



Rogue Valley Workforce Consortium Meeting

Thursday July 19, 2018 • 2:00-3:00 p.m. | 100 E. Main Street, Suite A - Board Room • Medford

Video/Phone Conference access available <https://zoom.us/j/268602625>. Select your audio preference:

1) Use telephone + 1 (669) 900-6833; Access Code: 268-602-625 normal long distance charges will apply); 2)

Or, use computer microphone & speakers (headset is recommended to avoid reverb)

Agenda

Call to Order (1-2m)

Commissioner Dyer

- Welcome & Introductions

Infrastructure & Additional Cost Funding Agreement (5m) - **Action Item** 📄

Jim Fong

- RVWC, via RWP staff convening leadership, has responsibility to oversee that Workforce Innovation & Opportunity Act (WIOA) required partners come together to agree upon the sharing of the cost associated with the WorkSource Rogue Valley One Stop Centers.

19-008 Intergovernmental Agreement with Employment Department For Confidential Information Sharing (45-50m) 📄

Jim & John Chamberlin

- RWP Legal Counsel John Chamberlin will provide technical consultation to explain and discuss this new USDOL signature requirement. RVWC will not take action today, but will determine next steps required.

Joint Meeting of the Rogue Valley Workforce Consortium & Rogue Workforce Partnership - Corporate Directors

Thursday July 19, 2018 • 3:00-5:00 p.m. | 100 E. Main Street, Suite A - Board Room • Medford

Video/Phone Conference access available <https://zoom.us/j/268602625>. Select your audio preference:

1) Use telephone + 1 (669) 900-6833; Access Code: 268-602-625 normal long distance charges will apply); 2)

Or, use computer microphone & speakers (headset is recommended to avoid reverb)

Agenda

Call to Order (1-2m)

Commissioner Dyer, Jessica Gomez

- Welcome & Introductions

Approval of Minutes (1-2m) - **Action Item** 📄

Jessica

- May 17, 2018—RWP Corporate Directors Meeting

Rogue Workforce Partnership Budget (15m)- **Action Items** 📄

Sherri Emitte, Jim Fong

- Budget Approval by RVWC
- Budget Approval by RWP Corporate Directors

Facilities Update (10-15m)

Sherri, Jim

College and Career For All / Superintendent's Meeting (15m) 

Jim

- Frequency & Joint Meetings with SOESD/K-12 Superintendents & College Presidents

Rogue Workforce Partnership Membership - Possible Action Items (15-20m) 

Jim

- Possible change in DHS or other members
- Membership configuration change options

September Oregon Workforce Partnership Conference (10-15m)


Jim

Other Items

Jessica

Adjourn

Commissioner Dyer,
Jessica

= Documents attached in packet or will be handed out at meeting

Auxiliary aids and services are available upon request to individuals with disabilities. Please contact Tami Allison at (541) 842-2518.



INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT

This Infrastructure and Additional Shared Cost Funding Agreement (“**Agreement**”), effective on July 1, 2018 (the “**Effective Date**”), is entered into by and among Rogue Workforce Partnership, an Oregon non-profit corporation, acting as the Local Workforce Development Board (the “**Local WDB**”) for Jackson and Josephine Counties (the “**Local Area**”), Rick Dyer, in his capacity as the Chair of the Rogue Valley Workforce Consortium, the chief elected official for the Local Area (“**CEO**”), and each other party whose name and signature appears on the signature pages hereof (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The federal Workforce Innovation and Opportunity Act (the “**WIOA**”) contemplates that the Local Workforce Development Board, the chief elected official, each entity (each a “**Required One-Stop Partner**” and, collectively, the “**Required One-Stop Partners**”) that carries out a program described in Section 121(b)(1)(B) of the WIOA, and other entities, carrying out a workforce development program, that are approved by the Local Workforce Development Board and the chief elected official (the “**Other One-Stop Partners**”) (the Required One-Stop Partners and the Other One-Stop Partners, each a “**One-Stop Partner**” and, collectively, the “**One-Stop Partners**”) in a local area will enter into a Memorandum of Understanding, as described in Section 121(c) of the WIOA and 20 CFR 678.500 to provide for the allocation among themselves and payment of the infrastructure costs of the “**One-Stop Centers**” contemplated by the WIOA and through which the One-Stop Partners deliver their workforce development programs (the “**Programs**”).

B. Under 20 CFR 678.420(b)(2), the allocation of One-Stop Center infrastructure costs among the One-Stop Partners must be based on (1) each One-Stop Partners’ proportionate use and relative benefit received, (2) federal cost principles, and (3) any local administrative cost requirements in the Federal law authorizing the One-Stop Partner's program.

C. If the Local Workforce Development Board, the chief elected official, and the One-Stop Partners in a local area fail to enter into an agreement for the allocation and payment, among the One-Stop Partners, of the infrastructure costs of the One-Stop Center in their local area, the Governor will allocate the infrastructure costs among the One-Stop Partners in accordance with the process set forth in 20 CFR 678.731.

D. The WIOA also contemplates that the Local Workforce Development Board, the chief elected official, and the One-Stop Partners will enter in an agreement to provide for the allocation and payment, among the One-Stop Partners, of additional shared costs relating to the operation of the One-Stop Centers. These costs must include the costs of applicable career services and may include any

other shared services that are authorized for and commonly provided through the One-Stop Partner Programs.

E. Under 20 CFR 678.760, the allocation of One-Stop Center operating costs among the One-Stop Partners must be based on the proportion of benefit received by each of the One-Stop Partners, consistent with applicable federal law.

F. The CEO, the Local WDB, and the One-Stop Partners party hereto (the “**Local One-Stop Partners**”), after completing their negotiations and discussions on the allocation of infrastructure costs and operating costs for the One-Stop Center in the Local Area, desire to enter into this agreement to implement their allocation arrangement and provide for payment of the One-Stop infrastructure costs and operating costs in accordance with the requirements of the WIOA and its implementing regulations.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1

BUDGET, ALLOCATION AND PAYMENT OF INFRASTRUCTURE COSTS

Section 1.1 **Infrastructure Cost Budget.** The Infrastructure Cost Budget for the One-Stop Center in the Local Area for Program Year 2018 (July 1, 2018, to June 30, 2019) (an “**Infrastructure Cost Budget**”) is set forth on Exhibit A. The Parties may amend this Agreement to add Infrastructure Cost Budgets for future program years through preparation of a written Infrastructure Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Infrastructure Cost Budget shall be deemed added to Exhibit A and shall serve as the Infrastructure Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties rights and obligations related to infrastructure costs of the One-Stop Center in the Local Area, so long as Exhibit A includes an Infrastructure Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Infrastructure Cost Budget in Exhibit A.

Section 1.2 **Infrastructure Cost Allocation.** The costs in an Infrastructure Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit B (the “**Infrastructure Cost Allocation**”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review infrastructure costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Infrastructure Cost Allocation to confirm that the infrastructure costs actually allocated to each Local One-Stop Partner are proportionate to that Local One-Stop Partner’s use of the One-Stop Center and the relative benefit received by each Local One-Stop Partner and the Local One-Stop Partner’s programs and activities. As a result of such review, the Parties shall make any necessary adjustments to the Infrastructure Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the

Infrastructure Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 1.3 **Infrastructure Cost Payment.**

1.3.1 Infrastructure Cost Contributions. No later than 30 days after the end of each calendar quarter, each Local One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Infrastructure Cost Budget that the Local One-Stop Partner made during the prior calendar quarter, any information needed from that Local One-Stop Partner to apply the Infrastructure Cost Allocation for the quarter, and supporting documentation for such in-kind contributions and cost allocation information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A Local One-Stop Partner's failure to notify the Local WDB of such in-kind contributions and cost allocation information within 45 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter.

1.3.2 Payment of Infrastructure Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 1.3.1, the applicable Infrastructure Cost Budget, and the Infrastructure Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total infrastructure costs incurred during the quarter, by Infrastructure Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the infrastructure costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 1.3.1. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to infrastructure costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the infrastructure costs for the quarter. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to infrastructure costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

1.3.3 Cost Overruns. If the Local WDB anticipates that future infrastructure costs for a program year will exceed the Infrastructure Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Infrastructure Cost Budget for the year. If the Parties reach agreement on an adjusted Infrastructure Cost Budget for the year, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for the year with the adjusted Infrastructure Cost Budget for the year through execution

by each of the Parties of a written adjusted Infrastructure Cost Budget for the year. Upon such execution, the adjusted Infrastructure Cost Budget for that year shall be deemed to replace the existing Infrastructure Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Infrastructure Cost Budget for a year, any cost (of a type included in the Infrastructure Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Infrastructure Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to Infrastructure Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 2

BUDGET, ALLOCATION AND PAYMENT OF ADDITIONAL SHARED COSTS

Section 2.1 **Additional Shared Cost Budget.** The Additional Shared Cost Budget for the One-Stop Center in the Local Area for Program Year 2017 (July 1, 2017, to June 30, 2018) (an “**Additional Shared Cost Budget**”) is set forth on Exhibit C. The Parties may amend this Agreement to add Additional Shared Cost Budgets for future program years through preparation of a written Additional Shared Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Additional Shared Cost Budget shall be deemed added to Exhibit C and shall serve as the Additional Shared Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties rights and obligations related to additional shared costs of the One-Stop Center in the Local Area so long as Exhibit C includes an Additional Shared Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Additional Shared Cost Budget in Exhibit C.

Section 2.2 **Additional Shared Cost Allocation.** The costs in an Additional Shared Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit D (the “Additional Shared Cost Allocation”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review additional shared costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Additional Shared Cost Allocation to confirm that the additional shared costs actually allocated to each One-Stop Partner are proportionate to the benefit received by that One-Stop Partner’s use of the One-Stop Center. As a result of such review, the Parties shall make any necessary adjustments to the Additional Shared Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Additional Shared Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 2.3 **Additional Shared Cost Payment.**

2.3.1 Additional Shared Cost Contributions. No later than 30 days after the end of each calendar quarter, each One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Additional Shared Cost Budget that the One-Stop Partner made during the prior calendar quarter, any information needed from that One-Stop Partner to apply the Additional Shared Cost Allocation for the quarter, and supporting documentation for such contributions and information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A One-Stop Partner's failure to notify the Local WDB of such contributions and information within 30 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the additional shared costs for the quarter.

2.3.2 Payment of Additional Shared Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 2.3.1, the applicable Additional Shared Cost Budget, and the Additional Shared Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total additional shared costs incurred during the quarter, by Additional Shared Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the additional shared costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 2.3.1. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to additional shared costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the additional shared costs for the quarter. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to additional shared costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

2.3.3 Cost Overruns. If the Local WDB anticipates that future additional shared costs for a program year will exceed the Additional Shared Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Additional Shared Cost Budget for the year. If the Parties reach agreement on an adjusted Additional Shared Cost Budget for the year, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for the year with the adjusted Additional Shared Cost Budget for the year through execution by each of the Parties of a written adjusted Additional Shared Cost Budget for the year. Upon such execution, the adjusted Additional Shared Cost Budget for that year shall be deemed to replace the existing Additional Shared Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Additional Shared Cost Budget for a year, any cost (of a type included in the Additional Shared Cost Budget) overrun incurred while this Agreement is in effect

shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Additional Shared Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to Additional Shared Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 3 CONDITIONS TO PAYMENT OBLIGATIONS

If a Party is an agency of the State of Oregon, then such Party’s payment obligations under this Agreement are conditioned on the Party receiving sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local government, then such Party’s payment obligations under this Agreement are conditioned on the Party receiving from its governing body sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a Local Workforce Development Board that is subject to debt limitations imposed, or expenditures or funding authorized by law, because of its unique relationship with local governments, then such Party’s obligations under this Agreement are conditioned on that Party receiving sufficient funding, appropriations, or other expenditure authorizations to allow that Party, in the exercise of its reasonable administrative discretion, to make the payment.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 **Term.** This Agreement shall remain in effect until the earlier of (1) its termination under Sections 1.1 or 2.1 or (2) a Party’s exercise of its right to terminate this Agreement under this Article 4.

Section 4.2 **Termination.** This Agreement may be terminated as follows:

4.2.1 **Notice.** A Party may terminate this Agreement effective upon 90 days advance written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.2 **Non-appropriation.** A Party may terminate this Agreement effective upon written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.3. **Change in Law.** A Party may terminate this Agreement effective upon written notice to each other Party, if federal or state laws, rules, regulations or guidelines are modified or are interpreted by the Federal Grant recipient agencies in such a way that the financing of One-Stop Center infrastructure costs as contemplated by this Agreement is no longer allowable.

4.2.4 **Non-compliance.** A Party may terminate this Agreement effective upon 30 days advance written notice to each other Party, if a Party fails to comply with its obligations under this Agreement, including a failure to make a required payment, and such failure remains uncured at the end of the 30-day period.

ARTICLE 5 EFFECT OF TERMINATION

Section 5.1 **Costs Incurred.** Termination of this Agreement shall not affect a Local One-Stop Partner's responsibility under this Agreement for infrastructure costs and additional shared costs incurred prior to the date of termination. Each Local One-Stop Partner shall continue to be responsible for its allocable portion of such costs in accordance with the terms and conditions of Articles 1 and 2.

Section 5.2 **Default Cost Allocation.** Unless the Parties have entered into a successor agreement for the allocation of infrastructure costs for the One-Stop Center in the Local Area, upon termination of this Agreement, the Local WDB shall so notify the Governor and such infrastructure costs will be allocated by the Governor among the Parties in accordance with the process set forth in 20 CFR 678.730 to 750. There is no default funding allocation for additional shared costs, in the event of termination of this Agreement.

ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** Articles 5 and 6 shall survive termination of this Agreement.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to a Party as set forth on the signature pages hereof.

Section 6.4 **Records and Inspection.** Each Local One-Stop Partner shall keep proper books of account and records on all costs in an Infrastructure Cost Budget that it incurs prior to the date of termination of this Agreement. Each Local One-Stop Partner will maintain these books of account and

records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of: (i) termination of this Agreement, (ii) the date that all disputes, if any, arising under this Agreement have been resolved or (iii) the period required by any applicable records retention or similar laws. Each Party will permit each other Party and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of such books of account and records. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

Section 6.5 Successors and Assigns. No Party may assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of each other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 6.6 Governing Law, Jurisdiction, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.7 Modification; Prior Grant Agreements; Headings. This Agreement may not be modified or amended except by an instrument in writing signed by each Party. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 Validity; Severability. If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

Section 6.9 Exhibits. The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof. If the language in an Exhibit conflicts with or is inconsistent with language not appearing in an Exhibit, the latter shall control.

**EXHIBIT A
INFRASTRUCTURE COST BUDGET**

On or about July 1, 2018 we will have an MOU/IFA in place covering colocated workforce partners. The financial arrangements will be reflected in one of three ways: 1) the lease, 2) partner sharing agreements, or 3) side deals like Lane County has with Easter Seals. These arrangements will be captured in this ever-evolving exhibit. Leases, costs and allocations change and, hopefully, our partnerships will expand and there will be a higher level of co-location over time.

In the table below, partner agreements are listed based on their status of being in place, in process or anticipated.

L (Lease) P (PCSA) O (Other)	Party #1	Party #2	Annual Cost	Currently Executed	In Process	Expected Date	Anticipated New or Mod	Expected Date
L	Rogue Workforce Partnership	Oregon Employment Department	\$ 63,889	X				
L	Rogue Workforce Partnership	ResCare (for Dept of Human Services / JOBS)	\$206,000		X	7/31/18		
L	Rogue Workforce Partnership	ResCare (for Dept of Human Services / OFFSET)	\$ 16,000		X	7/31/18		
L	Rogue Workforce Partnership	Vocational Rehabilitation	\$ 6,283		X	7/31/18		

Next Steps.

In order to determine the infrastructure for non-colocated workforce partners (NCWP's), the Parties agree to the process described in "MOU/IFA Version 2.0," included in this Agreement as Exhibit E. The intent of the process described in Exhibit E is to arrive at said costs to take effect July 1, 2019 unless the Parties agree to an earlier date. Once agreement is reached, that agreement or set of agreements for infrastructure costs for NCWP's shall be added to this Exhibit A.

**EXHIBIT B
INFRASTRUCTURE COST ALLOCATION**

Infrastructure cost allocation is provided in Exhibit A.

For review only --- not for signature

**EXHIBIT C
ADDITIONAL SHARED COST BUDGET**

The contents and structure of Exhibit C & D will be determined in accordance with the agreed upon planning process described in Exhibit E.

For review only --- not for signature

**EXHIBIT D
ADDITIONAL SHARED COST ALLOCATION**

The contents and structure of Exhibit C & D will be determined in accordance with the agreed upon planning process described in Exhibit E.

For review only --- not for signature

EXHIBIT E

THE MOU/IFA VERSION 2.0 ACTION PLAN

On or about July 1, 2018, a MOU/IFA will be in place covering co-located workforce partners. The financial arrangements will be reflected in one of three ways: 1) leases, 2) partner sharing agreements, or 3) other arrangements (e.g. Lane County with Easter Seals). These arrangements will be captured in an ever evolving exhibit. Leases, costs and allocations change and partnerships will expand and there will be a higher level of co-location over time.

On or about July 1, 2018, work will begin on an IFA covering non co-located workforce partners (NCWP's). The goal is to reach agreement by December 15, 2018.

There are nine workforce areas and a multitude of NCWP's. Some NCWP's are State agencies and some are local organizations. Some are public entities, some are nonprofits, and a few are private corporations (e.g. for-profit companies operate many Jobs Corps centers). Some operate on a July 1st budget cycle and others may be on a school year or a calendar year. Recognizing the complexity, the "MOU/IFA Version 2.0" process should be as simple as possible.

