARTNERSHIPS & OUTREACH	Amelia Nickerson
	EXECUTIVE COMMITTEE	Andy Macke

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- ACTION ITEM: Ratify Proposed Bylaw Amendment

VII. PROGRAM PRESENTATIONS

Equity @ Work

**John Helton, Executive Director,
Atlanta CareerRise**

State Perspective

Jamie Jordan

**Director of Programs and Business
Services, TCSG-OWD**

VIII. CLOSING REMARKS AND ADJOURNMENT

AGENDA IS SUBJECT TO CHANGE

An Executive Committee Meeting will be held in the event there is not a Quorum of the Full Board

MEETING TITLE: Fulton County Workforce Development Board Meeting
MEETING DATE: Tuesday, February 16, 2021 **MEETING TIME:** 8:00 A.M.
LOCATION: ZOOM
MEETING SCRIBE: Alexis Leonard **EMAIL:** alexis.leonard@fultoncountyga.gov

BOARD MEMBERS ATTENDANCE:

Albritten, Andrea: Excused Absence	Jessie, Jamal: Present	Seems, David: Present
Bell, Mike: Absent	Macke, Andy: Present	Stepakoff, Jeff: Proxy- McArdle, Kate
Boatright, Kali: Present	Nickerson, Amelia: Present	Stokes, Fabiola Charles: Present
Cook, Tom: Present	Noyes, Brian: Present	Thompson, Dr. Lanze: Present
Darden Beauford, Yulonda: Present	Reid, Brent: Present	Tuggle, Anthony: Present
Dover, Sanquinetta: Present	Rooks, Stephanie: Present	Washington, Regynald: Excused Absence
Ekanemesang, Itohowo: Excused	Ruder, Alex: Present	Wences, Juan: Present
Absence	Scott, Elizabeth: Present	
Embry, Humeta: Present	Schofield, Kim: Proxy- Turabi, Aaminah	

1. Call to Order

Meeting called to order by A. Macke at 8:03 A.M.

2. Roll Call:

Roll call by A. Leonard, LWDB Board Liaison. The presence of quorum met.

3. Opening and Introductions

Chairperson Macke opened the board meeting welcomed all attendees, with brief introductions of the LWDB members following.

4. Public Comment

No Public comments.

5. Regular Agenda

I. Regular Agenda:

Chairperson Macke requested a motion to accept the regular agenda.

Motioned: S. Dover

Seconded: D. Seems

Required Action: N/A

Motion Acceptance/Declination: The motion was approved for the adoption of the agenda, as is, by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried accepting the regular agenda as presented.

II. Adoption of February 16, 2021 LWDB Meeting Minutes:

Chairperson Macke requested a motion to adopt the February 16, 2021, LWDB Meeting Minutes as presented.

Required Action: N/A

Motioned: S. Dover

Seconded: R. Washington

Motion Acceptance/Declination: The motion was approved for the adoption of the February 16, 2021 LWDB Meeting Minutes, as is, by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried accepting the adoption of February 16, 2021 LWDB Meeting Minutes as presented.

6. Director's Report

Workforce Response to COVID-19

B. Lacy, WorkSource Fulton Division Manager, provided a director's report on the impacts of COVID-19 on WorkSource Fulton. Fulton County is seeing a steady decline in the overall unemployment rate. December was the first month with job loss since April. The IT and healthcare industry continues to drive Fulton County's economy, while Hospitality and Tourism are most impacted by job loss. In review, it is found that the job loss is not equitable. After looking at data, we see that women have been experiencing higher unemployment than males. In addition to gender inequity, Black and Hispanic workers are more likely to have been laid off than other races. Those individuals that are unemployed represent a permanent layoff rather than temporary. Data included in the board presentation.

Workforce Programs

A surge in customers was expected to come in August when the pandemic assistance unemployment was ended. The wave did not occur, but there was a spike in program enrollments in August and September. Enrollment decreased back to its average rate in October. Enrollment has increased again in January and February enrollments. Because of labor conditions, participants have not been exited. Those customers remain active in job readiness activities while searching for job opportunities. Application tracking has begun, and as of March 2020, 600 applications have been distributed. There is a focus on the conversion rate from application to enrollment. Several activities are in place to increase the conversion rate. Career centers are closed, creating a barrier to computer access. The mobile career unit is now in use to help bridge the technology access gap, and WorkSource Fulton is the first to do so. There has been a significant emphasis on follow-up. Equus and WorkSource staff have been reaching out to applicants to help drive further interest in moving forward with enrollment. COVID activities within the County have provided another avenue to reach clients that may not know about Workforce Development. The County continues vaccine rollout, and efforts with the emergency rental assistance have begun. The State has authorized the use of the National Dislocated Worker Funds to assist with providing staff with the initiative. This offers the opportunity to help unemployed citizens of Fulton County obtain temporary employment. The previous Facebook ad campaign targeting potential customers were very successful. Another round of targeted outreach has resumed via social media ads on Facebook and Instagram. The goal is to increase enrollment with the combination of these efforts.

S. Abdullahi, Deputy Director of Select Fulton presented information on the Digital Literacy Training program created in response to COVID19. A vast number of people in the Hospitality and Tourism industry were ejected out of the economy. One of the most significant skills gaps is digital literacy, which is the focus program of the program. With the allotment of funds the County has received, the Digital Literacy Training program was put together to target those individuals to help them reenter the economy. The program is in partnership with Goodwill of North GA and the Metro Atlanta Chamber of Commerce. Goodwill of North GA is the training provider and provides the necessary wrap-around services to aid participants outside of direct training. Metro Atlanta Chamber of Commerce acts as the employment connector. The program budget was nearly 2.5 million dollars, with the expectation that 1250 Fulton County residents outside of city limits would go through the program. A variety of courses were offered based on the skillset of the individual. Over 1700 residents went through the program, and over 50% of participants moved through the program level or gained employment. Success tracking will continue, and updates will be shared with the board.

B. Lacy informed the board that the Southeastern Training and Employment Association would be having its spring conference virtually. The last Tuesday of every month will be a different session, and the March 30 session will be covering data visualization. At that time, he will be presenting the KPI report created to provide the LWDB board with updates and how the board impacted the development.

7. Committee Reports and Recommendations

Performance & Accountability Committee:

S. Rooks, Chairperson of the Performance & Accountability Committee, provided the committee report. Quarter 2 data is from April- June 2020 and reported out October - December 2020. Measurable skills gain is the only report that is real-time. Employment, median earning, and credential attainment measures have passed for adult and dislocated workers. As discussed at the previous meeting, youth credential attainment for youth is low. Unfortunately, the enrollment influx necessary did not take place, and the standard was not met. Measurable skills gains for the adult, youth, and dislocated worker programs were also not met. Measurable skills gains are a new measure, and it will take some time to track. As of now, 100% of the Performance and Accountability Committee goals are being met. As the year progresses, the goal is to maintain or exceed measures.

Youth Committee:

Y. Darden Beauford, Chairperson of the Youth Committee, provided the committee report. The Youth Committee is on track for KPI performance goals. There are now fourteen Community-Based Organizations (C.B.O.s.), many of which were not associated with Equus. The CBOs also participate in the Youth Committee meetings. Two workshops have taken place in conjunction with the Career Compass Academy, and eleven youth have been placed in work experience. From a marketing standpoint, youth do not know about what WorkSource Fulton offers. A marketing campaign is being developed in partnership with Equus. A subcommittee is forming to handle the marketing initiative specifically. C.B.O.s. will be spotlighted to share what they have to offer. A digital catalog is also being developed to create accessible, centrally located resources for youth. There are additional efforts put forth into finding short-term training for youth and the parents to help develop skills to gain employment. Another significant component of the partnerships is referrals. A referral process is being structured for CBOs and Equus to ensure their services are connected and efforts are much more closely aligned. The committee is also working to develop a seamless Work Experience partnership with local businesses. After completion, it will be shared with the board as the first group to help test the process and correct any issues. The committee will continue to meet monthly and keep the board updated.

Finance Committee Report:

B. Reid, Chairperson of the Finance Committee, provided the committee report. The committee continues to meet on its monthly schedule. The Finance Committee last met on January 21, 2021. Budget and expenditures were reviewed, and the committee determined funds are on track to be expensed in the required time frame. Per the Finance Committee's request, the WorkSource staff has begun creating a cost of credential report to determine the cost per client and how the money is allocated. As the report develops, the Finance Committee will share updates.

Adoption of the Regional I.T.A. Agreement:

B. Lacy, Division Manager, explained that the ITA Agreement formalizes the providers' relationship WorkSource Fulton, what is paid for, invoicing structure, and participant training guidelines. The effort to update the agreement has been regional. All five regional WorkSource directors will present the policy change recommendations to their correlating boards for approval. The changes are significant; one change adjusts the drop/add period for students to drop classes before being penalized. The period has been clarified to give everyone the same amount of time to determine if the course study fits.

The most notable change is the payment structure. The current structure is 50% enrollment-25% credential-25% employment, and the recommended structure is 70%- 30%. 70% will be invoiced once the student is enrolled and the drop/add period has closed. The remaining 30% will be paid upon completion of the training. The payment for performance has essentially been removed. The providers will now be evaluated every year. If the performance measures included in the ITA agreement are not met, they will be removed from the Eligible Training Provider List (ETPL). The Finance committee has agreed to move forward in concept, and the board is asked to approve to move forward with changes, effective July 1, 2021. Chairman Macke expressed concern about the lack of formal accountability if the participant does not attain a credential after training. Data will be tracked to determine the effects of the policy change. Chairperson Macke requested a motion for directional approval for policy change of 70% -30% payment with final policy language to be approved by the board at a later date.

Required Action: N/A

Motioned: K. Boatright **Seconded:** S. Dover

Motion Acceptance/Declination: The motion was approved for the adoption of the Regional ITA Agreement, as is, by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried accepting the adoption of the Regional ITA Agreement as presented.

Strategic Partnerships and Outreach Committee:

A. Nickerson, Chairperson of the Strategic Partnerships and Outreach Committee, provided the committee report. Strategic Partnerships and Outreach Committee will be meeting in March, and each member will be contacted for a touch base. There are still efforts to move forward with the Ticket to Work program. More information will be available at the next board meeting. The Virtual Partnerships meetings led by Equus have been well attended and continue to be an avenue for connections. As the Strategic Partnerships and Outreach Committee is responsible for developing partnerships, communication with the Youth Committee will remain constant to ensure there are no duplicate efforts. More in-depth updates will be available at the next board meeting.

Executive Committee Report:

Ratification of the Bylaws

B. Lacy explained, per the decisions at the November meeting, the provision of services to those with disabilities, Section 188 language has been simplified and moved from Performance & Accountability Committee to Strategic Partnerships and Outreach Committee. A copy of the proposed Bylaws is included in the board packet. Chairperson Macke requested a motion to ratify the Bylaws as presented.

Required Action: No further action required

Motioned: S. Dover **Seconded:** S. Rooks

Motion Acceptance/Declination: The motion was approved to ratify the Bylaws by a unanimous vote of the board members. All in favor. No oppositions. No abstentions. The motion carried the ratification of the Bylaws as presented.

8. State Perspective

J. Jordan, Director of Programs and Business Services provided a report highlighting what is happening in the State due to the COVID pandemic.

9. Closing Remarks and Adjournment

The next meeting is scheduled for May 18th. The location will be determined at a later date, pending changes due to COVID-19

Meeting adjourned by Chairperson Macke at 8:51 A.M.

Fulton



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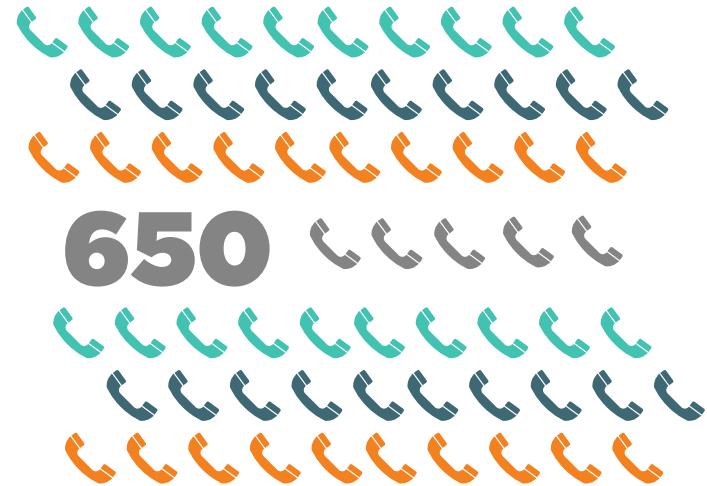
KEY PERFORMANCE INDICATORS

February 16, 2021

Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

JOB SEEKER ENGAGEMENT



helped increase the

560 TOTAL
ENROLLMENTS
165 TRAINING
PLACEMENTS &

A graphic showing three pieces of performance data stacked vertically. The top section contains the number "560" in large orange font, followed by the words "TOTAL ENROLLMENTS" in teal. The middle section contains the number "165" in large orange font, followed by the words "TRAINING PLACEMENTS" in teal. A large, dark gray ampersand symbol "&" is positioned to the right of the bottom section.

Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

Committee Benchmark Measures

Performance and Accountability



Strategic Partnerships and Outreach



Finance



Youth



Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

Performance and Accountability Committee

Understand and Act
on Responsibilities

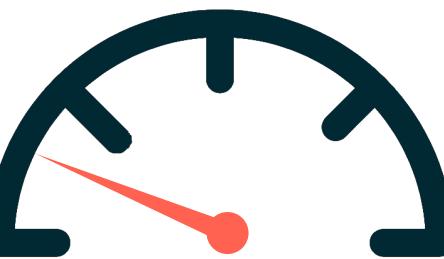
Identify and Measure
Relevant Outcomes

Reliable and Timely
Reporting of Information



100% of Targets

Previous Quarter 89%



6/14 Measures
Behind Target

Previous Quarter 1/11



1 Quarter(s) with
Timely Exits

Previous Quarter N/A

Q3 KEY PERFORMANCE INDICATORS

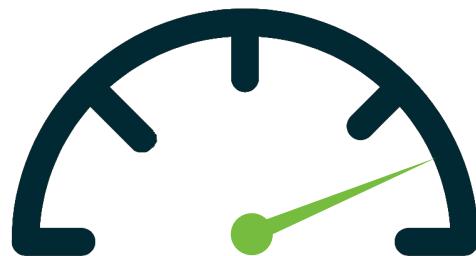
Program Year 20: 7/2020 - 6/2021

Strategic Partnerships and Outreach Committee

Develop an Inventory of Existing Partnerships

Gather Data on Existing Outcomes

Initiate One New Partnership



2 Data Points Defined
Previous Quarter: 2
YTD: 2



1 Partnerships Initiated
Previous Quarter: 1
YTD: 2

Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

Finance Committee

Leverage Funds to
Maximize Impact on
Participant Earnings

Ensure Sustainability
of Funds by Balancing
Operating and
Program Costs

Ensure Timely
Expenditure of
Grant Funds



\$6,343
Adult Earnings Change
Previous Quarter: \$12,280

68%
Operating Costs
Previous Quarter: 33%

<50%
Funds Expended
Previous Quarter: 25%

Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

Youth Committee

Enhance Educational Opportunities for Youth by Expanding Committee Membership



On Track

2 CBO's Added
Previous Quarter: 6
YTD: 11

Identify Issues Affecting Youth and Provide Workshops to Support



On Track

2 Workshop Held
Previous Quarter: 1
YTD: 3

Provide Youth with Access to Meaningful Work Experience Opportunities



On Track

11 Youth Participants
Previous Quarter: 40
YTD: 71

Q3 KEY PERFORMANCE INDICATORS

Program Year 19: 7/2019 - 6/2020

Benchmark Measures

Return on Investment



Percent Employed in Training



Training Completion Rate



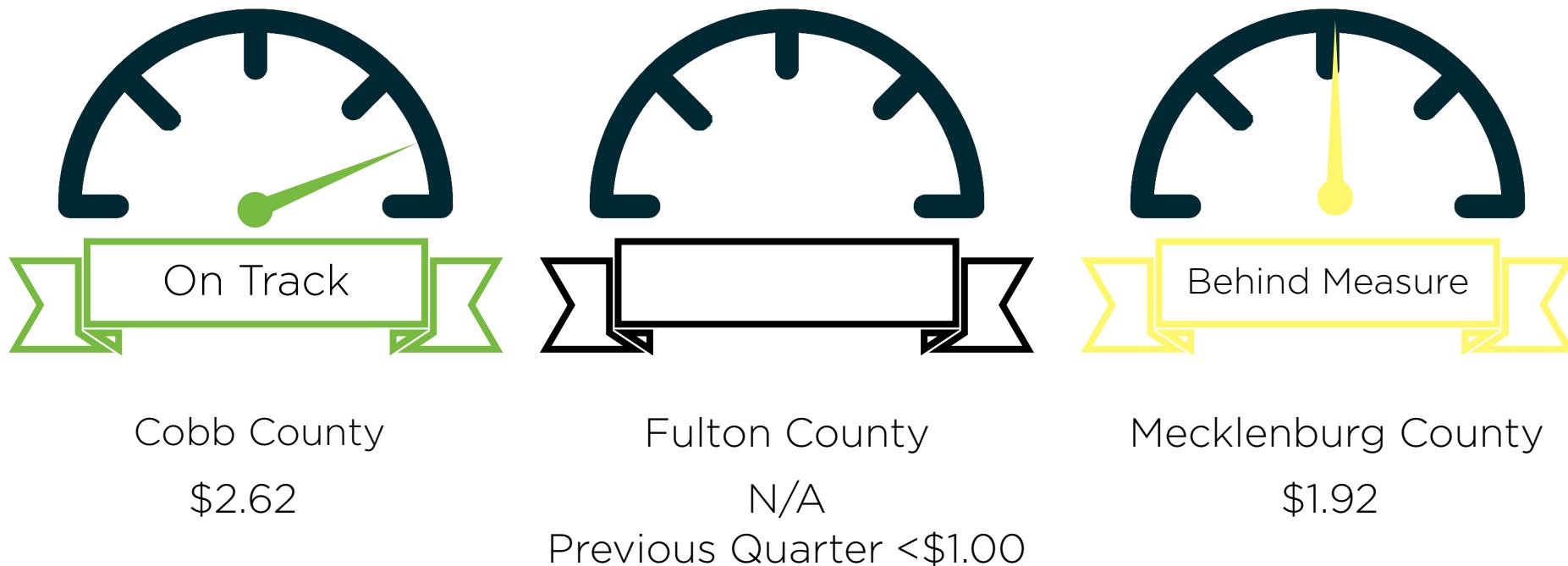
Length of Service Time



Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

Benchmark Measure: Return on Investment

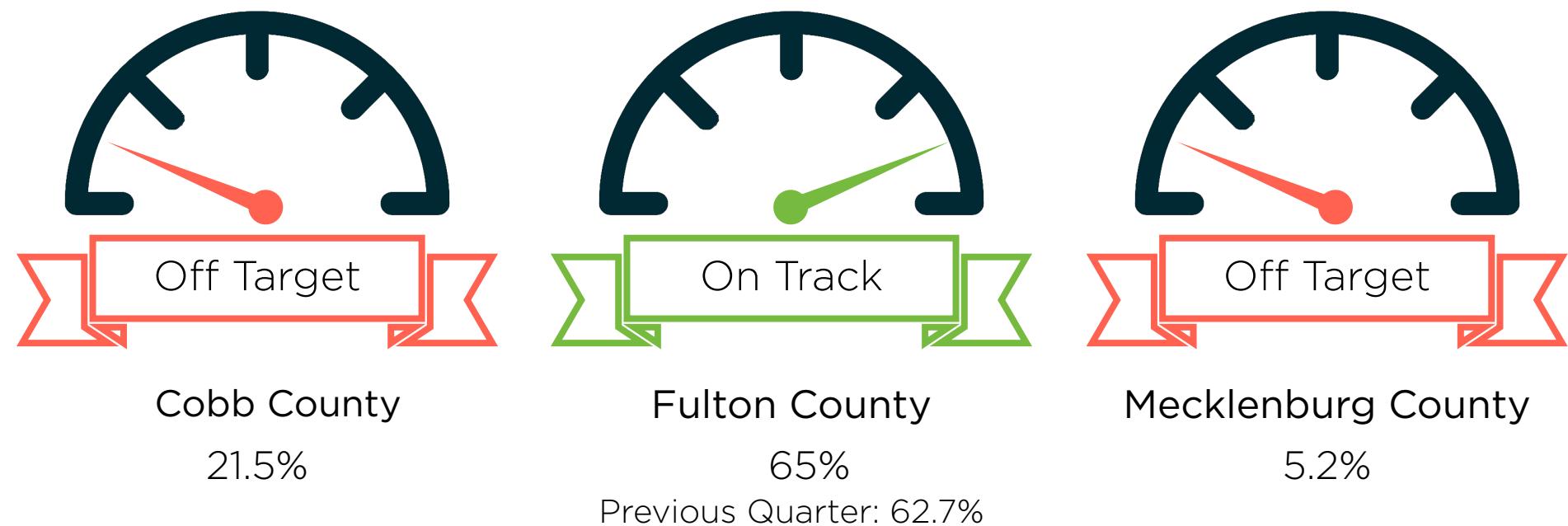


Benchmark: State Return on Investment \$2.29

Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

Benchmark Measure: Percent Employed in Training



Benchmark: Percent of Job Seekers
Employed in the Same Industry as Training

Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

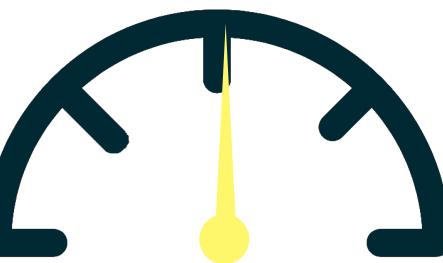
Benchmark Measure: Training Completion Rate



On Track

Cobb County

79.2%

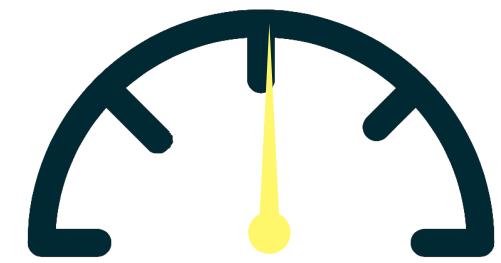


Behind Measure

Fulton County

67.4%

Previous Quarter 80.4%



Behind Measure

Mecklenburg County

66.5%

Benchmark: Percent of Job Seekers
Completing Training Program
Statewide: 80.1%

Q3 KEY PERFORMANCE INDICATORS

Program Year 20: 7/2020 - 6/2021

Benchmark Measure: Length of Service Time



On Track

Cobb County

39 Weeks



Off Target

Fulton County

112 Weeks*



On Track

Mecklenburg County

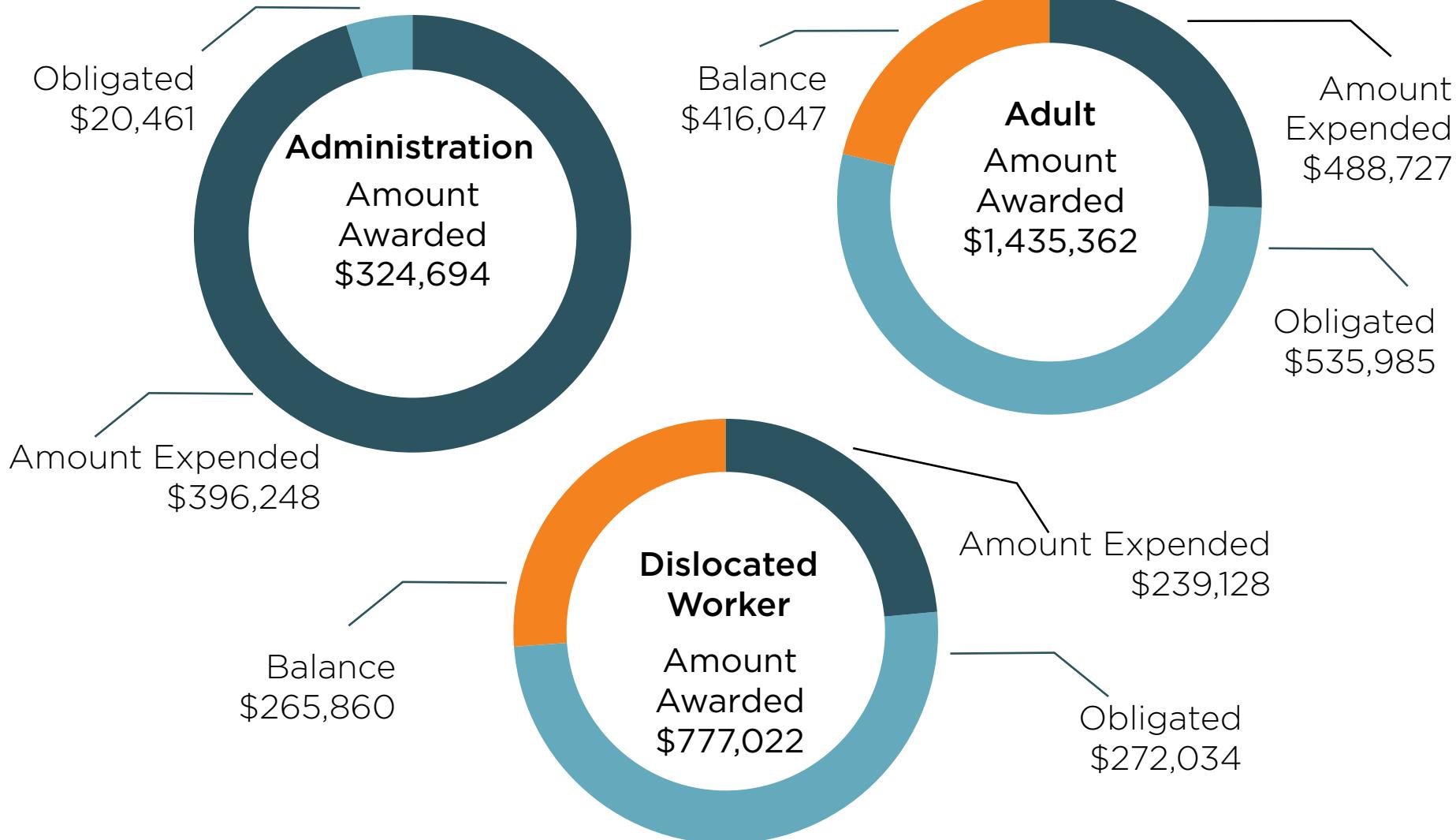
56 Weeks

*Application to Enrollment - <5 weeks

Benchmark: Number of Weeks Between Enrollment and Exit
Statewide: 69 Weeks

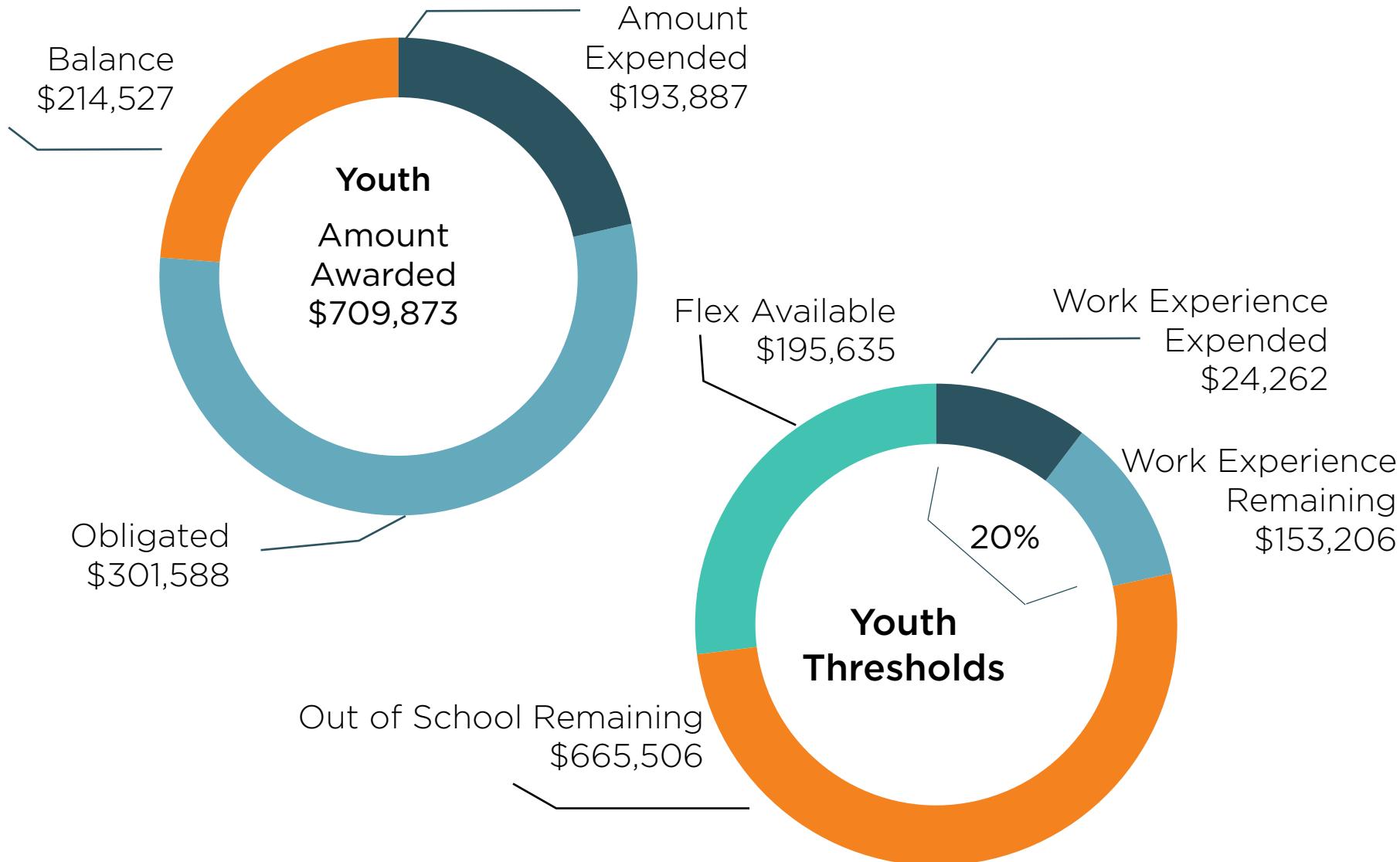
Q3 KEY PERFORMANCE INDICATORS

Funds Expiring June 2021



Q3 KEY PERFORMANCE INDICATORS

Funds Expiring June 2022



Q3 KEY PERFORMANCE INDICATORS

Funds Expiring June 2022



Adult	\$571,563
Dislocated Worker	\$1,169,732
Youth	\$647,930
Admin	\$265,470



**PROVIDER
AGREEMENT**

Insert Workforce Board Name :

Name: Workforce Board Name

Address: Workforce Board Address Suite 100 / Atlanta GA

Contact person: Workforce Board Contact

Phone: Workforce Board Phone Fax: Workforce Board Fax

Email: Workforce Board Contact Email

Agreement with Provider:

Address:

Contact

person:

Contact phone:

email:

This Provider Agreement sets forth the roles and responsibilities of the parties named above in providing **training, credentialing, career advisement, training-related full-time employment and employment follow-up services** to eligible customers under the Workforce Innovation and Opportunity Act (WIOA).

1. **Parties:** The (WSB), as administrative entity for the (Workforce Board Name), agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services required to provide the training and other above-listed services to eligible customers enrolled in training at _____ hereafter known as the Provider.
2. **Time of Performance:** Notwithstanding the dates of signatures, the effective date of this agreement is the date received by (WSB). If a Provider does not meet the requirements for continued eligibility conducted by the Technical College System of Georgia Office of Workforce Development, the contract is deemed null and void at that time. This Agreement shall become effective upon execution by the Provider and shall automatically renew for consecutive one-year terms unless written notice is provided by either party to the other of its intent to terminate, as further described in Paragraph 32 of this agreement.
3. **Approved Programs:** Currently state approved training programs, estimated length of training, and program requirements are listed on the *State WIOA Eligible Training Provider Listing (ETPL)*. For the purposes of this agreement, (WSB) will only honor the approved cost of training for Demand Occupations list (**Attachment D**). Cost should not exceed the amount listed on the ITA Obligation Voucher(s) (**Attachment A**). In such a case, the Voucher will prevail. Any changes in program costs or program information approved under this Agreement, or requests for additional programs as stated in **Attachment E** and **Attachment F** require prior written approval by (WSB). Should such changes be approved, they automatically amend currently approved training programs for this agreement.
4. **Customer Referral, Advertisement and Recruitment:** The Provider understands and agrees that only customers referred by (WSB), or its authorized representatives, may be enrolled into approved training under this agreement. The Provider may include statements about WIOA training in its advertisements or recruitment efforts; however, any such advertisement must include a disclaimer stating that WIOA-funded training may be provided only to individuals who qualify for the program and only if funds are available. Such advertising must be forwarded to (WSB) for approval prior to release. The Provider may not enroll any customer into training without

the proper referral by (WSB) or its authorized representative. The Provider also understands that potential customers, who are recruited or referred to (WSB) or its authorized representative for eligibility, may select other training.

5. **Provider Entry Criteria:** The Provider will be held accountable to meet specific performance standards established by the State and Workforce Board areas and will qualify for inclusion on the ETPL based on performance. Providers have responsibility in assessing the current skills, education and experience of candidates and providing training and employment for customers. (WSB) may require additional assessments to determine suitability for training programs. However, if customers are enrolled in Provider programs that are not appropriate for them, they may not receive the full benefits of the WIOA system. Similarly, this may cause Providers not to meet established state, local and contractual performance standards. Therefore, Provider entry requirements will be a critical factor in establishing and attaining successful performance. They are to be established with a purpose of determining whether the customer's current skills, education, experience, etc. will enable them to complete the training program, obtain the knowledge and skills necessary to receive certification, as well as locate training- related employment with wages that meet standards and promote self-sufficiency.

Providers acknowledge that entry requirements for reading, math and language are to match those appearing on the Statewide ETPL. The Program Description, submitted by the Provider, contains all information regarding entry criteria. Testing for reading, math and language is to be comparable to the Tests of Adult Basic Education (TABE), if applicable.

Letters of acceptance are to include a statement that the customer has met the entry requirements as stated on the ETPL. Customers not meeting the stated ETPL entry requirements are not to be allowed to attend training until the appropriate levels are achieved.

(WSB) has established policies to ensure coordination of available funding sources for WIOA participants. Customers are required to apply for grants and scholarships such as HOPE, Pell, GI Bill, and all appropriate financial aid so that funds may be combined to cover total costs of training expenses. (**Attachment E**).

6. **Enrollment:** In addition to the letter of acceptance, Providers are to attach a listing of required coursework, including and specifying core courses, itemized price list of total program (matching what is listed on the ETPL), a schedule of courses to be accomplished during the program and credential(s) earned during and upon completion of the program. This listing is to also be forwarded to each career advisor to be attached to the training voucher. All approved training vouchers are to be signed, dated and returned by the provider with invoicing.
7. **Activities during Training:** Activities during training shall include establishing a joint career advisement relationship with One-Stop Career Advisors, and notification to them within three (3) days of any difficulties or problems encountered by WIOA customers, such as no or poor attendance, difficulty in keeping up, or other academic problems, or apparent social problems or support needs. A withdrawal from training is to be immediately reported, based on the following customer withdrawal from training (paragraph 9) at a minimum no later than three (3) days subsequent to occurrence. Any changes or amendments to the customer's training plan must be submitted to the career advisor. If approved, the career advisor will issue an ITA voucher to both the customer and the Provider to reflect the changes
8. **Time and Attendance Records:** Provider responsibilities include the recording of attendance information of WIOA customers and submittal to the One-Stop Career Advisor on a bi-weekly basis. If a customer should fail to show for training as scheduled on the approved training plan, the Provider will immediately notify the Career Advisor. The course instructor will verify attendance information. Should a customer drop out of training during the refund period, prompt notification must occur, and a refund processed to (WSB). Please see the **Attachment H** for a sample Attendance Verification Form. The Provider may submit school attendance forms, so long as the applicable information is included.

9. Customer Withdrawal from Training:

Customers will have a certain number of days to withdraw from the program without incurring any cost to the WSB. If the customers is:

- Attending a Technical College Systems of Georgia, the customer will have three class periods to withdrawal from the training program.
- Attending a training program that is five days a week the customer will have five class periods to withdrawal from the training program
- Attending a training program that is one day a week the customer will have two class periods to withdrawal from the training program

10. Sequential Courses and Career Ladder Training Plans: For training plans requiring multiple, sequential courses to prepare for a credentialing exam or achieve the training plan objective, participants must fully complete all coursework and successfully obtain the relevant credential related to that coursework, as appropriate, before advancing to the next level of training.

