



LWDB Executive Committee Special Meeting (via Conference Call) Agenda
Thursday, June 22, 2017
Pleased dial 316-771-6790 to be connected directly to the call
8:30 a.m. – 9:00 a.m.

- 1. Welcome and Introductions:** Kathy Jewett (8:30)
 - 2. Approval of Bylaws for the Local Workforce Development Board:** Keith Lawing (*pp. 2*)
Bylaws have been drafted for the Local Workforce Development to consider for adoption.
Recommended Action: Approve LWDB Bylaws as Presented.
 - 3. Approval of Local Area IV Agreement Between Chief Elected Officials Board and Local Workforce Development Board:** Keith Lawing (*pp. 15*)
An agreement for oversight and operations at the local level is required under the Workforce Investment and Opportunity Act (WIOA)
Recommended Action: Approve the Local Area IV agreement.
 - 4. On-the-Job Training (OJT) Contracts for the Eligible Training Provider List (ETP):** George Marko (*pp. 23*)
Employers Fiber Dynamics, Inc. and Buffco Engineering, Inc. have submitted applications to be added to the Eligible Training Provider List
Recommended Action: Approve additions to the ETP list for OJT.
 - 5. Approval of Employer of Record Contract with Manpower:** Chad Pettera (*pp. 25*)
Recommended Action: Authorize the President/CEO to enter into a contract amendment with Manpower Inc. to extend the term date through June 30, 2018 and increase the costs as noted in the attached report.
 - 6. Nomination of LWDB Officers:** Keith Lawing (*pp. 26*)
The terms for the current officers expires on June 30, 2017.
Recommended Action: Approve the nominations as presented.
 - 7. Adjourn:** Kathy Jewett (9:00)
-

The next LWDB Executive Committee Meeting is scheduled for Wednesday July 12, 2017 at 11:30 a.m.

Item:

Approval of Bylaws for Local Workforce Development Board

Background:

In 2013, the Workforce Alliance (WA) changed its governance structure and the Local Workforce Development Board (LWDB) was no longer the Board of Directors for the Corporation, but retained its authority under federal legislation for employment and training funds and the one-stop system. These are separate Boards, but under the same organizational umbrella.

Analysis:

At the time, bylaws were not developed for the LWDB, and the bylaws for the Workforce Alliance were used for the entire organization. The LWDB did adopt member job descriptions and conflict of interest policies following the internal governance modification. After an organizational review by the Kansas Department of Commerce, and to be in compliance with the Workforce Innovation and Opportunity Act (WIOA), it was felt bylaws are needed for the LWDB. The draft are based on templates from other LWDBs and have been reviewed by legal counsel.

Upon adoption of the bylaws and other agreements related to oversight and governance this information will be sent to the Kansas Department of Commerce.

Strategic Goals Supported

This activity supports the following Strategic goals of the Local Workforce Development Board:

- Workforce Innovation and Opportunity Act Implementation

Recommended Action:

Approve LWDB Bylaws as Presented.

**BYLAWS
of
Local Area IV Workforce Development Board in Kansas**

ARTICLE I

Name of Organization

The Local Area IV Workforce Development Board was created by the Workforce Innovation and Opportunity Act and serves as the Local Workforce Development Board ("LWDB") for the geographic area included within the Counties of Butler, Cowley, Harper, Kingman, Sedgwick, and Sumner. This area has been designated by the State of Kansas as a local workforce development area ("Local Area") as provided in the federal Workforce Innovation and Opportunity Act of 2014 ("WIOA") Public Law 113-128. Section 107 of the law describes the role and authority of a Local Workforce Development Board.

ARTICLE II

Authority

The LWDB is authorized under WIOA to oversee and manage the delivery of services funded by WIOA to customers throughout the Local Area. Its authority shall be exercised in conjunction with the Chief Elected Officials Board of the Local Governments of the Local Area counties listed in Article I hereof ("CEO Board"), established as provided in the Chief Elected Officials' Agreement entered into among those entities ("Agreement").

ARTICLE III

Statement of Purpose

It is the purpose of the LWDB , to establish and oversee a community-wide network of agencies and employers for delivery of the highest-quality workforce development services to its job-seeker and employer customers, by (1) assisting youth to further their education, (2) encouraging youth and adults to engage in life-long learning, (3) preparing youth and adults for entry into and advancement within the labor force, and (4) assisting employers to find qualified workers and improve the capabilities of the workforce, and thereby to improve economic conditions for all residents and businesses within the Local Area.

ARTICLE IV

Section 1. Administrative Office. The Local Area Administrative Office will be within Local Area IV as may be designated from time to time by the LWDB. There may be

other offices within the Local Area as the LWDB may designate.

Section 2. Records. The Workforce Alliance of South Central Kansas, Inc. shall keep correct and complete records of accounts and shall also keep minutes of all meetings or other proceedings of the LWDB and its committees made mandatory under the provisions of these bylaws or as otherwise created by the LWDB.

ARTICLE V

Functions and Responsibilities.

