

1. *Identify workforce needs for the area; then describe whether or not the present workforce system is meeting those needs. If not, indicate the extent of the gap in services needed but not provided. Such gaps may include, but are not limited to: specific skills needed by employers, language issues, ESL services, drug & alcohol treatment, support services, services to the disabled, education/training needs not provided locally, service to remote areas, space for providing services, etc.*

Utilization of the Strategic Occupational Priority list provides data driven information for career training investment. In addition to the Strategic Occupational Priority List in Region 15, the broader sector engagement work that is occurring with the Columbia Willamette Workforce Collaborative also is providing detailed information about employment demands in health care and manufacturing throughout the Portland Metro area. Gaps exist within the human service delivery system including the ability to pay for support services. The WorkSource staff work diligently and consistently with employers to find ways to bridge the gaps so that employees will be successful. During a time of continued reductions in federal, state and local resources it is difficult to meet all the existing gaps. However, because of the collaborative nature that exists in Region 15, service providers work closely together to pool resources and support job seekers and employers. In order to target services to barriered populations, in addition to the WIA funded providers (IRCO and Community Solutions of Clackamas County), the workforce board works closely with Vocational Rehabilitation, Easter Seals and other partners.

F. STRENGTHS AND IMPROVEMENT OPPORTUNITIES

1. *Describe how the local board will ensure the continuous improvement of services through the system and ensure that providers meet the employment needs of local employers and job seekers/participants.*

Continued and ongoing monitoring of service providers in Region 15 ensures quality services are being provided to job seekers throughout the year. With regular monitoring, if a gap in the service quality exists, it is caught early and can be corrected. To assure the workforce needs of local employers are being met, Region 15 utilizes the Strategic Occupations List which is updated annually utilizing data collected and analyzed by the research department of the Oregon Employment Department. Limiting the investment of WIA to these specific occupations ultimately benefits the job seeker and the employer. When considering the broader Portland Metro area, the sector strategy work being done through the Columbia Willamette Workforce Collaborative provides in-depth data for the sectors being studied. This work is informed through comprehensive surveys, industry skill panels, forums and informal conversations. This, too, informs investment of WIA formula and competitive funding. Industry feedback is shared with the Business and Employment Services team.

G. RESOURCES

1. See attachment B

H. PERFORMANCE OUTCOMES AND NEGOTIATIONS

1. See attachment E
2. See attachments E for future years
3. *What barriers does your L/RWIA have which prevents you from integrated performance?*

The biggest barrier to integrated performance measurements is the lack of consolidated information of the two systems. The Oregon Employment Department and Workforce Investment staff enter information into two different data management systems.

I. BUDGET AND PARTICIPANT PLAN

1. See attachment E
2. See attachment E

J. IDENTIFICATION OF ENTITY RESPONSIBLE FOR DISBURSEMENT OF GRANT FUNDS

Please find the MOA (Attachment 9).

K. DESCRIPTION OF LOCAL INDIVIDUAL TRAINING ACCOUNT (ITA) SYSTEM AND PROCEDURES

1. *Describe the local ITA system including:*
 - a) *How is it determined an individual will receive an ITA.*

Located in a metropolitan area with access to a wide variety of private career schools as well as community colleges and four-year institutions, there is an adequate supply of eligible providers available for participants who qualify for ITAs. Region 15 encourages the use of ITAs as well as OJTs to meet both participant and employer needs in the region.

All participants receiving services will have access to the full array of workforce development services within the WorkSource Oregon service delivery system. Referrals to the Skills Team at WorkSource Clackamas are made after a participant has completed the Welcome Process and are based on a request by the participant. Referrals are also made to the other Adult and Dislocated Worker service providers serving specific barriered populations following the same process.

Section 2: Compliance

After the referral to the WIA Skills Team, the participant attends a Gateway session to explore career interests. Service providers serving barriered populations provide career exploration services in a one-on-one setting with the participant. In all cases, if the participant is interested in continuing in the process, they must first be determined to be eligible for the ITA. This includes establishing that the participant was eligible for and received one or more core and intensive service(s) and was determined to be unable to obtain or retain employment through the core and intensive service(s). Service provider staff further determine through an interview, evaluation, or assessment, that the participant is in need of training services and has the skills and qualifications to successfully complete the selected training program. The chosen training program is evaluated against employment opportunities in high-demand occupations listed on the Strategic Occupations List and the participant's ability to obtain grant assistance from other sources is identified.

b) How an individual who receives an ITA selects a training provider.

ITAs may be issued only for training for occupations on the Strategic Occupations List and approved training programs on the Eligible Training Provider List. During the Gateway session or one-on-one career assessment meetings, participants are asked to propose their employment goal, training plans, and possible training providers. Workforce specialists then help the participant identify the best possible choice based on cost, location, curriculum, and timelines of the training program.

c) How payments from ITAs will be made.

To the extent possible, contractor procedures provide direct payment to the training provider for training costs rather than reimbursement to the participant. ITAs may be used to pay for the costs of a participant's training, including required registration, tuition, fees, books, equipment, disposable supplies, and other required payments.

In order to receive all of the planned ITA payments and any related support payments, participants must maintain satisfactory progress in their training. Satisfactory progress is defined as a level of success in a training program that is generally recognized as acceptable and demonstrating advancement within the program, such as a "C" or a 2.0 grade point average in a traditional academic setting. Satisfactory progress includes meeting all attendance and behavior requirements mandated by the training provider. At mid-term, the service provider staff sends a letter to enrolled participants asking them for a signature from faculty indicating the progress in their coursework. Participants are required to maintain satisfactory progress to continue to receive ITA funding.

d) Whether there are limits imposed on ITAs (e.g., dollar amount and/or duration) by the Local Board.

There is no set time limit for the length of training. The appropriateness of a participant's engagement in any short or long-term training is based on the customer's individual needs and situation.

ITAs may be used to pay for the cost of a participant's training, including required registration, tuition, fees, books, equipment, disposable supplies, and other required payments. Although there is no absolute dollar limit on the training cost, an average cost per customer of less than \$2,500 is desirable.

WICCO Policy WIA – 11 Priority of Service specifies the conditions under which the Board would impose limits on ITAs. (Attachment 8)

e) If limits are imposed on ITAs, how does the local board assure that customer choice in the selection of an eligible training provider is not diminished?

Customer choice in the selection of a training provider is maximized by providing the individual access to a wide array of information on provider costs, benefits, results, and customer satisfaction data. If jobseekers have additional questions about the process, WorkSource staff are available for one-on-one meetings.

2. Describe the procedures for ensuring that exceptions to the use of ITAs are justified, including:

Section 2: Compliance

- a) *A discussion of how customer choice in the selection of an eligible training provider is maximized;*

If a participant chooses a training not supported by the Strategic Occupations List, exceptions can be granted on a case-by-case basis. A strong reason why an exception would be granted is that the training was chosen in direct partnership with an employer who was willing to hire upon completion of the training.

In exceptional circumstances training providers may be approved who are not yet on the ETPL following CCWD policy 589-30.6.

In all cases, justifications for such exceptions are clearly documented in the participant's Individual Employment Plan.

- b) *A discussion of the local board's intent to use contracts for services in lieu of ITAs for the following exceptions: on-the-job training (OJT) or customized training services; when the local board determines there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of ITAs; when the local board determines there is a training services program of demonstrated effectiveness offered in the area by a community-based organization or another private organization to serve special participant populations that face multiple barriers to employment;*

It is the Board's intent to align programs with customer needs. On-the-job training (OJT) contracts are used to allow an employer to hire an individual who would not otherwise qualify for the job and to teach the skills needed to perform the position. The activity is based upon a contractual exchange between the employer and the service provider. The service provider reimburses the employer for a portion of the wage during an agreed-upon training time period in exchange for the provision of training by the employer and a commitment to retain the individual when the training is successfully completed.

Region 15 neighbors a large metropolitan area; it has a sufficient number of providers for the ITA system.

The workforce board endorses the use of current local training services that have a long record of demonstrated effectiveness in serving "special populations"—customers who face multiple and serious barriers to employment. At this time, the Workforce Investment Council has not encountered this circumstance.

