

Jefferson County Commissioners

Kate Dean - Chair

Greg Brotherton

Heidi Eisenhour

Clallam County Commissioners

Randy Johnson - First Vice Chair

Mark Ozias

Bill Peach

Kitsap County Commissioners

Charlotte Garrido - Vice Chair

Robert Gelder

Katie Walters

OWDC Director William Dowling

Program AnalystLuci Bench

OLYMPIC CONSORTIUM BOARD

DATE: Friday, January 20, 2023 TIME: 10:00 a.m. – 12:00 p.m.

LOCATION: Via ZOOM

AGENDA

1. CALL TO ORDER

2. ACTION ITEMS

- a. Approval of January 20, agenda
- b. Approval of October 28, meeting minutes (Att.2b, p.2-4)
- c. Nomination Olympic Consortium Board 2023 Chair
- d. Summary of By-Law Revisions (Att.2d, p.5)
 - i. Approval of Consortium Agreement (Att.2d.i., p.6-15)
 - ii. Approval of OCB By-Laws (Att.2d.ii., p.16-20)
 - iii. Approval of OWDC By-Laws (Att.2d.iii., p.21-26)

3. DISCUSSION ITEMS

- a. OWDC Director Report Out Bill
- b. PY22 State Monitoring Debrief
- c. Success Stories (3c., p. 29-30)

4. UPDATES

- a. Statewide versus Local Primary Indicators Report (Att.4a., p. 31)
- b. PY22 Q2 Performance Reports (Att.4b., p.32)
- c. Calendar (Att.4c., p.33)

5. PUBLIC COMMENT

6. GOOD OF THE ORDER

7. ADJOURN

NEXT MEETING: March 17, 2023, via ZOOM

Meeting Notes OLYMPIC CONSORTIUM BOARD Via Zoom Friday, October 28, 2022

ATTENDEES – Commissioner Randy Johnson, Commissioner Kate Dean, and Commissioner Charlotte Garrido, Deborah Welsh, Jamie Pena, Dr. Tamara Meredith, Ayesha Chandler, Kelley Watson, Colleen McAleer, and Jessica Brasher

Staff: Bill Dowling, Alissa Durkin, Doug Washburn, and Luci Bench

1. CALL TO ORDER Commissioner Dean called to order at 10:03 AM

2. ACTION ITEM

 Agenda amended to have presentations prior to board action items. <u>MOTION</u> to approve as amended. Commissioner Johnson moved to approve as amended. Commissioner Garrido second. Motion carried.

3. PRESENTATIONS

- a. Jamie Pena and Dr. Meredith presented on Digital Equity Navigator Program
- b. Deborah Welsh and Kelley Watson presented on West Sound Stem Network
- c. Jessica Brasher presented on Career Path Services and One-Stop Operator contract.

4. ACTION ITEMS

- a. <u>Approval of meeting minutes from September 23, meeting minutes</u>

 MOTION: Commissioner Johnson moved to approve. Commissioner Garrido second. Motion carried.
- b. Approval of Youth Incentive Policy (5580POL)
 - Requested to change 3.a. The following entertainment costs are NOT allowable...

MOTION: Commissioner Garrido moved to approve as amended. Commissioner Johnson second. Motion carried.

- c. Approval of OWDC Member Appointments
 - Colleen McAleer, Clallam County Economic Development Council
 - Danny Steiger, Lumber Traders
 - Gina Lindal, Department of Social and Health Services
 - Gregory Dronkert, Pacific Mobility Group, Inc.
 - Jeff Randal, Jefferson County PUD

- Jessica Barr, Employment Security Department
- Marilyn Hoppen, Kitsap Bank
- Nicole Brickman, YMCA of Pierce and Kitsap Counties
- Peter Johnson, McKinley Paper Company Washington Mill
- Neil Holm, IBEW

Request for reappointment letters be on OCB letterhead instead of OWDC letterhead.

MOTION: Commissioner Johnson moved to approve on OCB letterhead. Commissioner Garrido second. <u>Motion carried.</u>

d. Approval to appoint new OWDC members

Aaron Level, Olympic Educational Service District 114

MOTION: Commissioner Garrido moved to approve. Commissioner Johnson second. <u>Motion carried</u>.

• Anthony Ives, Kitsap Community Resources

MOTION: Commissioner Garrido moved to approve. Commissioner Johnson second. Motion carried.

Megan Mason-Todd, Skookum

MOTION: Commissioner Johnson moved to approve. Commissioner Garrido second. <u>Motion carried</u>.

5. DISCUSSION ITEMS

a. OWDC Director Report Out

Discussion on Workforce Impact Funding (WIF) and National Dislocated Worker Grants (QUEST), allowing for marketing, advertising, and a focus on business engagement.

Currently have 36 State-Funded Economic Security for All (EcSA) enrollments, and only four months into the year contract.

Suquamish Tribe connections, starting early this year with Strategies for Success courses provided to tribal members. Working on co-enrollment into WIOA Adult and 457 WIOA. November 4th WorkSource Kitsap is hosting a networking Event with Suquamish leaders.

Operationally, Worksource Kitsap and Clallam have seen an increase in job seekers and businesses coming into access services. November 9th Veteran's Job Fair.

6. UPDATES

- a. PY22 Q1 Performance Reports
 - Discussed no questions.
- b. 2022 Calendar

• Shared, no discussion

7. GOOD OF THE ORDER

Commissioner Johnson requested future discussion on construction industry challenges. Commissioner Dean asked about interest in March 25-28th National Association of Workforce Board Conference. Email Bill Dowling if interested.

ADJOURN: Commissioner Dean adjourned the meeting at 11:42 a.m.

