



## **Rogue Valley Workforce Consortium**



**Thursday June 11, 2015 • 1:30-2:30 pm**  
**The Job Council/Rogue Workforce Partnership Boardroom**  
**100 E. Main St., Suite A • Medford, Oregon**

### **Agenda**

- 1. Welcome & Introductions**
- 2. Approve Consortium Bylaws**
- 3. Designation of Chair & Vice-Chair**
- 4. RVWC RWP Designation**
- 5. Appoint Workforce Board Members**
- 6. Approve Partnership Agreement**
- 7. Adopt Code of Conduct**
- 8. Grant Request**
- 9. Adjourn**

**INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY  
AND JOSEPHINE COUNTY ESTABLISHING THE  
ROGUE VALLEY WORKFORCE CONSORTIUM**

WHEREAS, the Workforce Investment Act of 1998 and its successor, the Workforce Innovation and Opportunity Act of 2014, allow local governments to form workforce investment areas; and

WHEREAS, Jackson County and Josephine County have applied for and received local workforce area designation; and

WHEREAS, ORS 190.010 permits units of local governments to enter into agreements for the purpose of any or all functions and activities that such units of government, their officials or agencies have the authority to perform; and

WHEREAS, Jackson County and Josephine County wish to adopt an Intergovernmental Agreement establishing a consortium of elected officials for the purpose of complying with the requirements of the Workforce Innovation and Opportunity Act of 2014.

Now, therefore, Jackson County and Josephine County agree as follows:

- 1. Effective Date:** This Agreement shall take effect on December 1, 2014, or whenever both Jackson and Josephine Counties approve it, whichever occurs last.
- 2. Purpose:** The purpose of this agreement is to establish a consortium of county elected officials for the Rogue Valley workforce area, a local workforce area established pursuant to the Workforce Investment Act of 1998 ("WIA") as amended by the Workforce Innovation and Opportunity Act of 2014 ("WIOA").
- 3. Consortium Composition:** The Rogue Valley Workforce Consortium ("RVWC") shall have a board of two consisting of one County Commissioner representing each county. Each county may also designate an alternate County Commissioner who may act as a RVWC board member and count towards a quorum in the absence of the regular RVWC board member.
- 4. The RVWC Chair:** The RVWC Chair shall alternate, with the Jackson County board member chairing the consortium in even numbered calendar years, and the Josephine County board member chairing the consortium in odd numbered calendar years. The RVWC Chair shall perform chief local elected official responsibilities described in the WIOA, in other applicable Federal and State statutes, rules, policies, procedures, in workforce contracts and grant agreements, in this agreement and in RVWC's bylaws. The other board member shall be the RVWC Vice Chair. The Vice Chair shall perform the Chair's responsibilities when the Chair is absent.
- 5. Consortium Decisions:** Each of the two members of RVWC's board shall have one vote. Decisions shall require the approval of both RVWC board members. Board members may attend meetings in person or electronically as permitted by Oregon laws. RVWC shall adopt bylaws covering meetings and procedures.
- 6. Workforce Board Appointments:** The RVWC board shall authorize Rogue Valley Workforce Board (the "Workforce Board") appointments. The Workforce Board shall meet WIOA requirements and certification requirements established by the Oregon Workforce Investment Board ("OWIB") and the Governor of Oregon. Workforce Board members shall serve staggered three year terms and shall continue



serving until (a) resignation, (b) removal by the RVWC board with or without cause, (c) ceasing to work in and effectively represent the sector they were chosen to represent, or (d) until a successor is chosen by the RVWC, whichever occurs first. RVWC will enter into a partnership agreement with the Workforce Board, which agreement shall designate the duties and responsibilities of the Workforce Board.

**7. The Strategic Workforce Plan and Budget:** RVWC shall review and approve the local workforce area's strategic plan and annual budget, including major modifications thereto.

**8. The Grant Subrecipient and Administrative Agency:** The RVWC shall designate the Rogue Valley workforce area's grant recipient and administrative agency. The RVWC may designate the Workforce Board as the grant recipient and administrative agency pursuant to the partnership agreement.

**9. Oversight:** The RVWC shall receive and review Rogue Valley workforce area monitoring and audit reports and shall carry out all local elected official oversight functions required by any grant agreements and applicable Federal and State statutes, rules and policies.

**10. Code of Conduct:** RVWC shall adopt a Code of Conduct covering all Rogue Valley workforce area activities and expenditures. The partnership agreement with the Workforce Board shall require the Workforce Board and its members, contractors and agents to agree to comply with the Code of Conduct as applicable.

**11. Liability:**

A. RVWC shall ensure that any agreement with the Workforce Board and any agreement with any grant recipient and administrative agency contains an indemnification clause that the Workforce Board and grant recipient and administrative agency, if separate entities, and any of their subcontractors shall hold the RVWC, Jackson County, Josephine County, and their officers, agents, and employees harmless from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the management of and any activities relating to the local workforce area.

B. RVWC shall ensure that any agreement with the Workforce Board and any agreement with the grant recipient and administrative agency contains a clause which requires the Workforce Board or any grant recipient and administrative agency, or one of their subcontractors, to immediately notify RVWC of any claims brought against the Workforce Board or the grant recipient and administrative agency, or any of their subcontractors.

C. If there is any residual liability for RVWC or the two Counties which are parties to this agreement, liability shall be equally allocated between the Counties.

