

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 14th day of November, 2017, by and between Jaime Cruz (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 (“WIOA”), the LEOs was created through a cooperative agreement entered into by the Counties of Clark, Esmeralda, Lincoln, and Nye and the Cities of Boulder City, Henderson, Las Vegas, and North Las Vegas; and

WHEREAS, the Workforce Connections Board (“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; and

WHEREAS, pursuant to the agreement between the LEOs and the WCB entered into on or about July 9, 2015, the LEOs is responsible for the hiring of an executive director for Workforce Connections; and

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

WHEREAS, Jaime Cruz 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 for 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 the LEOs and the 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 Workforce Connections’ fiscal budget and pursuant to the direction of the LEOs. Attachment A may be amended from time to time by a majority vote of the LEOs. As a Workforce Connections employee, the Executive Director is subject to the rights and obligations set forth in Workforce Connections’ policies and procedures including the Workforce Connections Employee Handbook to the extent that they do not conflict with this Agreement.

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. The 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 the LEOs, WCB or Workforce Connections with respect to any item, except in accordance with the Local Government Purchasing Act (NRS Chapter 332), 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 the LEOs. The Executive Director shall comply with all Nevada laws and policies adopted by the LEOs related to the ethics and conduct of public employees, including but not limited to, NRS Chapter 281A. Further, the Executive Director agrees that, as a condition of his employment under this Agreement, he shall 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 written consent of the LEOs.

2.04. Nondisclosure of Confidential Information and Records Retention. The Executive Director covenants and agrees that he will not, either during the term of his employment or at any time thereafter, disclose any confidential information concerning the business or affairs of 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.

2.05. Use of Executive Director's Name, Voice and Likeness. The Executive Director hereby irrevocably grants Workforce Connections the unrestricted right, but not the obligation, to use the Executive Director's name, voice or likeness for any publicity or advertising purpose in any medium now known or hereafter existing during the Term 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, at the LEOs direction, 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 as required by law. The salary and bonuses of the Executive Director shall not exceed the annual rate of basic pay prescribed for level II of the Executive Schedule pursuant to 29 U.S.C. § 3254(15). The Executive Director shall repay any excess for any calendar year during the Term of this Agreement.

3.02. Performance Report. The Executive Director shall submit a written report to the LEOs by August 15 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 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 innovative techniques or methods used to improve the efficiency or productivity of the service providers.
- c) Project development – identify and describe new grants with dates and sources of each grant 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 management 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. After receipt of the Executive Director's Performance Report, the LEOs will complete the Executive Director's annual evaluation no later than November 30 based on criteria approved by the LEOs. Upon such evaluation and at the LEOs' sole discretion, the LEOs may authorize an increase to the Executive Director's base salary effective on January 1 of the following year or award a one-time bonus to be paid in January of the following year.

4. TERM. The term of this Agreement shall commence on October 10, 2017 and shall end on October 9, 2019, 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 of Workforce Connections 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 LEOs. Upon such termination, the Executive Director shall be entitled to severance pay equal to three months of his then current base salary. The severance pay shall be paid in a lump sum, unless otherwise agreed upon by the parties.

b) If the Executive Director voluntarily resigns his position, he shall provide a minimum of three (3) months written notice to the LEOs, unless otherwise agreed upon by the parties. If the Executive Director voluntarily resigns, he shall not be 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 WCB or the LEOs;
- 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 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 federal, state, or local law or regulation, or any willful or intentional act which reflects unfavorably on the reputation of Workforce Connections, WCB, or the LEOs; or
- e) Abuse of drugs, alcohol, or other substance which interferes with the 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) he is terminated for any of the reasons set forth in Section 5.02 or for any circumstances constituting "just cause," or 2) the State of Nevada reorganizes its WIOA operations by eliminating the WCB and/or creates a single state workforce development 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:

LEOs: Chief Local Elected Officials Consortium
c/o Workforce Connections
6330 W. Charleston Blvd., Suite 150
Las Vegas, NV 89146

Executive Director: Jaime Cruz
2445 Avenida Familia
Henderson, NV 89074

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 or regulations, said provision 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. This Agreement is not intended to benefit and does not benefit any person who is not named as a party to this Agreement. The parties do not 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 the LEOs' obligations under it shall be extinguished at the end of any of Workforce Connections' fiscal years in which the LEOs fails to appropriate monies for the ensuing fiscal year sufficient for the performance of the functions provided by this Agreement. The 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 Workforce Connections. 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 this 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 construed in accordance with the laws of the State of Nevada.

14. ACKNOWLEDGEMENT OF THE PARTIES. The parties acknowledge and agree that: 1) they have consulted with or have had the opportunity to consult with independent counsel of their own choice concerning this Agreement; 2) 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; and 3) this Agreement and the provisions contained herein shall not be construed or interpreted for or against either party because that party drafted or caused to be drafted any of its provisions.