NEXT MEETING: Friday January 20, 2023, via ZOOM at Jefferson County Courthouse.



Summary of Revisions

Restated Olympic Consortium Agreement

- > Article IV Part F. Duties
 - Removed duties from the agreement. Per Department of Labor the duties should only be included in the Olympic Consortium By-Laws not within the Consortium Agreement.

Olympic Consortium By-Laws

- > 2.0 Officers, Election, Terms and Duties
 - Revised the list of the Boards duties to itemize duties for Chairperson, Board, and duties performed in partnership with the Olympic Workforce Development Council (OWDC) in accordance with <u>20 CFR 679.310</u> and <u>20 CFR 670.370</u>.

Olympic Workforce Development Council By-Laws

- > 1.0 Functions
 - Revised list of the Councils functions in accordance with 20 CFR 670.370.
 - Added section 1.0.1 "In Partnership with the Olympic Consortium Board" to list functions that are in partnership with the Board in accordance with 20 CFR 670.370.

Chart of Responsibilities

Revised to align with the Olympic Consortium and Olympic Workforce Development Council's By-Laws.

Restated Olympic Consortium Agreement

Pursuant to the

Workforce Innovation and Opportunity Act of 2014

Between

Clallam County, Washington
Jefferson County, Washington
Kitsap County, Washington

<u>December</u>October 2022

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RESTATED CHARTER

RECITALS

WHEREAS, Clallam, Jefferson, and Kitsap Counties (collectively, the "Parties"), established the Olympic Consortium in 1983 pursuant to the Job Training Partnership Act of 1982 (JTPA); and

WHEREAS, Clallam, Jefferson, and Kitsap Counties reaffirmed the Olympic Consortium in May 2000, pursuant to the Workforce Investment Act of 1998 (WIA); and

WHEREAS, the Congress of the United States enacted the Workforce Innovation and Opportunity Act of 2014 (WIOA), replacing WIA effective July 1, 2015; and

WHEREAS, under 29 U.S.C.A. § 3122(c)(B)(i) and 20 C.F.R. § 679.310(e), when a local workforce area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials, and, under chapter 39.34 RCW, any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, the Parties wish to update and restate their May 2015 Consortium Agreement to reflect current program requirements;

NOW, THEREFORE, the Parties reaffirm a WIOA Consortium to be governed by the following articles:

ARTICLE I

NAME - The Parties reaffirm the Olympic Consortium (the "Consortium") as a consortium pursuant to the WIOA.

PURPOSE - The purpose of the Consortium is to:

- A. Affirm the local Workforce Development Council (WDC) for the three-county area;
- B. Appoint members to the local WDC;
- Focus on strategic operational and governing principles for the local areas noted in the
 U.S. Department of Labor's Training and Employment Guidance Letter (TEGL) 19-14;
- D. Oversee, together with the WDC, the area's One-Stop system for the delivery of unified workforce development services; and
- E. Perform all other workforce development-related services delegated to the Consortium by the federal government, the State of Washington, or by the Parties.

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ARTICLE II

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COMPOSITION – The Consortium is composed of the following three counties: Clallam County; Jefferson County; and Kitsap County.

ARTICLE III

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SERVICE AREA – The area and population to be served consists of:

- A. Clallam County
- B. Jefferson County
- C. Kitsap County

The Parties will take all steps necessary to ensure that the three-county area is designated a Workforce Development Area pursuant to WIOA.

ARTICLE IV

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<u>CONSORTIUM BOARD</u> – The Consortium Board (the "Board") constitutes the governing body of the Consortium. The Board will exercise all powers, functions, and responsibilities necessary or appropriate to govern the Consortium. The Board may establish rules and procedures (including bylaws) as it deems necessary or appropriate.

- A. <u>Membership</u> The Board is composed of three elected Commissioners from each of the three counties, for a total of nine members.
- B. <u>Voting</u> Each member of the Board has one vote. All decisions of the Board will be made by no less than a majority vote of a quorum at a meeting where a quorum is present.
- C. <u>Quorum</u> A quorum consists of a total of no less than three of the nine members, provided that at least one member from each county is present. Any business affecting a member's county must be approved by the board of commissioners of the county affected.
- D. <u>Chair, Vice Chair, and Second Vice Chair</u> The Board will elect a Chair, a Vice Chair, and a Second Vice Chair by a majority vote, at a meeting where a quorum is present, for a term of service not to exceed one year. Officers of the Board will consist of one elected member from each county, and officers will rotate annually through ascension.
- E. <u>Meetings</u> The Board will meet at such times and places as may be designated by the Chair. In the absence of the Chair, the Vice Chair will preside over meetings. In the absence of the Chair and Vice Chair, the Second Vice Chair will preside over meetings. In the absence of the Chair, Vice Chair, and Second Vice Chair, a Chair pro-tempore will be elected by a majority of the members present to preside for that meeting only.

F. <u>WDC Agreement</u> – The Board will enter into an agreement with the WDC establishing respective roles of the Board and the WDC.

ARTICLE V

- A. <u>WDC Appointments</u> The members of the WDC will be appointed to fixed and staggered terms by the Board, utilizing nomination and appointment procedures established by the WIOA, the State of Washington, and by the Board.
- B. Consensus and Voting on Appointments The business representatives on the WDC shall be recommended for appointment by the Board member in whose county the business member is employed. Non-business representatives on the WDC may be recommended by any Board member. Taken as a whole, WDC membership must reasonably reflect the respective populations of the three counties. The Board will reach consensus on each WDC appointment. If consensus cannot be reached on a given nominee, an alternative nominee will be considered. If the Board cannot reach consensus on the appointment of the alternative nominee for a given position, the Board will vote to determine the appointment.
- C. <u>Resignation</u> Any WDC member may resign by submitting written notice to the WDC Chair, and to the Board. Members must offer their resignations when they retire or otherwise leave a position of optimum policy-making authority in the sector they were appointed to represent.
- D. <u>Removal</u> The WDC may request the Board to remove a WDC member, with or without cause, by a majority vote, provided that at least 15 calendar days' notice of the proposed action has been provided to the member, the WDC, and to the Board. Unexcused absences from three consecutively scheduled WDC meetings may be deemed good cause for removing a member from the WDC.