The LWDB, shall have the following responsibilities, in addition to any other assigned to it by the Governor or permitted to it under other laws and regulations:

- A. Develop the Local Plan required under WIOA Section 108, the Regional Plan required under WIOA Section 106 and any amendments thereto with broad public input as described in WIOA, and jointly with the CEO Board submit the Plans and any amendments to the Governor.
- B. Jointly with the CEO Board, negotiate and reach an agreement with the Governor's Office, the performance measures to be achieved through the local customer service delivery system.
- C. Define the duties of and designate the entity(ies) to act as One Stop Operator with the agreement of the CEO Board, and when appropriate terminate the One Stop Operator(s) for cause with appropriate notice as provided for in its contract with the One Stop Operator, with the consent of the CEO Board.
- D. Identify local entities which will fulfill the WIOA definition of One Stop Partner, including any optional Partners, and enter into an appropriate agreement with each for coordinated service delivery and support of the One Stop delivery system, subject to CEO Board approval.
- E. For youth, procure youth service contractors, award service delivery contracts and oversee performance of contractors.
- F. For adults and dislocated workers, identify eligible providers of services, enter into appropriate agreements with each, and oversee delivery of customer services by contractors.
- G. Develop a system for prioritizing delivery of services to those having the highest level of need using priorities designated in WIOA.
- H. Develop a budget for the purpose of carrying out the responsibilities of the LWDB, subject to CEO Board approval; and, if the LWDB is not the WIOA grant recipient and/or fiscal agent, direct the disbursement of WIOA funds in accordance with WIOA and contractual requirements.
- I. Appointing or hiring a President/CEO and/or staff to serve the LWDB.

- J. Coordinate private sector involvement activities with economic development strategies and develop employer linkages.
- K. Leading local efforts to engage with a diverse range of employers and other entities to promote business representation, to develop effective linkages with employers, to support employer utilization of the workforce development system, to ensure workforce development activities meet the needs of employers and support economic growth, and to develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers.
- L. Establish oversight and accountability structures for the wide range of government-funded workforce development programs and services.
- M. The LWDB designates the Workforce Alliance of South Central Kansas, Inc. to receive any funds obtained through competitive bid, solicitation, fund raising, fees-for-service, or grant application, and to procure or designate service provider(s), consultants, staff, or any other means of conducting tasks relevant to the funds received.
- N. Carry out analyses of the economic conditions of the region, the needed knowledge and skills for the region, the workforce in the region, and workforce development activities (including education and training), and conducting such other research, data collection, and analysis related to the workforce needs of the regional economy as the LWDB determines to be necessary to carry out its functions.
- O. With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth.
- P. Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting labor market needs, and disseminating such information.
- Q. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
- R. Coordinate activities with education and training providers in the Local Area, including providers of workforce development activities, providers of adult education and literacy activities, and providers of career and technical education, including reviewing applications to provide adult education and literacy activities under WIOA Title II for consistency with the Local Plan, and make recommendations to the state agency to which applications are submitted.
- S. Continually assess the physical and programmatic accessibility of One Stop centers, in accordance with the Americans with Disabilities Act, and coordinate

with stakeholders to enhance the provision of workforce services to individuals with disabilities.

- T. Jointly with the CEO Board, conduct oversight and evaluation activities for the Local Area's workforce development system as a whole and of individual components thereof, to ensure continuous improvement of service quality and performance.

ARTICLE VI

Membership

Section 1. Business. All business of the LWDB shall be managed by the Workforce Alliance of South Central Kansas, Inc.

Section 2. Appointment of Members. The LWDB shall be appointed by the CEO Board as provided in the CEO Agreement and the CEO Board's Bylaws. The LWDB's membership shall be representative of the general population in the Local Area and meet all WIOA requirements. The LWDB will consist of at least twenty-three (23) members but not more than thirty-five (35) members according to Section 3 of Article VI.

Section 3. Qualifications and Representation.

- A. A majority of the members of the LWDB shall be appointed from businesses in the Local Area with such appointees being individuals who are owners, chief executive officers, chief operating officers, human resource officers or other individuals with optimum policy making or hiring authority. Such businesses shall be representative of businesses in the Local Area providing high quality, work-relevant training and development in in-demand industry sectors or occupations in the Local Area.
- B. A minimum of 20 percent of the LWDB members shall include representatives of the workforce in the Local Area, who shall include representatives of labor organizations who have been nominated by local labor federations, and at least one representative of a joint labor-management apprenticeship program in the Local Area who shall be a member of a labor organization or training director of the program. Additional representatives of the workforce may include representatives of organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including out-of-school youth.

- C. The LWDB shall include representatives of entities administering education and training activities in the local area, who—
 - 1) shall include at least one representative of eligible providers administering adult education and literacy activities under WIOA Title II; and
 - 2) shall include at least one representative of institutions of higher education providing workforce investment activities (including community colleges); and
 - 3) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

- D. The LWDB shall include representatives of governmental and economic and community development entities serving the local area, who—
 - 1) shall include a representative of economic and community development entities; and
 - 2) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act serving the Local Area; and
 - 3) shall include an appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (other than section 112 or part C) serving the Local Area; and
 - 4) may include representatives of local agencies or entities administering programs related to transportation, housing, and public assistance; and
 - 5) may include representatives of philanthropic organizations serving the Local Area.