**12. Independent Parties.** Except as otherwise provided in this Agreement, the Parties to this Agreement are independent entities and this Agreement shall not be construed as to create a partnership or joint venture between Jackson County and Josephine County for any purpose except as set forth in this Agreement.

**13. Jurisdiction and Venue.** This Agreement has been made, and shall be construed, in accordance with the laws of the State of Oregon. The parties agree that in the event any action or suit is filed in regard to enforcement of this Agreement, the same shall be filed or brought in the Jackson County Circuit Court.

**14. Counterparts:** This agreement may be executed in one or more counterparts which, when combined, shall constitute the entire RVWC intergovernmental agreement.

**15. Termination:** This agreement shall remain in effect until terminated by either County by giving written notice of intent to terminate on or before December 31<sup>st</sup> of any year. Termination shall be effective

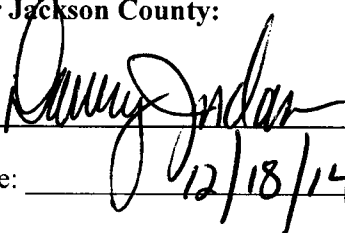
at midnight on the subsequent June 30<sup>th</sup>, the end of the Rogue Valley workforce area's program year. Upon termination of this agreement, RVWC shall pay or make provision for payments of its creditors, including reimbursement to the federal government or other governmental agencies of any amount required to be paid to them. Any remaining assets shall be distributed equally to the Counties.

**16. Entire Agreement:** This Agreement represents the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto with respect to such service and obligations. It is understood and agreed by the parties that neither County nor their agents or employees have made any representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth.

**17. Modification.** Any modifications, changes, deletions or amendments to this Agreement must be in writing and approved by both parties to this agreement.

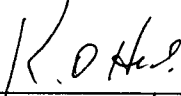
**18. No Third Party Beneficiaries.** The Counties are the only parties to this Agreement and are the only parties entitled to enforce this Agreement. Nothing in this Agreement is intended to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are specifically identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**For Jackson County:**

  
\_\_\_\_\_  
DANNY JORDAN  
County Administrator

Date: 12/18/14

**For Josephine County:**

  
\_\_\_\_\_  
K.O. Heck, chair

Date: 5/13/15



# Rogue Valley Workforce Consortium

## Bylaws

## ARTICLE I: Definitions

The following terms are used in these bylaws:

**“Bylaws”** means this set of Rogue Valley Workforce Consortium bylaws.

**“Chair”** means the Rogue Valley Workforce Consortium’s chairperson.

**“Intergovernmental Agreement”** means the intergovernmental agreement between Jackson County and Josephine County establishing the RVWC.

**“Member”** means a county elected official appointed to the RVWC board by their county.

**“Rogue Valley Workforce Consortium” (RVWC)** is an Intergovernmental Entity (*ORS 190*) and a consortium of county elected officials established by Jackson County and Josephine County to fulfill the functions required under the under the Workforce Innovation and Opportunity Act, and to perform “Chief Local Elected Official” duties.

**“Rogue Workforce Partnership” (RWP)** is a non-profit corporation, governed by a Board of Directors (*Directors*) comprised of: the two RVWC members and selected members from the Workforce Board who represent business or economic development. The Workforce Board is a subcommittee of the RWP, and the RWP Directors (Board of Directors) functions as the Executive Committee of the Workforce Board.

**“Partnership Agreement”** means the agreement between the Rogue Workforce Partnership and the RVWC.

**“WIOA”** means the Workforce Innovation and Opportunity Act of 2014, as amended from time to time.

**“Workforce Board”** means the federal (*WIOA*) and state authorized Workforce Development Board for Jackson and Josephine Counties. It is structured as a subcommittee of the Rogue Workforce Partnership.

## ARTICLE II: Purpose

The RVWC’s purpose is to develop and oversee the Rogue Valley workforce area and to perform local elected official duties listed in WIOA, in State of Oregon laws, policies and procedures, in the Intergovernmental Agreement and in the Partnership Agreement.

## ARTICLE III: Members and Meetings

## **A. RVWC Members**

The RVWC shall consist of two county elected officials, each with one vote, as specified in the “Intergovernmental Agreement between Jackson County and Josephine County Establishing the Rogue Valley Workforce Consortium.” Each of the two Rogue Valley workforce area counties shall designate their RVWC Board member and may also designate an alternate.

## **B. Meetings**

### **1. Regular Meetings**

The RVWC Board shall determine the time and place of its regular meetings in advance and authorizes the Chair to call meetings.

### **2. Annual Meeting**

Unless a different date is set by resolution of the RVWC Board, the annual meeting shall be the first regular meeting on or after July 1 of each year. During the annual meeting, RVWC officers shall be elected.

### **3. Special Meetings**

Special meetings may be held as called by the Chair or by the Vice Chair.

### **4. Minutes**

Minutes of each meeting shall be reviewed and approved at subsequent meetings and copies of all approved minutes shall be maintained at the Rogue Workforce Partnership’s principal office.

### **5. Sunshine Provision**

All RVWC Board meetings shall be conducted in accordance with public meeting laws and these bylaws.

### **6. Participation**

Participation at RVWC meetings shall be limited to its members, with the following exceptions:

- a. Regularly scheduled agenda items that call for reports or participation by non-members;
- b. Comments or reports delivered by Workforce Board representatives or by the Rogue Workforce Partnership Executive Director;
- c. At the discretion of the Chair, comment or other participation by non-members which is material to the matter under consideration; and,
- d. Individuals who are not RVWC Board members and who serve on RVWC committees or work groups.