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- c) *The process to be used in selecting the providers under a contract for services when the local board determines there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of ITAs. Address whether the process includes a public comment period for interested providers of at least 30 days;*

Not Applicable. It is not likely that there would be an insufficient number of eligible providers in the Metro area. However, if this type of situation were to arise, the competitive bid process definite in policy WICCO-066 Procurement of Goods & Services would be followed. (Attachment 10)

- d) *A brief description of the Local Board criteria to be used in determining “demonstrated effectiveness” for those programs referenced in 2.b (above).*

The Workforce Investment Council staff routinely monitors service provider contracts and contract deliverables. All formula and competitive grant funding including On-the-Job Training and Work Experiences are reviewed regularly to determine the return on investment. Additionally, regular review assures compliance with rules and regulations of the Workforce Investment Act and a detailed list of criteria specified in policies WIA – 17 – On-the-Job-Training, WIA 18 – Customized Training, and WIA – 19 – Work Experience. (See Attachments 11, 12, 13)

L. DESCRIPTION OF COMPETITIVE PROCESS TO AWARD GRANTS AND CONTRACTS

1. *Describe the local area’s competitive process for awarding grants and contracts including WIA IB providers. Include a discussion of the procedures for solicitation, selection and award. Identify the procurement requirements that guide the local area’s actions, whether Federal, State, or local.*

The policy that covers the procurement of both goods and services has been adopted in accordance with CCWD State Policy 589-10.11 and 29 CFR 95.40-48.

WICCO-066 Procurement of Goods and Services policy language is attached (Attachment 10).

CODE OF CONDUCT: All Workforce Investment Council procurements must comply with Board Policy WICCO-001 Code of Conduct (Attachment 14).

M. DESCRIPTION OF LOCAL BOARD COORDINATION OF LOCAL ACTIVITIES WITH STATEWIDE RAPID RESONSE ACTIVITIES

1. *Describe how the local board ensures coordination of rapid response activities with the state dislocated worker unit. Include policies or procedures which describes:*

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- a) *How collaboration between the local board, the State, WorkSource Oregon partners, and other applicable entities will occur;*

The local IB contractor for WIA IB Adult and Dislocated Worker services and the partners of WorkSource Oregon provide local rapid response services to employers and workers. The local rapid response team consists of representatives from Clackamas Community College, the Oregon Employment Department, and others as appropriate to each situation. The team follows the CCWD policy 589-20.10 and CFR 665.310-3.20. The local team communicates on an ongoing and regular basis about regional and state activities and attends quarterly statewide Dislocated Worker Liaison training sessions. The local team receives and shares information with Rapid Response liaisons from the Department of Community Colleges and Workforce Development to:

- Identify potential layoff situations
- Track Worker Adjustment and Retraining Notification (WARN) notices
- Establish communications with companies facing closures or layoffs
- Open communications with management and labor, as appropriate
- Conduct pre-layoff surveys of workers
- Conduct on-site information and referral events
- Support labor/management teams
- Provide on-site job search and out-placement services, in coordination with WorkSource Clackamas
- Provide outreach to workers in post-layoff situations

Region 15 follows an eight step process as outlined below.

Step 1 - Initial Notification of Layoff or Closure

- The local Rapid Response team hears about a notice of layoff or potential layoff from a formal WARN notice, news media, employer, employee or other informal channels.
 - An immediate attempt to contact the employer is made by the Rapid Response Coordinator upon hearing about a layoff to confirm if a layoff is occurring or if it is a rumor (the goal is within 48 hours). This is usually accomplished by a phone call to the company and often followed by a visit. An initial, confidential email is sent to the State Dislocated Worker Unit and all appropriate partners to provide information about the layoff or potential layoff. Follow up information is sent to State Dislocated Worker Unit and partners when appropriate.
- b) *How core services are integrated as part of rapid response assistance, and how delivery on site will be implemented;*

Core services begin when responding during the initial investigation as outlined below.

Step 2 – Investigation

- Contact with the company is made to verify the layoff/closure and gather general information, such as the reason(s) for the layoff(s) or closure; the number of employees involved; union contact information, if applicable and, if there is no union, lead worker information; the expected date of the layoff; and other pertinent information. During this initial contact a brief explanation of pre-layoff services is provided to the company representative and an initial on-site meeting is set up, if possible.
- The Rapid Response Team communicates and determines a strategy for the initial on-site meeting.

Step 3 - Initial On-Site Meeting with Company Representative and Worker Representative

During the initial on-site meeting the Rapid Response Team, employer and employee representatives meet to discuss concerns, initial information session with affected employees, desired services/workshops, potential dates and other possible activities. The handouts and information are reviewed. Determinations are made about other agencies or organizations that will be invited to participate in the Employee Information Session.

Step 4 - Transition Team

A transition team is created. Representatives from the following groups are determined and asked to be part of the transition team.

- Employer representative(s);
- Employee representative(s);
- Local and/or State Liaison(s);
- Union representative (if applicable).

The Transition Team meets periodically during the layoff time frame. They continue to determine, coordinate and set up future workshops and services. Additionally, it is determined if accommodations are available and sufficient to allow the affected employees to complete their iMatchSkills and participate in the Welcome Process on-site. The following tools are used/considered during the meetings, and others are found/determined as needed:

- A. Locally available menu of services;
- B. Compatible software;
- C. Community resources for workers;
- D. Flexibility in times services are offered;
- E. Determine next steps;
- F. Describing one-stop services pre- and post-layoff;

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- G. Employee lists (including names and contact information);
- H. Newsletter;
- I. Packets of information about available DW services;
- J. Peer advisors;
- K. Resource room;
- L. Additional funding;
- M. Training UI Information;
- N. National Emergency Grants (NEGs);
- O. Workers' Compensation;
- P. Refreshments;
- Q. Trade Act petition;
- R. A list of local contacts.

If pre-layoff activities are not feasible/possible, the following steps may be used:

- a. Contact the employer to gain employee contact information in order to distribute:
 - i. Packets
 - ii. Informational Letters
- b. Contact the Employment Department Workforce Promoters – after verification with the employer.

Step 5 - Employee Survey

Prior to or at the Initial Information Session surveys are distributed to affected employees and collected. These surveys are used to compile demographic information and determine employee concerns and interests.

Step 6 - Employee Information session

- Information is provided to the affected workers about the services that are available to them to ease the transition to re-employment.
- Information is provided that will aid the worker in recognizing and overcoming various causes of stress, which are common during dislocation events.

Step 7 - Project Planning

Information gathered from employees, company management, and the union (if applicable) will determine the plan for services to affected workers.

- The transition team and partners develop a plan for pre-layoff services utilizing all information obtained.
- This plan will be emailed to the State Dislocated Worker Unit.

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- The need for additional funding based upon the final plan for services will be developed for the affected workers and submitted to the State when assessed as appropriate with the transition team.

Step 8 - Employer Feedback – Follow up

- Survey employers after services are provided.
- After layoffs, seek a company referral, including contact information.
- Share information obtained with partners.

c) How timely decisions will be made to request additional funding through such resources as National Emergency Grants and additional assistance projects.

The Transition Team determines the potential impact the layoff will have on the local WorkSource Center and WIA funds. The team considers the need for additional funding and decides the appropriate funds to use. The Rapid Response Coordinator, Workforce Team and Workforce Investment Council staff write a grant request if necessary.

N. DESCRIPTION OF THE YOUTH PROGRAM DESIGN FRAMEWORK

1. Describe the design framework for the local area's youth program including how the design encompasses the following strategies:

The Workforce Investment Council currently contracts with Clackamas Education Service District (ESD) for youth services. C-TEC Youth Services (a program of Clackamas ESD) manages the administration, data collection, file maintenance, and performance functions of the program. C-TEC also contracts with a training coordinator who plans region-wide training available at no-cost to all enrolled youth. Case management, one-on-one interaction and the strategies listed below are performed by staff at participating high schools, non-profits, and public entities while leveraging funds, time, and buildings to provide services. The framework allows for a wide range of partners and opportunities for youth while leveraging community resources to allow funds to be stretched as far as possible.

a) Preparation for postsecondary educational opportunities;

Basic Skills and Education – Activities available include credit recovery opportunities, tutoring, alternative school settings, GED preparation programs, e-learning opportunities, transition and support in continuing into post-secondary education, financial aid assistance, support in obtaining books and other necessary equipment, and academic advising.

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The Basic Skills and Education opportunities provided through C-TEC Youth Services assists many Clackamas County youth in obtaining their high school diploma or GED. Without completing their secondary education, students are unable to apply for state or federal financial aid and are unable to enter some post-secondary educational opportunities.

