

Nebraska Workforce Development Board  
Meeting Minutes  
June 7, 2019  
Administrative Services Building  
Development Center, Lower Level  
1526 K Street, Lincoln, Nebraska 68508

Agenda item 1. Call to Order

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Chair Mark Moravec called to order the meeting of the Nebraska Workforce Development Board (the Board) on June 7, 2019 at approximately 9a at the Administrative Services Building, located at 1526 K Street, Lincoln, Nebraska. Prior to taking up the business of the Board, Chair Moravec introduced six newly appointed Members of the Board:

1. Greg Adams, Executive Director of the Nebraska Community College Association
2. Elizabeth Babcock, Director of Communication and Talent Development with Adams Land & Cattle, LLC
3. Phil Bakken, Chief of Staff for University of Nebraska
4. Gary D. Dixon, Jr., Financial/Secretary-Treasurer at Steamfitters and Plumbers Local 464
5. Kyle J. Nixon, General Manager of Novozymes
6. Paul Turman, Chancellor of the Nebraska State College System

Chair Moravec announced that a seventh individual has also been appointed to the Board, Troy Brooks, Vice President and General Manager of Nucor Steel Nebraska. Troy had a prior commitment and was not able to attend the meeting.

Chair Moravec also announced that the Board Members' meeting packets included, as Handout 1, the follow-up information requested by the Board during the March 8 meeting regarding outcomes data for the SNAP Next Step Program. The data in the handout was provided by Ashley Mathers, Program Coordinator, Greater Nebraska Workforce Development Area.

Agenda item 2. Roll Call

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Lindsey Sullivan called the roll and determined that a quorum was established.

Members in attendance

- |  |                         |
|--|-------------------------|
| 1. Lt. Governor Mike Foley<br>(Governor Pete Ricketts' designee) | 9. Gary D. Dickson, Jr. |
| 2. Senator Joni Albrecht   | 10. Jason Feldhaus      |
| 3. Greg Adams  | 11. Allan Hale          |
| 4. John Albin  | 12. James Hanson, Jr.   |
| 5. Elizabeth Babcock   | 13. Mark Moravec        |
| 6. Phil Bakken   | 14. Kyle J. Nixon       |
| 7. Bo Botelho<br>(Dannette Smith's designee)                     | 15. Dave Rippe          |
| 8. Brian Deakin  | 16. Bradley Schroeder   |
|  | 17. Paul Turman         |

### Members absent

- |                           |                      |
|---------------------------|----------------------|
| 1. Governor Pete Ricketts | 7. Jennifer Sedlacek |
| 2. Troy Brooks            | 8. Dannette Smith    |
| 3. Michael Geary          | 9. Becky Stitt       |
| 4. Susan Martin           | 10. Carol Swigart    |
| 5. Don Nordell            | 11. Lisa Wilson      |
| 6. Terri Ridder           |                      |

### Nebraska Department of Labor (NDOL) Board support staff in attendance

- |   |  |
|---|--|
| 1. Katie Thurber, General Counsel   | 4. Dawn Carrillo, WIOA Program Analyst,<br>Office of Employment & Training           |
| 2. Brian Potters, Workforce Services<br>Administrator, Office of Employment &<br>Training | 5. Deb Andersen, WIOA Policy<br>Coordinator, Office of Employment &<br>Training      |
| 3. Erin Cooper, Workforce Services<br>Administrator, Office of Employment &<br>Training   | 6. Lindsey Sullivan, Administrative Assistant<br>II, Office of Employment & Training |

### Guests in attendance

- |   |   |
|---|---|
| 1. Angie Hansen-Kruse, NDOL   | 11. Jan Norlander-Jensen, Greater Lincoln<br>Workforce Development Area |
| 2. Scott Hunzeker, NDOL   | 12. Michelle Olson, Greater Lincoln<br>Workforce Development Area       |
| 3. Richard Prince, Jr., NDOL  | 13. Kelsey Miller, Greater Nebraska<br>Workforce Development Area       |
| 4. Federico Torres, NDOL  | 14. Susan Nickerson, Greater Nebraska<br>Workforce Development Area     |
| 5. Shauna Smith, NDOL   | 15. Erin Porterfield, Greater Omaha<br>Workforce Development Area       |
| 6. Maria Rowan, NDOL  | 16. Andy Huls, Greater Omaha Workforce<br>Development Area              |
| 7. Neil Sullivan, Nebraska Department of<br>Administrative Services |   |
| 8. Allison Hatch, Nebraska Department of<br>Economic Development    |   |
| 9. Mackenzie Martin Fisk, Legislature                               |   |
| 10. Shari Clausen, Job Corps  |   |

### Agenda item 3. Notice of Publication

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Lindsey Sullivan announced that the Notice of Public Meeting was duly published, in accordance with the Nebraska Open Meetings Act, in the Beatrice Daily Sun, Grand Island Independent, Lincoln Journal Star, North Platte Telegraph, Omaha World Herald, and Scottsbluff Star-Herald and on the State of Nebraska Public Meeting Calendar.

### Agenda item 4. Approval of Minutes

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Chair Moravec called the Board's attention to the draft minutes from the last meeting of this Board held on March 8, 2019, which were included the Board Members' meeting packets as Handout 2. The minutes were also emailed to Members of the Board on May 30, 2019. Chair Moravec asked if the Members had any additions or corrections to the minutes, of which there were none. Chair Moravec opened the floor for public comment on the draft minutes. No public comments were made. Brian Deakin motioned to approve the minutes of the March 8, 2019 meeting of the Board, and Jason Feldhaus seconded the motion. Members of the Board in attendance voted on the motion by voice vote. The vote carried unanimously.

Chair Moravec reminded the Board that agendas, minutes, and packets provided during meetings of the Board are available on Board's webpage, which is accessible at <https://dol.nebraska.gov/EmploymentAndTraining/LCRWP/WIOA/NWDB>.

#### Agenda item 5. Workforce Development in Nebraska

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Chair Moravec introduced Lt. Governor Mike Foley, who presented to the Board on the topic of workforce development in Nebraska. Lt. Governor Foley addressed the Board regarding:

- challenges faced by Nebraska's workforce system, including slowing birth rates, low unemployment rates, the limited available labor pool, and barriers to employment for job seekers; and
- opportunities for workforce development, including [JAG \(Jobs for America's Graduates\) Program](#), [Developing Youth Talent Initiative](#), [Registered Apprenticeships](#), [NEres reemployment program](#), [SNAP Next Step Program](#), and [Bring Up Nebraska](#).

#### Agenda item 6. Workforce Development Excellence Award – Presentation

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The next order of business was the presentation of the first annual *Workforce Development Excellence Award*. Chair Moravec stated that during the fall of 2018, the Board established the *Workforce Development Excellence Award Program*. Through the Program, the Board annually recognizes an individual or organization for exceptional contributions or achievements in the area of workforce development in Nebraska. Chair Moravec introduced Lt. Governor Foley and Commissioner of Labor John Albin who presented the award to Joan Modrell, retired Director of the Office of Employment & Training, Nebraska Department of Labor.

Commissioner Albin remarked on Joan Modrell's significant contributions to workforce development in Nebraska, saying the Joan's name is probably the first that comes to mind when thinking of workforce development in Nebraska. During more than 30 years in Nebraska's workforce system, Joan served in numerous capacities through her involvement with the CETA (Comprehensive Employment and Training Act) and JTPA (Job Training Partnership Act) Programs and was instrumental in Nebraska's implementation of WIA (Workforce Investment Act of 1998) and WIOA (Workforce Innovation and Opportunity Act of 2014). Commissioner Albin stated that Joan's contributions to workforce development in Nebraska are unparalleled.

Lt. Governor Foley presented the Award and thanked Joan for her service to the State of Nebraska. As she accepted, Joan thanked the selection committee and said she was humbled and honored to be selected as the first recipient of the Award. In her remarks to the Board, Joan said, "You change people's lives with what you do. You put them on a career path, get them a job, or get them a better job. That is rewarding and important work. I applaud what you do and continue to do, and I've been proud to be a part of it."

#### Agenda item 7. Bylaws – Proposed Amendment

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The next item of business was the proposed amendment of the Board's bylaws. In the Board Members' packets, a draft of the bylaws showing the proposed changes was provided as Handout 3. The draft was also provided to the Members of the Board by email on May 28, 2019. Section 6.2 of the current bylaws of the Board requires that the Members of the Board be provided with written notice of proposed changes to the bylaws at least 10 days in advance of the meeting at which the proposed changes are to be acted upon by the Board. The email sent on May 28, 2019 served as the required written notice.

Deb Andersen provided the Members of the Board with an explanation of the proposed changes to the bylaws. The proposed changes to Sections 2.1, 2.4, 2.6, 4.2, and 4.4 were made as clarifications to ensure alignment with law and regulation. The proposed change to Section 4.5 was made to correct the reference to the State Board. The proposed change to Section 4.8 was made to correct the reference to Neb. Rev. Stat. §§ 49-1499 – 49-14,103.03, which incorrectly identified those provisions as part of the Nebraska Open Meetings Act. The citation refers to conflict-of-interest provisions in Nebraska statute. The proposed changes to Sections 5.3 and 5.6 were made as clarifications to ensure alignment with law and regulation. The proposed changes to Section 8.1 are required when amending the bylaws.

Chair Moravec opened the floor to the Members of the Board for discussion on the proposed changes. Regarding Section 2.4(d), Senator Joni Albrecht asked to what “VR” referred. Deb Andersen stated that VR refers to Vocational Rehabilitation. Senator Albrecht recommended that the acronym be defined. No other discussion was heard on the proposed changes. Chair Moravec opened the floor for public comment on the proposed changes. No public comments were made. Vice Chair Bradley Schroeder motioned to approve the proposed changes to the bylaws, as recommended by Senator Albrecht. Phil Bakken seconded the motion. Members of the Board in attendance, excluding designees, voted by roll-call vote on the motion, which carried unanimously.

#### Agenda item 8. Subcommittee Reports

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The next order of business was subcommittee reports. Reports from the Evaluation and Review Subcommittee and Strategy and Innovation Subcommittee were not available due to the unplanned absences of Subcommittee Chairs Terri Ridder and Michael Geary.

Subcommittee Chair James Hanson, Jr. provided the report for the Policy and Oversight Subcommittee. The Subcommittee met on March 8, 2019 and June 4, 2019, during which 3 initial action items were identified based on the responsibilities assigned to the Subcommittee under the Board’s bylaws:

1. assisting with the development of the state plan;
2. identifying factors for high-performing boards; and
3. identifying methods for assessment and evaluation of programs and one-stop partner programs, which will be done in coordination with the Evaluation and Review Subcommittee, in addition to the plan partners and one-stop delivery system partner programs.

James expanded on the identified action items as described in Addendum 1 to these minutes.

#### Agenda item 9. Member Updates

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Chair Moravec asked Members of the Board for updates on their respective industries or organizations and local workforce development area activities for the Members who also serve on local workforce development boards. Members of the Board provided updates as requested.

#### Agenda item 10. Public Comment

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Chair Moravec opened the floor for public comment. No public comments were made.

#### Agenda item 11. Next Meeting – Date and Time

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Chair Moravec reminded the Members of the Board that the next meeting of the Board is scheduled for September 13, 2019 from 9a to 12p and will be held at the Administrative Services Building, Development Center, Lower Level, 1526 K Street, Lincoln, Nebraska 68508. If the date or time of the September meeting changes, members of the Board will be notified by email. Members of the public may confirm the date and time of the September meeting by checking the Upcoming Meeting section of the Board's webpage, which is accessible at <https://dol.nebraska.gov/EmploymentAndTraining/LCRWP/WIOA/NWDB>.

Chair Moravec reminded the Board that the Evaluation and Review Subcommittee was scheduled to meet immediately after the meeting of the Board adjourned and that meetings of the other Subcommittees would be held on a later date.

#### Agenda item 12. Adjournment

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Chair Moravec asked for a motion to adjourn the meeting. Senator Joni Albrecht motioned that the meeting be adjourned, and James Hansen, Jr. seconded the motion. Members of the Board in attendance voted by voice vote on the motion, which carried unanimously. The meeting adjourned at approximately 10:20a.

## Addendum 1. Policy and Oversight Subcommittee Report

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The Policy and Oversight Subcommittee met March 8, 2019 and June 4, 2019.

Identified three initial action items based on the responsibilities assigned to the subcommittee under the Board's bylaws:

1. Assisting with the development of the state plan
  - a. This Board's role is to assist the Governor in the development and implementation of the state plan (20 CFR 679.130).
  - b. The next 4-year state plan for Nebraska's workforce system must be submitted to the US Departments of Education and Labor on March 1, 2020.
  - c. The Policy and Oversight Subcommittee will be the driving force to keep everyone on track and assure the time lines are met.
  - d. The initial strategy session, which was scheduled for June 7, 2019, was cancelled and will be rescheduled in order to provide all members of this Board and local boards with the opportunity to attend, in addition to plan partners and interested workforce system shareholders.
  - e. Within the next 2 or 3 weeks, the subcommittee will be scheduling a meeting with the plan partners to discuss next steps.
2. Identifying factors for high-performing boards
  - a. Federal regulation requires that local workforce development boards establish in their local plans the actions they will take toward becoming or remaining high-performing local boards.
  - b. Factors for determining high-performing local boards must be developed by this Board.
  - c. The factors must be identified in the state plan.
  - d. Once the subcommittee identifies factors, a recommendation will be made to this Board.
3. Identifying methods for assessment and evaluation of plan partner programs and one-stop delivery system partner programs
  - a. In the state plan, Nebraska is required to:
    - i. identify methods for assessing the:
      - A. overall effectiveness of the workforce development system in relation to the strategic vision and goals identified in the state plan and how it will use the results of the assessment and other feedback to make continuous or quality improvements
      - B. core programs each year based on performance accountability measures described in WIOA Sec. 116(b), which must include the quality, effectiveness, and improvement of programs broken down by local area or provider
      - C. other state plan partner programs and one-stop delivery system partner program services each year
    - ii. describe how the:
      - A. state will conduct evaluations and research projects on activities under the core programs
      - B. projects will be coordinated with and designed in conjunction with state and local boards and with state agencies responsible for the administration of all respective core programs

- C. projects will be coordinated with the evaluations provided for by the Secretaries of Labor and Education under WIOA
- b. The Policy and Oversight Subcommittee will coordinate with the Evaluation and Review Subcommittee on this action item, in addition to the plan partners and one-stop delivery system partner programs.
- c. Once the subcommittees identify assessment and evaluation methods, recommendations will be made to this Board.

DRAFT



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**DEPARTMENT OF LABOR**



August 5, 2019

Christopher Mendoza  
Workforce Development Specialist  
USDOL/ETA Region V  
230 S. Dearborn St., 6<sup>th</sup> Floor  
Chicago, IL 60604

Dear Chris,

Attached to this letter is the State's response to the WIOA Key Provisions Review in the Greater Nebraska Workforce Development Area conducted March 25 – 28, 2019.

Sincerely,

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

John Albin  
Commissioner/State WIOA Liaison  
Nebraska Department of Labor

cc: Katie Thurber, General Counsel, Nebraska Department of Labor  
Brian Potters, Administrator, Nebraska Department of Labor  
Erin Cooper, Administrator, Nebraska Department of Labor  
Kelsey Miller, Administrator, Greater Nebraska Workforce Development Area  
Deb Andersen, WIOA Policy Coordinator, Nebraska Department of Labor

Attachment: State's response to the WIOA Key Provisions Review in the Greater Nebraska Workforce Development Area



## **Attachment: State's response to the WIOA Key Provisions Review in the Greater Nebraska Workforce Development Area**

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### **Finding 1: Career Services provided without CEO/Governor Agreement – State & Local Area**

(Indicator 1.b: Implementation)

Greater Nebraska WDB staff provide WIOA Title I adult, dislocated worker, and youth career services at the Greater Nebraska Job Centers without any evidence of agreement for such a structure from the relevant chief elected official and the Governor, and without an agreement between the WDB and the CEO clarifying roles and responsibilities.

The regulations at 20 CFR 679.410(b) state, "A Local WDB may act as a provider of career services only with the agreement of the chief elected official in the local area and the Governor." Additionally, 20 CFR 679.400(e) states that "should the WDB select an entity to staff the WDB that provides additional workforce functions beyond the functions described at WIOA sec. 107(d), such an entity is required to enter into a written agreement with the Local WDB and chief elected official(s) to clarify their roles and responsibilities..."

**Corrective Action:** The State must ensure that there is evidence of agreement by the CEO of the Greater Nebraska Local Area and the Governor for the structure described above. The Greater Nebraska WDB and the CEO must also enter into a written agreement that clarifies the roles and responsibilities of the entity staffing the WDB. The State must provide evidence of these agreements, in its response to this report.

#### **Response:**

The Governor, the Greater Nebraska Chief Elected Officials Board (CEOB), and the Nebraska Department of Labor (NDOL) entered into an agreement on July 1, 2017, which is provided as Addendum 1 to this attachment. The agreement defines the roles and responsibilities of each party regarding WIOA implementation in the Greater Nebraska Workforce Development Area (GNWDA), including NDOL's provision of staff support to the CEOB and the Greater Nebraska Workforce Development Board (GNWDB).

The CEOB and the GNWDB entered into an agreement on July 1, 2017. The agreement is provided as Addendum 2 to this attachment. The agreement defines the roles and responsibilities of each party regarding the implementation of WIOA in the GNWDA.

The GNWDB and NDOL entered into two agreements on July 1, 2017 regarding implementation of the WIOA Title I adult, dislocated worker, and youth programs in the GNWDA, including NDOL's roles and responsibilities as the service provider for the programs. The agreements are provided as Addendums 3 and 4 to this attachment.

### **Finding 2: Lack of Common Identifier for Affiliate Sites – State**

(Indicator 1b.4 – Required One-Stop Partner)

The State does not use a common identifier such as "American Job Center" or "a proud partner of the American Job Center network" to brand the affiliate sites in the State of Nebraska.

Section 20 CFR 678.900(b) states, “As of November 17, 2016, each one-stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.” In addition, 20 CFR 678.900(c) states, “As of July 1, 2017, each one-stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.” Lastly, 20 CFR 678.900(d) provides that one-stop partners, States, or local areas may use additional identifiers on their products, programs, activities, services, facilities, and related property and materials.

The State of Nebraska does not have a policy that requires Local Areas to use the common identifier to brand the affiliate sites in the State.

**Corrective Action:** The State must ensure that all of its local areas brand its affiliate sites, as described above. The State must develop a policy mandating this and provide a copy of the policy in its response to this report.

**Response:** The State first issued a policy on January 31, 2017 requiring utilization of the common identifier by each AJC and affiliate site and on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system. Nonetheless, Section I(b) of the *One-stop Delivery System Assessment and One-stop Center Certification* policy has been revised to state explicitly that this requirement applies to branding of AJCs and affiliate sites, which includes signage. The revised policy is accessible on the WIOA [Policies](#) page and may be accessed directly by clicking this link: [One-stop Delivery System Assessment and One-stop Center Certification, Change 1](#).

The State will provide technical assistance to the administrative entities of the local areas to ensure that the requirements regarding branding of AJCs and affiliate sites are clearly understood.

Regarding branding of the Sidney affiliate site, common-identifier signage has been added to the door. Evidence of the branding is provided as Addendum 5 to this attachment.

### **Finding 3: Local WDB not monitoring Priority of Service – Greater Nebraska** (Objective 1.e.2 Priority of Service)

The Local WDB has not conducted formal monitoring and oversight of priority of service for Veterans.

In accordance with 20 CFR 679.370(i)(1), the local board, in partnership with the local chief elected official, must conduct oversight of WIOA adult, dislocated worker, and youth activities and the entire one-stop delivery system in the Local Area. In addition, the Greater Nebraska Workforce Development Board’s priority of service policy states, “Compliance with the priority requirements of this policy will be monitored by the local board. Monitoring must include a review of the process(es) set forth in the local area policy on ensuring priority of service. Local area compliance will be reviewed as part of routine program monitoring conducted by the NDOL State Monitor.”

In the absence of monitoring and oversight, there is no way to ensure that priority of service is being achieved.

**Corrective Action:** The State must work with the Local WDB to develop a plan for ensuring that priority of service is monitored per its own policy. The State must submit a copy of the plan in its response to this report.

**Response:** The GNWDB priority-of-service plan is provided as Addendum 6 to this attachment.

#### **Finding 4: Non-Compliant Monitoring – State**

(Indicator 2.f: Subrecipient Management & Oversight)

The State does not regularly conduct programmatic and fiscal monitoring of its WIOA Title I adult, dislocated worker, and youth programs. The State provides sporadic oversight of these programs, and, because the State is also the service provider in the Greater Nebraska Workforce Area, this monitoring can be subject to conflict of interest issues.

The regulations at 20 CFR 683.410(a) state, “Each recipient and subrecipient of funds under title I of WIOA and under the Wagner-Peyser Act must conduct regular oversight and monitoring of its WIOA and Wagner-Peyser Act program(s) and those of its subrecipients and contractors as required under title I of WIOA and the Wagner-Peyser Act...”

The State has experienced high turnover in its monitoring position in recent years. This has contributed to weaknesses and deficiencies in the State’s monitoring.

Regular oversight helps to ensure compliance with requirements, effective service provision, and achievement of performance and expenditure goals. Failure to monitor WIOA programs could result in compliance issues with aspects of the regulations, such as the universal access, nondiscrimination, and affirmative action requirements, as well as issues with the quality or effectiveness of services.