Section 4. Nomination and Terms of Office

- A. Business members are appointed from individuals who are nominated by local business organizations and business trade associations. Other members are appointed from individuals who are nominated by interested organizations or local organizations, agencies, institutions and federations of which they belong.

- B. Members of the LWDB shall take office immediately upon their appointment to the LWDB.

- C. LWDB member terms of office shall be appointed for fixed and staggered terms for three (3) years and shall serve until their successors are duly appointed and commence their terms of office and such three-year terms shall be allocated amongst members so approximately one-third (1/3) therefore expire each year. Any vacancy in a term or terms of members shall be filled in the same manner

as the original appointments. The Nominating Committee of the LWDB may make recommendations to the CEO Board as to members nominated for appointment to the LWDB or as to those members seeking reappointment at the expiration of their term. Vacancies created by the LWDB's expansion in its membership shall be filled by the CEO Board as provided in Section 3 of this Article.

- D. Any member whose term has expired, and who is willing to continue to serve as a member of the LWDB may seek reappointment at the expiration of their term which requires re-nomination. A LWDB member may be appointed to successive terms without limitation, and shall serve until a successor is appointed.
- E. Except as otherwise required to comply with the Workforce Innovation and Opportunity Act, members of the LWDB shall reside within the boundaries or limits of the 6 Local Area IV counties of Kansas, or their office or primary place of employment must be located within the boundaries or limits of the 6 Local Area IV counties of Kansas.

Section 5. Removal of Members. If for any reason a LWDB member no longer represents the category for which (s)he was originally appointed, that person shall be automatically removed from LWDB membership. Any member who misses three (3) unexcused meetings in a row annually will be subject to the LWDB Chair's recommendation for replacement, to be acted upon by the CEO Board. As used herein, "absent" means both not physically present and not represented by a proxy holder as provided below. A LWDB member also may be recommended to the CEO Board for removal for reasons other than attendance, but only by a two-thirds (2/3) vote of a quorum of the LWDB at a properly-noticed meeting at which the member to be removed is given an opportunity to be heard with respect to the reasons for the proposed removal. An exception may be made when the absences were for good cause and the affected member requests retention, in writing of, and receives approval from, the Executive Committee.

Section 6. Resignation of Members. Any member may resign from the LWDB by delivering a written resignation to the LWDB Chair.

Section 7. Rights of Members. Each LWDB Member present at any meeting shall be entitled to cast one (1) vote on each matter coming before such meeting for decision. The right of a member to vote and his or her rights, title and interest in or to the LWDB shall cease on the termination of his or her capacity as a Member of the LWDB

(termination being the replacement of such member by new member nomination and appointment).

Section 8. Compensation. LWDB members shall not receive any salary, wages or other compensation for their service as LWDB members, Officers or committee members, but may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties subject to the availability of funds. Reimbursement will be offered for LWDB and committee members' actual expenses only, and only in amounts allowed by applicable Federal and State law. Reimbursement other than for expenses incurred to attend LWDB meetings, related training or a LWDB-approved conference shall require prior approval.

Section 9. Representation By Proxy. Any LWDB member may send a proxy to attend LWDB meetings in his or her absence for the sole purpose of gathering information. Proxies do not count toward quorum requirements.

ARTICLE VII

Officers

Section 1. Elected Officers. The officers of the LWDB shall consist of a Chair, Vice-Chair, and an Immediate Past Chair. The Chair must be a member who was appointed to the LWDB as a business representative. In the order of succession, the officers may assume the duties and/or responsibilities of the Chair during an absence, if so designated by the Chair, but only on a temporary basis.

Section 2. Duties and Powers of the Chair. The Chair shall have authority to call meetings, both regular and special; establish committees, appoint Directors and others such as committee members; and appoint committee chairpersons. The Chair shall serve jointly as the Chair of the Executive Committee. In general, the Chair shall supervise and direct all of the business and affairs of the LWDB. The Chair shall preside over all meetings of the LWDB and the Executive Committee and perform other duties as may be directed by the LWDB. The Chair may attend all regularly scheduled meetings of the CEO Board.

Section 3. Duties and Powers of the Vice Chair. The Vice Chair shall, in the absence of the Chair or should the Chair refuse to act, preside at LWDB and Executive Committee meetings and perform such additional duties as are required of the Chair. The Vice Chair shall serve jointly as the Chair of the Finance Committee.

Section 4. Duties of the Immediate Past Chair. The Immediate Past Chair shall serve on the LWDB and Executive Committee for at least one year.

Section 5. Duties and Powers of the Secretary. The Workforce Alliance of South Central Kansas Inc. shall serve in the role of Secretary and shall be responsible to issue meeting notifications to all LWDB members and the public as may be required by law; keep minutes of all LWDB meetings and all official proceedings of the LWDB. The Workforce Alliance of South Central Kansas, Inc. serves as the custodian of the records of the LWDB and maintains corporate records. The President/CEO of the Workforce Alliance of South Central Kansas Inc. shall preside at LWDB meetings and perform such additional duties as are required of the Chair in the Chair's and Vice-Chair's absence or inability to act.