Another aspect of the youth program design framework includes representatives from Clackamas Community College providing on-site information and advising to students at traditional and alternative school settings, including GED completion program and e-learning environments. C-TEC Youth Services Career Advisors provide on-site individual guidance and counseling to youth transitioning from secondary and GED completion settings to post-secondary educational programs. Guidance and counseling services include individual academic assessments, college placement testing, financial aid and scholarship assistance, career assessments and planning, and internship and career exploration activities.

Early post-secondary education - Collaborating with Clackamas Community College, C-TEC Youth Services is able to offer college credits for several program activities each year, at no cost to the participants. In some situations, dual high school and college credits can be obtained. Introducing youth to college early, and demonstrating that they can be successful, allows many youth to see post-secondary education goals as attainable.

b) Strong linkages between academic and occupational learning;

Please see answer below (iv).

c) Preparation for unsubsidized employment opportunities; and

Please see answer below (iv).

d) Effective linkages with intermediaries with strong employer connections.

WIA IB services for youth are provided through a coordinated network of providers, under the direction of the Region's youth services contractor, Clackamas ESD. In-school and out-of-school youth receive counseling and case management, including assessment and service planning through staff located throughout the County. Staff is located on-site at local high schools, non-profits, the local youth shelter, Clackamas Community College, WorkSource Clackamas, the Housing Authority of Clackamas County, State of Oregon Department of Human Services – Self-sufficiency, Clackamas County Juvenile Department and Oregon Youth Authority.

Occupational Skills – Opportunities include professional technical programs at the high schools, certificate and associate programs at Clackamas Community College (CCC), job

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exploration camps, training through the WorkSkills Lab at CCC, food handlers certification, CPR/First Aid training, short term occupational skills trainings through CCC, and industry/employer led trainings.

Throughout the year tours at local employers are planned for students to get an idea of the types of careers available and the education it takes to acquire the skills. Many of the tours offer hands-on opportunities.

The youth Career Advisors make connections for the youth to local organizations for work experiences, internships, and job shadows. SMART Internships with local employers are available year round and the Summer Youth Academy (SYA) offers additional opportunities during the summer months. This service model incorporates two weeks of training, including soft skills as well as industry-specific training, along with six weeks of on-the-job work experience (often paid) provided by local employers. A strong connection with local employers facilitates these opportunities to link program components with real work experience.

In 2011-12, 50 youth completed the two-week SYA training and 35 youth obtained subsidized training in local Clackamas County businesses through SYA. 10 of those 35 youth obtained unsubsidized employment with their training sites after SYA.

In collaboration with Clackamas Community College, participants have the opportunity to participate in SMART Internships with local employers to gain real world work experience throughout the year. Youth gain college credits and the opportunity to learn in-demand skills with local employers.

In 2012, C-TEC Youth Services was approved by the State of Oregon as an alternative testing site for the National Career Readiness Certificate (NCRC) to support the state's efforts in identifying Certified Work Ready Communities. This allowed for the testing and certification of participants under the age of 18 that were unable to be tested through the WorkSource offices.

2. *Describe how the following ten program elements required in 20 CFR 664.410 are provided within the local youth program design:*

The network of service providers makes sure that all 10 mandated activities are available to youth within Clackamas County. When a youth enrolls in services, they undergo assessment and individual service planning. Through the individual service plan, the providers ensure that the youth accesses any of the 10 activities he or she requires to be successful.

a) *Tutoring, study skills training, and instruction leading to secondary school completion including dropout prevention strategies;*

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Local school districts and Clackamas Community College provide opportunities for credit recovery, tutoring, literacy programs and other academic support to assist enrolled youth in staying in school, advancing their basic skills, and completing their secondary education.

b) Alternative secondary school offerings;

Alternative education opportunities are accessed through a variety of sources depending on the population targeted. Each partnering school district offers alternative secondary school programs, some that can be accessed by youth outside the districts. PACE teen parent program is for pregnant or parenting students in the North Clackamas School District, Oregon City Service Learning Academy (OCSLA) alternative school is a charter school for youth in the Oregon City School District that connects classroom lessons with meaningful service to the community. Milwaukie's Twilight School targets out-of-school youth, Clackamas Community College provides several different programs leading to high school diploma or GED, and New Urban High School is an alternative school that serves youth in the North Clackamas School District.

c) Summer employment opportunities directly linked to academic and occupational learning;

Summer Employment is facilitated through several activities. Weekly employment labs are held at WorkSource Clackamas with follow-up one-on-one appointments available to help youth with resumes, interview preparation, or any other assistance needed to facilitate employment. The staff also compiles and distributes twice-weekly job lists that contain entry-level jobs that are appropriate for young people. The annual Youth Career Fair held in February connects young people with employment, volunteer and educational opportunities.

The Summer Youth Academy offers six weeks of employment for WIA-enrolled youth with local employers in Clackamas County. The job opportunities are tied to specific industries or clusters and offer youth an opportunity to learn on-the-job skills and explore a career interest while earning a stipend and college credits.

d) Paid and unpaid work experiences, including internships and job shadowing;

The youth Career Advisors make connections for the youth to local organizations for work experiences, internships, and job shadows. SMART Internships with local employers are available year round and SYA offers additional opportunities during the summer months. Support also includes announcements of opportunities, assistance in the application process, and entry-level industry trainings. Community Partnerships are established with local subcontractors and occasionally offer paid work experience in collaboration with another business or agency (e.g. Estacada School District will partner with the City of Estacada to provide paid work experiences for enrolled youth).

e) Occupational skill training;

Occupational Skills Training takes place at several different levels. In the high schools and community college, professional technical programs provide occupational skills training. They can be a focused program of study, a certificate program, or an associate program. In addition, the youth program coordinates short-term entry-level industry trainings through the year that introduce youth to an industry, allow them to obtain a certificate, and increase their employability. Examples of these trainings include Certified Nursing Assistant, Certified Chiropractic Assistant, Childcare Certification, Oregon State Roadway Flagging, and Forklift Driving Certification.

f) Leadership development opportunities which may include such activities as positive social behavior and soft skills, decision making, team work, and other activities;

Leadership development opportunities include: community volunteering, service learning, peer mentoring and tutoring, serving on youth council, community, or advocacy organization boards, life-skills training such as parent education, financial literacy, goal setting and conflict resolution, and leadership training such as how to work in a team, how to run meetings and diversity training.

g) Supportive services;

Supportive services include anything allowed by WIA that help a youth be successful. The most common form of supportive services are transportation assistance, books, GED test fees, etc.

h) Adult mentoring for a duration of at least 12 months that may occur both during and after program participation;

Adult Mentoring varies given the situation in which youth are enrolled. Some mentoring relationships develop out of the situation in which youth find themselves. Examples include youth in some juvenile justice programs identifying a mentor to support their progress, Alcoholics Anonymous (AA) or Narcotics Anonymous (NA) sponsors, teen parents being mentored by previous young parents, etc. Other mentoring opportunities develop out of partnerships with community. Youth involved in the Summer Youth Academy may develop a mentoring relationship with their internship supervisor. Additionally, referrals may be made to community organizations specializing in mentoring.

i) Follow-up services;

After exit, follow-up services are provided for 12 months. At minimum, follow-up services include communication quarterly to determine youth's education or

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employment status and provide assistance as needed. Often times, follow-up services look identical to services that occur when a youth is active in the program, only the enrollment status has changed. Youth in follow-up are able to access all the same services provided to youth who are active in the program.

- j) *Comprehensive guidance and counseling, including drug and alcohol abuse counseling and referrals to counseling, as appropriate to the needs of the individual youth.*

All youth enrolled in WIA receive guidance and counseling to determine their needs, plan appropriate activities, re-evaluate goals and activities, and motivate youth to succeed. More intensive or targeted counseling is available as needed and can include referrals for drug and alcohol treatment, group treatment sessions, or one-on-one private counseling.

O. LOCAL BOARD APPROVAL PROCESS

1. *Describe the approval and documentation process that will be utilized to obtain formal Board approval of any modification or changes to Attachment E, Budget, Participant and Performance Plan per CCWD policy.*

Board resolutions RS-002 Establishing Signatory Authority and Limitations (see Attachment 15); RS-003 Power to Execute Contracts (see Attachment 16); and WICCO-034 Decision Making Authority of the Full Board of Directors and the Full Board of Directors and the Executive Committee (see Attachment 17) addresses this process for our region.