**Corrective Action:** The State must develop a method or procedure for regular oversight of the WIOA Title I adult, dislocated worker, and youth programs that is free of conflict of interest. The State must provide a copy of the procedures for conducting regular oversight, in response to this report.

**Response:** An updated monitoring schedule is provided as Addendum 7 to this attachment. The State’s WIOA Monitor Manual is accessible at <https://dol.nebraska.gov/webdocs/getfile/6bf37f9b-be15-4b53-b687-fa6296e9e544>.

#### **Finding 5: Affiliate AJC not accessible – State & Sidney Affiliate**

(Indicator 2.i: Civil Rights, Complaints, Grievances & Incident Reporting)

The Nebraska Department of Labor’s Sidney Affiliate Job Center does not meet physical access requirements for individuals with disabilities. The Job Center building does not have an ADA complaint entrance suitable for physically disabled persons.

Section 29 CFR Part 38.13(a) states: No qualified individual with a disability may be excluded from participation in, or be denied the benefits of a recipient’s service, program, or activity or be subjected to discrimination by any recipient because a recipient’s facilities are inaccessible or unusable by individuals with disabilities. Recipients that are subject to Title II of the ADA must also ensure that new facilities or alterations of facilities that began construction after January 26, 1992, comply with the applicable federal accessible design standards, such as the ADA Standards for Accessible Design (1991 or 2010) or the Uniform Federal Accessibility Standards.

In addition, recipients that receive federal financial assistance must meet their accessibility obligations under Section 504 of the Rehabilitation Act and the implementing regulations at 29 CFR part 32.

**Corrective Action:** The State must ensure that the entrance to the Sidney Affiliate Job Center is accessible to individuals with disabilities. The State must provide evidence of the changes made to the entry door to make it physically accessible, in order to resolve this Finding.

**Response:** The State notified the owner of the facility in writing of the inoperative automatic door opener and requested the opener be repaired no later than August 2, 2019. A copy of the written notice is provided as Addendum 8 to this attachment. The opener was repaired by July 29, 2019, which was confirmed by Angela Hansen-Kruse, Nebraska's State EO Officer. The confirmation email is included in Addendum 8.

### **Finding 6: Non-Compliant OJT Policy – Greater Nebraska**

(Indicator 2.i.1 Policies and Procedures)

The Local WDB has an OJT policy in place that requires employers participating in OJT to be listed on the State's Eligible Training Provider (ETP) List.

The local area's OJT Policy (p. 10) states, "Employers participating in the OJT Program will be listed on the State's Eligible Training Provider list. NEworks will be the source for employer information."

The policy, if followed, would result in unallowable entities (employers) being on the ETP List. The regulations at 20 CFR 680.410(d) indicate "An ETP...(d) must be one of the following entities: (1) institutions of higher education...(2) entities that carry out programs registered under the National Apprenticeship Act...or (3) Other public or private providers of training. The ETP list is intended to include only those entities whose sole purpose is provision of training and education. These training providers and programs submit very specific performance outcome information related to the training programs they operate in order to be included on the ETP List.

After interviewing the staff, reviewers learned the local area is not following the policy at present. In addition, they learned the purpose for adding participating OJT employers to the ETP list was for the staff to be able to view which employers were participating in OJT.

**Corrective Action:** The State must ensure that the Local WDB revise its OJT policy to remove the directive to place OJT employers on the ETP list. The State should assist the Local WDB in developing an alternate method for tracking OJT employers. In its response to this report, the State should provide a copy of the revised policy.

**Response:** The GNWDG revised its OJT policy. The revised policy is accessible at <https://dol.nebraska.gov/webdocs/getfile/20309dc3-9074-43d3-aa40-10dc37c5c0e5>. Employers providing OJT are tracked in the State's management information system (NEworks). Each local area can generate a current list of its OJT employers by running a report in NEworks.

### **Concern 1: Limited Access to NEworks for DVOP Staff – Greater Nebraska**

(Indicator 1.a.3 Coordination and Integration)

The Disabled Veterans' Outreach Program (DVOP) specialists do not have the same access to the State's case management system, NEworks, as the WIOA Title I staff.

A memorandum of understanding between the Board, the CEO, and NDOL states in the section on data sharing, “Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers’ interaction with the integrated system and allows information collected from customers at intake to be captured once.”

Due to personally identifiable information (PII) concerns, the State determined that DVOPs would not have the same case management access as WIOA workforce coordinators. With such limited access, the DVOPs are not able to see the progress the participant is making. For example, if a WIOA workforce coordinator contacts a participant and inserts case notes into the system, the DVOP does not have access to that information. By allowing full access, case managers could limit the duplication of services and frequency of contact.

**Recommended Action:** The State should review its PII policy standards to reconsider if the DVOPs can gain full access to NEworks.

**Response:** In an effort to improve transparency and coordination of services, NDOL is currently reviewing and implementing revised system access to the State’s management information system (NEworks). This new access will allow all staff, including NDOL staff and service providers/subcontractors utilizing NEworks for program/case management, to view all case notes regardless of the program for which they are responsible for service delivery and administration. The only restriction that will remain in place regarding case note access is that staff will continue to be restricted by their local workforce development area (local area). Furthermore, as part of the effort to improve communication and coordination of service delivery, all staff users in NEworks will be granted access to view all programmatic services and self-services captured in NEworks, regardless of the programs under which those services are recorded. Regarding recorded services, the State is reviewing system capabilities to make recorded-services information available to all staff users without restrictions, including local area restrictions. This will allow staff users to coordinate services in scenarios where customers relocate from one local area to another. The State believes that these accommodations will create added transparency and more effective coordination of service delivery across all programs for all service providers, which will ultimately enhance the overall customer service experience statewide.

## **Concern 2: Lack of Common Intake Forms Between Partners – Greater Nebraska, Scottsbluff**

(Indicator 1.a.3 Coordination and Integration)

The partner programs at the Scottsbluff Center do not have common or shared intake processes. Based on interviews with the WIOA staff, as well as some of the required partners, the reviewers noted that each agency uses its own intake and assessment processes.

In the memorandum of understanding between the Board, CEO, and its required partners, the vision states, “The strategies are coordinated - with partners working collaboratively, sharing information, and aligning policies across programs to ensure efficiency and enhanced access.”

Although there have been discussions on developing a common intake form, no further action has been taken to implement a universal intake form. The lack of a common process could result in duplication of services and burdens the participant by filling out multiple forms that capture the same information.

**Recommended Action:** The State should consider working with the Local WDB, CEO, service providers, and partners to develop common processes, forms, and procedures.

**Response:** The State has developed a web-based common intake system that one-stop partners can use statewide. The purpose of the system is to minimize the need for program participants to repetitively provide information required during intake and minimize the duplication of services. The system was demoed for all required grant partners on April 15, 2019 and deployed to a live production site on June 10, 2019. The state is currently finalizing partner modification requests and transitioning the production site to a permanent host server. Following this final stage of deployment, the State will provide technical assistance for local area administrative entities and service providers on use of the system.

### **Concern 3: Memorandum of Understanding Needs Update – Greater Nebraska**

(Indicator 1.b.3: Partnerships)

The current MOU between the Board, partners, and CEO does not identify one of the NDOL offices that are part of the local One-Stop system.

The current MOU (p. 6) states, “There are two (2) comprehensive American Job Centers and eight (8) Nebraska Department of Labor (NDOL) offices throughout the 88 county region.” However, as of the date of the review, the Greater Nebraska Local Area actually has nine NDOL offices.

Section 20 CFR 678.500(d) indicates that the MOU should be updated at least every three years to reflect any changes in the system.

The current MOU was established prior to the ninth office (Sidney) opening. While the MOU may not be at the point in which updating is required, it is important to ensure that this change is made within a reasonable timeframe. If the MOU is not updated, the Local WDB will not be in compliance with the terms and conditions of the MOU.

**Recommended Action:** The State should consider working with the Local WDB to ensure the MOU is updated to reflect the current environment. An amendment to the current MOU is an acceptable interim option.

**Response:** NDOL is working with the GNWDB Legal counsel regarding updating its MOUs to identify the Sidney affiliate site as part of the local one-stop delivery system.

### **Concern 4: Incomplete Procedures Manual for Program Services – Greater Nebraska**

(Indicator 1.e Participant Services)

While the Local WDB has individual program policies for program services, there is no one place for case managers to readily access policies and procedures. The local workforce coordinators expressed an interest to reviewers in having a program manual, as it would help them to better and more efficiently serve participants.

A manual could provide the front line staff with a single document that outlines how to serve each participant in a consistent manner. In addition, as new staff is hired, the manual could serve as a reference guide on serving participants.



**Recommended Action:** The State should consider working with the Local WDB, One Stop Operator, and service provider staff in the local area to develop a WIOA program manual. The manual should include procedures for case managers on how to provide program services to participants. The Local WDB and OSO should also consider providing training to staff.

**Response:** The GNWDB is currently developing a WIOA program manual. The manual will be published by August 14, 2019 and available on the GNDWA webpage, which is accessible at <https://dol.nebraska.gov/EmploymentAndTraining/LCRWP/WIOA/LocalWorkforceDevelopmentAreas>. The GNWDA administrative entity will provide technical assistance on the manual to service provider staff beginning August 14, 2019.



## Addendum 1: Agreement among the Governor, CEOB, and NDOL

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The agreement among the Governor, CEOB, and NDOL follows this page.

*[remainder of page left blank intentionally]*

**AGREEMENT  
BETWEEN  
THE GOVERNOR OF THE STATE OF NEBRASKA,  
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,  
AND  
THE NEBRASKA DEPARTMENT OF LABOR**

---

**Grant Recipient Services**

THIS AGREEMENT is entered into on July 1, 2017 between the Governor of the State of Nebraska (Governor), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the Nebraska Department of Labor (NDOL).

WHEREAS, the federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) (WIOA) is being implemented in the State of Nebraska; and

WHEREAS, the Governor has agreed to act as grant recipient and Chief Elected Official (CEO) for the Greater Nebraska Workforce Development Area (GNWDA), and will appoint a board of municipal and county elected officials to carry out the CEO duties in the GNWDA as prescribed in WIOA; and

WHEREAS, NDOL has been designated as the grant recipient and has agreed to have NDOL provide staff for the administration of WIOA; and

WHEREAS, the parties wish to set forth the responsibilities that arise as the result of the designation of NDOL as grant recipient.

NOW, THEREFORE, the parties agree as follows:

1. The GNCEOB, representing the Governor as CEO under WIOA, has the following responsibilities:
  - A. Appoint the GNWDB in accordance with criteria established under WIOA.
  - B. Enter into an agreement with the GNWDB, describing roles and responsibilities of the parties.
  - C. In partnership with the GNWDB, set policy for the portion of the statewide workforce development system within the local area.
  - D. Review and approve the four-year local plan (beginning on July 1, 2017), developed by the GNWDB under Section 108(a) of WIOA and its implementing regulations.
  - E. In collaboration with the GNWDB, designate/certify the American Job Centers for the GNWDA.

- F. Review and approve the memorandums of understanding developed by the GNWDB with American Job Center partners concerning the operation of the American Job Center network delivery system in the GNWDA.
  - G. Develop local procedures consistent with WIOA and described in the GNCEOB Agreement.
2. NDOL, as grant recipient, shall provide the following administrative services:
- A. Staff support to the GNWDB and GNCEOB, including the establishment of Youth Services and Adult and Dislocated Workers Services.
    - i. Employees or contractors shall report directly to NDOL.
    - ii. NDOL shall determine staffing levels at its discretion.
  - B. Preparation of program plans, budgets, related schedules, and modifications.
  - C. Negotiation of memorandums of understanding and awarding of specific subgrants, contracts, and purchase orders through appropriate procurement processes.
  - D. Oversight and monitoring of agreements for service and training providers.
  - E. Conducting public relation activities that are related to program outreach.
  - F. Development of systems and procedures including information systems for assuring compliance with program requirements.
  - G. Development of Individual Training Account (ITA) system for participants.
  - H. Assisting in the designation/certification of the American Job Centers.
  - I. Assisting GNWDB in negotiation of performance measures.
  - J. Resolution of findings arising from audits, reviews, incident reports, grievances and complaints.
  - K. General administrative services, including legal services, financial management and accounting services, audit services, and managing purchasing, property, payroll and personnel.
3. Reimbursement for the services provided by NDOL shall be based upon actual expenses to be paid from WIOA Adult and Dislocated Worker Employment & Training Activities funds and WIOA Youth funds sources. In no event shall such actual expenses exceed the funding sources available.

4. Additional assignments and responsibilities may be negotiated between the parties to this Agreement.
5. This Agreement supersedes any prior Agreement, effective July 1, 2017 through June 30, 2020.
6. This Agreement shall be reviewed on a bi-annual basis and, by agreement of the parties, it may be extended for one (1) additional two-year period with performance standards, budget and service levels to be determined annually by the Local and State Plan(s). This Agreement may be renewed upon the written agreement of the parties.
7. Any party seeking extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
8. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.
9. This Agreement shall terminate upon the occurrence of any one or all of the following:
  - a. Exhaustion of designated fund. This Agreement will terminate in full or in part at the discretion of GNWDB in the event GNWDB suffers lack of funding or termination of federal funds which permits it to fund this Agreement. In that event, payment shall be made for services rendered and completed at the termination of the Agreement.
  - b. Upon sixty days' written notice by either party to the other.
  - c. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
  - d. Expiration of the term of the Agreement.
  - e. In the event of a default or violation of the terms of this Agreement by E&T or failure to use the funds for only those purposes set forth herein, or failure by E&T to make sufficient progress so as to endanger performance, GNWDB may:
    - i. Suspension: After ten (10) days' notice to E&T, suspend the Agreement and prohibit E&T from incurring additional obligations of funds, pending corrective action by E&T or a decision to terminate.
    - ii. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that E&T has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide E&T in writing specific notice of the terms and conditions it has failed to comply with and at least thirty (30) days in which to cure such defect or failure, unless such delay would cause irreparable harm to the program. In the event of irreparable harm, forty-eight (48) hours to cure such defect or failure will be adequate. GNWDB shall promptly notify E&T in writing of the determination and the reasons for the termination, together with the effective date. Payments made to E&T or recoveries by GNWDB when there is a termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries

NDOL Agreement #023-0037-2017

may include, but are not limited to, unencumbered funds advanced to E&T, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Further, any costs previously paid by GNWDB which are subsequently determined to be unallowable through an audit conducted by the State of Nebraska or the Federal Government, and closeout procedure may be recovered.

10. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective July 1, 2017.

Date


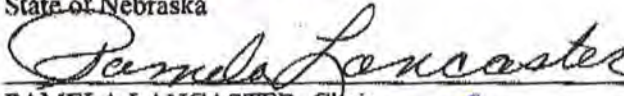
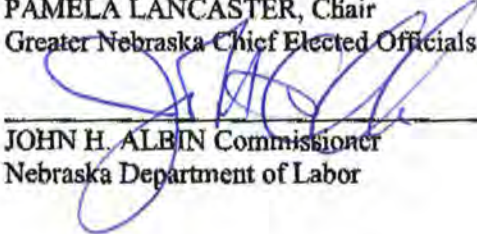
6/26/17

Date

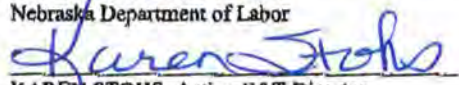
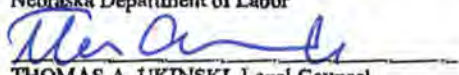
6-21-17

Date

6-22-2017

  
PETE RICKETTS, Governor  
State of Nebraska  
PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board  
JOHN H. ALBIN Commissioner  
Nebraska Department of Labor

REVIEWED AND APPROVED:

  
KIM SCHREINER, Controller  
Nebraska Department of Labor  
KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor  
THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

Date

6-22-17

Date

6-22-17

Date

06/21/2017

## Addendum 2: Agreement between the CEOB and GNWDB

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The agreement between the CEOB and GNWDB follows this page.

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**AGREEMENT**  
**Between**  
**The GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD**  
**And**  
**The GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD**

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**Responsibilities & Duties**

THIS AGREEMENT is entered into on July 1, 2017 between the members of the Greater Nebraska Chief Elected Officials Board (GNCEOB) and the Greater Nebraska Workforce Development (GNWDB) [consisting of 88 counties (including all of Nebraska but Douglas, Sarpy, Washington, Lancaster and Saunders counties)] pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), as set forth in 29 U.S.C. 3101, *et seq.*; and

WHEREAS, WIOA was signed into law on July 22, 2014; and

WHEREAS, the Governor and GNCEOB have entered into an Agreement identifying the Governor as grant recipient, the GNCEOB as the CEO authorized to carry out the responsibilities prescribed in the WIOA and its implementing regulations, and the Nebraska Department of Labor (NDOL) as the administrative entity for the Greater Nebraska Workforce Development Area (GNWDA); and

NOW, THEREFORE, it is mutually agreed that the purpose of this Agreement is to establish the responsibilities of the GNCEOB and GNWDB as follows:

**I - GNCEOB Responsibilities**

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The GNCEOB shall:

- A. Appoint the GNWDB in accordance with criteria established under WIOA and its implementing regulations.
- B. Enter into an Agreement with the GNWDB, establishing roles and responsibilities of the parties.
- C. In partnership with the GNWDB, implement a modified local plan, which shall take effect on July 1, 2017, and perform the functions as described in Section 107(c) of WIOA.
- D. Review and approve the four-year local and regional plans (beginning on July 1, 2017) developed by the GNWDB under Section 108(a) of WIOA and its implementing regulations.
- E. Monitor, in conjunction with the GNWDB, the performance of the service provider for the delivery of specified training services in the 88-county greater Nebraska area (including all of Nebraska, except Lancaster, Saunders, Douglas, Washington and Sarpy counties).
- F. Conduct oversight with respect to the WIOA delivery system in the GNWDA.



- G. Review and approve the budget of the GNWDB.
- H. In conjunction with the GNWDB, negotiate performance standards on an annual basis.
- I. In collaboration with the GNWDB, designate a One Stop Operator for the GNWDA, which shall be selected through the competitive bid process.
- J. Review and approve the memorandums of understanding developed by the GNWDB with WIOA partners concerning the operation of the WIOA delivery system in the GNWDA.
- K. Develop local procedures consistent with WIOA and described in this Agreement.

## **II – GNWDB Responsibilities**

---

The GNWDB shall:

- A. Enter into an Agreement with the GNCEOB establishing roles and responsibilities of the parties.
- B. In partnership with the GNCEOB, set policy for the portion of the statewide workforce development system within the GNWDA.
- C. Develop four-year local and regional plans (beginning on July 1, 2017) under Section 108(a) of WIOA and its implementing regulations.
- D. At the end of the first two-year period of the four-year local plan, review the local plan and, in partnership with the GNCEOB, prepare and submit modifications to the local plan to reflect changes in labor market, economic conditions or in other factors affecting implementation of the local plan.
- E. In collaboration with the GNCEOB, designate a One Stop Operator for the GNWDA, which shall be selected through competitive bid processes.
- F. With the agreement of the GNCEOB, develop and enter into memorandums of understanding with American Job Center partners concerning the operation of the Greater Nebraska Workforce System.

## **III - Additional Assignments and Responsibilities**

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Additional assignments and responsibilities can be negotiated between the parties to this Agreement.

## **IV – Term of Agreement**

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- A. This Agreement replaces any prior Agreement effective July 1, 2017 through June 30, 2020.
- B. This Agreement shall be reviewed on a bi-annual basis and, by agreement of the parties, it may be extended for one (1) additional two-year period with performance standards, budget and service

levels to be determined annually by the Local and State Plan(s). This Agreement may be renewed upon the written agreement of the parties.

- C. Any party seeking extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
- D. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.
- E. This Agreement shall terminate upon the occurrence of any one or all of the following:
  - 1. Exhaustion of designated fund. This Agreement will terminate in full or in part at the discretion of GNWDB in the event GNWDB suffers lack of funding or termination of federal funds which permits it to fund this Agreement. In that event, payment shall be made for services rendered and completed at the termination of the Agreement.
  - 2. Upon sixty days' written notice by either party to the other.
  - 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
  - 4. Expiration of the term of the Agreement.
  - 5. In the event of a default or violation of the terms of this Agreement by E&T or failure to use the funds for only those purposes set forth herein, or failure by E&T to make sufficient progress so as to endanger performance, GNWDB may:
    - a. Suspension: After ten (10) days' notice to E&T, suspend the Agreement and prohibit E&T from incurring additional obligations of funds, pending corrective action by E&T or a decision to terminate.
    - b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that E&T has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide E&T in writing specific notice of the terms and conditions it has failed to comply with and at least thirty (30) days in which to cure such defect or failure, unless such delay would cause irreparable harm to the program. In the event of irreparable harm, forty-eight (48) hours to cure such defect or failure will be adequate. GNWDB shall promptly notify E&T in writing of the determination and the reasons for the termination, together with the effective date. Payments made to E&T or recoveries by GNWDB when there is a termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, unencumbered funds advanced to E&T, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Further, any costs previously paid by GNWDB which are subsequently determined to be unallowable through an audit conducted by the State of Nebraska or the Federal Government, and closeout procedure may be recovered.