11. Credentialing: As of December 15, 2010, United States Department of Labor (USDOL) Training and Employment Guidance Letter (TEGL) No. 15-10 issued mandates, with emphasis on High Priority Performance Goals to increase credential attainment rate by WIOA participants. The TEGL requires that all training programs must prepare WIOA participants through job-training and preparation to sit for testing in order to achieve attainment of industry- recognized credentials as specified by WIOA. Such nationally recognized industry, association or organizations are:

- A state education body or a state agency
- An institution of higher education eligible to participate in federal financial aid programs
- A registered apprenticeship
- A public regulatory agency
- A professional, industry, or employer association

It is the Provider's responsibility to assure that credentialing goals are obtained for each customer. The Performance Outcomes in Attachment C indicate minimum credentialing performance of **WSB Minimum Performance%** with a goal of **WSB Goal Performance%** of customers achieving a certification, license or credential. Providers are encouraged to require practice exams prior to scheduling testing.

Tests for certifications must occur within 30 – 60 days following completion of coursework. Exception: Some program may require lengthy externships or employment for participant to be eligible to sit for the credential exam. In the event a customer does not complete coursework prior to entering employment, the certification test is to still be scheduled. For customers not passing a certification or credential, the Provider will provide refresher assistance and schedule re-testing. The One-Stop Career Advisor is to be apprised of all information concerning certification testing.

12. Training Completion: The Provider will complete the WIOA Customer Employment/End of Service Form (Attachment I) indicating that training was completed, the date completed, certificate or credential obtained, etc., and forward a copy with the invoice to **(WSB)** and a copy to the Career Advisor within 10 days of activity completion. For invoice purposes, 30% of the tuition is payable upon participant's successful training completion. A copy of the customer transcript detailing course work completed is to be attached. The transcript is to be compared to the original voucher required coursework to assure completion requirements are met. If a customer does not complete training, the form will indicate the reasons, if known, and any additional information. Proof of Completion may include certificates of completion, test results, quarter/semester grade reports, credential and degree/diplomas etc.

13. Job Placement: Providers are responsible for placement of customers. Activities towards the end of training and during job search shall include assistance to WIOA customers in obtaining training- related credentials, and training- related, permanent, full-time employment, and joint career advisement with One-Stop Career Advisors

in these activities, which includes assisting the WIOA customers in identifying prospective employers and making appropriate employment applications. The Provider will continue to make available to WIOA customers assistance in maintaining employment or obtaining re-employment during at least one year after training or initial employment. Continued inclusion on the ETPL is contingent upon successful placement of customers. ARC staff will forward biannual performance reports to each Provider. It is imperative that Providers work with One- Stop career advisors to assure the prompt and accurate recording of placement information. The Provider will submit information on job search and employment, as required by (WSB), to include completion of a Customer Employment/End of Service Form (Attachment I) and a copy of employment verification.

14. Administrative or Financial Hold Status: A Provider may be placed on “administrative or financial hold status,” by Local Workforce Development Board (LWDB), at any time there are unresolved issues or rising concerns of a financial nature. During the period of financial hold, no new enrollments will be allowed, and any pending payments may be withheld. Reasons that a provider may be placed on financial hold are as follows, but not limited to:

- Notification to LWDB from an outside agency of a levy placed against the Provider.
- Failure of the Provider to submit any agreed upon refund
- Failure of the Provider to provide students with the necessary supplies, books, etc., for the specified training program (as per agreement between LWDB and the Provider)
- Notification or evidence that the Provider may be committing fraudulent activities

15. Concerns of the status of the Provider’s financial stability. During this time, Providers will be responsible for researching, investigating, and submitting verifiable documentation, or acceptable explanation in response to any findings or allegations. Failure to respond to notice in the required time will result in Provider being placed on indefinite hold, and/or termination of agreement between LWDB and the Provider.

In cases where the (WSB) has been informed in writing of a levy against the Provider, or the Provider fails to submit any agreed upon refund, or the Provider relocates and/or closes the training location without proper notice to LWDB and/or students, the Provider will be immediately placed on financial hold status and notified in writing within five (5) business days of being placed on hold. The Provider will then have thirty (30) days to remedy or respond to the notice, whichever is required. Failure to respond to or remedy notice in the required time will result in Provider being placed on indefinite hold, and/or termination of agreement between LWDB and the Provider.

16. Performance: The Provider understands and agrees that it is expected that performance outcomes will meet or exceed the rates in Attachment C. The employment rate and wage rates include both customers who are successful completers and those who are non-completers. Please note Section 20 on the requirements for Continued Eligibility for the State Eligible Training Provider Listing. Regional Performance will be monitored biannually on six of the performance outcomes:

- Completion Rate
- Diploma, Graduation, Credential, Certificate and Licensure Rate
- Employment Rate (adults and dislocated workers)
- Employment Rate in a training related occupation (adults and dislocated workers)
- Average Wage at Placement (adults and dislocated workers)
- Median Wage at Placement (adults and dislocated workers)
- Skills Gain (adult and dislocated worker)

Performance is to be measured on information provided on Customer Employment/End of Service Form (Attachment I), therefore, it is of utmost importance that these forms are submitted in a timely manner to include a copy of employment verification.

17. Performance Hold Status: A Provider may be placed on a “performance hold” status, by (WSB), if they do not meet three (3) of the six (6) following measures:

- Completion Rate
- Diploma, Graduation, Credential, Certificate and Licensure Rate
- Employment Rate (adults and dislocated workers)
- Employment Rate in a training related occupation (adults and dislocated workers)

- Average Wage at Placement (adults and dislocated workers)
- Median Earnings (adult and dislocated workers)

Providers will be responsible for researching, investigating and submitting verifiable documentation. The Hold status will continue until such time a Provider furnishes sufficient (as determined by ARC) verifiable customer information to bring performance levels above minimum levels. Hold status will be reviewed as soon as information is submitted, within 30 days of being placed on HOLD. A Provider may also be placed in Hold Status due to ongoing failure to notify Career Advisors of attendance, academic or support concerns that are affecting timely completion of training or gaining of subsequent training related employment, or for unresolved compliance monitoring findings.

18. Monitoring and Evaluation of Performance: Providers will be evaluated a minimum of annually by based on meeting or exceeding the above-mentioned performance measures. The evaluation may be on-site, desktop or a combination of methods. The Provider will agree to cooperate in any and all components of the evaluation and will make records available to the monitors in a timely manner. Biannual review results are posted on the ARC website.

Authorized representatives of one of the five metro Atlanta Workforce Development Boards, collectively identified as WorkSource Metro Atlanta (WSMA) and the Technical College System of Georgia, Office of Workforce Development shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with WIOA funds and any documents or materials which support those records, kept under the control of the Provider. WorkSource Metro Atlanta and the Technical College System of Georgia, Office of Workforce Development also has the right to communicate with Provider's employees related to the audited records. Provider shall furnish such information that may be relevant to the question of compliance or the effectiveness, legality, and achievements of (WSB) program. These evaluations can be scheduled or unscheduled and can happen multiple times throughout the performance year.

19. Removal from Eligible Training Provider Listing: Providers may be removed from the state listing under the following conditions:

- If inaccurate information regarding a program is intentionally supplied to the LWDB Technical College System of Georgia Office of Workforce Development will work in concert with the LWDB to make the determination of ineligibility. If a termination of eligibility occurs, it will remain in effect for a minimum of two years.
- If the LWDB or WFD determines that an Eligible Training Provider has substantially violated any requirements of the Act, or other State or Federal laws, regulations or requirements, the provider must begin correction as appropriate or risk removal.
- Failure to reapply under subsequent eligibility procedures.
- Failure to meet or exceed minimum established local and state performance levels.
- Failure to maintain or renew NPEC authorization may result in removal.

20. Continued Eligibility: WIOA requires re-determination of ITA program eligibility through the continued eligibility process. For a program to remain eligible to receive ITA funds for new enrollments each year, the State is required to compare program level performance outcomes against established minimum standards. It is mandatory for the Provider to provide the performance information/documentation by individual programs for the provider's continued inclusion on the statewide list of approved providers one year following initial eligibility. The Technical College System of Georgia Office of Workforce Development determines Continued Eligibility Standards which include:

21. Past Performance Information (WIOA)

The most recent 12-month period for which data is available for all students including WIOA students:

Must pass 3 of 6 performance measures:

- Percentage of program participants completing all coursework and exams (70% minimum)
- Percentage of program participants who obtained a recognized post-secondary credential or its recognized equivalent during participation in or within one year after exit from the

- program (60% minimum)
- Percentage who completed the applicable program and were placed in unsubsidized employment (70%minimum)
- Median earnings of participants who are in unsubsidized employment during the second quarter after exit for the program (\$460minimum)
- Average wage at placement of completers obtaining employment (\$428minimum)
- Percentage of completers exiting the program who have obtained training related employment (70%minimum)

22. Invoice/Payment Procedures: (WSB), through its authorized representative, will issue an ITA Obligation Voucher(s) (see Attachment A) to the Provider authorizing training. Only those Costs or Expenses identified on the Voucher will be eligible for payment. The Provider agrees to invoice (WSB) for services delivered based on the following schedule:

- 70% of total tuition is payable at the participants enrolment and no earlier than when the customer withdrawal from the program, as defined in paragraph 9
- 30% of the total tuition is payable upon successful receipt of a credential, as defined in paragraph 11

Please note that (WSB) will not pay the costs of any customer who begins training with a Provider without an ITA voucher. Costs and Expenses are to be documented and itemized on the Provider invoice and will match the approved costs for that training program. Invoices may not exceed authorized Voucher expenses. Books, supplies, uniforms, drug testing and any other costs required for training (other than tuition and test fees) shall be paid upon (WSB)'s receipt and acceptance of an invoice, ITA voucher, and acceptable backup documentation as specified on (Attachment G). All invoices will be processed within 45 days from the date received, providing there are no errors and/or omissions, and all supporting documents have been submitted. Otherwise, payments may be delayed beyond 45 days.

All invoices must contain the following information: WIOA Customer's name (must match name on the voucher), social security number (or last four digits of social security number), course of study, training beginning and ending dates, remittance address, a contact's name and phone number, an invoice number and date. Insufficient information may result in delay or non-payment of invoices. Invoices must be billed to:

(WSB Name), (WSB Address). Invoices that are received by (WSB) more than 60 days after the completion of a course or program at (WSB's) discretion may not be processed or paid. Please note that in all case payments are contingent upon the availability of funding.

23. Refunds: The Provider shall be responsible for refunding to (WSB) any payments later determined to have been based on improperly supported invoices, or for charges which violate the terms of this Agreement or any applicable local, State or Federal regulation, rule or law, or any agreed upon refunds. In the case of customers who do not attend training on the scheduled start date, are no-shows during training or who withdraw from training, it is the responsibility of the Provider to notify the One-Stop Career Advisor and (WSB) in writing within 3-days of the occurrence. (WSB) will attempt to honor the Provider's refund policy after such notification; however, refunds are due and payable to (WSB) for any customer who fails to show for training.

Failure to notify the One-Stop Career Advisor and (WSB) within the given period shall result in a full refund to ARC, regardless of the Provider's refund policies. Failure to refund under these terms will result in provider being placed on Financial Hold.

24. Costs and Expenses: The Provider assures that the costs correlate with the price advertised to the general public, less any WIOA discount, if applicable. Limitations are based on invoicing procedures provided in Attachment G and limited to ITA Voucher items and amounts. Customers are required to complete classes/courses prior to billing for the next sequential classes/courses. (Please see Sequential Courses under Section 10). Sequential payments will be made for classes/courses within a total program of study as they begin. Payments will be denied

for any customer attending a sequential training program prior to completion of prior coursework and testing, including credential exams. Exceptions are noted in Section 12 and may be granted based on appropriate related multi-package training approved by the Career Advisor.

All test fees will be paid with prior approval from the One-Stop Career Advisor and must have a scheduled date for testing. In addition, confirmation of registration from the testing body and or receipts that clearly identify the participant(s) must be provided prior to reimbursement. We will not accept receipts of batch purchases as confirmation. Test retake fees, late fee payments, fines and penalties are not allowable as Costs and Expenses. Exceptions may be granted only if the delay was due to (WSB) staff error.

Although test fees are reimbursed based on pre-approved costs between (WSB) and the training provider, (WSB) will honor and pay increases in test fees that are made by the industry approved credentialing agencies, and only up to the increased amount. This will be effective AFTER we receive official notification of those changes, and it will not be retroactive. Any increases made and controlled by the training provider must receive prior approval by ARC.

- 25. Non-Duplication of Payment:** The Provider agrees that the customers will not be asked to pay for any items or services provided under this Agreement. The Provider understands that a violation of this provision may result in termination of this Agreement, at (WSB)'s discretion.
- 26. Coordination of Funds:** (WSB) has established policies to ensure coordination of available funding sources for WIOA participants. Customers are required to apply for grants and scholarships such as HOPE, Pell, GI Bill, and all appropriate financial aid so that funds may be combined to cover total costs of training expenses. The Provider also agrees to provide (WSB) with written information identifying the type and amount of other financial aid received by each customer that receives services under this Agreement.
- 27. Disallowed Costs:** The Provider may be liable for any disallowed costs which result from discrepancies discovered in monitoring visits/reviews or audits by (WSB), ARC, the Technical College System of Georgia, Workforce Development, the U.S. Department of Labor or any of their authorized representatives.
- 28. Access:** The Provider agrees that (WSB) or One-Stop Career Advisors may counsel customers and perform on-site visits. The Provider agrees to allow timely and reasonable access to its personnel and records for the purpose of interviews, discussions and inspection of all documents which are pertinent to this Agreement. The Provider also recognizes its responsibility to promptly inform (WSB) or its authorized representatives of any developments which might affect a customer's successful completion of training.
- 29. Funding Availability:** The Provider understands that referral of WIOA eligible customers is contingent upon, but not limited to, (WSB)'s need for services and the availability of adequate, appropriate funding.
- 30. Equal Employment Opportunity:** The Provider agrees to comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, as amended, and Title IX of the Education Amendments of 1972, as amended. The Provider also ensures that programmatic and architectural accessibility and auxiliary aids and services are available upon request to customers with disabilities.
- 31. Adherence to Applicable Laws and Regulations:** The Provider agrees to comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, as amended, and Title IX of the Education Amendments of 1972, as amended. The Provider also ensures that programmatic and architectural accessibility and auxiliary aids and services are available upon request to customers with disabilities.

- 32. Termination of Agreement:** (WSB), in the exercise of its authority and discretion and under its obligation to protect public funds, may terminate this Agreement for cause at any time, without prior notice or warning effective immediately upon receipt by the Provider of a written notice of such termination for cause. (WSB) may terminate the Agreement in whole, or in part at any time before the date of expiration, if (WSB) determines that the Provider has materially failed to comply with the terms of the Agreement. (WSB) shall promptly notify the Provider in writing of the termination and the reasons for termination, together with the effective date. Notice of termination may specify a later date, but shall not relieve the Provider of ultimate liability for any funds later determined to be disallowed. Either party may terminate this Agreement, without cause, for its convenience, by providing a minimum of thirty (30) days written notice thereof to the other party. Failure to supply additional funding shall not be considered as a form of termination. Upon termination of this Agreement, the Provider will not incur any new obligations after the effective date of the termination and will cancel any outstanding obligations.
- 33. Suspension:** (WSB) reserves the right to temporarily suspend this Agreement in whole or in part if it is determined by ARC that the Provider is failing to substantially comply with the quality of service, performance outcomes or specified completion schedule of its duties under this Agreement. This is to permit Provider a reasonable time period to rectify any such failure. This does not exempt from possible termination under Section 13.
- 34. Record Keeping:** Records must be maintained for a period of six (6) years from the end of the program year in which the Agreement ends. If prior to the expiration of the six (6) year retention period, any litigations or audit is begun or a claim is instituted involving the Agreement covered by the records, the Provider agrees to maintain the records beyond the six (6) year period until such litigation, audit findings, investigations or claim has been finally resolved. Should the Provider cease to do business within the retention period required all records pertinent to the WIOA will be immediately delivered to (WSB). The Provider shall retain sole liability for the contents of the records.
- 35. Reports:** The Provider shall furnish (WSB) or its authorized representative with progress reports for each customer under this agreement if such reports are routinely provided to all students. The progress reports are copies of transcripts or credentials attained, e.g., diploma, degree, certificate of completion, etc.
- 36. Rights in Data:** If any data produced or delivered in the course of or under this Agreement is developed, (WSB) and the Concerned Funding Agencies shall have royalty-free nonexclusive, and irrevocable right to produce, or otherwise use, and to authorize others to use, the work.
- 37. Assignment:** The Provider shall not assign or transfer all or any portion of its interest in this Agreement.
- 38. Prohibited Activities:** The Provider assures that training programs funded under this Agreement do not and will not include any religious or political activities.
- 39. Amendment:** This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their Agreement. Any change, alteration, deletion or addition to the terms set forth in this Agreement must be by written amendment executed by both parties, except where stated otherwise in this agreement.
- 40. Disputes and Appeals:** Any dispute concerning a question of fact arising either from a Training Provider selection decision, or under a Training Provider Agreement, once executed, shall be decided by the cognizant Center Director, who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail,

or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Training Provider. The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Department Director shall be final and conclusive unless within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Department Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Department Director. A copy of the decision shall also be furnished to the Deputy Executive Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Provider Agreement already executed, the Provider shall proceed diligently with the performance of the agreement and in accordance with the cognizant Department Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Department Director or the Executive Director as such decision relate to question of law.

Applicable Law: This agreement shall be deemed to have been performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of Georgia.

Attachments:

- A. ITA Obligation Voucher
- B. Individual Training Account Policies
- C. Performance Outcomes
- D. ARWDB Occupational Training List
- E. Financial Aid Coordination Agreement, Pell/HOPE Policy
- F. Instructions for Additional Programs Requests and Program Change Requests
- G. Training Profiles and Invoice Procedures
- H. Sample Attendance Form
- I. WIOA Customer Employment/End of Service Form
- J. ITA Training Provider Selection Local Appeals Process & Grievance/Complaint Procedures and Equal Opportunity Policy

This Provider Agreement is subject to the following:

Exhibit 1- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Exhibit 2 - Standard Certifications Regarding Lobbying Form

Exhibit 3 – EEO/Conflict of Interest Statement of Assurances

In witness whereof, the parties hereto have executed this Agreement by and through their duly authorized representatives, as of the day first above written.