P. NOTICE OF FUND AVAILABILITY

1. *Since funding allocations are provided annually, it is anticipated that the information for the subsequent years will be based on estimated figures when initially submitted. (Areas should use the same funding allocation for planning the subsequent years and be aware this is subject to change when final allocations are issued.) The allocation figures will be revised when they are finalized for the subsequent program years.*

a) *For WIA Title 1-B subrecipients, a Notice of Fund Availability (NFA) will be issued upon approval of the Plan or modification if needed. The NFA serves as an obligation of funds to the subrecipients, not the Local Plan or modifications to the Plan.*

Q. REPORTING OF CIVIL RIGHTS COMPLIANCE REVIEW, COMPLAINT INVESTIGATION, ADMINISTRATIVE ENFORCEMENT ACTIONS, AND/OR LAWSUITS REGARDING DISCRIMINATION: METHODS OF ADMINISTRATION

1. N/A
2. N/A

3. Attachment 18

R. MEMORANDUM OF UNDERSTANDING AND ATTACHMENTS

Attachment F

S. RESOURCE SHARING AGREEMENT

Attachment G

T. WIA TITLE I-B ASSURANCES AND DISCLOSURE OF LOBBYING ACTIVITIES

Attachment H

U. WIA TITLE I-B STATEMENT OF CONCURRENCE

ATTACHMENT I

V. WIA TITLE I-B PARTNERS STATEMENT OF AGREEMENT

Attachment J

W. LOCAL WORKFORCE INVESTMENT BOARD RECERTIFICATION REQUEST

ATTACHMENT K

Customer Information

Account # 2000081681

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Phone 503-657-6644

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E-mail stacey.hendricks@wicco.org

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PO Number

Sales Rep.

kimo

Ordered By

Stacey Hendricks

Ad Content Proof

The Workforce Investment Council Proposes Local Unified Plan for 2012-2014

The Workforce Investment Council (WICCO) receives funds under the Workforce Investment Act of 1998 (WIA) to serve residents (youth, adults, and dislocated workers) and businesses in Clackamas County. WICCO provides individuals with workforce and training services and works with businesses to retain, upgrade or expand their workforce. WICCO's Local Unified Plan for PY2012 - PY2014 is available for public review and comment from September 28, 2012 to close of business on October 29, 2012. Public feedback is an important part of making this plan an effective tool for meeting the needs of businesses and residents in Clackamas County.

A copy of the Local Unified Plan is available electronically at www.wicco.org or upon request at Workforce Investment Council, 365 Warner Milne Road, Suite 202, Oregon City, OR 97045 or email stacey.hendricks@wicco.org. Workforce Investment Council of Clackamas County and its partners are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. You must contact WICCO at least 72 hours prior to the deadline to request such services. Oregon Relay 711

**Workforce Investment Council of Clackamas County
Board of Directors Meeting
April 19, 2012 7:30am – 9:30am
Clackamas ESD, Mt. Hope Conference Room**



Members Present

Ken Bartus, Garron Grounds
Lisa Brookshier, Pacific Northwest Defense Coalition
Vickie Burns, Labor's Community Service Agency
Jerry Buzzard, Department of Human Services
Janice Chandler, MEC Northwest
Larry Didway, Oregon City School District
Gary Furr, J. Frank Schmidt & Sons
Howard Klink, Klink Consulting
Pam Meredith, Training and Development Services
Gary Petersen, Kaiser Permanente
Tom Previs, Oregon Employment Department
Jed Scheuermann, Plumbers & Steamfitters Local 290
Paul Schlumpberger, Pioneer Pump
Jerry Smith, Jerry Smith & Associates
Maureen Thompson, Community Solutions for Clackamas County
Joanne Truesdell, Clackamas Community College
Frank Wall, Plumbing & Mechanical Contractors Association

Members Absent

Ron Britt, Benchmade Knife Company
Warren Cunningham, Timber Lake Job Corps
Bob Degnan, Package Containers
Milt Dennison, Clackamas Education Service District
Beverly Doolittle, Canby Area Chamber of Commerce
Brenda Durbin, Social Services
Cindy Hagen, Clackamas County Economic Development
Megan Helzerman, Clackamas Education Service District
Julie Hugo, Blount Int.
Commissioner Jamie Damon, Clackamas County Board of Commissioners
Lowell Miles, Miles Fiberglass
Dan Parker, Marks Metal
Steve Pickle, Teamsters Local 305
Dave Riggins, IITR Truck School
Theresa Taaffe, Portland General Electric
Dennis Vaughn, Bob's Red Mill Natural Foods
Micheal Wells, The Cedars Companies

Others Present

Bridget Dazey, Workforce Investment Council of Clackamas County
Jan Filgas, Workforce Investment Council of Clackamas County
Kim Freeman, Oregon Employment Department
Dave Griffiths, Data Contractor
Stacey Hendricks, Workforce Investment Council of Clackamas County
Ray Hoyt, Clackamas Community College
Melissa Hunting, Portland General Electric
Kim Parker, Workforce Investment Council of Clackamas County
Deb Zang, Workforce Investment Council of Clackamas County

Call to Order & Welcome

Chair Frank Wall called the meeting to order at 7:33 a.m.

Public Comments

None.

Consent Agenda

Due to not having a quorum of members, the consent agenda will be approved at the June Board meeting.

Introductions

Introductions were made around the room.

Data Report

Dave discussed the YTD data as of 4/19/2012. 7,959 adults and dislocated workers and 405 youth have registered with our WIA program so far this year. He discussed the demographics for adults and characteristics for youth. Dave also explained the success our region has had with on-the-job trainings (OJT) and other various types of training. Our region is either meeting or exceeding all performance measures.

Executive Director Updates

Kim discussed the two federal grants our region has received in partnership with other workforce investment boards in the area. She noted Stacey has taken the lead on a grant proposal to United Way for \$70,000, which would fund additional youth services. 300 organizations have been invited to apply and 30-40 projects will be funded. Kim also discussed the federal grant which would fund services for ex-offenders (with an emphasis on females). Bridget is taking the lead on this grant and 8 projects will be awarded nationwide for \$1.5 million.

Bridget discussed the two workforce innovation grants that our region has applied for in partnership with 1) the state and 2) other regional workforce boards.

Stacey stated that WICCO has also applied to the PGE foundation to fund a portion of the Utility Workforce Readiness program.

Stacey discussed the Summer Youth Academy (SYA) and brought the members' attention to the brochure in their packets. She stated that in addition to the bootcamp and the industry trainings, we will have 40 opportunities for internships for SYA participants. The program will fund the stipends. If anyone is interested in hosting an intern, please let Stacey know.

Kim brought the members' attention to the annual report that is in their packets.

Statewide Strategic Planning

Kim played a video from Governor Kitzhaber addressing local workforce board members emphasizing the importance of statewide workforce development planning and its impact on economic growth, training and jobs in Oregon. Kim stated the governor is committed to breaking down silos in state and federal government and committed to workforce, such as the back-to-work Oregon program. Kim stated Clackamas County does a great job of working together regardless of the funding streams.

The members broke up into three groups. Kim asked each group for feedback on:

- Vision
- Goals
- Outcomes
- Strategies
 - Industry Sectors
 - Work Ready Communities
 - System Innovation

After much discussion and having received feedback from the groups, Kim will compile the information and present to the Executive Committee for further discussion. This information will then be sent to the state.

Attachment 2

Stacey Hendricks Date

Frank Wall Date

Meeting adjourned at 9:32 A.M.
Minutes prepared by Stacey Hendricks

**Workforce Investment Council of Clackamas County
Executive Committee Meeting
May 17, 2012**



Member Attendees

Lisa Brookshier, Pacific Northwest Defense Coalition
Robert Degnan, Package Containers
Howard Klink, United Way of the Columbia-Willamette
Lowell Miles, Miles Fiberglass
Dan Parker, Marks Metal Technology
Jed Scheuermann, UA Local 290 Training Center
Frank Wall, Plumbing & Mechanical Contractors Association

Members Not in Attendance

Ken Bartus, Garron Grounds
Julie Hugo, Blount, Int.
Dave Riggins, IITR Truck School
Jerry Smith, Smith & Associates
Micheal Wells, The Cedars Companies

Other Attendees

Bridget Dazey, Workforce Investment Council
Jan Filgas, Workforce Investment Council
Dave Griffiths, Data Contractor
Kim Parker, Workforce Investment Council
Deb Zang, Workforce Investment Council

Chair Frank Wall called the meeting to order at 7:32am.

Public Comments

None.