There are five sequential tasks:

- Step 1: Agreement on the core WSO philosophy – every partner customer is a workforce system customer. We will serve every customer utilizing all our combined resources as effectively as possible. Validating the mechanics of how this will work is the first task. WIOA requires that NCWP's offer their core services in at least one comprehensive center per workforce area. Those services may either be provided using technology or through cross training. Mere cross referral – "You need to go across town to the XYZ building" – isn't enough.
- Step 2: Estimating the infrastructure and other (mostly personnel) costs for the process agreed to in Step 1 comes next. This may involve sharing some technology, telephone, or "resource coordination" costs.
- Step 3: Once the costs to be potentially shared are identified and grouped, an allocation method can be developed which is simple and fair. Costs are to be shared based upon the estimated benefit to each partner's customers. Service numbers can be used (if available and equitable, a big "if"), the relative number of staff participating in the shared service provision process can be used or some other methodology. Sometimes the costs aggregated in Step 2 are small enough that NCWP's do not have a preference which allocation methodology is used so long as it is simple and predicable.
- Step 4: Agreement on the process for gathering and collecting costs, including periodic reconciliation. Identifying which agency will handle reconciliation. Identifying how adjustments occur and how disputes be resolved? Identifying how often this agreement will be revisited?
- Step 5: Getting the MOU/IFA "terms and conditions" executed. There will be multiple agencies involved making agreement on language a challenge.

Two separate negotiation approaches would begin this July – one involving State agency NCWP's (DHS, Adult Ed, Voc. Rehab, etc.) and a second at the local level for local agencies (Job Corps,

Tribes, etc.). It is important to decide up front which NCWP's belong in each group.

In the "two groups" approach, the "State Agency" work group would include 1) two representatives from each State agency, one with program authority and another with budget authority; 2) three or four WDB representatives tasked with coming up with an agreement all nine can live with; 3) Karen Humelbaugh or her designee; 4) a neutral facilitator and a neutral note taker/disseminator. It is important that the group not get too big. It is equally important that the process be transparent and allow for input from partners and WDB's not in attendance. The "MOU/IFA Version 1.0" process for co-located partners seems to have worked out so perhaps a similar workgroup should be constituted.

The second prong of the negotiation strategy – for local agencies - would happen in each of the nine workforce areas and would be led by WDB staff. Some agreements may already have been struck. Advice and technical assistance would be provided upon request. Some local workforce areas may elect to handle the "local agency" negotiation together.

Timing ...

- 1) July ... convene the State Agency work group. Convene Local Agency work groups. Care should be taken (to the extent possible) to ensure that those who attend have the authority to make commitments.
- 2) August ... Complete Step 1, agreement on the WSO philosophy and shared service delivery mechanics. If agreement cannot be reached, agree to disagree and come up with a fair and speedy way to reach resolution.
- 3) September ... Complete Steps 2 and 3, shared costs and the allocation methodology.
- 4) October ... Complete Step 4 and agree on "terms and conditions" in Step 5.
- 5) November ... Execute the agreement. It will take effect July 1, 2019 unless the parties agree to a different date. Some agencies may not have room to budget for costs until their fiscal year begins and this will be addressed when and if it comes up.
- 6) December 15th: Full and final resolution of any disputes.



Oregon

Kate Brown, Governor

Employment Department

875 Union Street NE

Salem, Oregon 97311

(503) 947-1394

TTY-TDD 711

www.Employment.Oregon.gov



May 23, 2018

To: Local Workforce Development Board

RE:# 19-008 Intergovernmental Agreement with Employment Department,
Local Workforce Development Boards, and Local Governments

Hello,

The current Intergovernmental agreement contract expires June 30, 2018 and OED is replacing the agreement with the attached.

The attached Intergovernmental Agreement is between the Oregon Employment Department, Rouge Workforce Partnership., and Chief Elected Official to disclose confidential information under the Federal Workforce act of 2014.

This Agreement allows the Parties to follow Regulations at 20 CFR 603.10(a)(2) permit an agent of a public official to receive confidential information. For disclosures referred to in **CFR 603.5(f)** (to an agent of a public official), the Oregon Employment department must enter into a written, enforceable agreement with the public official responsible for ensuring that the agent or contractor complies with the safeguards of **CFR 603.9**.

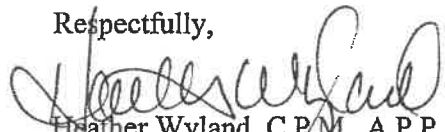
According to **20 CFR 603.2**, the following definition applies to this Agreement.

(d) *Public official* means:

- (1) An official, agency, or public entity within the executive branch of Federal, State, or local government who (or which) has responsibility for administering or enforcing a law, or an elected official in the Federal, State, or local government;
- (3) Performance accountability and customer information agencies designated by the Governor of a State to be responsible for coordinating the assessment of State and local education or workforce training program performance and/or evaluating education or workforce training provider performance; and
- (4) The chief elected official of a local area as defined in WIOA sec. 3(9).

Please review, sign the IGA and return to Heather Wyland, Procurement Manager at heather.e.wyland@oregon.gov . If you have questions regarding the agreement, please contact me. If you have program questions, please contact Adalberto Rubio at 503-507-6964 or via email at Adalberto.Rubio@orgon.gov.

Respectfully,



Heather Wyland, C.P.M., A.P.P.
Procurement Manager



AGREEMENT NUMBER 19-008

INTERGOVERNMENTAL AGREEMENT FOR CONFIDENTIAL INFORMATION SHARING LEVEL 3

This Confidential Sharing Agreement (“Agreement”), effective as of the last date of the last signature signed hereto (the “Effective Date”), is entered into by the State of Oregon, acting by and through its Employment Department (the “Agency”), the Rogue Workforce Partnership, an Oregon non-profit corporation, serving as staff to the Local Workforce Development Board (the “Local Board”), and the Chief Elected Official (“CEO”) for Jackson County (the Local Government’s Authorized Representative), all individually without distinction a “Party,” and collectively as the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by 20 CFR § 603.5(e), ORS 657.665(4)(d) and Administrative Policy, allowing disclosure of confidential information to partners under the federal Workforce Investment Opportunity Act of 2014 for the purpose of administering state workforce programs under the Act. The information disclosed is confidential and may not be used for any other purpose.

Regulations at 20 CFR 603.10(a)(2) permit an agent of a public official to receive confidential information. For disclosures referred to in **CFR 603.5(f)** (to an agent of a public official), the Agency must enter into a written, enforceable agreement with the public official responsible for ensuring that the agent or contractor complies with the safeguards of **CFR 603.9**. This Agreement is terminable if the Agency determines that the safeguards in the Agreement are not adhered to.

SECTION 2: PURPOSE

- 2.1 This Agreement is to allow access to and exchange of confidential information and data between Agency and all other parties for the purpose of operating a statewide, integrated workforce system.
- 2.2 This Agreement pertains to two primary data systems used by the Integrated Workforce System partners:

2.2.2 WorkSource Oregon Management Information System (“WOMIS”) – The system is maintained by Agency and the Local Board and Workforce Development (“CCWD”) on behalf of all system partners.

2.2.3 iMatchSkills - Contains job seeker and employer data. The data is owned by Agency and maintained on behalf of all system partners.

2.3 Information secured and maintained solely by one party for programs not included in the WorkSource Oregon brand, are specifically excluded from this Agreement.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date this Agreement has been fully executed. This Agreement will remain in effect until canceled or terminated earlier in accordance with the termination provisions of this Agreement.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency Agreement Administrator/Authorized Representative is:

Adalberto Rubio or Designee
875 Union Street NE
Salem, OR 97311
Telephone: 503-507-6964
Email address: adalberto.rubio@oregon.gov

4.2 Local Government’s Agreement Administrator/Authorized Representative is:

Chief Elected Officer
Rick Dyer, Commissioner
Jackson County Courthouse
10 South Oakdale Ave. Room 214
Medford, OR 97501
Telephone: 541-774-6118
Email address: DyerRR@jacksoncounty.org

4.3 Local Board’s Agreement Administrator/Authorized Representative is:

James Fong, Executive Director
100 East Main ST Suite A
Medford, OR 97501
Telephone: 541-842-2515
Email address: jimf@rogueworkforce.org

4.4 Local Agency Area Manager:

Sherri L Stratton
119 N Oakdale Avenue
Medford, OR 97501
Telephone: 541-776-6294
Email address: Sherri.L.Stratton@oregon.gov

4.5 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Board shall:

- 5.1.1 Only request authorization and access to Agency’s network and data by its employees who have a need to know, business use need.
- 5.1.2 Upon request, provide to Agency its Resource Access Control Facility Identification Numbers (RACF IDs) that are to be mapped to an Agency General Resource Profile in order for access to be setup.
- 5.1.3 Accounts created within this Agreement will be audited every 6 months for use. Accounts with no activity over a 60 day period will be revoked and will require a request to be reset. Accounts with no use during a 6 month period will be revoked and terminated.
- 5.1.4 Have access to client information that is in WOMIS and iMatchSKills; specifically name, address, social security number, whether they are an unemployment insurance claimant, last employer disclosed, disability status or any other information necessary to:
 - 5.1.4.1 Determine both Workforce Investment Opportunity Act Title 1B and Wagner-Peyer eligibility for services, provide effective services;
 - 5.1.4.2 Meet federal reporting requirements for registered and enrolled customers; and
 - 5.1.4.3 Provide integrated WorkSource Oregon services to business and job seekers including determining eligibility for services, registration, welcome process, job getting, skill development, business services and performance reporting.
- 5.1.5 Only release or share job seeker customer’s information upon receiving informed consent authorizing that the information may be shared or disclosed, and notice is provided that a consent or authorization is on file or secured electronically within the workforce system, as required under the federal Privacy Act and OAR 471-010-0115. The collected information may be released or shared through electronic access, fax, electronic mail, in writing and verbally (20 CFR 603.10(b)(iii)).
- 5.1.6 Ensure shared information and data is to provide the highest level of customer service and system coordination to both the job seeker and business customers;

- 5.1.7 Administer, control and monitor access and use of the records obtained under this Agreement to ensure that the confidential nature of the information is preserved;
- 5.1.8 Ensure that the following safeguards are implemented and maintained throughout the term of this Agreement:
 - 5.1.9 Appoint a management employee to supervise access and maintain training of its staff;
 - 5.1.10 Develop procedures that:
 - 5.1.10.1 Ensure only its employees with a need to know have access to confidential records and only as needed;
 - 5.1.10.2 Ensure that confidential records, either in electronic format or reduced to readable media, are retained and stored in a physically secured location to prevent access by unauthorized persons; (20 CFR 603.9(b));
 - 5.1.10.3 Prohibit duplication and re-disclosure of confidential records, including specifically that such confidential records will not be disclosed to any private entity such as a credit reporting bureau or collection agency. Information shall not be re-disclosed except by the parties of this Agreement to the customer or employer who is the subject the information (20 CFR 603.9(c)):
 - 5.1.10.3.1 Any request for re-disclosure of Party information referenced in this Agreement shall be forwarded to the Party for disposition.
 - 5.1.10.3.2 The Agency retains the legal authority to disclose Unemployment Information to persons or entities that are not the customer or employee who is the subject of information (20 CFR 603.9(c)(i) and ORS 657.665(4)(d)).
 - 5.1.10.4 Ensure timely destruction of confidential records, either in electronic format or reduced to readable media, after their intended use.
- 5.1.11 Provide training in confidentiality procedures to its employees authorized to view confidential records being disclosed under this Agreement;
- 5.1.12 Ensure its employees with access to this information have been instructed about confidentiality requirements and sanctions for unauthorized disclosure and will adhere to State and Federal requirements and procedures (20 CFR 603.9(b));
- 5.1.13 Report any violation of this Agreement immediately and in full to the Agency Agreement Administrator; and
- 5.1.14 Ensure that confidential data received from Agency under the terms of this Agreement are not transferred to or stored on laptop computers or portable storage devices such as USB keys and external hard drives.

- 5.1.15 Shall complete an Annual Implementation Audit Certification form (Attachment 1) to be completed and submitted to the Agency upon request and on or before January 15th of each year the Agreement is in force and effect per Section 29.
- 5.1.16 Contact Agency's Agreement Administrator for the following:
- 5.1.16.1 When a new network user account is needed. New network user accounts require First name, M.I. (middle initial) and Last name.
 - 5.1.16.1.1 Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency network application.
 - 5.1.16.2 When a new RACF ID account is needed. New RACF ID accounts require First name, M.I. and Last name.
 - 5.1.16.2.1 To access Agency mainframe data, transaction IDs or screens controlled by Agency's Lightweight Directory Access Protocol (LDAP) or RACF, there is a requirement for users to have a "HEXxxxx" ID assigned in order to properly connect. The Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency mainframe data. Local Board may alternatively require its own RACF group, containing Local Board RACF IDs, to be mapped to an Agency general resource profile. These accounts are used to authenticate a user.
 - 5.1.16.3 When a network account needs a password reset because of account lockout. Agency's Agreement Administrator shall submit a request to OED_HELPDESK@oregon.gov with the network user account and full user name. Request from individual users will be forwarded to the Local Board Agreement Administrator for validation.
 - 5.1.16.4 When a RACF ID account needs a password reset because of account lockout. Local Board's Agreement Administrator shall submit a request to OED_RACF_EMPLOYMENT@oregon.gov with the RACF ID and full user name. Requests from individual users will be forwarded to Local Board's Agreement Administrator for validation.
 - 5.1.16.5 When a network or RACF ID account is no longer needed:
 - 5.1.16.5.1 Local Board's Agreement Administrator shall promptly submit a user deletion request to OED_RACF_EMPLOYMENT@oregon.gov when a user's access to Agency's network or data is no longer needed.
 - 5.1.16.5.2 Agency RACF administrators will submit to Local Board a list of active accounts at least every 6 months or upon request from Local Board. Local Board shall verify and validate the list of current accounts against actual users. Local Board

shall report back to the Agency RACF administrator immediately upon identification, any active accounts that need to be removed.

5.2 Agency shall:

- 5.2.1 Share confidential records in the Agency's data systems, subject to the terms and conditions of this Agreement, provided however, Agency expressly reserves the right, without notice, to deny access to any portion of such information as Agency, in its sole discretions, deems necessary or prudent;
- 5.2.2 Section 1137 of the Social Security Act requires certain Federally-funded, State-administered public assistance programs to establish procedures for obtaining, using and verifying information relevant to determinations as to eligibility and the amount of assistance. The Agency must maintain information, as enumerated in § 435.960, to exchange for the purpose of enabling any agency or program referenced in § 435.945(b) to verify income, eligibility of, and the amount of assistance for its applicants and recipients; and
- 5.2.3 Provide access to Local Board similar to Agency's Workforce Operations user profiles.

SECTION 6: COMPENSATION AND PAYMENT TERMS

No consideration for expenses incurred by any Party for the operation and maintenance of the systems described in Section 2, including costs of accessing data and information, shall be included in this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Board represents and warrants to Agency that:

- 7.1 The Local Board is duly organized and validly existing. Local Board has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Board of this Agreement (a) have been duly authorized by Local Board; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Board charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Board is party or by which Local Board may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Board of this Agreement, other than those that have already been obtained; and
- 7.3 This Agreement has been duly executed and delivered by the Local Board and constitutes a legal, valid and binding obligation of Local Board enforceable in accordance with its terms.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Board.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Board that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL BOARD, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

- 9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9 with respect to the Third Party Claim.
- 9.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Board (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Board in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Board on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Board on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 9.3** Notwithstanding the foregoing, Local Board shall have control of the defense and settlement of any Third Party Claim described in this section 9. However, neither Local Board nor any attorney engaged by Local Board shall defend the Third Party Claim in the name of the State of Oregon or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Local Board settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Local Board is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interest's or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.
- 9.4** With respect to a Third Party Claim for which Local Board is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Board shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Board on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Board on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Board contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: LOCAL BOARD DEFAULT

Local Board will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1** Local Board fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 10.2** Any representation, warranty or statement made by Local Board in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Board is untrue in any material respect when made;
- 10.3** Local Board (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 10.4** A proceeding or case is commenced, without the application or consent of Local Board, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Board, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Board or of all or any substantial part of its assets, or (c) similar relief in respect to Local Board under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Board is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 11: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 12: REMEDIES

- 12.1** In the event Local Board is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 14, (b) reducing or withholding payment for work or work product that Local Board has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Board to perform, at Local Board expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, or (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2** In the event Agency is in default under Section 11 and whether or not Local Board elects to exercise its right to terminate this Agreement under Section 14.3 or in the event Agency terminates this Agreement under Section 14.2. In no event will Agency be liable to Local Board for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 13: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 30 days advance written notice to Local Boards;

14.2.2 Immediately upon written notice to Local Board, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.3 Immediately upon written notice to Local Boards, if Local Board is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Board;

14.2.4 Immediately upon written notice to Local Board, if Local Board, or any of its officers, employees, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws;

14.2.5 Immediately upon written notice to Local Board, if Local Board materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger Agency's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the Agency's notice to of such breach or failure, or within such longer period of cure as the Agency may specify in such notice. In the event of a breach by Local Board, further disclosure of information from Agency to Local Board immediately shall cease until Agency is satisfied that the breach has been cured and there will be no further breach; or

14.2.6 As otherwise expressly provided in this Agreement.

14.3 Local Board may terminate this Agreement as follows:

- 14.3.1 Immediately upon written notice to Agency, if Local Board fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Board reasonable administrative discretion, to perform its obligations under this Agreement;
- 14.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Board performance under this Agreement is prohibited or Local Board is prohibited from paying for such performance from the planned funding source;
- 14.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
- 14.3.4 As otherwise expressly provided in this Agreement.
- 14.4 Notwithstanding Section 27 of this Agreement, upon expiration or termination of this Agreement, Local Board shall surrender to Agency all information obtained from Agency (and any copies thereof) which has not previously been returned to Agency.

SECTION 15: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 16: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 17: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13, 15 and 17 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 18: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 19: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 20: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 21: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Board is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 22: INTENDED BENEFICIARIES

Agency, Local Board and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 23: FORCE MAJEURE

None of the Parties are responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Board after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 24: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Board may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Board to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Board assignment or transfer of its interest in this Agreement will not relieve Local Board of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 25: SUBCONTRACTS

Local Board shall not enter into any subcontracts for any of the work required of Local Board under this Agreement.