## NDOL Agreement #023-0036-2017

**V - Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

6-21-17  
Date  
Pamela Lancaster  
PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board (GNCEOB)

          
Date  
LISA WILSON, Chair  
Greater Nebraska Workforce Development Board (GNWDB)

## REVIEWED AND APPROVED:

Kim Schreiner  
KIM SCHREINER, Controller  
Nebraska Department of Labor

6-22-17  
Date

Karen Stohs  
KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor

6-22-17  
Date

Thomas A. Ukinski  
THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

6/21/2017  
Date

John H. Albin  
JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

6/22/2017  
Date

**V - Signatures**

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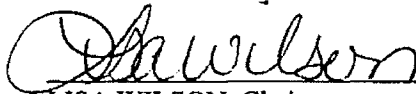
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

\_\_\_\_\_  
Date

\_\_\_\_\_  
PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board (GNCEOB)

6/17/2017

\_\_\_\_\_  
Date



\_\_\_\_\_  
LISA WILSON, Chair  
Greater Nebraska Workforce Development Board (GNWDB)

REVIEWED AND APPROVED:

\_\_\_\_\_  
KIM SCHREINER, Controller  
Nebraska Department of Labor

\_\_\_\_\_  
Date

\_\_\_\_\_  
KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor

\_\_\_\_\_  
Date

\_\_\_\_\_  
THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

\_\_\_\_\_  
Date

### **Addendum 3: Agreement between the GNWDB and NDOL, adult and dislocated worker programs**

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The agreement between the GNWDB and NDOL follows this page.

*[remainder of page left blank intentionally]*

**AGREEMENT**  
**Between**  
**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD**  
**(in consultation with GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD)**  
**And**  
**NEBRASKA DEPARTMENT OF LABOR**

---

**Adult & Dislocated Workers**

THIS AGREEMENT is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), in consultation with the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the Nebraska Department of Labor (NDOL).

WITNESSETH:

WHEREAS, GNWDB was formed for the purpose of implementing the Workforce Innovation & Opportunity Act (WIOA) throughout the 88-county Greater Nebraska workforce development area (which includes all of Nebraska but Lancaster, Saunders, Douglas, Washington, and Sarpy Counties); and

WHEREAS, after a competitive bid process, GNWDB, in agreement with GNCEOB, has elected to make NDOL's Employment & Training (E&T) Office the Greater Nebraska Service Provider for WIOA, Title I(B), Adult & Dislocated Worker; and

WHEREAS, GNWDB has elected to make NDOL's Employment & Training (E&T) Office the Greater Nebraska Service Provider for WIOA Title I(B) Adult & Dislocated Worker Services; and

WHEREAS, E&T is willing to provide such services at the Beatrice and Grand Island American Job Center sites, and at all NDOL Career Centers in the local area.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein, the parties agree as follows:

**I - SERVICES**

---

E&T shall provide the following WIOA Title I(B) Adult & Dislocated Worker services at the Beatrice and Grand Island American Job Center sites, and at all NDOL Career Centers in the local area (as defined by the Greater Nebraska WIOA Title I(B) Plan), specifically including all necessary staff, facilities, materials, and costs as further defined by this Agreement, throughout the 88-county Greater Nebraska workforce development area:

- A. Coordinate program planning and performance measure reporting to GNCEOB, GNWDB, or their designated representatives.
- B. Provide, or provide access to, the following services at the Beatrice and Grand Island American Job Center sites and all NDOL Career Centers:

**REQUIRED BASIC CAREER SERVICES**

1. Eligibility determination for WIOA Title I(B) Adult, Dislocated Worker, and Youth programs
2. Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including:
  - a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3. Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4. Labor exchange services, including:
  - a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment;
  - b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and
  - c. development of on-the-job training contracts and employer job development for unsubsidized placements
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
  - a. job vacancy listings in labor market areas;
  - b. information on job skills necessary to obtain the vacant jobs listed; and
  - c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7. Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8. Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including:
  - a. child care;
  - b. child support;
  - c. medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program;
  - d. benefits under SNAP; and
  - e. assistance through the earned income tax credit; and
  - f. assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF
10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

**INDIVIDUALIZED CAREER SERVICES**

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include:
  - a. diagnostic testing and use of other assessment tools; and



<b>INDIVIDUALIZED CAREER SERVICES</b>	
b.	in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services
10.	Out-of-area job search assistance and relocation assistance
11.	English-language acquisition programs and integrated education and training programs [20 CFR §678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

<b>FOLLOW-UP CAREER SERVICES</b>	
	Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual's first day of employment, as appropriate.
	Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

- C. Track and monitor participant activities and performance requirements ensuring performance levels are achieved.
- D. Provide accounting and assure fiscal responsibility for program expenditures to GNWDB's fiscal administrator, unless otherwise directed.
- E. Participate in NEworks (Nebraska's official labor market exchange).
- F. Fully cooperate with state officials in the data validation process.
- G. Registration and EEO data collection for all individuals funded under Title I(B) (except for self-service activities).

## II - PERFORMANCE MEASUREMENTS

- A. Performance measurements and service levels shall be determined annually. If performance measurements during the course of this Agreement are modified, either party may choose to

renegotiate or terminate this Agreement as set forth herein.

- B. E&T will report to the designated subcommittee at each GNWDB meeting the current achievement level of each performance measure. Prior to December 31 of each year, E&T will provide a full, end of the program year report to GNWDB and GNCEOB on performance measures achievement.
- C. Should a conflict occur between this Agreement and federal or state law, the provisions of law shall prevail.

### III - TERM

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- A. The term of this Agreement shall be July 1, 2017 through June 30, 2020.
- B. This Agreement shall be reviewed on a bi-annual basis and, by agreement of the parties, it may be extended for one (1) additional two-year period with performance standards, budget and service levels to be determined annually by the Local and State Plan(s). This Agreement may be renewed upon written agreement of the parties.
- C. Any party seeking extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
- D. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.
- E. This Agreement shall terminate upon the occurrence of any one or all of the following:
  - 1. Exhaustion of designated fund. This Agreement will terminate in full or in part at the discretion of GNWDB in the event GNWDB suffers lack of funding or termination of federal funds which permits it to fund this Agreement. In that event, payment shall be made for services rendered and completed at the termination of the Agreement.
  - 2. Upon sixty days' written notice by either party to the other.
  - 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
  - 4. Expiration of the term of the Agreement.
  - 5. In the event of a default or violation of the terms of this Agreement by E&T or failure to use the funds for only those purposes set forth herein, or failure by E&T to make sufficient progress so as to endanger performance, GNWDB may:
    - a. Suspension: After ten (10) days' notice to E&T, suspend the Agreement and prohibit E&T from incurring additional obligations of funds, pending corrective action by E&T or a decision to terminate.
    - b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that E&T has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide E&T

in writing specific notice of the terms and conditions it has failed to comply with and at least thirty (30) days in which to cure such defect or failure, unless such delay would cause irreparable harm to the program. In the event of irreparable harm, forty-eight (48) hours to cure such defect or failure will be adequate. GNWDB shall promptly notify E&T in writing of the determination and the reasons for the termination, together with the effective date. Payments made to E&T or recoveries by GNWDB when there is a termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, unencumbered funds advanced to E&T, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Further, any costs previously paid by GNWDB which are subsequently determined to be unallowable through an audit conducted by the State of Nebraska or the Federal Government, and closeout procedure may be recovered.

#### IV - BUDGET AND AUDIT PROVISIONS

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- A. E&T shall annually provide GNWDB and GNCEOB for approval a proposed line item, program-specific informational budget reflecting client services and program delivery expenditures for WIOA, Title I(B), Adult & Dislocated Worker. The administrative entity will withhold funds from the contracted amount for payment of NEworks costs attributable to E&T and pay them directly to the provider(s) of NEworks. At each GNWDB meeting, E&T shall provide reports to the designated GNWDB subcommittee regarding current budget status (which shall include fund source specification information of staff assignments and activities). This budget may be subject to change based upon changes in funding levels or services required by GNWDB. Prior to December 31 of each year, E&T will provide a full year end report on budget expenditures and carry-over to GNWDB and GNCEOB.
- B. GNWDB will require an annual audit and may request a full or partial audit of expenditures, services and/or funds received pursuant to this Agreement. Such audit will be paid for from WIOA funds or the appropriate administrative funding source, however, E&T shall cooperate fully in such audit process. Audit results will be provided to the GNWDB and GNCEOB.

#### V - FUNDING

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- A. For planning purposes, funding for this Agreement will be provided by the Workforce Innovation & Opportunity Act, which is a US Department of Labor, federally funded piece of legislation. Funding allocations fluctuates from year to year, so contractual amounts will differ from year to year. Funding for the Adult and Dislocated Worker Programs is allocated twice each year, and covers a base period (July 1 to September 30th) and an advance period (October 1 to June 30th).
- B. The service provider (NDOL's E&T) must expend or obligate no less than 80% of the total program year funds for the period July 1 to June 30. Of the 80% expenditure or obligation, no less than 50% of that expenditure must have been for direct client training services.

#### VI - GNWDB Duties or Obligation

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GNWDB is not compelled by the terms of this Agreement to provide any training or services other than

those set forth herein. No employment agreement or liability for employment-related taxes or benefits shall be made except upon written direction from an authorized representative. Except for case management, plan development and performance outcomes, the parties acknowledge subcontracting of client services shall occur, utilizing an open, competitive process. Notices of such processes and contracts entered into will be provided to GNWDB and shall be subject to cancellation if they exceed the scope of services that may be subcontracted or have not been entered into based upon an open, competitive process. Unless otherwise specifically provided, federal or state required procurement guidelines will be utilized.

#### VII - RECORDS AND ACCOUNTS

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- A. E&T shall maintain and shall permit any authorized representative of the State of Nebraska, the Federal Government, or GNWDB to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by GNWDB to determine whether E&T is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized and expended in accordance with this Agreement. It is understood and agreed that all such records shall be maintained at E&T's administrative and Career Center offices and will be made available for inspection and copying during normal business hours upon ten days' written notice.
- B. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of five years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.
- C. E&T understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

#### VIII - MATERIALS AND EQUIPMENT

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- A. All materials and equipment acquired with WIOA Title I(B) funds shall be used by E&T for program management and client services as specified in this Agreement. E&T shall be responsible for care and maintenance of such equipment, ordinary wear and tear excepted. Should equipment fail or repair not be undertaken, E&T will utilize the State of Nebraska surplus property procedures to dispose of such property.
- B. Nothing in this Agreement requires GNWDB to deliver any materials or equipment to E&T.

#### IX - WORK ENVIRONMENT

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E&T shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

#### X - eVERIFY STATEMENT

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E&T is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For

purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

#### XI - RESTRICTION ON USE OF FUNDS

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No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.
- D. E&T assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, E&T shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. E&T shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly).

#### XII - GRANT PROCEEDS

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Violation of this Agreement by E&T may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

#### XIII - STRICT COMPLIANCE

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All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written direction from

an authorized representative, except that where the terms of this Agreement and the attachment conflict, the terms of the Agreement shall control.

#### XIV - EEO / ADA / DRUG FREE WORKPLACE PROVISIONS

E&T acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

- A. E&T complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, and state WIOA policies, including those pertaining to reporting and union organizing.
- B. No person shall be discriminated against by E&T on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.
- C. No person or beneficiary will be discriminated against by E&T on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA financially-assisted program or activity.
- D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by E&T for which he/she receives federal financial assistance.
- E. State Energy Conservation Plan. E&T recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). E&T agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 USC 1857(h)], §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of \$100,000 (40 CFR 15).
- F. E&T shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

#### XV - MERGER

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

#### XVI - CONFLICT OF INTEREST

No officer, employee, or agent of GNWDB who has or will participate in the selection, award, or administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement.



## XVII - DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE

E&T certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is E&T's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. E&T acknowledges that suspension or debarment is cause for termination.

## XVIII - ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No rights or remedies to third parties not part of this Agreement are created herein.

## XIX - APPLICABLE LAW AND STATEMENT OF ASSURANCES

- A. Parties to this Agreement shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, all existing and applicable rules and regulations, and local WIOA policies and procedures. Nebraska law will govern the terms and performance under this Agreement.
- B. E&T shall comply with the WIOA Assurances (*Attachment #1*).

## XX - POINTS OF CONTACT

- A. The following individuals are the Points of Contact (POC) for the parties:

<b>GNWDB</b>	
Lisa Wilson, GNWDB Chair 123 Grant Street St. Paul NE 68873	Phone: 308.339.9480 eMail: lisa.wilson@cnhind.com
<b>E&amp;T</b>	
Karen Stohs, Acting E&T Director 550 South 16th Street, 3 <sup>rd</sup> Floor Lincoln, NE 68508	Phone: 402.471.9948 eMail: karen.stohs@nebraska.gov

- B. POC's do not have the authority to alter or amend this Agreement, unless the POC is the signatory to the Agreement.

## XXI - PUBLIC RECORD STATEMENT

This document is a public record.

## XXII - STAFFING

- A. This Agreement does not create an employment relationship or establish other employment-related rights. GNWDB, or related governmental entity, shall retain all supervisory responsibility over their respective staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to GNWDB's availability, and shall, in no event,



limit or restrict Nebraska Department of Labor's or other partnering staff's ability to provide other essential services.

- B. Personnel of E&T are not and will not be considered employees of GNWDB, nor will they be under the supervision of GNWDB. GNWDB has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of E&T.
- C. Personnel of E&T will be employees of NDOL. E&T will honor all rules and terms set forth by State Personnel, NDOL's Office of Finance & Human Relations, and the Union Contract.

#### XXIII - CONTINGENT CONSENTS

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The parties acknowledge that certain provisions of this Agreement may be subject to and contingent upon GNWDB or the State of Nebraska to review its authority to, act, contract, assign, or otherwise, as required by law, regulation or other contracting authorities. In such event, parties shall make all reasonable attempts to acknowledge the provisions of this Agreement.

#### XXIV - FULL DISCLOSURE

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All parties acknowledge that they have entered into this Agreement after full disclosure, that they have the authority to enter into this Agreement and that they have had adequate opportunity to consult counsel or other relevant professionals regarding the expectations and commitments that arise pursuant to this Agreement.

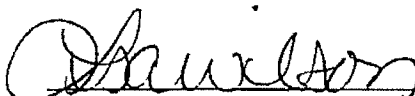
*[signature page to follow]*

XXV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

6/17/2017

Date



LISA WILSON, Chair  
Greater Nebraska Workforce Development Board

Date

PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board

Date

JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

REVIEWED AND APPROVED:

KIM SCHREINER, Controller  
Nebraska Department of Labor

Date

KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor

Date

THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

Date

ATTACHMENTS:

#1 - WIOA Assurances

NDOL Agreement #023-0035-2017

**XXV - SIGNATURES**

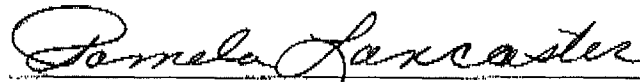
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

Date

6-21-17

Date

LISA WILSON, Chair  
Greater Nebraska Workforce Development Board



PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board

Date

JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

**REVIEWED AND APPROVED:**

KIM SCHREINER, Controller  
Nebraska Department of Labor

Date

KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor

Date

THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

Date

**ATTACHMENTS:**

#1 - WIOA Assurances

XXV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

Date

LISA WILSON, Chair  
Greater Nebraska Workforce Development Board

Date

PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board

Date

6/22/2017

JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

REVIEWED AND APPROVED:

KIM SCHREINER, Controller  
Nebraska Department of Labor

Date

6-22-17

KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor

Date

6-22-17

THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

Date

06/21/2017

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)  
ASSURANCES**

**Access to Records** - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

**Administration** – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

**Administration and Fiscal Systems** - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

**Audit Resolution File** – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

**Bonding** – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

**Cash Management** – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

**Citizenship / Status** - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

**Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114** – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat. §4-114*, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us). If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat. §§4-111 and 4-112*, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat. §4-108*. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

**Compliance with WIOA** – The Grantee assures that it will fully comply with the requirements of WIOA.

**Confidentiality** – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.



**Consultation** - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

**Disabilities** - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

**Executive Order 11375.** Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) entitled "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity" and as supplemented in US Department of Labor regulations on "Obligations of Contractors and Subcontractors" (Title 41, Subtitle B, Chapter 60, Part 60-1).

**Expending Funds** - The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

**Governor's Grant Procedures** - The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

**General Administrative Requirements:**

- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B - Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D - Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 - Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
  - 29 CFR Part 93 - New Restrictions on Lobbying.
  - 2 CFR Part 180 Subparts F, G and H - Suspension and Debarment Actions.
  - 2 CFR Part 182 - Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

**Grievances/Complaints**- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

**Human Trafficking** - The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

**In Demand Occupation or Industry** - WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

**Labor Standard Provisions.** Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

**Licensing, Taxation, and Insurance** - The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

**Nebraska Fair Employment Practice Act** - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.



**Nondiscrimination** - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

**Patent Rights, Copyrights and Rights in Data** – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

**Political Affiliation** - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

**Regional Planning** – The Workforce Development Board will participate in regional planning.

**Reporting** - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

**Responsibility Matters** – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

**Retention of Records** – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

**Salary and Bonus Limitations** – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

**Special Clauses/Provisions** – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

**State Energy Conservation Plan** – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

**State WIOA Policies** - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.



**Sunshine Provision** – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

**Title VII** - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

**Union Organizing** – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

**Veterans** – The Grantee assures that funds received under WIOA will comply with the veteran's priority provisions established in the Jobs for Veterans Act.

#### **Addendum 4: Agreement between the GNWDB and NDOL, youth program**

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The agreement between the GNWDB and NDOL follows this page.

*[remainder of page left blank intentionally]*

**AGREEMENT**  
**Between**  
**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD**  
**And**  
**NEBRASKA DEPARTMENT OF LABOR**

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**(Youth Services)**

THIS AGREEMENT is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), in consultation with the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the Nebraska Department of Labor (NDOL).

WITNESSETH:

WHEREAS, GNWDB was formed for the purpose of implementing the Workforce Innovation & Opportunity Act (WIOA) in the 88-county Greater Nebraska area (which includes all of Nebraska, except Lancaster, Saunders, Douglas, Washington, and Sarpy Counties); and

WHEREAS, after a competitive bid process, GNWDB has elected to make NDOL's Employment & Training (E&T) Office the Greater Nebraska Service Provider for WIOA Title I Youth Services; and

WHEREAS, E&T is willing to provide such services at the Beatrice American Job Center (AJC), Grand Island AJC, and Norfolk Career Center.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein, the parties agree as follows:

**I - SERVICES PROVIDED**

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- A. The Service Provider shall provide WIOA Title I Youth Services at the Beatrice American Job Center (AJC), Grand Island AJC, and Norfolk Career Center (as defined by Greater Nebraska WIOA Title I(B) Plan), including all necessary staff, facilities, materials, and costs as further defined by this Agreement, to the entire 88 county greater Nebraska area which includes all of Nebraska but Lancaster, Saunders, Washington, Douglas, and Sarpy Counties.
- B. Coordinate program planning and performance measure reporting to the GNCEOB and GNWDB or their designated representatives.
- C. Provide eligible youth with approved education, employment, and training activities, which culminate in the successful completion of specific skill attainments or other allowable outcomes.
- D. Determine eligibility for participants based on current WIOA, state, and local area eligibility policies.
- E. WIOA allows a low-income exception. Five percent (5%) of participants do not need to be low-income for eligibility purposes. However, participants must meet all other eligibility criteria for WIOA youth to be enrolled. A program must calculate the five percent (5%) based on the percent of all youth served by the program in the local area's WIOA youth program in a given year.

- F. WIOA requires that at least 75% of youth funds be expended on out-of-school youth.
- G. Youth services will be provided in Region 3 (Central), Region 4 (Southeast), and Region 5 (Northeast). WIOA Youth staff will be housed in the Beatrice AJC, Grand Island AJC, and the Norfolk NDOL Career Center.
- H. There are 14 required youth program elements which local youth programs must make *available* to all eligible youth participants, throughout the entire age range of 14-24. The 14 required youth program elements are:
  - 1. Tutoring, study skills training, and instruction, and evidence-based dropout preventions and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
  - 2. Alternative secondary school services, or dropout recovery services, as appropriate.
  - 3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
    - a. Summer employment opportunities and other employment opportunities available throughout the school year,
    - b. Pre-apprenticeship programs,
    - c. Internships and job shadowing, and
    - d. On-the-job training opportunities.

At least 20% of the total youth funds must be spent on paid and unpaid work experiences that have an academic and occupational education component.

  - 4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria established by the Governor in the State plan.
  - 5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
  - 6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
  - 7. Supportive services for youth, as defined in WIOA section 101(59), means services that are necessary to enable an individual to participate in WIOA programs and may include the following:

- a. assistance with transportation costs,
  - b. assistance with child care and dependent care costs,
  - c. assistance with housing costs, and
  - d. assistance with needs-related payments.
- 8. Adult mentoring for a minimum duration of 12 months that may occur both during and after program participation.
- 9. Follow-up services for a minimum duration of 12 months after the completion of participation, as appropriate.
- 10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- 11. Financial literacy education.
- 12. Entrepreneurial skills training.
- 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as:
  - a. career awareness,
  - b. career counseling, and
  - c. career exploration services.
- 14. Activities that help youth prepare for and transition to postsecondary education and training.
- I. The Service Provider must meet 100% aggregate score for each established program year (PY) performance measure for the period July 1 to June 30.
- J. Track and monitor participant activities and performance requirements, ensuring performance levels are achieved.
- K. Provide accounting and assure fiscal responsibility for program expenditures to Nebraska Department of Labor's finance administrator unless otherwise directed.
- L. Participate in NEworks, the management information system used within NDOL to document and record all case management and service activities.
- M. Fully cooperate with the referral process as directed by GNWDB.
- N. Registration and EEO data collection for all individuals funded under Title I (except for self-service activities).

