

WORKFORCE CONNECTIONS
LOCAL ELECTED OFFICIALS CONSORTIUM
AGENDA

Tuesday, September 8, 2015
1:00 p.m.

Rosalie Boulware Bronze & Silver Conference Rooms
6330 W. Charleston Blvd., Suite 150
Las Vegas, Nevada 89146

Voice Stream Link: <http://www.nvworkforceconnections.org/mis/listen.php>

This agenda has been properly noticed and posted in the following locations:
City of Las Vegas, 495 S. Main St., Las Vegas, NV
City of North Las Vegas, 2250 N. Las Vegas Blvd., North Las Vegas, NV
Clark County Clerk's Office, 500 S. Grand Central Pkwy., Las Vegas, NV
Esmeralda County Courthouse, 233 Crook Street, Goldfield, NV
Henderson City Hall, 240 Water St., Henderson, NV
Boulder City (City Hall) 401 California Ave., Boulder City, NV
Workforce Connections, 6330 W. Charleston Blvd., Ste. 150, Las Vegas, NV
Nevada JobConnect, 3405 S. Maryland Pkwy., Las Vegas, NV
Lincoln County Courthouse, 181 Main St., Pioche, NV
Nye County School District, 484 S. West St., Pahrump, NV
Pahrump Chamber of Commerce, 1302 S. Highway 160, Pahrump, NV

This Agenda is also available at www.nvworkforceconnections.org

COMMENTARY BY THE GENERAL PUBLIC

The Local Elected Officials Consortium complies with Nevada's Open Meeting Law, by taking Public Comment at the beginning of the meeting prior to the Consortium approving the Agenda and before any other action is taken, and again before the adjournment of the meeting.

As required by Nevada's Open Meeting Law, the Board may only consider items posted on the agenda. Should you wish to speak on any agenda item or comment on any other matter during the Public Comment Session of the agenda; we respectfully request that you observe the following:

1. Please state your name and home address for the record
2. In fairness to others, groups or organizations are requested to designate one spokesperson
3. In the interest of time, please limit your comments to three (3) minutes. You are encouraged to give brief, non-repetitive statements to insure that all relevant information is presented.

It is the intent of the Board to give all citizens an opportunity to be heard.

Welcome to our meeting.

Copies of non-confidential supporting materials provided to the Board are available upon request. Request for such supporting materials should be made to Suzanne Potter at (702) 636-2300 or spotter@snvwc.org. Such supporting materials are available at the front desk of Workforce Connections, 6330 W. Charleston Blvd., Ste. 150, Las Vegas, NV, 89146, and are available online at www.nvworkforceconnections.org.

Auxiliary aids and services are available upon request to individuals with disabilities by notifying Dianne Tracy in writing at 6330 W. Charleston Blvd., Ste. 150, Las Vegas, NV 89146; or by calling (702) 638-8750; or by fax at (702) 638-8774. The TTY/TDD access number is (800) 326-6868 / Nevada Relay 711. A sign language interpreter may also be made available with twenty-four (24) hours advance notice. An Equal Opportunity Employer/Program.

NOTE: MATTERS IN THIS AGENDA MAY BE TAKEN OUT OF ORDER.

Local Elected Officials Consortium Members: Chair Commissioner Lawrence Weekly (Clark County), Vice-Chair Councilwoman Anita Wood (City of North Las Vegas), Councilwoman Peggy Leavitt (Boulder City), Councilwoman Gerri Schroder (City of Henderson), Commissioner Butch Borasky (Nye County), Councilman Bob Beers (City of Las Vegas), Commissioner Ralph Keyes (Esmeralda County), Commissioner Varlin Higbee (Lincoln County)

All items listed on this Agenda are for action by the Local Elected Officials Consortium unless otherwise noted. Action may consist of any of the following: approve, deny, condition, hold or table. Public Hearings may be declared open by the Chairperson, as required for any of the items on this Agenda designated for discussion or possible action or to provide direction and recommendations to Workforce Connections.

AGENDA

1. Call to order, confirmation of posting, roll call, and Pledge of Allegiance
2. **FIRST PUBLIC COMMENT SESSION:** Members of the public may now comment on any matter posted on this Agenda, which is before this Consortium for consideration and action today. Please clearly state and spell your name and state your address for the record. Each public comment will be limited to three (3) minutes..... 5
3. **DISCUSSION AND POSSIBLE ACTION:** Approve the agenda with inclusions of any emergency items and deletion of any items 6
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11. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections’ contract award of National Emergency Grant (NEG) funds to the sub-recipients listed below. NEG funds can only be expended on WIOA training activities for eligible Dislocated Workers 94

- a. Academy of Human Development.....\$50,000
- b. Easter Seals Nevada\$50,000
- c. Goodwill of Southern Nevada\$50,000
- d. HELP of Southern Nevada.....\$25,000
- e. Las Vegas Clark County Urban League\$50,000
- f. ResCare Workforce Services\$500,000
- g. Nevada Partners, Inc.\$100,000
- h. Nye Communities Coalition \$35,000

\$860,000

12. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections’ contract award of Adult & Dislocated Worker funds to the sub-recipients listed below. The funds will be used to ensure continuity of employment and training services for 1,600 actively enrolled participants who were transferred from PY2014 funded sub-recipients 96

- a. Academy of Human Development.....\$35,000
- b. HELP of Southern Nevada.....\$40,000
- c. Nevada Partners, Inc.\$75,000
- d. ResCare Workforce Services\$100,000

\$250,000

13. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections’ contract award to ResCare Workforce Services for an additional \$250,000 to deliver services out of the One-Stop Career Center. The funds will be used to amend ResCare’s current PY2015 contract to allow for staffing adjustments and additional funds for training and supportive services for eligible Adults and Dislocated Workers. 97

- 14. **DISCUSSION AND POSSIBLE ACTION:** Ratify Workforce Connections’ no-cost contract extension to the Nevada Department of Corrections to ensure the continuation of pre-release employment and training assistance to incarcerated individuals at Florence McClure Women’s Correctional Center. The current contract will be extended with a contract period of November 12, 2014 to June 30, 2016. 100
- 15. **DISCUSSION AND POSSIBLE ACTION:** Ratify Workforce Connections’ no-cost contract extension to UNLV Continuing Education to prepare nurses for a nursing career in acute care settings with GAP Training for RN: Transition into Practice Program. The current contract will be extended with a contract period of November 1, 2014 to June 30, 2016. 105
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 - b. Budget vs. Actual Finance Report (Workforce Connections Operations) for the period July 1, 2014 through June 30, 2015 (Formula WIA) 121
 - c. Awards & Expenditures Monthly Update (Status of Service Providers)..... 123
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 - e. Workforce Connections Professional Services Contracts (Please note: any pending contract presented for approval may be reviewed and examined in its entirety by any member of this Consortium upon request). PENDING CONTRACTS FOR APPROVAL ARE HIGHLIGHTED IN THE ATTACHED..... 130
- 17. **DISCUSSION AND POSSIBLE ACTION:** Review and evaluate Executive Director, Ardell Galbreth’s annual performance report and provide feedback, comments, questions, and/or new directives 137
- 18. **DISCUSSION AND POSSIBLE ACTION:** Review, discuss and approve Workforce Connections’ Executive Director, Ardell Galbreth’s employment contract, including compensation package and authorize Chief Local Elected Officials Chair to execute final contract..... 138
- 19. **SECOND PUBLIC COMMENT SESSION:** Members of the public may now comment on any matter or topic, which is relevant to or within the authority or jurisdiction of the Consortium. You may comment now even if you commented earlier, however, please do not simply repeat the same comment you previously made. Please clearly state and spell your name and state your address for the record. Each comment will be limited to three (3) minutes 159
- 20. **INFORMATION:** LEO Consortium member comments..... 160
- 21. Adjournment

Agenda item 2.

FIRST PUBLIC COMMENT:

Members of the public may now comment on any matter posted on this Agenda, which is before this Board for consideration and action today. Please clearly state and spell your name and state your address for the record. Each public comment will be limited to three (3) minutes

Agenda item 3. DISCUSSION AND POSSIBLE ACTION:

Approve the agenda with inclusions of any emergency items and deletion of any items

Agenda item 4. DISCUSSION AND POSSIBLE ACTION:

Approve Local Elected Officials Consortium minutes of July 14, 2015

**WORKFORCE CONNECTIONS
LOCAL ELECTED OFFICIALS CONSORTIUM
MINUTES**

**Tuesday, July 14, 2015
1:00 p.m.**

**Rosalie Boulware Bronze & Silver Conference Rooms
6330 W. Charleston Blvd., Suite 150
Las Vegas, NV 89146**

Members Present

Commissioner Varlin Higbee
Councilman Bob Beers
Councilwoman Anita Wood
Councilwoman Gerri Schroder
Councilwoman Peggy Leavitt
Commissioner Ralph Keyes

Members Absent

Commissioner Butch Borasky
Commissioner Lawrence Weekly

Staff Present

Ardell Galbreth
Heather DeSart
Suzanne Potter
Brett Miller
Ricardo Villalobos
Jaime Cruz
Brett Miller
Tom Dang
Chris Shaw

Others Present

Jack Eslinger, City of Las Vegas
John Chamberlin, WC Consultant
Stephanie Garabedian, Parker Nelson & Associates
Ron Hilke, DETR
Valerie Murzl, Station Casinos, WC Board Chair
Chris Boyd, City of Henderson
Mike Hopper, Sin City Mad Men
(It should be noted that not all attendees may be listed above)

1. CALL TO ORDER, confirmation of posting, roll call, Pledge of Allegiance

The meeting was called to order by Chair Councilwoman Anita Wood at 1:05 p.m. Staff confirmed the meeting had been properly posted in accordance with the Nevada Open Meeting Law. Roll call was taken and a quorum was present.

2. DISCUSSION AND POSSIBLE ACTION: Approve the agenda with inclusions of any emergency items and deletion of any items

A motion was made by Councilwoman Gerri Schroder and seconded by Councilwoman Peggy Leavitt to approve the agenda as presented. Motion carried.

3. FIRST PUBLIC COMMENT SESSION:

None

4. DISCUSSION AND POSSIBLE ACTION: Approve the Local Elected Officials Consortium minutes of June 9, 2015

A motion was made by Councilwoman Peggy Leavitt and seconded by Councilwoman Gerri Schroder to approve the Local Elected Officials Consortium minutes of June 9, 2015 as presented. Motion carried.

5. DISCUSSION AND POSSIBLE ACTION: Review, discuss, accept and approve Workforce Connections' Board By-laws

Ardell Galbreth, Executive Director presented the Board By-laws provided on page 16-33 of the agenda packet and read the following changes into the record:

- Footnote 1 and 2 (p. 16): change workforce investment board to workforce development board and LEOs to LEOs Consortium
- Paragraph 1.7 (d) (p. 17): change help to helping
- Footnote 3 (p. 17): remove sentence "Additional the LEOs may be and are currently members of the Board."
- Paragraph 2.7 (a)(iii) (p. 18): change o to or
- Paragraph 3.1 (p. 21): insert "Panel members shall be appointed by the Board Chair." following first sentence of paragraph
- Paragraph 3.1 (iv) (1) (p. 22): Change Board to "Board Chair"
- Paragraph 3.1 (v) (1) (p. 22): change "youth services" to "special populations"
- Paragraph 3.1 (vi) (1) (p. 22): change "Executive Director" to "Board Chair"
- Paragraph 4.1 (e) (p. 26): change committees to committee
- Paragraph 6.4 (a) (p. 30): change Board to Committee (5 instances) in all sentences

Michael Oh, Legal Counsel concurred with and accepted the changes and stated that upon consulting with John Chamberlin, he understands that by-laws are not required for the LEO Consortium; therefore, the WC Board By-laws will be the only by-laws presented for approval.

A motion was made by Councilwoman Gerri Schroder and seconded by Councilwoman Peggy Leavitt to accept and approve Workforce Connections' Board by-laws as amended. Motion carried.

6. DISCUSSION AND POSSIBLE ACTION: Review, discuss and appoint a business representative to the Workforce Connections Board to serve a three year term from a pool of qualified applicants

Mr. Galbreth presented the list of board member candidates provided on page 35 of the agenda packet. Discussion ensued.

A motion was made by Councilman Bob Beers and seconded by Councilwoman Gerri Schroder to appoint business representative Maggie Arias Petrel, Global Professional Legal and Medical Consulting to the Workforce Connections Board to serve a three year term. Motion carried.

7. DISCUSSION AND POSSIBLE ACTION: Approve WIOA Board member appointment for Tommy Rowe in the 'others appointed by LEOs' category for a two year term

Tommy Rowe's board member application is provided on page 37-42 of the agenda packet.

A motion was made by Councilman Bob Beers and seconded by Councilwoman Gerri Schroder to approve WIOA Board member appointment for Tommy Rowe in the 'others appointed by LEOs' category for a two year term. Motion carried.

8. DISCUSSION AND POSSIBLE ACTION: Review and discuss Workforce Connections' Board Chair and Executive Director's recommendation of committee members' appointments to assigned committees based on board members' desire and/or needs of board as outlined in Workforce Connections' Board Bylaws and the Workforce Innovation and Opportunity Act

Mr. Galbreth provided background and presented the list of recommended board members to serve on the Programs and Finance and Budget Committees is provided on page 44 of the agenda packet.

Councilwoman Schroder requested to continue serving on the Finance and Budget Committee. Mr. Galbreth stated that according to the Board By-laws and interlocal agreements approved by this board, the LEOs will not serve on the Board/Committees.

A motion was made by Councilwoman Gerri Schroder and seconded by Councilman Bob Beers to approve as presented Workforce Connections' Board Chair and Executive Director's recommendation of committee members' appointments to assigned committees based on board members' desire and/or needs of board as outlined in Workforce Connections' Board Bylaws and the Workforce Innovation and Opportunity Act. Motion carried.

9. DISCUSSION AND POSSIBLE ACTION: Review and discuss Workforce Connections' Board Chair and Executive Director's recommendation of committee members' appointments to assigned committees based on non-board members' desire and/or needs of the board as outlined in Workforce Connections' Board Bylaws and the Workforce Innovation and Opportunity Act

Mr. Galbreth presented the list of recommended non-board members to serve on the Programs Committee and their committee member applications provided on page 46-64 of the agenda packet.

Chair Wood inquired about the absence of recommendations of non-board members to the Finance and Budget Committee and liked the idea of having LEO representation on this committee. Mr. Oh, Legal Counsel stated that the Chief Financial Officers from each of the four major jurisdictions (Clark County, Las Vegas, North Las Vegas and Henderson) will be ex-officio members of the Finance and Budget Committee to report back key information to the LEOs. The ex-officio members can be formally designated by the LEOs after the WC Board gives final approval to the agreement between the board and the LEOs, scheduled to happen later this month. Councilwoman Schroder concurred.

A motion was made by Councilwoman Peggy Leavitt and seconded by Councilman Bob Beers to approve as presented Workforce Connections' Board Chair and Executive Director's recommendation of committee members' appointments to the Programs Committee based on non-board members' desire and/or needs of the board as outlined in Workforce Connections' Board Bylaws and the Workforce Innovation and Opportunity Act. Motion carried.

10. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' ADW contract with Nye Communities Coalition as a One-Stop Affiliate Site for Nye and Esmeralda Counties to deliver career and training services to adults and dislocated workers in an amount not to exceed \$575,000 for the contract period July 1, 2015 through June 30, 2016

Heather DeSart, Deputy Executive Director provided background. In response to Chair Wood's inquiry regarding monitoring performance for these contracts, Ms. DeSart reported that staff just completed a monitoring cycle, so all of these service providers have been monitored, both fiscally and programmatically, and are in the process of doing corrective actions for various findings, nobody is on high risk, and performance measures are being met for the local area. She further stated that every month the Board and LEOs receive detailed performance reports for all of the service providers.

Nye Communities Coalition's scope of work is provided on page 66-68 of the agenda packet.

A motion was made by Councilwoman Gerri Schroder and seconded by Councilwoman Peggy Leavitt to ratify Workforce Connections' ADW contract with Nye Communities Coalition as a One-Stop Affiliate Site for Nye and Esmeralda Counties to deliver career and training services to adults and dislocated workers in an amount not to exceed \$575,000 for the contract period July 1, 2015 through June 30, 2016. Motion carried.

11. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' ADW contract with Academy of Human Development as a One-Stop Affiliate Site – East to deliver career and training services to adults and dislocated workers in an amount not to exceed \$600,000 for the contract period July 1, 2015 through June 30, 2016

Ms. DeSart provided background. AHD's scope of work is provided on page 70-72 of the agenda packet.

A motion was made by Councilman Bob Beers and seconded by Councilwoman Gerri Schroder to ratify Workforce Connections' ADW contract with Academy of Human Development as a One-Stop Affiliate Site – East to deliver career and training services to adults and dislocated workers in an amount not to exceed \$600,000 for the contract period July 1, 2015 through June 30, 2016. Motion carried.

12. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' ADW contract with contract with Easter Seals Nevada to deliver career and training services to adults and dislocated workers in an amount not to exceed \$500,000 for the contract period July 1, 2015 through June 30, 2016

Ms. DeSart provided background and noted that this contract is to serve adults with disabilities. Easter Seals Nevada's scope of work is provided on page 74-76 of the agenda packet.

A motion was made by Councilwoman Gerri Schroder and seconded by Commissioner Varlin Higbee to ratify Workforce Connections' ADW contract with contract with Easter Seals Nevada to deliver career and training services to adults and dislocated workers in an amount not to exceed \$500,000 for the contract period July 1, 2015 through June 30, 2016. Motion carried.

13. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' ADW contract with Las Vegas Urban League to deliver career and training services to veterans and eligible spouses in an amount not to exceed \$600,000 for the contract period July 1, 2015 through June 30, 2016

Councilwoman Schroder disclosed her relationship as an active board member of the Las Vegas Urban League abstained from voting.

Las Vegas Urban League's scope of work is provided on page 78-80 of the agenda packet.

A motion was made by Councilwoman Peggy Leavitt and seconded by Commissioner Bob Beers to ratify Workforce Connections' ADW contract with Las Vegas Urban League to deliver career and training services to veterans and eligible spouses in an amount not to exceed \$600,000 for the contract period July 1, 2015 through June 30, 2016. Councilwoman Gerri Schroder abstained. Motion carried.

14. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' Youth contract with Lincoln County Grant's Administration for PY2015 in an amount not to exceed \$150,000 for a contract term July 1, 2015 through June 30, 2016

Ricardo Villalobos, Director, Workforce Development Programs provided background. Lincoln County Grant Administration's scope of work is provided on page 82 of the agenda packet.

A motion was made by Councilwoman Gerri Schroder and seconded by Councilman Bob Beers to ratify Workforce Connections' Youth contract with Lincoln County Grant's Administration for PY2015 in an amount not to exceed \$150,000 for a contract term July 1, 2015 through June 30, 2016. Motion carried.

15. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' Youth contract with Nye Communities Coalition for PY2015 in an amount not to exceed \$350,000 for a contract term July 1, 2015 through June 30, 2016

Nye Communities Coalition's scope of work is provided on page 84-85 of the agenda packet.

A motion was made by Commissioner Varlin Higbee and seconded by Councilman Bob Beers to ratify Workforce Connections' Youth contract with Nye Communities Coalition for PY2015 in an amount not to exceed \$350,000 for a contract term July 1, 2015 through June 30, 2016. Motion carried.

16. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' Youth contract with St. Jude's Ranch for Children for PY2015 in an amount not to exceed \$275,000 for a contract term July 1, 2015 through June 30, 2016

St. Jude's scope of work is provided on page 87-88 of the agenda packet.

A motion was made by Councilwoman Peggy Leavitt and seconded by Commissioner Varlin Higbee to ratify Workforce Connections' Youth contract with St. Jude's Ranch for Children for PY2015 in an amount not to exceed \$275,000 for a contract term July 1, 2015 through June 30, 2016. Motion carried.

17. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' Youth contract with Olive Crest for PY2015 in an amount not to exceed \$500,000 for a contract term July 1, 2015 through June 30, 2016

Olive Crest's scope of work is provided on page 90-91 of the agenda packet.

A motion was made by Councilman Bob Beers and seconded by Councilwoman Gerri Schroder to ratify Workforce Connections' Youth contract with Olive Crest for PY2015 in an amount not to exceed \$500,000 for a contract term July 1, 2015 through June 30, 2016. Motion carried.

18. DISCUSSION AND POSSIBLE ACTION: Ratify Workforce Connections' Youth contract with Goodwill Industries of Southern Nevada for PY2015 in an amount not to exceed \$500,000 for a contract term July 1, 2015 through June 30, 2016

Goodwill's scope of work is provided on page 93-94 of the agenda packet.

Ms. DeSart noted that new youth contracts will overlap with current contracts ending September 30, 2015.

A motion was made by Councilwoman Gerri Schroder and seconded by Commissioner Varlin Higbee to ratify Workforce Connections' Youth contract with Goodwill Industries of Southern Nevada for PY2015 in an amount not to exceed \$500,000 for a contract term July 1, 2015 through June 30, 2016. Motion carried.

19. INFORMATION: WISS Monitoring Report Update

Mr. Galbreth presented an email from WISS (p. 96) in reference to WC's corrective action response submitted in May 2015. WISS stated that their response has been generated and is forthcoming, pending approval for release; the delay is due to the complexity of the issues.

20. DISCUSSION AND POSSIBLE ACTION: Review, discuss, accept and approve reports

Brett Miller, Manager, Strategic Planning & Analysis presented the following reports:

a. PY2014 WIA Formula Budget July 1, 2014 through June 30, 2015

The PY2014 WIA Formula Budget is provided on page 99-108 of the agenda packet.

The One-Stop Center – Charleston Budget (p. 105) reflects the following line item changes:

- 7100-7120 Employee Fringe Benefits – decrease of \$5,500 to recognize a portion of the vacancy savings related to fringe benefits for a one time support of the Operating Lease budget line item
- 7200 Equipment - Operating Leases – increase of \$5,500 due to an increase of printing use at the One-Stop Center

The One-Stop System Budget (p. 107) reflects the following line item changes:

- 7085 Program Support Contracts – Workforce Development Academy – decrease of \$5,000 due to use of budget savings for the support of the Insurance budget line item
- 7100 Insurance – increase of \$5,000 due to a rate increase in liability and D & O insurance and anticipated increase in auto insurance
- 7100-7120 Employee Fringe Benefits – decrease of \$3,000 to recognize a portion of the vacancy savings related to fringe benefits for a one time support of the Payroll Taxes budget line item
- 7125 Employer Payroll Taxes – increase of \$3,000 to support the increase in the unemployment tax rate during the year and the bond rate repayment to the State

b. PY2015 WIA Formula Budget July 1, 2015 through June 30, 2016

The PY2015 WIA Formula Budget is provided on page 110-121 of the agenda packet.

Mr. Miller reported an increase to the WC Operations Budget (p. 110) of \$82,520 due to a formula adjustment for the PY15 statewide dislocated worker funding allocation for farm loans, budgeted as follows:

c. Budget vs. Actual Finance Report (Workforce Connections' Operations) for the period July 1, 2014 through June 30, 2015 (Formula WIA)

The Budget vs. Actual report is provided on page 123 and reflects all line items in the green (good).

d. Awards & Expenditures Report - Monthly Update (Compliance and Operational Status of Service Providers)

The Awards & Expenditures report is provided on page 125-128 of the agenda packet.

e. Funding Plans – Monthly Update – Adult/Dislocated Worker/Youth

The ADW Funding Plan (p. 130) shows a remaining balance of \$46,169 (.04 months) and the Youth Funding Plan (p. 131) shows a remaining balance of \$894,357 (1.49 months).

f. Workforce Connections Professional Services Contracts (Please note: any pending contract presented for approval may be reviewed and examined in its entirety by any board member upon request). (PENDING CONTRACTS FOR APPROVAL ARE HIGHLIGHTED IN THE ATTACHED)

WCs' Professional Services Contracts report is provided on page 133-138 of the agenda packet.

A motion was made by Councilman Bob Beers and seconded by Councilwoman Gerri Schroder to accept and approve reports as presented. Motion carried.

21. INFORMATION: Strategic Initiatives Report and Interactive Kiosk Demonstration

Jaime Cruz, Chief Strategy Officer presented the report provided on page 140 of the agenda packet, highlighting the Mobile One-Stop Bus, which is available to the LEOs upon request for community events, etc., and provided an overview of the interactive kiosk for the One-Stop Center. Mike Hopper, Sin City Mad Men presented a demonstration of the IT career pathway exploration.

Councilman Beers suggested adding a validation process for entering clients' e-mail address.

Chair Wood shared her son's experience with a WIA service provider and the lack of follow up.

Discussion ensued regarding social media and automated processes for today's job seekers, the training restrictions of the ETPL policies, and Oregon's best practices for training. Councilman Beers inquired about staff making a presentation to the GWIB regarding Oregon's best practices. Mr. Galbreth concurred

22. DISCUSSION AND POSSIBLE ACTION:

a. Review, discuss and accept Executive Director's Annual Performance Report

Mr. Galbreth presented the Executive Director's Annual Performance Report (separate handout), read into the record the Executive Director's Summary #1A (p. 6 of 268), Desired Goals and Objectives Not Achieved and Future Desired Goals and Objectives on page 10 of 268 of the report.

Councilwoman Schroder requested more time to review the report.

Councilwoman Leavitt expressed thanks to Mr. Galbreth for doing an incredible job and maintaining a high level of performance. Mr. Galbreth recognized WC staff for their contributions.

A motion was made by Councilwoman Gerri Schroder and seconded by Councilman Bob Beers to abey and discuss at the next meeting. Motion carried.

b. Strengthening Southern Nevada's Economy (Workforce Connections Return on Investment Pocket Handout)

Mr. Galbreth handed out the pocket cards containing the ROI information provided on page 143 of the agenda packet, and Mr. Cruz provided background. These cards were created to follow up Councilwoman Schroder's request for a way to summarize to the community the value of WIA services on Southern Nevada's economy. Staff will be working on creating the same tool for the One-Stop Center to factor in other funding streams e.g. Wagner-Peyser. Councilwoman Schroder thanked staff and Councilman Beers requested additional cards.

A motion was made by Councilman Bob Beers and seconded by Councilwoman Gerri Schroder to like the handout. Motion carried.

23. SECOND PUBLIC COMMENT SESSION:

Michael Oh, Legal Counsel reported that he still needs signed interlocal agreements from Lincoln, Nye and Esmeralda Counties.

24. INFORMATION: LEO Consortium member comments

Councilwoman Schroder reported that the Henderson Hospital will be completed in October 2016 and Henderson hired a new city manager, Robert Murnane, formerly Director of Public Works/Parks and Recreation.

Councilwoman Leavitt reported that Boulder City had a fun and successful Fourth of July party and thanked Councilwoman Schroder for the idea of the ROI handout.

Councilman Beers thanked staff for the ROI handout.

Commissioner Keyes will comment in person at the next meeting.

Commissioner Higbee reported on the Obama Reid national monument designation and the negative economic impact it will have on Lincoln County.