SECTION 26: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 27: RECORDS MAINTENANCE AND ACCESS

Local Board shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Board shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Board, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Board performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Board, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Board acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Board shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Board shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 28: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 29: AUDIT REQUIREMENT

29.1 Local Board shall complete and submit electronically to Agency at OED_AUDIT_CERT@oregon.gov a Confidential Information and Data Sharing Annual Implementation Audit report (Attachment 1) upon request of Agency, and annually on or before January 15th of each year. The e-mail must contain this Agreement number in the subject line. Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to Agency information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreements(s). The audits shall include, but are not limited to:

- 29.1.1 How is access to Agency information granted;
- 29.1.2 How is access to Agency information controlled;
- 29.1.3 Why access to Agency information is granted, based on OAR 471-010-0105 and ORS 657.665;
- 29.1.4 Who is accessing Agency information;
- 29.1.5 What specific program(s) within the entity need access to Agency information;
- 29.1.6 Which specific positions within the program(s) need access to Agency information;
- 29.1.7 What specific Agency information is needed;
- 29.1.8 What "informed consent" if any, the entity uses when gathering information from its customers (See Attachment #1, Line 8(a-b)).
- 29.1.9 Agency shall have final authority to determine whether Local Board is in compliance with the procedures in OAR 471-010-0125(1).

SECTION 30: ON-SITE INSPECTIONS

Pursuant to 20 CFR § 603.10(b)(1)(vi), Agency may conduct on-site inspections of any areas of Local Board where confidential Agency information is used or stored, on a schedule to be determined by Agency, to assure that the requirements of 20 CFR Part 603 and ORS 657.665 are being met.

SECTION 31: FEDERAL PRIVACY ACT

31.1 In order for a government agency to obtain or use an individual's Social Security Number for a particular purpose, the Privacy Act of 1974 (5 U.S.C. 552a) requires the government agency to establish its authority to request that the individual disclose his or her Social Security Number, and to inform the individual whether that disclosure is mandatory or voluntary, by what statutory or other authority the number is solicited, and what uses will be made of it.

31.2 Local Board expressly warrants to Agency that any Social Security Numbers to be provided by Agency to Local Board pursuant to this Agreement have been obtained in compliance with the Federal Privacy Act and the intended use of such numbers for the purpose described in this Agreement has been adequately disclosed to the individuals who provided the numbers.

SECTION 32: PROTECTION OF CONFIDENTIALITY

32.1 Pursuant to 20 CFR Part 603, Local Board expressly warrants to Agency that the information disclosed by Agency to Local Board under this Agreement shall be used only to the extent necessary for the performance of official duties of Local Board and shall be disclosed only for the purposes defined in this Agreement and shall not be used for any purposes not specifically authorized in this Agreement.

32.2 Local Board's Authorized Representative and all staff having access to Agency information under this Agreement shall read, sign and submit to Agency's Authorized Representative an Agency Information Security Policy Acknowledgement Form (Attachment 2) and a Commitment to Confidentiality Agreement (Attachment 3) prior to Agreement execution. Local Board shall require any staff provided access to Agency information under this Agreement after Agreement execution to do the same prior to that staff receiving access to any confidential information.

32.3 Local Board assumes responsibility for any misuse or inappropriate disclosure of the information provided by Agency pursuant this Agreement.

32.4 Local Board shall store the information disclosed by Agency to Local Board in a place physically secure from access by unauthorized persons. If information disclosed by Agency is maintained in electronic format, such as magnetic tapes or discs, Local Board shall store that information in such a way that unauthorized persons cannot obtain the information by any means. If information disclosed by Agency is stored in computer systems, Local Board shall undertake precautions to ensure that only authorized personnel are given access to that information.

32.5 Local Board shall not re-disclose the information disclosed by Agency to Local Board.

ATTACHMENT 1

**CONFIDENTIAL INFORMATION AND DATA SHARING
ANNUAL IMPLEMENTATION AUDIT CERTIFICATION**

Agreement Number:	
Designated Workforce Partner Name:	
Designated Workforce Partner's Authorized Representative:	
Today's Date:	

Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to Oregon Employment Department (OED) information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreement(s). The audits shall include, but are not limited to:	Included in Audit (please initial)
1. How is access to OED information granted?	
2. How is access to OED information controlled?	
3. Why access to OED information is granted, based on OAR 471-010-0105 and ORS 657-665?	
4. Who (within your agency) is authorized to grant and revoke access to OED information?	
5. What specific programs within the agency need access to OED information?	
6. Which specific positions within the programs need access to OED information?	
7. What specific OED information is needed?	
8. Whether access to OED information is granted to contractors. If yes: a. Who is the contractor? b. Why is the contractor being granted access?	Not Applicable
9. What "informed consent" if any, the agency uses when gathering information from its customers?	

By signing below, I attest that the audit required by OAR 471-101-0125 has been completed including each of the applicable subsections above.

Signature: _____ Date: _____

This signed audit form shall be sent to OED at OED_AUDIT_CERT@oregon.gov pursuant to Section 29.

ATTACHMENT 2

OREGON EMPLOYMENT DEPARTMENT
INFORMATION SECURITY POLICY ACKNOWLEDGEMENT FORM



w w w . w o r k i n g i n o r e g o n . o r g

Oregon Employment Department
Information Security Policy Acknowledgment Form

UPPORT BUSINESS & PROMOTE EMPLOYMENT

The Oregon Employment Department (OED) routinely updates security controls and measures to be certain that information assets are protected; ensuring confidentiality, integrity, and availability. As part of this on-going effort, security policies are reviewed annually, updated, and implemented.

OED's Information Security IRM 7 (2) policy and policy procedures define users of agency information resources expectations for behavior and activities as it pertains to such information resources. By signing this agreement I acknowledge that I have received a copy of OED's Information Security Policy IRM 7 (2) and the relevant policy procedures. I certify that I have read and understood that as an employee I am granted access to agency information resources to perform job functions and if I have any questions regarding use, I will discuss them with my supervisor; or as a non-employee may have access to information resources to perform contractual agreement responsibilities and if I have questions I will discuss them with my OED Manager Contact.

I understand this signed agreement will be placed in my Personnel file (or Managers' file if a Volunteer, Contractor, Vendor, Consultant or Partner). I further understand any violation of these policies can result in limitation, suspension, or revocation of access to agency information assets and can lead to other disciplinary action up to and including dismissal from State service, termination of contract, or monetary damages (maximum fine allowed by law). Knowingly violating portions of this policy may also constitute "computer crime" under ORS 164.377.

_____ Employee / Worker Signature	_____ Printed Employee / Worker Name	_____ Date
_____ Non-employee Signature (if non-OED employee)	_____ Printed Name	_____ Date
_____ Manager/Manager Contact Signature	_____ Printed Manager Name	_____ Date

*The OED Information Security IRM 7 (2) policy is available at:
http://xpedio3.emp.state.or.us/stellent/groups/policydocs/documents/policy/securitypolicy_20090220.pdf

Rev: 10/21/2010

ATTACHMENT 3

COMMITMENT TO CONFIDENTIALITY AGREEMENT

Oregon Employment Department Commitment to Confidentiality – Level 3 (Full Access)



FEDERAL LAW

The U.S. Department of Labor holds that under Sections 303(a)(1) and 303(a)(8) of the Social Security Act, information collected and maintained for the administration of the unemployment compensation program is confidential and, with certain exceptions, not subject to disclosure. This confidentiality requirement pertains to information required from individuals and employers or employing units for the purposes of administration of the state's unemployment compensation laws. This includes, among other items, the customer's name, address, social security number, earnings/wages, and employer BIN number.

STATE LAW

Oregon Revised Statute 657.665 provides "all information in the records of the Employment Department pertaining to the administration for the unemployment insurance, employment service and labor market information programs is confidential and for the exclusive use and information of the Director of the Employment Department in administering the programs which the agency oversees except as otherwise provided in ORS 657.665." ORS 657.665 also specifies certain circumstances under which confidential information may be shared with specified entities for specified purposes.

DEPARTMENT RULES (OARs)

OAR 471-010-0080 through 0125 provide additional authority and direction regarding access to, use, and disclosure of customer information provided to the Oregon Employment Department. The administrative rules detail the allowances for sharing customer information with partners in the one-stop system, law enforcement officials, agents, legislators, and attorneys. The rules also provide the sanctions for unauthorized disclosure, the need for interagency agreements to share the information, and a description of additional concepts discussed in both rule and statute.

UNDER PENALTY OF DISQUALIFICATION

ORS 657.665(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.

UNDERLYING GUIDELINES

1. You may have access to records only as necessary to do your job. DO NOT discuss identifying information from our records with coworkers unless you or they must do so in order to do your job.
2. Once accessed, the information may only be used for the purposes for which this confidential information sharing was approved.
3. Unless you have been given authority to discuss or disclose confidential information, refer to your supervisor all contacts that could result in disclosure.
4. Any unauthorized use constitutes a breach of confidentiality and is not within the scope of duties of any officer, agent, or employee. Unauthorized publication of the information is absolutely prohibited. Such unauthorized use is to be reported immediately to your supervisor. The supervisor will immediately call the OED help desk and ask to speak the security manager or the security incident responder on duty. The supervisor will then report the details to the security personnel.

I understand that all information and data contained in OED records is confidential and not for release except under certain defined circumstances. I also understand that, as a non-OED employee, if I access or disclose any information not authorized by law, rule or policy, action up to and including revocation of access to agency information assets and termination of contract will be taken, which may also include monetary damages (maximum fine allowed by law).

Should I have questions, in the future; regarding the confidentiality of OED records I will refer and discuss them with the OED Manager contact prior to releasing the information.

Signature:	Printed Name:	Date:
Organization:	Location:	
Manager Signature:	Printed Manager Name:	Date:

RWP Workforce Board ♦ Membership & Positions

v20180329ta

<i>Business Representatives ♦ Mandatory Majority</i>			<i>Labor Representatives &/or Joint Apprenticeship Training Center ♦ Mandatory</i>		
1	Jessica Gomez* ♦ Founder & CEO <i>RWP Chair</i>	Rogue Valley Microdevices	Lance Corley ♦ Apprenticeship Director	Crater Lake Electrical JATC <i>Joint Apprenticeship Training Committee</i> IBEW Local 659 - International Brotherhood of Electrical Workers	1
2	Michael Donnelly* ♦ Materials Manager <i>RWP Vice-Chair</i>	Carestream, Inc.	Drew Waits ♦ Business Agent / Organizer	Southern Oregon/Northern California Plumber & Steamfitters, UA 290	2
			<i>Community-Based Organizations</i> - with demonstrated experience & expertise in addressing the employment needs of individuals with barriers to employment - serve veterans , or individuals with disabilities		
			<i>Organizations</i> - with demonstrated experience & expertise in addressing the employment, training, or education needs of eligible youth , including representatives of organizations that serve out-of-school youth		
3	Nikki Jones* ♦ Owner	Express Employment Professionals	Brian Shumate ♦ Superintendent	Medford School District	3
4	Brent Kell ♦ Executive Director	Valley Immediate Care	Kirk Kolb ♦ Superintendent	Grants Pass School District	4
5	John Underwood* ♦ Human Resources Manager	Timber Products	Scott Beveridge ♦ Superintendent	Southern Oregon Education Service District	5
			<i>Education & Training – Title II & Higher Education ♦ Mandatory</i>		
6	Norm Kester ♦ CEO	Quantum Innovation	Cathy Kemper-Pelle ♦ President	Rogue Community College	6
			<i>Economic / Community Development ♦ Mandatory</i>		
7	Trever Yarrish ♦ Co-Founder & COO	Zeal	Alex Campbell ♦ Regional Coordinator	Regional Solutions Team	7
			<i>OED / Wagner-Peyser ♦ Mandatory</i>		
8	Vacant		Sherri Stratton ♦ Senior Manager	Oregon Employment Department	8
			<i>Vocational Rehabilitation ♦ Mandatory</i>		
9	Shawn Hogan * ♦ VP of Engineering	Linx Technologies, Inc.	Matthew Balkwill ♦ Area Manager	Office of Vocational Rehabilitation Division	9
			<i>Optional Members</i>		
10	Catherine Goslin ♦ Director of Human Resources	Rogue Valley Manor	Rosemary Jernigan ♦ Asst. Self-Sufficiency Program Manager	Oregon Department of Human Services	10
11	Kim Oveson ♦ Human Resource Officer	LaClinica	Linda Schott ♦ President	Southern Oregon University	11
12	Joe Meyers ♦ Vice President	Pacific Electrical Contractors	Dr. Erin Foley ♦ Dean of Students	Oregon Institute of Technology	12
13	Paul Macuga ♦ Chief People Officer	ASANTE Health Systems			
Total RWP Workforce Board Membership = 25 Positions					

Mandatory
Must be
20% of
Workforce
Board

Mandatory = WIOA Workforce Board Membership Requirement | * = Corporate Director

WORKFORCE INNOVATION & OPPORTUNITY ACT

SEC. 3. DEFINITIONS.

(10) COMMUNITY-BASED ORGANIZATION.—The term “community-based organization” means a private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.

(11) COMPETITIVE INTEGRATED EMPLOYMENT.—The term “competitive integrated employment” has the meaning given the term in section 7 of the Rehabilitation Act of 1973 (29 U.S.C. 705), for individuals with disabilities.

SEC. 107. LOCAL WORKFORCE DEVELOPMENT BOARDS.

(2) **COMPOSITION.**—Such criteria shall require that, at a minimum—

(A) a majority of the members of each local board shall be representatives of **business** in the local area, 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;
- (ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
- (iii) are appointed from among individuals nominated by local business organizations and business trade associations;

(B) not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who—

- (i) **shall** include representatives of **labor organizations** (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
- (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**, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
- (iii) may include representatives of **community based organizations** that have demonstrated experience and expertise in addressing the employment 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, or education needs of **eligible youth**, including representatives of organizations that serve **out-of-school youth**;

(C) each local board shall include representatives of entities administering **education and training** activities in the local area, who—

- (i) **shall** include a representative of eligible providers administering **adult education and literacy** activities under title II;
- (ii) **shall** include a representative of institutions of **higher education** providing workforce investment activities (including community colleges);

(iii) may include representatives of **local educational agencies**, and of **community-based organizations** with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

(D) each local board shall include representatives of governmental and **economic and community development** entities serving the local area, who—

(i) **shall** include a representative of **economic and community development** entities;

(ii) **shall** include an appropriate representative from the **State employment service** office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;

(iii) **shall** include an appropriate representative of the programs carried out under title I of the **Rehabilitation** Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;

(iv) may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and

(v) may include representatives of philanthropic organizations serving the local area; and

(E) each local board may include such **other** individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate



MINUTES

ROGUE WORKFORCE PARTNERSHIP • CORPORATE DIRECTORS

May 17, 2018 ♦ 100 E. Main St., Suite A - Board Room ♦ Medford, OR

MEMBERS PRESENT

Commissioner Rick Dyer
Vice-Chair, Michael Donnelly
Nikki Jones
John Underwood
Paul Macuga (via phone)
Shawn Hogan

MEMBERS ABSENT

Commissioner Dan DeYoung
Jessica Gomez

OTHERS PRESENT

Shalee Hodgson, Initiative Manager, Office of the Governor
Jim Fong, Executive Director, Rogue Workforce Partnership
Sherri Emitte, Chief Finance and Administration Officer, Rogue Workforce Partnership (via phone)
Aurora King, Chief Operating Officer, Rogue Workforce Partnership
Tami Allison, Senior Project Manager, Rogue Workforce Partnership

Quorum Present: Yes

1) Call to Order

The meeting was called to order by Vice-Chair, Mike Donnelly at 3:08p.m.
Introductions were made for the benefit of those joining remotely.

2) Approval of Minutes

COMMISSIONER DYER MOVED TO APPROVE THE MINUTES OF THE APRIL 19, 2018 RWP CORPORATE DIRECTOR'S MEETING. THE MOTION WAS SECONDED BY JOHN UNDERWOOD AND APPROVED UNANIMOUSLY.

3) Policy Approval

Aurora reported that the revision to this policy is in regards to employers utilizing staffing agencies to support recruitment and completing the necessary paperwork for the hiring process. When a staffing agency is the only vehicle for a participant to gain an opportunity with a company, an agreement must be entered by the staffing agency, the business (e.g. OJT

worksite), and the RWP's service provider, WorkSource Rogue Valley. The agreement must require commitment for the individual to be considered for long-term employment, in the event that the training is successful and the OJT is a good match for both the participant and the business. In such instances when the training is unsuccessful or the OJT is not a good match for the participant and the business, reasons must be documented. RWP staff recommends that the Rogue Workforce Partnership Corporate Directors approve the updated policy with language stating that agreements will only be entered with staffing agencies when that process is the participant's only vehicle for a permanent job. Additionally the participant must be considered for long-term employment at the conclusion of their training period. The agreement must be acknowledged by the staffing agency, business, and service provider.

COMMISSIONER DYER MOVED TO APPROVE THE OJT POLICY AS REVISED. THE MOTION WAS SECONDED BY SHAWN HOGAN AND WAS APPROVED UNANIMOUSLY.

4) RWP Strategic Roadmap - Part II

Aurora presented a draft template to provide a tool for the sponsors of the initiatives to use as a snapshot to show progress that is occurring. Six of the eight initiatives will have metrics developed to create tangible goals. The intent is for this template to be used as a livable, fillable form to document the progress being made to report out to our stakeholders.

Mike suggested the inclusion of milestones indicating progress makes a lot of sense if details are laid out and action steps are associated appropriately. The Corporate Directors indicated that they like the concept of a "quick dashboard view."

Jim talked about the work that is being done at the BEP (Business Education Partnership) and not necessarily at the workforce board level and the importance of credit going to the proper person or group for the work that is being done.

The suggestion was made to add key team members/collaborating partners (who owns it) and when it will be accomplished. A second draft will be made available for review.

The Directors inquired as to how these initiative work group meetings will be convened, etc. It was suggested that something be sent out to the workforce board members asking where they are interested in participating and then Tami could schedule meetings. Aurora volunteered to staff the meetings as well. Jim added that we are working on having the sector group's data transportable. Report outs from groups could be given at the quarterly Workforce Board meetings – checking in with members and project managing as needed.