## II - PERFORMANCE MEASUREMENTS

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Performance measurements and service levels shall be determined annually. If performance measurements during the course of this Agreement are modified, either party may choose to renegotiate or terminate this Agreement as set forth herein.

Should a conflict occur between this Agreement and federal or state law, the provisions of law shall prevail.

## III - TERM

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- A. The term of this Agreement shall be July 1, 2017 through June 30, 2020.
- B. This Agreement shall be reviewed on a bi-annual basis and, by agreement of the parties, it may be extended for one (1) additional two-year period with performance standards, budget and service levels to be determined annually by the Local and State Plan(s). This Agreement may be renewed upon the written agreement of the parties.
- C. Any party seeking extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
- D. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.
- E. This Agreement shall terminate upon the occurrence of any one or all of the following:
  - 1. Exhaustion of designated fund. This Agreement will terminate in full or in part at the discretion of GNWDB in the event GNWDB suffers lack of funding or termination of federal funds which permits it to fund this Agreement. In that event, payment shall be made for services rendered and completed at the termination of the Agreement.
  - 2. Upon sixty days' written notice by either party to the other.
  - 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
  - 4. Expiration of the term of the Agreement.
  - 5. In the event of a default or violation of the terms of this Agreement by E&T or failure to use the funds for only those purposes set forth herein, or failure by E&T to make sufficient progress so as to endanger performance, GNWDB may:
    - a. Suspension: After ten (10) days' notice to E&T, suspend the Agreement and prohibit E&T from incurring additional obligations of funds, pending corrective action by E&T or a decision to terminate.
    - b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that E&T has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide E&T

in writing specific notice of the terms and conditions it has failed to comply with and at least thirty (30) days in which to cure such defect or failure, unless such delay would cause irreparable harm to the program. In the event of irreparable harm, forty-eight (48) hours to cure such defect or failure will be adequate. GNWDB shall promptly notify E&T in writing of the determination and the reasons for the termination, together with the effective date. Payments made to E&T or recoveries by GNWDB when there is a termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, unencumbered funds advanced to E&T, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Further, any costs previously paid by GNWDB which are subsequently determined to be unallowable through an audit conducted by the State of Nebraska or the Federal Government, and closeout procedure may be recovered.

#### IV - BUDGET AND AUDIT PROVISIONS

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- A. E&T shall annually provide GNWDB and GNCEOB for approval a proposed line item, program-specific informational budget reflecting client services and program delivery expenditures for WIOA, Title I Youth Services. The administrative entity will withhold funds from the contracted amount for payment of NEworks costs attributable to E&T and pay them directly to the provider(s) of NEworks. At each GNWDB meeting, E&T shall provide reports to the designated GNWDB subcommittee regarding current budget status (which shall include fund source specification information of staff assignments and activities). This budget may be subject to change based upon changes in funding levels or services required by GNWDB. Prior to December 31 of each year, E&T will provide a full year end report on budget expenditures and carry-over to GNWDB and GNCEOB.
- B. GNWDB will require an annual audit and may request a full or partial audit of expenditures, services and/or funds received pursuant to this Agreement. Such audit will be paid for from WIOA funds or the appropriate administrative funding source, however, E&T shall cooperate fully in such audit process. Audit results will be provided to the GNWDB and GNCEOB.

#### V - FUNDING

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- A. For planning purposes, funding for this Agreement will be provided by the WIOA, which is a US Department of Labor, federally-funded piece of legislation. Funding allocations fluctuate from year to year, so contractual amounts will differ from year to year.
- B. Program funding for the Youth program is allocated one time per year and covers the entire PY (July 1 to June 30).
- C. At least 20% of the total Youth funds must be spent on paid and unpaid work experiences that have an academic and occupational education component.
- D. At least 75% of Youth funds will be expended on out-of-school Youth.



- E. Contractor must expend or obligate no less than 80% of the total PY funds for the period July 1 to June 30. Of the 80% expenditure or obligation, no less than 50% of that expenditure must have been for direct client training services.

#### VI - GNWDB DUTIES OR OBLIGATION

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GNWDB is not compelled by the terms of this Agreement to provide any training or services other than those set forth herein. No employment agreement or liability for employment-related taxes or benefits shall be made except upon written direction from a designated Point of Contact (POC). Except for case management, plan development and performance outcomes, the parties acknowledge subcontracting of client services shall occur, utilizing an open, competitive process. Notices of such processes and contracts entered into will be provided to GNWDB and shall be subject to cancellation if they exceed the scope of services that may be subcontracted or have not been entered into based upon an open, competitive process. Unless otherwise specifically provided, federal or state required procurement guidelines will be utilized.

#### VII - RECORDS AND ACCOUNTS

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- A. E&T shall maintain and shall permit any authorized representative of the State of Nebraska, the Federal Government, or GNWDB to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by GNWDB to determine whether E&T is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized and expended in accordance with this Agreement. It is understood and agreed that all such records shall be maintained at E&T's administrative and American Job Centers and will be made available for inspection and copying during normal business hours upon ten days' written notice.
- B. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of five years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.
- C. E&T understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

#### VIII - MATERIALS AND EQUIPMENT

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- A. All materials and equipment acquired with WIOA Title I(B) funds shall be used by E&T for program management and client services as specified in this Agreement. E&T shall be responsible for care and maintenance of such equipment, ordinary wear and tear excepted. Should equipment fail or repair not be undertaken, E&T will utilize the State of Nebraska surplus property procedures to dispose of such property.
- B. Nothing in this Agreement requires GNWDB to deliver any materials or equipment to E&T.

## IX - WORK ENVIRONMENT

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The Service Provider shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

## X - eVERIFY STATEMENT

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E&T is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

## XI - RESTRICTION ON USE OF FUNDS

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No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.
- D. E&T assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, E&T shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. E&T shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly).

## XII - GRANT PROCEEDS

Violation of this Agreement by E&T may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

## XIII - STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written direction from an authorized POC, except that where the terms of this Agreement and the attachment conflict, the terms of the Agreement shall control.

## XIV - EEO / ADA / DRUG FREE WORKPLACE PROVISIONS

E&T acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

- A. E&T complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, and state WIOA policies, including those pertaining to reporting and union organizing.
- B. No person shall be discriminated against by E&T on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.
- C. No person or beneficiary will be discriminated against by E&T on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA financially-assisted program or activity.
- D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by E&T for which he/she receives federal financial assistance.
- E. State Energy Conservation Plan. E&T recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). E&T agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 USC 1857(h)], §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of \$100,000 (40 CFR 15).
- F. E&T shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

## XV - MERGER

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

**XVI - CONFLICT OF INTEREST**

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No officer, employee, or agent of GNWDB who has or will participate in the selection, award, or administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement.

**XVII - DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE**

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E&T certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is E&T's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. E&T acknowledges that suspension or debarment is cause for termination.

**XVIII - ENTIRE AGREEMENT**

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This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No rights or remedies to third parties not part of this Agreement are created herein.

**XIX - APPLICABLE LAW AND STATEMENT OF ASSURANCES**

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- A. Parties to this Agreement shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, all existing and applicable rules and regulations, and local WIOA policies and procedures. Nebraska law will govern the terms and performance under this Agreement.
- B. E&T shall comply with the WIOA Assurances (*Attachment #1*).

**XX - POINTS OF CONTACT**

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- A. The following individuals are designated Points of Contact (POC) for the parties:

<b>GNWDB</b>	
Lisa Wilson, GNWDB Chair 123 Grant Street St. Paul NE 68873	Phone: 308.339.9480 eMail: lisa.wilson@cnhind.com
<b>E&amp;T</b>	
Karen Stohs, Acting E&T Director 550 South 16th Street, 3 <sup>rd</sup> Floor Lincoln, NE 68508	Phone: 402.471.9948 eMail: karen.stohs@nebraska.gov

- B. POC's do not have the authority to alter or amend this Agreement, unless the POC is the signatory to the Agreement.

#### XXI - PUBLIC RECORD STATEMENT

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This document is a public record.

#### XXII - STAFFING

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- A. This Agreement does not create an employment relationship or establish other employment-related rights. GNWDB, or related governmental entity, shall retain all supervisory responsibility over their respective staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to GNWDB's availability, and shall, in no event, limit or restrict Nebraska Department of Labor's or other partnering staff's ability to provide other essential services.
- B. Personnel of E&T are not and will not be considered employees of GNWDB, nor will they be under the supervision of GNWDB. GNWDB has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of E&T.
- C. Personnel of E&T will be employees of NDOL. E&T will honor all rules and terms set forth by State Personnel, NDOL's Office of Finance & Human Relations, and the Union Contract.

#### XXIII - CONTINGENT CONSENTS

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The parties acknowledge that certain provisions of this Agreement may be subject to and contingent upon GNWDB or the State of Nebraska to review its authority to, act, contract, assign, or otherwise, as required by law, regulation or other contracting authorities. In such event, parties shall make all reasonable attempts to acknowledge the provisions of this Agreement.

#### XXIV - FULL DISCLOSURE

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All parties acknowledge that they have entered into this Agreement after full disclosure, that they have the authority to enter into this Agreement and that they have had adequate opportunity to consult counsel or other relevant professionals regarding the expectations and commitments that arise pursuant to this Agreement.

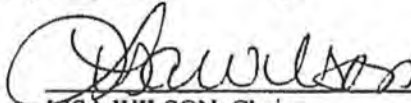
*[signature page to follow]*

XXV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

6/17/2017

Date



LISA WILSON, Chair  
Greater Nebraska Workforce Development Board


6/22/2017

Date



JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

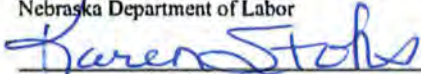
REVIEWED AND APPROVED:



KIM SCHREINER, Controller  
Nebraska Department of Labor

6-21-17

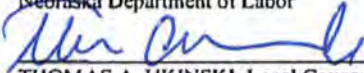
Date



KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor

6-21-17

Date



THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

06/21/2017

Date

ATTACHMENTS:

#1 - WIOA Assurances



**Workforce Innovation and Opportunity Act (WIOA)  
ASSURANCES**

**Access to Records** - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

**Administration** - The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

**Administration and Fiscal Systems** - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

**Audit Resolution File** - The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

**Bonding** - The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

**Cash Management** - The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

**Citizenship / Status** - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

**Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114** - The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat. §4-114*, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us). If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat. §§4-111 and 4-112*, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat. §4-108*. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

**Compliance with WIOA** - The Grantee assures that it will fully comply with the requirements of WIOA.

**Confidentiality** - The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.



**Consultation** - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

**Disabilities** - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

**Executive Order 11375.** Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) entitled "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity" and as supplemented in US Department of Labor regulations on "Obligations of Contractors and Subcontractors" (Title 41, Subtitle B, Chapter 60, Part 60-1).

**Expending Funds** – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

**Governor's Grant Procedures** – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

**General Administrative Requirements:**

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B – Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
  - 29 CFR Part 93 – New Restrictions on Lobbying.
  - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
  - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

**Grievances/Complaints-** The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

**Human Trafficking** – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

**In Demand Occupation or Industry** – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

**Labor Standard Provisions.** Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

**Licensing, Taxation, and Insurance** – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

**Nebraska Fair Employment Practice Act** - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

**Nondiscrimination** – The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

**Patent Rights, Copyrights and Rights in Data** – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

**Political Affiliation** – No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

**Regional Planning** – The Workforce Development Board will participate in regional planning.

**Reporting** – The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

**Responsibility Matters** – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

**Retention of Records** – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

**Salary and Bonus Limitations** – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

**Special Clauses/Provisions** – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

**State Energy Conservation Plan** – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

**State WIOA Policies** – Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.



**Sunshine Provision** – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

**Title VII** - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

**Union Organizing** – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

**Veterans** – The Grantee assures that funds received under WIOA will comply with the veteran's priority provisions established in the Jobs for Veterans Act.

**Addendum 5: Evidence of common-identifier signage – Sidney affiliate site**

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## Addendum 6: GNWDB Priority-of-service plan

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All Adults, Dislocated Workers (DLW), and Youth must meet the following general eligibility criteria:

- Citizens or nationals of the United States; or
- Lawfully admitted permanent resident non-citizen, refugees, asylees, parolees, or other immigrants authorized to work in the United States by the Secretary of Homeland Security, or the Secretary's designee.
- All individuals who are male and age 18 or older have complied with the requirements of the Military Selective Service Act.

### Adult Program

To be eligible for career services through the Adult program, an individual must be age 18 or older and meet the general eligibility criteria above.

Priority of service must be provided in the following order:

- 1. First, to Veterans and eligible spouses of Veterans who are:**
  - a. recipients of public assistance;
  - b. low-income; or
  - c. basic skills deficient;
- 2. Second, to individuals who are not Veterans and eligible spouses of Veterans but are:**
  - a. recipients of public assistance;
  - b. low-income; or
  - c. basic skills deficient;
- 3. Third, to Veterans and eligible spouses of Veterans who are not:**
  - a. recipients of public assistance;
  - b. low-income; or
  - c. basic skills deficient
- 4. Last, to persons who are not:**
  - a. recipients of public assistance;
  - b. low-income; or
  - c. basic skills deficient.

Priority must be given to individuals who are low-income, recipients of public assistance, or basic skills deficient. Priority is not part of the eligibility determination, it is meant to emphasize access to individualized career and training services for higher-need populations. Priority of service must be assessed at the time of the eligibility determination, and participants must be informed if they are to receive priority.

A recipient of public assistance, low-income, or basic skills deficient veteran or eligible spouse takes precedence, with all other qualifying requirements being equal, over a recipient of public assistance, low-income, or basic skills deficient, non-covered person in obtaining individualized career services and training services. This does not allow for "bumping" of non-covered persons who had previously been accepted into a program prior to the covered person applying within the same program. Priority of service applies up to the point that the participant receives approval to begin an individualized career or training service. At that point, the participant should continue to

receive services as needed, even if participants with higher priority must wait to receive services because funds are limited. However, if there is a waiting list, the veterans or eligible spouses receive access to the service instead of or before the non-covered person on the waiting list. Veterans and eligible spouses receive priority of service in all WIOA Title I programs.

When adult funds are limited, the administrative entity may institute additional processes to determine individuals most in need of WIOA individualized and training services.

### **Recipients of Public Assistance, Low-income, or Basic Skills Deficient Exception**

Greater Nebraska requires at least 90% of enrollments meet category one or two eligibility. Administrative approval is required to enroll an individual under priority category three or four.

Internal monitoring will be completed quarterly (January, April, July, October) to ensure priority guidelines are followed. Technical assistance will be provided by the administrative entity if discrepancies are found.

### **Required Action**

Prior to enrollment, determine what level an Adult participant must receive priority of service:

1. Determine if the individual is a veteran or eligible spouse.
2. Determine if the individual is low-income or a recipient of public assistance.
3. If the individual is not low-income, they must complete the Basic Skills Assessment form. If the individual answers no to any of the questions on the screening tool or is unable to complete the form without assistance, they are considered basic skills deficient.
  - a. Note: The Basic Skills Assessment form is only used to determine if an individual should receive priority. After participation and training is determined suitable, the CASAS assessments must be provided to determine a participant's educational needs.
4. Case note order of priority.
  - a. **Example:** *Adult Priority (case note title)*: Sue is assigned first priority, as she is a low-income Veteran.
  - b. **Example:** *Adult Priority (case note title)*: Matthew is assigned second priority. He is currently receiving public assistance.

Priority status automatically documents in the NEworks WIOA application, must be case noted, and supporting documentation must be scanned into ECM. If the Basic Skills Assessment was provided, it must be scanned into ECM under *Assessments*.

---

The *Basic Skills Assessment* form mentioned above follows this page.



## Basic Skills Screening Tool

Name: \_\_\_\_\_ State ID: \_\_\_\_\_

- |   | Yes                      | No                       | Currently in high school (does not include GED or HSED programs) |
|---|--------------------------|--------------------------|--|
| 1. Do you have a high school diploma, General Education Development (GED) certificate, or High School Equivalency Diploma (HSED)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
| 2. Are you currently enrolled in an Adult Education or English as a Second Language program?                                      | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 3. Can you follow basic written instructions with no help or little help?   | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 4. Can you fill out basic medical forms and job applications?   | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 5. Can you add, subtract, multiply, and divide with whole numbers up to 3 digits? (Example: 100 + 641)                            | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 6. Can you do basic tasks on a computer (examples: search for files, internet and email, word processing)?                        | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 7. Do you speak and read English well enough to get and keep a job?   | <input type="checkbox"/> | <input type="checkbox"/> |  |

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

For internal use only:

Was the individual able to complete this screening tool without help?

**For the Adult Program only:**

If any question is answered, "No," or the form could not be completed independently, the individual should receive priority.

Does the individual receive priority? \_\_\_\_\_

What level of priority? \_\_\_\_\_

**For the Youth Program only:**

If any question is answered, "No," or the form could not be completed independently, the individual has an eligibility barrier.

Does the individual have an eligibility barrier?

\_\_\_\_\_

Name of Career Planner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## Addendum 7: State WIOA Monitoring Schedule



Pete Ricketts, Governor



July 9, 2019

TO: USDOL

From: WIOA State Monitor  
NDOL

RE: PY18 WIOA Monitoring Schedule

Planned	Area of Review
October – December 2018	Adult and Dislocated Worker (Complete) Workforce Development Boards (Complete)
January – March 2019	Grievance Procedures (Complete) One Stop System (in progress, will complete by July 31)
April – June 2019	Youth (in progress, will complete by August 31 <sup>st</sup> ) Equal Opportunity/Nondiscrimination (will complete by September 30 <sup>th</sup> )
July – August 2019	Property Management (will complete by December 20 <sup>th</sup> ) Fiscal Systems (will complete by December 20 <sup>th</sup> )
September – December 2019	Procurement (will complete by December 20 <sup>th</sup> )

The monitoring schedule is a plan of when the activities defined in the monitoring manual and other related reviews will be conducted. The WIOA Monitor Manual is a living document, tools and plans drafted as reviews occur, if you do not receive a review plan with your notification feel free to request one. It has become necessary to adjust timeframes planned for review activities as a result of outside developments as well as the number of follow ups and corrective actions occurring. Each monitoring activity will be confirmed with a ten day notification to provide requested materials, review plan, interview questions or questionnaire to be completed and schedule entrance interviews. Electronic participant records require no action by the provider and may be examined at any time on or after the date of review notification. A sample pool list will be provided when selected. Onsite activities will be scheduled as necessary and may include the primary review, portions of other upcoming and/or current reviews. File review questions may be conducted by emailing administrative entity and/or service provider, telephone discussion or other means determined appropriate. Exit interviews are planned as onsite meetings scheduled through administrative entities, extended participation is at their invitation. Exit interviews may be recorded.

Timeframes selected for review may be adapted based on enrollments or activities over for the program year at the time of review record selections.

Please contact the WIOA State Monitor at (402) 471-9870 if there are any questions.

Department of Labor  
550 S. 16th Street, P.O. Box 94600  
Lincoln, Nebraska 68509-4600

[dol.nebraska.gov](http://dol.nebraska.gov)

An Equal Opportunity Employer | TDD 800-893-7352

John H. Albin, Commissioner of Labor  
Main 402-471-9000 Fax 402-471-9917  
[ndol.administrativeoffice@nebraska.gov](mailto:ndol.administrativeoffice@nebraska.gov)

## Addendum 8: Evidence of repair of the automatic door opener at the Sidney affiliate site

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July 12, 2019

Richard A. and Gloria J. Fiegenschuh  
PO Box 537  
Sidney, NE 69162-0537

Mr. and Mrs. Fiegenschuh,

I am writing on behalf of the lease State Building Division has with you at 2246 Jackson St, Sidney for use by Labor (Lease #65173523).

Recently, a few concerns were brought to our attention that we would like addressed. These concerns have been highlighted below:

1. The automatic handicap door opener located at the main door of the building is inoperative. This needs to be repaired as soon as possible.
2. Janitorial Requirements – Section 13.2 of the lease requires the Lessor to provide all janitorial services and/or supplies for the Demised Premises. Lessor shall be responsible for all janitorial services and/or supplies for the remaining square footage of the associated building. The tenant agency has previous been purchasing paper towels and soap within the office. This should be provided by the Lessor as part of the requirements of the lease.

I have attached pictures of the areas of concern that we have addressed above. We are requesting these issues be addressed no later than Friday, August 2<sup>nd</sup>, 2019. I can be reached at 402-471-6020 or [ashley.holmes@nebraska.gov](mailto:ashley.holmes@nebraska.gov) if you have any questions.

Thank you in advance for your prompt attention.