*ATLANTA REGIONAL COMMISSION on behalf of the
Atlanta Regional Workforce Board (ARWDB)*

Authorized Signature

Executive Director

Federal Tax Identification Number

Attest

Attest

ATTACHMENT A
Georgia Work Ready Online Participant Portal
LWIA/Region: Region 7
Career Resource Center - Gwinnett Branch

ITA Voucher

Voucher ID: XXXXXXX	Check Here if Final:
Voucher Remittance Address:	For Participants Name: SSN: Student ID: N/A State ID: 999999 Program: Workforce Innovation and Opportunity Act (WIOA) Program -Adult Appid: 999999
Provider of Service: Billing Address: Attn: EIN/SSN: Vendor ID: Reference No.: N/A Service Name:	Agreement Information: Agreement #: N/A Service Code: 300 - Occupational Skills Training - Approved Provider List (ITA) Service Dates: Start - 10/18/2016 End - 06/30/2017 Fund Stream: ADULT

Total payment for this voucher cannot exceed the TOTAL VOUCHER amount

Item	Voucher Amount	Payments To Date	Amount Submitted for Payment
			For Service Provided Between:
Total Training Costs	\$4,370.00	\$0.00	Start Date: 10/10/2016 End Date: 11/4/2016
Tuition/Fee	\$3,995.00	\$0.00	
Books	\$0.00	\$0.00	
Tools	\$0.00	\$0.00	
Other Costs	\$375.00	\$0.00	
TOTAL VOUCHER:	\$4,370.00	\$0.00	

I hereby certify, under penalty of law, that this voucher is correct and accurate. I understand that subsequent vouchers will be dependent on the participants continued progress in Workforce Innovation and Opportunity Act (WIOA) Program.

Providers Authorized Signature

Date

Authorized Staff Signature

Date

ATTACHMENT B

Individual Training Account (ITA) Policies

An adult or dislocated worker determined eligible for WIOA funded services may select a provider from the State ETPL after consultation with a WIOA career advisor. If a customer receives career advisement and support services and the program of study is funded by Pell/HOPE funds, the ITA policies will apply. The following policies may be utilized to establish local parameters for service. The ITA policies are to be implemented and followed by One-Stop Career Advisors and are also to be implemented and followed by Training Providers for WIOA participants.

POLICIES:

- (1) Training must be in occupations identified in the local WIOA Plan as growth occupations or documentation of employment prospects for areas not listed in the plan should be provided. (**WDB**) *Training Options (based on occupations in demand) are included as an attachment to this agreement.*
- (2) Training must result in an employment wage sufficient to attain self-sufficiency without the aid of public assistance.
- (3) Training must be at full-time status (as defined by the institution) to accommodate existing Unemployment Insurance requirements. Exceptions to this policy may be approved, in writing, on a case-by-case basis.
- (4) Programs should not exceed 104 weeks (two years). Applicants must be fully accepted into the specific occupational skills training program of their choice.

It is the general rule to provide assistance during the specific program of study, rather than perquisite studies. Some technical colleges provide a healthcare technologies program. This usually covers the required prerequisites for more advanced healthcare training such as nursing, radiology technology, dental hygiene, etc. The general health technology program will not be considered program acceptance for WIOA because it does not prepare a student upon completion to begin a specific career. Rather it prepares a student to enter the specific advanced healthcare training.

For extremely competitive program acceptance such as nursing, radiology technology and dental hygienist, customers must select a second alternative.

Degree/certificate program may include courses from an approved core of general education (i.e., math and English) required for the degree/certificate. WIOA funding can be used for core in these cases. Prerequisites or developmental studies are not considered core and no WIOA funding will be provided. WIOA funding will be provided when the student has received formal acceptance into a career program.

Exceptions to this policy may be approved on a case-by-case basis and requests should include evidence that financial support is available during extended training periods.

Extended critical shortage healthcare curricula will be reviewed and approved on a case-by-case basis. **EXCEPTION:** Limitations have been increased to four years for graduate degrees for Registered nurses seeking nursing instructor positions at universities and technical colleges. Applicants with non-medical baccalaureate degrees will be considered for accelerated Registered Nursing Master's level programs at Regents Schools.

- (5) In general, all training programs must be within a reasonable commute of the WIOA local area that may include out-of-the-area and out-of-state training institutions. Out-of-the-area training programs that are not within commuting distance to the WIOA local area may be approved on a case-by-case basis. All approved training must be located within the contiguous United States.
- (6) All applicants must apply for the Pell Grant and/or HOPE Scholarship program, if eligible. Pell funds may be combined with WIOA funds to cover total expenses.

- (7) WIOA funding may be provided for college level and post baccalaureate instruction only if all of the following conditions have been met:
- The customer must be accepted into a certificate or degree program, and the course of study must be occupation-specific (i.e., radiological technician, accounting, teacher certification), or the customer is a Registered Nurse seeking a graduate degree in Nursing to fill a vacant instructor position at a university or technical college. No funds shall be provided for general academic programs (i.e. General Academic Studies, Bachelor of Business Administration, Bachelors of Art, etc.
 - Total course of study will take no longer than 104 weeks (2 years) to complete and be a certificate, diploma or degree program. Extended critical shortage healthcare curricula will be reviewed and approved on a case-by-case basis.
 - The customer must demonstrate that he/she has the financial resources to attend long-term training.
- (8) Continuing Education and other similar courses will be approved if the following conditions apply:
- The customer must have a specific occupational goal.
 - The customer must present evidence describing how the proposed training will increase his/her employment marketability.
- (9) Short-term vocational services are intended for workers who lack occupational credential/certification and require short-term continuing education offerings to enhance and upgrade skills for certification. Short-term (less than 120 clock hours) training, preparation and review activities which prepare customers to sit for certification examination courses may be provided as an Intensive Service rather than an ITA.
- (10) ITAs may be utilized for expenses related to training, including but not limited to the following: books, tuition and fees, supplies, tools, uniforms and shoes, certification, licensing, testing fees, drug testing and background testing for entrance into training, medical requirements for training entrance and such items as specifically required for a course or program.
- The following items are not provided by ITAs: computers, computer equipment, computer program software, peripherals, electronic and wireless equipment *unless approved on a case by case basis by (WDB)*
- (11) ITAs will not be used for payment of late fees caused by customer error or delay. The customer will be responsible for these fees, as he/she is responsible for other fines or penalties.
- (12) Training limitation follows:
- Up to \$7,000 in training costs, excluding support, may be expended for each participant for up to one year of training. One year is defined as up to 52 calendar weeks from the initial start date of training. The limit of \$7,000 will apply in circumstances where training is designed to be completed in 52 weeks or less, even if the customer is unable to complete training under the usual program training schedule.
 - Up to \$10,000 in training costs, excluding support, may be expended for each participant for up to two years of training. No more than \$7,000 will be provided towards training costs during any one 52 calendar week period as noted above.

Other Local Workforce Boards may have different training limitation policies.

If the cost of training exceeds funds limitation guidelines, career advisors should assist in developing a financial plan to cover total costs of training. Please see the enrollment agreement addendum which should be utilized when loans or personal funds are included to cover the total costs of training.

ATTACHMENT C

Performance Outcomes for the (WSB)
Each local area sets their own Performance Goals and Minimum Performance

Performance Measures	Adult PY19	Dislocated Workers PY19	Youth PY19
Q2 Entered Employment Rate	%	%	%
Q4 Entered Employment Rate	%	%	%
Q2 Median Earnings	\$	\$	-
Credential Attainment Rate	%	%	%
Performance Measures	Adult PY20	Dislocated Workers PY20	Youth PY20
Q2 Entered Employment Rate	%	%	%
Q4 Entered Employment Rate	%	%	%
Q2 Median Earnings	\$	\$	-
Credential Attainment Rate	%	%	%

Demand Occupations List

WorkSource Metro Atlanta represents the collective efforts of five Local Workforce Development Boards within the 10-county metro Atlanta region. Each Board provides occupational specific skills training for industries that are stable or have projected growth.



This list serves as a guide for in-demand jobs and is not meant to be an all-inclusive list of acceptable WIOA funded occupational skills training options. There may be additional occupations in which demand occurs based on the job market or specific opportunities within the broad spectrum of occupations. This list includes occupations that show a favorable mix of projected long-term job growth, projected annual job openings, and median wages. WIOA participants seeking training in an occupation not on this Demand Occupations List may discuss the appropriateness and relevance of the proposed training with their career advisor for additional consideration (approval is at the discretion of the Local Workforce Development Board). WIOA participants can learn more about additional occupations at www.onetonline.org.

SOC Code (ONET-8)	Occupation Title	Total Jobs	Hourly Wage Average	10-Year Total New Demand	Typical Education Needed for Entry	Experience	Work Needed	Typical On- the-Job Training	Median Wage
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Office & Administrative Support Occupations

43-3031.00	Bookkeeping, Accounting, & Auditing Clerks	30,928	\$19.76	35,580	Some college, no degree	None	Moderate-term	\$19.15
23-2011.00	Paralegals & Legal Assistants	6,172	\$26.54	7,940	Associate's degree	None	None	\$26.08
43-6013.00	Medical Secretaries	8,062	\$16.20	11,793	High school diploma or equivalent	None	Moderate-term	\$15.11
43-6014.00	Secretaries & Administrative Assistants	40,146	\$17.93	41,356	High school diploma or equivalent	None	Short-term	\$18.32

Food Preparation & Serving Related Occupations

35-1011.00	Chefs & Head Cooks	2,974	\$17.98	4,311	High school diploma or equivalent	5 yrs. +	None	\$22.59
35-2014.00	Cooks, Restaurant	21,894	\$11.59	36,571	No formal educational credential	< 5 yrs.	Moderate-term	\$12.80
35-2015.00	Cooks, Short Order	3,955	\$10.58	5,486	No formal educational credential	None	Short-term	\$13.16

Transportation & Material Moving Occupations

53-3032.00	Heavy & Tractor-Trailer Truck Drivers	37,522	\$20.10	45,235	Postsecondary nondegree award	None	Short-term	\$30.53
53-3033.00	Light Truck or Delivery Services Drivers	19,137	\$17.55	23,344	High school diploma or equivalent	None	Short-term	\$21.12
53-7051.00	Industrial Truck & Tractor Operators	14,882	\$15.72	19,051	No formal educational credential	None	Short-term	\$13.22
53-7062.00	Laborers & Freight, Stock, & Material Movers, Hand	65,605	\$13.08	104,331	No formal educational credential	None	Short-term	\$12.82

SOC Code (ONET-8)	Occupation Title	Total Jobs	Average Hourly Wage	10-Year Total New Demand	Typical Education Needed for Entry	Experience	Work Needed	Typical On- the-Job Training	Median Wage
Business & Financial Operations Occupations									
13-1071.00	Human Resources Specialists	12,026	\$30.19	13,742	Bachelor's degree	None	None		\$29.29
13-1111.00	Management Analysts	20,531	\$45.63	22,312	Bachelor's degree	< 5 yrs.	None		\$46.26
13-2011.00	Accountants & Auditors	29,397	\$38.03	32,154	Bachelor's degree	None	None		\$29.41
13-2051.00	Financial Analysts	5,739	\$39.13	6,037	Bachelor's degree	None	None		\$34.55
Personal Care & Service Occupations									
39-9011.00	Childcare Workers	20,853	\$10.24	34,558	High school diploma or equivalent	None	Short-term		\$14.13
39-9021.00	Personal Care Aides	15,272	\$10.14	31,039	High school diploma or equivalent	None	Short-term		\$13.92
Production Occupations									
51-2022.00	Electrical & Electronic Equipment Assemblers	2,473	\$15.29	2,393	High school diploma or equivalent	None	Moderate-term		\$14.20
51-4121.00	Welders, Cutters, Solderers, & Brazers	5,191	\$17.60	6,328	High school diploma or equivalent	None	Moderate-term		\$16.88
Education, Training, & Library Occupations									
25-2011.00	Preschool Teachers, Except Special Education	9,856	\$14.42	11,645	Associate's degree	None	None		\$22.08
25-2021.00	Elementary School Teachers, STEM	27,323	\$26.78	23,122	Bachelor's degree	None	None		\$38.60
25-2022.00	Middle School Teachers, STEM	13,655	\$27.45	11,572	Bachelor's degree	None	None		\$33.15
25-2031.00	Secondary School Teachers, STEM	16,472	\$27.64	13,623	Bachelor's degree	None	None		\$34.89
25-9041.00	Teacher Assistants	20,531	\$10.63	24,387	Some college, no degree	None	None		\$14.76
Construction & Extraction Occupations									
47-2061.00	Construction Laborers	23,694	\$17.02	29,946	No formal educational credential	None	Short-term		\$22.25
47-2152.00	Plumbers, Pipefitters, & Steamfitters	8,035	\$22.50	10,628	High school diploma or equivalent	None	Apprenticeship		\$28.23
47-2211.00	Sheet Metal Workers	2,115	\$18.70	2,627	High school diploma or equivalent	None	Apprenticeship		\$16.57

SOC Code (ONET-8)	Occupation Title	Total Jobs	Average Hourly Wage	10-Year Total New Demand	Typical Education Needed for Entry	Experience	Work Needed	Typical On- the-Job Training	Median Wage
Installation, Maintenance, & Repair Occupations									
49-3023.00	Automotive Service Technicians & Mechanics	14,682	\$19.13	15,761	Postsecondary nondegree award	None	Short-term	\$26.14	
49-3031.00	Bus & Truck Mechanics & Diesel Engine Specialists	5,229	\$22.16	5,600	High school diploma or equivalent	None	Long-term	\$23.50	
49-9021.00	Heating, Air Conditioning, & Refrigeration Mechanics & Installers	6,388	\$22.16	7,819	Postsecondary nondegree award	None	Long-term	\$23.23	
49-9071.00	Maintenance & Repair Workers, General	24,007	\$17.64	27,845	High school diploma or equivalent	None	Moderate-term	\$21.92	
49-9098.00	Helpers-Installation, Maintenance, & Repair Workers	2,032	\$12.88	3,029	High school diploma or equivalent	None	Short-term	\$10.95	
Healthcare Practitioners & Technical Occupations									
29-1141.00	Registered Nurses	43,251	\$32.64	32,385	Bachelor's degree	None	None	\$35.52	
29-2012.00	Medical & Clinical Laboratory Technicians	2,971	\$17.98	2,475	Associate's degree	None	None	\$21.44	
29-2021.00	Dental Hygienists	3,700	\$33.37	3,308	Associate's degree	None	None	\$31.49	
29-2034.00	Radiologic Technologists	2,772	\$25.96	2,006	Associate's degree	None	None	\$31.44	
29-2041.00	Emergency Medical Technicians & Paramedics	3,831	\$16.78	3,170	Postsecondary nondegree award	None	None	\$19.52	
29-2052.00	Pharmacy Technicians	6,331	\$14.28	6,026	High school diploma or equivalent	None	Moderate-term	\$17.04	
29-2055.00	Surgical Technologists	1,869	\$21.20	1,828	Postsecondary nondegree award	None	None	\$23.48	
29-2061.00	Licensed Practical & Licensed Vocational Nurses	10,758	\$20.72	9,987	Postsecondary nondegree award	None	None	\$24.07	
29-2071.00	Medical Records & Health Information Technicians	3,553	\$19.42	2,966	Postsecondary nondegree award	None	None	\$21.63	
Computer & Mathematical Occupations									
15-1121.00	Computer Systems Analysts	13,626	\$45.87	11,082	Bachelor's degree	None	None	\$46.46	
15-1122.00	Information Security Analysts	2,021	\$44.66	2,247	Bachelor's degree	< 5 yrs.	None	\$50.42	
15-1131.00	Computer Programmers	7,418	\$42.93	4,329	Bachelor's degree	None	None	\$42.28	

SOC Code (ONET-8)	Occupation Title	Total Jobs	Average Hourly Wage	10-Year Total New Demand	Typical Education Needed for Entry	Experience	Work Needed	Typical On- the-Job Training	Median Wage
Computer & Mathematical Occupations (continued)									
15-1132.00	Software Developers, Applications	21,529	\$49.86	23,541	Bachelor's degree	None	None	\$50.56	
15-1133.00	Software Developers, Systems Software	10,839	\$47.26	9,155	Bachelor's degree	None	None	\$50.56	
15-1134.00	Web Developers	3,348	\$38.41	3,104	Associate's degree	None	None	\$47.30	
15-1141.00	Database Administrators	3,660	\$43.08	3,024	Bachelor's degree	None	None	\$48.07	
15-1142.00	Network & Computer Systems Administrators	8,763	\$43.56	6,483	Bachelor's degree	None	None	\$39.13	
15-1143.00	Computer Network Architects	4,258	\$56.35	3,179	Bachelor's degree	5 yrs. +	None	\$48.49	
15-1151.00	Computer User Support Specialists	16,694	\$26.78	15,291	Some college, no degree	None	None	\$24.88	
15-1152.00	Computer Network Support Specialists	5,559	\$35.53	4,712	Associate's degree	None	None	\$38.54	
27-1024.00	Graphic Designers	6,065	\$25.77	6,387	Bachelor's degree	None	None	\$27.98	
Healthcare Support Occupations									
31-1011.00	Home Health Aides	7,257	\$11.06	13,486	High school diploma or equivalent	None	Short-term	\$12.65	
31-1014.00	Nursing Assistants	18,944	\$11.97	25,800	Postsecondary nondegree award	None	None	\$15.41	
31-9091.00	Dental Assistants	6,260	\$18.65	9,062	Postsecondary nondegree award	None	None	\$18.96	
31-9092.00	Medical Assistants	11,926	\$15.48	18,429	Postsecondary nondegree award	None	None	\$15.62	
31-9097.00	Phlebotomists	2,069	\$15.82	2,959	Postsecondary nondegree award	None	None	\$17.68	
Protective Service Occupations									
33-3051.00	Police & Sheriff's Patrol Officers	12,353	\$21.49	9,519	High school diploma or equivalent	None	Moderate-term	\$22.39	
33-9032.00	Security Guards	21,763	\$13.94	32,720	High school diploma or equivalent	None	Short-term	\$14.33	

Source: Burning Glass, Jobs EQ, & Bureau of Labor Market Information

8/2018

ATTACHMENT E

FINANCIAL AID COORDINATION PELL/HOPE POLICY

1. **Scope:** The Workforce Innovation and Opportunity Act requires coordination with Educational Institutions which also provide financial assistance under Title IV of the Higher Education Act and under the HOPE Scholarship/Grant program.
 2. **Policy:** It is the policy of (WSB) to coordinate WIOA training funds with Pell and HOPE funding. All customers must apply for Pell and HOPE funding, if the customer is eligible to receive funding. Customers should make these applications as soon as a school is selected. Customers may begin training while these applications are in process. This policy does not include student loans. If it is determined, through an analysis of need, that the total costs of attendance, including living expenses, etc., exceed the amounts available through HOPE and WIOA, the Pell funds may be utilized for living expenses.
 3. **Implementation:** This policy applies to those applicants who are seeking assistance for funding for schools which provide financial assistance under Title IV of the Higher Education Act and the Georgia HOPE Scholarship Program. All applicants should be informed that WIOA is one of many funding sources that may be available to them. If the customer is interested in training at a Regent's University system institution or Technical College System of Georgia institution they should also apply for Pell and HOPE funds, unless they provide a valid reason to their career advisor as to why they would not be eligible for such funds. Examples of valid reasons include:
 - The customer has a college degree and is seeking funds to complete a second degree at a college. The customer has a previous student loan, which is in default.
 - The customer is seeking funds to complete a degree, does not have a B average, and their family income is over the limit for Pell.
- If a customer receives financial aid (including loans), a copy of the Financial Aid Record should be maintained in the customer's file. If Pell or HOPE funding is denied, documentation of the denial must be included in the file. The file should also provide documentation that the customer is not eligible for Pell and HOPE, either using the notice from financial aid, or the customer's self-attestation.
4. **Book Allowances:** For participants receiving HOPE funding, WIOA funds may be coordinated to cover fees and the portion of book charges not covered by HOPE.
 5. **Child/Dependent Care:** For a participant receiving HOPE, Pell and WIOA, WIOA may provide child/dependent care under the Child Care Policy Guidelines.
 6. A listing of additional financial aid resources is available for all customers.