## **7. Rules**

All meetings shall be held in compliance with Oregon law, grant terms, these bylaws and Roberts' Rules of Order, provided that the use of Roberts' Rules of Order shall be solely for the convenience of the RVWC Board and its committees. Failure to comply with Roberts' Rules of Order shall not affect the validity of any action taken which is otherwise in compliance with these bylaws. In the event of a conflict, the order of precedence shall be Oregon law, grant terms, these bylaws, and Roberts' Rules of Order.

### **C. Meeting Notices and Agendas**

#### **1. Meeting Notices**

Meeting notices shall be given at least three (3) days prior to the date of the meeting unless special conditions make advance notice impracticable, in which case notice and a description of the purpose of the meeting shall be given not less than 24 hours prior to the meeting. Notwithstanding the forgoing, a special meeting can be conducted at any time and without notice if all members are present in person or by electronic means and do not object to the meeting. Notices may be given electronically.

#### **2. Agendas**

Meeting notices shall contain an agenda of the topics scheduled for consideration. The RVWC may consider and act upon matters at a regular meeting (including the annual meeting) which are not included in the notice agenda, but may not act upon any matter during a special meeting unless that matter was described in the special meeting notice or all of the members are present in person or electronically and do not object to the matter being considered.



**D. Quorum**

Two RVWC members shall constitute a quorum. A member is deemed to be present at a meeting for the purpose of determining a quorum even if the member abstains from voting on one or more items on the agenda.

**E. Manner of Acting**

Each RVWC member shall have one vote. Passage of a motion requires a favorable vote by the two RVWC members at a meeting at which a quorum is present. To the extent permitted by Oregon law, members may attend meetings by telephone or through other electronic means.

**ARTICLE IV: Workforce Board Appointments**

**A. County Representation**

The Workforce Board shall be nominated and appointed in accordance with WIOA Section 107 and the Intergovernmental Agreement. Appointments shall be made from a pool of candidates brought forward by the RWP Directors, and nominated, as required, by appropriate entities specified in WIOA. Each County shall have no less than one Workforce Development Board member.

**B. Workforce Board Terms of Office**

The terms of local Workforce Board members are three years from the date of appointment, except that initial appointments shall be staggered.

**C. Resignation and Removal**

Any Workforce Board member may be removed or suspended with or without cause as authorized by the RVWC Board. A Workforce Board member may resign at any time by delivering written notice to the Workforce Board's Chair or to the Rogue Workforce Partnership Executive Director. Unless the notice of resignation specifies a later effective date, the resignation will be effective when received.

**ARTICLE V: RVWC Officers**

#### **A. Required Officers**

The officers of the RVWC shall include a Chair and a Vice Chair. The RVWC may appoint other officers as deemed necessary. A single member may perform the duties of more than one office, with the exception of the duties of Chair and the Vice Chair, which must be performed by separate members.

#### **B. Duties of the Chair**

The Chair shall preside at meetings, shall serve as the RVWC's chief spokesperson and signatory, shall appoint RVWC committee chairs and committee members, and shall perform "chief elected official" duties as specified in WIOA, in the Intergovernmental Agreement and in grant agreements.

In the capacity of "chief elected official" the Chair shall hold non-voting Ex-Officio position on the Workforce Board, and shall serve as liaison to RVWC. The RVWC Chair will also be a voting member of the RWP Directors (Board of Directors).

#### **C. Duties of the Vice Chair**

The Vice Chair shall perform the duties of the Chair in the Chair's absence and shall perform other duties designated by the RVWC. The Vice Chair shall hold non-voting Ex-Officio position on the Workforce Board, and shall also serve as liaison to RVWC. The RVWC Vice Chair will also be a voting member of the RWP Directors (Board of Directors).

#### **D. Election and Term**

The RVWC's officers shall be elected at the annual meeting and shall serve until the conclusion of the officers' election at the subsequent annual meeting.

### **ARTICLE VI: Committees**

The RVWC and its Chair shall have the power to create both standing and ad-hoc committees and work groups. The Chair shall appoint committee members and committee chairs subject to RVWC direction.

### **ARTICLE VII: Code of Conduct**

The RVWC, Workforce Board and RWP Board of Directors shall adopt a Code of Conduct, which shall meet all Federal, Oregon and Consortium requirements.

**ARTICLE VIII: Executive Director**

The Rogue Workforce Partnership Executive Director shall staff the RVWC and the Workforce Board. The Executive Director shall assign other staff to perform RVWC and Workforce Board functions within the confines of budget constraints and direction from the RVWC and the Workforce Board. The Executive Director is an employee of the Rogue Workforce Partnership, works at the direction of the RWP Board of Director’s Chair and shall be annually evaluated by the RWP Board of Directors.

**ARTICLE VIII: Amendment**

**A. Amendment Process**

These bylaws may be amended or repealed by an affirmative vote of the two RVWC members at a regular or special meeting. Notice, which shall specify the changes to be made, shall be delivered to all members no less than seven (7) days prior to the meeting at which bylaw amendment or repeal is to be acted upon. An affirmative vote in favor of bylaws amendment may be delivered in writing within seven (7) days prior to or after the meeting at which bylaws amendments are voted upon.

**ARTICLE IX: Bylaws Enactment**

These RVWC bylaws take effect on the date set forth below.