Ashley Holmes  
Commercial Leasing Coordinator

Amber Brannigan, Building Administrator

Department of Administrative Services | STATE BUILDING DIVISION

P.O. Box 98940

Lincoln, Nebraska 68509-8940

[das.nebraska.gov](http://das.nebraska.gov)

1526 K Street, Ste. 200

Lincoln, Nebraska 68508

OFFICE: 402-471-3119

FAX: 402-471-0403





**From:** [Andersen, Deb](#)  
**To:** [NDOL WFOA Policy](#)  
**Subject:** FW: Sidney lease things  
**Date:** Tuesday, July 30, 2019 11:36:46 AM

---

**From:** Hansen-Kruse, Angela <[Angela.Hansen-Kruse@nebraska.gov](mailto:Angela.Hansen-Kruse@nebraska.gov)>  
**Sent:** Monday, July 29, 2019 12:11 PM  
**To:** Andersen, Deb <[Deb.Andersen@nebraska.gov](mailto:Deb.Andersen@nebraska.gov)>  
**Subject:** FW: Sidney lease things

FYI- the handicap accessible door at the Sidney office has been repaired.

**Angie Hansen-Kruse, CLSSYB**  
*Director of Administrative Services*

**Nebraska Department of Labor**  
550 S. 16<sup>th</sup> Street  
Lincoln, NE 68508-4600  
OFFICE 402-471-8358  
CELL 402-309-6659  
[angela.hansen-kruse@nebraska.gov](mailto:angela.hansen-kruse@nebraska.gov)

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**From:** Schroder, Denise <[Denise.Schroder@nebraska.gov](mailto:Denise.Schroder@nebraska.gov)>  
**Sent:** Monday, July 29, 2019 11:48 AM  
**To:** Hansen-Kruse, Angela <[Angela.Hansen-Kruse@nebraska.gov](mailto:Angela.Hansen-Kruse@nebraska.gov)>; Miller, Kelsey <[Kelsey.Miller@nebraska.gov](mailto:Kelsey.Miller@nebraska.gov)>  
**Subject:** Sidney lease things

FYI, the Sidney door opener has been fixed and sounds like Lisa has ordered restroom supplies for the office on the landlord's account.

**Denise Schroder**  
BUSINESS MANAGER  
**Nebraska Department of Labor**  
P.O. Box 94600  
550 S. 16th Street  
Lincoln, Nebraska 68509

OFFICE 402-471-9944 | FAX 402-471-8041  
[denise.schroder@nebraska.gov](mailto:denise.schroder@nebraska.gov)

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**From:** Laws, Lisa <[Lisa.Laws@nebraska.gov](mailto:Lisa.Laws@nebraska.gov)>  
**Sent:** Monday, July 29, 2019 11:40 AM  
**To:** Schroder, Denise <[Denise.Schroder@nebraska.gov](mailto:Denise.Schroder@nebraska.gov)>; Holmes, Ashley <[Ashley.Holmes@nebraska.gov](mailto:Ashley.Holmes@nebraska.gov)>  
**Subject:** RE: Sidney lease things

Dick has had the Handicap accessible door fixed and we have successfully placed an order for paper towels and toilet paper using this method. We have not yet received it, but we should be good going forward.

Thanks for all of your help on this!  
Lisa

**Lisa Laws, C.L.S.S.Y.B.**  
EMPLOYMENT SERVICES MANAGER

**Nebraska Department of Labor**  
2246 Jackson St.  
Sidney, Nebraska 68162

OFFICE 308-254-4755 | FAX 308-254-4137  
[lisa.laws@nebraska.gov](mailto:lisa.laws@nebraska.gov)

[dol.nebraska.gov](http://dol.nebraska.gov)

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**NEBRASKA**

Good Life. Great Connections.

**DEPARTMENT OF LABOR**



Pete Ricketts, Governor

August 23, 2019

Christopher Mendoza  
Workforce Development Specialist  
USDOL/ETA Region V  
230 S. Dearborn St., 6<sup>th</sup> Floor  
Chicago, IL 60604

Dear Chris,

Attached to this letter is the State's response to the WIOA Youth and Performance Review in the Greater Omaha Workforce Development Area and the Nebraska Department of Labor, conducted May 20 – 24, 2019.

Sincerely,

Katie Thurber  
General Counsel  
Nebraska Department of Labor

cc: Katie Thurber, General Counsel, Nebraska Department of Labor  
John Albin, Commissioner/State WIOA Liaison, Nebraska Department of Labor  
Brian Potters, Administrator, Nebraska Department of Labor  
Deb Andersen, WIOA Policy Coordinator, Nebraska Department of Labor  
Erin Porterfield, Executive Director, Heartland Workforce Solutions  
Alejandra Sinecio, Manager of Workforce Performance, Heartland Workforce Solutions

Attachment: State's response to the WIOA Youth and Performance Review in the Greater Nebraska Workforce Development Area and the Nebraska Department of Labor



**Finding 1: "Needs Additional Assistance" Not Defined in Local Policy – Greater Omaha**  
(Indicator 1.e.3: Eligibility/Enrollment)

The Youth program policy for the Greater Omaha local area is missing the definition for an individual who "needs additional assistance" to complete an educational program or secure and hold employment for in-school and out-of-school youth. The Greater Omaha Local Board recently approved two new youth program policies, which did not include the required definition. The new policies replaced an older, lengthier policy where "needs additional assistance" was defined.

Page 2 of the Nebraska State policy: "Program Eligibility for Youth, Adults, and Dislocated Workers, Change 2" states:

Each local board must establish a policy that:

- includes a definition for the "requires additional assistance to complete an education program or to secure or hold employment" criterion used to determine eligibility as an ISY (or OSY) based on the need for the additional assistance and the definition must be reasonable, quantifiable, and based on objective evidence that the individual requires additional assistance;
- describes methods that must be used to determine eligibility based on this criterion; and
- describes documentation required to demonstrate eligibility determinations, as required for Federal reporting, based on this criterion.

Additionally, 20 CFR 681.300 states, "Either the State or the local level may establish definitions and eligibility documentation requirements for the "requires additional assistance to enter or complete an educational program, or to secure and hold employment."

The manager of Workforce Performance for Heartland Workforce Solutions indicated the omission in the new policies was accidental and subsequent approval of the updated policies without the required information was an oversight by the board.

**Corrective Action:** The State must ensure the Greater Omaha Local Board corrects the policies to include the missing information. The State must submit a copy of the corrected policy to the Regional Office, in its response to this report.

**Greater Omaha response:** This policy was recently updated prior to the May review and that section was inadvertently left out of the updated policy. Greater Omaha has updated the policy again to include the "requires additional assistance" definition. The updated [Youth Eligibility](#) policy was approved by the Board on June 27, 2019.



## **Finding 2: Non-Compliant Supportive Services Section of Youth Policy – State**

(Indicator 1.e.6 Supportive Services)

The supportive services section of the State's youth policy identifies parameters for provision of supportive services for youth. The parameters are aligned with WIOA requirements for Adult and Dislocated Worker programs, but are not accurate for the Youth program. While the policy accurately defines when support services may be provided to Adults and Dislocated Workers, applying these same parameters to the youth program is unduly restrictive, as youth do not need to be in training activities in order to receive support services. Under the WIOA Youth program, in order to receive supportive services, including needs related payments, the only requirement is that the youth be enrolled and participating in WIOA.

20 CFR 681.570 states, "Supportive Services for youth as defined in WIOA sec. 3(59), are services that enable an individual to participate in WIOA activities."

During the exit conference, the grantee discussed the supportive service policy for youth with reviewers. The grantee agreed the policy language could be inferred to cover the Adult and Dislocated Worker programs. The State intended for the policy to be inclusive, for potential co-enrollment between Youth and the other programs. It recognizes the error, resulting in improper parameters for youth.

**Corrective Action:** The State must revise its Youth Policy to include the correct parameters for youth who are eligible to receive supportive services. The State must submit a copy of the revised policy to the regional Office, in its response to this report.

**State response:** The State has issued the [Youth Program, Change 1](#) policy, which includes the correct parameters for youth who are eligible to receive supportive services.

## **Finding 3: Non-Compliant Local WDB Monitoring – Greater Omaha**

(Indicator 2.f.4: Subrecipient Monitoring)

The Local WDB's monitoring and oversight does not meet WIOA requirements. While the reviewers saw evidence of monitoring of the service provider, the monitoring was limited in scope and included only a participant file review. The PY17 monitoring was conducted by a desk review only using a participant file form. The review had a limited sample size (five participants), which is not a large enough sample to effectively assess the program.

In addition, the Local WDB does not have a comprehensive monitoring guide that covers all programmatic requirements related to WIOA, Wagner-Peyser and the One-Stop delivery system in general. The regulations, at 20 CFR 683.410(a), state:

Each recipient and subrecipient of funds under title I of WIOA and under the Wagner-Peyser Act must conduct regular oversight and monitoring of its WIOA and Wagner-Peyser Act program(s) and those of its subrecipients and contractors as required under title I of WIOA and the Wagner-Peyser Act...in order to:

- (1) Determine that expenditures have been made against the proper cost categories and within the cost limitations specified in WIOA and the regulations in this part;
- (2) Determine whether there is compliance with other provisions of WIOA and the WIOA regulations and other applicable laws and regulations;

- (3) Assure compliance with 2 CFR part 200; and
- (4) Determine compliance with the nondiscrimination, disability, and equal opportunity requirements of sec. 188 of WIOA, including the Assistive Technology Act of 1998 (29 U.S.C. 3003).

The Local WDB also is required to perform a number of functions, per 20 CFR 679.370, one of which is to conduct oversight of adult, dislocated worker and youth workforce investment activities and of the entire one-stop delivery system in the local area to ensure appropriate use of funds and the achievement of performance goals.

The Local WDB's non-compliant monitoring appears to result from the absence of written guidance on how and what aspects of the program must be monitored. This includes the lack of formal monitoring tools and guides, report formats and processes for corrective action and resolution of issues.

Regular oversight helps ensure compliance with requirements, effective service provision, and achievement of performance and expenditure goals. Failure to conduct comprehensive monitoring and oversight could result in compliance issues with aspects of the regulations, such as universal access, nondiscrimination, and affirmative action requirements, as well as issues with the quality or effectiveness of services.

**Corrective Action:** The State must ensure that the Local WDB develops and executes monitoring processes that ensure that all of the requirements outlined above are met. This includes the use of comprehensive monitoring guides and the issuance of formal reports. The monitoring must ensure that the quality of the grant program and services and the performance of the grant are assessed in order to determine if the program is operating in compliance with the statute, regulations, and guidance to ensure achievement of the goals and outcomes. The State must submit to the Regional Office a copy of its new monitoring processes, including any review tools that are developed, in response to this report.

**Greater Omaha response:** Greater Omaha concurs with this finding. Monitoring of the youth program was done; however, the number of files selected was based on the number selected in the past. In order to get a better understanding of compliance for the program, we agree that the sample size must be larger. Greater Omaha will follow the sampling size methods identified in the State's [Records Management, Change 1](#) policy. Greater Omaha is the process of developing an Oversight & Monitoring guide<sup>1</sup> and will receive technical assistance from NDOL.

**State response:** NDOL has reviewed the current draft of Greater Omaha's Oversight & Monitoring guide and will provide Greater Omaha with technical assistance on further development of its Oversight & Monitoring guide to ensure it aligns with the requirements of 20 CFR §§ 679.370 and 683.410(a) and other applicable regulations and subregulatory guidance, as well as the State's [Records Management, Change 1](#) policy. In addition, NDOL is developing and will issue a policy that includes provisions addressing required oversight and monitoring activities for Title I programs, as well as local one-stop delivery systems. The policy will address how and what aspects of the programs and system must be monitored. Technical assistance will be provided to all local areas on the requirements of the policy. Further, NDOL's State WIOA Monitor will conduct monitoring of Greater Omaha's adherence to and execution of its oversight

---

<sup>1</sup> The current version of the draft guide is accessible at <https://drive.google.com/drive/folders/1dxioze8rgcj1uxrtrhB4Zu1Jxs04SB77>.

and monitoring processes, once finalized, as well as requirements stated in Section VI(b) the State's [Records Management, Change 1](#) policy regarding program-level data monitoring and validation procedures and the requirements of the State's planned oversight and monitoring policy.

#### **Finding 4: Inaccurate Performance Reporting on Credential Attainment Rate – State and Greater Omaha**

(Indicator: 2.e.1: Performance Reporting)

The State is inaccurately reporting on the credential attainment indicator in its quarterly and annual reports to ETA. Section 20 CFR 683.300(a) outlines the reporting requirements for programs funded under WIOA. It states, "(a) General. All states and other direct grant recipients must report financial, participant, and other performance data in accordance with instructions issued by the Secretary." Additionally, 20 CFR 677.205 provides that the local area performance reports to the State must include actual results achieved for the indicators identified in 677.155, which includes the credential attainment rate.

The State does not have policies and procedures in place to ensure that local areas understand the performance indicators and how to accurately track and report on them. The State also is not conducting the necessary oversight and validation of performance data. Finally, the State has not provided sufficient training to its local system on how to document the credential attainment in the State's case management information system, NEworks. All of this has resulted in inaccurate reporting of the credential attainment rate.

**Corrective Action:** The State must ensure that all quarterly and annual performance reports submitted to the ETA are accurate and complete. The State must establish controls that include data validation efforts and oversight and monitoring of performance indicators. These controls must be identified in policies and procedures. The State must disseminate the policies and procedures to all the local areas and provide the necessary training. In its response to this report, the State must provide copies of the policies and procedures, including plans for data validation and training of key local staff, to the Regional Office.

**State response:** The State respectfully disputes the statement that performance data is being reported inaccurately, specifically as it applies to youth credential attainment data. NDOL extracts reportable program data directly from the state's case management and reporting management information system of record (NEworks). This data is directly input into that system by local area staff. NDOL extracts that data into a full combined PIRL file, uploads that file into the USDOL WIPS system, and certifies those files after the data has cleared USDOL WIPS edit checks. There have been no examples provided with this report that indicate inconsistencies between a participant's case file/reportable data that exist within NEworks vs. program participant data that was reported via NDOL's quarterly and annual PIRL submissions to USDOL+. An additional point of clarification is that the local areas do not bear the burden of reporting Federal quarterly performance reports (ETA 9173) or annual performance reports (ETA 9169). The quarterly and annual reports are generated, submitted, and certified by NDOL's performance administrator. NDOL agrees that all three local areas have underperformed on the credential attainment indicator for the youth program throughout the PY in question; however, the statement that the performance reports are therefore inaccurate has not been substantiated by the information presented to the state in this report.

NDOL grants local area administration and Title I service providers access to NEworks, provides adequate training on how to input required and reportable programmatic elements, and provides

local area administration with instructions on when and how to submit record correction requests to NDOL's performance administrator. NDOL will work further to establish data validation controls and methods, monitoring requirements, and general oversight of performance indicators via policy, technical assistance, and programmatic guidance.

The State also respectfully disputes the statement that "the state has not provided sufficient training to its local system on how to document the credential attainment in the state's case management information system, NEworks." The following list details instances when NDOL (a) provided in-person or virtual training to the local areas, specifically addressing the process of entering credential attainment records into NEworks; (b) offered additional technical assistance to the local areas on credential attainment; (c) addressed poor performance on the credential attainment indicator with the local areas; and (d) offered support to any local area seeking to improve upon that performance indicator:

- 09-27-2017: In-person and virtual training provided to Title I staff and local area administration with an entire section focused on credential attainment
- 11-29-2017—11-30-2017: In-person training provided to Title I staff and local area administration with an entire section focused on credential attainment
- 11-02-2018: In-person credential attainment technical assistance provided to all three local area administrative entities at the state's monthly local-area technical assistance meeting:
  - This topic was selected specifically in response to performance data derived from the PY 2018 Q1 performance report. The State and local areas mutually agreed that improving credential attainment rates was a high priority.
- 12-19-2018: Provided written (email) technical assistance to Nebraska's three local area administrators that included detailed instructions on and descriptions of how credential reporting functions via NEworks:
  - These emails included references to the 11-02-2018 in-person credential attainment technical assistance meeting between the State and local areas.
  - This type of technical-assistance email is sent regularly by NDOL's performance administrator following the quarterly reporting cycles, including detailed program participant lists for the local areas to review and reconcile with their individual case management records in NEworks.
- 05-20-2019—06-05-2019: NDOL's NEworks Program Coordinator hosted a one-hour technical assistance webinar that all local area staff, administration, and service providers were asked to attend.
  - The topic of this webinar the roll out of an updated universal staff training and resource guide for NEworks.
  - This guide contains detailed training resources relating to entering credential attainment records, including step-by-step system screen shots.

- This guide was sent to all stakeholders in a follow-up email on 06-05-2019 and was subsequently published on the “Staff Online Resources Page” in NWorks, where it can be accessed at any time by staff users of NWorks.
- It should be noted that this guide, which contains instructions on how to enter credential attainment records, has existed in the same location, dating back to the inception of this performance measure under WIOA. The technical assistance provided on 05-20-2019 was only to notify local area staff that the guide was undergoing an annual update and remind them of how to access the guide.

As a final measure, NDOL will be offering all three local areas and their Title I service providers an additional comprehensive technical assistance on the topic of credential attainment recording and reporting in NWorks via webinar during PY 2019 Q1 (tentatively scheduled for 09-16-2019).

Regarding the State’s data validation and monitoring controls, the [Records Management, Change 1](#) policy (reviewed by a Federal Project Officer in draft form during the onsite review) was finalized and published July 31, 2019. The policy includes, as Section VI, general provisions regarding data validation and monitoring controls and specific provisions on:

- system-automated data validation;
- manual data validation, including records sampling and validation methodologies and timelines for state-level data validation;
- program-level data monitoring and validation;
- quality assurance; and
- staff training.

The policy was distributed on June 17, 2019 in draft form to all local area Title I administrative entity staff and program staff for NDOL-administered programs; and technical assistance was provided on the draft policy on June 28, 2019, during the 30-day public comment period for the policy. During the technical assistance session, the policy’s provisions were discussed to determine if clarifying revisions were required prior to finalization.

Regarding training on data validation and monitoring controls, NDOL provides annual training to local area Title I administrative entity staff and program staff for NDOL-administered programs, as stated in the [Records Management, Change 1](#) policy. For PY 2019, annual training is planned for Q2.

## **Finding 5: Statistical Adjustment Model Not Used for Local Performance Negotiations – State**

(Indicator: 2.e.1: Performance Reporting)

The State did not use a statistical adjustment model when negotiating with the local areas for PYs 2018 and 2019.

20 CFR 677.210 (a)(2) and (3) require States to use a statistical adjustment model to reach agreement on local negotiated levels of performance and to establish adjusted levels of performance with local areas at end of a program year. Similarly, TEGL 9-17 states:

...in negotiating the local levels of performance, the local board, the chief elected official, and the Governor must make adjustments for the expected economic conditions and expected characteristics of participants to be served in the local area, using the statistical adjustment model developed at the Federal level as a tool. The statistical adjustment must be used at the end of the program year to adjust negotiated local levels of performance in order to reflect the actual economic conditions experienced in the local area and the characteristics of participants served.

The State attributes a lack of resource and expertise to its not developing a statistical adjustment model. Without an adjustment model, the State cannot adjust the negotiated local levels of performance at the end of the program year to reflect the actual economic conditions experienced in the local area and the characteristics of participants served. The State will be required to negotiate performance once again with local areas in calendar year 2020.

**Corrective Action:** The State must develop a statistical adjustment model for use in negotiating performance with the local areas. The State must develop a local statistical adjustment model using the one developed at the Federal level as a tool. In order to resolve this Finding, the State must submit verification of the development of a statistical adjustment model to the Regional Office.

**State response:** NDOL fully understands the requirement to utilize a statistical adjustment model in the development of, and agreement upon, local negotiated levels of performance, as well as the requirement to establish adjusted levels of performance with local areas at the end of the program year. NDOL attempted to utilize the statistical adjustment model provided by USDOL located at: <https://www.doleta.gov/performance/guidance/negotiating.cfm> (Federal SAM tool); however, the Federal SAM tool was not available in an editable format that could be modified for use during local area negotiations of PY 2018 and 2019 performance levels. NDOL understands its responsibility to utilize a local-level statistical adjustment model (local SAM tool) as it negotiates performance levels with local areas and will ensure a local SAM tool is utilized during the local area negotiation period for Programs Years 2020 and 2021, as described below.

NDOL's performance administrator attended the USDOL Performance Training Conference in Dallas, Texas, held May 29, 2019 – May 31, 2019. At this conference, USDOL provided substantial technical assistance on the topic of statistical adjustment models for use during biennial negotiations on local area performance levels and annual adjustment of negotiated levels of performance. At the conference, the State of Texas presented a local SAM tool modeled after the Federal SAM tool and provided the model for other states to adopt or customize as needed. The local SAM tool, however, is a password-protected document. NDOL is working to obtain the password in order to utilize the local SAM tool during its negotiation of local area performance levels for Programs Years 2020 and 2021. Once NDOL is able to make full use of the local SAM tool developed by Texas, the model will be provided to the local areas with reporting and programmatic data to necessary complete the model. In addition, NDOL will provide the local areas with technical assistance on use of the local SAM tool, including other sources of information for further determining the characteristics of participants served and economic conditions in the local area. Local boards and Chief Elected Officials will be required to complete the local SAM tool independent of direction from NDOL and required to participate in final local area performance negotiations, which the State will facilitate. Requirements for local-level Title I performance negotiations are defined in the State's draft [Performance Accountability](#) policy.