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

EXECUTIVE DIRECTOR:



JAIME CRUZ

CHIEF LOCAL ELECTED OFFICIALS CONSORTIUM:



LAWRENCE WEEKLY, CHAIRMAN

ATTACHMENT A

SOUTHERN NEVADA WORKFORCE DEVELOPMENT AREA

EXECUTIVE DIRECTOR

SALARY RANGE: \$135,000 - \$187,000

FLSA Status: Exempt

REPORTS TO: Southern Nevada Workforce Development Area Chief Local Elected Officials Consortium

POSITION STATEMENT: Serves as chief staff officer to the Southern Nevada Workforce Development Board (Workforce Connections). Plans, directs, manages and oversees the activities and operations of Workforce Connections 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.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS

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

Essential Job Functions

1. Maintains substantial compliance with the requirements of the Workforce Investment Act (WIA) and Workforce Innovation and Opportunity Act (WIOA).
2. Develops and maintains collaborative relationships with service providers and partners.
3. Oversees the management of all financial services and activities consisting of accounting operations, cash management, grant management and oversight, budget, financial analysis and planning, and purchasing and contracts.
4. Oversees the development and implementation of the Workforce Connection's policies and procedures in accordance with requirements of the WIOA or applicable federal law.
5. Plans, organizes and oversees all corrective active actions taken on outstanding internal control weaknesses identified through internal or external audits.
6. Plans, organizes, reviews and evaluates the activities of professional, technical and administrative staff; identifies staffing levels to coincide with agency's operating budget and ensures annual performance evaluations are conducted.
7. Plans, organizes and oversees the administration of all Workforce Connections' programmatic and operating activities and services.
8. Oversees and participates in the development and administration of the agency's budget, including short and long range fiscal plans; approves expenditures and implements budgetary adjustments as appropriate and necessary.
9. Ensures fiduciary responsibilities are met, as directed by the Local Elected Officials Consortium and in compliance with federal, state and local laws, statutes, regulations, directives and policies.

LEO Approved: August 10, 2017

10. Manages the development and implementation of internal goals, objectives, strategies, policies and priorities.
11. Directs the preparation of financial reports, analyses and audits; ensures that complete and accurate records are maintained.
12. Attends and participates in meetings of the Southern Nevada Workforce Development Area Chief Local Elected Officials Consortium and Workforce Connections' Board, committees and work groups.
13. Prepares and presents timely updates, reports and other necessary communications to the Southern Workforce Development Area Chief Local Elected Officials and Workforce Connections' board.
14. Serves as principal representative of Workforce Connections to outside entities such as national workforce agencies, auditors, trade associations, legislative representatives, various contractors, and communities within the Workforce Development Area.
15. 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 plans, priorities and schedules; encourages and provides for staff training and professional development opportunities; 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.
2. Manages confidential information.

Qualifications

Experience and Education: Master's degree in business or public administration or a closely related field, and seven years increasingly responsible management experience, including three years at an executive level management and leadership position. A combination of formal education and directly related work experience may substitute for the degree.

Knowledge

Requires current knowledge of federal and state laws, statutes, policies and regulations pertaining to workforce investment boards and the WIOA; current knowledge of national and local economic and employment trends and conditions; thorough knowledge of modern senior management techniques and practices.

Abilities

Requires the ability to gather and analyze facts, to devise solutions to problems, to prepare clear and concise reports, ability to follow instructions, attention to details and to perform with a high level of accuracy, completeness and legal compliance. Ability to interpret and implement rules, regulations, policies and procedures, to compose clear and concise written and verbal correspondence, to communicate effectively on a professionally level with business community, agency personnel, and the public both orally and in writing.

LEO Approved: August 10, 2017

Requires the ability to perform multiple tasks and to meet simultaneous deadlines, to plan and organize work without close supervision, exercise sound judgment and discretion. Requires the ability to maintain mental capacity which allows the capability of making sound decision, effective interaction and communication with others and demonstrating intellectual capabilities.

Requires repetitive movement, sitting, writing letters and memos, face-to-face discussions with individuals or teams, use of electronic mail, telephone conversations, contact with others (face-to-face, by telephone, or otherwise); requires the ability to make decisions without supervision, freedom to determine tasks, priorities, and goals, repeating the same physical activities or mental activities over and over. Requires being exact or highly accurate, requires meeting strict deadlines. Requires work with external providers, customers or the public, work with others in a group or team, coordinating or leading others in accomplishing work activities. Requires travel to multiple sites and locations.

Skills

Basic Skills: Active learning, critical thinking, learning strategies, mathematics to include solving problems, ability to monitor self, other individuals, or organizations. Reading comprehension, professional speaking, effectively communicates in writing.

Social Skills: Coordination, instructing, negotiating, persuasion, service orientation, social perceptiveness.

Problem Solving Skills: Complex problem solving.

System Skills: Judgment and decision making.

Resource Management Skills: Clear understanding of planning, directing and reviewing the work of others on a project or day-to-day basis.

Desktop Computer Skills: Spreadsheets, presentations, internet navigation, word processing.

Work Environment

Requires working indoors in environmentally controlled conditions. Job tasks are performed in close physical proximity to other people. Travel to multiple sites

Other: Must possess and maintain a valid state driver's license throughout employment.

Salary: Subject to the Federal Executive Level II salary and bonus limitations consistent with 29 U.S.C § 3254(15) and Public Law, 113-128, title I, Section 194(15), July 22, 2014. The level is updated by the U.S Office of Personnel Management (OPM.gov) annually in January.

An equal opportunity employer/program
Auxiliary aids and services available upon request for individuals with disabilities
Relay 711 or (800) 326-6868

LEO Approved: August 10, 2017

ATTACHMENT B

Compensation for Jaime Cruz, Executive Director of Workforce Connections (WC)

Base Annual Salary	\$162,000
Paid Time Off (PTO)	Consistent with WC policies and procedures
Paid Holidays	Consistent with WC policies and procedures
Leave Buyback	Consistent with WC policies and procedures
Professional Development Time	Consistent with WC policies and procedures
PERS	Consistent with WC policies and procedures
No cost of living allowance increases	