**APPROVED BY THE RVWC BOARD**

Chair: \_\_\_\_\_ Date: \_\_\_\_\_

Vice Chair: \_\_\_\_\_ Date: \_\_\_\_\_



## ROGUE VALLEY WORKFORCE CONSORTIUM

### ACTION BRIEF

To: Rogue Valley Workforce Consortium  
From: Jim Fong, Rogue Workforce Partnership Executive Director  
Date: June 11, 2015  
Subject: Designation of Grant Recipient and Administrative Entity for the Rogue Valley Workforce Area

#### **Background & Discussion**

Along with the establishment of the Rogue Valley Workforce Consortium (RVWC), the appointment of Rogue Workforce Partnership – Workforce Board members, and the recasting of regional governance and organizational workforce agency capacities, the new federal Workforce Innovation and Opportunity Act of 2014 (WIOA) also requires that the RVWC designate the grant recipient and administrative entity of the workforce area.

The Rogue Workforce Partnership (RWP) is a non-profit organization, created under the auspices of the previous Workforce Investment Act of 1998 (WIA) to fulfill this grant recipient and administrative entity role. Its Board of Directors (RWP Directors) are comprised of the two designated County Commissioners ( 1 from Jackson County and 1 from Josephine County), and 5 to 7 selected members from the larger RWP Workforce Board who are representatives from business or economic development. The current RWP Workforce Board is structured as a subcommittee of the Rogue Workforce Partnership.

To meet the requirements of WIOA, and also provide for continuity and a smooth transition under these new governance rules, the current Workforce Board and the RWP Directors have separately recommended that the majority of the current RWP Workforce Board be reappointed by the RVWC.

#### **Recommended Action**

That the RVWC, based on past performance and demonstrated capacity, designate the Rogue Workforce Partnership as the grant recipient and administrative entity for the Rogue Valley workforce area.



## ROGUE VALLEY WORKFORCE CONSORTIUM

### ACTION BRIEF

To: Rogue Valley Workforce Consortium  
From: Jim Fong, Rogue Workforce Partnership Executive Director  
Date: June 11, 2015  
Subject: Appointments to RWP Workforce Development Board -

#### **Background & Discussion**

At the May 11, 2015 meeting, RWP Workforce Board members directed staff to create an expanded membership configuration that would include executive leaders from the Oregon Department of Human Services and a larger expanded array of K-20 education partners - four K-12 superintendents, Rogue Community College, and Southern Oregon University, as well as a new membership position for Oregon Tech. Including all the required mandatory members, the total membership will be thirty-nine (39).

In order to effectively manage attendance and decision-making, quorum requirements will be set at approximately the same actual number of members as the current level, but a lower percentage of the increased new membership total.

The RWP Board of Directors customarily forwards and recommends to the Chief Local Elected Official a slate of vetted and appropriately nominated individuals for membership on the Rogue Workforce Partnership. At the June 8, 2015 meeting, the RWP Board of Directors voted to recommend to the RVWC that the following action be taken to provide for the continuity and expansion of RWP membership.

#### **Recommended Action**

With WIOA implementation starting July 1<sup>st</sup>, RWP Directors recommend that RVWC take the following action to provide for the continuity and expansion of RWP membership:

- Appoint all listed individuals in the attached table, except for those listed as “no longer required,” as members on a newly reconfigured RWP Workforce Development Board. All current RWP Workforce Investment Board members would have their current terms terminated effective June 30, 2015 and all appropriate current and the new members would be appointed to new staggered three year terms.
- Recruit and vet new members to fill the vacant positions that will be created by the new RWP Workforce Development Board membership configuration. The RWP Board of Directors could consider forming an ad hoc Membership Committee, and/or assign staff to identify and recruit new members.



<b>Business Representatives - Mandatory Majority</b>			<b>Labor Representatives (2) – Mandatory</b> <i>(could add members)</i>		
1	<b>Jessica Gomez*</b> – Founder & CEO & RWP Chair	Rogue Valley Microdevices	<b>Jon Flegel</b>	IBEW Local 659 - <i>International Brotherhood of Electrical Workers</i>	1
2	<b>Gregg Edwards*</b> - Chief People Officer & RWP Vice-Chair	ASANTE Health Systems	<b>Wes Brain</b>	SEIU 503 - <i>Service Employees International Union</i>	2
			<b>Joint Apprenticeship Training Center (1) Mandatory</b> <i>(could add members)</i>		
3	<b>Chris Cahill</b> - Technical Director	Hunter Communications	<b>Lance Corley</b>	Crater Lake Electrical JATC	3
			<b>Community-Based Organizations</b> – who address individual barriers to employment including organizations that serve veterans, individuals with disabilities & eligible out-of-school youth		
4	<b>Michael Donnelly*</b> – Materials & Facilities Manager	Carestream, Inc.	<b>To be determined</b>		4
5	<b>Tanya Haakinson</b> – HR & Safety Manager	Sierra Pine - Medite Division	<b>To be determined</b>		5
6	<b>Fred Holloway</b> - Principal	Holloway Human Resource Management Consulting	<b>To be determined</b>		6
	<b>Nikki Jones*</b> - Owner	Express Employment Professionals	<b>To be determined</b>		7
8	<b>Brent Kell</b> – Executive Director	Valley Immediate Care	<b>To be determined</b>		8
			<b>Education &amp; Training – Title II &amp; Higher Education - Mandatory</b>		
9	<b>Scott Koch</b> – VP/Territory Manager	Sterling Bank	<b>Peter Angstadt</b> - President (Kirk Gibson – VP of Instruction, proxy)	Rogue Community College	9
			<b>Economic / Community Development – Mandatory</b>		
10	<b>Tolga Latif</b> – President & CEO	Linx Technologies, Inc.	<b>Ron Fox*</b> - Executive Director	SOREDI	10
			<b>OED / Wagner-Peyser - Mandatory</b>		
11	<b>Tamara Nordin*</b> - Vice President Human Resources	Pacific Retirement Services	<b>Sherri Stratton</b> –Senior Manager (	Oregon Employment Department	11
			<b>Vocational Rehabilitation – Mandatory</b>		
12	<b>Barbara Perkins</b> – Vice President Human Resources & Risk Management	Lithia Motors	<b>Pete Karpa</b> - District Manager	Office of Vocational Rehabilitation Division	12
			<b>Optional Members</b> <i>(to be added into categories above)</i>		
13	<b>Lyndell Smith*</b> - Director of Human Resources Administration	ASANTE Health Systems	<b>Doug Mares</b> - District Manager	Oregon Department of Human Services	13
14	<b>Norm Kester</b> – CEO	Quantum Innovation	<b>Brian Shumate</b> - Superintendent	Medford School District	14
15	<b>To be determined</b>		<b>John Higgins</b> – Superintendent	Grants Pass School District	15
16	<b>To be determined</b>		<b>Teresa Sayre</b> – Superintendent	Phoenix-Talent School District	16
17	<b>To be determined</b>		<b>Scott Beveridge</b> – Superintendent	Southern Oregon Education Service District	17
18	<b>To be determined</b>		<b>Roy Saigo</b> – President (Sue Walsh – Provost, proxy)	Southern Oregon University	18
19	<b>To be determined</b>		<b>To be determined</b>	Oregon Tech	19
20	<b>To be determined</b>				
<b>Total RWP Membership: 39</b>					