**Finding 6: Performance Accountability Policy Not Finalized – State**  
(Indicator 2.e.1: Performance Reporting)



The State drafted a WIOA performance accountability policy. However, the policy has not yet been finalized and issued by the State.

In accordance with 2 CFR Part 200, a non-Federal entity must have effective internal controls over Federal awards. Policies and procedures are a critical component of effective internal control systems.

The State is merging a co-enrollment and common exit policy into the performance accountability policy causing a delay in finalizing the policies. Without a performance accountability policy in place, the State cannot ensure consistent treatment of performance and reporting activities in the State.

**Corrective Action:** The State must finalize its performance accountability policy and distribute the guidance to State and local staff. The State must submit a copy of the policy to the Regional Office, in its response to this report.

**Response:** The State's [Performance Accountability](#) policy has been published in draft form and is subject to a 30-day public comment period (ending September 18, 2019) to allow the state workforce development board and local workforce development boards, as well as Title I administrative entities and program staff for NDOL-administered programs, time to review the policy and submit comments and questions. NDOL has scheduled a technical assistance session on the draft policy for September 6, 2019, for local board members, local area administrative entity staff, and program staff for NDOL-administered programs. During the technical assistance session, the policy's provisions will be discussed to determine if clarifying revisions are required prior to finalization. Following finalization of the policy, an additional technical assistance session will be held for local board members, local area administrative entity staff, Title I service provider staff (statewide), and program and field staff (statewide) for NDOL-administered programs. For this particular additional technical assistance session, attendance by Title I service provider staff (statewide) and field staff for NDOL-administered programs (statewide) will be required; and that session will include knowledge-checks. The results of the knowledge-checks will be provided to the appropriate staff supervisors for purposes of determining staff-specific technical assistance needs.

#### **Finding 7: Inaccurate Count of Reportable Individuals – State and Greater Omaha** (Indicator: 2.e.1: Performance Reporting)

The State and Greater Omaha local area are not accurately tracking reportable individuals. Currently, NEworks allows individuals to browse job postings online without collecting any identifying information. Individuals are not required to create a NEworks account until they apply to a job posting found on NEworks. There are individuals who access self-services and informational services but never register. Thus, they never get tracked as a reportable individual. Additionally, the NEworks account creation process requires more information than needed, such as social security number, selective service registration, and work history from individuals, in order to be counted as a reportable individual.

Section 20 CFR 677.150(b) states that a reportable individual is:

...an individual who has taken action that demonstrates an intent to use program services and who meets specific reporting criteria of the program, including:

1. Individuals who provide identifying information;

2. Individuals who only use the self-service system;
3. Individuals who only receive information-only services or activities.

Additionally, ETA 9172 (DOL-only Participant Individual Record Layout) lists the required data element that must be collected for reportable individuals. Social security, selective service registration and work history are not required data elements in the ETA 9172.

The State was unaware that the online browsing of job postings by an individual constitutes a self-service and warrants inclusion in the reportable individual count. In addition, the State's NEworks system does not require that an individual provide any contact information, if he/she does not apply to a job posting. The Omaha AJC staff did not know the definition of reportable individuals nor the significance of this data element and how it factors into performance reporting. For all of these reasons, this data element is not being accurately counted/reported. Accurate tracking and reporting of this information allows the Department to identify the individuals who engaged with the system on an initial level, but who do not complete the requirements to become participants.

**Corrective Action:** The State must report reportable individuals accurately. The State must make adjustments to the NEworks to capture reportable individuals who are receiving self-services and information-only services, but do not apply for jobs. The State must include an accurate definition of, and methods for tracking, reportable individuals in its performance policies and procedures. The State must provide training to its local system accordingly. The State must provide the policy to the Regional Office.

**State response:** The state challenges the assertion that guest users who access the state labor exchange site strictly for the purpose of viewing job orders and public information meet the definition of a "reportable individual;" and that those individuals are, therefore, required to register to use the State's management information system (MIS) and provide the state with the minimum required data elements captured for "reportable individuals" prior to conducting such browsing. TEGl 10-16, Change 1 and TEGl 14-18 define a reportable individual as "an individual who has taken action that demonstrates an intent to use program services." On August 15, 2019, the State participated in a national user group call facilitated by its MIS vendor to discuss the definition of "reportable individuals" and to share how that definition has been interpreted by USDOL National Office and other USDOL Regional Offices. During this call, the MIS vendor shared a response from USDOL National Office indicating that there has not been sufficient definition of the term "intent" to apply it in the manner in which it has been applied in this finding. The state of Maryland, who shares the same MIS vendor and same system configuration as Nebraska, received guidance from the Region II office indicating that an individual job seeker who is browsing job orders and/or public information is not "demonstrating intent," and, therefore, does not meet the definition of a reportable individual or require registration until the point at which they attempt to apply for a job.

The State understands and acknowledges the importance of tracking reportable individuals and distinguishing self-service-only reportable individuals from program participants; however, the State is concerned that placing all information behind a registration firewall renders obsolete the concept of a public resource such as a state or national labor exchange platform, and places the exchange at a significant competitive disadvantage as the majority of private sector job banks (Indeed, Monster, CareerBuilder, etc.) provide these same services (browsing job orders and access to basic industry sector data) to the public without requiring account registration. Furthermore, developing systematic barriers to public information and services by placing all

levels of information behind a registration firewall will inhibit members of the public from ever engaging with programs and services that might be of value to them by electing to opt out of becoming a reportable individual or program participant.

In response to the requirement to remove non-required data elements for those users who are truly reportable individuals, the State is currently reviewing ways to implement a progressive registration process that will remove the data elements in question (SSN, selective service registration, and work history) until the individual indicates that they intend to engage with program services that require this information, such as Unemployment Insurance (UI), Veteran services, and job seeker program services. The State is compelled to point out that the current registration requirements were put into place at the direction of USDOL as part of the effort to create fully integrated UI and employment and training management information systems (i.e. common intake system requirements). The required data elements in question are being captured because the State's MIS (NEworks) is currently the front/public facing system for UI, Title I, Title III, and all other state administered programs. The State is currently in the process of migrating UI programs into a module that is no longer reliant on interfaces. Therefore, any changes that the State implements in response to this finding will need to occur after the completion of the migration of the UI MIS program module. A realistic timeframe to address all of these issues will be PY 2019 Q3.

The State respectfully raises the following concerns with making the aforementioned data elements non-required for all self-service users: without an SSN requirement, the only means to determine that a user is legally authorized to work in the United States is through self-attestation. This exposes the State and employers who use the state labor exchange to the potentiality that an individual who is not legally authorized to work in the United States could become employed as a referral through the state labor exchange site. This would significantly erode employers trust in the labor exchange system as a whole, and expose the State to formal complaints from employers. Therefore, the State plans to make SSN a required field at the time any individual attempts to apply for a job using the system. The State will work directly with its vendor to address this issue via the registration process.

### **Concern 1: Missing Participant File Documentation – Greater Omaha**

(Indicator: 1.a.3: Eligibility)

A number of forms were missing from the random sample of participant files the reviewers examined. This is likely due to the fact that the local area is transitioning all youth participant case files into the State's Management Information System (MIS). However, there are no written policies or procedures for the youth service provider to follow for the transfer of files into the State's MIS, nor is anyone overseeing the process to ensure all participant files have been successfully transitioned.

When participant files are missing documentation, this can result in the inability to verify eligibility and/or the necessity of the costs of serving the participant.

**Recommended Action:** The State should work with the Local WDB to develop written instructions for the transition process. The State and/or Local WDB should also oversee the process to ensure all that all files are successfully transitioned into the State's system.

**Greater Omaha response:** Greater Omaha concurs with the concern of the USDOL monitor. A complete transition from the previous local data system to the State's management information system of record (NEworks) was complete and verified in July 2019. This process was overseen

by both NDOL and local level staff. The verification of the document exchange was done by the MIS vendor, the State, and the local area.

**State response:** In December 2018, Greater Omaha began the processes of migrating from its local MIS, referred to as “The Learning Network (TLN),” back to NEworks. The MIS vendor for NEworks and TLN is the same. Throughout the migration process, the State, local area, and MIS vendor coordinated regularly in writing, through the use of a proprietary MIS project management system referred to as the Online Project Communication (OPC) ticketing system. Through this system, and through email correspondences shared between the local area administrative entity, NDOL Administration, and the MIS vendor, all steps in the migration process were thoroughly documented and shared with all stakeholders. Individual roles and assignments were defined, and a timeline of key events established. It is the State’s contention that there were appropriate steps taken to document and manage (with appropriate oversight), the transition process outlined in this area of concern.

In preparation for the potentiality that some data may fail to migrate and/or would migrate with data inconsistencies, thereby resulting in missing or inconsistent case file information in NEworks, the State, local area administration, and the MIS vendor agreed to allow local area staff ongoing access to an archived version of TLN. The local area would conduct ongoing auditing and account reconciliation between both systems, and local area staff would be able to access the local MIS legacy system to cross-reference case file information if there was ever a concern that data was missing, or that it had migrated incorrectly.

In the instance cited in this area of concern, when the reviewer identified a missing or potential inconsistency in the case file, the local area staff member, per the agreed up processes outlined above, should have cross-referenced TLN with NEworks and confirmed for the reviewer that this was the defined process in place to reconcile the two business systems. Furthermore, if an inconsistency was identified, it would be assumed that the original record in the archived version of TLN was the accurate version, and that the local area would report those issues to the State so the State could file a ticket with the MIS vendor via the OPC ticketing system to correct the data inconsistency in NEworks. Had this process been communicated thoroughly to the reviewer, and had the necessary follow-up steps been taken to address the data inconsistency, the State questions whether this would have resulted in an area of concern.

## **Concern 2: Low Work Experience Expenditures – Greater Omaha**

(Indicator 1.e.1 Service Delivery)

The Greater Omaha local area is not meeting the requirement to expend 20 percent of its WIOA Youth funds on Work Experience. The PY18 year-to-date report of the Youth Work-Based Learning Spending Goals provided by Heartland Workforce Solutions indicates that the average spending for work experience is at 13.7 percent. While on-site, the reviewers provided technical assistance on allowable costs that fit the work experience category. The local area was able to capture misclassified costs to increase the expenditures to 16.1 percent.

20 CFR 681.590 (a) provides: “Local Youth programs must expend not less than 20 percent of the funds allocated to them to provide ISY and OSY with paid and unpaid work experiences that fall under the categories listed in 681.460 (a)(3) and further defined in 681.600.”

Additionally, the State Youth policy (p. 10) states, “Each local board must ensure that its local youth program: expends at least 20 percent of allocated youth funds on paid and unpaid work experiences for OSY and ISY; and tracks program funds spent on paid and unpaid work

experiences, including wages and staff costs for the development and management of work experiences.”

The percentage of funds spent on work experience is calculated based on the total amount of youth funds allocated to the local area and is not calculated separately for ISY and OSY. Local area administrative costs are not subject to this 20 percent minimum expenditure requirement.”

The low expenditure rate can be attributed to misclassification of costs in the work experience category, and to challenges with the current youth service provider not performing to expectation. If expenditures in this category do not increase, the Local WDB is at risk of failing to meet the 20 percent expenditure requirement at the end of two-year life of the PY18 funds.

**Recommended Action:** The State should work with the Local WDB and its youth service providers to ensure that expenditures for work experience increase and, ultimately, meet the 20 percent expenditure requirement at the end of the two-year life of each Program Year’s funds. The State should provide any technical assistance needed. The State should also ensure expenditure requirements are articulated in the agreement between the Local WDB and the new youth program service provider who will begin July 1, 2019.

**Greater Omaha response:** Greater Omaha concurs with this finding. This had been an ongoing concern by the Finance Committee of the Board, who required a Performance Improvement plan by the service provider. The threshold still had not been met. Based on feedback from the federal monitors, the Manager of Finance worked with the active service provider at that time to re-classify eligible expenditures to the work-experience expense line. While this did improve the percentage, the service provider was still not meeting the 20 percent threshold.

As of July 1, 2019, Dynamic Educational Solutions, Inc. (DESI), Greater Omaha’s new service provider, will be monitoring these expenses utilizing the following processes:

DESI, as the new HWS Youth contractor, will monitor the Work Experience expenditures in two ways. First, DESI institutes a Time and Effort report, which tracks how much time is spent between Work Experience and Non-Work Experience. This is completed bi-weekly by employees on the Youth contract as part of their normal time reporting. Secondly, the Time and Effort report feeds into an Expenditure Report generated by our DESI Corporate Finance team. This Expenditure Report looks at all expenses and gives a percentage split between Work Experience and Non-Work Experience. The Expenditure Report is sent to the project director on a monthly basis by the 8<sup>th</sup> of the following month. The Expenditure Report is reviewed by the Project Director, as well Corporate oversight manager for the contract. These individuals will address any concerns with not meeting the 20 percent expenditure requirement. Work Experience discrepancies will be reviewed to ensure there is not mislabeling of activities by staff for work involved and expenses associated with Work Experience; these will be corrected according to Finance procedures and HWS procedures. If this is not the reason for the lack of a 20 percent expenditure rate, the DESI oversight manager will implement a corrective action plan for staff that will include the Career Specialist and the Business Services Representative.

DESI has several goals in place for the Career Specialist and the Business Services Representative to ensure we have a rigorous and responsive Work Experience program for our participants in the Youth Program. This includes the Business Services Representative working on new employers as worksites, maintaining the current

worksites, inspection of worksites, and developing employer needs assessments. The Career Specialists will be working in collaboration with the Business Services Representative to present the opportunities to the participants and provide enhanced case management to discuss the Work Experience and to prepare the participant before arriving on the worksite. The Educational Facilitator is developing and will be presenting Work Experience preparation classes that all Work Experience participants will need to take prior to arriving on site for work. All of these activities will enhance the Work Experience program, will be reported on this Time and Effort report, and will then show on the Expenditure Report.

DESI's July invoice showed the percentage spent on Work Experience to be at 44 percent of the total invoice.

Greater Omaha will continue to monitor these expenditures by reviewing them monthly with the Finance Committee. Should the current service provider not meet these expenditure requirements through the above processes, then the local area will provide technical assistance to them so that a plan can be put into place to meet these expenditure requirements.

**State response:** As part of its revision of the of the [Youth Program, Change 1](#) policy in response to Finding 2, Section II(i)(3), Work experience priority, was expanded to include examples of expenditures that should be tracked for paid and unpaid work experiences:

- wages, stipends, and incentives paid to youth in work experience;
- costs of staff time spent identifying potential work experience opportunities;
- staff time working with employers to develop work experience opportunities;
- staff time spent working with employers to ensure successful work experience opportunities;
- staff time spent evaluating work experience opportunities;
- costs associated with participant and employer work experience orientation sessions; and
- costs of classroom training or the required academic education component directly related to the work experience.

NDOL has requested a copy of the agreement between the Greater Omaha Workforce Development Board and DESI and will review the agreement for provisions that articulate work experience expenditure requirement, as recommended. If the agreement does not include such provisions, NDOL will recommend that the agreement be amended accordingly. NDOL has also requested that the Greater Omaha Workforce Development Board notify NDOL in the event that work-experience expenditure rates drop below 20 percent, in which case NDOL will provide technical assistance to Greater Omaha and DESI.

### **Concern 3: Low WIOA Youth Credential Attainment Rate – State** (Indicator: 2.e.1: Performance Reporting)

The State's Youth credential attainment rate is low (46.4 percent) for the rolling four quarters ended March 31, 2019. In accordance with 20 CFR 677.170 (b), the State reached agreement with USDOL on a negotiated level of performance for the Youth credential attainment rate for Program Year (PY) 2018 of 68 percent.

TEGL 9-17 states that "at the end of the program year, the negotiated levels of performance for that year will be adjusted using the statistical adjustment model, which will factor in data on the economic conditions of the State and the populations served by the programs during that year.



This will determine the adjusted levels of performance for the program year. For the WIOA core programs, the threshold for performance failure is 90 percent of the adjusted level of performance for the overall State program score and the overall State indicator score. The threshold for performance failure on any individual indicator is 50 percent of the adjusted level of performance.”

For PY18, the Department is not adjusting levels of performance at the end of the program year and will not determine performance failure. The Department continues to exercise transition authority for WIOA performance. Nonetheless, the State’s current rate is below the negotiated level of 68 percent.

A contributing factor to the low outcomes is due to inaccurate reporting which is discussed in detail in Finding 4. There is only one quarter remaining in PY18 to increase the Youth credential attainment rate. Additionally, the State fell below the negotiated level for this performance indicator in PY17. In future Program Years, the State’s overall Youth credential program score or indicator score may fall below the 90 percent threshold or below the 50percent threshold for the individual indicator and be subject to sanctions should performance not improve.

**Recommended Action:** The State should ensure that performance outcomes for the Youth credential attainment rate is increased. The State should evaluate all the contributing factors including service delivery approaches and accurate reporting, and develop appropriate technical assistance that addresses identified contributing factors.

**State response:** As stated in the response to Finding 4, NDOL has provided ongoing technical assistance, over the past two years, to local area administrative entities and Title I service provider staff (statewide) on the topic of documenting credential attainment for Title I programs. Further, as stated in the response to Findings 4 and 6, additional technical assistance is scheduled for September 2019, from technology and policy perspectives. Also, as mentioned in the response to Finding 6, additional technical assistance will be broadly offered to include Title I service provider staff (statewide), as a complement to the statewide technical assistance (described in Finding 4) provided by NDOL’s NEworks Program Coordinator to ensure that information on policy-based requirements regarding credential attainment reaches service provider staff.

# WIOA Title 1B Program Performance

Program Year 2018 Quarter 4

NEBRASKA

Report Period Quarter End: 06/30/2019		Current Quarter		4 Quarters	
Adult Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	78.0%	77.6%	99.5%	78.6%	100.8%
2. Employment Rate (Q4)	79.0%	78.3%	99.1%	74.5%	94.3%
3. Median Earnings	\$ 5,500.00	\$ 7,320.00	133.1%	\$ 6,237.00	113.4%
4. Credential Rate	56.0%	52.6%	93.9%	61.7%	110.2%
5. Measurable Skill Gains	N/A	33.3%	N/A	47.6%	N/A
Aggregate Score			106.4%	104.7%	
Dislocated Worker Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	87.0%	83.3%	95.7%	84.8%	97.5%
2. Employment Rate (Q4)	88.0%	81.3%	92.4%	85.6%	97.3%
3. Median Earnings	\$ 7,200.00	\$ 7,752.00	107.7%	\$ 7,626.00	105.9%
4. Credential Rate	60.0%	41.2%	68.7%	62.2%	103.7%
5. Measurable Skill Gains	N/A	37.8%	N/A	59.9%	N/A
Aggregate Score			91.1%	101.1%	
Youth Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment, Education or Training Placement Rate (C	78.0%	76.2%	97.7%	77.9%	99.9%
2. Employment, Education or Training Placement Rate (C	77.0%	75.5%	98.1%	75.9%	98.6%
3. Median Earnings	N/A	\$ 3,533.00	N/A	\$ 3,583.00	N/A
4. Credential Rate	68.0%	25.0%	36.8%	40.3%	59.3%
5. Measurable Skill Gains	N/A	36.2%	N/A	42.3%	N/A
Aggregate Score			77.5%	85.9%	

# WIOA Title 1B Program Performance

Program Year 2018 Quarter 4

GREATER OMAHA

Report Period Quarter End: 06/30/2019		Current Quarter		4 Quarters	
Adult Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	78.0%	70.1%	89.9%	72.5%	92.9%
2. Employment Rate (Q4)	79.0%	80.0%	101.3%	68.3%	86.5%
3. Median Earnings	\$ 5,500.00	\$ 7,000.00	127.3%	\$ 5,286.00	96.1%
4. Credential Rate	56.0%	70.6%	126.1%	59.8%	106.8%
5. Measurable Skill Gains	N/A	7.1%	N/A	25.9%	N/A
Aggregate Score			111.1%	95.6%	
Dislocated Worker Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	87.0%	71.4%	82.1%	66.7%	76.7%
2. Employment Rate (Q4)	88.0%	66.7%	75.8%	58.3%	66.3%
3. Median Earnings	\$ 7,200.00	\$ 7,594.00	105.5%	\$ 8,163.00	113.4%
4. Credential Rate	60.0%	100.0%	166.7%	90.0%	150.0%
5. Measurable Skill Gains	N/A	0.0%	N/A	15.4%	N/A
Aggregate Score			107.5%	101.6%	
Youth Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment, Education or Training Placement Rate (C	78.0%	64.3%	82.4%	71.9%	92.2%
2. Employment, Education or Training Placement Rate (C	77.0%	76.0%	98.7%	73.6%	95.6%
3. Median Earnings	N/A	\$ 2,382.00	N/A	\$ 2,942.00	N/A
4. Credential Rate	68.0%	30.0%	44.1%	42.6%	62.6%
5. Measurable Skill Gains	N/A	3.4%	N/A	17.4%	N/A
Aggregate Score			75.1%	83.5%	