ATTACHMENT F

Instructions for Additional Programs Request and Program Change Request to be added to the Eligible Training Provider List

The Additional Program Request and the Program Change Request form are available on the Atlanta Regional Commission website at: <https://atlantaregional.org/workforce-economy/services-for-employers-trainers/training-provider-resources/>

Approved Training Providers may request to add additional program(s) to the Eligible Training Provider List. These programs would have to meet all the normal criteria for consideration and should be authorized by NPEC or other authorizing agency prior to consideration.

Existing training programs that have already had classes must have verifiable performance information on a minimum of 10 students. New training programs without any previous classes will be considered with a narrative application and additional verifiable program specific performance information.

In addition to the Request form, training providers need to submit any change on the listing of textbooks with corresponding ISBN#, supplies and fees. The listing should note current prices and requested price changes.

Providers should also complete the Credentials section of the additional programs request form for each program submitted.

Approved Training Providers may submit change requests to (WDB) on the Program Change Request Form. Information on this form is to reflect the change being requested and must have reason for change. No program change will be reviewed unless it is on the correct form.

In addition to the Request form, training providers need to submit any change to the listing of textbooks with corresponding ISBN#, supplies and fees. The listing should note current prices and requested price changes.

Providers should also complete the Credentials section of the additional programs request form for each program change submitted, if applicable.

Both forms can be submitted to: [WSB Email](#)

Or mail to:
WSB Name
WSB Address Line 1
WSB Address Line 2
WSB Address Line 3

No fax copies will be processed due to possible print quality issues.

Both requests must be submitted 21 business days prior to the ITA Committee Meeting. The tentatively committee meeting schedule is the fourth Thursday in January, April, July and October. All program changes are subject to the Quarterly ITA Committee review and notification of committee recommendations will be provided in writing following the quarterly meeting.

ATTACHMENT G

Training Profile and Invoicing Procedures

Training providers shall invoice WSB based on their training program's appropriate profile(s), as outlined below:

Training Profiles and Invoice Procedures Definitions:

WSB will make payments based on the following payment structure:

- 70% of total tuition is payable at the participant's enrolment and no earlier than when the customer can withdraw from the program, as defined in paragraph 9
- 30% of the total tuition is payable upon successful receipt of a credential, as defined in paragraph 11

Training Profile: Description of a Training Provider's program outline. Invoicing procedures will be based on a program's determined training profile.

Periodic Program: Approved training programs that are conducted on a periodic schedule. Examples of this type of program include but are not limited to: Semester based programs and quarter-based programs.

Profile A:

Periodic Program: If the training provided to the participant(s) is based on a periodic program (quarter, semester, etc.), the provider shall invoice (WSB) for each period, no earlier than no earlier than when the customer can withdraw from the program (Paragraph 11). (WSB) shall not pay for the commencing period until notification of completion of the prior period is received. Participants should complete classes/ courses prior to billing for the next sequential classes/courses.

NOTE ABOUT THE CREDENTIAL RECOGNITION:

A credential is recognized when a student earns one credential specified by the training provider and accepted (approved) in advance by ARWDB. In cases where multiple credentials are available after training, students are encouraged to earn more than one credential. ARWDB will provide reimbursement for additional credential exam fees on a case by case basis. CREDENTIAL RECOGNITION APPLIES TO ALL PROFILES.

Training providers of any profile have the option to invoice (WSB) for full training costs after all criteria has been met and verified by (WSB). Please note that all invoices MUST have the following information and attachments:

Billed to (WSB), (WSB Address)

Directly submit invoices to the following email address: (WSB Email address)

- Provider Name, payment address, and contact information
- Name of the participant and course being billed for
- Last four digits of participant's SSN#
- Breakdown of billable costs
- Voucher
- Attendance Sheet signed by student (Proof of attendance for at least 1 week for initial billing)
- Confirmation of the receipt of books and supplies signed by the participant
- Completion Certificate (required for the 25% completion payment)
- Proof of credential (required for the 25% credential payment, or full payment)
- Any other supporting documentation

Absence of any one or combination of the above items and/or information may result in the delay, or non-payment of invoice(s).

Proof of completion includes, but is not limited to, Completion Certificate or a transcript that clearly shows that the participant has completed training.

Payments

As stated on Page 6, Paragraph 22 of the Provider Agreement, payments will be processed within 45 days of receipt of invoice and proper documentation with no errors and/or omissions.

Invoices with errors and/or omissions will be returned to the Provider with explanation and may result in delay of processing of payment beyond 45 days.

Also, please note that payments may also be delayed due to acts of nature, or other events beyond the control of (ARC).

Payments will be sent to the Provider by one of two methods:

- Mail – check processed and sent via US Postal Service, or other carrier
- Electronic Funds Transfer (EFT) – direct deposit into the Provider's account.

If the Provider elects to have payments sent via EFT, then the Provider must request a Direct Deposit form from ARC Workforce Finance Staff. There are instructions on the form for completing and returning it. Upon receipt of the completed form, the Provider's next payment will be sent via mail, and payments after that will be direct deposited, barring any problems with the Provider's bank.

From the moment that ARC releases the EFT payment to the Provider's bank, or financial institution, ARC is not responsible for when those funds are actually made available to the Provider. The Provider will have to contact their bank, or financial institution for that information.

ARC is also not responsible for any payment delayed to the Provider caused by the US Post Office, or other carrier.

ARC is not responsible for payment delayed as a result of the Provider's change in address or account information, without proper notification to ARC of those changes.

Payments will NOT be available for pickup at the ARC office.

Payment dates will not be confirmed by ARC Workforce Finance staff, unless record of an actual check processed, or EFT deposit is recorded in ARC's Accounting System.

At no time will the school charge back any unpaid costs to the participant.

Payment information will NOT be available from ARC's Non-Workforce Finance or Accounting Staff



ATTACHMENT H

Attendance Verification Form

WIOA Customer:

Last 4
SSN _____

Training Provider:

Training Program:

Weekly Hours

Actual Start Date: _____

Projected End Date: _____

Career Advisor / Email: _____

Phone: _____

Fax: _____

One week of attendance REQUIRED

	Date	Hours completed
1.		
2.		
3.		
4.		
5.		

I certify that the WIOA customer has satisfactorily completed _____ hours of actual, onsite training from the above listed training provider.

Provider Representative _____ Signature _____ Date _____

I attest that the information above is accurate

WIOA Customer _____ Signature _____ Date _____

INSTRUCTIONS:

This form with signatures of the training provider and the WIOA participant must be returned to the Career Advisor after one (1) week of attendance before an ITA Obligation Payment will be issued.

ATTACHMENT I

WIOA ITA Training Provider
Customer Employment/End of Service Form

Atlanta Regional

Name: _____ LAST 4 DIGITS SSN: _____ Adult DW
 Training Provider Name: _____ Date _____

I attest that the information being submitted is true and correct to the best of my knowledge.

Information being submitted is based on verified school, employer and/or other occupational industry records.

Sent to Career Advisor/CRC(name) _____ on(date) _____ via mail fax email

Date Customer Last Attended Training: _____

Attained recognized education/occupationalcertificate/credential/diploma/degree(mark/completeallthatapply)

Yes, No Copies of diploma, certificate and/or skill license attached

Yes, No Attained high school diploma or GED date:

Yes, No Attained AA or AS degree/diploma date:

Yes, No Attained BA or BS Degree/diploma date:

Yes, No Attained occupational skills license Type: _____ Date: _____

Yes, No Attained occupational skills certificate or credential Type: _____ Date: _____

Yes, No Only obtained certificate of completion from school eligible under Federal guidelines

Did not complete or obtain a certificate of completion, industry certification or license

Reason for end of Services:

Employed

Institutionalized

Health/Medical

Deceased

Family Care

Activated Reservist

Youth in Foster Care

Other (includes

not employed, moved) Comment: _____

Starting Date of Employment: _____ (new job after the start of training or new job after being laid-off)

Employer: _____ Contact Name: _____

Employer Address: _____

City _____ State _____ Zip _____

Phone: _____ email or fax _____

Is the job temporary or permanent? If temporary, how long is the job scheduled to last? _____

Is this job one where taxes are withheld from the customer's paycheck? _____ Yes, _____ No, _____ don't know or unable to determine

If so, check any descriptions that might apply to the customer's work arrangement: self-employed work as a consultant (may be paid with a 1099) is hired on a contract basis

Employed at participation? Yes, No

Is the participant's employment related to the type of training received?
(How the job is related to training if not apparent in the customer's job title) _____

Job Title _____ Wage \$ _____ per hour _____ Hours per week _____

Job verified _____ (staff initials) Verified with _____ (i.e., HR, Manager name)

Job unable to be verified by CRC: _____ (comments)

Sent to Training Provider _____ Date Sent to Training Provider _____

For Career Resource Center Use Only O-Net Code _____

Verification of employment on file Yes, No

Unsubsidized Employment Yes No Non-Traditional Employment Yes, No

Customer personal data (address, email & phone) have been reviewed and updated in VOS?

Credential Information has been updated on the participant's registration page:

VOS has been reviewed to check that services have ended prior to the planned ending date: Comments:

Recommended End of Services Date: _____ Date Recorded in VOS _____
 Career Advisor _____ Date: _____ ARC approved for exit Yes No _____

ATTACHMENT J

TRAINING PROVIDER Local Appeals Process

The Atlanta Regional Commission/Atlanta Regional Workforce Development Board (ARC/ARWDB) provides equal opportunity employment and training services regardless of race, color, religion, sex, national origin, age, handicap, or political affiliation.

The following appeal procedures as required in Section 122 (b) (c) (d) (f) and (h) of the Workforce Innovation and Opportunity Act have been established by Atlanta Regional Workforce Development Board to provide recourse to providers who have been denied or terminated from eligibility status as a training provider or denied eligibility as a provider of on-the-job training. The Atlanta Regional Workforce Development Board will provide notice to the applicant or provider with the letter of denial or termination containing the reasons for denial or termination, as well as the availability of the appeal process. Letters of denial of initial applications must be sent to the applicant within thirty (30) calendar days of the denial. An appeal by the provider for reconsideration of the termination must be made in writing thirty (30) calendar days from the day of receipt of the termination letter. Providers entering an appeal should be prepared to address the specific factors which prompted the denial or termination.

Providers may be removed from the ETPL under the following conditions:

- A. If inaccurate information regarding a program is intentionally supplied to a LWDB or WFD, a termination of eligibility will occur and will remain in effect for a minimum of two years,
- B. If a LWDB or WFD determines that an eligible provider has violated any requirements under WIOA, or other state or federal laws, regulations or requirements, a termination of eligibility will occur and will remain in effect for a minimum of two years.
- C. If a LWDB or WFD make termination determinations at any time during a training provider agreement to provide training services, there will be an opportunity for a hearing.
- D. A provider whose eligibility is terminated under the above conditions shall be liable for repayment of funds received during the period of noncompliance.
- E. If a provider does not respond to any continuing eligibility requests, the programs undergoing continuing eligibility will be removed from the ETPL. If the provider desires to have those programs reapproved, they should reapply through a LWDB after a six-month period, or
- F. If a provider's program fails to meet or exceed minimum established local and state performance levels, the provider's eligibility to receive funds for that program may be suspended by a LWDB or WFD.
- G. If it is deemed by a LWDB that training received by a WIOA customer did not adhere to program information as marketed by the training provider and/or the performance data was misrepresented by the provider, consequences levied upon the training provider may include: (1) additional training to the aggrieved customer at no cost; and/or (2) refund to the fiscal agent of amounts paid; and/or (3) debarment from the ETPL.

If any organization has a complaint against the Atlanta Regional Workforce Development Board, informal resolution should be attempted before filing a grievance. If there is no resolution of the complaint, the complainant(s) has/have a right to file a grievance by sending a written request for a hearing to:

Rob LeBeau,
Manager, Workforce Solutions
The Atlanta Regional Commission
229 Peachtree Street, NE, Suite 100
Atlanta, GA. 30303

After a written request for a formal hearing is received, the complainant(s) will be given written notice of the date, hour, place of the hearing, and of the manner in which the proceeding will be conducted and the issues to be decided upon, based on the complaint or grievance outlined in the written request. A Hearing Officer, independent of all parties, will be appointed to conduct the Hearing.

Prior to the hearing, the complainant(s) will be given the opportunity to:

- Withdraw the request for a hearing, in writing.
- Request a re-scheduling of the hearing for good cause.
- Bring witnesses and documentary evidence.
- Have records and documents produced; and
- Question any witness or party to the case.

Hearings on any grievance filed shall be conducted within thirty (30) days of such filing. Decisions shall be made not later than sixty (60) days after the filing of a complaint. Attempts at informal resolution may proceed during the 30-day period between the filing and hearing of the grievance and prior to the rendering of a decision on the grievance.

If the complainant does not receive a decision from the Hearing Officer within sixty (60) days of the filing of the grievance/complaint, or if either party receives a decision unsatisfactory to that party, either party has the right to request a review of the grievance by the Governor. The request for a review should be submitted to:

Joe Dan Bunker, Assistant Commissioner)

75 Fifth Street, NW Suite 845

Atlanta, GA 30308

Phone: 404-962-4005

FAX: 404-876-1181

The Deputy Commissioner shall act as the Governor's authorized representative. The request for review shall be filed within ten (10) days of receipt of the adverse decision or ten (10) days from the date on which the parties shall have received a decision. The Technical College System of Georgia Office of Workforce Development will conduct a review of the complaint and issue a decision within thirty (30) days from the date of receipt of the review request. The decision rendered by the Deputy Commissioner will be final.



Atlanta Regional

Equal Opportunity Complaint & General Grievance Policy and Procedure

For Applicants, Participants, Other Interested or Affected Parties

- SECTION I:** Equal Opportunity Complaint Policy
SECTION II: General Grievance Policy
SECTION III: Complaints of Fraud, Abuse, or Other Alleged Criminal Activity
SECTION IV: Complaints against Public Schools

I. EQUAL OPPORTUNITY COMPLAINT POLICY

WorkSource Atlanta Regional/ Atlanta Regional Workforce Development Board (ARWDB) adheres to the following United States law: "Equal Opportunity Is the Law". It is against the law for this recipient of Federal financial assistance to discriminate on the following basis: 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 (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: (1) Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; (2) providing opportunities in, or treating any person with regard to, such a program or activity; or (3) making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

- The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or
- The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW., Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at www.dol.gov/crc.
- If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center.
- If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).
- If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

A **complaint** is an allegation of discrimination on the grounds a person, or any specific class of individuals, has been or is being discriminated against on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69. An allegation of retaliation, intimidation, or reprisal for taking action or participating in any action to secure rights protected under WIOA will be processed as a **complaint**.

Note: A complaint cannot be processed as both a program complaint and as a discrimination complaint.

FILING COMPLAINTS OF DISCRIMINATION (under Equal Opportunity Complaint Policy)

Who May File: Any person requesting aid, benefits, services or training through the WorkSource Atlanta Regional workforce system; eligible applicants and/or registrants; participants; employees, applicants for employment; service providers, eligible training providers (as defined in the Workforce Innovation and Opportunity Act), and staff with the workforce system that believes he/she has been or is being subjected to discrimination prohibited under the Nondiscrimination and Equal Opportunity Provisions 29 CFR Part 38 and Section 188 of the Workforce Innovation and Opportunity Act (WIOA).

WorkSource Atlanta Regional/ARWDB is prohibited from discriminating against a person, or any specific class of individuals, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69 in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA funded program or activity. If you think that you have been subjected to discrimination under a WIOA funded program or activity, you may file a complaint within **180 days** from the date of the alleged violation with:

**SUZETTE TUITT, EO OFFICER
WORKSOURCE ATLANTA REGIONAL
229 PEACHTREE STREET N.E / SUITE 100
ATLANTA, GEORGIA 30303
(470) 378-1515
TDD: 711, voice: 1-800-255-0056,
stuitt@atlantaregional.org**

Each complaint must be filed in writing, either electronically or in hard copy, and must contain the following information:

- (A) The complainant's name, mailing address, and, if available, email address (or another means of contacting the complainant).
- (B) The identification of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination).
- (C) A clear description of the allegations in sufficient detail including the date(s) and timeline that the alleged violation occurred to allow the recipient, as applicable, to decide whether: (1) what agency has jurisdiction over the complaint; (2) the complaint was filed in time; and (3) the complaint has apparent merit; in other words, whether the complainant's allegations, if true, would indicate noncompliance with any of the nondiscrimination and equal opportunity provisions of WIOA or part 29 CFR Part 38.
- (D) The written or electronic signature of the complainant or the written or electronic signature of the complainant's representative.