ARTICLE VI

GRANT RECIPIENT – Kitsap County is the grant recipient for the Consortium and the WDC. As such, Kitsap County will:

- A. Exercise those duties and responsibilities as grant recipient as set forth in federal and state law or as established by the Board; and
- B. Comply with WIOA in respect to property management and procurement; and
- C. Ensure all conditions of grant approval are met, including, but not limited to, compliance with applicable laws, monitoring and reporting requirements, and management of subgrants and contracts.

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ADMINISTRATIVE EXECUTIVE DIRECTOR AND STAFF — <u>Kitsap County is the designated entity for employment of administrative executive director and staff that service the Board and WDC.</u>

- **A.** <u>Hiring</u> Although the administrative executive director assigned to the Board and the WDC will remain an employee of Kitsap County, the WDC in collaboration with the Board shall have authority in the selection and performance review of the administrative executive director.
- B. <u>Responsibilities</u> The administrative executive director and staff are responsible for developing procedures for program planning, fiscal management, evaluating program performance, initiating necessary corrective action for subgrantees and subcontractors, determining whether there is need to reallocate resources, and modifying grants. The administrative executive director and staff will perform their duties consistent with goals and policies developed by the Board and the WDC.
- C. <u>Conflict of Interest</u> The administrative executive director and staff must avoid conflicts of interest by not being the service provider and following the conflict-of-interest policies on all issues where any potential conflict could arise. There is no evident conflict of interest between these two roles.

ARTICLE VII

<u>ALLOCATION OF FUNDS</u> – All funds granted to the Consortium must be allocated and expended among the Parties for programs and services for which they are intended according to state and federal formula, approved plans, grants, and all pertinent laws and regulations.

ARTICLE VIII

<u>LIABILITY</u> – The Parties agree that any liability accruing under WIOA, or related grant agreements, overseen by the Board, will be addressed as follows:

- A. WIOA and other programs overseen and administered by the Consortium will observe the highest standards of grant administration and accounting in order to minimize disallowed costs:
- B. Waivers or offset against future grant revenues will considered in lieu of any cash prepayment of disallowed costs; and
- C. As a last resort, cash liabilities which cannot be discharged in any other manner will be borne by the Parties. Payments will be made by the Parties in proportion to the allocation of all WIOA funds in each of the three counties in the year in which the event causing cash liability occurred.

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ARTICLE IX

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HOLD HARMLESS AND INSURANCE REQUIREMENTS

- A. Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Parties harmless from any such liability.
- B. In the case of negligence of more than one Party, damages allowed will be levied in proportion to the percentage of negligence attributable to each Party. Each Party agrees to maintain CGL insurance or coverage by the Washington Counties Risk Pool of at least \$2,000,00 per occurrence.

ARTICLE X

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DURATION, AMENDMENT, WITHDRAWAL, AND TERMINATION OF AGREEMENT

- A. This agreement will take effect upon the date of its execution and will remain in effect indefinitely, unless terminated by the Parties.
- B. This agreement may be amended from time to time upon the affirmative vote of not less than a majority of members present, provided there must be a minimum of two Board members from each county present at a meeting duly called pursuant hereto.
- C. Any Party hereto has the right to withdraw from the Consortium effective July 1 of any year, provided that the remaining members of the Consortium have been given written notification of that Party's intent to withdraw by December 15 of the preceding year.

ARTICLE XI

NO SEPARATE LEGAL ENTITY CREATED - This agreement does not create a separate legal entity.

PROPERTY ACQUISITION AND DISPOSITION – Any real or personal property acquired in connection with this agreement will be held on behalf of the Consortium by Kitsap County in its capacity as fiscal agent. Upon partial or complete termination of this agreement, any such property will be disposed of in accordance with federal, state, and local law.

ARTICLE XII

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<u>CERTIFICATION OF AUTHORITY</u> – The Parties, by signatures, certify that they possess full legal authority to enter into this agreement.

[SIGNATURE PAGES FOLLOW]

Legal Counsel Adan L. Miles Senior DRA 2022-12-14



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BOARD OF COUNTY COMMISSIONERS-KITSAP COUNTY, WASHINGTON

ATTEST:
CHARLOTTE GARRIDO, Commissioner
aniels, Clerk of the Board

ROBERT GELDER, Commissioner

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Approved as to Form	BOARD OF COUNTY COMMISSIONER
	CLALLAM COUNTY, WASHINGTON
<u>Ol</u> Legal s	RANDY JOHNSO N Commissioner
	BILL PEACH, Commissioner

Approved as to Form

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

November 16, 2022

Date

Philip C. Hunsucker, Da Chief Civil Deputy Prosecuting Attorney

Muc

EXCUSED Absence
KATE DEAN, Commissioner

GREG BOTHERTON, Commissioner

Date: 11/21/22



OLYMPIC CONSORTIUM BOARD BY-LAWS

Established Date: May 2015

Last Modified Date: December 2022

PURPOSE: To establish the vision, workforce development policies and direction necessary to affect the intent of the Olympic Consortium Agreement entered among Clallam, Jefferson, and Kitsap Counties ("Consortium"), in accordance with Section 107 of Workforce Innovation and Opportunity Act (WIOA) of 2014 and workforce development policies and evaluation.