**Mandatory**  
Must be  
20% of  
Board

**Key:**

› Names in **Red** = Individuals/Organizations no longer required members (see next page)

› <b>Mandatory</b> = New WIOA Workforce Board Requirements
› * = Current Members of RWP Board of Directors (Executive Committee)

Individuals/Organizations - No longer required members			
		<b>Susan Channer</b> - Employment & Training Coordinator	Organization of the Forgotten Americans
		<b>Jim Fong</b> * - Executive Director	The Job Council
		<b>Michael Kidwell</b> - Supervisory Vocational Rehabilitation Specialist	U.S. Dept. of Veterans Affairs

**Possible Community Based Organizations that qualify under WIOA Section 107 (2)(B)(iii):**

- Veterans: Easter Seals; Others?
- Disabled: Southern Oregon Goodwill Industries; Options; Jackson County Mental Health; Others?
- Out-of-School Youth: College Dreams, Maslow Project, Others?

**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

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**PARTNERSHIP AGREEMENT BETWEEN THE  
ROGUE WORKFORCE PARTNERSHIP  
AND THE  
ROGUE VALLEY WORKFORCE CONSORTIUM**

**1. PARTIES**

This Agreement is between the Rogue Workforce Partnership (its “RWP Board of Directors” and its subcommittee the “Workforce Board”), and the Rogue Valley Workforce Consortium (RVWC), hereinafter collectively referred to as the “parties.”

**2. WORKFORCE BOARD RESPONSIBILITIES**

The Workforce Board shall:

- A. Develop and approve the Rogue Valley workforce area’s strategic workforce plan for submission to the governor and approve the annual workforce budget, subject to the approval of the RVWC;
- B. Establish standards for and oversee the Rogue Valley’s workforce system, subject to the terms of a Memorandum of Understanding (“MOU”) executed with partner agencies;
- C. Perform other workforce board duties as required by the Workforce Innovation and Opportunity Act of 2014 (“WIOA”), the State of Oregon, Federal and State of Oregon grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;
- D. Adopt bylaws, which shall be consistent with this agreement; and,

**3. RWP DIRECTORS (BOARD OF DIRECTORS) RESPONSIBILITIES**

RWP Directors shall:

- A. Remain a nonprofit Oregon corporation in good standing with Federal tax exempt status;
- B. Serve as the Rogue Valley workforce area’s local grant recipient and administrative entity as so designated by the RVWC;
- C. Hire, evaluate and employ the Rogue Workforce Partnership’s Executive Director;

- D. Ensures appropriate staff support is in place for the Workforce Board, RWP Directors and RVWC;
- E. Oversee the develop of the annual workforce budget for approval by the RVWC, RWP Directors and Workforce Board;
- F. Ensures workforce expenditures are in accordance with the approved workforce budget and direction received from the Workforce Board, RWP Directors and RVWC;
- G. Oversee and adopt, as necessary, policies and procedures and establish administrative systems necessary to ensure accountability and compliance with Federal, State and local laws, rules, grant terms and agreements;
- H. Ensure that the staff informs the Workforce Board and RVWC on a regular basis of progress in achieving strategic goals and objectives, and deliver other reports to the Workforce Board and RVWC as requested;
- I. Ensure the purchase of insurance, to the extent it is available, to reasonably cover risks and liabilities;
- J. Solicit and accept public and private funds;
- K. Maintain strong linkages with local governments and local educational and economic development agencies;
- L. Authorizes the Executive Director to procure and award workforce area contracts, within established guidelines, make purchases and enter into leases as authorized by the budget;
- M. Ensure the establishment and maintenance of a system for accurately tracking customers, services and accomplishments;
- N. Ensure a system is in place to hear and resolve grievances and complaints brought by customers and other interested parties;
- O. Provide for independent comprehensive financial and compliance audits of all funds and accounts as required by grant agreements and by the Comptroller General of the United States. Audit costs shall be Rogue Workforce Partnership's responsibility. Copies of audit and monitoring reports shall be furnished to the Workforce Board, RWP Directors and RVWC;
- P. Appoint RWP Workforce Board business or economic development representatives to serve as members of RWP Board of Directors. These appointments shall include the Workforce Board Chair, Vice Chair and immediate past chair. The Chair and Vice Chair of the RWP Directors shall serve as the Chair and Vice Chair of the Workforce Board.
- Q. Comply with all applicable Federal, State and local laws, rules, policies and procedures. In the event liability for Rogue Valley's workforce expenditures or operations occurs, the following priorities shall apply:

- i. First Priority: Rogue Workforce Partnership shall attempt to recover funds from the contractor, agent for third party causing the liability:
- ii. Second Priority: Rogue Workforce Partnership shall attempt to recover funds from an insurance carrier or bond issuer;
- iii. Third Priority: Rogue Workforce Partnership shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
- iv. Fourth Priority: Rogue Workforce Partnership shall repay the liability utilizing the contingency fund established for this purpose.

#### 4. RVWC RESPONSIBILITIES

RVWC shall:

- A. Appoint Workforce Board members;
  - B. Review and approve the Rogue Valley workforce area's strategic workforce plan for submission to the governor and approve the annual budget, including major modifications thereto;
  - C. Designate the grant recipient and administrative entity of the workforce area; and
  - D. Perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State of Oregon laws, policies and grant agreements and the RVWC intergovernmental agreement.
5. CODE OF CONDUCT: RWP Directors, Workforce Board, and RVWC shall mutually agree upon and adopt a Code of Conduct covering all Rogue Valley workforce area activities and expenditures.
6. DISPUTE RESOLUTION: If a dispute arises between the parties, the Workforce Board and the RVWC shall each select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who may be a hearing officer selected by the Oregon Employment Department. The neutral chair may make a motion and call for a vote if a mutually agreed upon resolution cannot be reached and the neutral chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon the Workforce Board, Rogue Workforce Partnership and RVWC.

#### 7. REBRANDING

The Rogue Workforce Partnership and RVWC may elect to "rebrand" by changing their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement

8. DURATION

This agreement shall take effect when authorized by the Workforce Board, RWP Directors and RVWC. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31<sup>st</sup>. Termination shall be effective at midnight of the following June 30<sup>th</sup>, the end of the workforce program year.

**ROGUE VALLEY PARTNERSHIP AGREEMENT SIGNATURE PAGE**

The parties agree to each of the terms of this Agreement by signing below.

Rogue Workforce Partnership Chair:

\_\_\_\_\_ Date: \_\_\_\_\_  
Jessica Gomez

Rogue Valley Workforce Consortium Chair:

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



CODE OF CONDUCT  
for the  
WORKFORCE DEVELOPMENT BOARD  
and  
ROGUE WORKFORCE PARTNERSHIP (“RWP”)

**1. Purpose**

This Code of Conduct implements and interprets State and Federal requirements governing Workforce Development Boards (Workforce Board) and activities funded by the Workforce Innovation and Opportunity Act (WIOA). It is required by paragraph 9.B of the Consortium Agreement, by Articles VII of the RWP By-Laws and Article \_\_\_ of the Workforce Board By-Laws.

**2. Effective Date**

This policy shall take effect upon adoption by the Workforce Board and RWP.

**3. Definitions**

A. “Rogue Workforce Partnership” (RWP) is a non-profit corporation, governed by a Board of Directors (Directors) comprised of: the two RVWC members and selected members from the Workforce Board who represent business or economic development. The Workforce Board is a subcommittee of the RWP, and the RWP Directors (Board of Directors) functions as the Executive Committee of the Workforce Board.

B. “Workforce Board” means the federal (WIOA) and state authorized Workforce Development Board for Jackson and Josephine Counties. It is structured as a subcommittee of the Rogue Workforce Partnership.

C. The term “official” means any Workforce Board member, or Rogue Workforce

Partnership employee or agent, or any citizen volunteer authorized to act on behalf of the Workforce Board or RWP. The term includes, but is not limited to, all individuals who participate in the making of Workforce Board or RWP policy, procurement, fund obligation, contract management or personnel decisions.

- D. The term “immediate family” means a spouse, parent, in-law, guardian, child, brother, sister, foster child, grandchild, grandparent, or other person to whom the official is not related but who resides in the same household. The relatives listed above need not reside in the same household to be included as immediate family.

#### 4. Trust

Officials shall treat their position as a public trust.

- A. Workforce Board and RWP powers and resources are to be used for the benefit of the public rather than for personal benefit.
  
- B. Officials shall establish and implement policies in good faith, as equitably and economically as possible, regardless of their personal views.
  
- C. Whistle-blowing is appropriate in the event of unlawful or improper actions. Anyone who observes significant unlawful or improper actions by an official is expected to report them. Customarily, the actions are reported to the official's supervisor. If the supervisor appears to be involved in the improper actions, the report can be made to a higher level, to RWP's Executive Director or to the RWP/Workforce Board Chair or the Governing Board Chair.

"Whistle-blowing" differs from "leaking" because leakers act covertly and are essentially unaccountable for the consequences of their actions. It is improper to harass or punish officials who seek accountability through whistle-blowing. Leakers are not similarly protected.