5) State of the Workforce Report

This item was deferred from the last meeting. Today's packet includes samples from other workforce regions. Jim indicated that it is a requirement of local workforce boards to generate a State of the Workforce Report for their region. How do we want to tell our story? Who is our audience? Suggestions included:

- Like the East Cascades report and the categories they list
- Like Educational Needs in the Lane Workforce document
- Give a reference on where more information can be found
- Lane report also gives job categories and breaks out focus areas – gives a feel for the outlook for today and the forecast for the future
- Connects up nicely with the work the BEP is doing
- Use with high school students who come through the Career Highlights tour
- Coordinate with SOREDI
- Needs to address housing
- Make it part of the marketing campaign

It was recommended to mock up something and hand off to Karen Litvin, Ex. Dir. of OWP.

6) Workforce Board Meetings

Jim has been in conversation with Scott Beveridge, ESD and they agreed it would be a good idea to have a joint Workforce Board / Superintendent's / College Presidents meeting a couple of times a year. The group discussed combining the upcoming Superintendent's meeting on June 18th with the Workforce Board meeting on June 21. Some discussion took place regarding the length of the workforce board meetings as well as the frequency. No decision was made; however, it was decided that after the June meeting, a doodle poll will be sent out to try to get better attendance.

7) Other Business

Shalee Hodgson attended the meeting today and talked about the work she is doing around system alignment. Shalee is in Medford this week conducting a Local Board Assessment and collecting information on best practices, etc. She will synthesize her notes and send a report out at a future date. Shalee stated that the innovation she is seeing in our region is really informing conversations at the state level. Shalee indicated that she has been called back to Salem unexpectedly later this afternoon and will return to the area to visit the Grants Pass One-Stop at a future date.

Shalee went on to talk about her work with Future Ready Oregon, an initiative to provide skill and job training to students and adults, helping to close the gap between the skills that Oregon's

workers have and the skills that Oregon’s growing businesses need. There is a huge focus on expanding CTE, as well as giving students and adults’ exposure to career paths, and expanding apprenticeships. Shalee indicated that she would like to meet with Dana Shumate at a future date.

It was noted that we are currently working with BOLI to see if there can be more flexibility on journey worker ratios and how to set up models with virtual supervisors as supervisors are often located in other states. Shalee indicated that she feels we will see things moving more toward the Swiss model. Shalee will send WA state contact information to Jim.

Jim spoke about Traitify – career matching site that can be done on an iPhone in 90 seconds. This is a picture-based assessment with the backend being connected to Holland Code. Jim noted that we have it available now that ResCare has purchased it and could offer it to colleges, etc.

Jim noted a “Save the Date” for the Workforce Board conference in September in Eugene. An invitation will be going out in the very near future.

Budget & Endowment Process Update – Sherri reported that it was a bit challenging to coordinate schedules for the investment advisors. The first two meetings will be held tomorrow and the last one scheduled for next week. After someone is chosen, discussions will take place and policy revisions and recommendations will be brought forward for approval by the Corporate Directors.

Budget – Sherri indicated that she hoped to receive revenue figures in time to bring to the June Board meeting; however, they will need to be brought to the July Corporate Directors meeting. It appears that the delay is due in part to the fact that one of the funding criteria has to do with chronically unemployed areas, and because we don’t have chronic unemployment currently, the state is trying to obtain guidance on how to allocate to the workforce areas.

8) Adjourn

With no further business, the RWP Corporate Directors meeting was adjourned at 4:33 p.m.

Respectfully Submitted,

Tami Allison
Senior Project Manager

Approved
Jessica Gomez, RWP Chair

Date

Southern Oregon Success & Klamath Promise

College & Careers for All Hub

Integrating STEM, CTE, CRLE
and linked to
Regional Sector Strategies

May 2016

Southern Oregon Success & Klamath Promise

Are working together to create a Cross-Regional Hub that integrates:

- **College & Careers for All (CC₄A)**
 - **Career Theme “Majors” & Industry Credentials in High School**
 - **Accelerated Learning** - *Including Dual Credit for College & Industry Credentials*
 - **Project-Based, Contextualized & Experiential Learning**
 - **STEM** - *Science, Technology, Engineering & Mathematics*
 - **CTE** - *Career-Technical Education*
 - **CRLE** - *Career Related Learning Experiences*

Strategically Linking . . .



Businesses
&
Economic Development
& Workforce Priorities /
Sector Strategies

K-20 Education,
Informal Education,
Community Outcomes &
Systems Transformation
CC4A Hub



Strategic Systems Transformation

- A Multi-Year Implementation Effort
 - With targeted outputs, outcomes & milestones along the way
- Requires Us To Work Across A Multitude Of Complex Organizational & Geographic Boundaries
- Requires a Regional Framework
 - “Tight/Loose”
 - “Coop-etition” = Cooperation + Competition

Start with the End in Mind

Deliverables to Businesses

Employees	6 months	12 months	18 months	24 months	Focus / Strategies
Entry Level	Solution 1a Solution 1b	• _____?	• _____?	_____?	<ul style="list-style-type: none">• Work Ethics• First Job Success
Mid-Skills	• _____?	• _____?	• _____?	<ul style="list-style-type: none">• Double RCC-CTE enrollment in Manufacturing & Information Tech• Double # Oregon Tech students from Jackson & Josephine Co.	<ul style="list-style-type: none">• CTE focus• Manufacturing has a Future (Marketing)
High Skills	• _____?	• _____?	• _____?	_____?	<ul style="list-style-type: none">• Recruit / Retain• Trailing Spouse

Academic & Informal Education Success Deliverables

Students	12 months	24 months	36 months	48 months	Focus / Strategies
Universities	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • Double # Oregon Tech students from Jackson & Josephine Co. 	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • Rogue Valley's Industry Focus: <ul style="list-style-type: none"> ▸ Advanced Manufacturing ▸ E-Commerce/IT ▸ Healthcare • Klamath County Industry Focus: _____???? • Dual Credit, STEM, CTE & CRLE
Community Colleges	<ul style="list-style-type: none"> • + 50% RCC-CTE enrollment in Manufacturing & Information Tech • KCC _____???? 	<ul style="list-style-type: none"> • Double RCC-CTE enrollment in Manufacturing & Information Tech • KCC _____???? 	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • _____? 	
High Schools	<ul style="list-style-type: none"> • 3 Teacher Externships / school 	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • 80% Graduation Rate 	<ul style="list-style-type: none"> • _____? 	
Middle Schools	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • _____? 	<ul style="list-style-type: none"> • _____? 	

Combined Efforts Common Goals



College and Career for All Movement

Convener - Scott Beveridge
Southern Oregon ESD

Dual Credit Articulation - Southern Promise
Co-conveners - Daniella Bivens, Rogue Community College
Scott Beveridge, Southern Oregon ESD

Career Related Learning Experiences (CRLE)
Convener - Jim Fong, Rogue Workforce Partnership

Career Technical Education (CTE)
Convener - Brian Robin, Southern Oregon ESD

STEM Hub
Convener - Steve Thorpe, Southern Oregon University

Mutually
Reinforcing
Activities

Youth are transitioning
successfully from high
school to college and/or
careers

A Regional Framework for Strategic Transformation

Businesses

Will partner in . . .

- Industry / Education Councils
- Teacher/Counselor Industry Tours & Externships
- Student Activities in **STEM, CTE, CRLE**
- Sponsorships

Informal Education & Community

- Youth, Parents / Adults
- **STEM, CTE, CRLE** Focus

K-20 CC4A Hub

- Transform Business / Education Partnership
- Convene, Facilitate, Research & Coordinate
 - Coordinate **STEM, CTE, CRLE**

Workforce Boards with Economic Development, Junior Achievement, Chambers of Commerce

K-12 Schools Transformative Enhancement

- Teaching & Learning
 - Project-Based / Contextualized & Experiential Learning
 - Teacher Industry Tours & Externships
 - **STEM, CTE, CRLE** Coordinator
 - Scheduling & Professional Learning Communities
- Secondary Education Experience
 - Career Themes / "Majors" & Industry Credentials
 - Accelerated Learning / **Dual Credit**
 - **STEM, CTE, CRLE** Focus
 - Facilities/Labs Career Focused

Community Colleges

- Transform Link to High Schools
 - **Dual Credit** & Career Pathways
 - **STEM, CTE, CRLE** Focus + Coordinator

Universities

- Transform Link to High Schools
 - **Dual Credit** & Career Majors
 - **STEM, CTE, CRLE** Focus + Coordinator

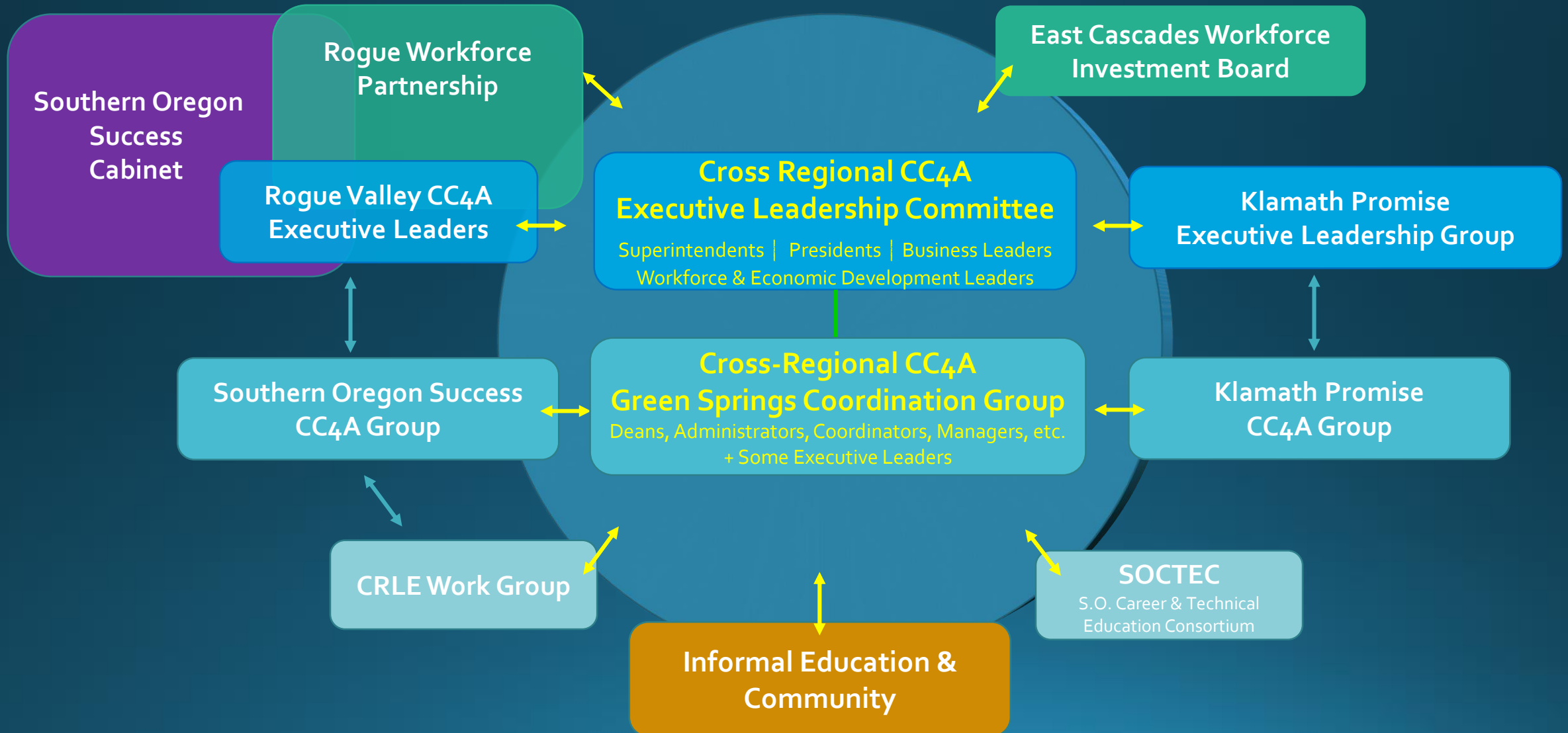
WorkSource Oregon Centers

- Out of School Youth + Adults
- **STEM, CTE, CRLE** Focus
- Worksite-Based Training

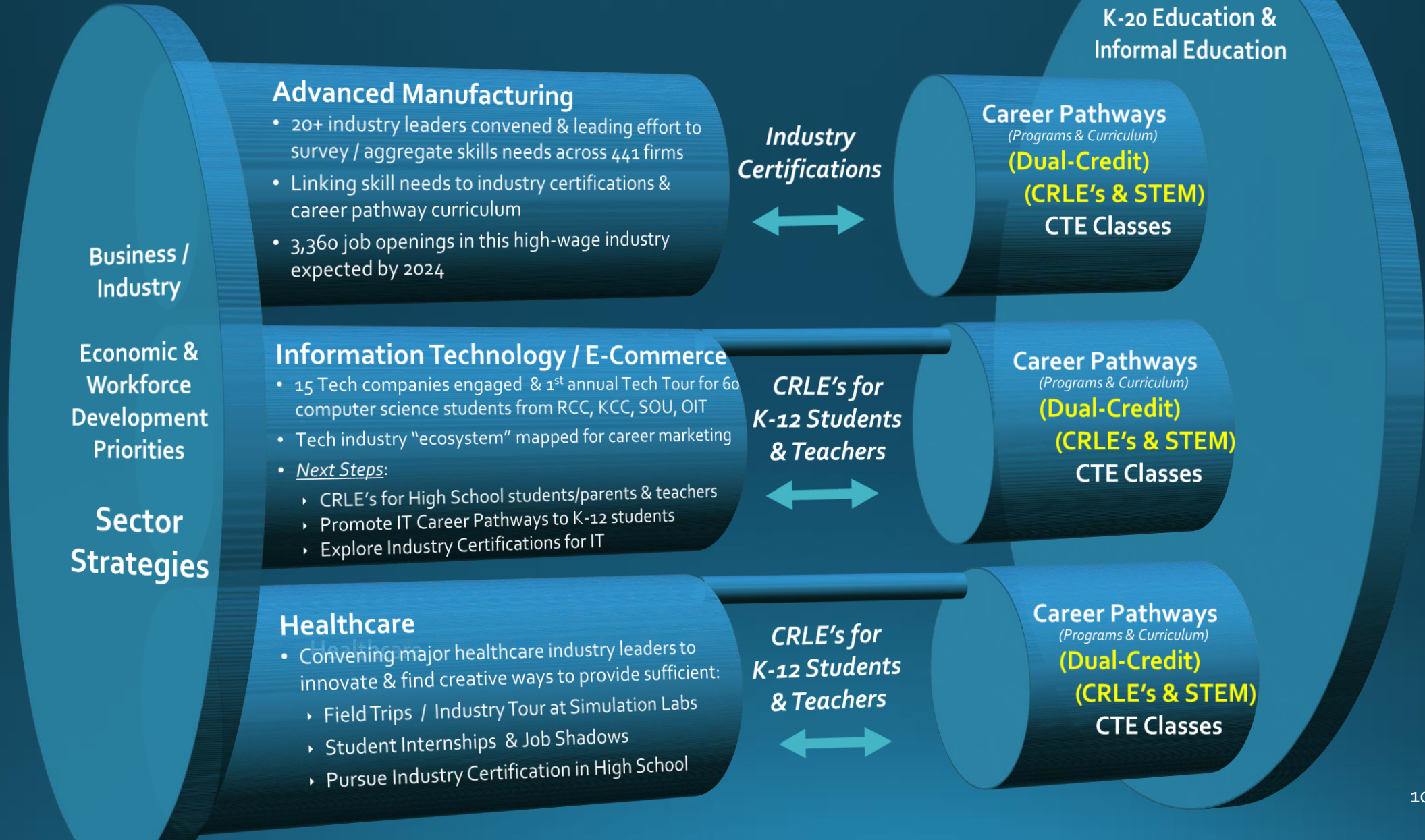
CC4A Hub Governance (Draft)

Organizational Structure / Relationships

STEM | CTE | CRLE



Building the Talent Pipeline



Building the Talent Pipeline

K-20 Education &
Informal Education

Business /
Industry

Economic &
Workforce
Development
Priorities

Sector
Strategies

SORED I Industry Tours

- 70 educators participated in 6 Industry Tours to 24 companies since 2015
- Educators slots underwritten by Blue Cross Blue Shield | Tours continuing in the future

RCC & SORED I - *Industry & Career Pathways Promotion*

- Unified set of posters for every school - links SORED I's EDGE campaign posters (*of the region's successful businesses*) & RCC's Career Pathways posters / promotion effort
- Collaborative "marketing" effort convened & facilitated by Rogue Workforce Partnership

Business / Education Partnership - *A Campaign Strategy*

- 20+ business, education & community leaders creating a messaging campaign to reach students, teacher, counselors, parents, grandparents | Common Agenda & Shared Measures
- Community Identity | Regional Strengths & Attractiveness | Core Industries & Jobs
- Defining "Line of Sight" to Career Pathways and in-demand jobs / occupations
- Igniting passion in students & educators