Councilwoman Wood reported that North Las Vegas did well at the state legislature, is working with the State to use some of its bonding capacity to develop industrial areas in Apex, and as president of the Nevada League of Cities, she will be attending the City Council meeting in Boulder City tonight.

25. ADJOURNMENT:

The meeting adjourned at 3:03 p.m.

Agenda item 5. DISCUSSION AND POSSIBLE ACTION:

Approve the appointment of Board member Maggie Arias-Petrel to serve on the Programs Committee or Finance & Budget Committee

CURRENT COMMITTEE MEMBERS

PROGRAMS COMMITTEE

1. Bart Patterson – (Higher Education)
2. Charles C. Perry, Jr., (Business Healthcare)
3. Jack Martin – (Youth Organization)
4. Janice John (Vocational Rehabilitation)
5. Kenneth C. Evans (Business/Trade Organization)
6. Leo Bleznitsky – (Business)
7. Liberty Leavitt (Youth Organization)
8. Louis Loupias (Joint-Labor Registered Apprenticeship)
9. Mark Keller (Business)
10. Tommy Rowe (Other – Rural)
11. Valerie Murzl (Business)
12. Cecilia Maldonado (Non-Member Higher Education)
13. Danielle Milam (Non-Member – Adult Education)
14. David McKinnis (Non-Member Business)
15. Captain Jack Owen (Non-Board Member Youth Initiatives)
16. Sonja Holloway (Non-Member Youth Organization)
17. Stavan Corbett (Non-Board Member Youth/Education)

FINANCE & BUDGET COMMITTEE

1. Brad Deeds (Adult Education)
2. Dasya Duckworth (Business)
3. Jerrie E. Merritt (Business)
4. Lou DeSalvio (Labor)
5. Marvin L. Gebers (Labor)
6. Michael A. Vannozzi (Economic Development)
7. Paul Brandt (Business)
8. Rebecca Henry (Business)
9. Renee Olson (State Employer Services—Wagner-Peyser)
10. Rob Mallery (Business)
11. Tobias Hoppe (Business)
12. Valerie Murzl (Business)

Agenda item 6. DISCUSSION AND POSSIBLE ACTION:

Ratify Workforce Connections' Board By-laws as amended by the Board on July 28, 2015

Workforce Connections Board By-Laws

ARTICLE I AUTHORITY AND RESPONSIBILITY

- 1.1** The Southern Nevada Workforce Development Board, doing business as Workforce Connections (the “Board”) is organized as a local workforce development board under the requirements of the Workforce Innovation and Opportunity Act (WIOA).
- 1.2** It is the principal responsibility of the Board to perform the functions set forth in WIOA¹ and to provide policy guidance for strategic planning activities, as well as to monitor, review and direct activities toward achieving the Board’s goals and objectives. The Board will carry out its responsibilities in partnership with agencies and organizations of general local government in the workforce development area. In achieving this requirement, the Board shall develop strategic plans to align its workforce development resources to the regional economies to ensure coordinated and efficient services to both job seekers and employers.
- 1.3** The Board’s workforce development area is comprised of Southern Nevada, including Clark County, Esmeralda County, Lincoln County, and Nye County, and including but not limited to the cities of Las Vegas, Henderson, North Las Vegas, and Boulder City.
- 1.4** The Board shall operate in accordance with the applicable portions of the _____ 2015, Chief Elected Officials Consortium (and any amendment thereto or replacement agreement thereto) and with the _____ 2015, Agreement Between the Chief Local Elected Officials Consortium and Workforce Connections Board to the Southern Nevada Workforce Development Area (and any amendment thereto or replacement agreement thereto) (collectively referred to as the “Organizational Agreements”), which are incorporated herein by reference.
- 1.5** The Board shall operate on a fiscal year, and shall develop an annual budget to carry out the Board’s goals, objectives, and duties pursuant to WIOA. Pursuant to WIOA, the Local Elected Officials² (“LEOs”) have authority to

¹ As of the approval of these By-Laws, WC’s functions, as a local workforce development board, are generally detailed in 29 U.S.C. § 3101.

² Pursuant to 29 U.S.C. § 3131 and the Organizational Agreements, the LEOs are the WIOA fund grant recipients and the LEOs municipalities are liable for the misuse of the WIOA funds expended by the Board. As of the date of these By-Laws, the following municipalities each have one local elected official who serves in the LEOs’ consortium: (1) Clark County; (2) City of Las Vegas; (3) City of Henderson; (4) City of North Las Vegas; (5) Boulder City; (6) Nye County; (7) Esmeralda County; and (8) Lincoln County.

approve or disapprove the Board's budget and therefore, the Board shall present the budget to the LEOs, in a LEOs consortium meeting, for consideration and approval within a reasonable time to allow for: (1) the LEOs to review the budget; (2) revise the Budget, if necessary; and (3) approve the budget before the Board's fiscal year begins. The Board shall work with the LEOs to revise the Board's budget as necessary in order to obtain the LEOs' approval.

1.6 Part of the Board's budget will be used to pay staff ("Staff"), including but not limited to an Executive Director ("ED") who will assist the Board in carrying out its various functions. The ED shall be selected, hired, and directed by the LEOs, and shall answer solely to the LEOs. The ED shall select, supervise, and direct the Staff.

1.7 ED's Responsibilities. The ED's responsibilities include but are not limited to:

- (a) having authority to sign contracts on behalf of the Board;
- (b) organizing, hiring, terminating, managing and supervising Staff;
- (c) responding to and complying with Board audits;
- (d) helping assist the function of the Board as outlined in 29 U.S.C. § 3122 (d); and
- (e) generally overseeing the necessary functions and activities for the Board to carry out its goals and responsibilities.

ARTICLE II MEMBERSHIP AND VOTING

2.1 Nominations and Appointments. The LEOs shall have sole authority to appoint Board members during the LEOs consortium meetings, and shall make such appointments pursuant to 29 U.S.C. § 3122 (c)(1)(A) *et seq*, as well as, applicable federal and state law, and the Organizational Agreements.

2.2 Composition. Composition By Membership Category shall be in accordance with 29 U.S.C. § 3122 *et seq* individuals may represent more than one category; provided they meet such criteria.³

³ As of the date of these By-Laws, WIOA requires the Board membership to comply with criteria set by Nevada's Governor, which must include at a minimum representatives from the following groups: (1) Local business owners, officers, and managers; (2) Local educational entities, school boards, etc.; (3) Local labor organizations; (4) community based organizations, including organizations representing people with disabilities and veterans; (5) Economic development agencies; and ~~(6) each one-stop partner with the Board.~~ However, a majority of the Board members must be representatives from business owners, officers, and managers as described in 29 U.S.C. § 3122 (2)(A). In addition, not less than 20% of the members shall be representatives of labor organizations, community based organizations and organizations with expertise in addressing employment, training or education needs of youth as described in 29 U.S.C. § 3122 (2)(b)(i-iv). The Board membership will always be composed pursuant to the most current WIOA requirements.

2.3 Terms of Appointment.

- (a) Board members appointed from the “Business in the Local Area” category, pursuant to 29 U.S.C. § 3122 shall serve three year terms.
- (b) Board members other than those appointed to the “Business in the Local Area” category shall serve two year terms.
- (c) A Board member’s term shall begin the month of the member’s appointment and shall end on the last day of the same month of appointment during the final year of the member’s term.
- (d) There is no limit on the number of terms board members may serve.

2.4 Removal of Board Members.

- (a) Resignation: Board members may resign at any time. Board members shall be removed automatically and immediately cease to be Board members after:
 - (i) The Board member provides a written notice of resignation to:
 - a) The Board’s Chairperson;
 - b) The Board’s Vice-Chairperson;
 - c) The Executive Director; or
 - d) The LEOs’ Chairperson.
- (b) Removal: Board members shall be removed immediately and cease to be Board members after:
 - (i) The Board member fails to attend three consecutive regularly scheduled Board meetings, in person or by telephone, without providing a valid excuse, the validity of which shall be determined by the sole discretion of the Board’s Chairperson;
 - (ii) The LEOs determine by a simple majority vote that the Board member should be removed; or
 - (iii) The Board member ceases to qualify under the category in which the Board member was appointed. However, in the LEOs sole discretion, a Board member in these circumstances may be reappointed under a different qualifying category.

2.5 Vacancies. Vacancies caused by unexpired terms shall be filled by the LEOs appointing qualified individuals pursuant to § 2.3 of these By-Laws.

2.6 Voting. Only Board members may vote at Board meetings. Board members must be physically or electronically present (e.g. via video conference or via telephone conference call) at the Board meeting. Proxy-voting and/or absentee voting is prohibited.

2.7 Conflicts of Interest.

(a) Prior to taking office as a Board member, the potential Board member must declare in writing, on a form provided by Staff, all business interests or representational interests the member has with known past, current, or potential recipients of WIOA funds. The written declaration must be updated annually to reflect any changes. The written declaration must also include substantial business interests or representational interests of the Board member's immediate family members. A Board member may not vote on a matter under consideration by the Board:

(i) regarding the provision of services by that Board member;

(ii) regarding the provision of services by an entity that Board member represents;

(iii) regarding any topic that would provide direct financial benefit to that Board member or his/her immediate family; or

(iv) regarding any other topic where that Board member had, has, or would have a conflict of interest pursuant to 29 U.S.C. § 3101 *et seq.*, NRS § 281A.420, or NRS § 281A.430.

(b) Definitions:

(i) An "immediate family member" includes the Board member's: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, boyfriend, girlfriend, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, registered domestic partner, domestic partner, or any other relationship similar to those listed herein.

(ii) An "entity the board member represents" or a "representational interest" is defined as:

a) When the Board member is employed, retained, hired, or contracted by the organization, business, governing body, or project (the "entity"); and/or

**ARTICLE III
BOARD COMMITTEES AND PANELS**

Each Board member is required to serve on at least one committee.

3.1 Standing Committees. The LEOs may appoint Board members to serve on Committees. Panel members shall be appointed by this Board Chair. The following Committees shall be established as Standing Committees:

- (a) The Executive Committee. (See 3.2.)
- (b) Programs Committee. The Programs Committee is composed of Board Members and non-Board Members with specific interest and expertise in youth, low skilled adults and people with disabilities.
 - (i) The Programs Committee reviews intelligence/recommendations submitted by staff from employment and training services specialty panels.
 - (ii) The Programs Committee reviews WIOA funding recommendations for contract awards submitted to the Board for approval and ratified by the LEOs.
 - (iii) Business Engagement Panel: The Business Engagement Panel will help assist the Programs Committee. The Business Engagement Panel will be composed of a group of business experts from various industries and employment sectors who serve as consultants on matters of policy and strategy that meet the skill needs of employers and provide linkages and coordination among employers and the workforce system.
 - 1) Members of the Business Engagement Panel will identify actionable items, demand-driven skills and trades, training services, processes and initiatives to be elevated to the Board Committees for consideration and recommendation to the Board;
 - 2) Brings intelligence and critical information gathered from industry sectors businesses and stakeholders with inputs to help shape and supply the area's workforce needs; and
 - 3) Provides staff with valuable information to be elevated to Committees for evaluation and possible action as outlined in the Board's strategic plan.
 - (iv) One-Stop Delivery System Panel: Composed of individuals with interest and expertise in the Southern Nevada Workforce Development Area One-Stop Delivery System.

- 1) Members are identified by their expertise in Southern Nevada Workforce Development Area One-Stop Delivery System and are appointed by the Board Chair;
 - 2) Panel members identify actionable items, services, processes and initiatives to be elevated to the Board Committees for consideration and recommendation to the Board;
 - 3) Brings intelligence and critical information gathered from diverse community stakeholders with inputs to help shape the area's employment and training service delivery; and
 - 4) Works with associated agencies/partner organizations to assess and evaluate the area's One-Stop Delivery System as outlined in the Board's strategic plan.
- (v) Special Population Panel: Composed of individuals with interest and expertise in services to people with disabilities, low or deficient skilled adults, veterans, prisoner re-entry, and other priorities outlined in the Board's strategic plan.
- 1) Members are identified by their expertise in special populations services and appointed by the Board Chair;
 - 2) Panel members identify actionable items, services, processes and initiatives to be elevated to the Board Committees for consideration and recommendation to the Board; and
 - 3) Works with associated agencies/organizations to assess and evaluate special population employment and training needs as outlined in the Board's strategic plan.
- (vi) Youth Panel: Composed of individuals with interest and expertise in youth programs and services.
- 1) Members are identified by their expertise in youth services and appointed by the Board Chair;
 - 2) The Panel identifies actionable items, services, processes and initiatives to be elevated to the Board Committees for consideration and recommendation to the Board;
 - 3) Brings intelligence and critical information gathered from diverse community stakeholders with inputs to help shape youth employment and training service delivery; and

- 4) Works with associated youth agencies/organizations to include the Workforce Development Area's school districts to assess and evaluate youth education and training needs;
- (c) The Finance and Budget Committee: The Finance and Budget Committee shall provide guidance to the staff in developing and submitting a comprehensive annual budget to the Board. The Finance and Budget Committee shall review financial activities (including incurred debt), monitoring and audit reports (internal and external), as well as periodic budget analysis prepared by the Board staff regarding employment and training programmatic and fiscal processes. The Finance and Budget Committee shall review budget modifications and fiscal financial policy. Additionally, the Finance and Budget Committee shall have the responsibility to help Board members understand the full financial implications of Board actions and measure the effectiveness of projects and programs in terms of relative value.

3.2 The Executive Committee.

- (a) The Board shall maintain an Executive Committee.
- (b) The delegation of authority to the Executive Committee shall not operate or function to relieve the Board of its responsibility except as explained below in paragraph 3.2(d) "Executive Committee Authority."
- (c) Executive Committee Composition.
 - (i) The Executive Committee shall be comprised of the Board's Chairperson, the Vice-Chairperson, the LEOs' Chairperson, and the elected Chairpersons of The Programs Committee and The Finance and Budget Committee.
 - (ii) If the LEOs' Chairperson is unable to attend an Executive Committee meeting, then the LEOs' Vice-Chairperson shall be permitted to attend the Executive Committee meeting and participate and vote as a member of the Executive Committee during that meeting in the place of the LEOs' Chairperson.
 - (iii) If the Board's Chairperson or Vice-Chairperson also serves as a Chairperson of one of the Board's other current Committees, then the Vice-Chairperson of that other Committee shall be a member of the Executive Committee.⁴

⁴ For example, if the Board's Chairperson is also the Chairperson for the Budget Committee, then the Vice-Chairperson of the Budget Committee would serve on the Executive Committee.

- g)** Adopting or eliminating major programs.
- h)** Executive Committee Quorum: A simple majority of the voting members of the Executive Committee shall constitute a quorum.

3.3 Other Committees: The Board Chairperson, with the approval of the LEOs, may establish and dissolve other Committees as necessary.

3.4 Committee Size, Term, and Responsibilities:

- (a) Size.** Committees shall be established with at least three Board members. Additional Committee members are not required to be a member of the Board.
- (b) Term.** With the exception of Standing Committees, Committees will be active as long as necessary to serve the purpose for which the Committee was created. With the exception of Standing Committees, Committees may be dissolved and later reformed at the Chairperson's discretion.
- (c) Responsibilities.** Committees shall record and maintain meeting minutes, report their progress and provide information and recommended action to the Board.
- (d)** All Committees shall be chaired by a member of the Board.
- (e)** All Committee Chairpersons, with the exception of the Executive Committee Chairperson, shall be elected annually by a majority vote of the Committee's members. A Board member shall not chair more than one Committee.

3.5 Removal of Committee Member. Any Committee member shall be removed from said Committee after:

- (a)** The Committee member fails to attend three consecutive regularly scheduled Committee meetings, in person or by telephone, without a valid excuse, the validity of which shall be determined in the sole discretion of the Committee's Chairperson;
- (b)** The Committee member requests to be removed;
- (c)** The LEOs determine that the Board member serving on the Committee should be removed from the Board; or
- (d)** The LEOs determine a non-Board member be removed from the Committee.

**ARTICLE IV
BOARD MEMBERS CONDUCT AND RESPONSIBILITIES**

4.1 Board Member Responsibilities.

Members of the Board shall:

- (a) Comply with Workforce Connections' By-Laws.
- (b) Make a positive contribution to the region's economy by helping shape a workforce development system that meets the demands of employers and job seekers.
- (c) Devote a portion of their time and talent to working with other Board members, staff, businesses, public officials, and public and private sector partners to improve the quality of the local workforce development area.
- (d) Regularly attend Board and Committee meetings.
- (e) Join and participate actively in at least one standing Board committee.
- (f) Be prepared for Board meetings by reviewing materials sent in advance of meetings.
- (g) Act and vote on strategic interest of Workforce Connections and the Southern Nevada community, rather than the interest of a single constituency.
- (h) Observe and understand the role of the Chief Local Elected Officials and Workforce Connections' staff.
- (i) Serve as an ambassador of Workforce Connections within the community and among businesses and industry leaders.
- (j) Not engage in or facilitate any discriminatory or harassing behavior directed toward other Board members, staff, appointed officers, meeting attendees, exhibitors, advertisers, sponsors, contractors, or others in the context of activities relating to Workforce Connections.

4.2 Board Member Authority. Board members shall respect the authority of the executive director and not independently direct or assign staff tasks.

4.3 Contracts after Board Membership. Board members shall not be employed or receive direct contracts from Workforce Connections for at least two years after resigning or terminating Board membership.

**ARTICLE V
MEETINGS**

5.1 Open Meeting. All Board and Committee meetings shall be conducted in accordance with Nevada's Open Meeting Law, found in NRS Chapter 241.

5.2 Meetings and Agendas.

- (a) Regular meetings: The Board shall meet at least once every quarter throughout the year. If necessary, the Board may meet more frequently. Likewise, the Standing Committees as well as any other Board Committees (collectively "Committees"), shall meet at least once every quarter or more frequently as deemed necessary by the Committee's Chairperson or the Board Chairperson.
- (b) Special meetings: The Board may hold special meetings from time to time as deemed necessary or appropriate by the Board Chairperson, the LEOs' Chairperson, and/or the ED.
- (c) Agendas: Agendas for Board meetings, Committees, and LEOs' meetings shall be prepared by Staff. All requests to place matters on an agenda along with the needed back-up information to properly agendize an item must be presented to Staff within a reasonable time before the relevant meeting date to facilitate compliance with Nevada's Open Meeting Law. Otherwise, the requested agenda item may not be included on the agenda. The ED shall have the sole discretion to agendize any untimely, late or incomplete request to agendize a matter. Only matters which relate to or affect the business, jurisdiction, or authority of the Board may be placed on the Board's meeting agenda. Likewise, only matters which relate to or affect the business, jurisdiction, or authority of a Committee may be placed on that Committee's meeting agenda.
- (d) The following individuals may place a matter onto the Board's agenda:
 - (i) The LEOs' Chairperson;
 - (ii) The Board Chairperson;
 - (iii) Any Committee Chairperson, provided the matter the Committee Chairperson wishes to agendize is within the scope of responsibility for the Chairperson's Committee; and/or
 - (iv) The ED.
- (e) The following individuals may place a matter onto one of the Committees' agenda
 - (i) The LEOs' Chairperson;

- (ii) The Board Chairperson;
- (iii) The Committee's Chairperson; and/or
- (iv) The ED.
- (f) Any request to place a matter on a meeting's agenda, which is not received in time to place the matter on the upcoming meeting agenda, will result in the matter being placed on the subsequent meeting agenda.
- (g) ~~The LEOs control who may place matters onto the LEOs' meeting agendas.~~
- (h) Members shall receive meeting agendas in a reasonable timeframe to comply with the State of Nevada's Open Meeting Law.

5.3 Presiding Officer.

- (a) **The Board:** The Board Chairperson shall preside over all Board meetings. In the absence of the Board Chairperson, the Board Vice-Chairperson shall be the presiding officer. In the absence of both the Board Chairperson and Vice-Chairperson, the acting presiding officer shall be: (first) the most senior Board member, (second) the second most senior Board member and (third) the third most senior Board member. When deemed appropriate, even during the presence of the Board's Chairperson and Vice-Chairperson, the Board Chairperson may choose a Board member to serve as temporary Board Chairperson for that specific meeting.
- (b) **Committees:** Committee Chairpersons shall preside over their respective Committee meetings. In the absence of a Committee's Chairperson, then the presiding officer of that Committee meeting shall be the committee's Vice-Chairperson. In the absence of both the Committee's Chairperson and Vice-Chairperson, then a temporary Chairperson for that Committee meeting shall be chosen by a majority vote of the then present Committee members, which shall be conducted by the most senior Board member serving on the Committee. When deemed appropriate during a Committee meeting, even during the presence of the Committee's Chairperson and Vice-Chairperson, the Committee's Chairperson may choose a Committee member (who is also a Board member) to serve as temporary Chairperson for that Committee meeting.

5.4 Parliamentary Authority. Unless otherwise adopted by the Board (Revised) Robert's Rules of Order shall be used to govern all Board, council and Committee meetings.

- 5.5 Quorum.** For a Board meeting, a quorum shall consist of a simple majority of the Board members. For a Committee meeting, a quorum shall consist of a simple majority of the Committee members.

**ARTICLE VI
BOARD AND COMMITTEE OFFICERS**

- 6.1 Officers.** The Chairperson and the Vice-Chairperson shall be the only officers of the Board. Each Committee shall have a Chairperson and a Vice-Chairperson who shall be the only officers of each Committee.

- (a) **Board Chairperson.** The Board Chairperson shall only be elected from among the Board members who are part of the “Business in the Local Area” category set forth in 29 U.S.C. § 3101. In addition to presiding over Board meetings, the Chairperson shall establish Committees, certify meeting quorums and perform other duties as required by WIOA.
- (b) **Board Vice-Chairperson.** The Board Vice-Chairperson shall be elected from among any of the appointed Board members. The Board Vice-Chairperson shall fulfill the duties of the Board Chairperson in the absence of the Board Chairperson.
- (c) **The Committee Chairperson and Vice-Chairperson shall be elected from the Board members and non Board members who are serving on the respective Committee.**

- 6.2 Elections and Terms of Service.** The Board’s Chairperson and Vice-Chairperson shall be elected by a majority vote of the Board’s members present at the Board meeting when the election is held. Each officer shall serve a term of two-years, which shall begin on July 1st of the election year and end on June 30th two years later. Board elections shall take place during even years

- (a) Each Committee’s chairperson and vice chairperson shall be elected by a majority vote of the respective Committee’s members present at the Committee meeting when the election is held. Each Committee officer shall serve a term of two years, which shall begin on July 1st of the election year and end on June 30th two years later. Committee elections shall take place immediately after a Committee is formed, and during odd years thereafter.
- (b) No officer may serve more than two consecutive terms in the same office. Elections of the Board and Committee’s officers shall be complete no later than June 30th of the final year of the officers’ term of office; alternatively, if a meeting to conduct the vote in the month of June is impractical, then the vote will be conducted at the next Board meeting before any other business is conducted.

6.3 Election Procedures for Board Officers.

- (a) Staff will solicit nominations for potential future officers from the Board members no later than the month of May immediately before the officers' terms expire. The Board will be presented with the name and resumes of any Board members who wish to serve in a particular office after that Board member has submitted the same to Staff. Staff will be responsible for providing information regarding those Board members running for office to each Board member
- (b) The Board will hold a meeting, before the officers' terms expire, where the officers will be elected. During this meeting, the Board Chairperson will ask the Board members to provide nominations for potential officers. Any qualifying Board member, who is nominated and seconded, will be an officer candidate, unless that Board member does not accept the nomination. Board members will then vote on those members who accept their nominations. The candidate for office who receives the most votes for that office prevails and will serve in that office. In the event qualifying nominated candidate(s) do not exist, then the LEOs Chairperson shall appoint a temporary Board Chairperson and Vice-Chairperson, as needed, who shall serve until a qualified nominated candidate(s) may be elected, which election shall be agendized in each subsequent Board meeting until the officer(s) are elected.

6.4 Election Procedures for Committee Officers.

- (a) Staff will solicit nominations for potential future officers from among the Board members serving on the respective Committee no later than month of May immediately before the officers' terms expire. The Committee will be presented with the name and resumes of any Committee members who wish to serve as a particular Committee officer after that Committee member has submitted the same to Staff. Staff will be responsible for providing information regarding those Committee members running for office to each Committee member.
- (b) The respective Committee will hold a meeting, before the officers' terms expire, where the officers will be elected. During this meeting, the Committee chairperson will ask the Committee members to provide nominations for potential officers. Any qualifying Board member, who is nominated and seconded, will be an officer candidate, unless that Board member does not accept the nomination. The respective Committee members will then vote on those members who accept their nominations. The candidate for office who receives the most votes for that office prevails and will serve in that office. In the event qualifying nominated candidate(s) do not exist, then the Board Chairperson shall appoint a temporary Committee officer, as needed, who shall serve until a qualified

nominated candidate(s) may be elected, which election shall be agendized in each subsequent Committee meeting until the officer(s) are elected.

(c) **Vacancies.** The Board shall elect successors to fill the unexpired term of any officer within two months after the office becomes vacant. The Board member who is elected to fill a vacant office shall only serve to the end of the original term for which the vacancy was filled.

6.5 Removal. Officers will be automatically removed from office under the following conditions: (1) by a majority vote of a quorum of LEOs; (2) if the Officer does not qualify under WIOA to serve as in the office; (3) if the LEOs remove the Officer from the Board, or (4) if the Officer ceases to be a Board member for any reason.

ARTICLE VII

AUTHORIZATION TO INCUR DEBT (NOT TO EXCEED \$50,000)

7.1 Authority to Incur Debt. When necessary to ensure the continued operations and functions of the Board, the ED, or a Staff management member to whom the ED has designated specific authority in writing, may incur debt in the name of the Board for allowable expenditures in accordance with federal, state and local laws, statutes, regulations, and policies, not to exceed \$50,000.00 annually. Whenever finances are expended pursuant to **Article VII**, Staff will provide the Board with a summary and justification of the purchase during the next Board meeting.

ARTICLE VIII LITIGATION

8.1 Counsel Representation. The Board will maintain its own legal counsel for all matters related to the Board. However, if there is litigation or claims against the Board, then the Board's counsel may, subject to the LEOs municipalities' approval, also represent the LEOs in a limited capacity with respect to the litigation or claims, because the LEOs' municipalities may ultimately be fiscally responsible to pay any award of damages or settlement resulting from the litigation.

8.2 Authority to Settle. The Board shall obtain the approval of the LEOs prior to setting any monetary claims.

ARTICLE IX REVISIONS AND AMENDMENTS

9.1 The Board understands and agrees that although the Board has duties and responsibilities to comply with applicable federal and state laws, that pursuant to 29 U.S.C. § 3101 and the Organizational Agreements the LEOs respective municipalities are responsible to ensure that WIOA funds are properly awarded and spent. As such, the Board will be governed in accordance with these By-

Laws, which must be approved by the LEOs. If it is ever determined that WIOA or another applicable law conflicts with these By-Laws, then the WIOA or applicable law shall be followed.