Section 6. Term of Office. Officers shall serve a term commencing at the July meeting of the LWDB. Officers shall begin in the position of Vice Chair, move to the position of Chair, and then the Immediate Past Chair. The term of Chair and Vice Chair shall be two (2) years. The term of the Immediate Past Chair shall be at least one (1) year. In the event that an officer resigns their position on the LWDB during their term, the remaining officers shall move to the next position in succession. The LWDB Chair shall appoint the Nominating Committee to fill the remaining officer vacancy. An Officer may be removed from office only by vote of a majority of the entire LWDB's then-current membership at a properly-noticed meeting, with or without cause being stated.

ARTICLE VIII

Committees

Section 1. The Chair may on occasion, establish interim and/or standing committees of the Board of the LWDB, to assist in carrying out the LWDB's responsibilities. Members of each committee will be selected by the Chair from among LWDB members, giving consideration to a balanced representation of the LWDB as a whole, and may also include non-LWDB members at the Chair's discretion. The Chair shall also select each committee chair from among the committee's LWDB members, which chair shall be empowered to call and preside over meetings of the committee. The establishment of any such committee, its purposes and its membership and chair shall be promptly reported by the Chair to the entire LWDB. Except as provided below for the Executive Committee, LWDB committees shall not be empowered to act in lieu of the LWDB, but shall serve only in an advisory capacity and shall formulate recommendations for the consideration of the entire LWDB. However, committees may take public positions on behalf of the LWDB in matters concerning support or nonsupport of grant applications. All Committee Meetings shall be publicly announced in advance in compliance with applicable laws; and, excepting only

sessions which are properly closed as provided by law, shall be open and accessible to the public.

Section 2. Executive Committee. The LWDB's Executive Committee shall consist of the LWDB Chair, Vice-Chair, CEO Board Chair, Chairs of other Standing Committees, other LWDB members, and at large members appointed by the Chair. The LWDB Chair shall call meetings of the Executive Committee by giving notice thereof to the entire LWDB, and the LWDB Chair shall preside at each meeting. The Executive Committee shall be empowered to act on behalf of the entire LWDB when action by the LWDB at a properly-noticed meeting is not feasible or as delegated by an approved motion from the LWDB; and any such Executive Committee action shall be promptly reported in writing to the entire LWDB.

The Executive Committee shall be responsible for tasking and evaluating Workforce Alliance of South Central Kansas, Inc.'s President/CEO, tasking the committees of the LWDB, and setting the agenda for LWDB meetings. The Executive Committee shall also undertake the transactional business of the LWDB as specifically delegated to it by the LWDB. Such transactional business may include approval of contracts, budgets, and operational policies, communications with the CEO Board, and other matters related to the operations of the corporation and administration of WIOA. The Executive Committee's responsibilities shall also include tasks as may be assigned to it by the Chair of the LWDB.

Section 3. Nominating Committee. The Chair may appoint a Nominating Committee of three (3) to five (5) members as needed based on the terms of officers. The duty of the Nominating Committee is to identify quality candidates for positions. Members serving on the committee can be nominated.

The Committee shall report the nominations of leadership to the LWDB. The LWDB Chair can then take additional nominations from the floor. Any member can bring forth a nomination. A member can decline a nomination any time during the nomination process.

If more than one candidate is nominated for a position a majority vote will determine the winner. Any LWDB member not present during the vote forfeits their right to participate in the election. If one nominee is presented for each open position the LWDB Chair may accept a single motion to appoint the nominated members.

ARTICLE IX

Meetings

- Section 1. Regular Meetings. Regular Meetings of the LWDB shall occur according to the schedule approved by the LWDB each year; subject to adjustment by the Chair. Regular Meetings shall be publicly announced in advance in compliance with applicable laws; and, excepting only sessions which are properly closed as provided by law, shall be open and accessible to the public. Notice of Regular Meetings will be communicated to the public and all LWDB members at least five (5) days prior to the day named for the meeting, as it may be amended from time to time, and agenda materials shall be provided sufficiently in advance to permit LWDB members' review and consideration before each meeting.
- Section 2. Special Meetings. Special Meetings of the LWDB may be called by the LWDB Chair when necessary with notice to the full LWDB at least two (2) working days prior to the Special Meeting, stating the date, time, and location, and including an agenda stating the purpose of the meeting. Each such notice shall comply with the State of Kansas open meetings law and may include notice via U.S. Mail, fax and/or electronic mail. At any Special Meeting, no business other than that stated in the agenda shall be transacted. Special Meetings shall be open and accessible to the public, excepting only sessions which are properly closed as provided by law.
- Section 3. Quorum; Voting. A quorum of the LWDB for any meeting, whether Regular or Special, shall be a majority of the then-current membership roster of the LWDB, not including any authorized LWDB position which is then vacant. Each action of the LWDB shall require the affirmative vote of a majority of a quorum, unless a greater number of votes is required elsewhere in these Bylaws or by law. If a quorum is established at a meeting, the Board may continue to conduct its business even after loss of quorum if each action taken is approved by that number of votes which equals at least a majority of a quorum or a super majority, as the case may be. LWDB action shall be taken by show of hands or spoken affirmation; no action shall be taken by secret ballot. The LWDB may exercise an option for both Regular or Special meetings to conduct the meeting using a telephone conference call originating at a location where the meeting will be open to the public and can be heard by all attendees, whether they are "attending" the meeting via conference call or in person.
- Section 4. Meeting Procedure. All LWDB meetings shall be conducted in accordance with, and shall be governed by, *Roberts Rules of Order, Latest Revision*, insofar as they are not inconsistent with these Bylaws or other applicable laws. Minutes of the proceedings for each meeting will be recorded and maintained in permanent files in the Workforce

Alliance of South Central Kansas, Inc., Administrative Office. A summary of the recorded Minutes will be prepared and distributed to each LWDB member prior to the next scheduled meeting, for adoption at the meeting. The record of proceedings of each LWDB and committee meeting also shall be made available to the public upon request to the Chair, excepting only meetings which are properly closed as provided by law.