Complaint Processing Procedure

An initial written notice to the complainant will be provided within fifteen (15) days of receipt of the complaint. The notice will include the following information pursuant to part 29 CFR 38.72:

- (1) Acknowledgement of complaint received including date received; notice that the complainant has the right to be represented in the complaint process; notice of rights contained in §38.35; and notice that the complainant has the right to request and receive, at no cost, auxiliary aids and services, language assistance services, and that this notice will be translated into the non-English languages as required in §§38.4(h) and (i), 38.34, and 38.36.
- (2) A written statement of issue(s) which includes a list of the issues raised in the complaint; for each issue, a statement of whether or not the issue is accepted for investigation or rejected and the reasons for each rejection after performing a period of fact-finding.
- (3) Notice that the complainant may resolve the issue Alternative Dispute Resolution (ADR) any time after the complaint has been filed, but before a Notice of Final Action has been issued.

If the complaint does not fall within the Workforce Innovation and Opportunity Act jurisdiction for processing complaints alleging discrimination under Section 188 or Equal Opportunity and Nondiscrimination provisions at 29 CFR Part 38.74, the complainant will be notified in writing within five (5) business days of making such determination. The notification shall include the basis of the determination as well as a statement of the complainant's right to file with the Civil Rights Center (CRC) within thirty (30) days of the determination.

Complaint Processing Time Frame

A complaint will be processed, and Notice of Final Action issued within ninety (90) days of receipt of the complaint pursuant to 29 CFR 38.72. Complainant may elect to file his or her equal opportunity complaint with the Technical College System of Georgia (TCSG) Office of Workforce Development (OWD). TCSG OWD's address and information is as follows: Attention: Compliance & Legal Affairs Director, David Dietrichs, 1800 Century Place N.E., Suite 150, Atlanta, Georgia 30345-4304; (404) 679-1371; wioacompliance@tcsg.edu.

If WorkSource Atlanta Regional/ARWDB has not provided complainant with a written decision within ninety (90) days of the filing of the complaint, complainant need not wait for a decision to be issued. Complainant may file a complaint with TCSG or CRC within thirty (30) days of the expiration of the 90-day period. If complainant is dissatisfied with WorkSource Atlanta Regional/ARWDB's resolution of his or her equal opportunity complaint, complainant may file a complaint with TCSG. Such complaint must be filed within thirty (30) days of the date you received notice of WorkSource Atlanta Regional/ARWDB's proposed resolution.

OR

Complaints may be initially filed or appealed to the Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210 or electronically as directed on the CRC website at www.dol.gov/crc within thirty (30) days of complainant's receipt of either WorkSource Atlanta Regional/ARWDB Notice of Final Action or TCSG Notice of Final Action. In other words, within one hundred twenty (120) days Complainant may file his or her appeal.

Resolution Process

Alternative Dispute Resolution: Complainant must be given a choice as to the manner in which they have their complaint resolved. After an investigation is conducted by the Equal Opportunity Officer, ADR may be chosen by the complainant to resolve the issues, as long as a Notice of Final Action has not been issued. Mediation is recommended ADR and will be conducted by an impartial mediator. Complainant must notify the Equal Opportunity Officer within ten (10) days of receiving the Notice of Issue Statement letter of whether ADR is selected to resolve the dispute. WorkSource Atlanta Regional/ARWDB will provide an impartial mediator and will provide interested parties information regarding the arrangements (date, time, and location).

Time Frame: The period for attempting to resolve the complaint through mediation will be thirty (30) days from the date the complainant chooses mediation; but must be performed within ninety (90) days of the initial filing date.

Successful Mediation: Upon completion of successful mediation, the complainant and respondent will both sign a conciliation agreement attesting that the complaint has been resolved. A copy of the conciliation agreement will be provided to Technical College System of Georgia, Office of Workforce Development within ten (10) days of the date the conciliation agreement was signed.

Unsuccessful Mediation: In the event mediation was not successful, WorkSource Atlanta Regional/ARWDB shall proceed with issuing a Notice of Final Action within the ninety (90) day limit.

Complainant Responsibility: The complainant may amend the complaint at any point prior to the beginning of mediation or the issuance of the Notice of Final Action. The complainant may withdraw the complaint at any time by written notification.

Breach of Agreement: Any party to any agreement reached under ADR may file a complaint in the event the agreement is breached with David Dietrichs, Compliance & Legal Affairs Director, Technical College System of Georgia, Office of Workforce Development, 1800 Century Place N.E., Suite 150, Atlanta, Georgia 30345-4304; (404) 679-1371; wioacompliance@tcsg.edu; or Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210 or electronically as directed on the CRC website at www.dol.gov/crc. The non-breaching party may file a complaint within thirty (30) days of the date that party learns of the alleged breach (29 CFR 38.72).

II. GENERAL GRIEVANCE POLICY

Any person applying for or receiving services through the Workforce Innovation and Opportunity Act Title I (WIOA) paid for by WorkSource Cobb/Cobb Workforce Development Board (CWDB) will be treated fairly. WorkSource Atlanta Regional/ARWDB will make every effort to resolve all general, non-discriminatory complaints informally between those involved before a grievance is filed. Grievances maybe filed in accordance with the written procedures established by WorkSource Atlanta Regional/ARWDB. **If you believe a violation of Title I of Workforce Innovation and Opportunity Act or regulations of the program has occurred, you have the right to file a grievance.**

A **grievance** is a complaint about customer service, working conditions, wages, work assignment, etc., arising in connection with WIOA Title I funded programs operated by WIOA recipients including service providers, eligible training providers, one-stop partners, and other contractors.

FILING A GENERAL GRIEVANCE (violations of the act or regulations not alleging discrimination)

Who May File: Any person, including WIOA program participants, applicants, staff, employers, board members or any other interested parties who believes they have received unfair treatment in a WIOA Title I funded program.

Any person may attempt to resolve all issues of unfair treatment by working with the appropriate manager and/or supervisor and staff member, service provider, or one-stop partner involved informally prior to a written grievance being filed.

All complaints as described in the previous definition may be filed within one hundred twenty (120) days after the act in question by first completing and submitting the General Grievance Form to:

**SUZETTE TUITT, EO OFFICER
WORKSOURCE ATLANTA REGIONAL
229 PEACHTREE STREET N.E / SUITE 100
ATLANTA, GEORGIA 30303
(470) 378-1515
TDD: 711, voice: 1-800-255-0056,
stuitt@atlantaregional.org**

Grievance Processing Procedure

A complaint may be filed by completion and submission of the General Grievance Form located at www.atlantaregional.org. WorkSource Atlanta Regional/ARWDB will issue a written resolution within sixty (60) days of the date the complaint was filed. Pursuant to Section 181 of the Workforce Innovation and Opportunity Act, WorkSource Atlanta Regional/ARWDB shall provide the grievant with an opportunity for a hearing within sixty (60) days of the complaint's filing, if requested in writing by the grievant. In the event a hearing is not requested, WorkSource Atlanta Regional/ARWDB shall issue a decision as to whether provisions of the Workforce Innovation and Opportunity Act were violated. In the event the grievant is dissatisfied with WorkSource Atlanta Regional/ARWDB's decision, he or she may appeal the decision to the Technical College System of Georgia, Office of Workforce Development (OWD) within sixty (60) days of the date of the decision. If such an appeal is made, the OWD shall issue a final determination within sixty (60) days of the receipt of the appeal.

In the event WorkSource Atlanta Regional/ARWDB does not issue a written resolution within the sixty (60) days of the complaint's filing as required, the grievant has the automatic right to file his or her complaint with the Technical College System of Georgia, Office of Workforce Development.

Hearing Process

A hearing on any complaint filed shall be conducted as soon as reasonably possible, but within sixty (60) days of the complaint's filing. Within ten (10) business days of the receipt of the request for a hearing, WorkSource Atlanta Regional/ARWDB shall: (1) respond in writing acknowledging the request to the grievant; and (2) notify the grievant and respondent of a hearing date. The notice shall include, but not limited to: (1) date of issuance; (2) name of grievant; (3) name of respondent against whom the complaint has been filed; (4) a statement reiterating that both parties may be represented by legal counsel at the hearing; (5) the date, time, place of the hearing, and the name of the hearing officer; (6) a statement of the alleged violation(s) of WIOA; (7) copy of any policies and procedures for the hearing or identification of where such policies may be found; and (8) name, address, and telephone number of the contact person issuing the notice.

The hearing shall be conducted in compliance with federal regulations. The hearing shall have, at a minimum, the following components: (1) an impartial hearing officer selected by WorkSource Atlanta Regional/ARWDB; (2) an opportunity for both the grievant and respondent to present an opening statement, witnesses, and evidence; (3) an opportunity for each party to cross-examine the other party's witnesses; and (4) a record of the hearing which WorkSource Atlanta Regional/ARWDB shall create and maintain.

The hearing officer, considering the evidence presented by the grievant and respondent, shall issue a written decision which shall serve as WorkSource Atlanta Regional/ARWDB's official resolution of the complaint. The decision shall include the following information: (1) the date, time, and place of hearing; (2) a recitation of the issues alleged in the complaint; (3) a summary of any

evidence and witnesses presented by the grievant and respondent; (4) an analysis of the issues as related to the facts; and (5) a decision addressing each issue alleged in the complaint.

No applicant, participant, employee, service provider or training provider will be intimidated, threatened, coerced, or discriminated against because they have made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing.

Appeal Process

An appeal may be requested by contacting the Technical College System of Georgia, Office of Workforce Development, Attention: Compliance & Legal Affairs Director, David Dietrichs, 1800 Century Place N.E., Suite 150, Atlanta, Georgia 30345-4304; (404) 679-1371; wioacompliance@tcsg.edu within sixty (60) days of the date of the decision.

III. COMPLAINTS OF FRAUD, ABUSE, OR OTHER ALLEGED CRIMINAL ACTIVITY

In cases of suspected fraud, abuse or other alleged criminal activity, you should direct your concerns to the Office of Inspector General, U.S. Department of Labor, at 1-866-435-7644 or inspector.general@oig.ga.gov.

IV. COMPLAINTS AGAINST PUBLIC SCHOOLS

If the complaint is not resolved informally and it involves public schools of the State of Georgia, the grievance procedure will comply with WIOA and OCGA 20-2-1160.

I CERTIFY THAT I HAVE RECEIVED A COPY OF THIS POLICY AND PROCEDURE AND UNDERSTAND THE INFORMATION PROVIDED WITHIN THIS DOCUMENT.

Participant Signature

Date

Print Name

Last 4 SS#

Parent/Guardian Signature
(if participant is under age 18)



Atlanta Regional

General Grievance Form

(For Non-Discrimination)

For Applicants, Participants, Other Interested or Affected Parties

INSTRUCTIONS: Please complete for a general complaint. Once you have completed the appropriate questions, please sign and date at the end of this form. If you require assistance in completing this form, please contact your local Career Resource Center and request to speak to a manager or career advisor.

Pursuant to Section 181 of the Workforce Innovation and Opportunity Act, WorkSource Atlanta Regional shall provide the grievant with an opportunity for a hearing within sixty (60) days of the complaint's filing, if requested in writing. If a hearing is not requested, WorkSource Atlanta Regional shall issue a decision as to whether provisions of the Workforce Innovation and Opportunity Act were violated. In the event the grievant is dissatisfied with the WorkSource Atlanta Regional's decision, he or she may appeal to the Technical College System of Georgia, Office of Workforce Development (OWD) Compliance Team. If such an appeal is made, the OWD shall issue a final determination within sixty (60) days of the receipt of the appeal.

WorkSource Atlanta Regional

ATTN: Suzette Tuitt, WIOA EO Officer
229 Peachtree Street, N.E. / Suite 100 / Atlanta, Georgia 30303
Office: (470) 378-1515
Submissions should be sent to: stuitt@atlantaregional.org

1. Complainant Information:

First Name: _____ MI: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: (_____) - _____ Work Phone: (_____) - _____ Cell: (_____) - _____

Email Address: _____

Are you a WorkSource Atlanta Regional employee? Yes No

2. Respondent (Agency, Employee, or Employer you are making the complaint against):

Name: _____ Telephone (_____) - _____

Address: _____ City: _____ State: _____ Zip: _____

3. What is the most convenient time for us to contact you about this complaint? _____

4. Briefly describe, as clearly as possible, your complaint. Attach additional sheets if necessary. Also, attach any written materials pertaining to your complaint.

a. Please explain the basis of the complaint. _____

b. Who was involved? *Include witnesses, fellow employees, supervisors, or other. Provide names, addresses, and telephone numbers if known.* _____

c. Please list the location and date. _____

5. Were you offered employment services? (if applicable) Yes No N/A

6. Were you offered to attend a Job Smart Workshop? Yes No

If Yes, did you attend? Yes No

7. Relief Requested?

I certify that the information furnished above is true and accurately stated to the best of my knowledge. I authorize the disclosure of this information to enforcement agencies for the proper investigation of my complaint. I understand that my identity will be kept confidential to the maximum extent possible consistent with applicable law and a fair determination of my complaint.

Complainant Signature

Date

Print Name

Last 4 SSN

EXHIBIT 1

**Standard Certifications Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion Form**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register(pages19160-19211).

- 1) The prospective primary certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining; attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach and explanation to this proposal.

Printed Name

Signature

Date

Instructions for Certification Regarding Debarment

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is proving the certification asset below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal Funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principle", "proposal", "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier that covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT 2

Standard Certifications Regarding Lobbying Form

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member or employee of Congress, or an employee of a Member Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3)* The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

* Note: "All", in the Final Rule, is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

EXHIBIT 3

EEO STATEMENT OF ASSURANCES

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age, and

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Name (Printed) and Title

Signature

Date

CONFLICT OF INTEREST ASSURANCE:

Pursuant to O.C.G.A 50-7-91 (b)(2)(3) (2017), the provider confirms that they have no conflicts of interest with state, or local Workforce Innovation and Opportunity Act (WIOA) officers, board members or board staff, including but not limited to familial ties (spouse, child, parent), fiduciary roles, employment or ownership interests in common.

Name (Printed) and Title

Signature

Date

FULTON COUNTY WORKFORCE DEVELOPMENT BOARD

BYLAWS

Adopted Date: November 21, 2019

BYLAWS OF THE FULTON COUNTY WORKFORCE DEVELOPMENT BOARD

ARTICLE I. GENERAL PROVISIONS

Section A. Official Name and Address of the Organization

The name of this organization shall be known as the Fulton County Local Workforce Development Board (“LWDB”). The name of the organization shall be formally used for all correspondence, contracts, and documents pertaining to the local entity under the Workforce Innovation and Opportunity Act of 2014 (“WIOA”). The LWDB is certified by the Governor of Georgia, pursuant to WIOA. For the purpose of these Bylaws, the “LWDB” or “Board” shall mean the Fulton County Workforce Development Board.

The principal office of the Fulton County Workforce Development Board shall be within the Select Fulton Economic Development Department Workforce Development Division, located at Select Fulton Economic Development, 141 Pryor Street, Suite 2052, Atlanta, Georgia 30303, with all mail, agreements, correspondence and other documents addressed to this location.

Section B. General Organization & Charter Statement

The Fulton County Workforce Development Board is established in response to the provisions specified in the Workforce Innovation and Opportunity Act of 2014 (“WIOA”) enacted by 20 C.F.R. 679.310(b) to set policy for the portion of the statewide workforce system within the County of Fulton County, Georgia.

In partnership with the Chief Local elected Official (“CLEO”), the Fulton County Workforce Development Board will develop the Local Workforce Development Plan for its service area with the purpose of providing workforce activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the local economy.

The composition, functions, and responsibilities of the Fulton County Workforce Development Board are established by WIOA §107 and any amendments thereto, the applicable Federal Regulations, and CLEO. From time-to-time the CLEO may, through certain directives, establish the scope and duties of the Fulton County Workforce Development Board, consistent with the WIOA.

Section C. Authority of Board

The Fulton County Workforce Development Board hereinafter referred to as the Board, functions as a joint partner with the CLEO pursuant to WIOA §107 and the regulations promulgated thereunder which implement WIOA within the Fulton County Local Workforce Development Area (LWDA), Area 6. The Board shall act on behalf of the LWDA and shall provide policy guidance for and exercise oversight of the LWDA as set forth in WIOA.

Section D. Functions of Board

Within the Local Workforce Development Area, the Board functions in partnership with the CLEO to fulfill the goals and objectives of the local One-Stop System, the tenets under WIOA, and the responsibilities stated in their governance documents. At the minimum the CLEO and the Board or designated Board staff shall:

1. Develop the Local and Regional Plan and conduct oversight of the One-Stop System, youth activities, and employment and training activities under Title I of WIOA. The Board shall convene local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities.
2. Conduct workforce research and regional labor market analysis.
3. Lead efforts to engage with a diverse range of employers and entities in the region to promote business representation; to develop effective linkages with employers to support utilization of the workforce system; to ensure that workforce investment activities meet the needs of employers and support economic growth in the region; and to implement proven and promising strategies.
4. Negotiate local performance accountability measures.
5. Designate and/or certify One-Stop operators with the agreement of the CLEO.
6. Identify eligible training providers, providers of career service and youth organization based on recommendations from Board members and the Youth Standing Committee as well as locally developed performance and labor market information.
7. Develop a budget (with the grant recipient or as same is designated by the CLEO) for the activities in the local area, consistent with the local plan and duties of the Board, which budget must be approved by the CLEO.
8. Lead efforts, with representatives of secondary and postsecondary education programs, in the local area to develop and implement career pathways within the local area.
9. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and jobseekers.
10. Coordinate activities with education and training providers in the local area, including workforce, adult education and literacy, career and technical education, and Vocational Rehabilitation activities. Specifically, this includes reviewing applications to provide adult literacy activities under Title II to determine whether applications are consistent with the local plan, and implementing cooperative agreements with Vocational Rehabilitation agencies to enhance provision of

services to individuals with disabilities.

11. Lead efforts in the local area to identify, promote, and disseminate proven and promising strategies and initiatives to meet the needs of employers and workers. The Board will assess the One-Stop for accessibility for individuals with disabilities.
12. Provide provision of program oversight and consumer choice requirements, in partnership with the CLEO.

Section E. Purpose of the Board

The Board represents a wide variety of individuals, businesses, and organizations throughout the local area. The Board serves as a strategic convener to promote and broker effective relationships between the CLEO and economic, education, and workforce partners.