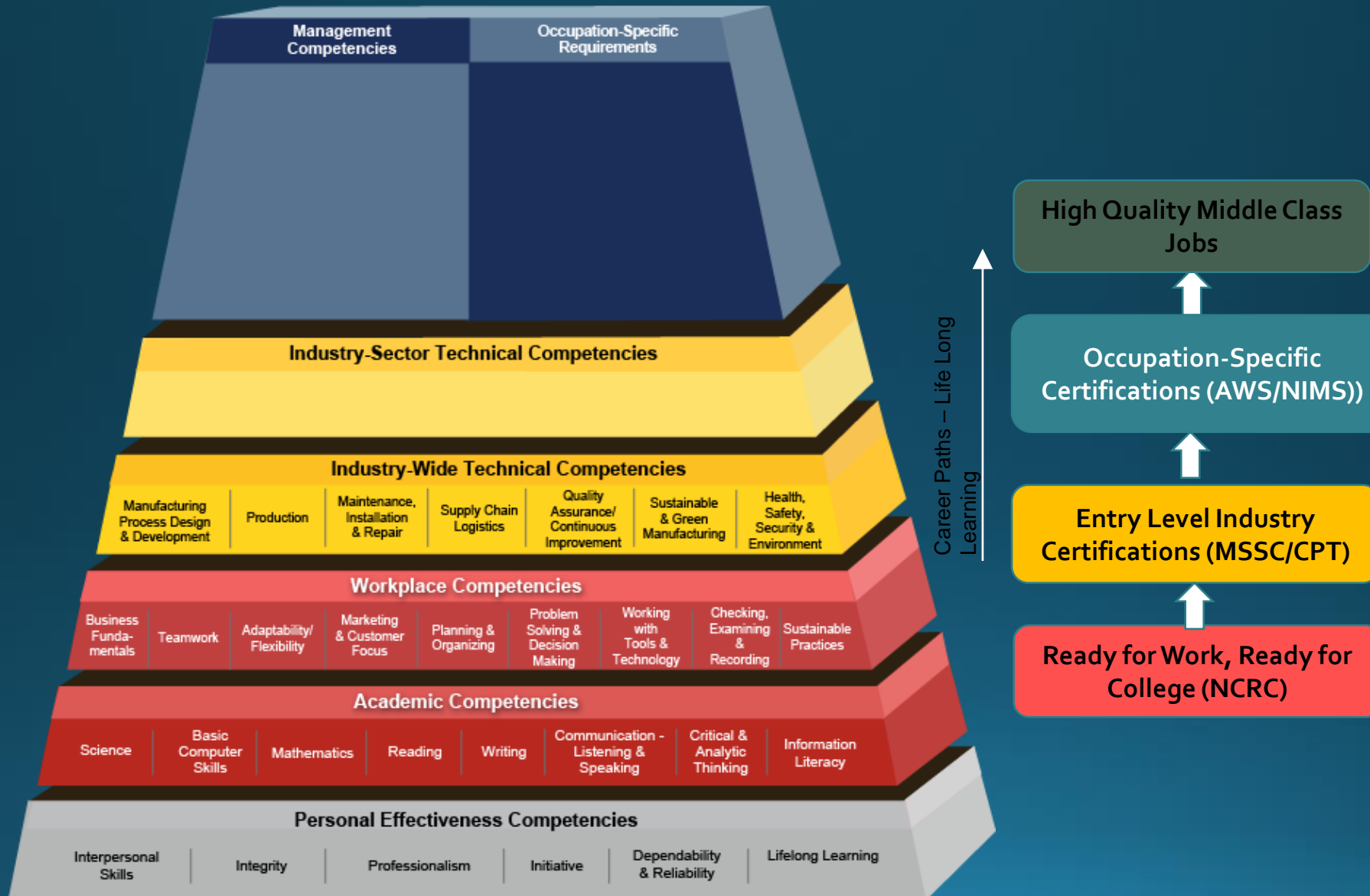
Oregon Connections

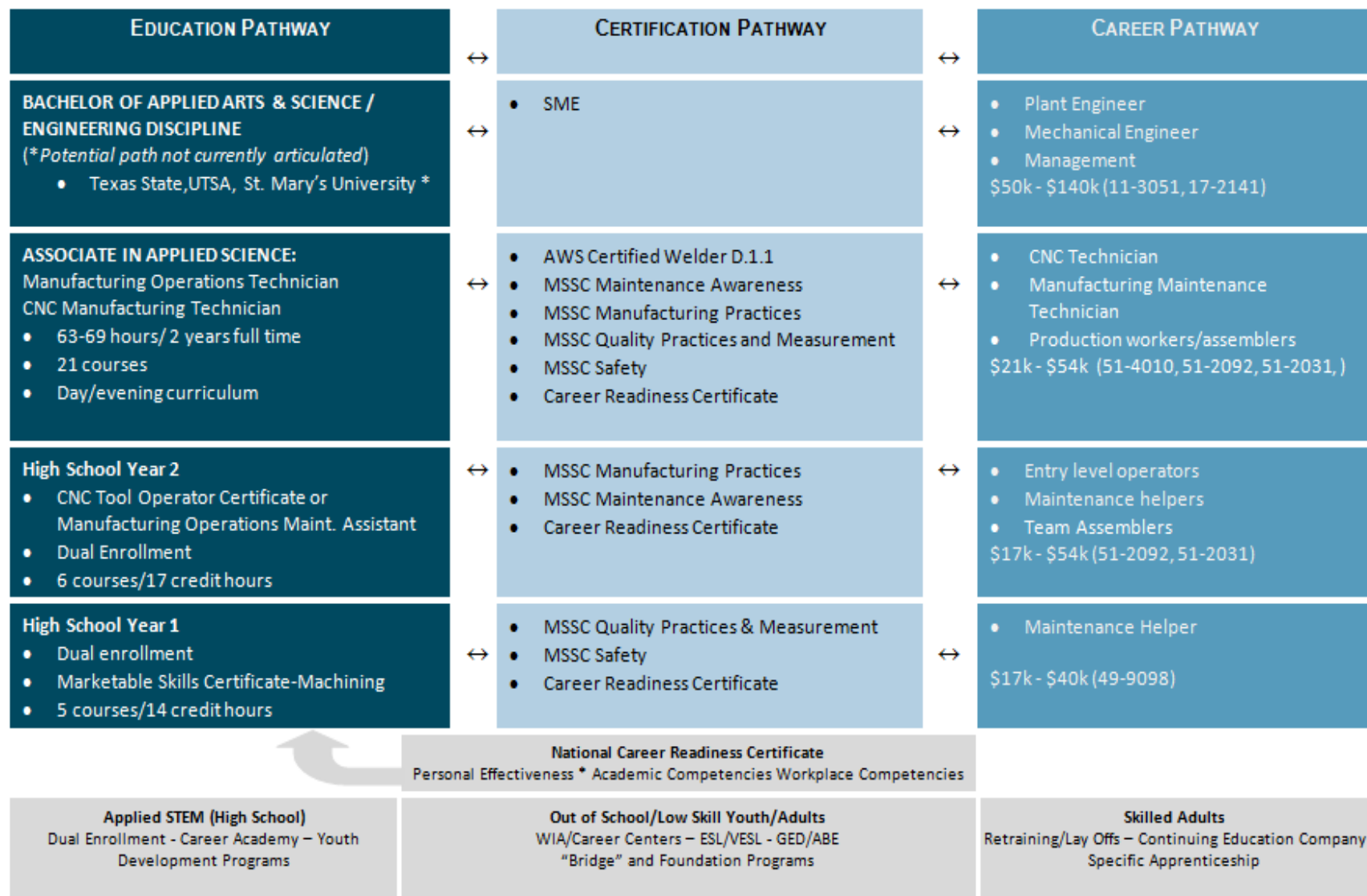
- Developing operational standards and rolling out this on-line tool that helps connect business / industry volunteers with students for applied STEM learning & CRLE's

Grants

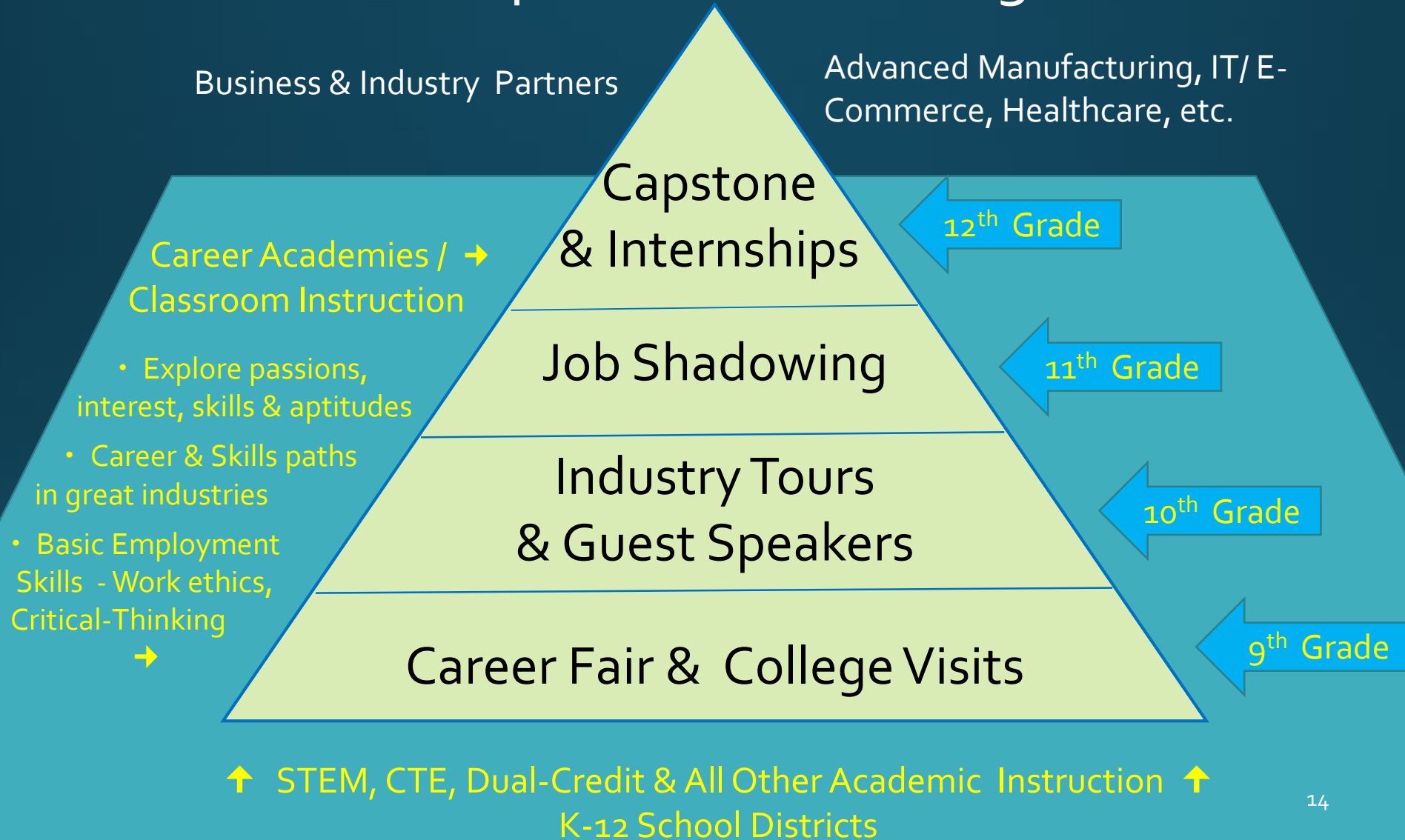
- Math in Real Life Grant – linked math teachers up with key industry leaders
- STEM Implementation Grant – *Externships*
- Chief Science Officer

Advanced Manufacturing Competency Model





CC4A - CRLE, STEM, CTE & Dual-Credit - Experiential Learning Model



There are many small manufacturers in the Rogue Valley

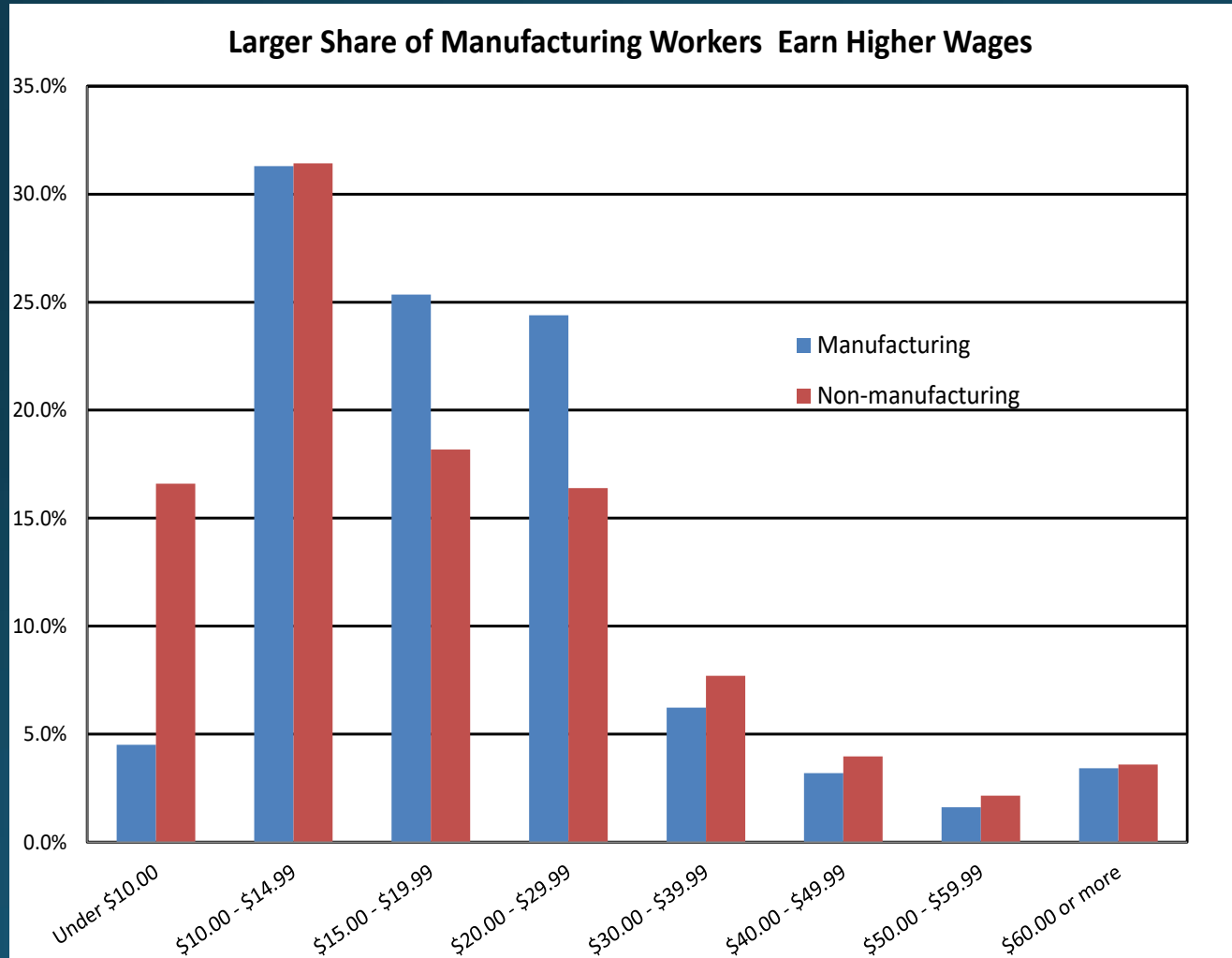
NAICS	# of Firms						TOTAL
	A. 0-4 Employees	B. 5-9 Employees	C. 10-19 Employees	D. 20-49 Employees	E. 50-99 Employees	F. 100+ Employees	
311 - Food Manufacturing	18	11	6	4	3	*	42
312 - Beverage and Tobacco Product Manufacturing	19	12	6	3	*	*	40
314 - Textile Product Mills	8	4	*	*	*	*	12
315 - Apparel Manufacturing	*	*	*	*	*	*	6
316 - Leather and Allied Product Manufacturing	*	*	*	*	*	*	2
321 - Wood Product Manufacturing	5	5	9	6	4	*	29
323 - Printing and Related Support Activities	12	4	4	3	*	*	23
324 - Petroleum and Coal Products Manufacturing	*	*	*	*	*	*	3
325 - Chemical Manufacturing	7	9	*	*	4	*	20
326 - Plastics and Rubber Products Manufacturing	7	4	*	*	*	*	11
327 - Nonmetallic Mineral Product Manufacturing	8	7	*	5	*	*	20
331 - Primary Metal Manufacturing	*	*	*	*	*	*	2
332 - Fabricated Metal Product Manufacturing	27	15	7	10	*	*	59
333 - Machinery Manufacturing	6	7	*	*	4	*	17
334 - Computer and Electronic Product Manufacturing	4	*	4	5	4	*	17
335 - Electrical Equipment, Appliance, and Component Manufacturing	*	*	*	*	*	*	3
336 - Transportation Equipment Manufacturing	9	3	6	8	*	*	26
337 - Furniture and Related Product Manufacturing	18	6	7	3	*	*	34
339 - Miscellaneous Manufacturing	28	9	7	6	*	*	50

*This cell is confidential. Firm count and employment total is combined with the next lowest cell when possible.

Two-thirds of Rogue Valley's manufacturing firms have fewer than 10 employees.

Manufacturing has a larger portion of workers in high-wage jobs.

1st Quarter 2015- Rogue Valley



About 40% manufacturing workers at least \$20.00 per hour, compared with one-third (34%) of workers in non-manufacturing industries. A much lower share of manufacturing workers earn less than \$10 per hour

Manufacturing Employment Projections by Workforce Area							
Workforce Area	2014 Employment	2024 Employment	Change	Percent Change	Growth Openings	Replacement Openings	Total Openings
Portland Metro	79,171	85,169	5,998	7.6%	5,998	17,778	23,776
Mid Valley	25,794	27,971	2,177	8.4%	2,177	5,966	8,143
Clackamas County	17,217	18,772	1,555	9.0%	1,555	3,930	5,485
Lane County	13,013	14,723	1,710	13.1%	1,710	3,000	4,710
East Cascades	10,622	11,755	1,133	10.7%	1,133	2,462	3,595
Rogue Valley	10,085	11,167	1,082	10.7%	1,082	2,276	3,358
Northwest Oregon	8,884	9,064	180	2.0%	180	2,067	2,247
Eastern Oregon	7,944	8,425	481	6.1%	481	1,815	2,296
Southwestern Oregon	6,652	7,388	736	11.1%	736	1,538	2,274

Growth openings are equal to the net job change by region; these openings result from new and expanding businesses.