These By-Laws supersedes the Board's dated _____ . These By-Laws may only be amended by a majority vote of the LEOs during a LEOs Consortium meeting.

LEOs RATIFICATION

These By-Laws having been reviewed and considered by the LEO Consortium during the _____, 2015, LEO Consortium meeting and the LEOs having voted to approve these By-Laws; now therefore, the LEOs present these By-Laws to the Board as having been approved by the LEOs and requests the Board review these By-Laws, and consider them for approval.

Dated this _____ day of _____, 2015.

Commissioner Lawrence Weekly, LEO Consortium Chair

BOARD RATIFICATION

These By-Laws were considered and approved by the Board during the Board Meeting held on _____ 2015.

Dated this _____ day of _____, 2015.

Workforce Connections Chairperson

Agenda item 7. DISCUSSION AND POSSIBLE ACTION:

Review and approve changes to the LEO Consortium Cooperative Agreements previously approved by the LEO Consortium on May 12, 2015

Michael Oh

From: Andrew Borasky <aborasky@co.nye.nv.us>
To: Michael Oh
Sent: Thursday, May 14, 2015 12:19 PM
Subject: Read: FINAL VERSION OF THE LEO CONSORTIUM COOPERATIVE AGREEMENT AND AGREEMENT BETWEEN THE LEO AND WCB

Your message was read on Thursday, May 14, 2015 12:18:36 PM (GMT-08:00) Pacific Time (US & Canada).

10
04/12/15

Michael Oh

From: Stephen Harsin <sharsin@LasVegasNevada.GOV>
Sent: Thursday, May 14, 2015 4:21 PM
To: Adam Katschke; Butch Borasky; Ralph Keys
Cc: Michael Oh (michael.oh@cityofhenderson.com); Heather DeSart (hdesart@nvworkforceconnections.org); Cheryl Ross
Subject: FINAL VERSION OF THE LEO CONSORTIUM COOPERATIVE AGREEMENT AND AGREEMENT BETWEEN THE LEO AND WCB
Attachments: DOCSLGL-#93229-v1-FINAL_AGREEMENT_LEO_AND_WCB.PDF; DOCSLGL-#93228-v1-FINAL_LEO_COOPERATIVE_AGREEMENT_.PDF
Importance: High

Dear Commissioners:

Attached are the two approved and final agreements as it relates to the Workforce Connections. At this point, each jurisdiction need to have their respective Commissions/Councils approve the attached agreements, prior to July 1, 2015. At this time, the City of Las Vegas is working to put it on our June 3rd Council Agenda for adoption. Once you have your jurisdiction approve the attached, **PLEASE HAVE YOUR RESPECTIVE PEOPLE SIGN 8 ORIGINAL SIGNATURE PAGES SO WE CAN PROVIDE EACH PARTY JURISDICTION WITH AN ORIGINAL SIGNATURE PAGE FOR THEIR RECORDS.** You can send the signed pages to Michael Oh at the following address:

Michael Oh
Henderson City Attorney's Office
P.O. Box 95050, MSC 144
Henderson, Nevada 89009-5050

If you have any further questions, please feel free to contact Michael Oh at michael.oh@cityofhenderson.com.



Building Community
to Make Life Better

STEPHEN K. HARSIN, AICP

Director

OFFICE OF COMMUNITY SERVICES

VOICE | 702.229.2330

FAX | 702.464.2674

sharsin@lasvegasnevada.gov
www.lasvegasnevada.gov

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From: Michael Oh
Sent: Wednesday, May 13, 2015 5:48 PM
To: 'Bethany Rudd Sanchez'; 'Cass Palmer'; 'Catherine Jorgenson'; 'David Dobrzynski'; 'Deborah Barton'; 'Jack Eslinger'; 'JoAnn Crolli'; 'Lisa Morris Hibbler'; 'Mike Pawlak'; 'Philip F. Stoeckinger'; 'Sabra Smith Newby'; 'Shirley Hughes'; 'Tom Wilson'
Cc: Ardell Galbreth (agalbreth@nvworkforceconnections.org)

Subject: FINAL VERSION OF THE LEO CONSORTIUM COOPERATIVE AGREEMENT AND AGREEMENT BETWEEN THE LEO AND WCB

Importance: High

Everyone,

Please find attached the final version of the two agreements approved by the LEO consortium. I have converted them into pdf files so there can be no inadvertent changes. You will notice that each jurisdiction has their own signature page.

PLEASE HAVE YOUR RESPECTIVE PEOPLE SIGN 8 ORIGINAL SIGNATURE PAGES SO WE CAN PROVIDE EACH PARTY JURISDICTION WITH AN ORIGINAL SIGNATURE PAGE FOR THEIR RECORDS. You can send the signed pages to me at the following address:

Michael Oh
Henderson City Attorney's Office
P.O. Box 95050, MSC 144
Henderson, Nevada 89009-5050

When I receive all the signature pages, I will send to each jurisdiction at the same time. Therefore, I will need the contact information for the person I am to send the signature pages to from each jurisdiction.

This is the language I will be using for the agenda item's background for the LEO Consortium Agreement:

"The Workforce Innovation and Opportunities Act of 2014(WIOA) authorizes the expenditures of federal funds for workforce development services in locally determined workforce development areas. The purpose of the WIOA repealed the Workforce Investment Act of 1998 (WIA).

The Chief Local Elected Officials (LEOs) Consortium was created and consists of elected officials of the Cities of Las Vegas, North Las Vegas, Henderson, and Boulder City and the Counties of Clark, Lincoln, Nye, and Esmeralda. Pursuant to the act, the LEOs have designated the Workforce Connections Board as the subrecipient of grant funds pursuant to the WIOA. This cooperative agreement describes the respective roles and responsibilities of the parties and defines the scope of the partnership. "

Suggested language for the agreement between LEO and Workforce Connections Board:

"The Workforce Innovation and Opportunities Act of 2014(WIOA) authorizes the expenditures of federal funds for workforce development services in locally determined workforce development areas. The purpose of the WIOA was to amend the Workforce Investment Act of 1998 (WIA). The Chief Local Elected Officials Consortium has appointed a local board pursuant to the Act. The Act allows for the Local Elected Officials Consortium to enter into an agreement with the local board (Workforce Connections Board) to describe the respective roles of the parties. This agreement between the Workforce Connections Board and the Local Elected Officials outlines the roles and responsibilities of each of the parties."

This Cooperative Agreement must be agreed to by each governing board before July 1, 2015 (the date the Act becomes effective). Therefore, please forward to the appropriate person within your jurisdiction to place the agreement for approval on the agenda for your second meeting in June.

Please call me if you have any questions.

Michael J. Oh
Assistant City Attorney

240 Water Street, PO Box 95050, MSC 144, Henderson, NV 89015

Office: (702) 267-1382 | Fax: (702) 267-1201 | Michael.Oh@cityofhenderson.com

Assistant: 702-267-1216 or Celina Lopez at Celina.Lopez@cityofhenderson.com

Office Hours: Monday - Thursday 7:30a.m. to 5:30p.m.

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Michael Oh

From: Suzanne Potter <spotter@nvworkforceconnections.org>
Sent: Monday, August 10, 2015 11:07 AM
To: Michael J. Oh
Subject: Borasky's Comment Regarding LEO Agreement

Michael,

FYI, see below.

Thanks,
Suzanne

Sent from my iPhone

Begin forwarded message:

From: Andrew Borasky <aborasky@co.nye.nv.us>
Date: August 10, 2015 at 11:03:49 AM PDT
To: Suzanne Potter <spotter@nvworkforceconnections.org>
Subject: RE: LEO Consortium Agreement and Agreement Between LEO & WorkForce Connections

It may take some time to get this on an agenda and get it approved.

Regards,

Butch

Butch Borasky
Commissioner, District 4
Nye County Administration
2100 E. Walt Williams Dr. #100
Pahrump, NV 89048
Office: (775) 751-7078
Cell: (775) 209-3100
Fax: (775) 751-7093

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From: Suzanne Potter [<mailto:spotter@nvworkforceconnections.org>]
Sent: Friday, August 07, 2015 12:55 PM
To: Andrew Borasky
Cc: Ardell Galbreth; Michael Oh
Subject: RE: LEO Consortium Agreement and Agreement Between LEO & WorkForce Connections
Importance: High

Commissioner Borasky.

Attached is the agreement between the LEOs and WC Board. Please sign and mail 8 original copies to **Michael Oh c/o Celina Lopez at 240 S. Water St., P.O. Box 95050, MSC #144, Henderson, NV 89009-5050.**

I have requested the other agreement from Michael Oh and will send to you immediately upon receipt.

Kind regards,

Suzanne Potter
Board Administrator

6330 West Charleston Blvd., Suite 150
Las Vegas, Nevada 89146
Direct (702) 636-2300 Fax (702) 636-4375


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Connecting Employers to a Ready Workforce
WWW.NVWORKFORCECONNECTIONS.ORG

 Please consider the environment before printing this email

From: Andrew Borasky [<mailto:aborasky@co.nye.nv.us>]
Sent: Friday, August 07, 2015 12:30 PM
To: Suzanne Potter
Cc: Ardell Galbreth
Subject: FW: LEO Consortium Agreement and Agreement Between LEO & WorkForce Connections
Importance: High

I do not have a copy of these documents.

Regards,

Butch

Butch Borasky
Commissioner, District 4
Nye County Administration
2100 E. Walt Williams Dr. #100
Pahrump, NV 89048
Office: (775) 751-7078
Cell: (775) 209-3100
Fax: (775) 751-7093

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From: Celina Lopez [<mailto:Celina.Lopez@cityofhenderson.com>]
Sent: Thursday, August 06, 2015 2:10 PM
To: Andrew Borasky
Subject: LEO Consortium Agreement and Agreement Between LEO & WorkForce Connections
Importance: High

Good afternoon Mr. Borasky:

As of today's date, the Signature Pages (8 originally signed pages per agreement) for NYE COUNTY to the above-referenced agreements have not been received.

Could you please advise me when we can expect the originally executed signature pages? Or, alternatively, could you please forward these to my attention at the address listed below?

I will be out of the office 8/10-13 and will return on Monday, 8/17.

Thank you for your anticipated response to this request.

If you have any questions with respect to the foregoing, please do not hesitate to contact me.

Thank you.

Celina M. Lopez, Legal Assistant
to Michael J. Oh, Assistant City Attorney
to Brian R. Reeve, Assistant City Attorney
240 S. Water St. | P.O. Box 95050 | MSC #144 | Henderson, NV 89009-5050
Tel: (702) 267-1216 | Fax: (702) 267-1201 | Celina.Lopez@cityofhenderson.com
Office Hours | Mon. – Thurs.: 7:30 a.m. to 5:30 p.m. PDT



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Please be Green, consider the environment before printing

CHIEF LOCAL ELECTED OFFICIAL CONSORTIUM AGREEMENT

This Cooperative Agreement, entered into this ____ day of _____, 2015, by and among the counties of CLARK, LINCOLN, NYE, and ESMERALDA, and the cities of LAS VEGAS, HENDERSON, NORTH LAS VEGAS, and BOULDER CITY in accordance with the Workforce Innovation and Opportunity Act of 2014 and NRS 277.045.

RECITALS

WHEREAS, the counties of CLARK, LINCOLN, NYE, and ESMERALDA (the “Counties”) are political subdivisions of the State of Nevada; and

WHEREAS, the cities of LAS VEGAS, HENDERSON, NORTH LAS VEGAS, and BOULDER CITY (the “Cities”) are municipal corporations organized and ~~existing~~ under Nevada Law and located within the geographical boundaries of Clark County; and existing

WHEREAS, pursuant to the Workforce Investment Act of 1998, the Counties and the Cities created the Chief Local Elected Official Consortium through resolutions from their respective governing bodies on April 19, 2000 and subsequently amended and restated on June 20, 2007;

WHEREAS, the Workforce Innovation and Opportunity Act was signed into law on July 22, 2014 and repeals the Workforce Investment Act; and

WHEREAS, the aforementioned counties and cities are located within the designated local workforce development area for Southern Nevada designated pursuant to the Workforce Investment Act of 1998; and

WHEREAS, the Counties and Cities wish to adopt ~~an~~ ^a cooperative agreement re-establishing a consortium of local elected officials for the purpose of complying with the requirements of the Workforce Innovation and Opportunity Act of 2014; and

WHEREAS, each of the parties is empowered to enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which each party acknowledges for itself, the Counties and Cities do hereby agree to the following provisions.

I. GENERAL PROVISIONS

- A. That the Counties and the Cities under NRS Chapter 277.045, do qualify as a consortium for purposes of Section 107(c)(1)(B) of Public Law 113-128, the Workforce Innovation and Opportunity Act (WOIA) of 2014.
- B. The Chief Local Elected Officials (Chairperson of the respective Commissions or City Councils) may designate a representative from their respective governing body. Said designees of the Counties and Cities shall constitute the Local

Workforce Investment Area Consortium of Commissioners and Councilpersons (hereinafter referred to as “LEOs”).

- C. The LEOs ~~is~~ hereby constituted to fulfill the responsibilities of and to function as the “chief local officials” of the participating governmental entities of this Agreement.
- D. The LEOs shall elect from ~~its~~ membership a Chair, and Vice-Chair and such other officers as may be provided in the by-laws to serve for a term of one year or until a successor is elected and qualified.
- E. The LEOs may adopt operational and procedural by-laws consistent with this Agreement, applicable federal and state laws and rules/regulations pursuant thereto. By-laws or amendments thereto may be adopted by the affirmative vote of a majority of the entire membership of the LEOs at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

II. LEO RESPONSIBILITIES

- A. The LEOs shall perform all the functions of the local elected officials contained in the WIOA including:
 - 1. Serving as the local grant recipient for the grant funds allocated to the local area under sections 128 and 133 of the WIOA;
 - 2. Liability for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the WIOA; and
 - 3. Designating an entity to serve as a local grant subrecipient for such funds or as a local fiscal agent.
- B. The LEOs, through their respective governing bodies, shall be financially liable for any misuse of grant funds pursuant to section 107(d)(12)(B)(i)(I) of the WIOA after all efforts have been made to recover or replace the misused funds through all means available.
 - 1. In the case where liability is identified and validated concerning the misuse of grant funds, if necessary, repayment or reduction of future grant funds shall be calculated in accordance with the following formula based on population upon approval by each of the parties to this Agreement:
 - (a) Clark County – 43.93%
 - (b) City of Las Vegas – 30.78%
 - (c) City of Henderson – 13.25%
 - (d) City of North Las Vegas – 10.87%

- (e) Boulder City – .74%
- (f) Nye County – 2.37%
- (g) Esmeralda County – .04%
- (h) Lincoln County – .24%

whom

A mandatory review of the liability formula and the underlying factors upon which the calculations are based will be performed at least every two years and adjusted as deemed necessary by a vote of the LEOs. The recommended formula and the underlying calculation factors, or any amendment thereto, must be approved by the governing bodies of each of the respective counties or cities upon ~~who~~ liability is to be imposed in order to be effective.

- C. The LEOs shall appoint members to the Local Workforce Development Board of the area pursuant to the criteria established pursuant to section 107(b)(1) of the WIOA, and applicable rules thereunder, herein referred to as the Workforce Connections Board (“WCB”).
 - 1. The composition of the WCB shall be consistent with section 107(b)(2) of the WIOA.
 - 2. Appointments shall be made by a majority of the vote of the LEOs.
- D. The LEOs may enter into an agreement with the WCB to provide for the operational framework and administration of WIOA responsibilities including the administration of WIOA grant funds.
- E. The LEOs, in partnership with WCB shall develop and submit a local plan to the Governor consistent with section 107(d)(1) of the WIOA.
- F. The LEOs, shall have ultimate responsibility for:
 - (a) Receiving, disbursing and budgeting of all funds relating to WIOA programs pursuant to section 107(d)(12).
 - (b) Collecting program data necessary for management, evaluation and preparation of required and desired reports pursuant to the Local Performance Accountability Measures contained in section 116(c) of the WIOA.
 - (c) Monitoring and evaluation of programs and program operators, subrecipients and service providers pursuant to section 116(c) of the WIOA.

- (d) Procuring audits of funds as required under the WIOA and resolving any questions arising from the audits. Staff shall report the results of the audits to the Southern Nevada Workforce Investment Board and the LEO.
- G. The LEOs shall develop and manage a system to hear and resolve grievances brought by participants, vendors and other interested parties as required by the WIOA .
- H. The LEOs, through the agreement with WCB, shall be responsible for the direct supervision of the Executive Director of Workforce Connections. The Executive Director shall remain as an employee of Workforce Connections but serve at the pleasure of the LEOs and report directly to the LEOs. The Executive Director shall be directed and answer solely to the LEOs.
 - 1. The Executive Director shall provide all information and documentation regarding all Workforce Connections administrative, operational, and fiscal matters to the LEOs at each LEO meeting or upon request from the LEO Consortium and to the WCB, upon the WCB's request.

III. MISCELLANEOUS PROVISIONS

- A. The ~~LEO's~~ LEOs shall have the power to establish all boards, councils, or committees or other advisory groups as mandated by the federal laws or regulations or as deemed necessary to ensure that the Workforce Connections conforms with applicable laws and meets the WIOA objectives.
 - 1. The LEOs shall create a fiscal advisory committee consisting of members from each municipality and/or county represented by the LEOs, herein referred to as the Joint Chief Finance Officer Committee. The Joint Chief Finance Officer Committee will be responsible for advising the LEOs with regards to budget development and execution, procurement policies, accounting systems and practices and other financial matters to ensure proper fiscal controls.
 - 2. The LEOs member's or member shall create a legal counsel advisory committee consisting of ~~members~~ attorneys from the Cities of Las Vegas, North Las Vegas, and Henderson and the County of Clark, herein referred to as the Joint Legal Counsel Advisory Committee. The Joint Legal Counsel Advisory Committee will be responsible for advising the LEOs, providing legal opinions and ensuring compliance with applicable laws. The Joint Legal Counsel Advisory Committee will also be responsible for rendering direction and suggestions to the LEOs in order to maintain due diligence compliance with the requirements of the WIOA. The LEOs shall formulate a schedule appointing one jurisdiction to assume the role of lead counsel, to be rotated no less than annually among those jurisdictions. The WC Board will be required to obtain separate representation on behalf of the members and the organization.

- B. LEOs shall ensure that any agreement between the WCB and any grant recipient and administrative agency contains insurance requirements and an indemnification clause that the WCB and grant recipient and administrative agency, if separate entities, and any of their subcontractors shall hold the LEOs, the respective counties and cities, their officers, agents, and employees harmless from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the management of and any activities relating to the local workforce investment area. Agreement
- C. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.
- D. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter thereto.
- E. The parties are associated with each other only for the purpose and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this agreement. Nothing in this agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party. Agreement
- F. This Agreement shall be effective on July 1, 2015 after approval by Resolutions adopted by the County Commission and City Councils of each county and city party hereto and executed by the chief elected official thereof pursuant to said resolution and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements under P.L. 105-220, the Workforce Investment Act of 1998.
- G. Amendments to this Agreement may be adopted by approval by all parties to this Agreement. This Agreement may be terminated in whole or in part in accordance with applicable provisions of state and federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the Chairperson of the County Commission and City Council of the aforementioned Counties and Cities.

COUNTY OF CLARK

Date of Board of County Commission Action: _____

Attest:

Steve Sisolak
Chairperson

Lynn Goya
County Clerk

COUNTY OF LINCOLN

Date of Board of County Commission Action: _____

Attest:

Kevin Phillips
Chairperson

Lisa C. Floyd
County Clerk

COUNTY OF NYE

Date of Board of County Commission Action: _____

Attest:

Lorinda Wichman
Chairperson

Sandra Merlino
County Clerk

COUNTY OF ESMERALDA

Date of Board of County Commission Action: _____

Attest:

Nancy Boland
Chairperson

LaCinda Elgan
County Clerk

CITY OF BOULDER CITY

Date of City Council Action: _____

Attest:

Roger Tobler
Mayor

Lorene Krumm
City Clerk

CITY OF HENDERSON

Date of City Council Action: _____

Attest:

Andy Hafen
Mayor

Sabrina Mercandante, MMC
City Clerk

Approved as to fiscal impact:

Bristol Ellington
Interim City Manager

Richard Derrick
Chief Financial Officer

Approved as to form:

Josh M. Reid
City Attorney

CITY OF LAS VEGAS

Date of City Council Action: _____

Attest:

Carolyn Goodman
Mayor

LuAnn D. Holmes
Acting City Clerk

Approved as to form:

Bradford Jerbic
City Attorey

CITY OF NORTH LAS VEGAS

Date of City Council Action: _____

Attest:

John Lee
Mayor

Barbara A. Andolina
City Clerk

Approved as to form:

Sandra Douglass-Morgan
City Attorney

WORKFORCE CONNECTIONS BOARD

Date of Board Action: _____

Attest:

Valerir Murzl
Chairperson

**AGREEMENT BETWEEN THE CHIEF LOCAL ELECTED OFFICIALS
CONSORTIUM AND THE WORKFORCE CONNECTIONS BOARD TO THE
SOUTHERN NEVADA WORKFORCE DEVELOPMENT AREA**

This Agreement, entered into this ____ day of _____, 2015, by and between the Chief Local Elected Officials Consortium (“LEOs”) and the WORKFORCE CONNECTIONS BOARD (“WCB”) for The Southern Nevada Workforce Development Area.

RECITALS

WHEREAS, the Southern Nevada Workforce Investment Board (“SNWIB”) now known as the Workforce Connections Board (“WCB”) entered into an Amended and Restated Agreement with the LEOs in July 2007; and

WHEREAS, the Agreement was authorized and entered under the Workforce Investment Act of 1998 (“WIA”); and

WHEREAS, the WIA has been repealed and replaced by the Workforce Innovation and Opportunities Act of 2014 (“WIOA” or “Act”); and

WHEREAS, the implementation of the WIOA has significantly changed the requirements of the LEOs and the WCB requiring a new agreement to be entered between the parties; and

WHEREAS, the WIOA authorizes the expenditure of federal funds for the furtherance of the Act in designated workforce investment areas; and

WHEREAS, pursuant to this Act, the Chief Local Elected Officials Consortium has been created and consists of elected officials of the Cities of Las Vegas, North Las Vegas, Henderson and Boulder City and the Counties of Clark, Lincoln, Nye and Esmeralda; and

WHEREAS, pursuant to the WIA, the aforementioned local government jurisdictions were designated as a local area under WIA and intend on continuing as a designated local area under the WIOA; and

← extra space

WHEREAS, the 20 C.F.R. § 679.310(c) authorizes the LEOs to enter into an agreement with the WCB to describe their respective roles; and

WHEREAS, to further performance accountability and alignment of goals pursuant to the Act, the LEOs and WCB desire to enter into this Agreement to outline the respective roles and responsibilities of the parties; and

NOW, THEREFORE, in accordance with the Act and related regulations and in consideration of the mutual covenants contained herein, the parties hereby agree to enter into this ~~agreement~~ to become compliant with WIOA as follows:

← Agreement

I. GENERAL PROVISIONS


- A. The LEOs are designated as the policy-making and budgetary control body for the WCB to the extent that such policies recognize and do not conflict with State law, the WIOA Compliance Policies and Regulations, and the terms of this Agreement.
- B. The LEOs and WCB are responsible for carrying out their respective responsibilities as outlined in the Act and in accordance with the guidelines contained in Federal Regulations, guidelines approved by the Governor of the State of Nevada, and the terms of this Agreement.
- C. The WCB shall be governed by the “Agreement between The Chief Local Elected Officials Consortium and the Workforce Connections Board” or any amendment and/or restatement thereof, which will provide the operational framework for the administration of and responsibility for WIOA funds.
- D. For purposes of carrying out the duties under WIOA, the WCB may incorporate, and may operate as an entity described in section 501(c)(3) of the Internal Revenue Code of 1986. If the WCB incorporates, it shall promptly notify the LEOs.

II. LEO RESPONSIBILITIES

- A. The LEOs shall perform all the functions of the local elected officials contained in the WIOA and serve as the local grant recipient for the grant funds allocated to the local area under section 107(d)(12)(B)(i) of the Act;
- B. The LEOs, through their respective governing bodies shall be financially liable for any misuse of grant funds pursuant to section 107(d)(12)(B)(i)(I) of the WIOA.
 - 1. WCB agrees the Chief Financial Officers or designee of the jurisdictions of the four major financial stakeholder jurisdictions (Clark County, Cities of Las Vegas, North Las Vegas, and Henderson) shall serve as ex-officio members of the WCB Budget Committee.
- C. The LEOs shall appoint the appropriate number of members to the WCB consistent with section 107(b) of the Act.
 - 1. WCB members shall be appointed by a majority vote of the LEOs.
- D. The LEOs may remove any member of the WCB for any reason by a majority vote by the LEOs at a regularly scheduled meeting of the LEOs.
 - 1. If a member is removed, a vacancy occurs and a new member shall be appointed by the LEOs pursuant to the LEO Consortium Agreement and consistent with the requirements of section 107(b) of the Act.

- E. Work with the Executive Director of Workforce Connections and staff to resolve any questions arising from the audits.
- F. Appoint and evaluate the Executive Director for Workforce Connections. The Executive Director shall serve at the pleasure of the LEOs and report directly to the LEOs. The Executive Director shall be directed and answer solely to the LEOs and the LEOs shall set qualifications of the Executive Director consistent with section 107(f)(2) of the Act.
 - 1. The Executive Director shall provide all information and documentation regarding all Workforce Connections administrative, operational, and fiscal matters to the LEOs at each LEO meeting or upon request from the LEO Consortium and to the WCB, upon request.

III. WCB RESPONSIBILITIES

- A. WCB shall elect a chairperson for the local board from among the representatives described in section 107(b)(3) of the Act.
- B. The WCB shall engage in regional planning process consistent with the requirements of section 106(c)(1) of the Act and submit the process to the LEOs for final approval.
- C. The WCB shall prepare, submit, and ~~obtain approval~~ of a single regional plan consistent with the requirements of section 106(c)(2) of the Act and submit the plan to the LEOs for final approval. 
- D. The duties of the WCB shall be as follows:
 - 1. Develop and submit a local plan to the Governor consistent with section 107(d)(1) and submit the plan to the LEOs for final approval.
 - 2. Conduct Workforce Research and Regional Labor Analysis as outlined in section 107(d)(2) of the Act.
 - 3. Convene local workforce development system stakeholders as outlined in section 107(d)(3) of the Act.
 - 4. Lead efforts to engage with a diverse range of employers and with entities in the Southern Nevada Workforce Development Area as outlined in section 107(d)(4) of the Act.
 - 5. Work with representatives of secondary and postsecondary education programs consistent with section 107(d)(5) of the Act.
 - 6. Lead efforts in the local area with proven and promising practices consistent with section 107(d)(6) of the Act.
 - 7. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and jobseekers as outlined in section 107(d)(7) of the Act.
 - 8. Conduct program oversight in partnership with the LEOs as outlined in section 107(d)(8).