1.0 ESTABLISHMENT: The Consortium is established by Agreement, as amended from time to time, dated May 2015 ("the Agreement").

2.0 OFFICERS, ELECTION, TERMS AND DUTIES:

- 2.01 The officers of the Consortium Board include a Chair, Vice-Chair, and a Second Vice-Chair who are elected by the Board at a meeting during each calendar year. The Chair, Vice-Chair and Second Vice-Chair shall be from different member agencies.
- 2.02 The Chair, Vice-Chair and Second Vice-Chair serve a one-year term and shall rotate annually through ascension.
- 2.03 In the event there is a vacancy in the office of the Chair, the Vice-Chair succeeds to the office of Chair for the unexpired portion of the term, and the Second Vice-Chair shall succeed to the office of the Vice-Chair for the unexpired portion of the term. The Board shall elect a Second Vice-Chair at the next regular meeting for the unexpired portion of the term.
- 2.04 In the event there is a vacancy in the office of Vice-Chair, the Second Vice-Chair shall succeed to the office of the Vice-Chair for the unexpired portion of the term and the Board shall elect a new Second Vice-Chair at the next regular meeting.
- 2.05 Duties of the Chair:
 - 2.05.1 Preside at the meetings of the Board
 - 2.05.2 Create, appoint, and discharge Board committees unless otherwise provided in these By-Laws
 - 2.05.3 Call for vote on all motions properly presented and seconded
 - 2.05.4 Enforce procedural rules of the Board during meetings
 - 2.05.5 Participate in deliberations of the Board
 - 2.05.6 Vote in all matter before the Board

- 2.05.7 Ensure the functions of the Board are carried out to the best of his or her abilities
- 2.05.8 Make reports as necessary to the Board
- 2.05.9 Execute on behalf of the Board any documents and papers duly authorized by the Board that may require signature
- 2.05.10 Increase collaboration with OWDC
- 2.06 The Vice-Chair performs the duties of the Chair in the absence of the Chair.
- 2.07 The Second Vice-Chair performs the duties of the Chair and the Vice-Chair in their absence.
- 2.08___Duties of the Olympic Consortium Board (OCB):
 - 2.08.1 Identify the Chairperson of the OCB
 - 2.08.2 Establish by-laws consistent with state policy for local workforce development council outlined in WIOA Section 107(d) and 20 CFR 679.10
 - 2.08.3 Approve the WIOA Budget
 - 2.08.4 Provide feedback to State Workforce Board on developing policies for certifying One-Stop centers
- 2.09 In Partnership with the Olympic Workforce Development Council
 - 2.09.1 Develop and maintain the 4-year Local Plan
 - 2.09.2 Conduct program oversight
 - 2.09.3 Reach agreement on local performance indicators
 - 2.09.4 Negotiate methods for funding the infrastructure costs of the One-Stop centers in the local area

3.0 MEETINGS, QUORUM, VOTING:

- 3.01 The Consortium Board shall meet as necessary, but at least 4 times per calendar year, to fulfill its purpose and function, to discuss issues of mutual interest, and act on items as necessary or appropriate. The meeting schedule for the upcoming year shall be adopted at the last meeting of the year by resolution and made available to the public.
- 3.02 Meetings of the Consortium Board shall conform to the Open Public Meetings Act,

- Chapter 42.30 RCW.
- 3.03 On items that are deliberative in nature, the Consortium Board strives for consensus. Procedures in the current edition of Robert's Rules of Order-The Modern Edition are adopted by the Consortium Board for its regular and special meetings unless they are inconsistent with these By-laws or any special rules of order the Consortium Board has adopted.
- 3.04 A quorum of the Consortium Board is one (1) vote per county i.e. a total of not less than three (3) of nine (9) members, provided that there is at least one (1) member present from each County. A quorum shall be required for passage of any item placed before the board for action.
- 3.05 When a quorum is not present: The Chairperson may call for a special meeting as in accordance with RCW 42.30.080.
- 3.06 Unless otherwise specified, actions by the Consortium Board are affirmed by a simple majority vote. A majority vote is more than one-half (1/2) of those present and voting.
- 3.07 Any business affecting a member county must be approved by the board of commissioners of the affected county.
- 3.08 Special Meetings may be called at any time as in accordance with RCW 42.30.080.
- 3.09 Any or all members may participate telephonically. The place selected for the meeting must be equipped with a speakerphone with conference call capability. Members participating telephonically must identify themselves while voting telephonically and as needed during discussion. All members in attendance, as well as the public, must be able to hear and communicate with the member participating telephonically.

4.0 COMMITTEES:

4.01 The Chair may appoint, or the Consortium Board may request that the Chair appoint committees as needed to advise or assist the Consortium Board in fulfilling its functions. Committee composition should include, as appropriate, representatives of each member county.

5.0 WORKFORCE DEVELOPMENT COUNCIL APPOINTMENTS.

- 5.01 Consortium Board shall be responsible for establishing a local Workforce Development Council and for appointing representatives to the Workforce Development Council.
- 5.02 Representatives to the Workforce Development Council shall be appointed to terms as determined by the Consortium Board. The terms shall be staggered, and

the nomination and appointment procedures shall comply with standards established under the Workforce Innovation and Opportunity Act, the State of Washington, and/or the Consortium Board. The Chair, or alternate, of the Workforce Development Council are invited to attend all meetings of the Consortium Board. The Chair of the Workforce Development Council or alternate shall be non- voting members.