Section 5. Conflicts of Interest. LWDB members shall avoid conflicts of interest, both real and perceived. In order to avoid conflicts of interest, if an individual has a conflict of interest, whether real or perceived, they must declare a conflict on the official record, remove themselves from the discussion, and abstain from voting on and participating in the action. No LWDB member shall cast a vote on any matter which has a direct bearing on services to be provided by, or authority or responsibility to be imposed upon, that member or any organization which such member directly represents, or on any matter which would financially benefit such member or any organization such member represents, or a member of his or her immediate family, or any other party or entity restricted and or prohibited by the Act and regulations.. In the event any such member fails to disqualify himself or herself from voting on such an issue, the Chair shall disqualify any such member whom the Chair reasonably believes to have a conflict of interest as defined herein. Any vote, including abstentions, on any issue which includes a conflict, or potential conflict of interest for a member shall be recorded in the minutes of that meeting.

Section 6. Adjournment. If a quorum shall not be present at any meeting of the LWDB, or a committee, a majority of the members present shall have power to adjourn the meeting without notice other than the announcement at the meeting of adjournment with specification of the adjourned meeting date and time.

ARTICLE X

Amendment of Bylaws

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by the LWDB only (1) by a two-thirds (2/3) vote of a quorum at any properly-called LWDB meeting, or (2) upon written request by two-thirds (2/3) of the then-current LWDB membership to the Chair; provided the proposed amendment or change has first been given to each LWDB member, in writing, 2 days prior to a properly noticed meeting and further provided the amendment is not in conflict with any applicable Federal or State laws and regulations.

ARTICLE XI

General Provisions

Section 1. Program Year. The program year of the LWDB shall begin on the first day of July of each year and end on the last day of June each year.

CERTIFICATION:

These Bylaws and any amendments thereto shall become effective immediately upon adoption by the LWDB, and shall remain in continuous effect from that date until otherwise amended.

Bylaws original date June 22, 2017

Local Area IV Local Workforce Development Board, CHAIR

Signature

Printed Name

June 22, 2017

Submitted By: Keith Lawing

Item:

Local Area IV Agreement Between the Chief Elected Officials Board (CEOB) and the Local Workforce Development Board (LWDB).

Background:

Under the Workforce Innovation and Opportunity Act (WIOA) agreements and plans are required at the local level for oversight, governance and operations. A draft agreement between the CEOB and the LWDB has been prepared and reviewed by legal counsel. The draft is based on examples from other local areas in Kansas. The CEOB met on June 7 and approved the agreement as presented here. The intent is to have this agreement in place by July 1, 2017 to be compliant with WIOA.

Analysis:

The agreement between the CEOB and LWDB address operations and oversight of the WIOA funds in Local Area IV. A key feature of the agreement is to have the LWDB provide career services. The LWDB has been performing these duties since 2009. The agreement is consistent with previous positions and actions of both the LWDB and the CEOB.

Recommended Action: Approve the Local Area IV agreement.



AGREEMENT BY AND BETWEEN THE LOCAL AREA IV LOCAL WORKFORCE DEVELOPMENT BOARD AND THE CHIEF ELECTED OFFICIALS BOARD

THIS AGREEMENT is by and between the Local Workforce Development Board (LWDB) and the Chief Elected Officials Board (CEOB) for the Kansas Local Workforce Innovation and Opportunity Act Area IV.

WHEREAS, pursuant to the provisions of the Workforce Innovation and Opportunity Act of 2014 (Public Law 105-220) (WIOA), the counties of Butler, Cowley, Harper, Kingman, Sedgwick and Sumner counties have been designated as the Kansas Workforce Innovation and Opportunity Act Local Area IV by the Governor of the State of Kansas; and

WHEREAS, CEOB and LWDB desire to provide job training and employment opportunities which will lead to maximum employment opportunities and enhance the self-sufficiency of economically disadvantaged and other persons in Local Area IV; and

WHEREAS, the purpose of this agreement is to provide a basis for cooperation and a partnership between CEOB and the LWDB, which will lead to a successful employment and training system within Local Area IV.

NOW THEREFORE, in consideration of the promises and the mutual covenants and obligations contained herein, CEOB and LWDB do hereby agree to the following provisions as the governing principles of the partnership between them for the effective planning, coordination and implementation of the employment and training system within Local Area IV.

SECTION I. DESIGNATIONS

1.1 The Governor of the State of Kansas has designated the CEOB the Grant Recipient for Local Area IV, in accordance with the procedures set forth in WIOA.