9. Work together with the LEOs to reach an agreement with the Governor to establish performance accountability measures as described in section 116(c) of this Act.
 10. Select one-stop operators consistent with section 121(d) of the Act subject to the approval of the LEOs.
 11. Coordinate with education providers consistent with section 107(d)(11) of this Act.
- E. The WCB shall develop a budget for the activities of the local board in the area consistent with the local plan and the duties of the board as outlined in section III of this Agreement.
 - F. The WCB shall conduct an annual assessment of the accessibility for individuals with disabilities consistent with section 107(d)(13) of the Act.
 - G. The WCB shall be subject to the Sunshine Provision in Section 107(e) of the Act.
 - H. The WCB shall develop a comprehensive 4-year local plan as required under section 108 of the Act subject to LEO approval.
 - I. The WCB shall develop and maintain by-laws that must be approved by the LEOs to ensure orderly administration and functioning of the WCB.

VI. MISCELLANEOUS PROVISIONS

- A. The LEOs shall be responsible for creating and appointing members of boards, councils, committees, subcommittees or other advisory groups as mandated by the federal laws or regulations or as deemed necessary to ensure that the Workforce Connections conforms with applicable laws and meets the WIOA objectives.
- B. WCB shall ensure that any agreement between the WCB and any grant recipient and administrative agency contains insurance requirements and an indemnification clause that the WCB and grant recipient and administrative agency, if separate entities, and any of their subcontractors shall hold the LEOs, the respective counties and cities, their officers, agents, and employees harmless from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the management of and any activities relating to the local workforce investment area.
- C. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.
- D. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter thereto.
- E. The parties are associated with each other only for the purpose and to the extent set forth in this Agreement. Each party is and shall be separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this agreement.

Agreement



- F. This Agreement shall be effective on July 1, 2015 after approval by the governing bodies of each county and city and the WCB and shall thereupon act to repeal and supersede any and all prior written or oral agreements, including the Amended and Restated Agreement dated July 2007.
- G. This Agreement may be amended by mutual consent of the WCB and LEOs at any time. Either party may propose amendment(s) by providing written notice thereof, to the other party at least 60 days in advance of a regular meeting of the WCB. Any amendment must be approved by a majority vote of each party.
 - 1. Amendments to this Agreement become effective only upon concurrence of the respective county commissions and city councils of each county and city which is a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the Chairperson of the County Commission and City Council of the aforementioned Counties and Cities.

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COUNTY OF CLARK

Date of Board of County Commission Action: _____

Attest:

Steve Sisolak
Chairperson

Lynn Goya
County Clerk

COUNTY OF LINCOLN

Date of Board of County Commission Action: _____

Attest:

Kevin Phillips
Chairperson

Lisa C. Floyd
County Clerk

COUNTY OF NYE

Date of Board of County Commission Action: _____

Attest:

Lorinda Wichman
Chairperson

Sandra Merlino
County Clerk

COUNTY OF ESMERALDA

Date of Board of County Commission Action: _____

Attest:

Nancy Boland
Chairperson

LaCinda Elgan
County Clerk

CITY OF BOULDER CITY

Date of City Council Action: _____

Attest:

Roger Tobler
Mayor

Lorene Krumm
City Clerk

CITY OF HENDERSON

Date of City Council Action: _____

Attest:

Andy Hafen
Mayor

Sabrina Mercandante, MMC
City Clerk

Approved as to fiscal impact:

Bristol S. Ellington
Interim City Manager

Richard Derrick
Chief Financial Officer

Approved as to form:

Josh M. Reid
City Attorney

CITY OF LAS VEGAS

Date of City Council Action: _____

Attest:

Carolyn Goodman
Mayor

LuAnn D. Holmes
Acting City Clerk

Approved as to form:

Jack O. Eslinger
City Attorney

CITY OF NORTH LAS VEGAS

Date of City Council Action: _____

Attest:

John Lee
Mayor

Barbara A. Andolina
City Clerk

Approved as to form:

Sandra Douglass-Morgan
City Attorney

WORKFORCE CONNECTIONS BOARD

Date of Board Action: _____

Attest:

Valerie Murzl
Chairperson

Agenda item 8. DISCUSSION AND POSSIBLE ACTION:

Approve Recommended Within State Formula Allocation for Nevada
Workforce Innovation and opportunity Act (WIOA) Unified Plan

EMPLOYMENT
SECURITY
DIVISION

WORKFORCE
INVESTMENT
SUPPORT SERVICES



BRIAN SANDOVAL
GOVERNOR

DENNIS PEREA
INTERIM DIRECTOR

RENEE L. OLSON
ADMINISTRATOR

(date)

Virginia Hamilton
Regional Administrator, ETA San Francisco Regional Office
U.S. DOL/ETA
90 7th St., Ste. 17-300
San Francisco, CA 94103

Re: Modification of Nevada Integrated Workforce Plan for Title I of the Workforce Investment Act of 1998 and Wagner-Peyser Act and Agricultural Outreach

Dear Ms. Hamilton:

The Nevada Department of Training, Employment and Rehabilitation (DETR) respectfully requests to modify the Integrated Workforce Plan for Title I of the Workforce Investment Act of 1998 and Wagner-Peyser Act and Agricultural Outreach for the period of July 1, 2012 - June 30, 2017. Specifically, DETR wishes to modify the sections that describe the methodology to make in-state allocations and the Agricultural Outreach Plan.

Within State Allocations - Background

In 2013 one of Nevada's LWIBs requested a thorough review of the methodology and source documents used for the within state distribution of WIA funding. This resulted in several meetings with the LWIBs, in which it was decided that the Dislocated Worker allocation methodology needed revised. Research showed that the data used to calculate the respective share for Dislocated Worker funding was not representative of the true demand for workforce services in the State. These discussions led to recommendations from the State and both LWIB partners. A consensus was reached on how to proceed.

Proposed Methodology

The proposed methodology below is intended to replace the methodology that is in the current approved State Plan.

Dislocated Worker Methodology Changes (in red)

EMPLOYMENT SECURITY
DIVISION

Workforce Investment
Support Services



BRIAN SANDOVAL
Governor

DON SODERBERG
Director

RENEE L. OLSON
Administrator

February 3, 2015

Ardell Galbreth
Workforce Connections
6330 W Charleston Blvd Ste 150
Las Vegas NV 89146

Re: Department of Labor's (DOL) response to Nevada's State Integrated Workforce Plan for Title I modifications

Dear Mr. Galbreth,

On October 29, 2014, Department of Employment, Training and Rehabilitation (DETR), submitted a request to modify the formula allocations for the Dislocated Workers formula funds. This modification was based on the numerous meetings between both Local Workforce Investment Board's (LWIB) and DETR. On January 20, 2015 a response was received from DOL, below is the excerpt from that correspondence.

“President Obama signed into law the Workforce Innovation and Opportunity Act (WIOA) on July 22, 2014. Major portions of WIOA go into effect beginning July 1, 2015, including provisions related to the establishment of state policies related to the Dislocated Worker formulas that guide allocations of WIOA funds to the State's local workforce areas. The next within state allocation s must conform to WIOA requirements. Employment and Training Administration (ETA) intends to issue guidance in the coming months regarding development of state policies for within state allocations. Given the transition, ETA is not approving the State's proposed modifications to the WIA Dislocated Worker funds.”

Therefore based on this response DETR will await further directive from ETA and not change allocations at this time.

If you have any questions please feel free to contact me at (775) 684-0304 or ghnielson@nvdetr.org .

Sincerely

Grant Nielson, Chief
Workforce Investment Support Services (WISS)

cc: Don Soderberg, Director, DETR
Dennis Perea, Deputy Director, DETR
Renee L. Olson, Administrator, ESD
Lynda Parven, Deputy Director, ESD
Valerie Murzl, Board Chairperson
Lawrence Weekly, LEO Chairperson

500 East Third Street • Carson City, Nevada 89713 • (775) 684-0301 • Fax (775) 684-0327
2800 E. St. Louis Avenue • Las Vegas, Nevada 89104 • (702) 486-6632 • Fax (702) 486-6633
www.nvdetr.org

Factors:	Weightings	Data Source
Insured Unemployed	50%	R&A report: EM252 –R-1 (AR-6) Jan – Dec
Unemployment Concentrations	0%	N/A
Plant Closings/Mass Layoffs	0%	Justification: The data source for mass layoffs is not currently available in the new UI system and therefore it is being recommended that this measure be weighted at zero. Once this data is available again, an analysis will be conducted to determine if this would be a valid data source for this measure.
Declining Industries	0%	N/A
Farmer-Rancher Economic Hardship	0%	Justification: Nevada’s agriculture sector employment is small and valid data to support a weighting is not available. The previous data source was found to skew the allocation disproportionately to the northern LWIB.
Long-term Unemployed	50%	R&A report: EM252 -R-1 (AR-6) Jan - Dec

Based on the above methodology the current State Plan verbiage would change from:

B. Dislocated Worker Allotment

- 1) Insured unemployment @ 20%
- 2) Unemployment concentrations @ 0%
- 3) Plant closings and mass layoff @ 30%
- 4) Declining industries @ 0%
- 5) Farmer-rancher economic hardship @ 15%
- 6) Long-term unemployment @ 35%

to:

B. Dislocated Worker Allotment

- 1) Insured unemployment @ 50%
- 2) Unemployment concentrations @ 0%
- 3) Plant closings and mass layoff @ 0%
- 4) Declining industries @ 0%
- 5) Farmer-rancher economic hardship @ 0%
- 6) Long-term unemployment @ 50%

In addition to the methodology changes above the State wishes to change the hold harmless verbiage in the State Plan from:

Hold Harmless – In order to adjust for extreme or temporary changes in the yearly unemployment and economic disadvantage indicators or the policy year grant amount, a hold harmless provision may be implemented. The hold harmless provision calculates a 90% average of the allocations for the preceding two years, excluding rescission and re-allotment and adjusts the amounts in the summary table above to compensate for relative declines or increases in the new policy year allotments for the NLWIB and SLWIB.

to:

Hold Harmless – In order to adjust for extreme or temporary changes in the yearly unemployment and economic disadvantage indicators or the policy year grant amount, a hold harmless provision may be implemented **for Youth and Adult funding only**. The hold harmless provision calculates a 90% average of the allocations for the preceding two years, excluding rescission and re-allotment and adjusts the amounts in the summary table above to compensate for relative declines or increases in the new policy year allotments for the NLWIB and SLWIB.

Agricultural Outreach Plan Updates

DETR also wishes to update the current portions of the State Plan regarding Agricultural Outreach by replacing the current verbiage with the following:

Wagner-Peyser Agricultural Outreach: Each state workforce agency shall operate an outreach program in order to locate and to contact migrant and seasonal farmworkers (MSFWs) who are not being reached by the normal intake activities conducted by the local offices. To this end, each state agency must include in its State Operational Plan an annual agricultural outreach plan, setting forth numerical goals, policies, and objectives. Regulations at 20 CFR 653.107 require that the outreach plan include the following elements:

- ***Assessment of need***
- ***Proposed outreach activities***
- ***Services provided to agricultural employers and MSFWs through the One-Stop delivery system***
- ***Numerical goals***
- ***Data analysis***

I. Assessment of Need

- A. Nevada's Agriculture Industry Sector is a contributor to the overall economy of the state. In addition, Nevada's ranches rank third in the nation in size, averaging 3,500 acres. The following are the major agriculture activities relevant to the state: Range livestock production of cattle and calves which is the current leading agricultural industry. Then livestock of sheep, lambs and dairy; dairy production is mostly conducted in the southern part of Nevada. Crop growth follows with alfalfa hay being the dominant cash crop. Other crops produced in Nevada include potatoes, barley, winter and spring wheat, corn, oats, onions, garlic and honey.

- B. MSFW client registries continue to be low in the state of Nevada. There were eight (8) MSFW recipients registered in Program Year 2012 (PY12) with two (2) indicating a desire to continue work in the agricultural sector. Although both MSFW individuals were referred to agricultural jobs neither followed through with the job referral. Despite the increase in agriculture activities in Nevada MSFWs coming into the state seek employment in other industries such as the leisure and hospitality sector. The majority of job orders in Nevada are related to the H-2A temporary work visa program, which provides the bulk of the temporary agricultural labor force within the State of Nevada.

- C. During PY12 employers opened 52 agricultural job orders with 1,927 openings. There were 43 referrals (less than 1%) and no job placements. As mentioned previously the two (2) out of the six (6) MSFW clients registered in PY12 showed an interest continuing work in the agricultural sector but also showed interest in other types of employment. This continues to be the trend of MSFW clients transitioning to employment in other industries favoring jobs in other fields.

- D. Historically Nevada has registered a low number of MSFW clients. It is anticipated the level of agricultural activity will remain the same or decrease seeing that MSFW clients are interested in pursuing other job opportunities. According to the Quarterly Census of Employment and Wages Program Fourth Quarter 2012 Review issued June 2013, Nevada experienced employment loss in the agriculture sector, at 2,280 in the fourth quarter of 2011 which decreased to 2,197 in the fourth Quarter of 2012 a total loss of 83 jobs, a decrease of 3.6 percent. In addition, the article indicated the retail trade gained the most jobs year-over-year, increasing by 3,246 jobs resulting in a 2.4 percent growth rate. Collected data and research has demonstrated agriculture employment is subsided therefore MSFW activity is not expected to increase.

II. Proposed Outreach Activities

The State Monitor Advocate (SMA) in Nevada is a part-time funded position under the Employment Service Grant. The SMA is located in Carson City, Nevada. Working in Northern Nevada allows better access to the agricultural areas of the state given that most of the jobs are located in the Northern part. Additionally, the SMA is a Spanish language speaker improving communications with the MSFW community. For PY14, the SMA is forecasting coming into contact with a minimum of ten (10) MSFW clients. In order to identify MSFW clientele timely and accurately, the SMA is currently reviewing outreach procedures to incorporate into Nevada JobConnect (NJC) training to better serve eligible MSFW clients with equitable and quality services. In addition, the SMA will continue to reach out to community partners and agencies where MSFW individuals or groups may congregate. Pamphlets and a poster will be distributed in English and Spanish to help direct individuals to services offered to MSFW clients. NJC staff will continue to work hand-in-hand with agricultural workers providing the full range of services at all the NJC offices in the urban and rural locations.

III. Assessment of Available Resources

- A. Agricultural activity is not predominant in Nevada compared to other states. The number of registered MSFW clients does not justify assigning more than one (1) individual to conduct outreach more than part-time. However, NCJ staff will be trained to accurately identify MSFW clients to provide equitable services and provide direction to other resources available.
- B. According to 20 CFR 653.107(h)(3)(i), the five (5) states with the highest estimated year-round MSFW activity shall assign, in accordance with the state merit staff requirements, full-time, year-round staff to outreach duties. Nevada does not fall into this category; historical trends have resulted in low MSFW activity. Having said that, there has not been a need to increase outreach staff to provide aid to the MSFW population. The SMA currently conducting outreach is bilingual to assure better communication and understanding.
- C. Currently MSFW clients can go into any of the ten (10) NJC centers located statewide and get prompt attention in providing a full range of job services, such as: vocational counseling, job referrals, testing and other job development services. The SMA has created bilingual brochures and a poster explaining the purpose and intent of the MSFW program, along with an explanation of Employment Security Division (ESD) services with contact and location information for all NJC centers. These brochures and poster have been placed with various organizations across Nevada for distribution in the past and will continue to be a means of outreaching to MSFW clients. Nevada will work on increasing contact with the MSFW population by networking and mirror other state outreach activities.

III. Services Provided to MSFWs and Employers through the Nevada JobConnect System

- A. Services to MSFW Clients: The SMA will work with state and federal agencies, and private employers to accurately identify the MSFW population and encourage participation in the Nevada JobConnect system. Services include referrals to jobs, staff assistance, referrals to supportive services, career guidance and job placement.

- B. Employer Services: Availability of agricultural workers is insufficient to meet the needs of agricultural employers, which results in increased reliance on the Foreign Labor Certification H-2A program. H-2A application job orders are listed by industry category; NJC centers are able to provide information on job opportunities available to the MSFW community through the H-2A program.

V. Data Analysis (Data Extracted from NJCOS records)

1. Previous Year’s History (PY 2012: July 1, 2012 – June 30, 2013)

Number of Agricultural Openings Received:	1,927
Number of Agricultural Openings Filled:	0
Percent Filled:	0

2. Plan for Upcoming Year (PY 2014: July 1, 2014 – June 30, 2015)

Number of Agricultural Openings Received:	1,950
Number of Agricultural Openings Filled:	19
Percent Filled:	1.00%
Interstate clearance orders:	75
Initiated Interstate clearance orders:	10

VI. Other Requirements

- A. The State Monitor Advocate (SMA) of Nevada has been given the opportunity to develop the Agricultural Outreach Plan for PY14. Data used in this plan has been obtained from Nevada JobConnect Operating System (NJCOS), Northern Nevada Development Authority and Quarterly Census of Employment and Wages Program, which reflects Nevada's agricultural activity. In addition, the SMA looks forward to putting into practice strategies put forth in the Agricultural Outreach Plan for PY14 to reach out to MSFW who are not being reached by the normal intake activities.

- B. This Plan was sent electronically to Nevada 167 grantee, Mountain Plains Agricultural Services, Western Range Association and Snake River Farmers Association. In hand, the associations sent the plan to all employers they support in Nevada.

Notification and Approvals

These proposed changes to Nevada's State Plan were publicly noticed for comment on DETR's website for 30 days starting September 1 through September 30, 2014. The following comments were received:

(insert comments)

These changes were also distributed to the State's LWIBs for comment. The following comments were received:

(insert comments)

The Governors Workforce Investment Board reviewed and *(approved/disapproved)* these changes to the State Plan at their October 16, 2014 meeting.

Agenda item 9. DISCUSSION AND POSSIBLE ACTION:

Review, discuss and approve Workforce Connections' Strategic Work
Plan Goals Matrix in support of Southern Nevada Workforce
Development Area

Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 1: Implement Effective Policies for Management and Oversight of the One-Stop Delivery System

Strategy	Tactic	Timeline	Measurement	Status
1.1. Effectively transition system service delivery from WIA to WIOA.	1. Use Gantt Chart as central repository and tracking for all WIOA implementation activities.	March 2015 and ongoing	• Completed items "checked off" on the Gantt Chart	• In process
	2. Revise, modify and / or develop Workforce Connections' policies and associated contracts to ensure WIOA Compliance.	Ongoing	• Updates and recommendations to Board and Committees as needed	• In process
	3. Communicate the implementation plan and all necessary changes to necessary stakeholders through training and technical assistance.	Ongoing	• Updates and recommendations to Board and Committees as needed	• In process
	4. Evaluate implementation and transition plan for effectiveness and modify as necessary.	Ongoing	• Updates and recommendations to Board and Committees as needed	• In process
1.2. Maximize return on investment and manage resources responsibly with the highest standards.	1. Hire, retain and develop well qualified staff talent and encourage ongoing management and oversight training.	Ongoing	• Strategic staff recruitment and training program	• Ongoing
	2. Lend strong technical assistance support to awarded programs along with comprehensive fiscal oversight and accountability for productive outcomes.	Ongoing	• Unqualified fiscal auditing financial statements and less than ten noted monitoring findings identified by the State of Nevada and/or U.S. Department of Labor	• Due Monthly

Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 1: Implement Effective Policies for Management and Oversight of the One-Stop Delivery System

Strategy	Tactic	Timeline	Measurement	Status
1.3. Correct any noted auditing and monitoring findings.	1. Develop and document sound corrective action measures with permanent fixes to prevent noncompliance recurrence.	Ongoing updates by WC Management Team	• Corrective action validated along with findings closure notice from auditing/ monitoring agency	• Ongoing
	2. Provide technical assistance to staff and/or funded partners/service providers and ongoing training initiatives associated with awarded programs and funding.	Within 3 months of program/funding award	• Published training and technical assistance reports	• Ongoing
	3. Modify/update policies as necessary to avoid repeat auditing and monitoring findings.	Ongoing throughout each Program Year	• Quality Assurance Process	• Ongoing

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Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 2: Champion Youth Education, Training and Employment

Strategy	Tactic	Timeline	Measurement	Status
2.1. Address the educational and vocational needs of Out-of-school Youth.	1. Deliver holistic, wraparound youth services by partnering with educators, employers and community based organizations to identify and leverage resources.	Ongoing and throughout program year	<ul style="list-style-type: none"> Youth Panel Meetings Receipt of formal presentations and inputs from funded partners including the number of youth successfully served. 	• Ongoing
	2. Target hardest to service youth identified by Programs Committee and Youth Panel.	Ongoing each Program Year	<ul style="list-style-type: none"> Published Request for Proposals and award and execute contracts to qualified/certified partners and service providers to serve the identified populations. 	• In process
2.2. Engage and connect youth with career path and employment training opportunities relevant to the identified industry sectors.	1. Fund workforce development programs that prepare youth for successful entry into employment and lifelong learning opportunities in the identified industry sectors.	Ongoing throughout each Program Year	<ul style="list-style-type: none"> Publish Request for Proposals and award and execute contracts to qualified/certified partners and service providers 	• In process
	2. Partner with local employers to promote youth career preparedness and exposure through work-based learning opportunities.	Ongoing throughout each Program Year	<ul style="list-style-type: none"> Number of youth participating in work-based learning opportunities 	• Ongoing
	3. Secure local public-private partners with focus on youth education and training opportunities leading to promising careers.	Ongoing throughout each Program Year	<ul style="list-style-type: none"> Executed MOUs 	• Ongoing
	4. Establish a Youth One-Stop Career Center.	Ongoing	<ul style="list-style-type: none"> Executed contract with a One-Stop Operator 	• Ongoing

Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 2: Champion Youth Education, Training and Employment

Strategy	Tactic	Timeline	Measurement	Status
2.3. Expose youth to STEM skill sets, occupations, training and career pathways.	1. Partner with educators, employers and community organizations to increase exposure for youth to the necessary skills of the future workforce.	Ongoing throughout each Program Year	<ul style="list-style-type: none"> Increase system youth initiatives/activities, making sure they are both engaging and local industry-relevant 	<ul style="list-style-type: none"> In process
	1. Increase the STEM exposure for youth served by funded partners.	Ongoing throughout each Program Year	<ul style="list-style-type: none"> Include STEM requirements in service provider contracts with clear measurables 	<ul style="list-style-type: none"> In process

Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 3: Promote Quality Employment and Training Services for Adult and Dislocated Workers

Strategy	Tactic	Timeline	Measurement	Status
3.1. Leverage resources to provide more comprehensive service delivery by soliciting partnership agreements from both required and non-required partners.	1. Establish and maintain resource-sharing agreements with required and non-required One-Stop System partners.	Ongoing and throughout program year.	• Executed MOUs.	• In process
	2. Facilitate system-wide dialogue for the purpose of collaborating with partners and addressing the needs of job-seekers including targeted populations	Ongoing	• One-Stop System Panel Meetings • Special Populations Panel Meetings.	• In process
3.2 Build system capacity in order to increase quality of service	1. Continually evaluate system requirements and implement training activities as needed for system partners.	Ongoing	• Give quarterly updates of system-wide training activities.	• In process
	2. Through the Workforce Development Academy (WDA), continue to build capacity throughout the system	Ongoing and throughout program year	• Give quarterly updates of WDA enrollments.	• In process.
3.3. Transition and maintain a WIOA compliant One-Stop Operator in alignment with the Combined State Plan	1. Initiate a competitive procurement process and execute an MOU for a One-Stop Operator	Jun-15	• Executed MOU.	• In process.
	2. Execute WIOA-compliant MOU's with mandated System partners and facilitate the implementation through the One-Stop Operator.	Jun-15	• Executed MOUs.	• In process.
	3. Develop and implement an OSCC transition plan detailing potential barriers to an effective and timely transition to WIOA compliant Operator.	Jul-15	• Executed Plan	• In process

Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 4: Attract, Grow and Retain Businesses				
Strategy	Tactic	Timeline	Measurement	Status
4.1. Create a workforce system that champions business, education, training and workforce development.	1. Grow a strong network of business partners/local employers that looks to Workforce Connections' One-Stop Delivery System and Career Center(s) as their first choice for employment and training services	Annually	<ul style="list-style-type: none"> • At least 25 new employer customers per year. • At least 6 employers returning for additional services. • Host at least 2 hiring events with a minimum of 50 positions available per event. • Host 2 training events with a minimum of 100 attendees per event. 	• In progress
	2. Keep the Board informed of Business Engagement Activities and Initiatives	Quarterly	<ul style="list-style-type: none"> • Give quarterly updates of Business Engagement activities. • Give updates of Business Engagement Panel activities (# of members, # of meetings, actionable items, etc.) 	• Not started
4.2. Create a dynamic supply of trained, skilled workers to meet workforce demands of regional and industry sectors.	1. Partner with local businesses and training providers (colleges, universities, and apprenticeship trades) to gather business intelligence.	Ongoing as driven by business demands	<ul style="list-style-type: none"> • Business Engagement Panel Meetings • Number of New Compact Members • Publishing and distributing Business Intelligence Reports to One-Stop Operators and other System Partners 	• In progress

Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 4: Attract, Grow and Retain Businesses				
Strategy	Tactic	Timeline	Measurement	Status
	2. Develop and coordinate training activities based on business intelligence.	Ongoing as driven by business demands	<ul style="list-style-type: none"> • Response by One-Stop Operators and other funded partners, including a description of actions taken/not-taken in response to Business Intelligence Reports • Number of New Trainings added to the ETPL based on Business Intelligence • Number of participants placed in employment based on new trainings (measurement dependent on completion of New ETPL Process) 	<ul style="list-style-type: none"> • Not started
4.3. Align workforce development resources to be anchored by the following industry sectors: <ul style="list-style-type: none"> • Agriculture • Aerospace & Defense • Information Technology • Clean Energy • Health & Medical Services • Logistics & Operations • Manufacturing • Mining & Materials • Tourism, Gaming & Entertainment. 	1. Team up with the Economic Development agencies to support Business Retention and Expansion in the Local Area	Ongoing	<ul style="list-style-type: none"> • Appropriate representation on board, committees and/or panels 	<ul style="list-style-type: none"> • One LVGEA board member

Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

Strategic Work Plan Goals Matrix

Goal 4: Attract, Grow and Retain Businesses				
Strategy	Tactic	Timeline	Measurement	Status
	2. Continue to support DETR's sector councils.	Ongoing	<ul style="list-style-type: none"> • Consistent attendance and participation by WC staff and board members at DETR sector councils. 	• Ongoing
	3. Allocate resources yearly to support sector initiatives.	Ongoing	<ul style="list-style-type: none"> • Funded partners contracts include resource requirement support to industry sectors • Fund system-building initiatives 	<ul style="list-style-type: none"> • New funded partner contracts on July 1, 2015. • Developing additional system-building initiatives
	4. Develop career pathway initiatives focused on the highest growth/highest wage industry sectors in the Local Area	Jun-16	<ul style="list-style-type: none"> • Develop specialized pathways for IT, Healthcare & Manufacturing. 	• In progress
	5. Streamline board membership application and approval process to identify and document strong credentials for membership.	May/June 2015	<ul style="list-style-type: none"> • New Board members appointed to all required positions. • Board re-certification. 	• In progress
	4.4. Maintain a compliant, engaged, effective and efficient board.	1. Implement a Recruitment Committee that builds a pool for potential board, committee and panel members	Oct-15	<ul style="list-style-type: none"> • Committee stood-up • Pool of ready candidates
	2. Implement a continual Board Member development program	Dec-15	<ul style="list-style-type: none"> • Orientation • Training • Conferences 	• Orientation, Ethics and Open Meeting Law Trainings are scheduled

Agenda item 10. DISCUSSION AND POSSIBLE ACTION:

Ratify Workforce Connections' ADW contract with Lincoln County Grants Administration as a One-Stop Affiliate Site for Lincoln County to deliver career and training services to adults and dislocated workers in an amount not to exceed \$100,000 for the contract period July 1, 2015 through June 30, 2016



Adult & Dislocated Worker Programs

Scope of Work

Program Year 2015

Program Name:	Lincoln County Workforce
Location:	360 Lincoln St. Caliente, NV 89008
Funding Stream:	WIA Adult and Dislocated Worker Program
Accomplishments: (Briefly describe a “success story”)	The program is now recognized as a resource for help in Lincoln County. Last year was the first time that Lincoln County met and exceeded its enrollment numbers. This year is continuing on this successful path.
Target Population:	WIA/WIOA Eligible Adult and Dislocated Workers residing in Lincoln County, Nevada.
Program Description:	The program will provide Lincoln County residents with workforce training opportunities, job readiness skills, and employment. Program outreach and recruitment will occur through connections with other agencies, collaborative events and personal contact. The program will coordinate training opportunities to support career pathways and job development of Lincoln County Workforce. Activities will align workforce, economic development and employment initiatives to maximize skills/training attainment, employment growth and economic opportunities for Lincoln County residents and employers. Workforce training, On-the-Job training and work experience will be developed to address the needs of Lincoln County. The program will provide job readiness and job placement services, on-the-job training opportunities and targeted workforce skills training to Lincoln County residents and dislocated workers through the development of customized initiatives. Activities in job searching, resume writing and networking for participants will be documented to show efficiency and success. A complete profile of Lincoln County businesses, agencies, economic development committees, education organizations and community organizations will be maintained with their current needs. Program successes and feedback will be reported to community stakeholders. WIA Title I Common Measures will be applied to determine success needs for job placement, job training and OJT programs offered in Lincoln County.
Unique & Exemplary Attributes:	The Lincoln County Adult program will work to take advantage of being based in Lincoln County. This program will collaborate with the youth program and other agencies to reach and provide training and services to adults. Strong connections with the Adult Education Program through Lincoln County School District will help our clients achieve basic education needs. There will be continued monitoring of industry expansions planned in Lincoln County with the bio fuels/power, tourism and local food through the Cooperative Extension Economic Development Program. There will be a need for



	<p>labor in these areas in the next year. The youth center will be hiring more people and a gold mine is scheduled to open in the next two years. Jobs outside of Lincoln County will also be researched and provided to participants. More frequent employment areas such as mining, health and transportation have been targeted. Most of our outreach and recruitment consists of strong connections with local businesses and agencies to assist with their hiring needs.</p>
<p>Contact Person & Information:</p>	<p>Darby Porter, dporter@lcworkforce.org, (775) 726-3800 Jaime Torrealday, jtorrealday@lcworkforce.org, (775) 726-3800 Holly Gatzke, gatzkeh@unce.unr.edu, (775) 726-3109</p>

Agenda item 11. DISCUSSION AND POSSIBLE ACTION:

Ratify Workforce Connections’ contract award of National Emergency Grant (NEG) funds to the sub-recipients listed below. NEG funds can only be expended on WIOA training activities for eligible Dislocated Workers.