Approval of Minutes

Motion: Lisa Brookshier moved to approve the November 17, 2011 and the February 16, 2012 meeting minutes as presented, 2nd by Dan Parker. Motion passed unanimously.

Update on Corrective Action Plan & CCWD Monitoring

Kim reminded the members that WICCO has been engaged in conversations with the Department of Labor and the state since last August regarding concerns in the National Emergency Grants. These reviews have resulted in placing Clackamas Community College (CCC) on a work plan. CCC has responded with changes in personnel and changes in their system. WICCO received the official letter from the state regarding these National Emergency Grants (Joe's, Cleanpack and Blount/Carlton) and disallowed costs in the amount of \$27,421.17. Clackamas Community College is responsible for the disallowed costs. The college is now looking at these costs which will mostly come out of Clackamas Community College's leveraged funds. WICCO has to have a report back to the state by the end of July. Deb stated everything needs to close out this year.

Kim stated the whole process has made our system better and more efficient.

Financial Report

Deb brought the members' attention to the financial report July – March 2012, $\frac{3}{4}$ through the year. In terms of revenue, we have brought in what we expected. Deb stated we have received more funding from the On-The-Job training National Emergency Grant due to other regions not meeting their goals and not able to utilize all of their funds. Because our OJT system is working so well, our region will receive an additional \$20,000 to serve more OJT participants.

Budget Discussion

Kim stated we recently received our formula funding numbers from the state for the upcoming year, but the budget committee has not had a chance to meet. She stated we will discuss the big funding picture today and then the budget committee will meet and will recommend a budget at the June Board meeting. Dan Parker, Jerry Buzzard, Jerry Smith and Lisa Brookshier will make up the budget committee.

The formula funding is basically staying the same. The formula from the Feds to the state resulted in a cut to the state. For our region, the funding from the state to us was flat funding. The state follows a certain formula and other regions' funding was cut. The "new secure funding" is what the state has committed to WICCO to receive. There is also secure funding from the competitive grants, Metro STEP and Clean Tech Advance. We also are waiting to hear whether we will receive five other grants: statewide innovation grant, regional innovation grant, United Way, Solutions to Work and PGE Foundation grant.

A lot of funding is coming to an end: National Emergency Grants, ReNW, SESP, and HOPE, which totals about \$1.5 million.

Kim stated at the state level the administration is looking at breaking down silos of various funding streams. Frank discussed aligning Career and Technical education with local employers.

The group then discussed the return on investment and comparing our region to other regions in Oregon.

Data Report

Dave took the members through the data report including enrollments, services, and demographics. Since 7/1/11, the total adult enrollment is 8,179 and 576 youth have been served.

Howard asked if there had been a down-stream return on investment analysis. Dave suggested doing an independent study of individuals who have received services, such as a survey. Kim and Jan stated that they will work on doing this for a better idea of return-on-investment. As far as retention, our performance measures reflect those numbers for adults.

Dave noted that there will be a much better reporting structure in i-trac in the next few months. It should be easier to get more accurate data.

Strategic Planning Review

The April Board meeting was spent on a strategic planning review at the request of the state of Oregon Workforce Investment Board, which is working on a statewide strategic plan. There was discussion and feedback from Board members on the vision, goals, outcomes and strategies. Kim created a new recommended document to incorporate WICCO's work plan and the feedback from April's board meeting. She stated there are not huge changes, but some tweaks to our current strategic priorities. Kim took the members through these changes and

additions to the strategic plan. With feedback she received from the Executive Committee, she will bring this document to the full Board in June.

Stacey Hendricks Date

Frank Wall Date

Minutes prepared by Stacey Hendricks
Meeting adjourned at 9:00 am

**Workforce Investment Council of Clackamas County
Executive Committee Meeting
September 20, 2012**



Member Attendees

Lisa Brookshier, Pacific Northwest Defense Coalition
Robert Degnan, Package Containers
Howard Klink, United Way of the Columbia-Willamette
Lowell Miles, Miles Fiberglass
Dan Parker, Marks Metal Technology
Jed Scheuermann, UA Local 290 Training Center
Jerry Smith, Smith & Associates

Members Not in Attendance

Ken Bartus, Garron Grounds
Julie Hugo, Blount, Int.
Dave Riggins, IITR Truck School
Frank Wall, Plumbing & Mechanical Contractors Association
Micheal Wells, The Cedars Companies

Other Attendees

Lori Bailey, Workforce Investment Council
Bridget Dazey, Workforce Investment Council
Jan Filgas, Workforce Investment Council
Gary Furr, J. Frank Schmidt & Son
Dave Griffiths, Data Contractor
Kim Parker, Workforce Investment Council
Deb Zang, Workforce Investment Council

Vice Chair Lisa Brookshier called the meeting to order at 7:31am.

Public Comments

None.

Approval of Minutes

Motion: Lowell Miles moved to approve the May 17, 2012 meeting minutes as presented, 2nd by Dan Parker. Motion passed unanimously.

Strategic Planning Update

Kim reminded the members of the strategic planning that took place at the April Board meeting. She stated the Workforce Investment Council's strategic priorities will be updated. Staff is working with partners to complete strategic planning and update the Local Unified Plan (LUP), which is a combination of big picture planning that includes sector strategies, certified work ready communities and looking at system innovation, as well as compliance for WIA. The LUP has to be published for public comment for 30 days and it is due to the state on October 31st. The entire package will be reviewed at the next Board meeting.

Financial Report

Deb brought the members' attention to the yearend financial report that ended June 30, 2012. Deb stated we did well. We brought in \$625,000 more than expected due to carry forward and



**WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY
BUSINESS SERVICES/TRANSITIONAL WORKFORCE COMMITTEE MEETING
Thursday, June 7, 2012 11:45am – 1:00pm
Workforce Investment Council Office
Minutes**

Committee Members Present: Jerry Smith, Pam Meredith, Maureen Thompson, Tom Previs, Cindy Hagen, Ray Hoyt, Bev Doolittle

Workforce Investment Council Staff Present: Jan Filgas, Kim Parker

Jerry Smith called the meeting to order at 11:45am.

Public Comments:

None.

Minutes:

Maureen Thompson moved to accept the 4/5/12 meeting minutes. Tom Previs seconded the motion. Motion passed unanimously.

Work Plan Update

Jan reported out on the status of WICCO's annual work plan goals and noted that we are on target with the work plan's deliverables overall.

OJT Participant Impact Study

Kim stated that at the last Executive Committee meeting a conversation occurred about the return on investment of our OJTs. As a result, a survey will be developed and sent out to OJT participants asking them about their experience in the OJT, if they are still working in the same job, if they are in another job, if they are making more money, etc. Ray Hoyt suggested also surveying the employers to see how the experience was for them. This will help us moving forward as we fund more OJTs in the future.

Kim also said that there will be no more OJT exception requests because there is such a demand for OJTs now.

Update on Strategic Priorities

Kim reported that the State Workforce Investment Board (OWIB) is in the process of updating their strategic plan and are engaging the locals much more intensively than in the past. In April the Board participated in a discussion to inform this process and during that discussion, reprioritized WICCO's 4 strategic priorities. This change went before the Executive Committee and will go before the big Board this month.

Regional Engagement:

Kim reported that we are continuing to work closely with partner WIBs in Portland Metro and SW Washington to address industry needs as a greater region. This is an effort to better serve our employers. The WIBs recognize that we are one big labor shed and

want to make decisions regarding training investments in a coordinated fashion so that we are not flooding the market with trainees that aren't in demand. The two industries that are being looked at right now are health care and manufacturing.

There is a draft of the healthcare report that just came out that will be a wealth of information as we move forward with training investments in our region. Regarding manufacturing, WICCO is co hosting (with SW Washington and WSI) a 2-hour manufacturing event at the Convention Center on June 22 from 7:30 to 9:30AM. Manufacturing employers have been invited and will be informed about the grant funds that have come into our region and to participate in feedback sessions on their needs as an industry. Senator Merkley will also be attending.

SESP Monitoring

Jan reported that Marian Esver, the Federal Project Officer from DOL, came out to monitor our region's SESP grant in late May. Marian was impressed with how much our region has improved over the last year and found no issues in our region regarding the delivery of SESP grant services. While she was here Marian did case file reviews, some fiscal monitoring, interviewed participants and visited one of our training sites, Earth Advantage. Jan specifically called out Ray Hoyt, Carrie Kraten, Skye Feltz, Kim Hikade and Angie Torkko for all of the work they did to prepare for and to make the visit successful.