1.2 In partnership and with the agreement of the CEOB, the LWDB will designate and/or certify a one-stop operator for Local Area IV.

1.3 With the approval of CEOB and a written waiver from the Governor of the State of Kansas, the LWDB shall directly or by its agent(s) provide Career Services within the Local Area IV for the Adult, Dislocated Worker and Youth Programs of WIOA.

1.4 The CEOB designates the Workforce Alliance of South Central Kansas, Inc. to be the Fiscal Agent for WIOA Title 1 Funds.

1.5 The CEOB authorizes the LWDB to engage the Workforce Alliance of South Central Kansas Inc., a registered 501(c)3 not for profit corporation, as its agent providing staff support

consistent with the duties assigned to an LWDB by WIOA, including the delivery of career services through the Local Area IV Workforce Centers.

1.6 The CEOB may appoint a member to serve on the Board of Directors for the Workforce Alliance of South Central Kansas, Inc. to assist in coordination and oversight of employment and training activities and strategies in Local Area IV.

SECTION II. JOINT FUNCTIONS AND RESPONSIBILITIES

2.1 LWDB and CEOB shall jointly develop the Local Area IV Local WIOA Plan (Local Area Plan) and the Regional Plan for Local Area IV and any amendments thereto as specified in WIOA, and jointly submit the Local Area Plan and any amendments to the Governor of Kansas.

2.2 LWDB and CEOB shall jointly negotiate with the Kansas Department of Commerce on behalf of the Governor the WIOA performance standards for Local Area IV.

2.3 LWDB and CEOB shall jointly conduct oversight and evaluation activities for the WIOA service delivery system as a whole and of individual components thereof to ensure continuous improvement of service quality and performance. For purposes of this agreement, "oversight" shall mean reviewing, evaluating and monitoring the employment and training system and the WIOA Adult, Dislocated Worker, and Youth Programs. The "system" governed will not only serve employers and jobseekers, but will support economic development policies and strategies in Local Area IV.

2.4 LWDB shall establish such policies as are necessary for the oversight of the employment and training system and the WIOA Adult, Dislocated Worker and Youth Programs within the Local Act Area IV, subject to the approval of CEOB.

2.5 Monitoring and evaluation of the success of programs funded under the various authorities of this agreement require the sharing of information pursuant to the WIOA concerning the program performance, stability, and outcomes. CEOB and LWDB agree that such information shall be exchanged through reports, meetings, and other media; and that analyses of performance and other data shall be equally shared. Additionally, CEOB shall be given access to any and all records of the LWDB upon request subject to any restrictions or limitations imposed by federal laws or regulations or state laws or regulations and pursuant to this Agreement.

2.6 LWDB and CEOB shall jointly develop strategies to ensure the success of the employment and training system in meeting the goals stated in the Local Area Plan, and in the performance standards of various funded programs.

2.7 If at any time during the term of this agreement the LWDB discontinues functioning as a provider of career services for any or all of the WIOA Adult, Dislocated Worker, and Youth Programs in Local Area IV, the LWDB and CEOB shall select career service providers for all WIOA

Adult, Dislocated Worker, and Youth Programs which are no longer provided by the LWDB in Local Area IV.

SECTION III. FUNCTIONS AND RESPONSIBILITIES OF LWDB

3.1 The LWDB shall perform all duties required to be performed by a local workforce development board under WIOA.

3.2 The LWDB shall provide directly or by its agent(s) career services in Local Area IV consistent with WIOA.

3.3 LWDB shall ensure that the performance of WIOA programs in Local Area IV meets state and federal requirements.

3.4 LWDB shall create and support continuous improvement programs and policies for services to employers and job seekers.

3.5 LWDB shall define the duties and oversee the operations of America's Job Center's in Local Area IV and ensure services are available and accessible throughout the region.

3.6 Subject to the approval of CEOB, LWDB shall annually develop a budget that provides funds for LWDB's operations and supports the workforce priorities for the region as outlined in the Local Area Plan. The budget shall include estimates of revenues and expenditures, and shall be submitted to CEOB for review and approval no later than 30 days prior to the start of each fiscal year. Upon request of CEOB, LWDB shall submit a detailed work plan explaining its budget.

3.7 LWDB shall develop, establish and maintain policies and procedures that direct the disbursement of WIOA funds in accordance with WIOA and contractual requirements.

3.8 LWDB shall submit quarterly financial reports of revenues and expenditures to CEOB within 30 days after each quarter.

3.9 LWDB shall notify the CEOB of any application for external funding at the same time the application is forwarded to a funding agency and inform the CEOB of any funding awards.

3.10 LWDB shall notify the CEOB any contracts exceeding \$25,000.

3.11 LWDB shall contract for or obtain an external auditor to audit any or all LWDB activities on a yearly basis.

3.12 At the request of CEOB, a member of the CEOB, or a member of the LWDB, the LWDB shall permit a review of financial records of the LWDB or reports from the designated fiscal

agent.

3.13 LWDB shall adopt rules and regulations that require it to follow proper procedures for the expenditures of WIOA funds, and shall acquire insurance to the extent possible to indemnify and hold harmless each county and council of local governments in Local Area IV in the event that it is determined funds have been misspent due to willful disregard of WIOA requirements, gross negligence, failure to observe accepted standards of administration, or failure to comply, in whole or in part, with any State, Federal or local law, rule or regulation.