- 5.03 In making appointments to the Workforce Development Council, the Consortium Board shall strive to reach consensus for each Workforce Development Council appointment. If the Board does not reach consensus on a nominee to the Workforce Development Council, it shall consider a second nominee. If consensus cannot be reached on the second nominee, the appointment shall be by majority vote of the Board.
- 5.04 Representation on the Workforce Development Council shall reasonably reflect the respective population of the individual counties.
- 5.05 A Workforce Development Council member may resign by submitting a resignation letter to the Workforce Development Council Chair or the Consortium Board. A Workforce Development Council member shall resign if he or she leaves the position of optimum policy-making authority in the sector in which they were appointed to represent.
- 5.06 The Consortium Board may remove a Workforce Development Council member, on its own accord or at the request of the Workforce Development Council, with or without case, by majority vote. Notice to the member being considered for removal shall be provided at least fifteen (15) days prior to the vote on the removal.
- 5.07 A Workforce Development Council member may be removed, pursuant to subsection 7.5 above, for three (3) consecutive unexcused absences from scheduled Workforce Development Council meetings.
- 6.0 ADMINISTRATIVE STAFF. Kitsap County shall be the designated entity for employment of administrative staff (including executive director) that serves the Board and Council. The administrative staff shall be responsible for developing procedures for program planning, fiscal management, evaluating program performance, initiating necessary corrective action for subgrantees and subcontractors, determining whether there is a need to reallocate resources, and modifying grants. There is no evident conflict of interest between these two roles.
 - 6.01 The administrative staff shall perform its duties consistent with the goals and policies developed by the Consortium Board and the Workforce Development Council.
 - 6.02 Although the administrative staff assigned to the Consortium Board and the

Workforce Development Council shall remain employees of Kitsap County, the Workforce Development Council in collaboration with the Consortium Board shall have authority in the selection and performance review of the assigned administrative executive director.

- **7.0 GRANT RECIPIENT.** Kitsap County shall be the designated grant recipient for the Olympic Consortium and the Workforce Development Council. As such, Kitsap County shall:
 - 7.01 Exercise those duties and responsibilities as grant recipient as set forth in federal, state law, or by the Consortium Board.
 - 7.02 Comply with the Workforce Innovation and Opportunity Act with respect to property management and procurement.
 - 7.03 Ensure that all conditions of grant approval are met, including but not limited to, compliance with applicable laws, monitoring and reporting requirements, and management of subgrants and contracts.
- 8.0 AMENDMENTS: These By-laws may be amended at a meeting of the Consortium Board by a two-thirds (2/3) majority vote of those present and voting, provided that a copy of the proposed amendment has been sent to each Consortium Board representative at least thirty (30) business days prior to the meeting at which the vote to amend is scheduled. Voting must be in conformance with Section 5 herein.



OLYMPIC WORKFORCE DEVELOPMENT COUNCIL BY-LAWS

The name of the organization shall be Olympic Workforce Development Council and shall serve as the workforce development board for Clallam, Jefferson, and Kitsap Counties, hence fore referred to as the Council.

The purpose of the Council will be to set workforce investment system policy and exercise oversight for the Olympic Workforce Development Area in accordance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (WIOA)

1.0 FUNCTIONS

The Councils' functions shall be in-a accordance with WIOA Sections 107(d) and 108 and summarized as follows:

- Elect Chairperson and Vice Chairperson
- Create standing committees and/or workgroups and appoint members
- Direct the activities of the standing committees and/or workgroupss
- •
- Conduct workforce research and regional labor market analysis to assist in the development and implementation of the local plan
- Convene workforce development system stakeholders in the development of the local plan and identify resources to leverage support for workforce development
- Conduct workforce research and regional labor market analysis to assist in the development and implementation of the local plan
- Convene workforce development system stakeholders in the development of the local plan and identify resources to leverage support for workforce development
- Lead employer engagement efforts
- •
- Collaborate with education representatives to develop and implement career pathways
- •
- Determine occupations in-demand for our region
- Establish local policies and procedures
- Identify and promote proven and promising practices
- Develop and implement strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers
- Lead negotiator on performance indicators at the local level with state
- Select and monitor one-stop operators and service providers

- Ensure adequate availability of career and training services, maximizing consumer choice
- Coordinate workforce activities with education and training providers
- Develop, implement, and monitor WIOA budget
- Assess and enact accessibility for individuals with disabilities
- Certify one-stop centers in accordance with 20 CFR 678.800

1.0.1.1 In Partnership with Olympic Consortium Board

1.0.21.0.1 In partnership with the Olympic Consortium Board

- Develop and maintain the 4-year Local Plan
- Conduct program oversight
- Reach agreement on local performance indicators
- Negotiate methods for funding the infrastructure costs of the One-Stop centers in the local area

2.0 DESIGNATION

MEMBERSHIP

The Council shall be comprised of no fewer than twenty-one (21) and not greater than 41 members. Taken as a whole, council membership shall reasonably reflect the respective populations of the (3) counties.

- 2.01 <u>Appointment:</u> Each member shall be appointed pursuant to the nomination and appointment process established under WIOA, and the OCB By-laws.
- 2.02 <u>Alternates:</u> Each member may have two alternates.
- 2.03 <u>Resignation:</u> Any member may resign by submitting written notice to the Council Chairperson or the OCB Chairperson. Members shall offer their resignations when they retire or otherwise leave a position of optimum policy-making authority in the sector they were appointed to represent.
- 2.04 Removal: The OCB may remove a council member on its own accord; or the Council Chairperson, on behalf of the entire Council may request the OCB remove a council member by a majority vote, provided that fifteen (15) calendar days' notice of the pending action has been provided to the member, the entire council, and to the OCB. An unexcused absence from

three (3) consecutively scheduled council meetings may be deemed as being good cause for removing a member.

