





Rogue Valley Workforce Consortium

Tuesday December 6, 2016 • 11:00 am - 12 Noon | 100 E. Main Street, Suite A - Board Room • Medford

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Agenda

1.	Call to Order	Cheryl Walker
2.	Rogue Workforce Partnership Membership - <u>Action Item</u>	Jim Fong
3.	Rogue Valley Workforce Consortium • Building contingency options into RVWC decision-making	Jim
4.	Other Items	Cheryl
5.	Adjourn	Cheryl



ACTION BRIEF

To: Rogue Valley Workforce Consortium

From: Jim Fong, Executive Director

Date: December 6, 2016

Subject: Appointments to Rogue Workforce Partnership - Workforce Development Board

Background & Discussion

Per the Workforce Innovation and Opportunities Act of 2014 [Subpart B], Jackson and Josephine Counties is designated as one of nine regions of the State to function as a Workforce Development Area. "The purpose of identifying regions is to align workforce development activities and resources with larger regional economic development areas and available resources to provide coordinated and efficient services to both job seekers and employers."

WIOA [Subpart C] calls for the region's Local Workforce Development Board to be "appointed by the chief elected official(s) in each local area in accordance with State criteria established under WIOA sec. 107(b)." The Rogue Valley Workforce Consortium (RVWC) was created through an intergovernmental agreement between Jackson and Josephine Counties to perform the functions, role and responsibilities of the chief elected official.

To reappoint expiring positions and fill vacant positions (retroactive to July 1, 2016), the following slate of candidates has been developed for the RVWC's consideration.

	<u>Name</u>	<u>Title</u>	<u>Organization</u>
r	Gregg Edwards	Chief People Officer	ASANTE Health Systems
appointment	Nikki Jones	Owner	Express Employment Professionals
oin	Wes Brain	Labor Representative	SEIU 503
app	Fred Holloway	President	Holloway Human Resource Management Consulting
Re	Scott Koch	VP/Territory Manager	Umpqua Bank
	Shawn Hogan	VP of Engineering	Linx Technologies, Inc.
nts	Catherine Goslin	Director of Human Resources	Rogue Valley Manor
	Kim Oveson	Human Resource Officer	LaClinica
pointme	Lance Corley	Inside Construction Director	Crater Lake Electrical JATC
odd	Cathy Kemper-Pelle	President	Rogue Community College
≥	Colleen Padilla	Executive Director	SOREDI
Se	Kirk Kolb	Superintendent	Grants Pass School District
	Linda Schott	President	Southern Oregon University
	Nagi Naganathan	President	Oregon Institute of Technologyu

- The attached chart displays full membership and status of positions for the RWP Workforce Board
- New members will be assigned to staggered terms as appropriate / needed

Recommended Action

• Appoint the individuals listed above to the Rogue Workforce Partnership.

Business Representatives • Mandatory Majority			Labor Representatives (2) Mandatory (could add members)			
1	Jessica Gomez* • Founder & CEO RWP Chair	Rogue Valley Microdevices	Jon Flegel • Labor Representative	IBEW Local 659 - International Brotherhood of Electrical Workers	1	
2	Gregg Edwards* • Chief People Officer RWP Vice-Chair	ASANTE Health Systems	Wes Brain • Labor Representative	SEIU 503 - Service Employees International Union	2	
			Joint Apprenticeship Training Center (1) • Mana	datory (could add members)		
3	Michael Donnelly* • Materials & Facilities Manager	Carestream, Inc.	Lance Corley • Inside Construction Director	Crater Lake Electrical JATC – Joint Apprenticeship Training Committe		
			Community-Based Organizations - with demonstrated needs of individuals with barriers to employment - serve vetera	d experience & expertise in addressing the emploars, or individuals with <u>disabilities</u>	oyment	
4	Nikki Jones* • Owner	Express Employment Professionals	??? ·	Easter Seals (Veterans) ???	4	
5	Brent Kell • Executive Director	Valley Immediate Care	??? •	Southern Oregon Goodwill Industries (Disabilities)???	5	
			Organizations - with demonstrated experience & expertise needs of <u>eligible youth</u> , including representatives of organization		cation	
6	John Underwood • Human Resources Manager	Timber Products	??? ·	School District (from below)? (or Maslow Project ???)	6	
7	Norm Kester • CEO	Quantum Innovation	??? •	School District (from below)?	7	
8	Adam Cuppy • Co-Founder & COO	Zeal	Tom Drummond • Co-Director	College Dreams ???	8	
		Education & Training – Title II & Higher Education Mandatory				
9	Chad Scott • Director Human Resources	Fire Mountain Gems & Beads	Cathy Kemper-Pelle • President	Rogue Community College	9	
			Economic / Community Development * Manda	tory		
10	Shawn Hogan • VP of Engineering	Linx Technologies, Inc.	Colleen Padilla • Executive Director	SOREDI	10	
			OED / Wagner-Peyser + Mandatory			
11	Catherine Goslin • Director of Human Resources	Rogue Valley Manor	Sherri Stratton • Senior Manager	Oregon Employment Department	11	
			Vocational Rehabilitation • Mandatory			
12	Kim Oveson • Human Resource Officer	LaClinica	Matthew Balkwill • Area Manager	Office of Vocational Rehabilitation Division	12	
			Optional Members			
13	Fred Holloway • President	Holloway Human Resource Management Consulting	Doug Mares • District Manager	Oregon Department of Human Services	13	
14	Scott Koch • VP/Territory Manager	Umpqua Bank	Scott Beveridge • Superintendent	Southern Oregon Education Service District	14	
15	Joe Myers • Vice President	Pacific Electrical Contractors	Brian Shumate • Superintendent	Medford School District	15	
16	???•	??? •	Kirk Kolb • Superintendent	Grants Pass School District	16	
17	???•	??? •	Teresa Sayre • Superintendent	Phoenix-Talent School Distric	t 17	
18	???•	??? •	Linda Schott • President (Sue Walsh – proxy?)	Southern Oregon University	18	
19	???•	???·	Nagi Naganathan• President	Oregon Tech	19	
20						
	Total RWP Workforce Board Membership = 39					

Mandatory
Must be
20% of
Workforce

Board

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 <u>labor organizations</u> (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 <u>community based organizations</u> that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve <u>veterans</u> or that provide or support competitive integrated employment for individuals with <u>disabilities</u>; 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 <u>higher education</u> providing workforce investment activities (including community colleges);

- (iii) may include representatives of <u>local educational agencies</u>, and of <u>community-based organizations</u> 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 <u>transportation</u>, <u>housing</u>, <u>and public assistance</u>; 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

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

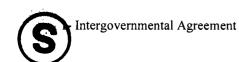
WHEREAS, Jackson County and Josephine County have applied for and received local workforce area designation; and

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 31st of any year. Termination shall be effective

at midnight on the subsequent June 30th, 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 Co	ounty:		D (1) D
Milly	\times $A($	ar-	DANNY JORDAN County Administrator
Date:	(2)	18/14	——————————————————————————————————————

For Josephine County:

O Hel.

Ko. 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

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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: Cheller	Date: <u>6-//-15</u>
Vice Chair: Rule Age	Date: 6 - 11 - 15