3.14 Pursuant to WIOA, LWDB shall provide oversight of the employment and training system and WIOA Adult, Dislocated Worker, and Youth Programs. For purposes of this agreement, "oversight" shall mean reviewing, evaluating and monitoring the employment and training system and the WIOA Adult, Dislocated Worker, and Youth Programs. The "system" governed will not only serve employers and job-seekers, but will support economic development policies and strategies in Local Area IV.

3.15 LWDB will be responsible for coordinating the development of the Local Area Plan and the Regional Plan as required by WIOA.

3.16 LWDB may establish standards and objectives relating to training, employment, and employment-related educational programs.

3.17 LWDB shall seek, create, and promote working partnerships between local business, industry and service employers in the private sector, and training, employment program deliverers, educational deliverers, non-profit agencies, and other entities as may be appropriate. These partnerships exist to integrate employment services and resources into a strong and effective regional workforce development system.

3.18 LWDB shall keep accurate records of LWDB member appointments, including the name and address of the appointee, the effective date of appointment, expiration date of appointment, and WIOA category represented by the member.

3.19 LWDB shall be responsible for maintaining letters of nomination submitted by local business organizations and business trade organizations; regional or local educational agencies, institutions, or organizations representing such local entities; local labor federations and other groups of organized labor; and other individuals and organizations.

3.20 LWDB shall promptly notify CEOB and appropriate oversight agencies in writing, of any LWDB member resignations or removals.

3.21 LWDB shall advise CEOB, in writing, at least 60 days prior to the expiration of a LWDB member's term of office. For private sector members, members of labor organizations and other categories of appointment requiring nominations, LWDB shall also notify the appropriate nominating

agencies, in writing, of the pending vacancy. LWDB shall request the nominating agencies to forward to CEOB nominations for each LWDB member whose term is expiring. Those nominations may include the LWDB member whose term is expiring.

3.22 LWDB shall identify local entities which fulfill the WIOA definition of One Stop Partner, including any optional Partners, and, with the agreement of the chief elected official, develop and enter into a Memoranda of Understanding (MOU) or other appropriate agreement in compliance with WIOA with each for coordinated service delivery and support of the One Stop delivery system.

3.23 To the extent that available funds do not permit service to all adult applicants, LWDB shall develop a system for prioritizing delivery of intensive and training services to those having the highest level of need.

3.24 LWDB shall coordinate services with the economic development and employer communities, and conduct outreach to employers to foster utilization of the WIOA service delivery systems in recruitment and training of their workforce.

3.25 LWDB shall act in accordance with the Kansas Open Meeting Act concerning all meetings of LWDB, as well as its committees and subcommittees. LWDB shall make available to the public, on a regular basis through open records and open meetings, information regarding the activities of LWDB, including information regarding the local plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants and contracts to eligible providers of youth activities, and on request, minutes of formal meetings of LWDB.

3.26 LWDB shall adopt and maintain a current set of bylaws in accordance with WIOA and submit a copy of said bylaws to CEOB.

3.27 LWDB shall procure goods and services in accordance with the requirements of WIOA and applicable federal law.

3.28 LWDB shall coordinate the workforce investment activities authorized under WIOA throughout Local Area IV, as well as develop and implement economic development strategies and employer linkages with such activities.

3.29 LWDB shall promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering, and coaching activities, through intermediaries such as the one-stop operator in Local Area IV or through other organizations, to assist such employers in meeting hiring needs.

3.30 LWDB with representatives of secondary and post-secondary education programs, shall lead efforts in the local area to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.

3.31 The LWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and jobseekers.

SECTION IV. FUNCTIONS AND RESPONSIBILITIES OF CEOB

4.1 CEOB shall serve as Grant Recipient for grant funds under WIOA Title I Adult, Dislocated Worker and Youth Programs.

4.2 In addition to the oversight and evaluation activities jointly conducted by the CEOB and LWDB for the WIOA service delivery system as a whole, CEOB shall conduct separate and independent oversight and evaluation of the provision of all Career Services within the Local Area IV for the Adult, Dislocated Worker and Youth Programs of WIOA by the LWDB to ensure compliance with applicable state and federal law.

4.3 CEOB shall appoint the members to LWDB in accordance with WIOA requirements, as well as any other applicable federal and state criteria. Private sector appointments will require the support of a local business organization. Every effort will be made to appoint members to the LWDB that have optimal decision making authority in their organizations as specified in WIOA in order to maximize the effectiveness of the LWDB.

4.4 CEOB members may be appointed to the LWDB committees and task forces as needed.

SECTION V. MODIFICATION OR TERMINATION OF AGREEMENT

5.1 This Agreement may be modified from time to time by mutual written agreement of LWDB and CEOB.

5.2 Neither party shall be liable for any delay in or inability to perform its obligations hereunder if immediate notice is given and if the delay or inability to perform is due to any event beyond the reasonable control of such party such as but not limited to acts of God, fire, flood, storm, explosion, riot, war or strike or any other circumstance of a like or different nature.