The Board must develop a strategy to continuously improve and strengthen the workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs to promote economic growth. Board members must establish a platform in which all members actively participate and collaborate closely with the required and other partners of the workforce development system, including public and private organizations. This is crucial to the Board's role to integrate and align a more effective, job-driven workforce development system.

ARTICLE II. MEMBERSHIP PROVISIONS

Section A. Appointment of Members and Board Composition

It shall be the sole responsibility and authority of the CLEO to appoint members to the Board. The CLEO shall appoint members to the Board from the enumerated categories of Section 107(b)(2) of WIOA and in compliance with the applicable federal and state regulations.

Members shall be appointed to the Board and offered reappointment at the discretion of the CLEO. The CLEO shall examine the initial and any subsequent duration of membership for compliance. The notification of appointment and the term of service shall be provided by the CLEO through written correspondence. Term appointments will be staggered and may be considered for re-appointment.

1. The Board shall be comprised of representatives of private sector business and public sector organizations from the local region. A simple majority of the members of the Board shall be representatives from the private sector.
2. It is recommended that members live in or be employed in Fulton County, but the CLEO is authorized and has the sole discretion to appoint members that neither live in work in Fulton County for the betterment of the workforce program. Removal from consideration of membership or forfeiture of existing membership shall occur if the above residency provisions cannot be met, unless authorized or waived by the CLEO.

3. The Board shall be appointed by the CLEO from the following categories:
 - (a) Representatives who are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; represent businesses, including small businesses, or organizations representing business described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and are appointed from among individuals nominated by local business organizations and business trade associations;
 - (b) Representatives (20% of the entire Board) of the workforce within the local area must include two or more representatives of labor organizations and one representative from a joint labor-management apprenticeship program, or an apprenticeship program in the area (if it exists); may include representatives of community-based organizations with experience at addressing the employment needs of individuals with barriers to employment and may include representatives of organizations with demonstrated experience addressing employment, training/education needs of eligible youth (including out-of-school youth);
 - (c) One representative administering adult education and literacy activities under Title II must be included;
 - (d) One representative of higher educational institutions (including community colleges) must be included;
 - (e) Representatives of local educational agencies and community-based organizations with experience addressing education or training needs of individuals with barriers to employment may be included;
 - (f) One representative of economic and community development entities must be included;
 - (g) One representative of Wagner-Peyser programs must be included;
 - (h) One representative of Vocational Rehabilitation programs must be included;
 - (i) Representatives of agencies or entities administering transportation, housing, and public assistance programs; and representatives of philanthropic organizations may be included; and
 - (j) Any other individuals or representatives of entities that the CLEO may determine to be appropriate.

SPECIAL RULE – The one representative of adult education and literacy activities and the one representative of higher education must be appointed from among individuals recommended by local education and training providers or institutions,

if there are multiple providers in the local area.

4. Support staff to the Board shall periodically review the composition of the Regulatory-required One-Stop Partners and other representatives of the public sector. They will make recommendations to the Board and CLEO in order to maintain that portion of the Board's composition and appropriate representation. Those recommendations may be submitted to an appropriate subcommittee for their review and disposition; and
5. Potential members representing the private sector shall be recommended to the CLEO by organizations representing local businesses, such as local chambers of commerce or development authorities. The CLEO may also solicit recommendations to fill vacancies by consulting with strategic industry partners representing high-demand occupations in the area. In all instance, these potential appointments will be submitted to the CLEO for final disposition.

The CLEO shall appoint all future members to the Board via a letter of appointment.

Section B. Membership Resignation or Termination

1. Membership shall be terminated in case of resignation, removal for cause, disqualification, non-compliance with the residency provisions (unless waived), failure to attend the meetings of the Board or if found in direct violation of the Board's conflict of interest policy outlined in Section C of these bylaws. The right of a member to vote and all his/her rights and responsibilities in the affairs of the Board shall cease upon termination of membership.
 - (a) Members are subject to termination for failure to attend one-half (1/2) of the meetings annually and/or failure to attend two (2) consecutively scheduled meetings of the Board. It shall be assumed that members missing two consecutive meetings or more than one-half (1/2) of the meetings held annually, have other business commitments, which preclude active Board participation. Therefore, in order to maintain full representation, and in the best interest of the Board as a whole, said member will be notified of removal in accordance with provision stated in Article II, Section C-3 of these Bylaws.
 - (b) Upon prior approval of the CLEO, a Board member may appoint a designee to attend a Board meeting if the member is unable to attend the meeting. A Board member shall be considered "present" for all purposes of Board attendance and quorum requirements, where a designee is present. The Board member may also vest in the designee the function of spokesperson for the member in order to present items germane to the purposes of the Board. However, for any business requiring a vote of the membership, only members present and voting may be considered, and said designee is not permitted to vote for the member. A designee may be appointed for no more than two meetings annually.
 - (c) If neither the member nor the designee is able to attend, they shall so inform the Chair and/or Board support staff prior to the scheduled meeting date. The

Chair or Board Director shall determine what constitutes an excused absence.

- (d) The resignation or termination of any member shall be a matter of record and must be submitted to the CLEO or his/her representative to ensure a prompt nominee for the new vacancy.
- 2. Any member may resign from the Board by submitting a written letter of resignation to the Chair of the Board and the CLEO. The official and effective date of resignation shall be the date of receipt of the correspondence by the CLEO. The Chair shall announce the member's resignation at the next scheduled meeting, cause same to be entered into meeting minutes.
- 3. Any member or designee may be removed from the Board by the affirmative vote of any two-thirds (2/3) of the members present at a duly constituted meeting for conduct detrimental to the interest of the Board or refusal to render reasonable assistance in carrying out the stated purposes of the Board. Any member proposed to be removed shall be entitled to at least five (5) working days written notice, with a copy to the CLEO. The notice shall include the meeting date at which such removal is to be voted upon, and an offer to allow the member to be heard at such meeting. The meeting shall be held only after reasonable receipt of the notice can be presumed by mail or other applicable electronic method. Should the member not wish to appear before the Board, a vote shall be taken on the matter in his/her absence. In addition, the CLEO may initiate the removal of a Board member if it is deemed to be in the best interest of Fulton County.

Section C. Matters of Conflict of Interest

- 1. In compliance with the Federal WIOA Regulations at Section 107, Subsection (h), a member of a Board, or a member of a standing committee, may not vote on a matter under consideration by the Board regarding the provision of services by such member (or by an entity that such member represents); or that would provide direct financial benefit to such member or the immediate family of such member; or engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.
- 2. All LWDB members are required to sign and submit a conflict of interest statement to the LWDB, in substantially the form attached hereto as Exhibit "B."
- 3. A Board member shall avoid even the appearance of a conflict of interest. Prior to taking office, Board members must provide to the Board Chair a written declaration of all substantial business interests or relationships they, or their immediate families, have with all businesses or organizations which have received, currently receive, or are likely to receive contracts or funding from the Board. Such declarations shall be updated within 30 days to reflect any changes in such business interests or relationships. The Board shall appoint an individual to timely review the disclosure information and advise the Board Chair and appropriate members of potential conflicts.
- 4. Prior to a discussion, vote or decision on any matter before the Board, if a member, or a person in the immediate family of such member, has a substantial interest in or relationship to a business entity, organization or property that would be pecuniary

affected by any official Board action, that member shall disclose the nature and extent of the interest or relationship and shall abstain from voting on or in any other way participating in the decision on the matter. All such abstentions shall be recorded in the minutes of the Board meeting.

5. The following definitions apply with regards to the Board's Conflict of Interest Policy outlined in Section C (1-3) above:
 - o Immediate family -- Any person related within the first degree of affinity (marriage) or consanguinity (blood) to the person involved.
 - o Substantial interest -- A person has a substantial interest:
 - A. in a business entity if:
 - i. the person owns 10% or more of the voting stock or shares of the business, owns 10% or more, or owns \$5,000 or more, of the fair market value of a business; or
 - ii. funds received by the person from the business exceed 10% of the person's gross income for the previous year;
 - B. in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more; or
 - C. if the Board member is related to a person in the first degree of affinity or consanguinity who has a substantial interest as defined in subparagraph (A) or (B) of this paragraph.

Section D. Voting Rights and Representation

1. It shall be the right of each Board member to deliberate and vote upon all matters which come before the Board during a duly constituted meeting except as provided in Article II - Section C relating to conflict of interest issues.
2. Any member may represent the obligations or interests of the Board as designee or spokesperson for the Board when authorized by the body or its executive officers.
3. All members of the Board may be elected to executive office [Chair or Vice Chair(s)] provided they are active members of the Board and fulfill the requirements for office under the provisions of the WIOA or Federal Regulations where applicable, or the Bylaws of the Board.
4. All authorized Board standing committees shall be chaired by Board members in good standing. In the event of the absence of the Committee Chair, and upon the vote of the committee members present, any Board member may assume the Chair pro-tempore to carry out the duties of the committee.
5. Any ad hoc subcommittee appointed by the Chair must have both Board members and other (non-Board) representatives appointed to membership on the subcommittee. Any member of an ad hoc committee may function as Chair at the discretion of the Board Chair and based on the authorized objectives of the ad hoc committee.

Section E. Term of Board Members

Number, Tenure and Qualifications. The number of members of the Board shall be determined by the categorical requirements and specifications set forth by the WIOA. The

composition of the Board shall at all times conform to the requirements of Sections 107 and all other applicable sections and subsections of the WIOA and accompanying regulations. The initial term of membership shall be for one (1) year. A term of membership, granted after a term expiry notification, shall be for no more than three (3) additional years. The total number of Board Members shall be no less than nineteen (19). The term appointments will be staggered to ensure only a portion of membership expire in a given term. The term of Board membership shall be set by the CLEO in the letter of appointment. In the case where a term (start/end) is stipulated in the appointment letter and the CLEO wishes to reappoint a member to a subsequent term, the reappointment to the Board shall occur prior to the member's anniversary date to maintain continuity of membership and to avoid formal reapplication for Board membership. Board membership may be suspended or withdrawn at the discretion of the CLEO. As applicable, vacancies shall be filled by the CLEO in the same manner as the original appointment. Furthermore, all appointments or re-appointments shall be made in order to maintain compliance with federal and state statutes governing Board composition.

Section F. Membership Sunshine Provision

It is a tenet of Board membership that some members' information may be made available or provided to the public under the requirements of, and in compliance with, the "sunshine provisions" of federal and state laws. Such items may include posting a member's name and business or organization affiliation and address or other reasonable information on applicable web sites, publicity and news articles, Board announcements or other requirements, and to comply with any federal or state membership reporting requirements.

ARTICLE III. BOARD OFFICERS

Section A. Executive Officers and Nomination to Office

1. The Executive Officers shall be the Board Chair and Vice-Chair. The officers shall perform the duties prescribed by the Bylaws, by Federal and State Regulations, and by the parliamentary authority adopted by the Board.
2. The CLEO shall submit nominations for the offices of Chair and Vice-Chair. Additional nominations for the positions may be submitted by any Board member, provided the nominee is a current Board member in good standing and meets the categorical requirement for the position. The Chair and Vice-Chair shall be nominated from among the business representatives on the Board.

Section B. Election of Officers and Duties of an Officer

1. The Board Chair and Vice-Chair shall be elected by majority vote of the membership of the Board. Their term of office shall begin immediately upon election and shall serve for the duration of their original Board appointment.
 - (a) The Board shall have a Chair elected by the members of the Board and who shall be a representative of business. The duties shall include, but not be limited to: Conducting and directing meetings, fulfilling the capacity of chief

administrative officer for the Board, acting on behalf of the Board under special circumstances, maintaining order, approving meeting dates, recommending agenda items for discussion, representing the Board with regard to other organizations, and appointing temporary or permanent committees and chairs as required.

- (b) The Board shall have a Vice-Chair elected by the members of the Board who shall be a representative of business. The Vice-Chair shall fulfill all of the roles and duties of the Chair in the Chair's absence.
- 2. In the event of a vacancy occurring in the office of Chair, the Vice-Chair shall succeed immediately to the office of Chair, and shall possess the power to perform all the duties of that office until the next scheduled meeting, at which time a new Chair shall be elected.
- 3. In the event of a vacancy in the office of Vice-Chair, whether through succession, death, resignation, removal, or disqualification, the office shall be filled in accordance with the applicable requirements of Sections A and B of this Article.
- 4. The Chair, or Vice-Chair acting in his/her place, shall preside at all meetings of the Board, unless otherwise proscribed in these Bylaws, and shall be responsible for the appointment of all committees. Either the Chair or the Vice-Chair acting in his/her place shall be an ex-officio, non-voting member of all committees.
- 5. The LWDB may appoint other officers as the business of the LWDB may require, each of whom will hold office and have authority to perform duties as the LWDB may determine.

ARTICLE IV. GENERAL MEETING REQUIREMENTS

Section A. Regular & Special Meetings

- 1. The Board shall meet no less than four (4) times per year at such place as the Board Chair may designate.
- 2. Except in an emergency, the notice of a meeting stating the time, place and purpose(s) of the meeting shall be either mailed, e-mailed or faxed to each member not less than five (5) working days before.
- 4. At every meeting of the Board, each member shall be entitled to one (1) vote per issue. All elections and most customary issues shall be decided by majority vote of the persons present at a duly constituted meeting in which there is a quorum present (a quorum consist of 50% plus 1 of the appointment members).
- 5. A special meeting of the Board may be called at any time by the Chair, the CLEO, or by a written request signed by at least 10 of the members.

6. On any Board items or issues requiring a Board decision or approval within an abbreviated time frame which cannot wait until the next scheduled meeting, the Chair or CLEO may call a special meeting.

Section B. Customary Order of Business and Rules of Order

1. Order of Business

The general Order of Business for regular Board or special business meetings shall be the following:

- I. Call to order and announce official starting time of the regular Board or special business meeting by the Chair.
- II. Introduction of members, special invited guests or presenters and registered guests.
- III. Member roll call (if requested by a Board member questioning attendance to fulfill quorum or official meeting status).
- IV. Board Officers' opening comments or reports.
- V. Review and approval of previous meeting minutes.
- VI. Reports of Standing or Special Committees.
- VII. Sequential Agenda Items and/or Resolutions.
- VIII. Unfinished Business and General Orders (consisting of any carry-over items from the previous meeting).
- IX. New Business.
- X. Guest/program presentations and/or general address (may be sequentially moved to earlier or later into the meeting or tabled at the discretion of the Chair due to time constraints).
- XI. General announcements or comments from members and guests.
- XII. Adjournment and official time of closure of the meeting.

2. Rules of Order and Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised, shall govern the Board in all cases for which they are applicable and in which they are not inconsistent with these Bylaws, Federal, or State Regulations or any special Rules of Order the Board may adopt.

Section C. Quorum

A quorum shall consist of a simple majority of the currently appointed Board members and all authorized member's designees attending in their absence (50% plus 1). Proxy voting shall not be permitted for any LWDB action. Members must be present to vote.

Authorized designees of members may not cast a vote. The members present at a duly authorized meeting at which a quorum was determined to be present may continue to transact agenda business until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum.

Section D. Sunshine Provision for Meetings

Section 107 (B) 13 (e) of WIOA requires that "The local Board shall make available to the public on a regular basis through open meetings, information regarding the activities of the local Board, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of One-Stop Operators and the award of grants or contracts to eligible providers of youth activities, and on request, minutes of formal meetings of the local Board." Additionally, all reasonable efforts must be made to ensure that meetings are held in facilities that permit barrier-free access to the physically handicapped. The meeting must also comply with the Georgia Open meetings Act (O.C.G.A. § 50-14-1 et. seq.).

Open Meetings. All meetings of the Board, Youth Council and Committees shall be open and accessible to the general public, and minutes shall be maintained and electronically sent, mailed, or faxed to the members with the agenda of the subsequent meeting (where possible) prior to the meeting. There will be a public comment period of fifteen (15) minutes prior to the official start of Board meetings. Each speaker will be allowed two (2) minutes. Any member of the public desiring to so participate shall notify the Chairperson or the Division Manager for the Select Fulton Economic Development Department in writing before the meeting of the subject he/she wishes to address. All Local Workforce Development Board meetings shall be conducted in accordance with federal sunshine laws and the Georgia Open Meetings Act. The process by which the Board will provide updates of Board action to the Chief Local Elected Official shall be by electronic copy of the approved meeting minutes within two business days of the LWDB vote to approve the meeting minutes. The public has the right to address the Board. Public attendees interested in addressing the Board must submit their name and topic to be discussed in writing to the Board Chair or Coordinator prior to the start of the meeting. Each individual is permitted three (3) minutes to speak. An individual can relinquish their time to another speaker, but only for a total of six (6) minutes maximum per person.

ARTICLE V. SPECIAL MEETING CONDITIONS

Section A. Conflict Resolution Process

In the event of a conflict or dispute arising from the One-Stop Partners or other members of the Board, the following process and procedures will be used to rectify the conflict and

in the following sequential order:

- (1) The review of any applicable Memorandum of Understanding (MOU) or applicable written agreement between the parties for dispute resolution provisions. In all cases, those formal agreements will take precedence.
- (2) A two-thirds (2/3) majority of any applicable committee may make recommendations on dispute resolution.
- (3) The Board Chair may call a special meeting of the Boards' Executive Officers and the disputants to resolve the matter; or may submit the dispute to the full Executive Committee or the Board at a regular or special meeting.
- (4) If it remains unresolved, the Board Chair and Executive Officers may submit their findings of fact on the dispute to the CLEO for a final resolution at the local level.

Section B. Maintenance of Records

The CLEO shall appoint the support staff for the Fulton County Workforce Development Board. Such staff will be responsible for maintaining the written records for all matters related to the composition, operation, formal deliberation or resolutions and actions of the Board, its Youth Standing Committee and any formalized committees for seven years. The Board Chair and Chair of the Youth Standing Committee, all standing committees or ad hoc committees, shall retain copies of any appropriate files and information relevant to their functions notwithstanding the official Board files maintained by staff for seven years. Support staff, shall keep the minutes of Board meetings and Committee meetings. Although verbatim minutes are not required to be taken, minutes must be taken and must include a record or summary of all: names of members present, names of speakers at the meeting, motions, proposals, resolutions, and any other matter formally voted upon, including the result of any vote taken. Staff shall provide a copy of the minutes to each member and the general public, when requested and in compliance with applicable regulations. Meeting minutes will also be forwarded to the CLEO within two weeks.