- a. Academy of Human Development..... \$50,000
 - b. Easter Seals Nevada \$50,000
 - c. Goodwill of Southern Nevada..... \$50,000
 - d. HELP of Southern Nevada..... \$25,000
 - e. Las Vegas Clark County Urban League..... \$50,000
 - f. ResCare Workforce Services \$500,000
 - g. Nevada Partners, Inc. \$100,000
 - h. Nye Communities Coalition..... \$35,000
- \$860,000**



workforce **CONNECTIONS**
PEOPLE. PARTNERSHIPS. POSSIBILITIES.

National Emergency Grants (NEGs) temporarily expand the service capacity of WIA/WIOA Dislocated Worker training and employment programs by providing funding assistance in response to large, unexpected economic events which cause significant job losses.

NEGs generally provide resources to states and Local Workforce Development Boards (LWDBs) to quickly train and reemploy dislocated workers by offering training to increase occupational skills.

Nevada was awarded job-driven NEG funds in June, 2013, to serve Dislocated Workers with a priority given to individuals who are long-term unemployed and to those who have been profiled as likely to exhaust their unemployment benefits. The NEG also places an emphasis on serving military service members who have been discharged, either voluntarily or involuntarily, who also meet Dislocated Worker eligibility criteria.

Agenda item 12. DISCUSSION AND POSSIBLE ACTION:

Ratify Workforce Connections’ contract award of Adult & Dislocated Worker funds to the sub-recipients listed below. The funds will be used to ensure continuity of employment and training services for 1,600 actively enrolled participants who were transferred from PY2014 funded sub-recipients

- a. Academy of Human Development..... \$35,000
 - b. HELP of Southern Nevada..... \$40,000
 - c. Nevada Partners, Inc. \$75,000
 - d. ResCare Workforce Services \$100,000
- \$250,000**

Agenda item 13. DISCUSSION AND POSSIBLE ACTION:

Ratify Workforce Connections' contract award to ResCare Workforce Services for an additional \$250,000 to deliver services out of the One-Stop Career Center. The funds will be used to amend ResCare's current PY2015 contract to allow for staffing adjustments and additional funds for training and supportive services for eligible Adults and Dislocated Workers.



ResCare
Workforce Services

Career Center Services

ResCare Workforce Services is the leading provider of **Career Centers** in the United States, offering a full complement of hiring solutions to employers in hundreds of locations from coast to coast. Our 2,000 workforce professionals specialize in using labor market information to help companies recruit, train and retain the more than one million job seekers who utilize our career centers to search for jobs every year. Here's how we do it:

Recruiting Quality Employees

We use a combination of internet resources, newspaper advertisements, radio commercials, local partnerships, hiring events and one-on-one interviews to recruit the perfect employees for small and large companies throughout the United States. In addition, we partner with local schools and community agencies to ensure that job seekers respond to the job vacancies posted at the Career Centers we operate.

Training Future Employees

Preparing job seekers to succeed in new work environments is a service we provide that benefits many businesses. We help our job seekers leverage training opportunities to improve their chances of securing vacant positions that require special technical abilities and important soft skills. Some of the training opportunities we facilitate include:

- Proprietary Online Training & Assessment Technology
- On-the-Job Training
- Customized Training Reimbursement
- Occupational Skills Training
- Pre-Vocational Training

Retaining the Best Employees

Our workforce professionals know that retaining quality employees is just as important as hiring them for businesses interested in protecting their bottom lines. Our catalog of employer services helps businesses remain competitive by offering the following retention supports:

- New Hire Support & Follow-Up
- Layoff Aversion
- Business Advisory Councils
- Outplacement Assistance
- Government Tax Incentive Support

Visit our website ResCare.com/Workforce to find a Career Center near you or email us at WorkforceServices@ResCare.com with questions about how we can support your hiring needs.

ResCare | 9901 Linn Station Road | Louisville, KY 40223 | 502.420.2528 | ResCare.com

**Agenda Item 13**

Program Year:	PY2015
Program/Agency Name:	ResCare Workforce Services
Location:	6330 W. Charleston Blvd, Suite 190 Las Vegas, NV 89146
Program Type: <i>(Please note the funding stream)</i>	WIA/WIOA Adult/Dislocated Worker
Program Dates:	July 1, 2015 – June 30, 2016
Amount Recommended:	\$250,000.00
Explanation of Recommendation:	<p>For its first two years, the One-Stop Career Center was operated by a Consortium of partners, including representatives from a number of WC's sub-contracted service providers. Under that model, WC employed staff to provide assistance to customers at the front desk and resource room, as well as perform a myriad of administrative tasks on behalf of the Consortium.</p> <p>As WC took action to competitively procure a One-Stop Operator for PY2015, in compliance with WIOA requirements, it was not known who the winning bidder would be. In order to maintain as much continuity as possible through the transition, WC originally planned to keep those staff members on payroll and providing the same types of support to the new Operator.</p> <p>After ResCare Workforce Services was selected as the Operator, contract negotiations began to reveal that the efficiency of the customer flow at the One-Stop would be maximized by having them employ those staff members directly, rather than functionally supervise staff working for WC. There are also limitations as to the types of services that staff from a Local Workforce Development Board can perform, which do not apply the One-Stop Operator.</p> <p>As a result, WC and ResCare came to an agreement whereby ResCare would hire four of the staff members previously employed by WC and WC would transfer the funds to pay the salaries, etc. for those individuals from its budget to ResCare's.</p> <p>With the reconstitution of the WC board in process, it was not possible to bring forth that recommendation until August 2015. In the meantime, ResCare was asked to move funding in its budget from direct services to personnel to cover the costs starting on July 1st.</p>
Contact Person & Info.:	Lynn Hoffman, Project Director (702) 822-4202

Agenda item 14. DISCUSSION AND POSSIBLE ACTION:

Ratify Workforce Connections' no-cost contract extension to the Nevada Department of Correction to ensure the continuation of pre-release employment and training assistance to incarcerated individuals at Florence McClure Women's Correctional Center. The current contract will be extended with a contract period of November 12, 2014 to June 30, 2016.

**Board of State
Prison Commissioners**

**BRIAN SANDOVAL
Governor**

**BARBARA CEGAVSKE
Secretary of State**

**ADAM PAUL LAXALT
Attorney General**



**STATE OF NEVADA
DEPARTMENT OF CORRECTIONS**



**BRIAN SANDOVAL
Governor**

**JAMES G. COX
Director**

Re-Entry Services
3955 W. Russell Road, Las Vegas, NV 89118
Phone: (702) 486-9941 - Fax: (702) 486-9969

Date: June 17, 2015

To: Ardell Galbreth – Southern Nevada Workforce Connection

From: John H. Collins – State Wide Re-Entry Administrator, Nevada Department of Corrections

Re: No Cost Contract Extension – Women’s Opportunity for Work Program (W.O.W.)
Florence McClure Women’s Correctional Center (FMWCC)

We are pleased to share with you that after overcoming a lengthy process of contract approvals as well as the new NDOC internal approval procedure, which includes addressing the safety and security needs of the correctional institution, the W.O.W. Program is up and running and we are making strides towards meeting our mutually agreed upon goals.

To date, our first client set has completed the Work Keys Career Assessment and is being trained in the following pre-vocational skills:

- “I Am Powerful” (Life Skills)
- Work Readiness/Professionalism
- Basic Computers

Additionally, this group is actively participating in the Culinary Line Cook vocational program and will achieve certification on July 1, 2015. Our clients are excited about the program and we have received positive feedback from our program partners indicating that our clients are engaged and grasping the course material.

As of the date of this letter, our current enrollment stands at 26. However, W.O.W. is gaining momentum through the recruitment efforts of our staff and positive word of mouth from the clients enrolled in the program. Some of our challenges have been:

- Perspective participants not having I-9 documents on file
- Enrolled clients being moved to other institutions after enrollment

These issues are being addressed and staff is working diligently with prospective enrollees to obtain social security cards and birth certificates so that they can participate in this valuable program. The interest from prospective clients is high, and we are confident that with a no-cost extension, we will meet our goals and see our clients through a successful program year.

Thank you.

A handwritten signature in black ink, appearing to read "John H. Collins".

John H. Collins - State Wide Re-Entry Administrator



No Cost Extension

Program Year:	2014-2015
Program/Agency Name:	Nevada Department of Corrections Florence McClure Women’s Correctional Center (FMWCC)
Location:	4370 Smiley Rd. Las Vegas, NV 89115
Amount Awarded:	\$800,000.00
Amount Expended:	\$94,548.06 through invoices submitted to WC for expenses through June 30, 2015
Justification for NCE:	Although Workforce Connections had approved funding it took a considerable amount of time to get funding to NDOC. Due to several contracts with program providers, and determine how the funding would be moved from WC to NDOC. This process entailed several meetings with the Executive Budget Office. Once this was accomplished we were six months in to the contract. At present we are submitting invoices and providing services that we had agreed to do. NDOC would request the opportunity to be granted a NCE until June 30, 2016.
Program Type: <i>(Please note the funding stream)</i>	WIA/WIOA Adult
Program Dates:	Initial Contract Term: 11/12/2014 – 9/30/2015 Proposed NCE Term: 11/12/2014 – 06/30/2016
Target Population:	WIA/WIOA Eligible Adult Inmates at FMWCC
Program Description:	<p>This program is designed to identify and reach out to female offenders, many of whom are at an extreme disadvantage trying to re-enter the workplace after incarceration. Research also shows that female offenders typically have significant mental health issues as many have been victims of physical and/or sexual abuse and have not received adequate treatment for those concerns. The goal is provide work skills, supportive services and counseling to increase employability and improve the offender’s chances of success upon release.</p> <p>Program Manager will supervise Case Managers and oversee the program. The NDOC Re-Entry Program Officer II will manage eligibility and referral of offenders to the program.</p> <p>Skills Assessment</p> <ul style="list-style-type: none"> • NDOC re-entry staff will select female offenders meeting the target population. • Case managers will provide career assessment to help participants identify their vocational skills and interests.



	<p>Pre-Vocational/ Life Skills / Basic Computer Skills</p> <ul style="list-style-type: none"> • Life Skills Training – Classes to improve self-esteem: A majority of women offenders have very low self esteem which has lead them to make poor choices. These classes will assist the offenders with improving their self concept. • Computer Literacy/Basic Computer Skills: These classes should help inmates become familiar with basic computer functions and programs (ie keyboard functions, Microsoft programs Word, Excel, PowerPoint etc.) • Employment Related Soft Skills: These classes are designed to provide employment soft skills such as resume writing, job search, interviewing skills, customer services, etc. <p>Supportive Services –</p> <ul style="list-style-type: none"> • Mental Health/Substance Abuse Treatment - To address the need for mental health and substance abuse treatment. Participants will receive a mental health and substance abuse evaluation conducted by the contracted vendor. <ul style="list-style-type: none"> ○ Comprehensive Mental Health and Substance Abuse Evaluation/Assessment. ○ Mental health and substance abuse individual or group therapy/counseling sessions, as needed. ○ Mental health and substance abuse group counseling, as needed. <p>Release Assistance</p> <ul style="list-style-type: none"> • 30 day bus pass to assist with employment needs. • Support for maintaining a residence for the first 30 days after release. <p>Vocational Skills Training – Use Eligible Training Provider List (ETPL)</p> <p>http://www.nvworkforceconnections.org/?page_id=6300</p> <ul style="list-style-type: none"> • The vocational programs being provided will reflect the needs and skills of the participants.
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	<p>CFR§ 663.500 Subpart E – Eligible Training Providers</p> <p>The workforce investment system established under WIA emphasizes informed customer choice, system performance, and continuous improvement. The eligible provider process is part of the strategy for achieving these goals. Local Boards, in partnership with the State, identifying training providers and programs whose performance qualifies them to receive WIA funds to train adults and dislocated workers. In order to maximize customer choice and assure that all significant population groups are served, States and local areas should administer the eligible provider process in a manner to assure that significant numbers of competent providers, offering a wide variety of training programs and occupational choices, are available to customers. After receiving core and intensive services and in consultation with case managers, eligible participants who need training use the list of these eligible providers to make an informed choice. The ability of providers to successfully perform, the procedures State and Local Boards use to establish eligibility, and the degree to which information, including performance information, on those providers is made available to customers eligible for training services, are key factors affecting the successful implementation of the Statewide workforce investment system. This subpart describes the process for determining eligible training providers.</p>
<p>Contact Person & Info.:</p>	<p>Tanya Hill Assistant Warden of Programs, FMWCC (702) 668-7210 thill@doc.nv.gov</p> <p>or</p> <p>Trinette Burton Program Officer II, FMWCC Re-Entry (702) 668-7294 tburton@doc.nv.gov</p>

Agenda item 15. DISCUSSION AND POSSIBLE ACTION:

Ratify Workforce Connections' no-cost contract extension to UNLV Continuing Education to prepare nurses for a nursing career in acute care settings with GAP Training for RN: Transition into Practice Program. The current contract will be extended with a contract period of November 1, 2014 to June 30, 2016.



No Cost Extension

Program Year:	July 1, 2015 – June 30, 2016
Program/Agency Name:	Gap Training for RNs Program – Transition into Practice/UNLV Continuing Education
Location:	851 E. Tropicana Ave. Las Vegas, NV 89119
Amount Awarded:	\$157,580
Amount Expended:	\$42,420
Justification for NCE:	The program was approved in November 2014. Two cohorts have run since the start date. Additional cohorts scheduled to assist RNs with a program to bridge the current gap to employment
Program Type: <i>(Please note the funding stream)</i>	WIA-Workforce Connections
Program Dates:	Fall Cohort 2015, Spring cohort 2016, Summer cohort 2016
Target Population:	RNs looking to enter into acute care, new graduates & returning to practice RNs
Program Description:	Prepare for a nursing career in acute care settings with GAP Training for RN: Transition into Practice Program. Whether you are newly graduated and still looking for your first RN position, a RN currently working in non-acute care setting who needs additional hospital experience to qualify for a job in acute care, or a returning to practice RN who needs precepted hours to complete an RN refresher, this training is for you. This eight week program offers real-life experience within a structured transitional training program to enhance skills, competence, and confidence, and decrease medication errors and job stress. Nurse participants will be assigned to an acute care unit at a Las Vegas area acute care facility where they will work alongside an experienced preceptor. Nurses will also practice skills in a high-tech medical simulation lab and participate in online learning opportunities focused on quality and safety in professional practice. You will build your resume, make professional connections, and be guaranteed an interview with the hospital for a full time position. Full tuition for this program is supported through grant funding for those who qualify. Minimum qualifications for the program are: participants must show proof of Nevada residency and a Nevada RN license.
Contact Person & Info.:	UNLV Continuing Education Jodi Gilliland 851 E. Tropicana Ave Las Vegas, NV 89119 702-895-5441 Jodi.gilliland@unlv.edu

Agenda item 16. DISCUSSION AND POSSIBLE ACTION:

Review, discuss, accept and approve reports:

- a. PY2015 WIA Formula Budget July 1, 2015 through June 30, 2016
- b. Budget vs. Actual Finance Report (Workforce Connections Operations) for the period July 1, 2014 through June 30, 2015 (Formula WIA)
- c. Awards & Expenditures Monthly Update (Status of Service Providers)
- d. WIOA Expenditure Tracking – Adult/Dislocated Worker/Youth
- e. Workforce Connections Professional Services Contracts (Please note: any pending contract presented for approval may be reviewed and examined in its entirety by any member of this Consortium upon request). **PENDING CONTRACTS FOR APPROVAL ARE HIGHLIGHTED IN THE ATTACHED.**

a. PY2015 WIA Formula Budget July 1, 2015 through June 30, 2016

**WORKFORCE CONNECTIONS
PY2015 WIA Formula Budget
July 1, 2015 - June 30, 2016
(Revised Budget - August 1, 2015)**

Revenue by Funding Stream	Approved Budget PY2015	Proposed Budget PY2015	\$ Change	Available for LWIB Operations		Community Resource Allocations	TOTAL
				10% Admin	15% Program		
PY2014 Adult	4,300,000	4,300,000	-	430,000	645,000	3,225,000	4,300,000
PY2014 Dislocated Worker	1,000,000	1,000,000	-	100,000	150,000	750,000	1,000,000
PY2014 Youth	3,000,000	3,000,000	-	300,000	450,000	2,250,000	3,000,000
PY2015 Adult	7,375,010	7,375,010	-	737,501	1,106,252	5,531,257	7,375,010
PY2015 Dislocated Worker	4,448,425	4,448,425	-	444,843	667,264	3,336,318	4,448,425
PY2015 Youth	5,973,728	5,973,728	-	597,373	896,059	4,480,296	5,973,728
Other Revenues (Program Income and Interest)	60,025	60,025	-		25	60,000	60,025
Total Revenue by Funding Stream	\$ 26,157,188	\$ 26,157,188	\$ -	\$ 2,609,717	\$ 3,914,600	\$ 19,632,871	\$ 26,157,188
			0.0%	Subtotal Board Operations		\$ 6,524,317	

Notes:

1. PY2015 Revenues include WIA funding in the total amount of \$17,797,163.
2. Carry forward funds have been estimated for PY2014 in the amount of \$8,300,000.
3. The Department of Labor allows local boards to expend up to 10% of their total allocation for administrative costs. WC also allocates 15% of the total allocation for program management and oversight.
4. WIA funds have a two year life at the local board level and an additional year at the state level.

Community Resource Allocations	Approved Budget PY2015	Proposed Budget PY2015	\$ Change	One-Stop Centers	One-Stop System	Community Resource Allocations	TOTAL
Adult Services	8,786,257	8,786,257	-	547,058	1,151,268	7,087,931	8,786,257
Dislocated Worker Services	4,116,318	4,116,318	-	234,454	493,401	3,388,463	4,116,318
Youth Services	6,730,296	6,730,296	-		250,000	6,480,296	6,730,296
Subtotal Community Resource Allocations	\$ 19,632,871	\$ 19,632,871	\$ -	\$ 781,512	\$ 1,894,669	\$ 16,956,690	\$ 19,632,871

Board Operations	Approved Budget PY2015	Proposed Budget PY2015	\$ Change	Admin	Program	Total
Subtotal Operating Expenditures	6,524,317	6,524,317	-	1,745,704	4,778,613	6,524,317
Total Expenditures	\$ 26,157,188	\$ 26,157,188		\$ 1,745,704	\$ 4,778,613	
Fund Balance	\$ -	\$ -		\$ 864,013	\$ (864,013)	\$ -

NOTE: PY2014 funding period is available July 1, 2014 through June 30, 2016 (after two years, funds revert to the State for one additional year)
PY2015 funding period is available July 1, 2015 through June 30, 2017 (after two years, funds revert to the State for one additional year)

WORKFORCE CONNECTIONS
PY2015 WIA Formula Budget
July 1, 2015 - June 30, 2016
(Revised Budget - August 1, 2015)

Board Operations	Authorized FTE	Actual FTE	Approved Budget PY2015	Proposed Budget PY2015	\$ Change	Admin	Program	Total
6500 Salaries	33.18	25.95	2,692,533	2,692,533	-	538,507	2,154,026	2,692,533
7000 Accounting and Auditing			270,000	270,000	-	270,000	-	270,000
7005 Legal Fees			70,000	70,000	-	70,000	-	70,000
7010 Legal Publication Advertising			18,000	18,000	-	4,500	13,500	18,000
7020 Licenses and Permits			3,000	3,000	-	750	2,250	3,000
7025 Dues and Subscriptions			15,000	15,000	-	3,750	11,250	15,000
7030 Postage and Delivery			6,000	6,000	-	1,500	4,500	6,000
7035 Printing and Reproduction			11,000	11,000	-	2,750	8,250	11,000
7040 Office Supplies			31,500	31,500	-	7,875	23,625	31,500
7045 Systems Communications			87,000	87,000	-	21,750	65,250	87,000
7050 Training, and Seminars - Staff			70,000	70,000	-	17,500	52,500	70,000
7055 Travel and Mileage - Staff			72,000	72,000	-	18,000	54,000	72,000
7060 Utilities			30,000	30,000	-	7,500	22,500	30,000
7065 Telephone			30,000	30,000	-	7,500	22,500	30,000
7070 Facilities Rent/Lease			189,414	189,414	-	47,354	142,060	189,414
7075 Facilities Repairs and Maintenance			135,500	135,500	-	33,875	101,625	135,500
7080 Admin Support Contracts			118,000	118,000	-	118,000	-	118,000
7085A Program Support Contracts			190,000	190,000	-	-	190,000	190,000
7085B Program Support Contracts - IT NVTrac/Web			195,000	195,000	-	-	195,000	195,000
7090 Non-Board Meetings and Outreach			43,000	43,000	-	10,750	32,250	43,000
7095 Board Meetings and Travel			25,000	25,000	-	-	25,000	25,000
7100 Insurance			50,000	50,000	-	12,500	37,500	50,000
7100-7120 Employee Fringe Benefits			846,140	846,140	-	211,535	634,605	846,140
7125 Employer Payroll Taxes			80,777	80,777	-	20,194	60,583	80,777
7130/7135 Payroll Services and Bank Fees			11,000	11,000	-	11,000	-	11,000
7200 Equipment - Operating Leases			32,500	32,500	-	8,125	24,375	32,500
7215/8500 Capital - Equipment and Furniture			102,500	102,500	-	25,625	76,875	102,500
8500 Capital - Tenant Improvements			19,950	19,950	-	4,988	14,962	19,950
8900 Strategic Initiative - WIA			179,503	179,503	-	44,876	134,627	179,503
8900 Strategic Initiative - 1st Qtr 2016			900,000	900,000	-	225,000	675,000	900,000
Subtotal Board Operations			6,524,317	6,524,317	-	1,745,704	4,778,613	6,524,317

**Workforce Connections
Program Year 2015
WIA Formula Budget Narrative**

Workforce Connections is responsible for providing management and oversight of the Workforce Investment Area's employment and training programs and services. The Board's staff provides direct support to the Workforce Investment Area by carrying out the Board's operations plans. Staff responsibilities include implementing Board policies and establishing techniques and methods to achieve the Board's mission. Staff administers and oversees all internal administrative service provisions, including program administration, management analysis and administration support for the Workforce Investment Board.

Revenues:

Workforce Investment Act (WIA) Program Year PY2015 allotted funds are in the amount of \$17,797,163. Funding is allocated among the three funding streams: Adult - \$7,375,010, Dislocated Worker - \$4,448,425, Youth - \$5,973,728.

Funding for PY2015 decreased by \$1,598,980 (8.24%), compared to the PY 2014 WIA allocation which was \$19,396,143.

Other anticipated funding includes estimated operating carry forward funds from PY2014 WIA allocation of \$8,300,000 and program income/interest at \$60,025.

Total budgeted revenues for PY2015 are \$26,157,188.

Expenditures – Community Resource Allocation:

In June 2015, the Board approved Adult & Dislocated Worker funded contracts for Nye Communities Coalition in the amount of \$575,000, for Lincoln County Grants Administration in the amount of \$100,000, for Easter Seals Nevada in the amount of \$600,000 for services for adults with disabilities, and for Las Vegas Urban League in the amount of \$2,450,000 for services primarily to veterans. They also approved Youth funded contracts for Lincoln County Grants Administration in the amount of \$150,000, for Nye Communities Coalition in the amount of \$350,000, for St. Jude's Ranch in the amount of \$350,000, for Olive Crest in the amount of \$500,000, and for Goodwill Industries of Southern Nevada in the amount of \$500,000.