3.0 OFFICERS

- 3.01 <u>Chairperson:</u> The Chairperson shall be elected by the Council and shall be a representative of the business community.
 - 3.01.1 The Chairperson shall serve as principal officer for the Council with authority to lead meetings, call special meetings and set agenda priorities.
- 3.02 <u>Vice Chairperson</u>: The Vice Chairperson shall be elected by the Council and shall assume the responsibility and authority of the Chairperson in his/her absence.
- 3.03 <u>Chairperson Pro temporal</u>: In the absence of the Chairperson and Vice Chairperson, a Chairperson Pro temporal shall be elected by most of the members present to preside for that meeting only.

4.0 ELECTIONS

- 4.01 <u>Elections:</u> The Chairperson and Vice Chairperson shall be elected by a majority vote for a two (2) year term beginning on January 1 and ending on December 31 of the second year. The Chairperson and Vice Chairperson can serve for two or more consecutive two-year terms.
- 4.02 <u>Process:</u> The Chairperson shall appoint a three-member Nominating Committee. Elections shall be held at the first regular meeting of the fourth (4th) calendar quarter, from a list of candidates presented by the Nominating Committee and nominations from the floor. Nominees must be active members who have consented to serve.
- 4.03 All elections shall be by secret ballot unless dispensed with by a majority vote of the members present.
 - 4.03.1 Any Council member may audit the ballot.
- 4.04 <u>Nominating Committee</u>: Shall consist of three (3) WDC members appointed by the WDC Chairperson. The WDC Chairperson shall designate the committee Chairperson.
- 4.05 Removal: The Chairperson and/or Vice Chairperson may be removed from office by a two-thirds (2/3) majority vote of the Council provided

that seven (7) days' notice of the pending action has been provided to the Council.

5.0 REPRESENTATION

A member may speak for the Council only when he/she represents positions officially adopted by the body.

6.0 COMPENSATION

Members of the Council shall serve without compensation. Reimbursement for expenses incurred while conducting official Council business shall be provided for in accordance with an agreement between the Council and the OCB.

7.0 MEETINGS

- 7.01 Regular Meetings: The Council shall meet bi-monthly, or at the call of the Chairperson with a minimum notice of one week provided to members and shall be open to the public.
- 7.02 Special Meetings: Special Meetings of the Council may be called by or at the written request of the Chairperson. Reasonable notice shall be given of such meetings, reflecting the urgency of the matter. The length of time of a special meeting shall vary dependent on the topic.
- 7.03 <u>Minutes:</u> Minutes of all meetings shall be promptly recorded and posted to the Olympic Workforce Development Council webpage at least five (5) days prior to the next scheduled meeting.
- 7.04 <u>Attendance:</u> Records of attendance, reports and the names of motion makers will be included in the minutes.

8.0 QUORUM

A quorum shall consist of a total of not less than one-third of the seated membership or alternates, in person, or via telephone.

9.0 VOTING

Voting shall be restricted to Council members or their alternates, and each Council member shall have one (1) vote. The Chairperson shall vote when a tie result. Exception: The Chairperson may vote in elections. All decisions of the Council shall be made by no less than a majority vote of a quorum at a meeting where a quorum is present.

- 9.01 <u>Balloting:</u> Voting shall be conducted by voice. The Chairperson may call for a hand count as needed.
- 9.02 <u>Conflict of Interest</u>: No member shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: 1) the individual, 2) any member of the individual's immediate family, 3) the individual's partner, or 4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for award.

No member shall cast a vote on, nor participate in, any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member. If a matter arises which places a member in a conflict-of-interest situation or a potential conflict of interest situation, that member will notify the Chairperson and abstain from voting.

9.03 When a quorum is not present: If the meeting is a regular meeting, consistent with Section 7.01, and a quorum is not present, the attending council members may meet, and voting shall take place electronically. When issues are decided by electronic vote, a ballot is sent to the voting members stating exactly what is to be voted on and a clearly designated place for the member to mark a vote.

10.0 WORKFORCE DEVELOPMENT COUNCIL COMMITTEES

10.01 Committees

- 10.01.1 Executive Committee: It shall consist of the current and immediate past Chairperson and current Vice Chairperson, and four (4) to six (6) members elected by the Council. The term shall be consistent with 4.01. If a member leaves the Committee, the Chair may appoint a replacement member to fulfill the term of the exiting member. Most of the Executive Committee members shall be from the business community.
- 10.01.2 Ad Hoc or Standing Committees, and/or Workgroups: The Council Chairperson, or Council by majority vote, may establish ad hoc or standing committees, and/or Workgroups, as deemed necessary. Committee members may include non-Council members who have special knowledge to be of assistance to the Council;

however, the Chairperson of a committee shall be an appointed Council member.

11.0 WORKFORCE DEVELOPMENT COUNCIL EXECUTIVE DIRECTOR & STAFF

Kitsap County shall be the designated entity for employment of administrative executive director and staff that serves the Council and the OCB. The administrative executive director and staff shall be responsible for carrying out the required functions described in this policy. There is no evident conflict of interest between these two roles.

- 11.01 The administrative executive director and staff shall perform its duties consistent with the goals and policies developed by the Council and the OCB.
- 11.02 Although the administrative executive director assigned to the OCB and Council shall remain an employee of Kitsap County; the Council in collaboration with the OCB shall have authority in the selection and performance review of the assigned administrative executive director.