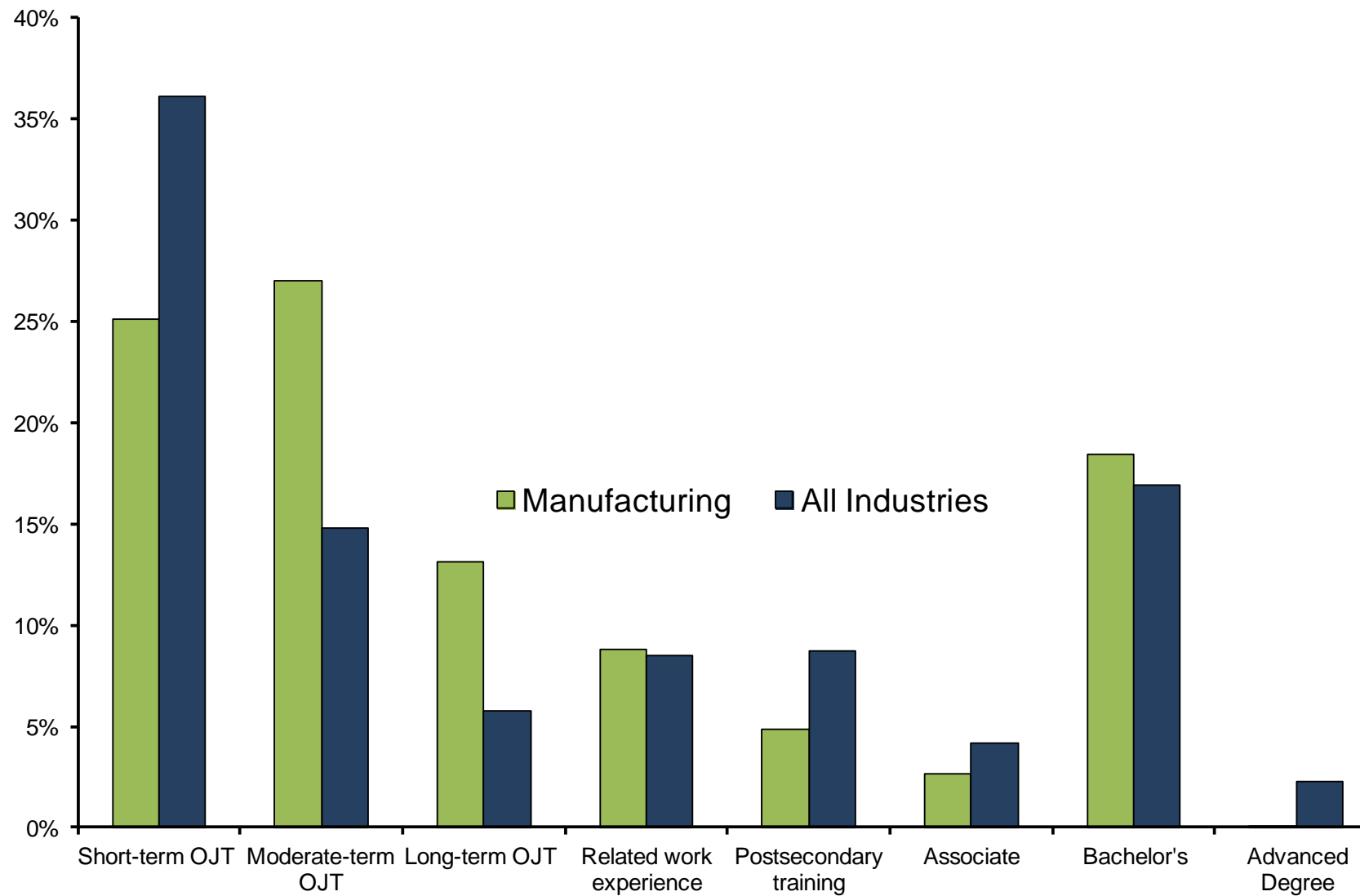
Replacement openings result when existing positions need to be filled due to retirements or workers leaving the industry.

Expect many manufacturing job openings

- Net job gain of 11 percent (+1,080) in manufacturing expected in the Rogue Valley between 2014 and 2024.
- Growth opening are only part of the story. Replacement openings are expected to account for 2,276 of the manufacturing industry's nearly 3,360 total job openings from 2014 to 2024.

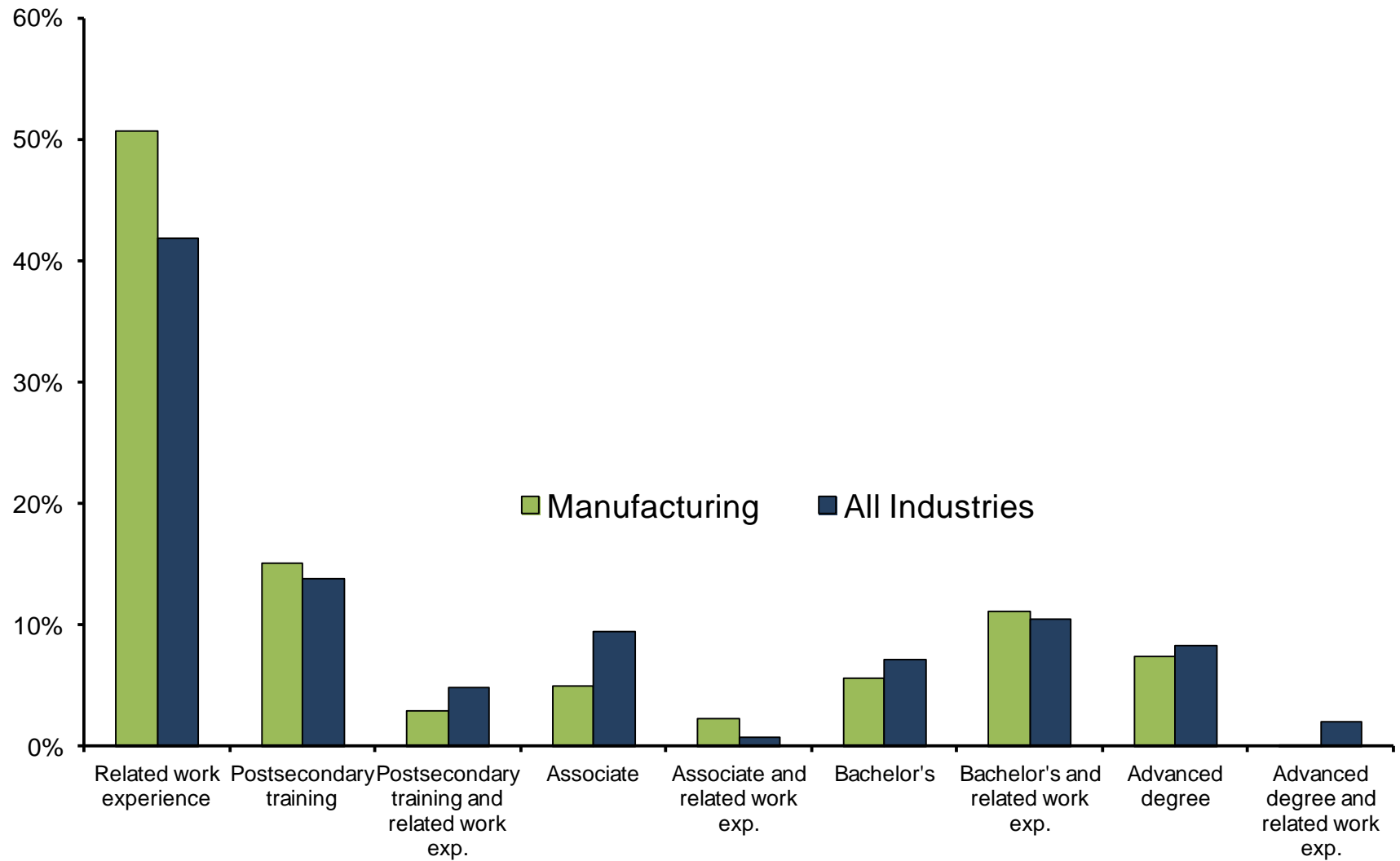
Approximately 68% of the expected job openings between 2014-2024 are replacement openings.

On-the-Job Training and Bachelor's Degrees Most Common Minimum Requirements, 2010



Competitive Edge: Related Work Experience, Postsecondary Training, or Bachelor's *plus* Experience

Competitive Education Requirements in 2010



Rogue Advanced Manufacturing Partnership

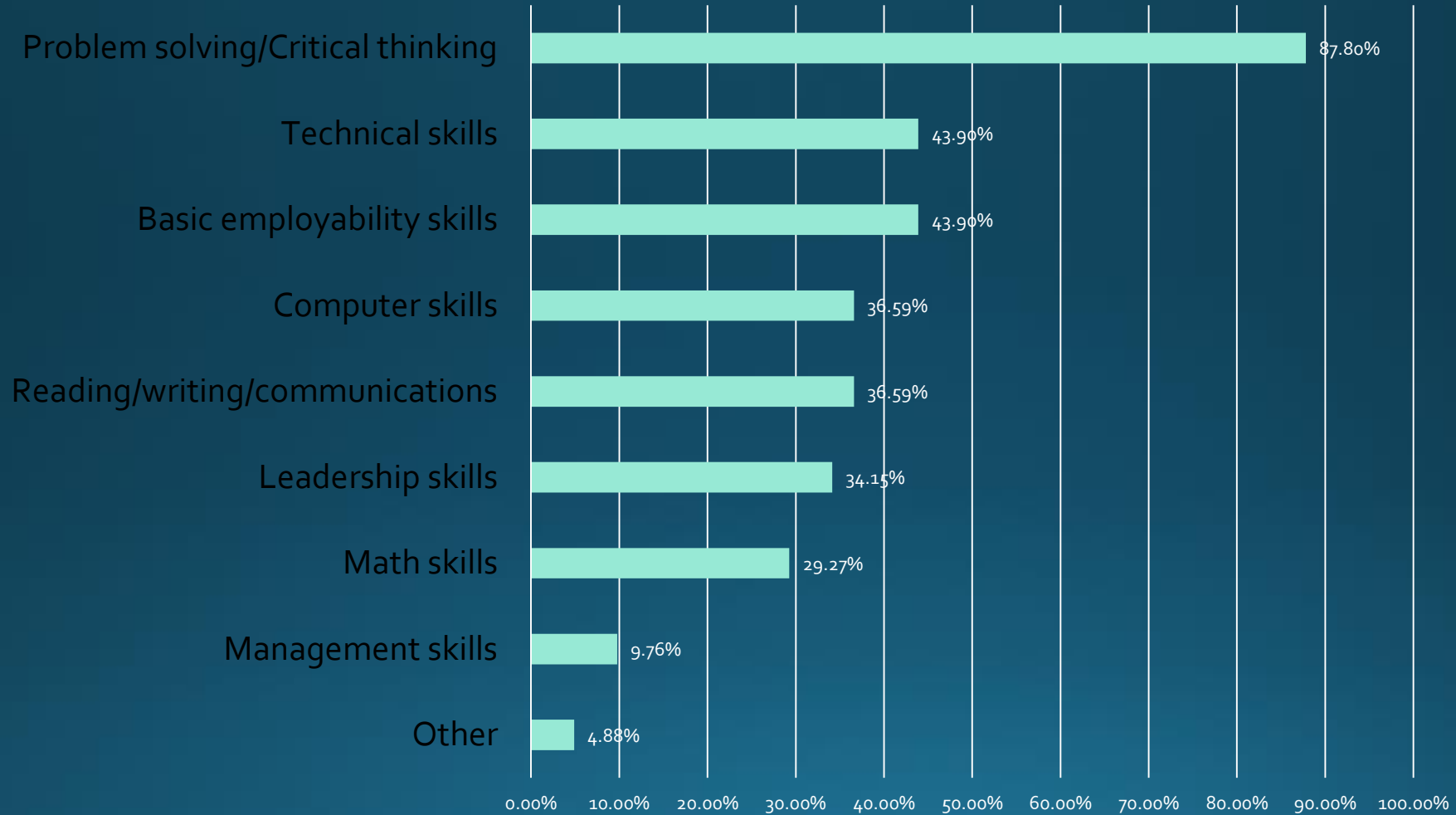
Preliminary Survey Results
Represents 48 Respondents/
43 unique companies

Key Findings
Presented to K-20 Education / Workforce Partners
February 17, 2017

Workforce Issues (Moderate & High Priority)

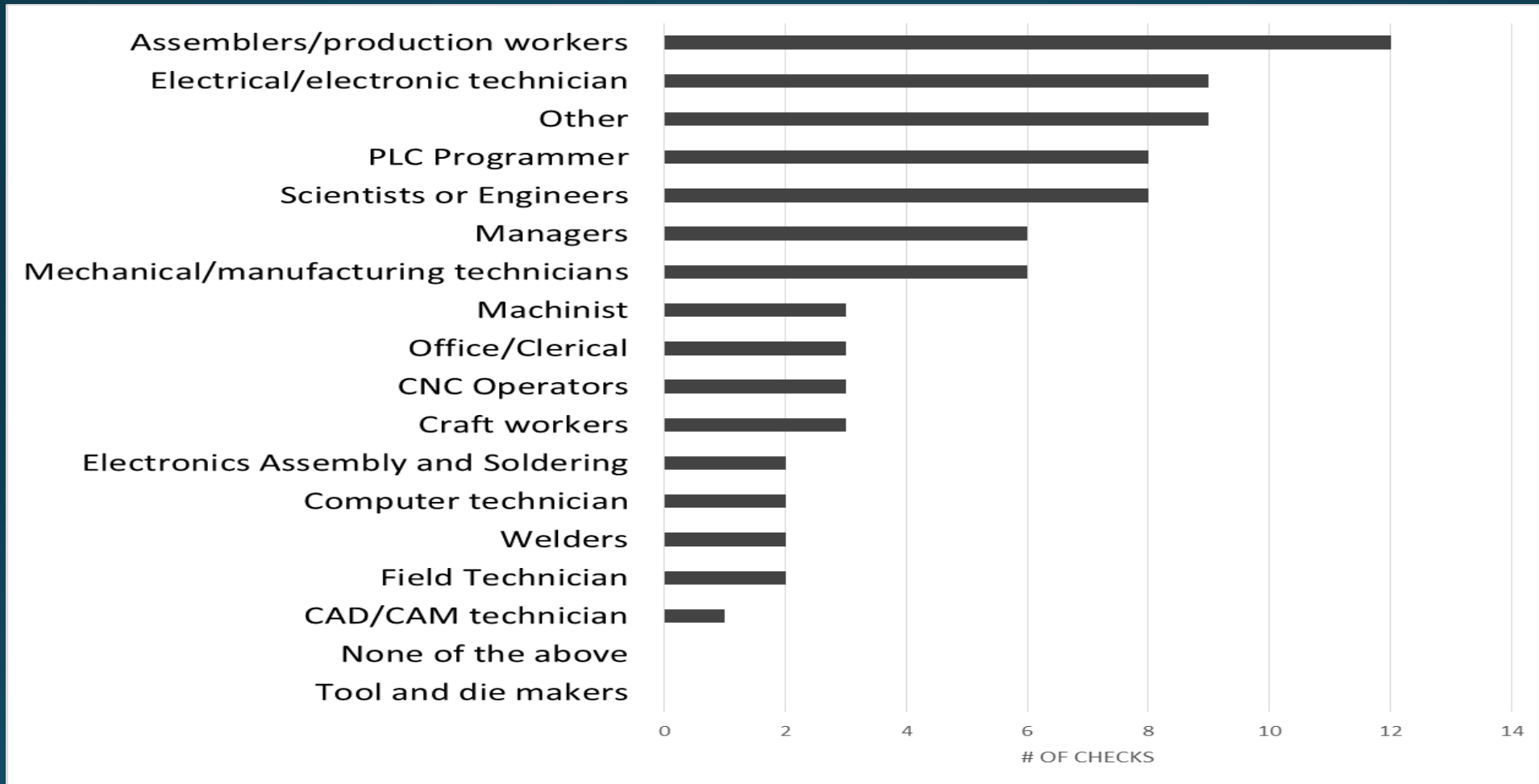
1. Finding qualified applicants: 100%
2. Maintaining a skilled workforce: 100%
3. Work ethic: 100%
4. Lack of work readiness: 98%
5. Motivated employees: 95%
6. Quality of work (workmanship): 93%
7. Quantity of work: 90%
8. Keeping employee skills up-to-date: 88%
9. Image of manufacturing: 70.00%
10. Aging workforce/succession planning: 64%
11. Positive drug test/use: 61%
12. Global competition: 51%

Key Workforce Skills Needed



Total
Respondents:
40

Most Difficult-to-Fill Positions



*Other: Sales/Marketing, Skilled Industrial Sewing, All, Mgmt./Supervisory, Licensed Electricians, Diesel Mechanics, CDL Drivers

Open Positions

1. Assemblers/Production Workers: 513
2. Craft Workers: 168
3. Office/ Clerical: 124
4. Managers: 49
5. Mechanical/ Manufacturing Technicians: 46
6. Electronics Assembly and Soldering: 44
7. Electrical/Electronic Technicians: 30
8. CNC Operators: 29
9. Scientists or Engineers: 27
10. Computer Technical Workers: 26
11. Computer Technician: 26
12. Machinist: 25
13. Welders: 16
14. PLC Programmer: 10
15. Skilled Industrial Sewing: 5
16. CAD/CAM Technician: 4
17. Tool & Die Makers: 4
18. Field Technician: 3
19. Marketing: 1
20. Millwrights: 1

Sample size includes 34
respondents

Side-by-Side Comparison

Certification	Certifications Currently Utilized	Future Value
MSSC- Manufacturing Skills Standards Council Certified Production Technician	5	19
AWS- American Welding Society- Certified Welder	8	13
CSCP- Certified Supply Chain Professional from APICS	2	10
MT1- Manufacturing Technician- Manufacturing Skills Institute	4	9
PMMI Packaging Machinery Manufacturing Institute's Mechatronics	2	9
ISCET- International Society for Certified Electronics Technicians Associate Level	2	9
CSWP- Certified SolidWorks Professional	0	9
APICS- American Production & Inventory Control Society	4	9
NIMS- National Institute for Metalworking Skills- Machining	3	8
CLTD- Certified in Logistics, Transportation & Distribution from APICS	2	8
CSWA- Certified SolidWorks Associate	4	7
CMA- Certified Management Accounting	1	6
CPSM- Certified Professional in Supply Mgmt. from ISM Institute	1	6
CAD/CAE: Computer Aided Design/ Computer Aided Engineering	6	4
AutoDesk Software Certification	1	4