Update on Contract Negotiations for PY 12-13

Kim reported that we are in the process of negotiating contracts with our service providers: CCC; IRCO serving people who have English as a second language; Community Solutions serving long term unemployed, people with criminal backgrounds and mental health issues; Express Personnel who conduct workshops; and our youth contractor. Their contracts will not be reduced because we were evenly funded this year.

WICCO will need to go out for RFP for our primary A/DW provider early next year and Kim reminded the group that they will be the key committee to support this work.

Ray reported that CCC's Workforce Department is moving to a new location on campus and will now be in the Family Resource Center building. The move will consolidate staff into one location, provide lots of office space and has 2 ½ classrooms, good storage, good access and great parking.

Meeting Adjourned:

Jerry Smith adjourned the meeting at 12:50pm.

Clackamas Board of County Commissioners
PURPOSE: Appoint WIB members and oversee regional workforce efforts.

Workforce Investment Council
MISSION: Develop a highly skilled workforce that creates sustained economic prosperity in Clackamas County.
ROLES: Advocacy for the system; system quality and outcome evaluation; policy decisions; strategic direction/decisions

One Stop Operator
PURPOSE: oversight of region's one-stop system.
Members: A consortium comprised of, but not limited to, the principal investors in the region's WorkSource One Stop Center.

Executive Committee
PURPOSE: Provides oversight and direction on overall objectives and budget for the WICCO.
ROLES: Contractual decisions; service delivery model decisions; budget/audit decisions; programmatical decisions

Budget & Audit Committee
PURPOSE: Provides oversight for the budget and audit.

Express Employment Services
Workshop Provider

Emerging Workforce Committee
PURPOSE: Develops a pipeline of workers for Clackamas County and its high growth businesses.

Business Services Committee
PURPOSE: Creates innovative strategies to help businesses meet their workforce needs.

Clackamas Education Service District
Youth Provider

Clackamas Community College
Adult/Dislocated Worker Provider

Community Solutions for Clackamas County
Adult/Dislocated Worker Provider

Immigrant and Refugee Community Organization
Adult/Dislocated Worker Provider

**Workforce Investment Council of Clackamas County
Executive Committee
May 15, 2008**

Member Attendees

Ken Bartus, Garron Grounds
Lowell Miles, Miles Fiberglass
Kathy Richardson, Willamette Falls Hospital
Dave Riggins, ITR Trucking
Chip Sammons, Holistic Pet Center
Commissioner Martha Schrader, Clackamas County
Jerry Smith, Smith & Associates

Absent Members

Janice Chandler, PCC Structural

Other Attendees

Mike Biery, Benchmade Knife Company
Amber Briney, Timber Lake Job Corps
Rick Dawes, Enoch Manufacturing
Terri Houde, Workforce Investment Council of Clackamas County
Leslie Palmer, Workforce Investment Council of Clackamas County
Maureen Thompson, Community Solutions for Clackamas County
Jerry Turner, Pioneer Pump, Inc.

Chair Kathy Richardson called the meeting to order at 7:30 a.m. Welcome and introductions were made.

Public Comments

There were no public comments.

Minutes

Motion: Lowell Miles moved to approve the April 3, 2008 Executive Minutes as presented, 2nd by Dave Riggins. Motion passed unanimously.

Discussion:

Maureen Thompson asked how much of the \$154,000.00 rescission was Adult, Dislocated Worker and Youth and which program was hit the hardest. Terri Houde stated the amount was calculated by formula for each program but she could not provide an actual breakdown for Maureen.

Slate of Officers and Executive Committee Members for July 2008 –June 2009

Kathy Richardson advised this would be the second call for nominations for slate of officers as well as adjunct members for the Executive Committee.

Rick Dawes nominated Lowell Miles as an adjunct member of the Executive Committee. Lowell stated he would give this nomination some thought and advise Terri Houde prior to the June 19th Board Meeting. Terri stated current adjunct members who include Dave Riggins, Chip Sammons and Ken Bartus have all agreed to stay in their position which means one more adjunct member would be needed.

Request for Proposal Adult & Dislocated Worker Services

Ken Bartus, Chair of the RFP committee for the Adult & Dislocated Worker Services Program advised the Executive committee the RFP committee met on May 8, 2008 to review and score proposals for the Adult & Dislocated Worker Services. Ken advised the RFP committee does have some clarifications before letter of intent to award is issued and these items should be clarified on May 19, 2008. The RFP committee proposed a phased approach to reach final contract as follows:

Phase 1 – Clarifications [May 19 – June 6]

RFP committee to meet with Clackamas Community College and proposed sub-contractors to discuss cost, scope of work and outcomes of each sub-contractor. Request Executive Summary to outline WIA specific activities with budget summary.

Phase 2 – Negotiations [June 9 – June 20]

Including budget, scope of work, cost per participant, and performance. Will include a clause for innovation and performance dashboard to measure outcomes.

Phase 3 – Contract signing and implementation [last day to sign June 30, 2008] in summary.

The RFP Committee is recommending the WICCO Executive Committee to approve the proposed 3 phases above in order to proceed with the proposal clarifications and contract negotiations and issue a notice of intent to award to Clackamas Community College.

Motion: Jerry Smith moved to approve recommendation presented by Ken Bartus, Chair, RFP committee to move forward with obtaining clarifications and continue with the intent to award Adult & Dislocated Worker Services contract to Clackamas Community College, 2nd by Lowell Miles. Motion passed with two abstentions from Maureen Thompson and Commissioner Martha Schrader. The motion was approved.

2008 – 2009 Budget Review

Terri Houde presented PY08-09 Draft Budget to the Executive Committee and asked for recommendations before presenting to the full board on June 19, 2008. Terri advised the committee in lieu of the funding cuts, she was able to negotiate the Oregon Workforce Partnership membership dues to \$10,000.00 annually instead of \$14,000.00.

Discussion:

- Question asked regarding lease costs under Administration-why ¾ lease costs?
- Answer: ¼ will come from program for lease costs
- Suggestion was made to hold funds out for another possible rescission
- With regards to the National Association of Workforce Boards (NAWB), suggestion was made to reserve hotel rooms upfront and decide who will attend later
- Suggestion made that members who are private industry should contribute money so more members can attend NAWB

Terri Houde further advised due to changes at the Oregon City One-Stop, the \$45,000.00 is no longer required to fund the coordinator at the One-Stop. Robert Brown, Interim Manager of the One-Stop has requested permission to use the \$45,000.00 to help redesign the One-Stop signage along with other renovations. Rick Dawes requested that the WICCO obtain a proposal from Robert Brown outlining costs before committing this money. If the proposal is less than

\$45,000.00, difference will go back to the programs or put aside for future use at the One-Stop or somewhere else.

Action Item: Terri Houde to obtain proposal from Robert Brown outlining improvement costs.

Submission of Integrated Service Model

Terri Houde gave an overview of the Integrated Service Model that was including in the committee packet and went over the board's role and responsibilities per the integration policy:

1. Requires that Local Workforce Boards convene the partners and are accountable for the development of an integrated service delivery system with Oregon Employment Department and the Local Workforce Board.
2. Local Workforce Boards will adopt, implement, and continuously improve the local demand driven, skill based integrated services.
3. Local boards have the responsibility for overseeing the success of the local integrated system as defined in the state approved local integrated services plan.

Discussion:

- Suggestion to use Job Keys along with iMatch

Terri Houde stated that there will be an assessment tool in every One-Stop and the State of Oregon has a RFP out for the assessment tool.

Motion: Ken Bartus moved to accept the Integrated Service Plan as presented, acknowledging that language may be edited based upon feedback from the State of Oregon, 2nd by Lowell Miles. The motion passed unanimously.

Motion: Jerry Smith moved to accept the change in branding from the Oregon City One-Stop to WorkSource Clackamas, 2nd by Lowell Miles. The motion passed unanimously.

Audit Results of Contract Monitoring for PY06-07

Terri Houde stated the purpose of contract monitoring is to ensure that the requirements of the contracts for Adult & Dislocated Worker and Youth Services are being met as described in the scope of work and that all activities, operations, facilities and administrative processes are in compliance with WIA requirements.

There were four (4) findings for Clackamas Community College with regards to the Adult & Dislocated Worker contract which included data not being submitted to the State, program exit, disallowed costs and using WIA dollars were being used in the Customized Training program. All have been resolved with exception of the Customized Training and Clackamas Community College was informed customized training services may not resume until WICCO has been satisfied that the process has proper risk management guidelines in place.