12.0 AMENDMENT OF BY-LAWS

These By-laws may be amended by a two-thirds (2/3) majority vote of the members present at any regular or special meeting insofar as such amendments do not conflict with pertinent laws, regulations, ordinances, or resolutions of the County, State, or federal governments. Proposed amendments to be in the hands of members at least fifteen (15) days prior to the meeting at which the amendment is to be voted on.

13.0 PARLIAMENTARY AUTHORITY

When not inconsistent with the provisions in these By-laws, Robert's Rules of Order, Newly Revised, shall govern all meetings of the Workforce Development Council.

Adopted by the Olympic Workforce Development Council January 12, 2023,
Marilyn Hoppen
Olympic Workforce Development Council, Chairperson

Last Modified: December September 2022

Chart of Responsibilities

Olympic Consortium Board (OCB)	OCB Chairperson	In Partnership OCB/OWDC	Olympic Workforce Development Council (OWDC)
Identify the Chairperson of the OCB	Preside meetings of the Board	Develop and maintain the 4-year Local Plan	Elect Chairperson and Vice Chairperson
Establish by-laws consistent with state policy for local workforce development council outline in WIOA Section (d) and 20 CFR 679.10	Call for vote on all motions properly presented and seconded	Conduct program oversight	Create standing committees and/or workgroups and appoint members
Approve the WIOA Budget	Enforce the procedural rules of the Board during meetings	Reach agreement on local performance indicators.	Lead negotiator on performance indicators at local level with state.
Provide feedback to State Workforce Board on developing policies for certifying One-Stop centers.	Create, appoint, and discharge Board committees unless otherwise provided in OCB by-laws	Negotiate methods for funding the infrastructure costs of the One-Stop centers in the local area.	Direct the activities of the standing committees and/or workgroups
	Participate in deliberations of the Board	Discuss selection and performance review of assigned administrative executive director	Authority to the selection and performance review of assigned administrative executive director
	Vote in all matters before the Board		Determine occupations in-demand for our region
	Ensure the functions of the Board are carried out to the best of his or her abilities		Establish local policies and procedures
	Execute on behalf of the Board any documents and papers duly authorized by the Board that may require signature		Conduct workforce research and regional labor market analysis to assist in the development and implementation of the local plan.

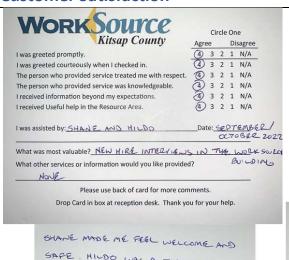
Olympic Consortium Board (OCB)	OCB Chairperson	In Partnership OCB/OWDC	Olympic Workforce Development Council (OWDC)
	Increase collaboration with OWDC		Convene workforce development system stakeholders in the development of the local plan and identify resources to leverage support for workforce development.
			Lead employer engagement efforts
			Collaborate with education representatives to develop and implement career pathways.
			Identify and promote proven and promising practices.
			Develop and implement strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
			Select and monitor One-Stop operators and service providers.
			Ensure adequate availability of career and training services, maximizing consumer choice.
			Develop, implement, and oversee WIOA Budget
			Create policy and process for certifying One-Stop Centers in accordance with 20 C.F.R. § 678.800.

Success Stories

Better Fit Position After Mock Interviews and Encouragement - Was wanting to transition to a better work environment/within areas of passion to assist individuals with mental health counseling or a related field. Had difficulty with self-confidence due to a difficult situation/environment at last employment. The customer reached out after 3 months of starting to let me know how much she appreciated our mock interview services and that she is still successfully employed in her area of choice.

Customer Progressed from Unemployed, To Temp Employment, Then to Full-Time Permanent State **Employment with DSHS** - Customer came in and was very distraught, in tears, needing employment. Confidence level was pretty low. Staff Labor Exchange Staff assisted with WorkSourcewa.com from the front area, completed Integrated Service Delivery process, and had first meeting one on one. Customer attended a resume workshop in person, then appointment to assist with building resume. Customer said during the resume workshop that it was like a nightmare going back to English class, joked quite a bit, said that she wished her English school teacher would have told her that essay writing was going to actually help her later in life. Due to her anxiety around this we defined that she might need some support one on one while building her resume. We identified that she might want to go to a job fair that we were having. We went through what employers would be there and what opportunities that they had available. She identified a few out of the 20 employers that she wanted to target, based on her skills. We talked about the types of resumes that she would need. She got picked up quickly from a temp agency and was in a good fit position in an office, she said that if she didn't find permanent employment, that the company was talking about buying out the contract from the temp agency. She was making \$17.per hour and was enjoying the work. She was at this position for a few weeks when she got a call from DSHS and was offered another position @ \$20.78 per hour. She is super excited to start that position. She stated that she couldn't have done this without the assistance of WorkSource. She will start on 12/15. They are excited to have her on board as she is fluent in sign language and will be able to communicate effectively with deaf customers, as well as teach staff and other customers to communicate with ASL. She feels like this is a best fit position. Her first appointment was on 11/8.

Customer Satisfaction



SHANE MADE ME FEEL WELCOME AND

SAFE. HILDO WAS A TECHNICAL

EXPERT WHO HELPED ME WITH

DIFFICULT LOBISTICS (UNEMPLOYMENT)

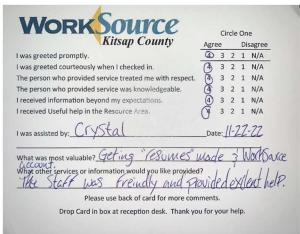
ALL THE WHILE TREATING ME

WITH KINDNESS AND UNDERSTANDM

NOW I WORK FOR SAFEWAY!

SHANE AND HILDO ARE BOTH

VALUABLE MEMBERS OF HUMANITY.