Administrative and Program Operating Expenditures – Board Staff:

The Department of Labor allows local workforce investment boards to expend up to 10% of their total formula funding allocation for administrative services. For programmatic operations and oversight, the board of directors has allocated 15% of the total budget allocation. Such operational and management oversight includes, but is not limited to:

- Providing technical assistance to contracted service providers

- Tracking and monitoring of participating clients and performance outcome
- Program oversight and monitoring of service provider contracts

6500 - Salaries: \$2,692,533 –Allocated costs for administrative and program staff salaries.

7000 - Accounting and Auditing: \$270,000 – Allocated costs for the A-133 audit as well as extended accounting, financial consulting, and technical support.

A-133 Audit	\$ 80,000
Auditing Services	\$ 25,000
Accounting Services	\$165,000

7005 Legal Fees: \$70,000 – Allocated costs for legal services in areas such as board and official open meetings preparation including review of agendas, contract agreements, RFPs, and policies.

7010 Legal Publication Advertising: \$18,000 – Allocated costs for legal publications including job postings, Request for Proposals notices, and controlled advertisements.

7020 Licenses and Permits: \$3,000 – Allocated costs for software licenses and permits associated with new computers or purchased upgrades for current software.

7025 Dues and Subscriptions: \$15,000 – Allocated costs for memberships in trade and technical associations that benefit Workforce Connections’ outreach and oversight initiatives. They offer valuable key contacts for workforce/economic development and technical information support.

7030 Postage and Delivery: \$6,000 –Allocated costs for postage and mail delivery including such activities as routine postage, courier delivery service, and Federal Express delivery.

7035 Printing and Reproduction: \$11,000 – Allocated costs for monthly copier per copy charges and other ancillary copying and printing costs associated with Board administration and daily operations.

7040 Office Supplies: \$31,500 – Allocated costs for various office supplies needed for daily operations.

7045 Systems Communications: \$87,000 – Allocated costs for support systems such as data backup, T-1 computer lines, and web hosting for internal e-mail support.

7050 Training and Seminars (Staff): \$70,000 – Allocated costs for local and out-of-town staff training and seminars for both local and out-of-town locations for fiscal, program, and systems management.

7055 Travel and Mileage (Staff): \$72,000 – Allocated costs for local mileage and out-of-town staff travel for grant related matters, State and USDOL sponsored training and conferences.

Mileage includes an array of programmatic and fiscal activities, local and rural areas site reviews and monitoring visits to ensure compliance with WIA initiatives and work plans.

- 7060 Utilities: \$30,000** – Allocated costs for utilities for the new location. Utilities are included in our current lease agreement.
- 7065 Telephone: \$30,000** – Allocated costs for all activities related to telephone services including local and long distance phone charges and wireless communication.
- 7070 Rent (Offices): \$189,414** – Allocated costs for Workforce Connections’ office space for staff in support of the Board’s administrative and programmatic functions.
- 7075 Facilities Maintenance: \$135,500** – Allocated costs for equipment or facility repairs and maintenance and security guard services.
- 7080 Admin Support Contracts: \$118,000** – Allocated costs for administrative support agreements, HR consultant and temporary staffing with focus on administrative, fiscal, and personnel management.
- 7085A Program Support Contracts: \$190,000** – Allocated costs for program support training agreements.
- 7085B Program Support Contracts – IT NVTrac and Web: \$195,000** – Allocated costs for temporary staffing to support program and data support activities.
- 7090 Non-Board Meetings and Outreach: \$43,000** – Allocated costs for business and employer outreach initiatives to attract businesses and establish partnerships for workforce development and employer services.
- 7095 Board Meetings and Travel: \$25,000** – Allocated costs for facility and event related charges tied to board and committee meetings and Board travel to grant activities
- 7100 Insurance: \$50,000** – Allocated costs for Board anticipated liability insurance costs for workers’ compensation, general business liability, auto, and Board of Directors’ and officers’ omission and errors liability.
- 7100-7120 Employee Fringe Benefits: \$846,140** –Allocated costs for employee benefits including medical, dental, life insurance, and Public Employees Retirement System (PERS) contributions. A rate of 35% of the total salaries is used to calculate the fringe benefits.
- 7125 - Employer Payroll Taxes: \$80,777** –Allocated costs for employer payroll taxes which are calculated at 3% of total salaries.
- 7130-7135 Bank/Payroll Services: \$11,000** –Allocated costs for various banking services which include wire transfers, ACH payments, and payroll services.

Bank Fees	\$6,000
Payroll Services	\$5,000

- 7200 Equipment – Operating Leases: \$32,500** – Allocated costs for existing leases on copiers and postage meter equipment as well as any rental equipment needed in daily operations.
- 8500 Capital – Equipment and Furniture: \$122,450** – Allocated costs for equipment and furniture including computers, servers, and furniture for administrative and programmatic support staff.
- 8900 Strategic Initiatives: \$1,079,503** – These funds are available to be allocated for future workforce initiatives approved by the Board.

**WORKFORCE CONNECTIONS
PY2015 WIA Formula Budget
One Stop Center - Charleston
(Revised Budget - August 1, 2015)**

One-StopCenter	Authorized FTE	Actual FTE	Approved Budget PY2015	Proposed Budget PY2015	\$ Change	Admin	Program	Total
6500 Salaries	0.90	0.90	224,407	53,179	(171,228)	1,595	51,584	53,179
7000 Accounting and Auditing			5,000	5,000	-	5,000	-	5,000
7005 Legal Fees					-			-
7010 Legal Publication Advertising					-			-
7020 Licenses and Permits					-			-
7025 Dues and Subscriptions			1,000	1,000	-		1,000	1,000
7030 Postage and Delivery			6,000	6,000	-		6,000	6,000
7035 Printing and Reproduction			4,500	4,500	-		4,500	4,500
7040 Office Supplies			22,500	22,500	-		22,500	22,500
7045 Systems Communications			25,500	25,500	-		25,500	25,500
7050 Training, and Seminars - Staff			3,000	3,000	-		3,000	3,000
7055 Travel and Mileage - Staff			2,000	2,000	-		2,000	2,000
7060 Utilities			30,000	30,000	-		30,000	30,000
7065 Telephone			2,700	2,700	-		2,700	2,700
7070 Facility Rent/Lease			146,000	146,000	-		146,000	146,000
7075 Facilities Repairs and Maintenance			100,025	100,025	-		100,025	100,025
7080 Admin Support Contracts			6,000	6,000	-	6,000	-	6,000
7085A Program Support Contracts			20,000	20,000	-		20,000	20,000
7085B Program Support Contracts - IT NVTrac/Web					-			-
7090 Non-Board Meetings and Outreach			1,800	1,800	-		1,800	1,800
7095 Board Meetings and Travel					-			-
7100 Insurance			12,900	12,900	-		12,900	12,900
7100-7120 Employee Fringe Benefits			71,411	18,613	(52,798)		18,613	18,613
7125 Employer Payroll Taxes			6,057	1,595	(4,462)		1,595	1,595
7130/7135 Payroll Services and Bank Fees			950	950	-	950	-	950
7200 Equipment - Operating Leases			45,500	45,500	-		45,500	45,500
7215/8500 Capital - Equipment and Furniture			7,750	7,750	-		7,750	7,750
GASB Depreciation			140,000	140,000	-		140,000	140,000
8900 Strategic Initiative - WIA			125,000	125,000	-		125,000	125,000
Subtotal One-Stop Center			1,010,000	781,512	(228,488)	13,545	767,967	781,512

**Workforce Connections
Program Year 2015
WIA One-Stop Center Budget Narrative-Adjustment Requests**

- 6500 - Salaries: \$53,179 – A decrease of \$171,228 –** Allocated costs for administrative and program staff salaries. The decrease is a result of the One-Stop operator employing three employees from Workforce Connections that worked in the One-Stop Center previously.

- 7000 - Accounting and Auditing: \$5,000 –** Allocated costs for the A-133 audit as well as extended accounting, financial consulting, and technical support.

- 7025 Dues and Subscriptions: \$1,000 –** Allocated costs for memberships in trade and technical associations that benefit Workforce Connections’ outreach and oversight initiatives. They offer valuable key contacts for workforce/economic development and technical information support.

- 7030 Postage and Delivery: \$6,000 –** Allocated costs for postage and mail delivery including such activities as routine postage, courier delivery service, and Federal Express delivery.

- 7035 Printing and Reproduction: \$4,500 –** Allocated costs for monthly copier per copy charges and other ancillary copying and printing costs associated with Board administration and daily operations.

- 7040 Office Supplies: \$22,500 –** Allocated costs for program support training agreements and security guard costs.

- 7045 Systems Communications: \$25,500 –** Allocated costs for support systems such as data backup, T-1 computer lines, and web hosting for internal e-mail support.

- 7050 Training and Seminars (Staff): \$3,000 –** Allocated costs for local and out-of-town staff training and seminars for both local and out-of-town locations for fiscal, program, and systems management.

- 7055 Travel and Mileage (Staff): \$2,000 –** Allocated costs for local mileage and out-of-town staff travel for grant related matters, State and USDOL sponsored training and conferences. Mileage includes an array of programmatic and fiscal activities, local and rural areas site reviews and monitoring visits to ensure compliance with WIA initiatives and work plans.

- 7060 Utilities: \$30,000 –** Allocated costs for utilities for the new location. Utilities are included in our current lease agreement.

- 7065 Telephone: \$2,700 –** Allocated costs for all activities related to telephone services including local and long distance phone charges and wireless communication.

- 7070 Rent (Offices): \$146,000 –** Allocated costs for Workforce Connections’ office space for staff in support of the Board’s administrative and programmatic functions.

- 7075 Facilities Maintenance: \$100,025** – Allocated costs for equipment or facility repairs and maintenance.
- 7080 Admin Support Contracts: \$6,000** – Allocated costs for administrative support agreements, HR consultant and temporary staffing with focus on administrative, fiscal, and personnel management.
- 7085A Program Support Contracts: \$20,000** – Allocated costs for program support training agreements and security guard costs.
- 7090 Non-Board Meetings and Outreach: \$1,800** – Allocated costs for business and employer outreach initiatives to attract businesses and establish partnerships for workforce development and employer services.
- 7100 Insurance: \$12,900** – Allocated costs for Board anticipated liability insurance costs for workers' compensation, general business liability, auto, and Board of Directors' and officers' omission and errors liability.
- 7100-7120 Employee Fringe Benefits: \$18,613 – A decrease of \$52,798** – Allocated costs for employee benefits including medical, dental, life insurance, and Public Employees Retirement System (PERS) contributions. A rate of 35% of the total salaries is used to calculate the fringe benefits. The decrease is a result of the One-Stop operator employing three employees from Workforce Connections that worked in the One-Stop Center previously.
- 7125 Employer Payroll Taxes: \$1,595 – A decrease of \$4,462** – Allocated costs for employer payroll taxes which are calculated at 3% of total salaries. The decrease is a result of the One-Stop operator employing three employees from Workforce Connections that worked in the One-Stop Center previously.
- 7130-7135 Bank/Payroll Services: \$950** – Allocated costs for various banking services which include wire transfers, ACH payments, and payroll services.
- 7200 Equipment – Operating Leases: \$45,500** – Allocated costs for existing leases on copiers and postage meter equipment as well as any rental equipment needed in daily operations.
- 8500 Capital – Equipment and Furniture: \$7,750** – Allocated costs for equipment and furniture including computers, servers, and furniture for administrative and programmatic support staff.

**WORKFORCE CONNECTIONS
PY2015 WIA Formula Budget
One Stop System
(Revised Budget - August 1, 2015)**

One-Stop System	Authorized FTE	Actual FTE	Approved Budget PY2015	Proposed Budget PY2015	\$ Change	Admin	Program	Total
6500 Salaries	9.38	7.38	698,158	683,158	(15,000)	20,495	662,663	683,158
7000 Accounting and Auditing			18,000	18,000	-	18,000	-	18,000
7005 Legal Fees			30,000	30,000	-	30,000	-	30,000
7010 Legal Publication Advertising			1,000	1,000	-		1,000	1,000
7020 Licenses and Permits			500	14,500	14,000		14,500	14,500
7025 Dues and Subscriptions			3,500	3,500	-		3,500	3,500
7030 Postage and Delivery			-	-	-		-	-
7035 Printing and Reproduction			4,500	4,500	-		4,500	4,500
7040 Office Supplies			10,000	10,000	-		10,000	10,000
7045 Systems Communications			11,310	11,310	-		11,310	11,310
7050 Training, and Seminars - Staff			9,756	9,756	-		9,756	9,756
7055 Travel and Mileage - Staff			18,480	18,480	-		18,480	18,480
7060 Utilities			-	-	-		-	-
7065 Telephone			5,720	5,720	-		5,720	5,720
7070 Facility Rent/Lease			-	-	-		-	-
7075 Facilities Repairs and Maintenance			-	-	-		-	-
7080 Admin Support Contracts			17,000	17,000	-	17,000	-	17,000
7085A Program Support Contracts			59,500	59,500	-		59,500	59,500
7085B Program Contracts - IT NVTrac/Web			15,000	15,000	-		15,000	15,000
7085C Program Contracts - Workforce Dev. Academy			100,000	100,000	-		100,000	100,000
7090 Non-Board Meetings and Outreach			58,500	58,500	-		58,500	58,500
7095 Board Meetings and Travel			-	-	-		-	-
7100 Insurance			19,000	19,000	-		19,000	19,000
7100-7120 Employee Fringe Benefits			222,087	216,087	(6,000)		216,087	216,087
7125 Employer Payroll Taxes			21,620	21,108	(512)		21,108	21,108
7130-7135 Payroll Services and Bank Fees			1,500	1,500	-	1,500	-	1,500
7200 Equipment - Operating Leases			-	-	-		-	-
7500 Participant Training			614,000	200,000	(414,000)		200,000	200,000
7215/8500 Capital - Equipment and Furniture			37,000	37,000	-		37,000	37,000
8510 Capital - Tenant Improvements			15,050	15,050	-		15,050	15,050
8900 Strategic Initiative - WIA			-	-	-		-	-
8900 Strategic Initiative - 1st Qtr 2016			325,000	325,000	-		325,000	325,000
Subtotal One-Stop System			2,316,181	1,894,669	(421,512)	86,995	1,807,674	1,894,669

**Workforce Connections
Program Year 2015
WIA One-Stop System Budget Narrative-Adjustment Requests**

- 6500 - Salaries: \$683,158 – A decrease of \$15,000 –** Allocated costs for administrative and program staff salaries. The decrease is a result of funding the One-Stop Operator for assuming 4 positions from Workforce Connections that were not included in the original award to the Operator. The Operator will receive an additional \$250,000 to assume the 4 positions. The adjustments from the One-Stop Center budget, coupled with the ones from the System budget will generate the \$250,000 funding needed.
- 7000 - Accounting and Auditing: \$18,000 –** Allocated costs for the A-133 audit as well as extended accounting, financial consulting, and technical support.
- 7005 Legal Fees: \$30,000 –** Allocated costs for legal services in areas such as board and official open meetings preparation including review of agendas, contract agreements, RFPs, and policies.
- 7010 Legal Publication Advertising: \$1,000 –** Allocated costs for legal publications including job postings, Request for Proposals notices, and controlled advertisements.
- 7020 Licenses and Permits: \$14,500 – An increase of \$14,000 –** Allocated costs for software licenses and permits associated with new computers or purchased upgrades for current software. The increase is due to reclassifying the license fees for the Workkeys assessment tool from line item 7500 Participant Training.
- 7025 Dues and Subscriptions: \$3,500 –** Allocated costs for memberships in trade and technical associations that benefit Workforce Connections' outreach and oversight initiatives. They offer valuable key contacts for workforce/economic development and technical information support.
- 7035 Printing and Reproduction: \$4,500 –** Allocated costs for monthly copier per copy charges and other ancillary copying and printing costs associated with Board administration and daily operations.
- 7040 Office Supplies: \$10,000 –** Allocated costs for program support training agreements and security guard costs.
- 7045 Systems Communications: \$11,310 –** Allocated costs for support systems such as data backup, T-1 computer lines, and web hosting for internal e-mail support.
- 7050 Training and Seminars (Staff): \$9,756 –** Allocated costs for local and out-of-town staff training and seminars for both local and out-of-town locations for fiscal, program, and systems management.
- 7055 Travel and Mileage (Staff): \$18,480 –** Allocated costs for local mileage and out-of-town staff travel for grant related matters, State and USDOL sponsored training and conferences.

Mileage includes an array of programmatic and fiscal activities, local and rural areas site reviews and monitoring visits to ensure compliance with WIA initiatives and work plans.

- 7065 Telephone: \$5,720** – Allocated costs for all activities related to telephone services including local and long distance phone charges and wireless communication.

- 7080 Admin Support Contracts: \$17,000** – Allocated costs for administrative support agreements, HR consultant and temporary staffing with focus on administrative, fiscal, and personnel management.

- 7085A Program Support Contracts: \$59,500** – Allocated costs for program support training agreements and security guard costs.

- 7085B Program Support Contracts – IT NVTrac and Web: \$15,000** – Allocated costs for temporary staffing to support program and data support activities.

- 7085C Program Support Contracts – Workforce Dev. Academy: \$100,000** – Allocated costs for temporary staffing to support program and data support activities.

- 7090 Non-Board Meetings and Outreach: \$58,500** – Allocated costs for business and employer outreach initiatives to attract businesses and establish partnerships for workforce development and employer services.

- 7100 Insurance: \$19,000** – Allocated costs for Board anticipated liability insurance costs for workers’ compensation, general business liability, auto, and Board of Directors’ and officers’ omission and errors liability.

- 7100-7120 Employee Fringe Benefits: \$216,087 – A decrease of \$6,000** – Allocated costs for employee benefits including medical, dental, life insurance, and Public Employees Retirement System (PERS) contributions. A rate of 35% of the total salaries is used to calculate the fringe benefits. **Same explanation for the salary reduction above.**

- 7125 Employer Payroll Taxes: \$21,108 – A decrease of \$512** – Allocated costs for employer payroll taxes which are calculated at 3% of total salaries. **Same explanation for the salary reduction above.**

- 7130-7135 Bank/Payroll Services: \$1,500** – Allocated costs for various banking services which include wire transfers, ACH payments, and payroll services.

- 7500 Participant Training: \$200,000 – A decrease of \$414,000** – Contracts for training initiatives related to apprenticeship preparation, Workkeys, tutoring and Health GAP training. **The decrease is a result of tracking the Health GAP training and the apprenticeship preparation contracts on the service provider expenditure report. The Workkeys licensing portion was moved to line item 7020 Licenses and Permits above.**

- 8500 Capital – Equipment and Furniture, Tenant Improvements: \$52,050** – Allocated costs for equipment and furniture including computers, servers, and furniture for administrative and programmatic support staff.

b. Budget vs. Actual Finance Report (Workforce Connections Operations) for the period July 1, 2014 through June 30, 2015 (Formula WIA)

For the Period : July 1, 2014 through June 30, 2015

PY2014 WIA Formula Expenses
Administrative and Program Operating Budget

JUNE 2015 YTD

Line Item Number	Budget			ACTUAL EXPENSES			% OF PROGRAM YEAR COMPLETED			100%			
	Operating Expenses	Admin	Program	Total	Admin	Program	Total	0			% Expended from Budget		
								Admin	Program	Total	Admin	Program	Total
6500	Salaries	538,507	2,154,026	2,692,533	526,189	1,723,817	2,250,005	12,318	430,209	442,528	97.71%	80.03%	83.56%
7000	Accounting and Auditing	270,000	0	270,000	206,460	0	206,460	63,540	0	63,540	76.47%	0.00%	76.47%
7005	Legal Fees	70,000	0	70,000	11,848	0	11,848	58,152	0	58,152	16.93%	0.00%	16.93%
7010	Legal Publication Advertising	4,500	13,500	18,000	472	1,507	1,979	4,028	11,993	16,021	10.48%	11.17%	10.99%
7020	Licenses and Permits	750	2,250	3,000	179	597	777	571	1,653	2,223	23.93%	26.55%	25.90%
7025	Dues and Subscriptions	3,750	11,250	15,000	548	2,954	3,502	3,202	8,296	11,498	14.63%	26.25%	23.35%
7030	Postage & Delivery	1,500	4,500	6,000	513	1,840	2,352	987	2,660	3,648	34.17%	40.89%	39.21%
7035	Printing and Reproduction	2,750	8,250	11,000	538	2,104	2,643	2,212	6,146	8,357	19.57%	25.51%	24.02%
7040	Office Supplies	7,875	23,625	31,500	4,380	16,363	20,743	3,495	7,262	10,757	55.62%	69.26%	65.85%
7045	System Communications	21,750	65,250	87,000	15,831	57,357	73,187	5,919	7,893	13,813	72.78%	87.90%	84.12%
7050	Training and Seminars	17,500	52,500	70,000	5,524	29,326	34,850	11,976	23,174	35,150	31.56%	55.86%	49.79%
7055	Travel and Mileage (Staff)	18,000	54,000	72,000	8,106	40,289	48,395	9,894	13,711	23,605	45.03%	74.61%	67.22%
7060	Utilities	7,500	22,500	30,000	5,728	20,754	26,482	1,772	1,746	3,518	76.38%	92.24%	88.27%
7065	Telephone	7,500	22,500	30,000	2,145	12,710	14,856	5,355	9,790	15,144	28.61%	56.49%	49.52%
7070	Rent	47,354	142,060	189,414	38,666	140,234	178,899	8,688	1,826	10,515	81.65%	98.71%	94.45%
7075	Facilities Maintenance	12,500	37,500	50,000	8,451	30,513	38,964	4,049	6,987	11,036	67.61%	81.37%	77.93%
7080/7085	Support Contracts	118,000	385,000	503,000	103,039	304,177	407,216	14,961	80,823	95,784	87.32%	79.01%	80.96%
7090	Non-Board Meetings & Outreach	10,750	32,250	43,000	4,608	19,124	23,733	6,142	13,126	19,267	42.87%	59.30%	55.19%
7095	Board Meetings and Travel	0	25,000	25,000	0	20,431	20,431	0	4,569	4,569	0.00%	81.73%	81.73%
7100	Insurance	12,500	37,500	50,000	4,190	18,643	22,832	8,310	18,857	27,168	33.52%	49.71%	45.66%
7120	Employee Fringe Benefits	211,535	634,605	846,140	147,970	537,248	685,219	63,565	97,357	160,921	69.95%	84.66%	80.98%
7125	Employer Payroll Taxes	20,194	60,583	80,777	13,529	49,742	63,271	6,665	10,841	17,506	66.99%	82.11%	78.33%
7130/7135	Payroll Services and Bank Fees	11,000	0	11,000	7,223	63	7,285	3,777	-63	3,715	65.66%	0.00%	66.23%
7200	Equipment - Operating Leases	8,125	24,375	32,500	6,652	24,105	30,757	1,473	270	1,743	81.87%	98.89%	94.64%
8500	Equipment and Furniture	30,613	91,837	122,450	23,313	83,660	106,973	7,300	8,177	15,477	76.15%	91.10%	87.36%
8900	Strategic Initiative (Operations)	436,844	1,310,531	1,747,375	0	0	0	436,844	1,310,531	1,747,375	0.00%	0.00%	0.00%
	Total	1,891,297	5,215,392	7,106,689	1,146,100	3,137,560	4,283,660	745,197	2,077,832	2,823,029	60.60%	60.16%	60.28%

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c. Awards & Expenditures Monthly Update (Status of Service Providers)

**Workforce Connections
Awards and Expenditures
Program Year 2012/2013/2014 Adult/Dislocated Worker Programs
June 30, 2015**

Amounts for Providers reflect invoiced allowable expenditures through June 2015. Starred lines only reflect expenditures through May 2015.

Providers highlighted in red are on high risk status.

Providers highlighted in pink have an active pink paper.

WIA PY14 One-Stop Adult							
Provider	Contract Dates	Contract Award	Adult Expenditures	DW Expenditures	Total Invoiced	% Spent	Remaining Balance
Academy of Human Development	11/1/14-6/30/15	\$ 150,000	\$ 127,281		\$ 127,281	84.85%	\$ 22,719
Foundation for an Independent Tomorrow	7/1/14-6/30/15	\$ 480,000	\$ 465,518		\$ 465,518	96.98%	\$ 14,482
GNJ Family Life Center	7/1/14-6/30/15	\$ 200,000	\$ 127,586		\$ 127,586	63.79%	\$ 72,414
Goodwill of Southern Nevada	7/1/14-6/30/15	\$ 480,000	\$ 433,805		\$ 433,805	90.38%	\$ 46,195
Nevada Partners, Inc	7/1/14-6/30/15	\$ 480,000	\$ 461,827		\$ 461,827	96.21%	\$ 18,173
So. NV Regional Housing Authority	7/1/14-6/30/15	\$ 480,000	\$ 276,510		\$ 276,510	57.61%	\$ 203,490
Total		\$ 2,270,000	\$ 1,892,528	\$ -	\$ 1,892,528	83.37%	\$ 377,472

WIA PY14 One-Stop DW							
Provider	Contract Dates	Contract Award	Adult Expenditures	DW Expenditures	Total Invoiced	% Spent	Remaining Balance
Academy of Human Development	11/1/14-6/30/15	\$ 150,000		\$ 123,581	\$ 123,581	82.39%	\$ 26,419
Foundation for an Independent Tomorrow	7/1/14-6/30/15	\$ 320,000		\$ 212,286	\$ 212,286	66.34%	\$ 107,714
GNJ Family Life Center	7/1/14-6/30/15	\$ 250,000		\$ 159,717	\$ 159,717	63.89%	\$ 90,283
Goodwill of Southern Nevada	7/1/14-6/30/15	\$ 320,000		\$ 259,530	\$ 259,530	81.10%	\$ 60,470
Nevada Partners, Inc	7/1/14-6/30/15	\$ 320,000		\$ 218,975	\$ 218,975	68.43%	\$ 101,025
So. NV Regional Housing Authority	7/1/14-6/30/15	\$ 320,000		\$ 168,680	\$ 168,680	52.71%	\$ 151,320
Total		\$ 1,680,000	\$ -	\$ 1,142,768	\$ 1,142,768	68.02%	\$ 537,232

WIA PY14 Home Office Adult							
Provider	Contract Dates	Contract Award	Adult Expenditures	DW Expenditures	Total Invoiced	% Spent	Remaining Balance
Academy of Human Development	11/1/14-6/30/15	\$ 100,000	\$ 95,530		\$ 95,530	95.53%	\$ 4,470
Bridge Counseling Associates	7/1/14-6/30/15	\$ 200,000	\$ 174,771		\$ 174,771	87.39%	\$ 25,229
Foundation for an Independent Tomorrow	7/1/14-6/30/15	\$ 200,000	\$ 199,235		\$ 199,235	99.62%	\$ 765
GNJ Family Life Center	7/1/14-6/30/15	\$ 200,000	\$ 168,767		\$ 168,767	84.38%	\$ 31,233
Goodwill of Southern Nevada	7/1/14-6/30/15	\$ 275,000	\$ 240,951		\$ 240,951	87.62%	\$ 34,049
Nevada Hospital Association	7/1/14-6/30/15	\$ 200,000	\$ 174,764		\$ 174,764	87.38%	\$ 25,236
Nevada Partners, Inc	7/1/14-6/30/15	\$ 275,000	\$ 253,314		\$ 253,314	92.11%	\$ 21,686
Salvation Army	7/1/14-6/30/15	\$ 250,000	\$ 250,000		\$ 250,000	100.00%	\$ -
So. NV Regional Housing Authority	7/1/14-6/30/15	\$ 275,000	\$ 205,598		\$ 205,598	74.76%	\$ 69,402
Total		\$ 1,975,000	\$ 1,762,929	\$ -	\$ 1,762,929	89.26%	\$ 212,071

**Workforce Connections
Awards and Expenditures
Program Year 2012/2013/2014 Adult/Dislocated Worker Programs
June 30, 2015**

Amounts for Providers reflect invoiced allowable expenditures through June 2015. Starred lines only reflect expenditures through May 2015.