The monitoring for Clackamas Education Service District has not been closed as the Youth provider's program manager resigned and until a new program manager has been hired, this will remain open.



POLICY #: WIA-11
TITLE: Priority of Service Delivery

Issue Date: November 14, 2002
Revision Dates: April 4, 2003
September 20, 2007
October 2, 2009

PURPOSE

Local Workforce Investment Boards must determine whether funds allocated to serve eligible Adults under WIA are limited for the program year. This policy articulates the process for making this determination and how priority of service for WIA Adults is to be applied in the event that regular WIA Adult formula funds are determined to be limited.

REFERENCES

- WIA Section 134(d)(4)(E)
- 20 CFR Part 663.600
- 20 CFR Part 1010
- CCWD WIA Title IB Policy #589-30.7

POLICY

Making the Determination:

At the onset of the program year, the WIA Adult Service Provider will furnish WICCO with the approximate cost of providing employment and training services for WIA Adult participants and the number of Adult participants they anticipate serving with WIA Adult formula funds. During the program year, the WIA Adult Service Provider must notify WICCO when 85% of WIA Adult formula funds are obligated.

In making the determination that WIA Adult funding is limited, WICCO will take into consideration the availability of any other public or private resources available to fund employment and training activities in Workforce Region 15. WICCO will also consider the current economic conditions including unemployment statistics, labor market information, and past expenditure trends in WIA Adult employment and training activities.

Priority of Service:

In the event WIA Adult formula funds are determined to be limited, priority to receive intensive and training services is as follows:

1. First priority shall be given to Veterans and/or eligible spouses residing in Clackamas County who are recipients of public assistance or are low income individuals.
2. Second priority shall be given to recipients of public assistance and other low-income individuals residing in Clackamas County.
3. Third priority shall be given to veterans and/or eligible spouses residing in Clackamas County.
4. Forth priority shall be given to Clackamas County residents.

PROCEDURE

1. The WIA Adult Service Provider notifies WICCO when 85% of WIA Adult formula funds are obligated in a program year.
2. Depending when in the program year the Adult funds have been obligated, WICCO restricts any unobligated expenditures.
3. WICCO considers available employment and training funding, current economic conditions, and expenditure trends in employment and training activities to determine whether WIA Adult funds are limited.
4. WICCO notifies the WIA Adult Service Provider and the WorkSource Clackamas Leadership team when Adult funds are determined to be limited.
5. The WIA Adult Service Provider prioritizes funds and the WorkSource Clackamas Leadership team notifies staff the area is in "Priority of Service" status.
6. The WIA Adult Service Provider Operations Manager communicates to the Skills Team the status of Adult funds and expenditures.
7. After entering Priority of Service status, WICCO may determine Adult funds are adequate for intensive and training services for the remaining program year and rescind Priority of Service status.

Approved:



WICCO Board Chair

10/15/09

Date

MEMORANDUM OF AGREEMENT

Between: Clackamas County,
A Political Subdivision of the State of Oregon
2051 Kaen Road
Oregon City, OR 97045

And: Workforce Investment Council of Clackamas County, Inc.
An Oregon Nonprofit, Public Benefit Corporation Without Members
365 Warner Milne Road, Suite 202
Oregon City, Oregon 97045

This agreement is made and entered into by and between Clackamas County, Oregon, ("County"), and the Workforce Investment Council of Clackamas County, Inc., ("WICCO"), pursuant to the Workforce Investment Act of 1998.

RECITALS:

- A. WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220, ("WIA") requires the establishment of a local Workforce Investment Board in each local area of a state and authorizes the expenditure of federal funds for job-training and workforce development programs in locally determined Workforce Investment Areas; and
- B. WHEREAS, the County constitutes a jurisdiction eligible for designation as a Workforce Investment Area (Region 15) in which WICCO serves as the local workforce board; and
- C. WHEREAS, WIA establishes a partnership between the Local Workforce Investment Board and the Chief Elected Official to preserve local control and decision making in workforce development; and
- D. WHEREAS, the Board of County Commissioners of County (BCC) serves as the chief elected official of County and under WIA is liable for WIA grant funds; and
- E. WHEREAS, the partnership between WICCO and County is part of a statewide workforce development system and is subject to approval and certification by the Governor of the State of Oregon; and
- F. WHEREAS, the State of Oregon policy governing this partnership seeks to establish collaboration between the partners in order to carry out strategies and policies that build on statewide investments;

NOW THEREFORE, Be it resolved that this Agreement pursuant to WIA and the State of Oregon's workforce development system is made and entered into and between County and WICCO.

A. Compliance with Laws.

WICCO and County shall operate in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws.

B. Roles and Responsibilities.

1. County. County shall be responsible for the following:

- a) Appointing WICCO board members (WIA Section 117(c)(1), including at least one member of the BCC to serve on the WICCO board;
- b) Serving as the local grant recipient (WIA Section 117(d)(3)(B). This duty is hereby delegated to WICCO in accordance with WIA section 117(d)(3)(B)(i)(II) and section 1.B.2.(c) of this Agreement (below); and
- c) Providing one employee of County with expertise and experience in WIA grant accounting and administration to serve on the WICCO audit committee.

2. WICCO. WICCO shall be responsible for the following:

- a) Serving as the local program administrator;
- b) Maintaining WICCO's status as a non-profit organization;
- c) Serving as grant sub-recipient pursuant to the delegation described in section 1.B.1.(b) of this Agreement (above), receiving and disbursing funds made available to Region 15 - Clackamas County under the Workforce Investment Act, and;
- d) Developing a WIA budget for the purpose of carrying out WICCO's duties, subject to the approval of County (WIA Section 117(d)(3)(A)).

3. Implementation.

- a) As the Local Workforce Investment Board, WICCO agrees to operate in compliance with the WICCO Articles of Incorporation and Bylaws.
- b) WICCO and County agree to operate in compliance with the Region 1 5 Local Unified Plan adopted pursuant to the WIA, as amended from time to time.
- c) WICCO agrees to provide a written report to the BCC annually, summarizing the results of the annual monitoring review by the State, which includes a compliance review of administrative, fiscal and program systems.
- d) WICCO agrees to provide thirty (30) day's written notice to the BCC of any proposed changes to WICCO's Bylaws. The notice shall be mailed to the Office of Clackamas County Counsel by certified mail, return receipt requested, and shall be deemed delivered on the earlier of: (i) three (3) business days after mailing, or (ii) the date of actual receipt as marked on the US Postal Service return receipt.

WICCO agrees that any proposed change to WICCO bylaws that the BCC objects to may not be made until the BCC concurs with the proposed bylaw change.

- e) WICCO agrees to receive WIA grants and other grants in its own name and be responsible for the development of grant programs, expenditures and accounting for all funds that WICCO receives. WICCO further agrees to deliver or procure services pursuant to the grants.
- f) WICCO agrees to establish and maintain an audit committee and maintain as a member of the committee the County employee described in section I.B.1.(c) of this Agreement (above).

The audit committee shall:

- i. Prepare or supervise the preparation of all financial statements and other official financial information provided to the public;
- ii. Design and implement systems of internal controls to ensure WICCO compliance with applicable laws, policies and procedures and appropriate risk management measures;
- iii. Facilitate an annual independent audit process, including engaging an independent certified public accountant and receiving all reports from the accountant; and

- iv. Issue an RFP for audit services every three to five years using federal procurement guidelines.
- g) WICCO agrees to procure such independent audits as are required under state and federal law or as WICCO deems both necessary and beyond what is required by state or federal law.
- h) WICCO's authority to administer job-training/workforce development programs and services is not limited to those services authorized by WIA, and WICCO may receive any available funds that are unrelated to WIA.
- i) WICCO shall maintain and use its own federal employer identification number (EIN) for all of its financial transactions. WICCO shall maintain its own bank accounts and direct the investment of its funds. As a non-profit organization, WICCO shall serve as fiscal agent for all funds received under its EIN and is responsible for all audit and tax filings under its EIN.

II. **Conflict Resolution**

A. Informal Negotiations.

In the event County and WICCO cannot agree on an issue where their agreement is required by this MOA or state or federal law, the County Administrator or designee and WICCO designee shall first attempt to resolve the disagreement.

B. Formal Negotiations.

If a resolution is still not reached, a representative chosen by the BCC and a representative chosen by WICCO shall meet and attempt to resolve the disagreement.