WWOPEN OUNTE
I was greeted promptly I was greeted courteously when I checked in The person who provided service treated me with respect The person who provided service was knowledgeable I received information beyond my expectations I received useful help in the resource area Color Color Color
I was assisted by: Jon Ferguson Date: 12/30/2022 What was the most valuable? Extremely knowledgeable, took extra time to provide quidance
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Statewide Primary Indicators vs. Olympic Workforce Development Region Primary Indicators

	Adult											
WDA	Actual Emp After 2nd Qtr		Achieved Emp After 2nd Qtr		Target After 4th Qtr	Achieved Emp 4th Qtr	Credential Attainment	Target Credential Attainment			Target Median Earnings 2nd Qtr	Median Earnings 2nd Qtr Achieved
Olympic	62.90%	63.30%	99.37%	54.40%	63.60%	85.53%	65.10%	66.40%	98.04%	\$8,310	\$7,506	110.71%
Statewide	62.20%	66.60%	93.39%	57.40%	66.80%	85.92%	71.20%	66.40%	107.23%	\$8,508	\$8,212	103.60%

	Dislocated Worker											
WDA	Actual Emp After 2nd Qtr	Target Emp After 2nd Qtr	Emp Achieved 2nd Qtr	•	0 - 1	Emp Achieved 4th Qtr	Credential Attainment	Target Credential Attainment	Credentials Achieved	Median Earnings 2nd Qtr	Target Median Earn 2nd Qtr	Median Earnings Achieved
Olympic	58.70%	64.50%	91.01%	56.70%	65.90%	86.04%	66.10%	67.20%	98.36%	\$9,032	\$7,787	115.99%
Statewide	64.70%	72.20%	89.61%	61.90%	72.80%	85.03%	75.40%	71.30	105.75%	\$10,423	\$9,579	108.81%

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WDA	Actual Emp 2nd Qrt	Target Emp 2nd Qrt	Achieved Emp 2nd Qtr	Actual Emp 4th Qrt	Target Emp 4th Qrt	AchievedEmp 4th Qtr	Actual Credential Earned	Target Credential Earned	Achieved Credential Earned
Olympic	61.70%	54.10%	114.05%	59.10%	52.00%	113.65%	59.40%	66.30%	89.59%
Statewide	57.60%	60.70%	94.89%	57.90%	60.00%	96.50%	43.40%	66.30%	65.46%

Vouth

	Wagner - Peyser												
WDA	Actual Emp After 2nd Qrt	Target Emp After 2nd Qrt	Achieved Emp After 2nd Qtr	Actual Emp After 4th Qrt	Target Emp After 4th Qrt	Achieved Emp After 4th Qtr	Median Earnings 2nd Qtr After Exit	Target Median Earnings 2nd Qrt	Achieved Median Earnings 2nd Qrt				
Olympic	63.70%	68.00%	93.68%	62.00%	67.00%	92.54%	\$6,460	\$6,900	93.62%				
Statewide	66.80%	68.00%	98.24%	65.30%	67.00%	97.46%	\$7,327	\$6,900	106.19%				

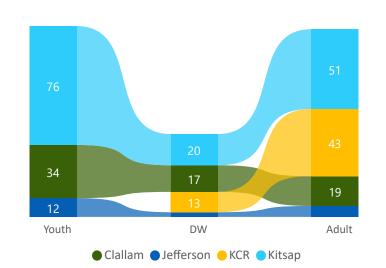
Data (PY21 Q3) retrieved from ESD Labor Market Info., WIOA Quarter Performance Reports (QPR's). 01/09/2023

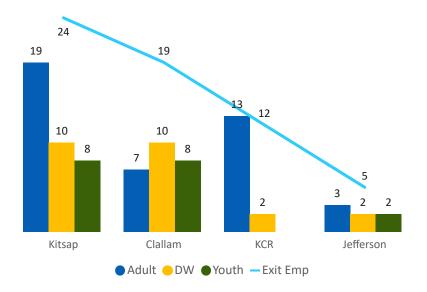
01/03/2023 Last Refresh Date

WIOA Formula Performance Report

Office	Program	Current	Enroll ments	Enroll Targets	Enroll %age	Exits	Exit to Employ	Exit Employ Targets	Exit Employ %age	Self Emp	Self Emp Targets
Clallam	Adult	12	19	15	126.67%	7	7	6	116.67%		1
Jefferson	Adult	4	7	12	\$ 58.33%	3	1	8	12.50%	1	1
KCR	Adult	30	43	46	93.48%	13	11	16	68.75 %		2
Kitsap	Adult	32	51	45	113.33%	19	12	12	100.00%		1
Clallam	DW	7	17	19	89.47%	10	5	5	100.00%	2	1
Jefferson	DW	1	3	9	33.33%	2	2	6	33.33%		0
KCR	DW	11	13	12	108.33%	2	1	5	2 0.00%		2
Kitsap	DW	10	20	32	62.50%	10	5	16	31.25 %	1	1
Clallam	Youth	26	34	32	106.25%	8	7	3	233.33%		
Jefferson	Youth	10	12	13	92.31%	2	2	1	200.00%		
Kitsap	Youth	68	76	73	0 104.11%	8	7	2	350.00%		
Total		211	295	308	95.78%	84	60	80	75.00%	4	9

Enrollments Exits





^{*}Update with program expenditures will be made available for review in May 2022..

OCB Meeting (3rd Fridays)
OWDC Meeting (2nd Thursday)
OCB - OWDC Combined Meeting (May & Nov)
Exec OWDC Meeting (2nd Tuesdays)

10 a.m. to 12 p.m. 10 a.m. to 12 p.m. 9 a.m. to 12 p.m. 10 a.m. to 12 p.m.

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