# WIOA Title 1B Program Performance

Program Year 2018 Quarter 4

GREATER LINCOLN

Report Period Quarter End: 06/30/2019		Current Quarter		4 Quarters	
Adult Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	78.0%	80.0%	102.6%	81.8%	104.9%
2. Employment Rate (Q4)	79.0%	60.0%	75.9%	78.3%	99.1%
3. Median Earnings	\$ 5,500.00	\$ 11,333.00	206.1%	\$ 9,171.00	166.7%
4. Credential Rate	56.0%	62.5%	111.6%	72.2%	128.9%
5. Measurable Skill Gains	N/A	21.6%	N/A	39.6%	N/A
Aggregate Score			124.0%	124.9%	
Dislocated Worker Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	87.0%	75.0%	86.2%	92.3%	106.1%
2. Employment Rate (Q4)	88.0%	100.0%	113.6%	100.0%	113.6%
3. Median Earnings	\$ 7,200.00	\$ 7,090.00	98.5%	\$ 8,831.00	122.7%
4. Credential Rate	60.0%	0.0%	0.0%	69.2%	115.3%
5. Measurable Skill Gains	N/A	27.3%	N/A	39.3%	N/A
Aggregate Score			74.6%	114.4%	
Youth Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment, Education or Training Placement Rate (C	78.0%	50.0%	64.1%	71.4%	91.5%
2. Employment, Education or Training Placement Rate (C	77.0%		N/A	75.8%	98.4%
3. Median Earnings	N/A	\$ 6,361.00	N/A	\$ 2,841.00	N/A
4. Credential Rate	68.0%		N/A	26.7%	39.3%
5. Measurable Skill Gains	N/A	36.0%	N/A	50.0%	N/A
Aggregate Score			N/A	76.4%	

# WIOA Title 1B Program Performance

Program Year 2018 Quarter 4

GREATER NEBRASKA

Report Period Quarter End: 06/30/2019		Current Quarter		4 Quarters	
Adult Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	78.0%	89.2%	114.4%	86.4%	110.8%
2. Employment Rate (Q4)	79.0%	81.1%	102.7%	80.8%	102.3%
3. Median Earnings	\$ 5,500.00	\$ 7,569.00	137.6%	\$ 6,540.00	118.9%
4. Credential Rate	56.0%	42.4%	75.7%	61.6%	110.0%
5. Measurable Skill Gains	N/A	51.4%	N/A	64.2%	N/A
Aggregate Score			107.6%	110.5%	
Dislocated Worker Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment Rate (Q2)	87.0%	89.3%	102.6%	89.0%	102.3%
2. Employment Rate (Q4)	88.0%	82.1%	93.3%	88.4%	100.5%
3. Median Earnings	\$ 7,200.00	\$ 7,752.00	107.7%	\$ 7,453.00	103.5%
4. Credential Rate	60.0%	35.7%	59.5%	56.9%	94.8%
5. Measurable Skill Gains	N/A	52.1%	N/A	70.7%	N/A
Aggregate Score			90.8%	100.3%	
Youth Program	PY 2018 Goal	Actual Performance	% of Goal	Actual Performance	% of Goal
1. Employment, Education or Training Placement Rate (Q2)	78.0%	92.1%	118.1%	88.7%	113.7%
2. Employment, Education or Training Placement Rate (Q4)	77.0%	75.0%	97.4%	80.0%	103.9%
3. Median Earnings	N/A	\$ 4,604.00	N/A	\$ 5,143.00	N/A
4. Credential Rate	68.0%	21.4%	31.5%	47.5%	69.9%
5. Measurable Skill Gains	N/A	48.0%	N/A	53.8%	N/A
Aggregate Score			82.3%	95.8%	

## **Nebraska Workforce Development Board**

### **Bylaws**

#### **ARTICLE I. NAME AND PURPOSE**

##### **Section 1.1 NAME**

The name of this organization shall be the Nebraska Workforce Development Board and referred to hereafter as the State Board.

##### **Section 1.2 OFFICE OF THE STATE BOARD**

The principal office of the State Board shall be located at the office of the Nebraska Workforce Innovation and Opportunity Act Liaison, currently the Commissioner of Labor, Nebraska Department of Labor, 550 South 16<sup>th</sup> Street, Lincoln, Nebraska 68508.

##### **Section 1.3 PURPOSE**

The purpose of the State Board shall be to carry out such functions as shall be authorized under Sec. 101(d) of the Workforce Innovation and Opportunity Act of 2014 (hereafter, WIOA), as may be amended from time to time.

#### **ARTICLE II. MEMBERSHIP**

##### **Section 2.1 COMPOSITION OF THE STATE BOARD**

In accordance with WIOA Sec. 101(b)(1), the State Board shall consist of individuals from the following representation categories:

- (a) the Governor;
- (b) one (1) member from the Nebraska Unicameral Legislature (hereafter, the Legislature), appointed by the appropriate presiding officer(s) of the Legislature;
- (c) members appointed by the Governor, of which:
  - (i) a majority shall be representatives of businesses in Nebraska as described in WIOA Sec. 101(b)(1)(C)(i), who:
    - (I) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority, and who, in addition, may be members of a local workforce development board, as the term is described in WIOA Sec. 107;



- (II) represent businesses that provide employment opportunities that include high-quality, work-relevant training and development in in-demand industry sectors or occupations in Nebraska; and
  - (III) are appointed from among individuals nominated by Nebraska business organizations and business trade associations in accordance with Sec. 2.6 of these Bylaws;
- (ii) not less than twenty (20) percent shall be representatives of the workforce within Nebraska as described in WIOA Sec. 101(b)(1)(C)(ii), who:
  - (I) shall include representatives of labor organizations, who have been nominated by state-level labor federations;
  - (II) shall include a representative, who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program;
  - (III) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training, and education needs of individuals with barriers to employment, including organizations that serve Veterans or that provide or support competitive, integrated employment for individuals with disabilities; and
  - (IV) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, and education needs of youth eligible for services under WIOA Sec. 129(a)(1), including representatives of organizations that serve out-of-school youth as the term is defined in WIOA Sec. 129(a)(1)(B); and
- (iii) the balance:
  - (I) shall include representatives of government, as described in WIOA Sec. 101(b)(1)(C)(iii)(I), who are:
    - (1) lead state-level officials from agencies with primary responsibility for the core WIOA programs; and
    - (2) chief elected officials (collectively representing both cities and counties, where appropriate); and
  - (II) may include such other representatives and officials as the Governor may designate as described in WIOA Sec. 101(b)(1)(C)(iii)(II), such as:
    - (1) the state-level officials from agencies that are required one-stop partners, as the term is defined in WIOA Sec. 121(b)(1), not otherwise specified in Sec. 2.1(c)(iii)(I)(1) of these Bylaws (including additional one-stop partners, as the term is defined in WIOA Sec. 121(b)(2), whose programs are covered by Nebraska's WIOA state plan, if any);

- (2) state-level officials from agencies responsible for economic development or juvenile justice programs in Nebraska;
- (3) individuals who represent a Native American tribe or tribal organization; and
- (4) state-level officials from agencies responsible for education programs in Nebraska, including chief executive officers of community colleges and other institutions of higher education.

## **Section 2.2 DIVERSE AND DISTINCT REPRESENTATION**

The members of the State Board shall represent diverse geographic areas of Nebraska, including urban, rural, and suburban areas, as required under WIOA Sec. 101(b)(2).

## **Section 2.3 NO REPRESENTATION OF MULTIPLE CATEGORIES**

No person shall serve as a State Board member representing more than one (1) of the categories described in Sec. 2.1(c)(i) – (iii) of these Bylaws.

## **Section 2.4 EX-OFFICIO MEMBERSHIP**

In addition to, and not in derogation of any other authority, title, duty, or privilege of membership as set forth in these Bylaws, the following State Board members are additionally classified as ex-officio members:

- (a) the Governor;
- (b) Commissioner of the Nebraska Department of Labor, representing the youth, adult, and dislocated worker programs authorized under Title I of WIOA and the Wagner-Peyser Employment Service authorized under the Wagner-Peyser Act, as amended by Title III of WIOA;
- (c) ~~Director of Adult Education~~~~Commissioner of the Nebraska Department of Education,~~ representing the Adult Education and Family Literacy Act program authorized under Title II of WIOA;
- (d) Director of the Nebraska Vocational Rehabilitation (VR) Program, representing the state vocational rehabilitation program authorized under the Rehabilitation Act of 1973, as amended by Title IV of WIOA;
- (e) Chief Executive Officer of the Nebraska Department of Health and Human Services; and
- (f) Director of the Nebraska Department of Economic Development.

## **Section 2.5 VOTING MEMBERSHIP**

All members of the State Board shall be voting members, subject to the limitations of Sec. 4.6(b) of these Bylaws.

## **Section 2.6 APPOINTMENT**

- (a) Individuals representing businesses shall be appointed from among individuals nominated by Nebraska business organizations and business trade associations as described in Sec. 2.1(c)(i)(III) of these Bylaws.
- (b) Individuals representing labor organizations shall be appointed from among individuals who have been nominated by state-level labor federations in Nebraska as described in Sec. 2.1(c)(ii)(I) of these Bylaws.
- (c) The Governor shall seek nominations from Nebraska business organizations, business trade associations, and labor federations, as needed, prior to appointment of individuals to the State Board.
- (d) Except as provided in Secs. 2.4 and 2.6(e) of these Bylaws, the Governor shall make all appointments to the State Board, which shall conform to the requirements of WIOA Sec. 101(b).
- (e) The presiding officer(s) of the Legislature shall appoint the member of the Legislature to the State Board in accordance with Sec. 2.1(b) of these Bylaws.
- (f) Individuals serving on the State Board who subsequently retire, or no longer hold the position that conferred them eligibility for appointment as a State Board member, may not continue to serve on the State Board as a representative of the applicable category described in Sec. 2.1 of these Bylaws.

## **Section 2.7 TERM OF APPOINTMENTS**

- (a) All Governor-appointed members shall serve at the pleasure of the Governor.
- (b) There are no term limitations on appointments of State Board members.

## **Section 2.8 PARTICIPATION**

To ensure State Board members actively participate in convening Nebraska's workforce development system stakeholders and brokering relationships with a diverse range of employers, and leveraging support for workforce development activities, all members of the State Board shall be appointed to at least one (1) committee, subcommittee, special committee, ad hoc committee, task force, or similarly designated group of the State Board, in accordance with Secs. 5.2 and 5.3 of these Bylaws.

## **Section 2.9 REMOVAL**

- (a) The Governor may remove any State Board member appointed by the Governor at any time for any reason.
- (b) The presiding officer(s) of the Legislature may remove any State Board member appointed by the presiding officer(s) at any time for any reason.

(c) The State Board may ask the Governor to remove any non-ex-officio member of the State Board:

- (i) by recommendation of any committee, subcommittee, officer, or member of the State Board;
  - (ii) by a majority vote of the full membership of the State Board, taken in accordance with Secs. 4.5 and 4.6 of these Bylaws; or
  - (iii) for good cause, as stated in the motion to request removal and recorded in the minutes of the relevant meeting of the State Board.
- (d) "Good cause" for the request for removal of a non-ex-officio member may include, but is not limited to, a State Board member's unexcused absence from fifty (50) percent or more of the State Board meetings held in any twelve (12) month period.

#### **Section 2.10 RESIGNATION**

- (a) When a member appointed by the Governor deems it necessary to resign from the State Board, such member shall tender resignation to the Governor in writing, with a copy tendered to the Chair of the NWDB (hereafter, the Chair).
- (b) When a member appointed by the presiding officer(s) of the Legislature deems it necessary to resign from the State Board, such member shall tender resignation in writing to the presiding officer of the Legislature, with a copy tendered to the Chair.
- (c) All such resignations tendered in accordance with Sec. 2.10 of these Bylaws shall be deemed effective upon the acceptance of the Governor for Governor-appointed members or upon the acceptance of the presiding officer(s) of the Legislature for appointments made by the presiding officer(s), as applicable.
- (d) In the event that the Chair resigns, the Vice-Chair of the State Board (hereafter, the Vice-Chair), shall serve as acting Chair until a new Chair is appointed by the Governor.

#### **Section 2.11 VACANCY**

In the event of a vacancy pursuant to Secs. 2.9 and 2.10 of these Bylaws, the Governor or the presiding officer(s) of the Legislature, as the case may be, shall appoint another individual to serve on the State Board in accordance with Sec. 2.6 of these Bylaws.

#### **Section 2.12 COMPENSATION**

Members of the State Board shall not receive compensation for their services but may be reimbursed for actual and necessary expenses directly related to the discharge of the State Board's affairs.

### **ARTICLE III. CHAIR AND VICE-CHAIR**

#### **Section 3.1 CHAIR**

- (a) The Governor shall appoint the Chair, who must be a representative from business and industry, from among the appointed members of the State Board. The Chair serves at the pleasure of the Governor.
- (b) The Chair shall preside at all meetings of the State Board and appoint chairs and members of all State Board subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups deemed necessary or desirable unless otherwise specifically provided for within these Bylaws.
- (c) The Chair shall represent the State Board and has the authority to speak on its behalf before the Governor, the Legislature, and at all public meetings and functions. The Chair shall have the authority to and shall perform such other duties and functions as may be required by the State Board, these Bylaws, and all applicable state and Federal laws, statutes, regulations, and rules.

#### **Section 3.2 VICE-CHAIR**

The Governor shall appoint the Vice-Chair. The Vice-Chair, who must be a representative from business and industry, from among the appointed members of the State Board. The Vice-Chair serves at the pleasure of the Governor. At the request of, or in the absence of, the Chair, the Vice-Chair shall perform the duties of the Chair and perform other duties assigned by the Chair. The Vice-Chair shall have the authority to and shall perform such other duties and functions as may be required by the State Board, these Bylaws, and all applicable state and Federal laws, statutes, regulations, and rules.

#### **Section 3.3 ACTING CHAIR**

In the event of a planned absence from a meeting of the State Board by the Chair and Vice-Chair, the Chair shall designate an alternate member of the State Board to serve as the Acting Chair. The Acting Chair shall preside as Chair of the State Board only at such meeting.

#### **Section 3.4 VACANCIES**

Vacancies in the offices of Chair or Vice-Chair shall be filled only by the Governor's appointment.

### **ARTICLE IV. MEETING PROCEDURES, VOTING RIGHTS, AND QUORUM**

#### **Section 4.1 MEETING TIME AND PLACE**

The State Board shall hold meetings at least annually, with the number of meetings, dates, times, and places to be determined by the State Board. Additional meetings may be held at the call of the Governor, the Chair, or the Executive Committee.

## **Section 4.2 MEETING NOTICE**

- (a) Notice of all meetings of the State Board that require public notice shall be provided to the public in compliance with the Nebraska Open Meetings Act (Neb. Rev. Stat. §§ 84-1407 through 84-1414 (2014, Cum. Supp. 2018)) (hereafter, the Nebraska Open Meetings Act). Written notice of each such meeting shall be sent to State Board members prior to the meeting along with a copy of the proposed minutes of the previous meeting. All such notices shall specify the date, time, location, and proposed agenda for the meeting.
- (b) A member of the State Board who is unable to attend a scheduled meeting of the State Board shall give notice of the planned absence at least twenty-four (24) hours before such meeting. The notice shall be provided to the Chair or to such individual as the Chair may designate.
- (c) In the event that a State Board member is unable to attend a meeting of the State Board, such member may, subject to the requirements of Sec. 4.2(b) of these Bylaws, assign a designee to attend the meeting on such member's behalf, subject to Sec. 4.6(b) of these Bylaws and the following requirements of 20 CFR § 679.110(d)(4):
  - (i) If the designee is a representative of business, the designee must have optimum policymaking or hiring authority.
  - (ii) All other designees must have demonstrated experience and expertise and optimum policymaking authority.

## **Section 4.3 ANNUAL MEETING**

- (a) On an annual basis, the State Board will review the annual report on WIOA Title I programs (Adult, Dislocated Worker, and Youth), as submitted to the Secretary of the U.S. Department of Labor.
- (b) The agenda of the annual meeting of the State Board shall include any additional business to be conducted.

## **Section 4.4 PUBLIC MEETINGS**

All meetings of the State Board and the Executive Committee established in accordance with Article V of these Bylaws shall be conducted in accordance with WIOA Sec. 101(g), 20 CFR § 679.140, and the Nebraska Open Meetings Act.

## **Section 4.5 CONDUCT OF MEETINGS**

- (a) Unless the State Board directs otherwise by a majority vote, the order of business for regular State Board meetings shall be:
  - (i) call to order;
  - (ii) roll call;
  - (iii) documentation of compliance with notice requirements;
  - (iv) approval of minutes;



- (v) old business;
  - (vi) new business;
  - (vii) date, time and place of the next State Board meeting; and
  - (viii) adjournment.
- (b) Non-members of the State Board shall be permitted to comment on any agenda item(s) when public comment is solicited by the presiding officer of the meeting of the State Board, which shall occur at least once prior to the time that any formal action is taken on such item. Non-members of the State Board may also submit written comments on any agenda item(s); and such comments shall be made a part of the permanent record of the applicable meeting. The presiding officer, unless otherwise prescribed by rules adopted by majority vote of the State Board, may, in the presiding officer's discretion, limit the amount of time for discussion on any particular agenda item, and such limit shall be announced at the time that the agenda item is brought up for discussion.
- (c) Each voting member of the State Board present shall be allowed to cast one (1) vote on each agenda item presented to the State Board for vote.
- (d) The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of the State Board's meetings unless such rules:
- (i) are inconsistent with these Bylaws or any applicable state or Federal laws, statutes, regulations, or rules; or
  - (ii) are waived by a majority vote of the voting members of the State Board.
- (e) Use of technology for any meeting of the State Board or the Executive Committee must meet requirements Sec. 84-1411 of the Nebraska Open Meetings Act.

#### **Section 4.6 MANNER OF VOTING**

- (a) Voting on all questions before the State Board that have been duly moved and seconded shall be by roll-call vote. No question before the State Board shall be deemed to have passed unless it has received a majority vote of the quorum present.
- (b) Proxy voting is not permitted by members of the State Board through any designee provided for under Sec. 4.2(c) of these Bylaws or by any other means.

#### **Section 4.7 QUORUM**

A majority of Governor-appointed voting members shall constitute a quorum, except as otherwise provided by law. Non-members of the State Board may not be seated at the State Board as a representative of an absent member of the State Board, except as permitted under Sec. 4.2(c) of these Bylaws; nor shall any such representative, including any designee provided for under Sec. 4.2(c) of these Bylaws, be counted for purposes of determining a quorum.

#### Section 4.8 CONFLICT OF INTEREST

- (a) All State Board members shall comply with the provisions of Neb. Rev. Stat. §§ 49-1499 – 49-14,103.03.
- (b) No State Board member may receive anything of value resulting from a benefit conferred by the State Board upon any person, business, or organization.
- (c) Each State Board member must disclose, with specificity, the nature and extent of any financial interest in, or affiliation with, any person, business, or organization that is seeking anything of value from the State Board prior to consideration by the State Board of the request from such person, business, or organization. In the event any such request comes before the State Board for consideration, a disclosure period will be provided to the State Board members.
- (d) When a potential conflict of interest exists, the effected State Board member must prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and if the State Board member will not abstain from voting, deliberating, or taking other action on the matter, the statement shall state why, despite the potential conflict, the State Board member intends to vote or otherwise participate. Any such State Board member must deliver a copy of the statement to the Chair who shall cause the statement to be filed as a matter of public record.
- (e) No State Board member shall vote on a matter in which such member has a direct or indirect personal or pecuniary interest not common to other members of the State Board. The effected member of the State Board may abstain from voting, deliberating, or taking other action on the matter for which the potential conflict exists. The minutes of the meeting shall record compliance with this requirement. The effected State Board member may briefly state such member's position regarding the subject or may answer questions of other State Board members, as the effected State Board member's knowledge may be of assistance.
- (f) All State Board members shall comply with WIOA Sec. 101(f), which states:

*(f) CONFLICT OF INTEREST. —A member of a State board may not—*

*(1) vote on a matter under consideration by the State board—*

*(A) regarding the provision of services by such member (or by an entity that such member represents); or*

*(B) that would provide direct financial benefit to such member or the immediate family of such member; or*

*(2) engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.*

## ARTICLE V. COMMITTEES

### Section 5.1 CREATION OF COMMITTEES

- (a) There shall be one (1) Executive Committee and three (3) subcommittees of the State Board:
  - (i) Policy and Oversight Subcommittee
  - (ii) Strategy and Innovation Subcommittee; and
  - (iii) Evaluation and Review Subcommittee.
- (b) The Governor or the Chair may create special committees, ad hoc committees, task forces, or similarly designated groups, as either deems necessary or desirable.

### Section 5.2 APPOINTMENT OF CHAIR

- (a) The Chair shall serve as chair of the Executive Committee. The chairs of all other committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups shall be State Board members representing business and shall be appointed by the Chair.

### Section 5.3 APPOINTMENT OF MEMBERS

- (b) The Governor may designate members of the Executive Committee at any time after the execution of these Bylaws. A majority of Executive Committee members must represent business. Said members must include:
  - (i) the Chair;
  - (ii) the Vice Chair;
  - (iii) the chair of the Policy and Oversight Subcommittee;
  - (iv) the chair of the Strategy and Innovation Subcommittee;
  - (v) the chair of the Evaluation and Review Subcommittee;
  - (vi) a representative of a labor organization from the workforce category;
  - (vii) a representative of an organization serving youth from the workforce category;
  - (viii) the Commissioner of the Nebraska Department of Labor;
  - (ix) ~~the Commissioner of the Nebraska Department of Education~~ two (2) representatives from the general membership of the State Board who must be representatives from business and industry; and
  - (x) ~~two (2) one (1) representatives~~ from the general membership of the State Board who must be a representative from the workforce category.
- (c) The Chair shall appoint the members of all other committees, subcommittees, special

**Commented [DA1]:** The edits here and in §(x) were made to ensure that the executive committee membership aligns with the membership requirements for the full board (a majority representing business, at least 20% representing workforce, and others). The way it was worded did not guarantee that the membership requirement would be met.