- D. Citizens shall have a fair and equal opportunity to express their views to officials. Often it is impossible for an official to talk personally with every concerned citizen, but obtaining an appointment or a chance to speak at a Workforce Board or RWP meeting should not appear to depend upon friendship or animosity.
  
- E. Officials shall not give the appearance of impropriety. Officials should not accept any personal gift, meal or entertainment valued at \$30.00 or more. The official should consider the decisions he or she may have to make and shall exercise conservative judgment. The key question for an individual official is, "By accepting this



gift/meal/entertainment am I giving preferential treatment to the gift giver, or am I giving the appearance to reasonable people of giving favor to the individual?" If the answer is "yes" to either question, then the official should not even accept a gift below the \$30.00 threshold.

Officials, as representatives of the Workforce Board or RWP or while conducting business on behalf of the Workforce Board or RWP, may accept gifts for the benefit of RWP, and may be guests at meals or entertainment activities. For example, gifts as part of a company grant or giving program should be accepted, and shall become the property of RWP. Gifts for employee awards, volunteers, and community cooperation are allowed. Donations to RWP programs are also allowed.

- F. Officials shall devote RWP resources, including paid time, equipment, computers, supplies, and capital assets, to public benefit. Time paid for by RWP is intended for RWP business. Supervisors should not ask subordinates to perform personal services. Office supplies are for RWP use only.

RWP may adopt procedures allowing for limited personal fax transmissions, photocopies and telephone calls to be made under specified circumstances. This procedure may also permit limited completion of personal tasks on computers.

Officials should not use Workforce Board or RWP letterhead or refer to their public position when requesting personal benefits or resolving personal disputes.

- G. Political activities shall not be engaged in on RWP time or property. No RWP employee shall solicit any money, influence, service or other thing of value or otherwise promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder while on the job during working hours.

This section does not restrict the right of RWP employees to express personal political views, so long as these views do not adversely impact the quality or content of Workforce Board or RWP services or policy making. For example, a staff member should not express a racist sentiment while servicing a customer or otherwise representing the Workforce Board or RWP. Similarly, a RWP employee while on RWP premises or during work hours can express personal political views to co-workers but may not distribute flyers for a political campaign.

The Workforce Board or RWP may take a position on pending State or Federal legislation or rulemaking. Officials may then provide information or otherwise act as directed on that position. Federal and State grant funds may not support lobbying activities.

## **5. Objectivity**

Workforce Board and RWP decisions shall be based on the merits of each issue. Judgment shall be independent and objective.

- A. If an individual official's financial or personal interests will be specifically affected by a decision, the official is to withdraw from participating in the Workforce Board and RWP decision. This prohibition applies to all Workforce Board and RWP meetings, standing Committees, "task group" or "ad hoc work group" meetings, and discussions before or during meetings which involve lobbying for or against a Workforce Board or RWP action or agenda item or which deliberate towards a decision. This includes the personal or financial interests of the official's immediate family and household. Refusal and disqualification involves a statement such as, "My brother-in-law is part owner of the property under discussion. Therefore, I will not be speaking or voting on this lease."

State law distinguishes between actual conflict of interest, which definitely would affect the official, and potential conflict, where the effect is not certain. In the case of a potential conflict, the WIOA official must disclose the conflict but may be permitted

to participate in the decision. A formal or informal opinion should be requested when a potential conflict arises.

The law also makes an exception where the official's financial interests are included with a whole class of citizens. In this case an informational disclosure may be appropriate, such as, "We will be voting on the Medford WorkSource Oregon Center. My sister's family is receiving training from the Center along with the rest of the community."

State law focuses on elected officials and appointees to boards and commissions, but the ethical principle extends to all officials. For example, a RWP program monitor should not monitor an on-the-job-training ("OJT") contract at a business owned by his sister. The relationship should be disclosed and a different, disinterested RWP employee should conduct the monitoring.

- B. Officials shall avoid bias or favoritism, and shall respect cultural differences as part of decision-making and the conduct of Workforce Board and RWP business.
- C. Intervention on behalf of constituents or friends is limited to assuring fairness and clarifying policies or improving service to citizens. Officials should avoid giving citizens any reason to believe they would receive better or different services if they had a personal connection with the official.

## **6. Accountability**

Open government allows citizens to make informed judgments and to hold officials accountable.

- A. Officials shall exercise their authority in open meetings supported by public records subject to the normal and usual exceptions, including but not limited to 1) pending or threatened litigation, 2) personnel decisions, 3) contract negotiations where disclosure of RWP's position may inflate costs or prevent RWP from carrying

out its mission as effectively as possible, and 4) a decision to sanction a Workforce Board member or RWP Director where that member or Director wishes to contest the facts supporting the sanction in a confidential meeting and the Board concurs with the confidentiality request.

- B. Each official is encouraged to improve Workforce Board and RWP systems by identifying problems and proposing improvements. RWP employees who believe a policy or practice is not achieving its stated purpose, is creating unintended harm, or is inefficient, should express such concerns to their supervisor and should suggest possible improvements. RWP managers should share “big picture” information with their subordinates and reward suggestions for improvement.
- C. RWP systems shall be self-monitoring, with procedures in place to ensure appropriate actions. Managers should make sure their practices for purchasing, contracting, and hiring include routines that elicit fair choices and assure protection of RWP assets. Such routines include checklists, separation of duties, bank account reconciliations, and reports to management.
- D. Any official’s immediate family shall not receive preferential treatment in employment or in the receipt of RWP funded services. RWP’s service providers shall adopt and shall comply with nepotism provisions no less restrictive than this paragraph.
- E. No official shall also be a RWP contractor, subcontractor or vendor without full disclosure and authorization from the RWP Board. This section shall not apply to Workforce Board members who 1) are salaried officials for public or nonprofit entities, or who serve on the boards of such entities, and 2) who provide vendor services to RWP clients utilizing the same rates as for the general public. For example, the RWP Board need not approve Community College tuition arrangements merely because a Community College President sits on the Board.