Section C. Expenses, Grants and Donations

1. Members and designees shall not receive a salary from the County of Fulton or the LWDB for attendance at meetings of the Board. Allowable expenses as approved by the Chair and CLEO, incurred while attending to Board business shall be reimbursed at the prevailing county rates.
2. *Travel.* Each member of the board who is not otherwise a state officer or employee shall be authorized to receive reimbursement for reasonably necessary travel expenses incurred in the performance of his or her duties as a member of the Board, provided that such funds are available and such reimbursements are allowable under federal law. Should funds not be available or allowable for this purpose, such members shall serve without compensation. Each member of the Board who is otherwise a state officer or employee shall be reimbursed by the agency of which he or she is an officer or employee for reasonably necessary travel expenses actually incurred in the performance of his or her duties as a member of

the Board, provided that such funds are available and such reimbursements are allowable under federal law. WIOA Title I funds shall not be used for foreign travel per 20 CFR Parts 667.264. Members of the board shall receive no compensation for their services except as otherwise provided in this Section.

3. *Travel Expense and Reimbursement.* Travel costs are expenses for transportation, lodging, subsistence, and related items incurred by staff and others who are on travel status on official business of the Board. Travel expenses must be reasonable and necessary, and for a bona fide business purpose related to the funding source. All supporting documentation must be kept on file. Meals, lodging, rental cars, airfare, mileage for staff-owned cars, and other travel expenses may be paid for staff and participants who travel as part of their job, training activity or grant purpose. Documentation of the purpose and cost of travel must be maintained. No staff may be reimbursed for expenses incurred in going to and from work. Staff and Board members required to travel for official business must comply with all Fulton County and statewide travel regulations in effect at the time of travel. Statewide Travel Regulations can be found at <http://sao.georgia.gov>. If any contractor or grant sub-recipient does not have an agency meal policy, they will be subject to the terms and regulations found within the Statewide Travel Regulations. The funding agency may reimburse members of boards and councils, consultants, volunteers, service providers, and others for travel expenses incurred for an allowable purpose benefiting the workforce investment system. A definition section related to travel expenses is attached hereto as Exhibit "A."
4. *Consultants.* The Board shall be authorized to consult with and form p0erfos with members and persons knowledgeable on the subject matter at issue in order to carry out effectively its duties. Such consultants shall serve without compensation but shall be reimbursed for travel and other reasonable and necessary expenses incurred while attending meetings of or on behalf of the Board, provided that such travel and other expenses are approved by the Chair and such reimbursements are allowable under federal law.
5. *Contracting.* The grant subrecipient shall be authorized to employ and contract with other individuals and organizations as needed to assist in executing the Board's responsibilities, provided that funds are available for such expenditures and such expenditures are allowable under federal law.
6. *Support Staff.* Fulton County Staff, as support staff to the Board, will maintain vigilance in reviewing state and federal grant announcements and the submission of applications for all appropriate operational or services grants for the Board.
7. *Donations.* The Board may pursue an annual solicitation of donations, or more frequently as needed, from area businesses and organizations. Prior approval of the CLEO shall be required of each such request. These voluntary contributions may be used to defray the costs associated with any meeting or other Board expenditures that cannot be paid with applicable grant funds. These voluntary contributions are maintained in a dedicated account, which shall have reasonable fiduciary controls. The Board Chair shall provide information on expenditures, contributions, and any discretionary account balances at an appropriate general meeting of the Board and to the CLEO, monthly.

Section D. WIOA Vendor Appeal Process

Preamble: The WIOA Title Programs and the One-Stop Partners have an established a grievance and appeal process for customers. Nothing in this paragraph diminishes or eliminates those processes of redress and nothing in the following process is applicable to customer complaints. In the event a customer contacts the LWDB Chair, a LWDB member or the LWDB support staff with a formal complaint and request for review, the customer shall be directed to the appropriate authority.

In the event of the Board's vote of denial for a potential vendor of Education and Training, On-the-Job-Training, Customized Training or any other applicable provider of workforce development services which has been rejected by a LWDB Committee and the Board, the potential vendor may appeal the initial decision as follows:

- (1) An executive officer of the denied organization may, in writing and within 30 days of the notification of denial, request a review of the Board's decision. In the correspondence to the Chair, the petitioner shall submit the rationale for the appeal of the initial Board decision and any pertinent facts or information which was not considered when the Board decision was made.
- (2) The Board Chair, within 30 days of receipt of the provider's letter, shall convene and preside over a special meeting of the Executive Board. The Board Chair and the Board staff support may submit documentation, finding-of-facts or informal testimony from others on the matter in question.
- (3) The potential provider may submit any supportive documentation on their rationale for the appeal which is relevant to the case.
- (4) If the Executive Board votes to uphold the initial decision of the Board, no further action shall be instituted and the initial decision will be upheld on appeal.
- (5) Should mitigating circumstances to the initial decision be found by the Executive Committee, it shall become an agenda item at the next scheduled Board meeting where a quorum is present. At that time a member of the Executive Committee will summarize their findings to the Board and request a re-vote on the issue in question. Each member present shall signify their vote and two-thirds (2/3) affirmative vote of the members present shall be required to overturn the initial Board decision.
- (6) The Board Chair will announce the results and execute the final Board action on the matter.

Section E. Board Review of Workforce Development Grants

One of the major functions and responsibilities of the Fulton County Workforce Development Board is the oversight of workforce development within Fulton County. The Board and its staff support have the responsibility of review and evaluation of various workforce development grant proposals and funding requests.

The Board affirmatively supports local workforce improvement initiatives from private sector business, public sector organizations, or consortiums thereof which have the goal of fulfilling employment needs, local labor market improvements, and the elimination of program service and funding duplication. Accordingly, the Board may be called upon to provide various levels of workforce proposal evaluation from letters of project support, Board review, and/or certification of a potential grant application to Board votes or resolutions on various federal or state grants.

It is the potential grant applicant's sole responsibility to submit a request for review in sufficient time and in sufficient program detail for the Board or the Board Chair to come to a disposition on the merits of the proposal.

ARTICLE VI. USE OF TECHNOLOGY

Technology will be used to insure that the LWDB and the public will have access to internet technology and information needed to support their roles in decision making and to insure public awareness of the workforce and information through internet technology. The Board may use technology to improve board functions such as distributing meeting agenda, attachments, and minutes with electronic mail to improve communication.

ARTICLE VII. STANDING COMMITTEES

Section A. Designation and Composition of Standing Committees

The Fulton County Workforce Development Board may designate and direct the activities of standing committees to provide information and to assist the board in carrying out activities under this section as referenced in WIOA Section 107(b)(4)(A)(ii). In those situations, and in any other applicable requirements, they shall be governed by the same Articles of the Board Bylaws. Any standing committee created by the LWDB shall comply with applicable federal laws and regulations. All of the Board's standing committees and any ad hoc subcommittees shall be established at the discretion of the Board. An ad hoc subcommittee shall cease to function after completing its duties and issuing a report on their findings or recommendations to the Board Chair or membership. All standing committees shall be chaired by a Board member to perform any assignment that is of concern to the Board for a particular end or purpose. Membership on committees or subcommittees must include representatives from outside of the Board who demonstrate experience and expertise in accordance with 20 CFR 679.340(b). Similarly, ad hoc subcommittee members may be composed of full, partial or non-board Board members based upon their function and assignment.

1. Standing Committees:

- (a) Must include other individuals appointed by the Board who are not members of the Board and who the Board determines have appropriate experience and expertise;
- (b) Shall be chaired by a member of the Board selected by the CLEO, in the absence of the Committee Chair, any member of the Committee

may assume the duties of the Chair pro tempore;

- (c) Shall provide information and assist with operational and other issues relating to the One-Stop delivery system, which may include as members representatives of the One-Stop partners;
 - (d) Shall provide information and assist with planning, operational, and other issues relating to the provision of services to youth and 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;
 - (e) May designate other standing committees in addition to the standing committees specified in the Bylaws; and
 - (f) Carry out all other duties as authorized by the Chair of the Board, with regard to activities for youth and individuals with disabilities.
2. The name, address, and telephone number of each member of a committee, or subcommittee together with all papers, committee minutes, information or other data bearing on the subject or question to be considered by the committee shall be maintained by the WBD Coordinator, the Board's support staff, and the committee Chair. Documents or information on committee activities shall be supplied to the Board membership upon request and/or at regularly scheduled Board meetings.
 3. A quorum shall consist of fifty percent (50%) plus one (1) of the appointed committee members for both standing committees and ad hoc subcommittees. In the event that a quorum is not present, committee members present may transact committee business; however, committee items presented to the Board shall state whether the item represents the decision of a majority of the full committee or a consensus of committee members present at the meeting.
 4. Standing committee meetings shall be made accessible to the public. Notice of such meetings, when called, shall be established by posting same in one (1) or more designated public locations or applicable web sites at least three (3) days prior to such meeting. The Board Chair shall appoint members of the committee. A designee appointed by a Board member may attend all committee meetings on behalf of the member. A Board member shall be considered "present" for all purposes of committee attendance and quorum requirements. The Board member may also vest in the designee the function of spokesperson for the member in order to present items germane to the purposes of the committee, and may vote for the member. Matters developed in a committee shall be placed on the agenda for discussion during the next Board meeting.

Standing committees include but are not limited to:

Executive Committee – The Executive Committee will exercise authority and manage the business of the LWDB during intervals between board meetings. The officers serve as members of the Executive Committee, except for the power to amend the policies and the Bylaws.

Finance Committee- Responsible for reviewing and providing guidance for the organization's financial matters. The Committee will regularly review the organization's revenues and expenditures, ensure that organizational funds are spent appropriately and approve the annual budget and submit it to the full Board for approval.

Youth Standing Committee - The Fulton County Workforce Development Board designated the Youth Council to be formally known as the Youth Standing Committee under WIOA Section 107 (b)(4). Members of the Youth Standing Committee who are not members of the Board will be full voting members of the Youth Standing Committee, but non-voting members of the Board. Youth Standing Committee members, who are not full members of the Board, may attend Board meetings. Members shall include community-based organizations (CBOs) with a demonstrated record of success in serving eligible youth and other individuals with appropriate expertise and experience who are not members of the Board and may also include parents, participants and youth. The Committee is to inform and assist the Board in developing and overseeing a comprehensive youth program. They may participate in the applicable deliberations of the Board on the issues related to their Youth Standing Committee functions and make recommendations for providers of youth workforce activities through competitive grants or contracts, however, if the Board determines there is an insufficient number of eligible providers in a local area, the Board may award contracts on a sole-source basis as per the provisions at WIOA sec. 123(b).

Performance and Accountability - Responsible for preparing and updating the Board's Local Action Plan; reviewing the needs of the local labor market; developing strategic plans; reviewing program performance; establishing and benchmarking performance measures for the system; reviewing on-site program contractor monitoring reports; assisting with the review and recommendations on Memorandums of Understanding and Request for Proposals. Responsible for developing and updating "Individual Training Account" (ITA) policies and procedures; and developing and updating training provider certification and monitoring where appropriate. Responsible for providing information and assisting with operational and other issues relating to the one- stop delivery system, which may include as members representatives of the one-stop partners.

Strategic Partnerships and Outreach – Responsible for identifying strategic opportunities for the Board to engage and collaborate with organizations serving job seekers in Fulton County. The Committee will recommend programs and strategies for serving special populations and strategic communities in Fulton, including providing resources and strategies to serve individuals with disabilities, develop and promote outreach messaging to enhance the WorkSource Fulton brand, and incorporate regional initiatives into the

Fulton service delivery model.

Ad Hoc Committee- The Chairperson may appoint or authorize the appointment of such other Committees as may be deemed necessary and appropriate to carry out the purpose of the operation.

ARTICLE VIII. STAFF

The Fulton County Select Fulton Economic Development Department Workforce Development Division will provide staff manpower to assist with planning and implementation and to oversee and administer the day-to-day operations of the Fulton County Workforce System Staff shall ensure executed forms are kept on file and available upon request.

ARTICLE IX: INDEMNIFICATION OF MEMBERS

Section 1. It shall be the policy of the Board to indemnify to the maximum extent permitted by applicable laws any one or more of the members, or appointees against judgments, penalties, settlements and other liabilities incurred by them in connection with any pending threatened or completed action, suit or proceeding, whether civil, criminal, investigative or administrative and against reasonable costs and expenses (including attorneys' fees) in connection with any proceeding, where such liabilities and litigation expenses were incurred incident to the good faith performance of their duties.

Section 2. Use of Corporate Fund. The use of funds of the Board for indemnification or for purchase and maintenance of insurance for the benefit of the persons designated in Section I of this Article shall be deemed a proper expense of the Board.

ARTICLE X: GENERAL PROVISIONS

Section 1. Program Year. The program year of the Fulton County Workforce System shall be the period beginning July 1st of each year and ending June 30th the following year.

Section 2. Amendments. These Bylaws may be amended or repealed and new Bylaws shall be approved by the CLEO and be adopted by the affirmative vote of a majority of the entire Board of Directors at any meeting of the Board provided that:

A. Notice of the meeting shall have been given which states that the purpose or one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and includes a copy or summary of the proposed amendment or states the general nature of the amendment; and

B. All amendments to the Bylaws shall be consistent with the provisions of the WIOA, Code of Federal Regulations Title 20 §679.310(g), and accompanying State regulations. Such notice may be waived as provided in these Bylaws.

THIS IS TO CERTIFY that the above Bylaws of the Fulton County Workforce System were duly amended by the Board of Directors on to be **effective the 16th day of May, 2019.**

FULTON COUNTY WORKFORCE BOARD

CLEO

LWDB Chairperson

LWDB Member

EXHIBIT “A”

DEFINITIONS FOR TRAVEL RELATED EXPENSES

1. External Customers would normally be considered as program participants, employers and/or board members. Professional colleagues would normally be considered individuals outside of the organizations influence but sharing common interests and goals of the organization.
2. Internal Customers are employees, contractors, and sub-grantees.
3. A trainer is neither an internal customer nor an external customer and cannot be used to determine if food is allowable.

B. ALLOWABLE COSTS

1. Meals that can be paid with Employment and Training Agency (ETA) funds and can be a direct charge or charged through an indirect cost allocation plan.
2. Meals while employees are in travel status are allowable per agency travel policy.
3. Meal costs are allowable when the grantee incurs such costs in the process of conducting meetings or conferences with external customers and other professional colleagues outside of the entity’s organization.
4. The cost of a “working lunch” with external customers and other colleagues is only considered “reasonable and necessary” when there is adequate documentation on the necessity of having a meeting during a meal time instead of during normal business hours. Documentation should specify what Employment and Training Agency (ETA)-related subjects were discussed and include a list of participants and dated itemized meal cost receipts.

C. DISALLOWED COSTS

1. Charging costs for meals and refreshments while engaging day-to-day business with employees is disallowed.
2. All meals and refreshments at meetings where the attendees are internal customers only are disallowed. This includes but not limited to coffee, bottled water, networking breakfast, lunch and dinner.
3. All above meal costs must be paid with non-ETA federal funds and cannot be paid through an indirect cost allocation plan.

EXHIBIT "B"

CONFLICT OF INTEREST PROVISION

Name: _____

Public Office or Position: _____

Local Workforce Development Area: _____

Mailing Address: _____

Telephone Number: _____

I hereby affirm and attest that I have read and understand the duties, obligations and restrictions imposed upon me by the Conflict of Interest and Code of Conduct Policy contained at Ga. Comp. R. & Regs. r. 159-2-1-06, and that to date, I have not engaged in any conduct that would constitute a violation of the Conflict of Interest and Code of Conduct Policy. I hereby further affirm and attest that I will adhere to the duties, obligations, and restrictions identified in the Conflict of Interest and Code of Conduct Policy, and that I will not engage in any conduct which violates that policy so long as I hold the Public Office or Position identified above.

This ____ day of _____, 20 ____.

Signature: _____

No Board member, officer, employee, or agent of the Board shall:

- A.** Cast a vote on the provision of any service administered by the Fulton County Workforce System where that member, any member of his or her family, or any organization of which that member or any member of his or her family is an officer, owner, trustee, director, employee, shareholder, partner, consultant, or has any other special interest or relationship that may financially impact the Board member;
- B.** Vote on any matter which would provide direct financial benefit to that Board member; or
- C.** Participate in the award of any grant or contract that is funded through the Fulton County Workforce System where he or she knows that any of the following has a financial interest in the person or organization that will receive or has received the grant or contract: (1) the officer, employee, trustee, director, shareholder, partner, consultant, or other special interest or relationship that may financially impact the Board member; (2) any family member of the officer, employee, trustee, director or agent; (3) any partner of the officer, employee, trustee,

director or agent or (4) any person or organization that employs, or is about to employ, any person described in (1), (2), or (3).

It shall be a breach of ethical standards for any member of the Board to participate directly or indirectly in a procurement when the Board member knows that:

- A. He or she or any individual of his or her immediate family has a financial interest pertaining to the procurement; or
- B. A business or organization in which he or she, or any individual of his or her immediate family, has a financial interest pertaining to the procurement; or
- C. Any other person, business, or organization with whom the Board member or any individual of the Board member's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- D. Where there is a conflict of interest on the part of a Director, such Director shall disclose the material facts as to his or her interest or benefit from the proposed Board action, and, in the event the measure requires approval by the Board, the proposed Board action may then be approved upon the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum. Such interested directors may be counted in determining the presence of a quorum at the meeting at which issue is considered.

Regarding participation, members of the Board shall not vote nor be involved in the discussion of the provision of services by that member (or any organization which that member directly represents) or any matter in which the member is in a position to make or influence a procurement decision in which that member has an economic interest.

Members of the Board who have such a conflict shall identify themselves to the Chairperson of the Board prior to the discussion and vote of such agenda items. The disqualification of Board members from participation in procurement or other decisions shall be recorded in the minutes of the Board's meeting. The Chairperson of the Board shall be responsible for assuring Board members avoid the risk or appearance of conflict of interest.

For purposes of this conflict of interest provision, no "direct financial benefit" shall arise from a Board member's employment, employment by an organization that a Board member represents, or participation in a Board program that is administered by a contractor that is controlled by or related to the Board member or the organization that he or she represents.

No Director, officer, employee, or agent of the Board shall:

- A. Solicit or accept gratuities, favors, or anything of monetary value from contractors, suppliers or potential contractors or suppliers; or
- B. Solicit, accept, or agree to accept any benefits for exercising WIOA authority and performing their duties.

For purposes of this section, immediate family is defined as: parent, grandparents, spouse, sibling or child (including "step" relationships) and in-laws.

FULTON COUNTY WORKFORCE BOARD

CLEO

LWDB Chairperson

LWDB Member