RAMP ROGUE ADVANCED MANUFACTURING PARTNERSHIP



SKILLS
CERTIFICATION
SYSTEM

ACT



NADCA
NORTH AMERICAN DIE-CASTING ASSOCIATION





Manufacturing Skills Standards Council Certified Production Technician

- CPT - Industry recognized certification chosen by manufacturing leaders in Portland Metro & Rogue Valley regions as top priority to rollout in WorkSource Oregon & K-20 Education System
- National industry-led training, assessment and certification system
- Based upon federally-endorsed national standards
- Statewide or regional rollouts in high schools, community colleges & workforce centers in multiple states – Indiana, Alabama, Ohio, Kentucky, etc.
- Focuses on core skills and knowledge needed by production workers
- Offers both entry-level and incumbent workers opportunity to demonstrate skills mastery needed in high-growth, technical jobs of the 21st century
- Certified Production Technician (CPT) credential is awarded to individuals who pass each of four production modules



CERTIFIED PRODUCTION TECHNICIAN

CRITICAL PRODUCTION FUNCTIONS COVERED BY MSSC COURSES AND ASSESSMENTS:

The Manufacturing Skill Standards Council (MSSC) credentialing system leading to a CPT covers the four critical production functions, as defined by MSSC's industry-led, nationally validated skills standards, common to all sectors of manufacturing: Safety, Quality & Continuous Improvement, Manufacturing Processes & Production, and Maintenance Awareness. Each area is addressed with a separate assessment. MSSC training and assessments are organized around those four modules. An individual can earn a "Certificate" if they pass one or more assessments. However, they must pass all four assessments to earn the full "CPT" certification. MSSC strongly recommends that individuals be at the 9th grade level of math and 10th grade level of English before attempting MSSC courses and assessments. The four critical functions and their related key activities are described below:

SAFETY

1. Work in a Safe and Productive Manufacturing Workplace
2. Perform safety and environmental inspections
3. Perform emergency drills and participate in emergency teams
4. Identify unsafe conditions and take corrective action
5. Provide safety orientation for all employees
6. Train personnel to use equipment safely
7. Suggest processes and procedures that support safety of work environment
8. Fulfill safety and health requirements for maintenance, installation, and repair
9. Monitor safe equipment and operator performance
10. Utilize effective, safety-enhancing workplace practices

MANUFACTURING PROCESSES & PRODUCTION

1. Identify customer needs
2. Determine resources available for the production process
3. Set up equipment for the production process
4. Set team production goals
5. Make job assignments
6. Coordinate work flow with team members and other work groups
7. Communicate production and material requirements and product specifications
8. Perform and monitor the process to make the product
9. Document product and process compliance with customer requirements
10. Prepare final product for shipping or distribution

QUALITY PRACTICES & MEASUREMENT

1. Participate in periodic internal quality audit activities
2. Check calibration of gages and other data collection equipment
3. Suggest continuous improvements
4. Inspect materials and product/process at all stages to ensure they meet specifications
5. Document the results of quality tests
6. Communicate quality problems.
7. Take corrective actions to restore or maintain quality
8. Record process outcomes and trends
9. Identify fundamentals of blueprint reading
10. Use common measurement systems and precision measurement tools

MAINTENANCE AWARENESS

1. Perform preventive maintenance and routine repair
2. Monitor indicators to ensure correct operations
3. Perform all housekeeping to maintain production schedule
4. Recognize potential maintenance issues with basic production systems, including knowledge of when to inform maintenance personnel about problems with:
 - Electrical systems
 - Pneumatic systems
 - Hydraulic systems
 - Machine automation systems
 - Lubrication processes
 - Bearings and couplings
 - Belts and chain drives

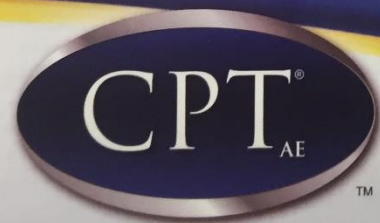
NOTE: MSSC assesses core understanding of the key work activities and core technical knowledge and skills needed in high-performance manufacturing, as defined by MSSC Production Skill Standards. Given online, MSSC Assessments also help measure basic computer, problem-solving and analytical skills and one's ability to apply knowledge to specific situations identified in the assessments. There are no experiential or hands-on requirements for MSSC certification as it is expected that individual employers will determine those requirements based upon their own specific needs. MSSC does not require that individuals take MSSC courses prior to testing.

CERTIFIED PRODUCTION TECHNICIAN

CAREER PATH SUCCESS FOR HIGH SCHOOL STUDENTS!



- **ENGAGE STUDENTS**
- **EARN COLLEGE CREDIT**
- **DEVELOP JOB-READY SKILLS**
- **ACHIEVE NATIONAL CERTIFICATION**



Engage...

Ignite a Passion for Achievement

In today's technology driven society, capturing the attention of high school students can be a daunting task. Active engagement in learning provides students with the necessary skills to competently meet the challenges in today's workplace. Regardless of their career path, high schools must prepare students who can engage in their work, effectively work with others, identify and solve problems, and continue to acquire the necessary skills to succeed in their work roles.

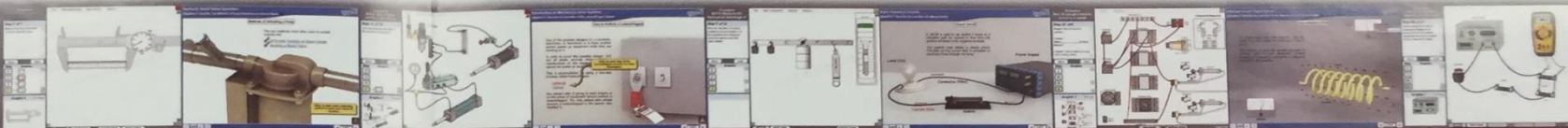
The Certified Production Technician program enables students to build this foundation. The program's interactive multimedia curriculum uses a competency-based instructional design that teaches MSSC's nationally recognized standards. An engaging combination of video, text, audio, 3D animation and interactive activities, the CPT curriculum captures the attention of the student and keeps them engaged through the entire learning process – igniting their passion for achievement.

Earn...

Get a Head Start, Earn College Credit

High school students achieving the CPT certification will have a distinct academic advantage over other college-bound students. Students focusing on engineering, manufacturing, energy, science and a host of other career paths must be able to demonstrate their technical knowledge.

CPT develops strong STEM (Science, Technology, Engineering, Mathematics) skills as a natural part of learning technical skills. Students also learn essential academic skills such as writing, listening, problem solving, decision making and analyzing information. Today, many schools have established college articulation for the program for up to six credit hours.



CERTIFIED PRODUCTION TECHNICIAN PROGRAM

Quality Practices & Measurement

- Multi-view Drawings
- Sectional Drawings & Fasteners
- Geometric Dimensioning & Tolerancing
- Basic & Precision Measurement Tools
- Dimensional Gauging
- Control Charts
- Quality Systems
- Continuous Improvement
- Statistical Process Control

Safety

- Production Teams
- Training & Leadership
- Safety Organization
- Personal Protective Equipment
- Work Area Safety
- Fire & Electrical Safety
- Hazardous Material Safety
- Tool & Machine Safety
- Material Handling Safety

Manufacturing Processes & Production

- Mechanical Principles
- Mechanical Linkages
- Machining Processes
- Machine Tooling
- Machine Operations
- Machine Troubleshooting
- Equipment Procedures
- Production Planning & Workflow
- Production Control

Maintenance Awareness

- Basic Electrical Circuits
- Electrical Measurement
- Electrical Power
- Pneumatic & Hydraulic Power Systems
- Lubrication Concepts
- Bearings & Couplings
- Belt & Chain Drives
- Machine Control Concepts
- Machine Automation

Authentic, Comprehensive, Job-Ready Skills

Develop...

Employer Preferred, Job-Ready Skills

Advanced Manufacturing offers some of the highest paying and most satisfying career opportunities available today. High School students heading towards a career in manufacturing must demonstrate a broad array of critical technical skills. The MSSC CPT Program provides training and credentialing in the foundational areas of **safety, quality, manufacturing processes and maintenance.**

In addition to technical skills, CPT addresses cross-functional skills, such as communication, teamwork, customer awareness and workplace conduct. CPT is the foundation of the NAM-Endorsed Skills Certification System, making it a truly portable credential.

Achieve...

Certification is the Path to Success

Increasingly, manufacturers are looking to national organizations to identify, develop and establish skill standards. These standards offer students the opportunity to demonstrate that they have acquired the necessary skills for the technologically intensive jobs of the 21st century. MSSC's CPT program puts students on the path to success:

- Industry recognizes and prefers the CPT certifications
- Creates portable record of achievement
- Improves prospects for hiring, advancement and benefits
- Demonstrates students are able to keep pace with technological changes

Skill Boss is designed to assess the hands-on skills needed by today's advanced manufacturing production areas including assembly & machine operation. No other system boasts this many technologies in a portable platform.

Assessment Areas	Skill Boss Evaluates over 60 Essential Manufacturing Skills Including:
Safety	Perform pre-start up inspection Demonstrate lockout/tagout procedure Confirm safety interlocks on guard are functional Confirm zero energy state of all power sources Locate and interpret safety data sheet(s)
Quality	Perform measurements using tape measure, caliper, micrometer, & dial indicator Compare measurements to GDT specifications on a print Measure & verify shaft runout falls within specified tolerance
Production Processes	Locate parts & fasteners for assembly operation using a blueprint Assemble parts using Allen wrenches, wrenches, & screwdrivers Use torque wrench to properly tighten a fastener Navigate menus on an HMI Manually operate cylinders Perform an emergency shutdown Reset Alarm and restart machine Measure cycle time
Maintenance Awareness	Adjust pneumatic lubricator's drip rate Adjust pressure regulator's setting Adjust actuator speed using flow control valves Install a pillow block bearing and shaft Install a flexible coupling and shaft Align and tension a belt drive Lubricate a bearing using a grease gun Drain an air filter Connect pneumatic circuit using a schematic Adjust various sensors

PERFORMANCE-BASED ASSESSMENT & HANDS-ON TRAINING



**SKILL BOSS REQUIRED BY
MSSC FOR CPT PLUS
CERTIFICATION ASSESSMENT**



CPT & CPT PLUS: PATHWAYS TO SUCCESSFUL CAREERS

MSSC's full Certified Production Technician (CPT) certification consists of four stackable credentials; Safety, Quality Practices & Measurement, Manufacturing Processes & Production, & Maintenance Awareness. The CPT Plus certification complements the full CPT credential by providing employees with proof that an individual has the comprehensive technical knowledge and hands-on skills needed to be immediately productive.



SKILL BOSS: HANDS-ON TRAINING & ASSESSMENT



"CPT Plus" Certification Assessment

Develop/Evaluate Individuals' Skill Sets

CPT Plus certification provides employers further proof of an individual's skill set by requiring successful demonstration of hands-on skills in electronic, electrical, fluid power, & mechanical systems.

Skill Boss provides the tool you need to teach or evaluate an individual's skills as they install, adjust, & troubleshoot components on this fully functional mechatronics system, applicable to both discrete parts & process manufacturing.

Skill Boss, designed to meet MSSC standards, is a hands-on skill training & assessment system that integrates seamlessly into any manufacturing program and is required for CPT Plus certification.

Performing a real-world sorting & finishing process, Skill Boss automatically feeds parts into the system where they are rejected or accepted to continue the process. If accepted, the parts are buffed with a polishing wheel before a 3-axis robotic pick & place system picks up the part and moves it into "finished goods" based on its material.

Parts Feeder

- Part feeder tube
- Part guide rail
- Electro-pneumatic cylinder
- Photoelectric sensor

Work Surface

- Precision aluminum surface
- Machined handles
- Risers for assembly access

Operator Station

- Human Machine Interface (HMI)
- Variable Frequency Drive (VFD)
- Programmable Logic Controller (PLC)
- Lockout/Tagout device



Robotic Pick & Place System

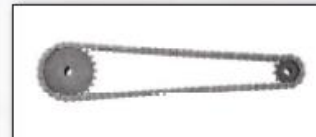
- Magnetic reed sensors
- Pneumatic cylinders
- Vacuum pick-up system
- Rotary actuator
- Limit switches
- Inductive sensor

Electro-Pneumatic System

- Control interface
- Flow control valves
- Electro-pneumatic DCVs
- Pressure regulator/filter combo
- Mist lubricator

Mechanical Drive System

- Electric motor (0.28 kW)
- Multi-shaft drive
- Flexible coupling
- Pillow block bearings
- Bearing lubrication (oil & grease)
- Interchangeable V-belt & Chain drive
- Jack bolt alignment screws
- Polishing wheel



Included Belt & Chain Drive Components

11.00 in



ROGUE WORKFORCE PARTNERSHIP

Growing Skills - Building Careers - Boosting the Economy

DATE: July 13, 2018

TO: Rogue Valley Workforce Consortium and
Rogue Workforce Partnership Corporate Directors

FROM: Sherri Emitte, Chief Finance and Administrative Officer

SUBJECT: PY18 Budget

BACKGROUND

As it's the beginning of the new program year, it's time to present the PY18 budget. Our projected PY18 revenues and expenditures are at \$4,823,865, an increase of \$824,163 from last year. Below are explanations of the various line items in the attached budget document.

DISCUSSION

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

The State and local WIOA formula allocation was almost the same as it was last year, even though it appears on the budget that we have increased quite a bit. As you may recall from our PY17 budget adjustment meeting last Spring, we modify the budget by recognizing revenue and expense on a financial statement basis, which would recognize actual income earned and eliminate the carry-out funds. The PY18 budget includes the carry-forward funds, as well as other supplemental adjustments.

Fortunately, both RWP and ResCare have been frugal with our funds this past year, so we have a good amount of carry-forward into PY18. In addition, Department of Labor allows us to transfer funds between Adult and Dislocated Worker to reflect our client population. The \$659,549 represents such a transfer. Youth funds are made available typical April 1 each year, so the additional \$165,000 shown below represents one quarter of next Spring's allocation.

The revenue summary is shown below:

WIOA Fund	PY18 Allocation	PY17 Carry-Fwd	Supplemental Funds	TOTALS
Adult	\$ 954,219	\$ 515,000	\$ (659,549)	\$ 809,670
Dislocated Worker	\$ 749,871	\$ 317,000	\$ 659,549	\$1,726,420
Youth	\$ 990,625	\$ 126,080	\$ 165,000	\$1,281,705
Total	\$2,694,715	\$ 958,080	\$ 165,000	\$3,817,795

OTHER INCOME

There are various reasons for the net increase of \$173,164 in Other Income:

- We received the Work Experience grant (from the State General Fund) late last year, so we got a late start. The amount budgeted represents the remainder of the 2-year grant.
- The Careers in Gear activity has been budgeted at just about the same levels.
- We do not have the Independent Living grant this year.
- The Competitive Strategies and Industry Engagement grants are also State General Fund grants. The amount budgeted represents the remainder of the 2-year grants.
- The Rethinking Job Search grant was a 3-year grant received in Fall 2015, and will be ending very soon. The amount shown represents the remainder of that grant.
- We budgeted the SOESD grant (for the College and Career for All Program) at the same level as last year. We don't have any solid agreement at this point, so this is more of a placeholder.
- We are once again receiving the Temporary Assistance to Needy Families (TANF) Summer Jobs grant from DHS in an amount of \$84,075. We haven't received the grant document yet, but we know that ResCare has been accruing expenses against it. So the \$70,000 is an estimate of the remaining amount.
- The US Forest Service grant and Miscellaneous Revenue are being budgeted at the same level as the previous year.
- We have budgeted an increase in facilities costs, so the increase in rental income represents the same increase.

EXPENDITURES

Personnel costs are down by \$1,479 compared to the previous year. We have a decrease in salaries since we didn't refill the vacant spot last fall; but our health insurance and other benefits have increased.

Contracted Workforce Services represent amounts to be paid to just our two sub-contractors, ResCare and College Dreams. We have budgeted an overall increase of \$116,082, which is directly attributable to the increase in available WIOA funding.

Both the RWP and One Stop Operating Expenses reflect a minimal increase at 4.6% and 1.8% respectively.

Finally, there is \$682,965 budgeted as funds to be carried forward into the following year. It is always desirable to have some "cushion" from year to year so we're not pushed into a corner by unexpected surprises.

SUMMARY

RWP Staff would request that the Rogue Valley Workforce Consortium, as well as the Rogue Workforce Partnership Corporate Directors, approve the PY18 budget in the amount of \$4,823,865.



DATE: July 12, 2018
TO: RWP Corporate Directors
FROM: Sherri Emitte, Chief Finance and Administrative Officer
SUBJECT: Endowment Fund Investment

BACKGROUND

The Endowment Fund was created in 1994 with \$219,125 received through a State of Oregon grant. Since that time, almost \$470,000 in funds have been granted for the benefit of training scholarships and other special projects. In 2013, with the upheaval in The Job Council's accounting processes, it was necessary to totally liquidate that fund. We are now to a place that it is time to reinvest those funds and re-establish guidelines going forward.

INVESTMENT ADVISOR SEARCH

In late March 2018, we sent out a Request for Information (RFI) to eleven Investment Advisors in the community. We received five responses, and decided to meet with three of those: Cutler Investment Group, Fidelis iM, and SkyOak Wealth Management. The newly-formed Investment Committee of Mike Donnelly and John Underwood, as well as Jim Fong and I, met with representatives from these three companies (although Jim was not able to meet with SkyOak) and reviewed their responses to the RFI, as well as other related issues. All three companies represented themselves well; but we were most impressed by Jennifer Davis of SkyOak Financial.

Jennifer and her partner created their own proprietary investment tool called RAAMPS (see www.raamps.com), which is a highly sophisticated, disciplined four-step process that screens, evaluates and ranks, monitors and trades, and finally, refreshes portfolios. They have proven with this program that they can actively manage their portfolios not only to achieve solid returns, but also mitigate risk.

SkyOak also looks at investing a little differently than other firms as well. Through our discussion with Jennifer, we learned that they don't necessarily look at investing like other firms do, with a "one size fits all" portfolio selection. The market has changed significantly over the past few years, and some previously tried-and-true theories don't necessary apply any more. The fact that SkyOak offers Rogue Valley-based nonprofits a reduced annual fee of 0.7% is the "cherry on top" (the other two firms' fees were at 1%).