Providers highlighted in red are on high risk status.

Providers highlighted in pink have an active pink paper.

WIA PY14 Home Office DW							
Provider	Contract Dates	Contract Award	Adult Expenditures	DW Expenditures	Total Invoiced	% Spent	Remaining Balance
Academy of Human Development	11/1/14-6/30/15	\$ 100,000		\$ 75,607	\$ 75,607	75.61%	\$ 24,393
Bridge Counseling Associates	7/1/14-6/30/15	\$ 195,000		\$ 156,787	\$ 156,787	80.40%	\$ 38,213
Foundation for an Independent Tomorrow	7/1/14-6/30/15	\$ 195,000		\$ 195,000	\$ 195,000	100.00%	\$ -
GNJ Family Life Center	7/1/14-6/30/15	\$ 195,000		\$ 162,975	\$ 162,975	83.58%	\$ 32,025
Goodwill of Southern Nevada	7/1/14-6/30/15	\$ 185,000		\$ 153,252	\$ 153,252	82.84%	\$ 31,748
Nevada Hospital Association	7/1/14-6/30/15	\$ 195,000		\$ 165,253	\$ 165,253	84.75%	\$ 29,747
Nevada Partners, Inc	7/1/14-6/30/15	\$ 185,000		\$ 164,489	\$ 164,489	88.91%	\$ 20,511
So. NV Regional Housing Authority	7/1/14-6/30/15	\$ 185,000		\$ 157,175	\$ 157,175	84.96%	\$ 27,825
Total		\$ 1,435,000	\$ -	\$ 1,230,539	\$ 1,230,539	85.75%	\$ 204,461

WIA PY11/12/13 Other (Disabilities, Re-Entry, Rural, Veterans)							
Provider	Contract Dates	Contract Award	Adult Expenditures	DW Expenditures	Total Invoiced	% Spent	Remaining Balance
Foundation for an Independent Tomorrow - Re-Entry	7/1/14-6/30/15	\$ 700,000	\$ 648,347		\$ 648,347	92.62%	\$ 51,653
Easter Seals Nevada - Disabilities	4/1/13-6/30/15	\$ 922,456	\$ 735,746	\$ 171,410	\$ 907,157	98.34%	\$ 15,299
Las Vegas Clark County Urban League - Veterans	2/1/14-6/30/15	\$ 800,000	\$ 481,648	\$ 318,352	\$ 800,000	100.00%	\$ 0
Lincoln County - Rural	7/1/14-6/30/15	\$ 100,000	\$ 65,404	\$ 8,490	\$ 73,894	73.89%	\$ 26,106
Nevada Department of Corrections	11/12/14-9/30/15	\$ 800,000	\$ 72,017		\$ 72,017	9.00%	\$ 727,983
Nye Communities Coalition - Rural	7/1/14-6/30/15	\$ 700,000	\$ 476,695	\$ 158,505	\$ 635,200	90.74%	\$ 64,800
Total		\$ 4,022,456	\$ 2,479,856	\$ 656,758	\$ 3,136,614	77.98%	\$ 885,842

WIA PY14 NEG							
Provider	Contract Dates	Contract Award	Adult Expenditures	DW Expenditures	Total Invoiced	% Spent	Remaining Balance
Academy of Human Development	11/1/14-6/30/15	\$ 100,000		\$ 14,629	\$ 14,629	14.63%	\$ 85,371
Bridge Counseling Associates	7/1/14-6/30/15	\$ 120,000		\$ -	\$ -	0.00%	\$ 120,000
Easter Seals Nevada - Disabilities	1/1/15-6/30/15	\$ 60,000		\$ 17,216	\$ 17,216	28.69%	\$ 42,784
Foundation for an Independent Tomorrow	7/1/14-6/30/15	\$ 170,000		\$ 16,889	\$ 16,889	9.93%	\$ 153,111
GNJ Family Life Center	7/1/14-6/30/15	\$ 220,000		\$ 2,340	\$ 2,340	1.06%	\$ 217,660
Goodwill of Southern Nevada	7/1/14-6/30/15	\$ 125,000		\$ 4,154	\$ 4,154	3.32%	\$ 120,846
Nevada Hospital Association	7/1/14-6/30/15	\$ 120,000		\$ 9,099	\$ 9,099	7.58%	\$ 110,901
Nevada Partners, Inc	7/1/14-6/30/15	\$ 125,000		\$ 800	\$ 800	0.64%	\$ 124,200
So. NV Regional Housing Authority	7/1/14-6/30/15	\$ 125,000		\$ -	\$ -	0.00%	\$ 125,000
Total		\$ 1,165,000	\$ -	\$ 65,126	\$ 65,126	5.59%	\$ 1,099,874

Total PY11-PY12 Adult/DW		\$ 12,547,456	\$ 6,135,313	\$ 3,095,191	\$ 9,230,504	73.56%	\$ 3,316,952
			66%	34%			

**Workforce Connections
Awards and Expenditures
Program Year 2011/2012/2013 Youth Programs
June 30, 2015**

Amounts for Providers reflect invoiced allowable expenditures through June 2015. Starred lines only reflect expenditures through May 2015.

Providers highlighted in red are on high risk status.

Providers highlighted in pink have an active pink paper.

WIA PY14 Youth General

Provider	Contract Dates	Contract Award	Youth In-School Expenditures	Youth Out-Of-School Expenditures	Total Invoiced	% Spent	Remaining Balance
Goodwill of So. Nevada - Youth with Disabilities	7/1/14-6/30/15	\$ 500,000	\$ 50,583	\$ 309,484	\$ 360,067	72.01%	\$ 139,933
Nevada Partners, Inc - Summer Component	7/1/14-5/31/15	\$ 250,000	\$ 186,099		\$ 186,099	74.44%	\$ 63,901
Olive Crest - Foster Youth	7/1/14-6/30/15	\$ 500,000	\$ 265,360	\$ 212,056	\$ 477,416	95.48%	\$ 22,584
So. NV Regional Housing Authority PY12 Youth Housing	10/1/14-9/30/15	\$ 400,000	\$ 110,408	\$ 80,584	\$ 190,991	47.75%	\$ 209,009
Youth Advocate Programs	10/1/14-9/30/15	\$ 400,000	\$ 181,236	\$ 134,900	\$ 316,136	79.03%	\$ 83,864
Total		\$ 2,050,000	\$ 793,685	\$ 737,024	\$ 1,530,709	74.67%	\$ 519,291
			52%	48%			

WIA PY14 Youth Rural and Tri-County

Provider	Contract Dates	Contract Award	Youth In-School Expenditures	Youth Out-Of-School Expenditures	Total Invoiced	% Spent	Remaining Balance
Lincoln County #2	10/1/14-9/30/15	\$ 140,000	\$ 31,512	\$ 36,628	\$ 68,140	48.67%	\$ 71,860
Nye Communities Coalition-PY11 Year Round	10/1/14-9/30/15	\$ 330,000	\$ 71,310	\$ 132,561	\$ 203,871	61.78%	\$ 126,129
St. Jude's Ranch for Children	7/1/14-6/30/15	\$ 400,000	\$ 70,049	\$ 71,348	\$ 141,397	35.35%	\$ 258,603
Total		\$ 870,000	\$ 172,871	\$ 240,536	\$ 413,407	47.52%	\$ 456,593
			42%	58%			

WIA PY14 Youth In School

Provider	Contract Dates	Contract Award	Youth In-School Expenditures	Youth Out-Of-School Expenditures	Total Invoiced	% Spent	Remaining Balance
HELP of So. Nevada-PY12 Youth In School	10/1/14-9/30/15	\$ 870,000	\$ 540,310		\$ 540,310	62.10%	\$ 329,690
Nevada Partners, Inc-PY12 Youth In School	10/1/14-9/30/15	\$ 880,000	\$ 556,758		\$ 556,758	63.27%	\$ 323,242
Total		\$ 1,750,000	\$ 1,097,068	\$ -	\$ 1,097,068	62.69%	\$ 652,932
			100%	0%			

WIA PY14 Youth Out-of-School

Provider	Contract Dates	Contract Award	Youth In-School Expenditures	Youth Out-Of-School Expenditures	Total Invoiced	% Spent	Remaining Balance
Academy of Human Development	11/1/14-9/30/15	\$ 300,000		\$ 95,520	\$ 95,520	31.84%	\$ 204,480
GNJ Family Life Center-PY13 Youth Out of School	10/1/14-9/30/15	\$ 720,000		\$ 369,855	\$ 369,855	51.37%	\$ 350,145
HELP of So. Nevada-PY13 Youth Out of School	10/1/14-9/30/15	\$ 660,000		\$ 344,972	\$ 344,972	52.27%	\$ 315,028
Total		\$ 1,680,000	\$ -	\$ 810,347	\$ 810,347	48.23%	\$ 869,653
			0%	100%			

Total Youth		\$ 6,350,000	\$ 2,063,625	\$ 1,787,906	\$ 3,851,531	60.65%	\$ 2,498,469
			54%	46%			

**Workforce Connections
Awards and Expenditures
Program Year 2013/2014 Direct Programs
June 30, 2015**

Amounts for Internal Programs reflect expenditures as of June 30, 2015.

Amounts for Providers reflect invoiced allowable expenditures through June 2015. Starred lines only reflect expenditures through May 2015.

Direct Grants

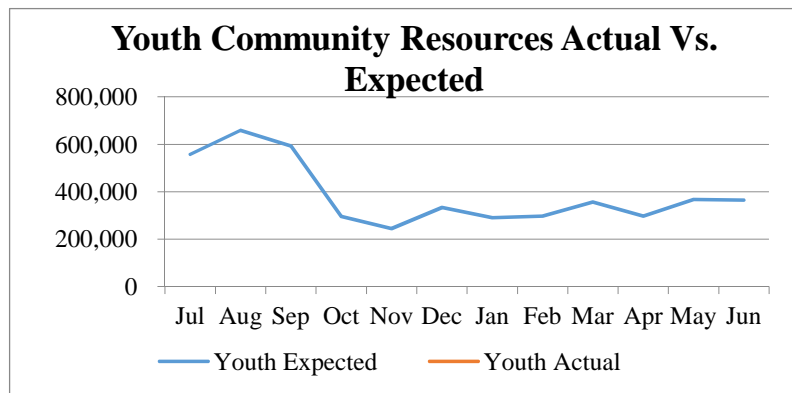
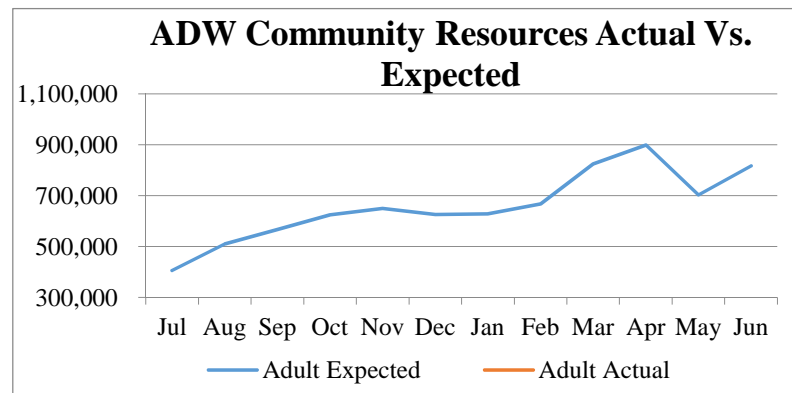
Program	WC FTE	Contract Dates	Contract Award	Total Expended	% Spent	Remaining Balance
Youth Build PY13 - WC	3.28	7/15/13-11/14/16	940,406	\$ 737,330	78.41%	203,076
Youth Build PY13 - CCSD DRHS	0.00	10/1/13-9/30/15	158,584	\$ 116,583	73.52%	42,001
AmeriCorps PY14 - WC	0.92	8/1/14-7/31/15	25,000	\$ 25,000	100.00%	-
AARP	0.00	7/1/14-6/30/15	50,000	\$ 48,675	97.35%	1,325
NSHE - DETR	0.40	11/1/14 - 10/31/15	68,000	\$ 26,029	38.28%	41,971
NSHE - Robert Wood	0.00	11/1/14 - 10/31/15	67,000	\$ 44,428	66.31%	22,572
Total	4.60		1,308,990	998,045	76.25%	310,945

d. WIOA Expenditure Tracking – Adult/Dislocated Worker/Youth

workforce CONNECTIONS
WIOA Expenditure Tracking
PY15 - July 1, 2015 through June 30, 2016

Spending Plan						
Approved Awards	PY15 Budget / Plan			PY15 Funding to be Used 1Q PY16		
	ADW	Youth	Total	ADW	Youth	Total
WC Operations	4,280,885	2,243,432	6,524,317	900,000	308,432	1,208,432
One-Stop Center and System	2,426,181	250,000	2,676,181	450,000	10,000	460,000
Community Resources	8,775,000	5,431,755	14,206,755	453,750	271,588	725,338
Additional for Sequester	1,100,000	0	1,100,000	1,100,000	0	1,100,000
Pending Approval	650,000	0	650,000	0	0	0
Planning Stage	300,000	1,450,000	1,750,000	0	0	0
Strategic De-Obligation	(400,000)	(500,000)	(900,000)	0	0	0
Total Obligated / Budget	17,132,066	8,875,187	26,007,253	2,903,750	590,020	3,493,770
Total Available	17,183,460	8,973,728	26,157,188	2,903,750	590,020	3,493,770

YTD Actuals Vs. Expected						
Approved Awards	ADW			Youth		
	YTD Actual	YTD Expected	Inc / (Dec)	YTD Actual	YTD Expected	Inc / (Dec)
WC Operations	0	0	0	0	0	0
One-Stop Center and System	0	0	0	0	0	0
Community Resources	0	0	0	0	0	0
Total Budget	0	0	0	0	0	0



e. Workforce Connections Professional Services Contracts

Please note: any pending contract presented for approval may be reviewed and examined in its entirety by any board member upon request.

(PENDING CONTRACTS FOR APPROVAL ARE HIGHLIGHTED IN THE ATTACHED)

**WORKFORCE CONNECTIONS & ONE-STOP CAREER CENTER
PROFESSIONAL SERVICES CONTRACTS
As of 8/18/15**

Contractor/Consultant Scope of Work Summary	Amount of Contract	Procurement Method & WISS/State Approval**	Renewal Status	Term of Contract
AGAPE Tutoring Services	\$50,000.00	Competitive	Renewal Under Consideration Based on Review of Performance	4/14/2015 to 9/30/2015
ALLIED BARTON SECURITY SERVICES One-Stop Center & WC Administrative Offices Security Services	\$80,000.00	Competitive [State Procurement Process]	Active	7/1/2013 to 6/30/2014
Amendment #1 & #2 Contract Renewal	\$105,000.00			7/1/2014 to 6/30/2015
Amendment #3 Contract Renewal	\$150,000.00			7/1/2015 to 6/30/2016
JOHN CHAMBERLIN WIOA Training, Technical Assistance & Board Strategic Planning	\$24,500.00	Competitive	Active	9/1/2014 to 8/31/2015
Amendment #1 Contract Renewal	\$24,500.00			9/1/2015 to 6/30/2016
COVERALL HEALTH BASED CLEANING SYSTEM SERVICES & SUPPLIES Cleaning & Maintenance of Administrative Offices & One-Stop	\$38,412.00	Competitive	Active	12/3/2013 to 12/3/2014
Amendment #1 Contract Renewal	\$40,000.00			12/4/2014 to 11/30/2015

Contractor/Consultant Scope of Work Summary	Amount of Contract	Procurement Method & WISS/State Approval**	Renewal Status	Term of Contract
CST PROJECT CONSULTING Fiscal Technical Assistance	\$163,440.00	Competitive	Active	2/1/2015 to 1/31/2016
EMPOWERMENT LEARNING SERVICES Tutoring Services	\$50,000.00	Competitive	Renewal Under Consideration Based on Review of Performance	4/14/2015 to 9/30/2015
GREG NEWTON ASSOCIATES And Amendment #1 One-Stop System Planning Training	\$33,600.00	Competitive	Active	8/1/2012 to 6/30/2013
Amendment #2 and #3 One-Stop Training for New Partners	\$25,000.00			7/1/2013 to 6/30/2014
Amendment #4 Contract Renewal	No Cost Amendment			7/1/2014 to 6/30/2015
Amendment #5 Contract Renewal	No Cost Amendment			7/1/2015 to 6/30/2016
INTEGRITY IMAGING SOLUTIONS Service Provider Client Files Scanning Project	\$60,000.00	Competitive	Active	6/1/2015 to 6/30/2016
JANTEC Temporary Employment Services for Workforce Connections Temporary Employees	26.79% Overhead Cost for Referrals	Competitive	Active	2/14/2015 to 2/13/2016

Contractor/Consultant Scope of Work Summary	Amount of Contract	Procurement Method & WISS/State Approval**	Renewal Status	Term of Contract
JOY HUNTSMAN Back to Work 50+ Amendment #1 Additional Training Funds Amendment #2 Contract Renewal	\$25,000.00 \$2,045.00 \$25,000.00	Sole Source Partner Under AARP Grant	Active	9/1/2014 to 6/30/2015 7/1/2015 to 6/30/2016
TAKA KAJIYAMA Software Development Amendment #1 and #2 Contract Renewal Amendment #3 Contract Renewal	\$62,400.00 \$75,000.00 \$25,000.00	Competitive	Renewal Under Consideration Based on Review of Performance	8/7/2013 to 6/30/2014 7/1/2014 to 6/30/2015 7/1/2015 to 9/30/2015
MACEY PRINCE CONSULTING Fiscal & Procurement Technical Assistance	\$35,000.00	Competitive	Pending Board Approval	9/1/2015 to 6/30/2016
PARKER, NELSON & ASSOCIATES Board Legal Council	\$100,000.00	Competitive	Active	5/27/2015 to 6/30/2016

Contractor/Consultant Scope of Work Summary	Amount of Contract	Procurement Method & WISS/State Approval**	Renewal Status	Term of Contract
PIERCY BOWLER TAYLOR & KERN A-133 AUDITING SERVICES for Program Year 2014	\$80,000.00	Competitive	Active	6/1/2015 to 6/30/2016
PRISM GLOBAL MANAGEMENT GROUP Amendments #1 and #2 HR Services Amendment #3 HR Services Amendment #4 HR Services	\$75,000.00 \$164,000.00 for 2 years \$72,000.00	Competitive	Out for Procurement	9/22/2011 to 9/30/2012 10/1/2012 to 9/30/2014 10/1/2014 to 9/30/2015
RED 7 COMMUNICATIONS One-Stop and WC Outreach Services Amendment #1 Contract Renewal	\$24,000.00 \$30,000.00	Competitive	Active	7/1/2014 to 6/30/2015 7/1/2015 to 6/30/2016

Contractor/Consultant Scope of Work Summary	Amount of Contract	Procurement Method & WISS/State Approval**	Renewal Status	Term of Contract
<p>SIN CITY MAD MEN Amendment #1 Web Development Services</p> <p>Amendment #2-4 Maintenance of WC Web Site</p> <p>Amendment #5-6 Contract Renewal</p> <p>Amendment #7 Contract Renewal</p>	<p>\$26,120.00</p> <p>\$74,144.00</p> <p>\$75,000.00</p> <p>\$85,000.00</p>	<p>Competitive</p>	<p>Active</p>	<p>11/5/2012 to 6/30/2013</p> <p>7/1/2013 to 6/30/2014</p> <p>7/1/2014 to 6/30/2015</p> <p>7/1/2015 to 6/30/2016</p>
<p>GRANT WRITER POOL Research and Assistance in Grant Writing</p> <p>STRATEGIC PROGRESS</p> <p>GRANTS WEST</p> <p>SELIGER & ASSOCIATES</p> <p>AARON ROME CONSULTING</p>	<p>\$50,000.00 Total</p> <p>\$20,000.00</p> <p>\$10,000.00</p> <p>\$10,000.00</p> <p>\$10,000.00</p>	<p>Competitive</p>	<p>Active</p> <p>Pending Contract</p> <p>Pending Contract</p> <p>Pending Contract</p>	<p>4/1/2015 to 3/31/2016</p>

Contractor/Consultant Scope of Work Summary	Amount of Contract	Procurement Method & WISS/State Approval**	Renewal Status	Term of Contract
SOCIAL POLICY RESEARCH ASSOCIATES RFP Evaluation Services Amendment #1 Evaluate Additional RFP's	\$20,000.00 \$20,000.00	Competitive	Active Pending Board Approval	4/13/2015 to 4/12/2016
WORKPLACE ESL SOLUTIONS Amendment #1 Staff Development Training Amendment #2-3 Staff Development Training Amendment #4-6 Workforce Development Academy Curriculum Review Amendment #7 Contract Renewal	\$7,000.00 \$15,000.00 \$22,500.00 No Cost Amendment	Competitive	Board approved, Pending State Approval	4/17/2013 to 6/30/2013 7/1/2013 to 6/30/2014 7/1/2014 to 6/30/2015 7/1/2015 to 6/30/2016

****All noted Professional Services contracts & the procurement process has been previously reviewed & approved by DETR and are in compliance with DETR's Policy 3.1 which states: Professional services with state prior authorization for the costs of outside professional services rendered by individuals or organizations are allowable. The procurement of noncompetitive proposals (sole source) may be used when the awarding agency (DETR) authorizes noncompetitive proposals; 29 CFR 97.36 (d)(4)(i)(c)**

Agenda item 17. DISCUSSION AND POSSIBLE ACTION:

Review and evaluate Executive Director, Ardell Galbreth's annual performance report and provide feedback, comments, questions, and/or new directives

Agenda item 18. DISCUSSION AND POSSIBLE ACTION:

Review, discuss and approve Workforce Connections' Executive Director, Ardell Galbreth's employment contract, including compensation package and authorize Chief Local Elected Officials Chair to execute final contract

September 8, 2015

Chief Local Elected Officials Consortium
Southern Nevada Workforce Development Area
6330 West Charleston Blvd., Ste 150
Las Vegas, Nevada 89146

RE: Workforce Connections' Executive Director's Contract Renewal Consideration

Consortium Members,

Thank you for your confidence in appointing me to serve as Workforce Connections' Executive Director over the past 3½ years. Since my appointment, I have fulfilled or exceeded every performance objective outlined in my current contract. With your consideration of my contract renewal, I ask that you please consider my achievements and services rendered throughout this contract period. For example, upon my initial appointment, I was faced with an overloaded staff of 72 FTEs; outstanding lawsuits with tens of thousands of dollars of disallowed costs; and financial audits with numerous findings outlining the agency's history of considerable deficiencies.

Today, even though Workforce Connections' scope has expanded to effectively overseeing Southern Nevada's Workforce Development Area and its One-Stop Delivery System, FTEs have been reduced by 34.7%—over one-third and all pending lawsuits have been averted or settled with no disallowed costs to the agency. Beyond this, Workforce Connections is now recognized as a model workforce agency with its service delivery tentacles stretched throughout the Southern Nevada community—including rural areas.

My performance and accomplishments are well noted and supported by detailed facts that far exceed the criteria outlined in my current employment agreement. In considering my contract for renewal, I propose a three year contractual term with an annual base salary of \$165,000 plus full PERS coverage as well as other normal benefits afforded to Workforce Connections' employees. This proposed annual base rate of pay is just below Nevada's median range as indicated in the enclosed chart.

Thank you in advance for your consideration to this request.

Respectfully,



Ardel Galbreth
Executive Director

- Enclosures 4:
1. Current Employment Agreement w/Amendment
 2. Proposed Employment Agreement
 3. Executive Director Position Description
 4. Wage Analysis – Chief Executives, Nevada

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this March 26, 2013, by and between Ardell Galbreth, (hereinafter referred to as "Executive Director"), and the Southern Nevada Workforce Investment Board (hereinafter referred to as "SNWIB").

RECITALS

WHEREAS, the Southern Nevada Workforce Investment Board (SNWIB), doing business as Workforce Connections presently is the grant recipient and administrative entity for the Southern Nevada Workforce Investment Area for the provision and oversight of employment and training services under the State of Nevada pursuant to the Workforce Investment Act (WIA) (hereinafter referred to as the "Organization").

WHEREAS, it is the desire of the SNWIB to employ an individual to serve in the position of executive director for Workforce Connections;

WHEREAS, Section 1.6 of the SNWIB Bylaws provide that the executive director shall be selected and hired by the Local Elected Officials, as defined by WIA.

WHEREAS, it is the desire of the Local Elected Officials to secure and retain the services of an executive director, and to provide inducement for him to remain in such employment; and

WHEREAS, Ardell Galbreth desires to accept employment as the executive director for SNWIB upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the SNWIB and the Executive Director hereby agree as follows:

1. **EXECUTIVE DIRECTOR POSITION.** The Executive Director shall serve as the chief staff officer to the SNWIB as set forth in detail on the job description attached as Attachment A, the terms of which are incorporated herein, in a manner consistent with and subject to the responsibilities of SNWIB under WIA and Nevada law. In addition to the duties set forth in Attachment A, the Executive Director shall organize appropriate ongoing and periodic public relations programs within the limits of the Organization's fiscal budget and pursuant to direction from the Local Elected Officials of the SNWIB. Attachment A may be amended at any time and from time to time by a majority vote of the Local Elected Officials of the SNWIB.

2. **RESPONSIBILITIES AND COVENANTS**

2.01. **Applicable Laws.** The parties acknowledge and agree that the delegations of powers and responsibilities to the Executive Director hereunder may be limited by applicable federal, state and local laws and regulations affecting the operation of the Organization, and the services provided therein. SNWIB and the Executive Director agree to fully comply with such applicable laws and regulations in the performance of their powers and responsibilities hereunder.

2.02. Approval of Purchases. Any provision of this Agreement to the contrary notwithstanding, the Executive Director shall take no action nor incur expenses with respect to a specific item, nor commit SNWIB or the Organization with respect to an item, except in accordance with the Local Government Purchasing Act (Chapter 332 of NRS), unless the expenditure is justified on an emergency basis as defined by Nevada law or as outlined in the SNWIB Bylaws or the Local Elected Officials' Consortium Agreement.