F. The Workforce Board's Executive Committee, who also serve as the Board of Directors for RWP, may not represent, serve on the board of, or work for a public, private for profit or nonprofit RWP contractor or subcontractor. RWP's Directors should be especially careful to disclose and avoid conflict of interest situations.

**7. Leadership**

A. Officials shall obey both the letter and the spirit of all laws and regulations.

B. Leadership shall facilitate, rather than block, open discussion. Officials have an ethical obligation to avoid behavior such as strained interpretation of rules, refusal to return telephone calls to a specific person, or arbitrarily delaying a decision.

C. RWP units and work teams are encouraged to develop Code of Conduct training, and enforcement procedures.

**8. Informal or Formal Opinions**

An informal or formal opinion concerning a given conflict of interest or ethical situation may be requested. Such requests should be directed to RWP's Executive Director or, if the situation involves the Executive Director, to RWP's Board Chair or the Chair of the Rogue Valley Workforce Consortium.

**9. Sanctions**

Officials are subject to sanctioning by vote of the Workforce Board, RWP Board or Governing Board, up to and including dismissal. Individuals and entities may also be barred from doing business with RWP.

RWP employees and contractors are also subject to sanctions under RWP's procurement and personnel policies and contract provisions. To the extent that this Code of Conduct and RWP's procurement and personnel policies or contract provisions overlap or are perceived to conflict, the most restrictive interpretation shall apply.



**ROGUE WORKFORCE  
PARTNERSHIP**

Date: June 11, 2015  
To: Commissioner Rick Dyer  
Commissioner Cherry Walker  
From: Jim Fong, Executive Director  
Subject: Grant Request

The Job Council is winding down toward dissolution as of June 30, 2015 and submitting a plan of liquidation to Jackson and Josephine Counties. As a corollary, the Rogue Workforce Partnership requests the following grant from Jackson County and Josephine County for the following purposes:

1. Continuing support of workforce development programs and services to support job seekers at the WorkSource Oregon One-Stop Centers
  - a. Provide furniture, fixtures, equipment and supplies
  - b. Provide computers, servers, etc.
  - c. Provide vehicles
  - d. Cash for payment for Accounts Payable, audit preparation and fees, and working capital

In addition to this grant request, and as described in The Job Council proposed liquidation plan, for the final activity that must take place after 6/30/15 in order to close out The Job Council, the Rogue Workforce Partnership is prepared to designate Executive Director, Jim Fong and Director of Administration, Sherri Emitte as “Loaned Executives” who will complete the close-out of The Job Council.

**RECOMMENDATION**

It is recommended that Jackson and Josephine Counties submit this grant request for approval by their respective Boards of Commissioners.



**ROGUE WORKFORCE  
PARTNERSHIP**

Date: June 11, 2015  
To: Commissioner Rick Dyer  
Commissioner Cherry Walker  
From: Jim Fong, Executive Director  
Subject: Liquidation Plan

As The Job Council is winding down toward dissolution as of June 30, 2015, we wanted to propose to Jackson and Josephine Counties a plan of liquidation. The plan would include the following:

1. Terminate all Job Council employees (layoff letters were distributed on 5/29/15 with a termination date of 6/30/15)
2. Prepay known accounts payable (and accrue others as they come in)
3. Assign facility and equipment leases to Rogue Workforce Partnership
4. Transfer remaining assets and liabilities to Jackson and Josephine Counties (50% to each) – Approximate current balances are as follows:

	<u>With PERS</u>	<u>Without PERS</u>
Assets:		
Cash	70,000	70,000
Accounts receivable	600,000	600,000
Overfunded TJC PERS account	1,500,000	
Vehicles	30,000	30,000
Furniture, fixtures, equipment, supplies	20,000	20,000
Computers, servers, etc.	<u>20,000</u>	<u>20,000</u>
Total Assets	<u>2,240,000</u>	<u>740,000</u>
Liabilities:		
Due to Endowment Fund	100,000	100,000
Accounts payable	150,000	150,000
Payroll payable	300,000	300,000
PERS transitional liability	<u>4,700,000</u>	<u>          </u>
Total Liabilities	<u>5,200,000</u>	<u>550,000</u>
Assets over Liabilities	<u>(2,960,000)</u>	<u>190,000</u>

The Job Council will also submit a Grant Application to the two Counties, asking for a contribution of the non-PERS assets and liabilities to be used for the continuing support of existing workforce development programs.

As for the final activity that must take place after 6/30/15 in order to close out The Job Council, we are proposing that the Counties designate Jim Fong and Sherri Emitte as “Loaned Executives” that will complete the close-out of The Job Council. These close-out activities include:

1. Pay all accounts payable that come in after 6/30
2. File final federal and state payroll tax reports
3. Prepare preliminary W-2's
4. Prepare final invoices for services rendered through 6/30
5. Close out June and prepare final financial statements
6. Audit preparation, including signing of the Management Representation Letter

#### RECOMMENDATION

It is recommended that Jackson and Josephine Counties submit this liquidation plan for approval by their respective Boards of Commissioners.