Related edits have been made to 5.9, 5.10, and 5.11.

committees, ad hoc committees, task forces, or similarly designated groups from the general membership of the State Board.

- (d) Individuals who are not members of the State Board may be appointed by the Chair to committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups created pursuant to Sec. 5.1(b) of these Bylaws.

#### **Section 5.4 VOTING RIGHTS**

- (a) Only State Board members appointed to serve on a committee, subcommittee, special committee, ad hoc committee, task force, or similarly designated group pursuant to Sec. 5.1(b) shall have voting rights on the committee, subcommittee, special committee, ad hoc committee, task force, or similarly designated group to which the State Board members are appointed.
- (b) All actions or recommendations by committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups created pursuant to Sec. 5.1(b) of these Bylaws shall be by a majority vote of the quorum present.

#### **Section 5.5 COMMITTEE MEMBERSHIP**

State Board members may serve on more than one (1) committee, subcommittee, special committee, ad hoc committee, task force, or similarly designated group that currently exists or that may be created by the Governor or the Chair, as provided in Sec. 5.1(b) of these Bylaws.

#### **Section 5.6 COMMITTEE MEETINGS**

- (a) Committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups created pursuant to Sec. 5.1(b) of these Bylaws shall meet on an as-needed basis, subject to the call of the Chair or the chair of the committee, subcommittee, special committee, ad hoc committee, task force, or similarly designated group.
- (b) When required by the Nebraska Open Meetings Act, notice of meetings of the State Board's committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups shall be in accordance with the Nebraska Open Meetings Act. Written notice of each such meeting shall be sent to the members of such committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups prior to the meeting, along with a copy of the proposed minutes of the previous meeting. The notice shall specify the date, time, location, and proposed agenda for the meeting.
- (c) Pursuant to Sec. 84-1409(1) of the Nebraska Open Meetings Act, except with regard to the Executive Committee as stated in Sec. 5.8 of these Bylaws, committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups created under these Bylaws, including the Policy and Oversight Subcommittee, Strategy and Innovation Subcommittee, and the Evaluation and Review Subcommittee:
  - (i) may take no formal action;
  - (ii) have no policymaking authority; and
  - (iii) shall not be considered public bodies for the purposes of the Nebraska Open Meetings Act.

- (d) The use of technology, such as phone and web-based meetings, for meetings of the State Board's committees, subcommittees, special committees, ad hoc committees, task forces, or similarly designated groups is permitted under 20 CFR § 679.110(d)(5), subject to the requirements described in Sec. 4.5(e) of these Bylaws.

## **Section 5.7 CONDUCT OF MEETINGS**

The provisions of Secs. 4.4 – 4.8 of these Bylaws apply to the conduct of all Executive Committee meetings.

## **Section 5.8 EXECUTIVE COMMITTEE**

There shall be an Executive Committee consisting of members appointed by the Governor in accordance with Sec. 5.3 of these Bylaws. The Executive Committee shall have the authority to act on behalf of the State Board on issues that require action between scheduled State Board meetings, and may exercise such other powers and perform such other duties or functions as may be authorized by a majority vote of the State Board. The Executive Committee, as a public body, is subject to Nebraska's Open Meetings Act.

## **Section 5.9 POLICY AND OVERSIGHT SUBCOMMITTEE**

There shall be a Policy and Oversight Subcommittee consisting of members appointed by the Chair in accordance with Sec. 5.3 of these Bylaws. The Chair shall appoint the chair of this subcommittee, who must be a representative from business and industry, from among the members of the State Board appointed to the subcommittee. The Policy and Oversight Subcommittee shall be a subcommittee of the State Board. This subcommittee shall be assigned duties and responsibilities associated with policy development and oversight regarding the workforce development and one-stop delivery system, development of Nebraska's WIOA state plan, public sector partnerships, and other duties as assigned by the Chair. The Policy and Oversight Subcommittee, as a subcommittee of the State Board, is not subject to the Nebraska Open Meetings Act as it does not hold hearings, make policy, or take formal action on behalf of the State Board.

## **Section 5.10 STRATEGY AND INNOVATION SUBCOMMITTEE**

There shall be a Strategy and Innovation Subcommittee consisting of members appointed by the Chair in accordance with Sec. 5.3 of these Bylaws. The Chair shall appoint the chair of this subcommittee, who must be a representative from business and industry, from among the members of the State Board appointed to the subcommittee. The Strategy and Innovation Subcommittee shall be a subcommittee of the State Board. This subcommittee shall be assigned duties and responsibilities associated with strategy and innovation regarding employer engagement, industry sector partnerships, career pathways, connecting workforce efforts, workforce-related grants, system-related grants, technology solutions, data priorities, continuous improvement, and other duties as assigned by the Chair. The Strategy and Innovation Subcommittee, as a subcommittee of the State Board, is not subject to the Nebraska Open Meetings Act, as it does not hold hearings, make policy, or take formal action on behalf of the State Board.

## **Section 5.11 EVALUATION AND REVIEW SUBCOMMITTEE**

There shall be an Evaluation and Review Subcommittee consisting of members appointed by the Chair in accordance with Sec. 5.3 of these Bylaws. The Chair shall appoint the chair of this subcommittee, who must be a representative from business and industry, from among the members of the State Board appointed to the subcommittee. The Evaluation and Review Subcommittee shall be a subcommittee of the State Board. This subcommittee shall be assigned duties and responsibilities associated with evaluation and review of funding resources, the WIOA Title I annual report, WIOA Title I funding allocation formulas,

the statewide labor market information system, and other duties as assigned by the Chair. The Evaluation and Review Subcommittee, as a subcommittee of the State Board, is not subject to the Nebraska Open Meetings Act, as it does not hold hearings, make policy, or take formal action on behalf of the State Board.

## ARTICLE VI. AMENDMENT OF BYLAWS

### Section 6.1 AMENDMENTS

These Bylaws may be amended or repealed by a vote of two-thirds (2/3) of the State Board members present at any regular or special meeting of the State Board.

### Section 6.2 WRITTEN NOTICE

Written notice of proposed changes to these Bylaws shall be sent to State Board members at least ten (10) days in advance of the meeting at which they are to be acted upon by the State Board. Such notice shall include both the proposed change and the section that it supersedes.

## ARTICLE VII. SUSPENSION OF BYLAWS

### Section 7.1 SUSPENSION OF BYLAWS

The State Board may, by a vote of two-thirds (2/3) of the State Board members present, suspend all or any part of these Bylaws when to do so would not be in conflict with any applicable state or Federal laws, statutes, regulations, or rules.

## ARTICLE VIII. EFFECTIVE DATE OF BYLAWS

### Section 8.1 EFFECTIVE DATE

- (a) These Bylaws shall become effective immediately upon approval of two-thirds (2/3) of the State Board members present at the meeting of the State Board.
- (b) Notice of these Bylaws was sent to the members of the State Board on ~~May 28, 2019~~. These Bylaws of the State Board were adopted by a vote of ~~fifteen (15)~~ in favor, ~~none~~ in opposition, and ~~none~~ abstaining, the same constituting more than two-thirds (2/3) of those members of the State Board present on ~~June 7, 2019~~, at the regular meeting of the State Board.

---

Mark Moravec, Chair, Nebraska Workforce Development Board

Date





September 10, 2019

John H. Albin  
Commissioner/State WIOA Liaison  
Nebraska Department of Labor  
550 South 16<sup>th</sup> Street  
Lincoln, NE 68508

Dear Commissioner Albin,

As permitted under the Section 5.2 of the bylaws of the Nebraska Workforce Development Board (the Board), I hereby appoint the following Board members to serve on the Board's Evaluation and Review Subcommittee (the Subcommittee):

- Phil Bakken, Chief of Staff, University of Nebraska
- Gary D. Dixon, Jr. Financial/Secretary-Treasurer, Steamfitters and Plumbers Local 464
- Paul Turman, Chancellor, Nebraska State College System

In addition, I hereby appoint the following non-Board member to serve on the Subcommittee: Wendy Sieler, Program Specialist/WIOA State Monitor, Nebraska Department of Labor. Further, I appoint Scott Hunzeker as the Subcommittee's non-Board member lead.

The following Subcommittee members have withdrawn from the Subcommittee:

- Phil Baker, Research Administrator, Nebraska Department of Labor
- Therese Marzouk, Career Education Specialist/Partnerships, Nebraska Department of Education

The current membership roster of the Subcommittee is enclosed as Attachment 1.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Moravec".

Mark Moravec  
Chair, Nebraska Workforce Development Board  
Business Development Manager, Chief Industries, Inc.

cc: Members of the Nebraska Workforce Development Board  
Members of the Evaluation and Review Subcommittee

Attachment 1: Evaluation and Review Subcommittee Membership Roster

Attachment 1. Evaluation and Review Subcommittee Membership Roster

Last	First	Professional affiliation	Subcommittee member role	Email
Ridder	Terri	HR Manager Franciscan Care Services, Inc.	<i>Subcommittee Chair</i> Nebraska Workforce Development Board Member	<a href="mailto:tridder@fcswp.org">tridder@fcswp.org</a>
Wilson	Lisa	Plant HR Manager Case New Holland Industrial (CNHI)	<i>Subcommittee Vice Chair</i> Nebraska Workforce Development Board Member	<a href="mailto:lisa.wilson@cnhind.com">lisa.wilson@cnhind.com</a>
Hunzeker	Scott	Director of Labor Market Information Nebraska Department of Labor	<i>Subcommittee non-Board member Lead</i> Nebraska Partner Council Representative	<a href="mailto:scott.hunzeker@nebraska.gov">scott.hunzeker@nebraska.gov</a>
Albrecht	Joni	Senator Nebraska Legislature	Nebraska Workforce Development Board Member	<a href="mailto:jalbrecht@leg.ne.gov">jalbrecht@leg.ne.gov</a>
Bakken	Phil	Chief of Staff University of Nebraska	Nebraska Workforce Development Board Member	<a href="mailto:pbakken@nebraska.edu">pbakken@nebraska.edu</a>
Bhadbhade	Madhavi	Program Coordinator Nebraska Department of Health and Human Services	Nebraska Partner Council Representative	<a href="mailto:madhavi.bhadbhade@nebraska.gov">madhavi.bhadbhade@nebraska.gov</a>
Dixon, Jr	Gary D.	Financial/Secretary-Treasurer Steamfitters and Plumbers Local 464	Nebraska Workforce Development Board Member	<a href="mailto:gdixon@lu464.org">gdixon@lu464.org</a>
Grotrian	Shannon	Economic Assistance Policy Administrator II Nebraska Department of Health and Human Services	Nebraska Partner Council Representative	<a href="mailto:shannon.grotrian@nebraska.gov">shannon.grotrian@nebraska.gov</a>
Potters	Brian	Workforce Services Administrator Nebraska Department of Labor	Nebraska Partner Council Representative	<a href="mailto:brian.potters@nebraska.gov">brian.potters@nebraska.gov</a>
Schroeder	Bradley	Director of Total Rewards Children's Hospital & Medical Center	Nebraska Workforce Development Board Member	<a href="mailto:brschroeder@childrensomaha.org">brschroeder@childrensomaha.org</a>
Sieler	Wendy	Program Specialist/State WIOA Monitor Nebraska Department of Labor	Nebraska Partner Council Representative	<a href="mailto:wendy.sieler@nebraska.gov">wendy.sieler@nebraska.gov</a>
Smith	Dannette	Chief Executive Officer Nebraska Department of Health and Human Services	Nebraska Workforce Development Board Member	<a href="mailto:dannette.smith@nebraska.gov">dannette.smith@nebraska.gov</a>
Stitt	Becky	Regional Human Resources Manager Western Sugar Cooperative	Nebraska Workforce Development Board Member	<a href="mailto:bstitt@westernsugar.com">bstitt@westernsugar.com</a>
Stutzman	Shane	Director of Field Services Nebraska Probation Administration	Nebraska Partner Council Representative	<a href="mailto:shane.stutzman@nebraska.gov">shane.stutzman@nebraska.gov</a>
Turman	Paul	Chancellor Nebraska State College System	Nebraska Workforce Development Board Member	<a href="mailto:pturman@nscs.edu">pturman@nscs.edu</a>



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September 10, 2019

John H. Albin  
Commissioner/State WIOA Liaison  
Nebraska Department of Labor  
550 South 16<sup>th</sup> Street  
Lincoln, NE 68508

Dear Commissioner Albin,

As permitted under the Section 5.2 of the bylaws of the Nebraska Workforce Development Board (the Board), I hereby appoint the following Board member to serve on the Board's Policy and Oversight Subcommittee (the Subcommittee):

- Greg Adams, Executive Director, Nebraska Community College Association
- Kyle Arganbright, Mayor, City of Valentine
- Troy Brooks, Vice President and General Manager, Nucor Steel Nebraska

The following Subcommittee members have withdrawn from the Subcommittee:

- Dave Rippe, Director, Nebraska Department of Economic Development
- Nellie Spangler, UI Division Director, Nebraska Department of Labor

Sincerely,

A handwritten signature in blue ink that reads "Mark Moravec".

Mark Moravec  
Chair, Nebraska Workforce Development Board  
Business Development Manager, Chief Industries, Inc.

cc: Members of the Nebraska Workforce Development Board  
Members of the Policy and Oversight Subcommittee

Attachment 1: Policy and Oversight Subcommittee Membership Roster

Attachment 1. Policy and Oversight Subcommittee Membership Roster

Last	First	Business affiliation	Subcommittee member role	Email
Hanson, Jr.	James	Owner/Founder inTouch Communications	<i>Subcommittee Chair</i> Nebraska Workforce Development Board Member	<a href="mailto:jim@intouchcommunications.com">jim@intouchcommunications.com</a>
Nordell	Don	Director Black Hills Energy	<i>Subcommittee Vice Chair</i> Nebraska Workforce Development Board Member	<a href="mailto:don.nordell@blackhillscorp.com">don.nordell@blackhillscorp.com</a>
Rasmussen	Victoria	Assistant Director Nebraska Vocational Rehabilitation	<i>Subcommittee non-Board member Lead</i> Nebraska Partner Council Representative	<a href="mailto:victoria.rasmussen@nebraska.gov">victoria.rasmussen@nebraska.gov</a>
Adams	Greg	Executive Director Nebraska Community College Association	Nebraska Workforce Development Board Member	<a href="mailto:gregadams@neb.twcbc.com">gregadams@neb.twcbc.com</a>
Albin	John	Commissioner/State WIOA Liaison Nebraska Department of Labor	Nebraska Workforce Development Board Member	<a href="mailto:john.albin@nebraska.gov">john.albin@nebraska.gov</a>
Andersen	Deb	WIOA Policy Coordinator Nebraska Department of Labor	Nebraska Partner Council Representative	<a href="mailto:deb.andersen@nebraska.gov">deb.andersen@nebraska.gov</a>
Arganbright	Kyle	Mayor City of Valentine	Nebraska Workforce Development Board Member	<a href="mailto:kyle.arganbright@sandhillssstate.com">kyle.arganbright@sandhillssstate.com</a>
Brooks	Troy	Vice President and General Manager Nucor Steel Nebraska	Nebraska Workforce Development Board Member	<a href="mailto:troy.brooks@nucor.com">troy.brooks@nucor.com</a>
Graham	Katie	State CTE Director Nebraska Department of Education	Nebraska Partner Council Representative	<a href="mailto:katie.graham@nebraska.gov">katie.graham@nebraska.gov</a>
Martin	Susan	President/Secretary-Treasurer Nebraska State AFL-CIO	Nebraska Workforce Development Board Member	<a href="mailto:s.martin@neaf1-cio.org">s.martin@neaf1-cio.org</a>
Swigart	Carol	Owner/President Hillaero Modification Center	Nebraska Workforce Development Board Member	<a href="mailto:cswigart@windstream.net">cswigart@windstream.net</a>



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September 10, 2019

John H. Albin  
Commissioner/State WIOA Liaison  
Nebraska Department of Labor  
550 South 16<sup>th</sup> Street  
Lincoln, NE 68508

Dear Commissioner Albin,

As permitted under the Section 5.2 of the bylaws of the Nebraska Workforce Development Board (the Board), I hereby appoint the following Board members to serve on the Board's Strategy and Innovation Subcommittee (the Subcommittee):

- Elizabeth Babcock, Director of Communication and Talent Development, Adams Land & Cattle, LLC
- Lindy Foley, Director, Nebraska VR
- Kyle Nixon, General Manager, Novozymes

In addition, I hereby appoint the following non-Board member to serve on the Subcommittee: Mary Anne Bradfield, Deputy Commissioner for Reemployment, Nebraska Department of Labor.

The following Subcommittee members have withdrawn from the Subcommittee:

- Gregg Christensen, Entrepreneurship & Career Education Specialist, Nebraska Department of Education
- Stan Odenthal, Director, Office of Employment and Training, Nebraska Department of Labor

Sincerely,

A handwritten signature in blue ink that reads "Mark Moravec".

Mark Moravec  
Chair, Nebraska Workforce Development Board  
Business Development Manager, Chief Industries, Inc.

cc: Members of the Nebraska Workforce Development Board  
Members of the Strategy and Innovation Subcommittee

Attachment 1: Strategy and Innovation Subcommittee Membership Roster



Attachment 1. Strategy and Innovation Subcommittee Membership Roster

Last	First	Professional affiliation	Subcommittee member role	Email
Geary	Michael	Owner CMG Holdings	<i>Subcommittee Chair</i> Nebraska Workforce Development Board Member	<a href="mailto:michael.geary.ne@gmail.com">michael.geary.ne@gmail.com</a>
Deakin	Brian	HR Manager BD Medical – Holdrege	<i>Subcommittee Vice Chair</i> Nebraska Workforce Development Board Member	<a href="mailto:brian_deakin@bd.com">brian_deakin@bd.com</a>
Stutzman	Jody	Regional Director Proteus, Inc.	<i>Subcommittee non-Board member Lead</i> Nebraska Partner Council Representative	<a href="mailto:jodys@proteusinc.net">jodys@proteusinc.net</a>
Babcock	Elizabeth	Director of Communication and Talent Development Adams Land & Cattle, LLC	Nebraska Workforce Development Board Member	<a href="mailto:elizabeth.babcock@adamslandandcattle.com">elizabeth.babcock@adamslandandcattle.com</a>
Bradfield	Mary Anne	Deputy Commissioner for Reemployment Nebraska Department of Labor	Nebraska Partner Council Representative	<a href="mailto:maryanne.bradfield@nebraska.gov">maryanne.bradfield@nebraska.gov</a>
Clausen	Shari	Director of Admission and Placement Iowa/Nebraska Job Corps	Nebraska Partner Council Representative	<a href="mailto:clausen.shari@jobcorps.org">clausen.shari@jobcorps.org</a>
Feldhaus	Jason	Vice President of Connected Youth Initiatives Nebraska Children and Families Foundation	Nebraska Workforce Development Board Member	<a href="mailto:jfeldhaus@nebraskachildren.org">jfeldhaus@nebraskachildren.org</a>
Foley	Lindy	Director Nebraska VR	Nebraska Workforce Development Board Member	<a href="mailto:lindy.foley@nebraska.gov">lindy.foley@nebraska.gov</a>
Hale	Allan	Executive Director National Electrical Contractors Association	Nebraska Workforce Development Board Member	<a href="mailto:allan@neneca.com">allan@neneca.com</a>
Hatch	Allison	Talent Development Team Leader Nebraska Department of Economic Development	Nebraska Partner Council Representative	<a href="mailto:allison.hatch@nebraska.gov">allison.hatch@nebraska.gov</a>
Moravec	Mark	Business Development Manager Chief Industries, Inc.	Nebraska Workforce Development Board Member	<a href="mailto:mark.moravec@chiefind.com">mark.moravec@chiefind.com</a>
Nixon	Kyle J.	General Manager Novozymes	Nebraska Workforce Development Board Member	<a href="mailto:KYNX@novozymes.com">KYNX@novozymes.com</a>
Sedlacek	Jennifer	Senior Director PTC Operations, Union Pacific Railroad	Nebraska Workforce Development Board Member	<a href="mailto:jcsedlacek@up.com">jcsedlacek@up.com</a>
Serván	Carlos	Executive Director Nebraska Commission for the Blind and Visually Impaired	Nebraska Partner Council Representative	<a href="mailto:carlos.servan@nebraska.gov">carlos.servan@nebraska.gov</a>



## **Appendix 7. Meeting calendar and locations**

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Proposed meeting dates and locations for 2019 – 2020 are:

- December 6, 2019, 9a – 12p, Administrative Services Building, Development Center, Lower Level, 1526 K Street, Lincoln, Nebraska 68508
- March 6, 2020, 9a – 12p, Administrative Services Building, Development Center, Lower Level, 1526 K Street, Lincoln, Nebraska 68508
- June 5, 2020, 9a – 12p, Administrative Services Building, Development Center, Lower Level, 1526 K Street, Lincoln, Nebraska 68508
- September 11, 2020, 9a – 12p, Administrative Services Building, Development Center, Lower Level, 1526 K Street, Lincoln, Nebraska 68508