2.03. Control of Conflicts of Interest. The Executive Director shall not enter into any agreement with respect to the Organization with any association, partnership or company in which the Executive Director has an ownership interest without the prior written approval of SNWIB. The Executive Director shall comply with all Nevada laws and policies adopted by SNWIB related to the ethics and conduct of public employees, including but not limited to, Chapter 281A of the Nevada Revised Statutes. Further, the Executive Director agrees that, as a condition of his employment under this Agreement, the Executive Director will not engage in any employment, either as an employee or as an independent contractor, with any person, firm, corporation, or other entity without the prior, express, and written consent of SNWIB.

2.04 Nondisclosure of Confidential Information Retention of Records. The Executive Director covenants and agrees that he will not, either during the term of his employment or at any time thereafter, disclose to anyone any confidential information concerning the business or affairs of the Organization, except as required by law. The Executive Director further covenants and agrees that he will retain, or direct the retention of, as required by Nevada law, all records of the SNWIB, and that all such retained records shall remain in the custody of the SNWIB at all times, including after the termination of this Agreement.

3. COMPENSATION.

3.01. Basic Compensation. For services rendered by the Executive Director hereunder during the term of this Agreement and subject to funding availability, SNWIB shall provide the compensation set forth in Attachment B, the terms of which are incorporated herein. The SNWIB will withhold appropriate federal income taxes in accordance with the Form W-4 filled out by the Executive Director, and other deductions as directed by the Executive Director or law.

3.02 Performance Report. The Executive Director shall submit a written report to the board by September 30 of each year describing the Executive Director's accomplishments for the budget year ending on June 30, including but not limited to, each of the following items:

- a) Policy implementation and daily operations – Describe either in general terms or specifically how each responsibility listed in the Job Description was executed.
- b) Techniques and methods employed to assist the service providers – Describe the current system of assisting the service providers and any innovation techniques or methods utilized to improve the efficiency or productivity of the service providers.
- c) Project development – Outline new grants with dates and sources of the grants for special projects that enhance the basic WIA activities.
- d) Fiscal management – Provide a summary or a chart to explain how and whether the fiscal system has met or exceeded the requirements of federal, state, and local directives for the one year period preceding the budget year just ended.

3.03 Annual Evaluation. The Executive Director's annual evaluation will be completed by the Local Elected Officials within sixty (60) days after their receipt of the Executive Director's Performance Report and shall be based on criteria approved by the Local Elected Officials of the SNWIB.

4. TERM. The term of the Agreement shall commence on September 11, 2012 and shall end on September 10, 2015, unless terminated earlier pursuant to the terms of this Agreement. This Agreement may be extended for three (3) years, upon a mutual written agreement by both Parties.

5. TERMINATION

5.01. Termination for Convenience. The Executive Director is an "at will" employee serving at the pleasure of the Local Elected Officials and SNWIB.

a) The Local Elected Officials may terminate the employment of the Executive Director at any time, with or without cause, upon the affirmative vote of a simple majority of the Local Elected Officials Consortium. Upon such termination, the Executive Director shall be entitled to severance pay equal to three (3) months of his then current base salary. The severance pay shall be paid in a lump sum, unless otherwise agreed to by the Parties.

b) If the Executive Director voluntarily resigns his position, the Executive Director shall provide a minimum of three (3) months written notice to the Local Elected Officials, unless otherwise agreed to by the Parties.

5.02 Termination for Cause. The following actions by the Executive Director shall constitute cause for termination:

- a) Failure to comply with the lawful directions of the SNWIB;
- b) Conviction in a court of law of a felony or of any crime or offense involving or related to honesty, moral turpitude, misuse or misappropriation of money or other property;
- c) Any act of dishonesty by the Executive Director which adversely affects the business of SNWIB;
- d) Willful violation of the policies or procedures of SNWIB or of any applicable state or local regulation or law, or the performance by the Executive Director of any willful or intentional act which reflects unfavorably, on the reputation of SNWIB; or
- e) Executive Director 's abuse of drugs, alcohol, or other substance which interferes with Executive Director 's performance of any of his obligations under this Agreement, and which is not remedied within sixty (60) days after notice.

5.03. The Executive Director will not be entitled to any severance pay if: 1) the Executive Director is terminated for any of the reasons set forth in Section 5.02, or any other circumstances constituting "just cause," or 2) the State of Nevada reorganizes its Workforce Investment operations by eliminating the SNWIB and/or creates a single state workforce investment board responsible for both northern and southern Nevada.

6. ASSIGNMENT. Assignment or an attempt to assign the rights or obligations of the Executive Director without the prior written consent of the Local Elected Officials is void and a breach of this Agreement.

7. NOTICES. All notices, requests and approvals required or permitted to be given hereunder shall be in writing and shall be sent by hand delivery, overnight carrier, facsimile, or by U.S. mail, with postage prepaid, registered or certified, and addressed to:

SNWIB: Workforce Connections
7251 West Lake Mead Blvd., Suite 200
Las Vegas, Nevada 89128

Executive Director: Ardell Galbreth
8269 Trinity Oaks Court
Las Vegas, Nevada 89139

Any notice required or permitted to be given hereunder shall be deemed to be given to, and received by the addressee thereof on the third business day after the sending thereof. Either of the parties may change the address for these purposes by such party giving notice of such change to the other party in the manner hereinabove provided.

8. SEVERABILITY. In the event that any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of Nevada statutes and/or regulations, said provision (s) will be immediately (or retroactively) void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

9. WAIVER. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by a party of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement, other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

10. BENEFIT TO PARTIES. SNWIB does not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person or to assume any other duty beyond that imposed by general law.

11. LIMITATION OF APPROPRIATED FUNDS. In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by SNWIB for this Agreement for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and SNWIB 's obligations under it shall be extinguished at the end of any of the Organization's fiscal years in which SNWIB fails to appropriate monies for the ensuing fiscal year sufficient for the performance of the functions provided by this Agreement. SNWIB shall make, in good faith, all reasonable efforts to secure the necessary funding for the position filled by the Executive Director under this Agreement and for the operation of the Organization.

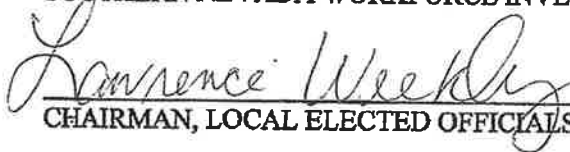
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

EXECUTIVE DIRECTOR:



ARDELL GALBRETH

SNWIB
SOUTHERN NEVADA WORKFORCE INVESTMENT AREA



CHAIRMAN, LOCAL ELECTED OFFICIALS CONSORTIUM

Attachment B

**Compensation Package
For
Ardell Galbreth
Southern Nevada Workforce Investment Board
Executive Director**

Base Salary	Current Salary \$130,200
Annual Leave Accrual	11.69 per pay period (Consistent with SNWIB Policy with 80 hours Advance)

Paid Holidays

New Year's Eve (1/2 day)	Nevada Day
New Year's Day	Veteran's Day
MLK's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	Employee Birthday

PERS	Fully funded by SNWIB
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Leave Buyback	Consistent with SNWIB Policy
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Professional Development Time	48 hrs / per year
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No Cost of Living Allowance increases

AMENDMENT NO. 1 THE EMPLOYMENT AGREEMENT BETWEEN ARDELL GALBRETH AND THE SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD

This Amendment No. 1 to the Employment Agreement between Ardell Galbreth ("Executive Director") and the Southern Nevada Investment Board ("SNWIB"), hereinafter referred to as "ORIGINAL AGREEMENT") is made and entered into on January 13, 2015 between Executive Director and SNWIB.

WITNESSETH

WHEREAS, the SNWIB entered into the Original Agreement on March 26, 2013 with the Executive Director; and

WHEREAS, the Original Agreement outlined the Executive Director's compensation package in Attachment B; and

WHEREAS, the Original Agreement does not provide a provision for a salary increase; and

WHEREAS, SNWIB is desirous of granting Executive Director an increase in his base compensation pay; and

WHEREAS, Executive Director affirms that he has consulted with legal counsel, or had the opportunity to do so prior to signing this Amended Employment Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the Executive Director and SNWIB hereby agree that the Original Agreement shall be modified and amended as follows:


Attachment B shall be removed and replaced in its entirety by Attachment B attached hereto, the terms of which are incorporated herein.

Entire Agreement AS AMENDED

This Amendment No. 1 and the Original Agreement which is incorporated hereby by reference constitutes the Original Agreement as amended between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations, and agreements with respect thereto not incorporated in this amendment are hereby cancelled.

AMENDMENT NO. 1 THE EMPLOYMENT AGREEMENT BETWEEN ARDELL GALBRETH AND THE SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD

EXECUTIVE DIRECTOR:



ARDELL GALBRETH

01/13/2015

Date of Board Action *1/13/2015*

SNWIB
SOUTHERN NEVADA WORKFORCE INVESTMENT AREA



COMMISSIONER LAWRENCE WEEKLY
CHAIRMAN, LOCAL ELECTED CONSORTIUM

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this ____ day of September, 2015, by and between Ardell Galbreth, (hereinafter referred to as "Executive Director"), and the Chief Local Elected Official Consortium (hereinafter referred to as “LEOs”) of the Southern Nevada Workforce Development Area.

RECITALS

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter referred to as “WIOA”), the LEOs was created through a cooperative agreement entered into by the Counties of Clark, Nye, and Esmeralda and the cities of Las Vegas, Henderson, North Las Vegas, and Boulder City.

WHEREAS, the Workforce Connections Board (hereinafter referred to as “WCB”) is the subrecipient for WIOA funds and Workforce Connections is the designated fiscal agent for the Southern Nevada Workforce Development Area for the provision and oversight of employment and training services under the State of Nevada pursuant to WIOA.

WHEREAS, it is the desire of the LEOs to employ an individual to serve in the position of executive director for Workforce Connections;

WHEREAS, pursuant to the Agreement between the Chief Local Elected Officials Consortium and the WCB entered on or around June ____, 2015, the LEOs are responsible for the hiring of an Executive Director for Workforce Connections.

WHEREAS, it is the desire of the LEOs to secure and retain the services of an executive director, and to provide inducement for him to remain in such employment; and

WHEREAS, Ardell Galbreth desires to accept employment as the executive director for Workforce Connections upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the LEOs and the Executive Director hereby agree as follows:

1. EXECUTIVE DIRECTOR POSITION. The Executive Director shall serve as the chief staff officer to Workforce Connections as set forth in detail on the job description attached as Attachment A, the terms of which are incorporated herein, in a manner consistent with and subject to the responsibilities of LEOs, WCB under WIOA and Nevada law. In addition to the duties set forth in Attachment A, the Executive Director shall organize appropriate ongoing and periodic public relations programs within the limits of the Organization’s fiscal budget and pursuant to direction from the LEOs. Attachment A may be amended at any time and from time to time by a majority vote of the LEOs.

2. RESPONSIBILITIES AND COVENANTS

2.01. Applicable Laws. The parties acknowledge and agree that the delegations of

powers and responsibilities to the Executive Director hereunder may be limited by applicable federal, state and local laws and regulations affecting the operation of Workforce Connections, and the services provided therein. LEOs and the Executive Director agree to fully comply with such applicable laws and regulations in the performance of their powers and responsibilities hereunder.

2.02. Approval of Purchases. Any provision of this Agreement to the contrary notwithstanding, the Executive Director shall take no action nor incur expenses with respect to a specific item, nor commit LEOs, WCB or Workforce Connections with respect to an item, except in accordance with the Local Government Purchasing Act (Chapter 332 of NRS), unless the expenditure is justified on an emergency basis as defined by Nevada law or as outlined in the WCB Bylaws or the LEOs Cooperative Agreement.

2.03. Control of Conflicts of Interest. The Executive Director shall not enter into any agreement with respect to Workforce Connections with any association, partnership or company in which the Executive Director has an ownership interest without the prior written approval of LEOs. The Executive Director shall comply with all Nevada laws and policies adopted by LEOs related to the ethics and conduct of public employees, including but not limited to, Chapter 281A of the Nevada Revised Statutes. Further, the Executive Director agrees that, as a condition of his employment under this Agreement, the Executive Director will not engage in any employment, either as an employee or as an independent contractor, with any person, firm, corporation, or other entity without the prior, express, and written consent of LEOs.

2.04 Nondisclosure of Confidential Information Retention of Records. The Executive Director covenants and agrees that he will not, either during the term of his employment or at any time thereafter, disclose to anyone any confidential information concerning the business or affairs of the Workforce Connections, except as required by law. The Executive Director further covenants and agrees that he will retain, or direct the retention of, as required by Nevada law, all records of Workforce Connections, WCB, and the LEOs, and that all such retained records shall remain in the custody of Workforce Connections at all times, including after the termination of this Agreement.

3. COMPENSATION.

3.01. Basic Compensation. For services rendered by the Executive Director hereunder during the term of this Agreement and subject to funding availability, the LEOs through Workforce Connections shall provide the compensation set forth in Attachment B, the terms of which are incorporated herein. Workforce Connections will withhold appropriate federal income taxes in accordance with the Form W-4 filled out by the Executive Director, and other deductions as directed by the Executive Director or law.

3.02 Performance Report. The Executive Director shall submit a written report to the board by September 30 of each year describing the Executive Director's accomplishments for the budget year ending on June 30, including but not limited to, each of the following items:

- a) Policy implementation and daily operations – Describe either in general terms or specifically how each responsibility listed in the Job Description was executed.

- b) Techniques and methods employed to assist the service providers – Describe the current system of assisting the service providers and any innovation techniques or methods utilized to improve the efficiency or productivity of the service providers.
- c) Project development – Outline new grants with dates and sources of the grants for special projects that enhance the basic WIOA activities.
- d) Fiscal management – Provide a summary or a chart to explain how and whether the fiscal system has met or exceeded the requirements of federal, state, and local directives for the one year period preceding the budget year just ended.

3.03 Annual Evaluation. The Executive Director’s annual evaluation will be completed by the LEOs within sixty (60) days after their receipt of the Executive Director’s Performance Report and shall be based on criteria approved by the LEOs.

4. TERM. The term of the Agreement shall commence on October 1, 2015 and shall end on September 30, 2018, unless terminated earlier pursuant to the terms of this Agreement. This Agreement may be renewed or extended upon a mutual written agreement by the Executive Director and the LEOs.

5. TERMINATION

5.01. Termination for Convenience. The Executive Director is an “at will” employee serving at the pleasure of the LEOs.

a) The LEOs may terminate the employment of the Executive Director at any time, with or without cause, upon the affirmative vote of a simple majority of the LEO. Upon such termination, the Executive Director shall be entitled to severance pay equal to three (3) months of his then current base salary. The severance pay shall be paid in a lump sum, unless otherwise agreed to by the Parties.

b) If the Executive Director voluntarily resigns his position, the Executive Director shall provide a minimum of three (3) months written notice to the Local Elected Officials, unless otherwise agreed to by the Parties. In the event of a voluntary resignation by the Executive Director is not entitled to any severance pay.

5.02 Termination for Cause. The following actions by the Executive Director shall constitute cause for termination:

- a) Failure to comply with the lawful directions of the SNWIB;
- b) Conviction in a court of law of a felony or of any crime or offense involving or related to honesty, moral turpitude, misuse or misappropriation of money or other property;
- c) Any act of dishonesty by the Executive Director which adversely affects the business of Workforce Connections, WCB or the LEOs;
- d) Willful violation of the policies or procedures of Workforce Connections or of any applicable state or local regulation or law, or the performance by the Executive Director of any willful or intentional act which reflects unfavorably, on the reputation of Workforce Connections, WCB, or the LEOs; or
- e) Executive Director 's abuse of drugs, alcohol, or other substance which interferes with Executive Director 's performance of any of his obligations under this Agreement, and which is not remedied within sixty (60) days after notice.

5.03. The Executive Director will not be entitled to any severance pay if: 1) the Executive Director is terminated for any of the reasons set forth in Section 5.02, or any other circumstances constituting “just cause,” or 2) the State of Nevada reorganizes its Workforce Investment operations by eliminating the WCB and/or creates a single state workforce investment board responsible for both northern and southern Nevada.

6. ASSIGNMENT. Assignment or an attempt to assign the rights or obligations of the Executive Director without the prior written consent of the LEOs is void and a breach of this Agreement.

7. NOTICES. All notices, requests and approvals required or permitted to be given hereunder shall be in writing and shall be sent by hand delivery, overnight carrier, facsimile, or by U.S. mail, with postage prepaid, registered or certified, and addressed to:

LEO: c/o Workforce Connections
6330 W. Charleston Blvd., Suite 150
Las Vegas, Nevada 89146

Executive Director: Ardell Galbreth
8269 Trinity Oaks Court
Las Vegas, Nevada 89139

Any notice required or permitted to be given hereunder shall be deemed to be given to, and received by the addressee thereof on the third business day after the sending thereof. Either of the parties may change the address for these purposes by such party giving notice of such change to the other party in the manner hereinabove provided.

8. SEVERABILITY. In the event that any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of Nevada statutes and/or regulations, said provision (s) will be immediately (or retroactively) void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

9. WAIVER. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by a party of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement, other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

10. BENEFIT TO PARTIES. LEOs does not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person or to assume any other duty beyond that imposed by general law.

11. LIMITATION OF APPROPRIATED FUNDS. In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by the LEOs for this Agreement for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and LEO 's obligations under it shall be extinguished at the end of any of Workforce Connections' fiscal years in which LEOs fails to appropriate monies for the ensuing fiscal year sufficient for the performance of the functions provided by this Agreement. LEOs shall make, in good faith, all reasonable efforts to secure the necessary funding for the position filled by the Executive Director under this Agreement and for the operation of Workforce Connections.

12. INTEGRATION. This Agreement sets forth and establishes the entire understanding between the LEOs and the Executive Director relating to the employment of the Executive Director by the LEOs. Any prior discussions or representations by or between the LEOs and the Executive Director are merged into and rendered null and void by this Agreement. The Executive Director and the LEOs may amend any provision of this Agreement during the Term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

13. GOVERNING LAW. The validity, interpretation, enforceability and performances of this Agreement shall be governed by and constructed in accordance with the law of the State of Nevada.

14. ACKNOWLEDGEMENT OF PARTIES. The parties acknowledge: (i) That they have consulted with or have had the opportunity to consult with independent counsel of their own choice concerning this Agreement; and, (ii) That they have read and understand the Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

EXECUTIVE DIRECTOR:

ARDELL GALBRETH

**LEO
SOUTHERN NEVADA WORKFORCE INVESTMENT AREA**

CHAIRMAN, CHIEF LOCAL ELECTED OFFICIALS CONSORTIUM

Attachment B
Compensation Package
for
Ardell Galbreth
Workforce Connections
Executive Director

Base Salary Salary: _____
Annual Leave Accrual 11.69 per pay period (Consistent with SNWIB
Policy with 80 hours Advance)

Effective: October 1, 2015

Paid Holidays

New Year's Eve (1/2 day)	Nevada Day
New Year's Day	Veteran's Day
MLK's Birthday	Thanksgiving Day
President's Day	Family Day (day after Thanksgiving)
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	Employee Birthday

PERS Fully funded by Workforce Connections. In years where there is a PERS increase, such increase will be in lieu of a salary increase.

Leave Buyback Consistent with Workforce Connections' Policy

Professional Development Time 48 hrs / per year

No Cost of Living Allowance increases

ATTACHMENT A

Southern Nevada Workforce Investment Board

EXECUTIVE DIRECTOR

Date Approved: FLSA

Status: Exempt

REPORTS TO; Local Elected Officials of the Southern Nevada Workforce Investment Board

POSITION STATEMENT: Serves as chief staff officer to the Southern Nevada Workforce Investment Board. Plans, directs, manages and oversees the activities and operations of the Southern Nevada Workforce Investment Board including financial operations, grant management, financial analysis and planning, and establishing collaborative relationships with current and potential service providers and partners.

SUPERVISION EXERCISED: Provides direct supervision over management, professional, technical and clerical staff.

SUPERVISION RECEIVED: Receives general administrative direction from the Local Elected Officials of the Southern Nevada Workforce Investment Board.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS

Essential and other important responsibilities and duties may include, but are not limited to, the following:

Essential Functions:

1. Develops and maintains collaborative relationships with service providers and partners.
2. Manages all financial services and activities consisting of accounting operations, cash management, grant management and oversight, budget, financial analysis and planning, and purchasing and contracts; recommend and administer policies and procedures.
3. Plans, organizes and oversees all corrective actions taken on outstanding internal control weaknesses identified through internal or external audit.
4. Plans, organizes, reviews and evaluates the activities of professional, technical and administration staff; recommends staffing levels for the budget and conducts annual performance evaluations.
5. Plans, organizes and oversees the administration of all Southern Nevada Workforce Investment Board activities and services.
6. Oversees and participates in the development and administration of the overall budget including short range and long range plans; approves expenditures and implements budgetary adjustments as appropriate and necessary.
7. Ensures fiduciary responsibilities are met, as directed by the Local Elected Officials and in compliance with federal, state and local laws, statutes, regulations, directives and policies.
8. Manages the development and implementation of internal goals, objectives, policies and priorities.

Executive Director (continued)

9. Directs the preparation of financial reports, analyses and audits; ensures that complete and accurate records are maintained.
10. Attends and participates in meetings of the Local Elected Officials and the Southern Nevada Workforce Investment Board and its committees; meets with board members, committees, councils and constituent groups.
11. Prepare and present timely updates, reports and other necessary communications to Local Elected Officials.
12. May serve as principal representative of the Southern Nevada Workforce Investment Board to outside entities such as national workforce agencies, auditors, trade associations, legislative representatives, various contractors, and communities within the Southern Nevada Workforce Investment service area.
13. Selects, disciplines and/or dismisses staff as necessary while ensuring effective morale, productivity and discipline; plans, organizes, administers, reviews and evaluates the activities and performance of staff; works with staff to establish work priorities and schedules; encourages and provides for staff training and professional development; interprets policies and procedures for staff; prepares and conducts formal performance evaluations; monitors accomplishments, establishes performance requirements and personal development targets and provides coaching for performance improvement and development.

Marginal Functions:

1. Performs other duties as assigned.

QUALIFICATIONS:

- Current knowledge of federal and state laws, statutes, policies and regulations pertaining to workforce investment boards and the Workforce Investment Act.
- Current knowledge of national and local economic and employment trends and conditions.
- Thorough knowledge of modern senior management techniques and practices.
- Ability to analyze problems and opportunities, identify and evaluate alternatives, and develop sound, effective approaches.
- Ability to plan, implement and evaluate the achievement of goals, objectives and work-plans.
- Ability to lead, motivate and supervise senior staff and other employees.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain effective cooperative working relationships with those contacted in the course of work.
- Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
 - *Sitting for extended periods of time; and*
 - *Operating assigned equipment.*
- Ability to maintain effective audio-visual discrimination and perception needed for:
 - *Making observations;*
 - *Communicating with others;*
 - *Reading and writing; and*
 - *Operating assigned equipment.*
- Ability to maintain mental capacity which allows the capability of:
 - *Making sound decisions;*

Executive Director (continued)

- **Effective interaction and communication with others; and**
- **Demonstrating intellectual capabilities.**

EDUCATION and EXPERIENCE:

A Bachelor's degree in business or public administration or a closely related field, and seven years increasingly responsible management experience, including three years at a senior management level. A combination of formal education and directly related work experience may substitute for the degree.

WORKING CONDITIONS

Environmental Conditions:

Work in an office environment; travel from site to site; exposure to computer screens. **Physical**

Conditions:

Essential and marginal functions may require maintaining physical condition necessary for sitting for prolonged periods of time.

SALARY:

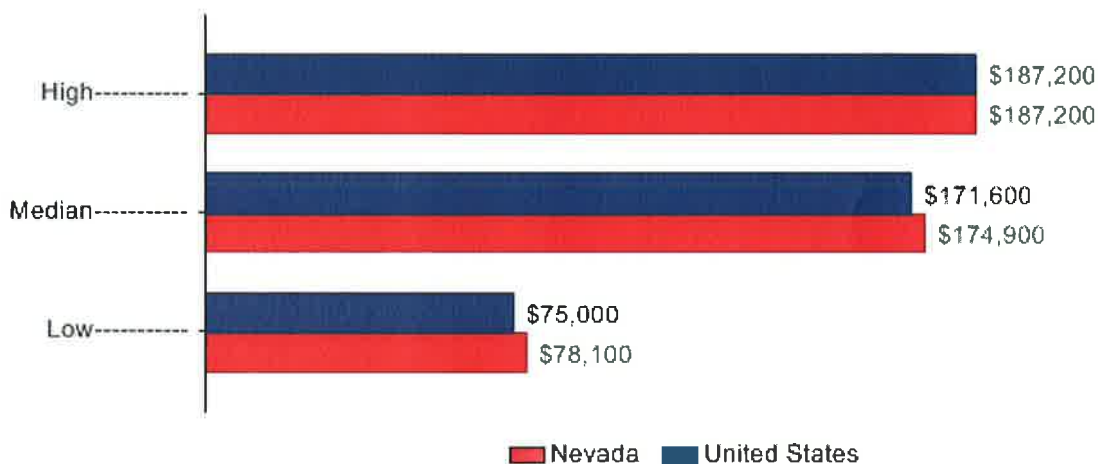
Open and to be negotiated between LEO's and Executive Director candidate. In keeping with Public Law 109-234 (effective June 15, 2006) that implements the salary and bonus limitations for individuals being paid by Employment & Training Administration (ETA) funds, the Compensation is not to exceed \$179,700 in a 12-month period (effective January 2007). Final salary will require approval of the Local Elected Official's (LEO's).

CHIEF EXECUTIVES: NEVADA

2014 State and National Wages

Location	Pay Period	2014				
		10%	25%	Median	75%	90%
United States	Hourly	\$36.07	\$53.18	\$82.50	\$90.00+	\$90.00+
	Yearly	\$75,000	\$110,600	\$171,600	\$187,200+	\$187,200+
Nevada	Hourly	\$37.55	\$55.19	\$84.07	\$90.00+	\$90.00+
	Yearly	\$78,100	\$114,800	\$174,900	\$187,200+	\$187,200+

Yearly Wage Chart: 2014 Wage Table



- "High" indicates 90% of workers earn less and 10% earn more.
- "Median" indicates 50% of workers earn less and 50% earn more.
- "Low" indicates 10% of workers earn less and 90% earn more.

National Data Source: Bureau of Labor Statistics, Occupational Employment Statistics Survey
 State Data Source: Nevada Wage Information

Agenda item 19. SECOND PUBLIC COMMENT:

Members of the public may now comment on any matter or topic, which is relevant to or within the authority or jurisdiction of the Board. You may comment now even if you commented earlier, however, please do not simply repeat the same comment you previously made. Please clearly state and spell your name and state your address for the record. Each comment will be limited to three (3) minutes

Agenda item 20. INFORMATION:

LEO Consortium member comments