The Investment Committee recommends the selection of SkyOak Wealth Management as our Investment Advisor. The Committee members may wish to speak more about our interview with Jennifer, and she will also be attending our meeting, in case you want to find out more from her directly.

INVESTMENT POLICY

As part of my initial discussions with Jennifer, it became obvious that the “Endowment Fund Oversight and Management” document that The Job Council used in previous years (and that the Board has seen) was truly inadequate as an investment policy. An Investment Policy should serve as a comprehensive guideline for not only the Investment Advisor, but the Chief Finance and Administrative Officer (CFAO), the Investment Committee, and the entire Corporate Board of Directors. With that in mind, Jennifer and I worked on developing the attachment Investment Policy Statement.

Because of the importance of this Policy Statement, I would suggest that you read through the entire six pages. But following is a one-page summary of the important points:

- Delegation of Responsibilities. The Investment Committee has overall authority for this policy, and delegates the CFAO as the administrator of the policy. The Directors will maintain oversight authority for the overall investment management process, but all investment decisions will be made by the CFAO.
- Duties of the Investment Committee. They are responsible for selecting the Investment Advisor and authorizing the acquisition and/or disposal of investment vehicles. They also monitor the portfolio, reporting to the Directors on all portfolio matters.
- Role of the Directors. The Directors approve the Investment Policy and the selection of the Investment Advisor.
- Role of the Investment Manager. The Investment Manager may not deviate from this policy without prior written approval from the Investment Committee (SkyOak is an “Advisory Manager” in this section).
- General Investment Principles. This addresses prudent investing and diversification.
- Investment Objectives. Based upon the investment time horizons, this reflects the expected return on investments.
- Volatility of Returns. This indicates that RWP will tolerate from fluctuations in market value, as long as they don’t exceed 5% in any one calendar quarter for investments under five years, or 10% for those over five years.
- Marketability of Assets. This paragraph requires that the majority of our assets be invested in liquid, publicly traded securities, and that any exceptions be approved, in advance, by the Committee.

- Investment Guidelines. This section spells out the allowable and unallowable investment vehicles.
- Safekeeping and Custody. All securities purchased for our portfolio will be held as collateral on deposit of by a third-party safekeeping depository (SkyOak currently uses either Charles Schwab or TD Ameritrade).
- Performance Review and Evaluation. Investment performance will be measured based on total return, and performance reports will be compiled at least quarterly and submitted to the CFAO for review. This paragraph also spells out reasons with which to terminate an Investment Manager. The CFAO will review their performance at least annually and bring this information to the Directors.
- Investment Policy Review. This indicates that the Directors will review the Investment Policy Statement at least annually.

ADDITIONAL INFORMATION

In preparation for selecting the appropriate investment portfolio, Jennifer wanted to find out the Directors' risk tolerance. You'll recall that during the last week of June, I sent you a risk survey called "Riskalyze" and we received results from five Directors (and myself). The average score (on a scale from 1 to 99) was 47, which is at a conservative to moderate level. The results showed that the six-month "Comfort Zone" was -9% to +14%. What this means is that we six, on average, would risk a 9% loss (or about \$40,000 for our portfolio) for the potential to earn a 14% gain (or about \$64,000). This information will be helpful in setting up our initial portfolio.

SUMMARY

RWP Staff would request that the Corporate Directors consider and approve:

- (1) The selection of SkyOak Wealth Management as our Investment Advisor;
- (2) The new Investment Policy Statement; and
- (3) With authorization of the Investment Committee, investing our approximate \$462,000 with SkyOak.



Rogue Workforce Partnership Investment Policy Statement

I. Statement of Purpose

The intent of this Investment Policy Statement is to establish guidelines that will govern the investment activities of Rogue Workforce Partnership ("RWP") and any Bank, Registered Investment Advisor or NASD Registered Representative ("Investment Manager") retained by RWP to manage RWP's assets and/or to provide investment advice regarding assets owned by RWP including segregated accounts within RWP. The policies and guidelines set forth herein are intended to be sufficiently specific to be meaningful, but flexible to permit RWP's Corporate Directors ("Directors") to exercise informed discretion necessary to achieve RWP investment objectives and satisfy the unique requirements

II. Delegation of Responsibilities

The Corporate Director's Investment Committee ("Committee") has overall authority for RWP's investment policy and hereby delegates to the Chief Finance and Administrative Officer ("CFAO") the responsibility for administration of the policy. The Directors will maintain oversight authority for the overall investment management process. The members of the Committee will be no less than two (2) members of the Directors and the CFAO. All investment decisions will be made by the CFAO.

III. Duties of the Investment Committee

The Committee, working within these guidelines, shall have responsibility for:

- a) requesting bids and proposals for Investment Advisor/Firm for segregated accounts held by RWP to manage assets and/or provide investment advice regarding such assets;
- b) executing investment strategies as outlined by Advisor and approved by board;
- c) authorizing the acquisition and/or disposition of investment vehicles;
- d) monitoring the portfolio for compliance with these approved policies and guidelines;
- e) recommending to the Directors changes and revisions to the policies and guidelines; and
- f) reporting to the Directors, via committee meeting minutes, on all material matters relating to the portfolio.

IV. Role of the Directors

The Directors recognize that no policy can anticipate all situations, conditions and opportunities that may arise. And while the Committee is authorized to make and execute decisions within the boundaries of this policy, Director approval (by majority vote) is required for:

- a) approval of overall investment policy (this document);
- b) selection of Investment Advisor/Firm as proposed by Committee;
- c) change in Investment Advisor and/or firm;
- d) substantial change in investment strategy; and
- e) any exceptions to this Investment Policy proposed by the Investment Advisor.

V. Investment Manager(s)

An Investment Manager may not deviate from this policy without prior written approval from the Committee. The Committee may approve prudent deviations from this policy with such actions reported as agenda items at the next regular meeting of the Directors. An Investment Manager shall be characterized either as “Bank” (chosen to establish operating accounts and shorter reserves), an “Advisory Manager” (hired to provide investment advice), or as a “Discretionary Manager” (hired to manage assets on a discretionary basis).

- a) Bank: RWP may have several banking relationships. The accounts opened at banks are for operating expenses, cash reserves, and short- and long-term capital needs
- b) Advisory Manager: Each Investment Manager hired only to provide investment advice shall be referred to as an Advisory Manager. Each Advisory Manager must acknowledge, in writing, its acceptance of responsibility as described in this Article IV. Such written acknowledgment may be made using the form provided in Schedule A. Specific Responsibilities of an Advisory Manager include:
 1. prompt execution of trades in accordance with instructions by the CFAO;
 2. prompt liquidation of assets in accordance with instructions by the CFAO;
 3. investment advice regarding changes to the portfolio based on this Investment Policy Statement and the goals of the investment account;
 4. reporting investment performance results of the investment account to the CFAO on at least a quarterly basis (such report shall include an overall summary of the market during the reporting period including the performance of any relevant benchmark for the account);
 5. providing monthly valuation of the investment portfolio based on the previous month’s closing prices;
 6. communicating any major changes in the economic outlook, investment strategy, or any other factor that may affect implementation of the investment program, or affect the achievement of the investment objectives established by RWP; and
 7. informing the CFAO of any qualitative change in the investment management organization (examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.).
- c) Discretionary Manager: Each Investment Manager hired to provide discretionary management of assets shall be referred to as a Discretionary Manager. Each Discretionary Manager must acknowledge, in writing, acceptance of responsibility as a fiduciary and as further described in this Article IV. Such written acknowledgment may be made using the form provided in Schedule A. Each Discretionary Manager shall have full discretion to make all investment decisions for the assets placed under its jurisdiction, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this Statement. Other specific responsibilities of a Discretionary Manager include:
 1. discretionary investment management, including decisions to buy or sell individual securities and to alter asset allocation within the guidelines and investment objectives established by the CFAO;
 2. monitoring the cash position and, when necessary, liquidating investments in a timely manner to satisfy grant requests, fees and other authorized disbursements;
 3. reporting investment performance results of the investment account to the CFAO on at least a quarterly basis (such report shall include an overall summary of the market

- during the reporting period including the performance of any relevant benchmark for the account);
4. providing monthly valuation of the investment portfolio based on the previous month's closing prices;
 5. communicating any major changes in the economic outlook, investment strategy, or any other factors that may affect implementation of the investment program, or affect the achievement of the investment objectives established by RWP;
 6. informing the CFAO of any qualitative change in the investment management organization (examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.); and
 7. voting proxies on behalf of RWP and communicating such voting records to the CFAO on a timely basis.

VI. General Investment Principles

- a) Investments shall be made solely in the best interest of RWP and consistent with the guidelines and objectives established by the Committee.
- b) The segregated accounts within RWP and the total portfolio shall be invested with care, skill, prudence, and diligence under the prevailing circumstances that a prudent person in a like position would exercise under similar circumstances and in a manner the CFAO reasonably believes to be in the best interest of RWP.
- c) Investment of RWP's assets shall generally be so diversified as to minimize the risk of large losses.
- d) RWP may employ one or more investment managers of varying styles and philosophies to attain the overall investment objectives.
- e) Cash is to be employed productively at all times by investment in short-term cash equivalents to provide safety, liquidity and return.

VII. Investment Objectives

The primary investment objective for segregated accounts within RWP and for the total portfolio shall be to achieve the following, based on investment time horizons for each account/funds and investment objective:

- a) 0-2 years: Fed Funds rate plus .5-2.0
- b) 2-5 years: Fed Funds rate plus 3.5
- c) 5-10 years: Fed Funds rate plus 5.0
- d) More than 10 years: Fed Funds rate plus 7.0

In addition, RWP's assets shall be managed in such a manner that assures funds are available to meet immediate and longer-term needs.

VIII. Volatility of Returns

RWP recognizes that in order to achieve its objectives for RWP assets, the investments will experience volatility of returns and fluctuations in market value. RWP will tolerate some fluctuations in market value as measured against the risk/return analysis of standard market indices as long as those fluctuations do not exceed five percent (5%) in any one calendar-year quarter for an investment horizon of less than 5 years and/or more than ten percent (10%) in any one calendar-year quarter for investment time horizons of 5 years or more. An Investment Manager may propose an alternative and appropriate benchmark to gauge its

investment performance. The benchmark, which may include one or more indices, will be used as a measure of the Investment Manager's performance as well as to measure the allowable volatility (risk).

IX. Marketability of Assets

RWP generally requires that the majority of its assets shall be invested in liquid, publicly traded securities, subject to the exception process described in this Investment Policy Statement. Exceptions must be approved in writing by the Committee, *in advance of the investment*, if the Investment Manager presents an acceptable investment plan. Liquid securities are those that can be transacted quickly and efficiently for RWP absent significant liquidation penalties or fees and with minimal impact on market price.

X. Investment Guidelines

The following pre-set boundaries apply to the investment of RWP's assets:

a) Specifically allowable investments:

1. Cash equivalents

- Interest-bearing checking and savings accounts
- Money market funds
- Commercial paper
- Treasury Bills
- Certificates of deposit, so long as RWP's exposure does not exceed the insurance limits available through the FDIC and/or similar agencies

2. Publicly traded fixed income securities

- U.S. government and agency securities
- Corporate notes and bonds
- Mortgage-backed bonds
- Preferred stock
- Securities of foreign (non-U.S.) entities denominated in U.S. Dollars

3. Publicly traded equity securities

- Common stocks
- Convertible notes and bonds
- Convertible preferred stocks
- American Depository Receipts of non-U.S. companies
- Securities of foreign (non-U.S.) entities denominated in U.S. Dollars

4. Mutual funds 1

- Mutual funds which invest in Real Estate, REITs and/or Commodities
- Mutual funds which invest in securities that are allowed in this

5. Exchange Traded Funds (ETFs)

- ETFs which invest in Real Estate, REITs and/or Commodities
- ETFs which invest in securities that are allowed in this Statement

6. Annuities - With prior written approval of the CFAO, fixed annuities and equity-indexed annuities, which invest in investments that are allowed in this Statement. All annuities must be issued by a commercial insurance company with high financial ratings. The issuing company must be rated in the top two rating levels by any two of the following insurance company rating services: AM Best rating of A+ (2nd highest rating level of 15 categories) or higher; Standard and Poor's rating of AA+ (2nd highest rating level of 20 categories) or higher; Fitch Financial Strength rating of AA

(2nd highest rating level of 24 categories) or higher; Moody's Investors Service "Long-Term Insurance Financial Strength" rating of Aa (2nd highest rating level of 9 categories) or higher.

7. Subject to prior written approval by the CFAO, life insurance contracts, including variable life insurance contracts, which invest in investments that are allowed in this Statement. All life insurance contracts must be issued by a commercial insurance company with high financial ratings listed above under Annuities.

1 Some mutual funds invest in derivative securities, including options and futures, to achieve certain portfolio objectives. The use of options and futures as hedges is not prohibited and will not disqualify the mutual fund investment. However, the use of options and futures by mutual funds must be analyzed to ensure that these securities are not used to speculate, to create leverage and/or result in unacceptable risk.

b) Specifically unallowable investments or investment practices (without prior *written* approval from the Directors):

1. Debt financed investments, including margin purchases;
2. Short-selling;
3. Derivative securities, including options and futures contracts, except inside mutual funds, annuities or life insurance;
4. Restricted stock;
5. Closely-held companies;
6. Leveraged and Inverse ETFs;
7. Real estate;
8. Real Estate Investment Trusts (REITs);
9. Partnerships;
10. Cyber currencies;
11. Debt instruments issued by foreign governments;
12. Loans to individuals or businesses (except specifically allowed fixed income securities as previously defined);
13. Variable annuities;
14. Artwork;
15. Other non-marketable, hard-to-value assets.

Each Investment Manager shall advise the CFAO of any restriction within this Statement that prevents the investment plan from obtaining the objectives and goals set forth herein.

XI. Safekeeping and Custody

All investment securities purchased by each Investment Manager or held as collateral on deposit or investment shall be held in third-party safekeeping at an insured depository. All securities in segregated accounts shall be held in the name of "Rogue Workforce Partnership" and shall be free and clear of any liens. Further, all investment transactions shall be transacted on cash, regular (next day) or skip-day settlement basis. The depository shall issue a safekeeping receipt to RWP listing the specific securities and other pertinent information. The depository will also provide reports that list all securities held for RWP as required by the CFAO. The appropriate officials and representatives of the depository responsible for, or in any manner involved with, the safekeeping and custody process of the RWP's assets shall be bonded in such a fashion as to protect RWP from losses from malfeasance and misfeasance.

XII. Performance Review and Evaluation

Investment performance shall be measured based on total return; that is, the aggregate return from capital appreciation, dividend and interest income. Performance reports generated by each Investment Manager shall be compiled at least quarterly and submitted to the CFAO for review. The investment return on the segregated accounts and the total portfolio will be measured against commonly accepted performance benchmarks and standard market indices. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals and guidelines set forth in this Statement. RWP intends to evaluate the segregated accounts and the total portfolio over at least a three-year period, but reserves the right to terminate an Investment Manager for any reason including the following:

- a) Investment performance which is significantly less than the established benchmark given the discipline employed and the risk parameters established, or unacceptable justification of poor results;
 - b) Failure to adhere to any aspect of this Investment Policy Statement, including communication and reporting requirements; or
 - c) Significant qualitative changes to the investment management organization.
- The CFAO shall review the performance of each Investment Manager at least annually. A written summary of the annual investment review shall be conveyed to RWP's Directors at a regularly scheduled Corporate Directors' Meeting.

XIII. Investment Policy Review

To ensure continued relevance to the guidelines, objectives, financial status and capital market expectations as established in this Statement, the Directors intend to review this Investment Policy Statement at least annually.

Schedule A
ACKNOWLEDGEMENT BY INVESTMENT MANAGER

The undersigned acknowledges receipt of and accepts the terms and conditions of the Investment Policy Statement of Rogue Workforce Partnership.

The undersigned further elects to provide services to Rogue Workshop Partnership as a(n):

- Bank
- Advisory Manager
- Discretionary Manager

Name of Firm: _____

Name of Principal of Firm: _____

Title: _____

Date: _____

Please print this page, sign and return to:

Rogue Workshop Partnership
Attention: Chief Finance and Administrative Officer
100 E. Main Street, Suite A
Medford, Oregon 97501

**ROGUE WORKFORCE PARTNERSHIP
BUDGET FOR YEAR ENDING JUNE 30, 2019**

	AS MODIFIED 2017-18	PROPOSED 2018-19	DIFFERENCE
REVENUES			
WORKFORCE INNOVATION & OPPORTUNITY ACT			
Title 1B Adult	586,440	809,670	223,230
Title 1B Dislocated Worker	1,399,160	1,726,420	327,260
Title 1B Youth	1,214,978	1,281,705	66,727
Rapid Response (Rough & Ready)	5,653	0	(5,653)
Additional Assistance (Pacific Crest Transformers)	5,564	5,000	(564)
WIOA SUBTOTAL	3,211,795	3,822,795	611,000
OTHER INCOME			
Work Experience	100,000	270,956	170,956
Careers in Gear (Donations)	12,130	12,100	(30)
Careers in Gear (Endowment Fund)	7,277	7,506	229
Independent Living	16,510	0	(16,510)
Competitive Strategies	77,124	87,000	9,876
Rethinking Job Search	69,992	69,992	0
Industry Engagement	79,992	79,992	0
SOESD (CC4A)	14,686	14,686	0
TANF Summer Jobs Program	34,057	70,000	35,943
US Forest Service	5,100	5,100	0
Miscellaneous Income	1,450	1,450	0
Rental Income / Cost Reimbursements	369,589	382,288	12,699
OTHER INCOME SUBTOTAL	787,907	1,001,071	213,164
TOTAL REVENUES	3,999,702	4,823,865	824,163
EXPENDITURES			
SERVICES			
Personnel	670,216	668,737	(1,479)
Contracted Workforce Services	2,383,290	2,499,372	116,082
RWP Operating Expense	305,016	319,729	14,713
One Stop Operating Expense	641,180	653,063	11,883
Holdback / Carry Out into following year	0	682,965	682,965
TOTAL EXPENDITURES	3,999,702	4,823,865	824,163