5.3 This Agreement shall be governed by the laws of the State of Kansas as to interpretation and performance.

5.4 In any case of an inconsistency between any provision of this Agreement and any provision or section of any applicable Federal, State or County rule, regulation or law, then the Federal, State or County rule, regulation or law shall supersede and control the conflicting provision of this Agreement.

5.5 If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall remain in full force and effect.

5.6 This Agreement shall remain in effect until terminated by either of the parties upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, respectively, on this ____ day of _____, 2017

Kathy Jewett, Chair
Local Workforce Development Board,
Local Area IV

Mayor Jeff Longwell, City of Wichita
Chief Elected Officials Board for the Kansas
Local Workforce Innovation and Opportunity
Act Area IV

DRAFT

Item

On-the-Job Training (OJT) Contracts for the Eligible Training Provider List (ETP)

Background

1. *Approval of Addition to the ETP List for OJT*

The following employers have submitted an application to be added to the ETP list for OJT.

Primary funding to be targeted is the Workforce Innovation Fund (WIF) grant, but will be eligible for participants in other programs as well.

Employer:	Fiber Dynamics, Inc.
Company Description:	Designs and fabricates simple to complex out-of autoclave composites using Resin Transfer Molding (RTM) technology.
Location:	Wichita, Sedgwick County
Occupation(s):	Composite Technicians
Training Length:	Up to 6 months
Average Wage Range:	\$16.00 average wage (excludes salary)
Benefits:	Health Insurance, life insurance and dental insurance
Comments:	Fiber Dynamics' business has grown to serve the aerospace (general aviation and unmanned vehicle), military, consumer, medical and motorsports markets. The company is located in Wichita, Kansas in a modern facility which opened in 2006. Fiber Dynamics currently employs 61, with a projected growth of 10-15 positions over the next two years.
OJT Funding Streams <i>subject to availability</i>	<input checked="" type="checkbox"/> WIOA Adult/Dislocated Worker – \$4,500 per trainee max <input checked="" type="checkbox"/> WIOA Youth – \$4,500 per trainee max <input checked="" type="checkbox"/> WIF– \$7,200 per trainee max <input checked="" type="checkbox"/> KAMP– \$3,000 per trainee max

June 22, 2017

Submitted by: George Marko

Primary funding to be targeted is the Kansas Advanced Manufacturing Program (KAMP) grant, but will be eligible for participants in other programs as well.

Employer:	Buffco Engineering, Inc.
Company Description:	Machining Company providing details and assemblies to the Aerospace Industry.
Location:	Mulvane, Sumner County
Occupation(s):	Machinist, Programming, Program Management, Planning, Shipping/Inventory
Training Length:	Up to 6 months
Average Wage Range:	\$20.00 average wage
Benefits:	Health Insurance, life insurance, dental insurance, disability insurance, Vision insurance, Aflac Supplemental insurance, and Additional life insurance.
Comments:	Located in Mulvane, Kansas they have been in operation for 21 years. Buffco Engineering currently employs 39, with a projected growth of 5 positions over the next two years. They utilize machines with the latest industry technology offering 3, 4 and 5 axis machining. Buffco's machining capabilities allow us to produce complex parts while continuing to provide low cost solutions for their customers.
OJT Funding Streams <i>subject to availability</i>	<input checked="" type="checkbox"/> WIOA Adult/Dislocated Worker – \$4,500 per trainee max <input checked="" type="checkbox"/> WIOA Youth – \$4,500 per trainee max <input checked="" type="checkbox"/> WIF– \$7,200 per trainee max <input checked="" type="checkbox"/> KAMP– \$3,000 per trainee max

Recommended Action

Approve additions to the ETP list for OJT.

Date: June 22, 2017

Submitted by: Chad Pettera

Item

Employer of Record Contract

Background

An employer of record contract with Manpower Inc. was procured and a contract executed in September 2014. The current contract has available two annual extensions and is in need of extending through June 30, 2018. The pricing needs adjusted for a 1% of current rates, negotiated down from the 2% renewal presented by Manpower. The updated markup rates would be as follows.

Office/Clerical	34.7%
Light Industrial	39.7%
Industrial	44.5%
Other	Agreed upon before placement
Criminal Record Check	\$13.00 per participant
	County of Residence Only \$6.50
Drug Test –In House	\$6.50 per participant- 6 panel oral
Drug Test	\$45.00 per participants- 5 panel urine
Health Care Related	
MMR	\$51.37 per participant
TB	\$30.00 per participant
If Positive TB=Chest X-Ray	\$43.10 per participant
Other Services	May be provided at pre-authorized prices

Recommended Action

Authorize the President/CEO to entire into a contract amendment with Manpower Inc. to extend the term date through June 30, 2018 and increase the costs as noted above.

June 22, 2017

Submitted By: Keith Lawing

Item:

Nomination of Local Workforce Development Board (LWDB) Officers

Background:

The terms for current officers, Kathy Jewett, Board Chair, and Gabe Schlickau, Vice Chair expire June 30, 2017. Per policy, Vice Chair Gabe Schlickau will become the Chair and Jennifer Hughes of High Touch Technologies was nominated to serve as Vice Chair.

Recommended Action:

Approve the nominations as presented.