C. Resolution Committee for Further Negotiation.

If negotiations are unsuccessful, a Resolution committee will be formed with one member designated by WICCO, and a second member designated by County. The two members shall designate a third member. These three persons shall be known as the "Resolution Committee". The Resolution Committee shall promptly meet to discuss and resolve any dispute by majority vote. Decisions of the Resolution Committee shall be rendered within thirty (30) days after the Committee is appointed and shall be binding upon WICCO and County.

D. Alternative Means for Selection of Third Committee Member.

In the event a third member of the Resolution Committee cannot be agreed to by the two members of the Resolution Committee so chosen, the Director of Workforce Development

programs for the State of Oregon (currently the Director of Department of Community Colleges & Workforce Development 255 Capitol Street NE, Third Floor, Salem, Oregon 97310) or any replacement or substitute appointed as a result of legislation that replaces WIA, shall be asked to appoint the third member.

E. Other Remedies.

If the Resolution Committee is unable to resolve the matter, each party shall have recourse to any remedy provided by law.

III. **Liabilities**

A. Director's and Officer's Insurance.

WICCO shall purchase insurance to prudently protect itself, its directors and officers against liabilities. Such insurance policy shall include Audit Exception and/or Errors and Omissions coverage as agreed to by WICCO and County. The policy shall name County as an additional insured and shall include a provision for the insurer to notify County prior to canceling the insurance coverage.

B. General Liability Insurance.

WICCO shall purchase a policy of general liability insurance. The policy shall always be at least equal in coverage to the amount of liability of a public body for any number of claims arising out of a single accident or occurrence as set forth in the applicable provision of the Oregon Tort Claims Act. The policy shall name County as an additional insured and shall include a provision for the insurer to notify County prior to canceling the insurance coverage.

C. Indemnification.

WICCO shall defend, indemnify and hold harmless County from all liability arising out of WICCO's conduct including its conduct as a program administrator and Workforce Investment Board in the administration of job-training and workforce development services, except to the extent that county's liability is the result of its own negligence or results from County being held liable by the State of Oregon under WIA (or any replacement federal job-training/workforce development legislation) for County's actions. The County shall similarly indemnify WICCO to the extent permitted by Oregon Law.

WICCO shall require its contractors to assume responsibility and to indemnify WICCO and County for liabilities arising from contractor activities. The parties hereby recognize that some of the contractors may be entities or agencies that are bound by debt and indemnification limits

set forth in the Oregon Constitution. The parties therefore agree to require indemnification from such entities or agencies to the fullest extent permitted by Oregon law.

D. Maintenance of Reserve Fund.

To the extent WICCO receives unrestricted moneys that may lawfully be held in a reserve fund, WICCO shall, before otherwise committing the moneys, deposit ten percent (10%) of the moneys in a Reserve Fund in an amount that may not exceed \$250,000. The Reserve Fund shall be held for the purpose of making reimbursements for misapplied WIA grant funds.

E. Liability Priority.

In the event liability for WICCO expenditures or operations occurs, the following priorities apply:

1. First Priority: WICCO shall attempt to recover funds from the contractor, agent or third party causing the liability.
2. Second Priority: WICCO shall attempt to recover funds from insurance described above.
3. Third Priority: WICCO shall repay the liability from the Reserve Fund described in section III.D. of this Agreement (above).
4. Fourth and Final Priority: As a last resort and only to the extent required by the WIA or other federal or state law, County shall repay any otherwise unpaid liability.

IV. Duration and Amendment

A. Effective Date and Duration.

This Agreement is effective upon the date of the last signature by a party and shall remain in effect until June 30th, 2013. As of July 1, 2013, the agreement shall remain in effect until it is terminated by:

1. Either party as set forth in Section V. of the Agreement (below);
2. Operation of law; or
3. Execution of a subsequent Memorandum of Agreement by both parties that supersedes the Agreement.

B. Amendments.

Any amendment to this Agreement must be in writing signed by both parties and must make specific references to this Agreement. Upon the request of either party, the parties shall enter into discussions with the other concerning amendment to this Agreement.

C. This Agreement Supersedes Prior Agreements.

This writing is intended both as the final expression of this Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. Except as provided in section I.A. of this Agreement (above), all prior Agreements on the same subject matter are superseded by this Agreement.

V. **Termination**

A. Pre-Requisites to Termination Generally.

Except as otherwise provided herein, any termination of this Agreement by either party after June 30, 2013, shall be effective as of June 30th of any subsequent year, if written notice of the intent to terminate has been given to the non-terminating party no later than January 15th of that same year.

B. Termination for Cause by Either Party.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement effective 90 days after written notice is given in compliance with this subsection, as follows:

1. If a party violates section I.A. of this Agreement (above), and the other party gives written notice of intent to terminate after 90 days, specifying the non-compliance, and specifying that the violating party has 45 days to cure the noncompliance to prevent termination.
2. If the violating party fails to cure the violation to the satisfaction of the other party in the 45 day period provided for in a written notice, this Agreement will terminate on the 90th day after that notice was sent by first class and certified mail, return receipt requested. Provided, however, that the terminating party may not terminate this Agreement after 90 days if the violating party can show that it has undertaken substantial action that is expected to cure the violation within a period of time that is reasonable under the circumstances.

C. Termination by BCC for Performance Issue.

County and WICCO understand that the goals set forth in the Recitals on page one of this Agreement can only be achieved if WICCO maintains a level of performance that satisfies Workforce Investment Act State supervisory officials. In order to secure a place for County in the monitoring and correction of poor performance by WICCO, the following requirements are made a part of this Agreement:

1. If WICCO performance falls below 80% for the first year, WICCO will take the following actions as a Board:
 - a) In October, make a written report to the BCC that a performance measure(s) has been missed.
 - b) Meet with the contractor(s) to assess why the performance measure(s) was not met and create a written performance improvement plan.
 - c) In February or March, contact the State of Oregon Department of Community College and Workforce Development for Performance Improvement Plan funds to assist with implementation of the Performance Improvement Plan.
 - d) The following October, follow up in writing with the BCC on the results of the Performance Improvement Plan.
2. If WICCO performance remains below 80% in the same performance standard for a second consecutive year, WICCO will take the following actions as a Board:
 - a) In October, make a written report to the BCC that a performance measure(s) has been missed for two consecutive years.
 - b) Meet with the contractor(s) to assess why the performance measure was not met again and create a written corrective action plan.
 - c) In February or March, contact the State of Oregon Department of Community College and Workforce Development for Performance Improvement Plan funds to assist with implementation of the Corrective Action Plan.
 - d) The following October, follow up in writing with the BCC on the results of the Corrective Action Plan.

Attachment 9

3. If performance remains below 80% in the same performance standard for a third consecutive year, WICCO will take the following actions as a Board:
 - a) In October, report to the BCC and the State that a performance measure(s) has been missed for a third consecutive year.
 - b) Meet with the contractor(s) to assess why the performance measure has not been met. Call a special meeting of the WICCO Board, the BCC and the State of Oregon Department of Community College and Workforce Development (CCWD) and the Governor's Staff.
 - c) Review historical data and follow the recommendation of CCWD and the Governor's Staff. These are the considerations and options of CCWD and Governor's Staff:
 - i. Review historical data and make a determination if course corrections are adequate and grant additional year of correction action plan.
 - ii. Require other appropriate measures designed to improve the performance of the local area.
 - iii. Prohibit use of a particular service provider or One-Stop partner that has been identified as achieving poor levels of performance.
 - iv. Appoint and certify a new Local Board.

After the special meeting described in section V.C.3(b) of this Agreement (above), County may send a 90 day notice of termination for cause to WICCO. This Agreement will terminate on the 90th day after that notice was sent by first class and certified mail, return receipt requested. A copy of that notice of termination letter will be provided to the State Office of Community College and Workforce Development and the Governor's Staff, contemporaneous with the mailing of the notice to WICCO.

MEMORANDUM OF AGREEMENT

Between

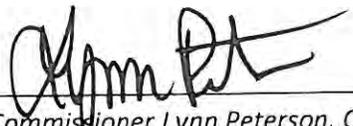
The County of Clackamas County, Oregon

And

The Workforce Investment Council of Clackamas County, Inc.

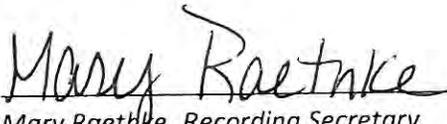
Signatures

For the BOARD OF COUNTY COMMISSIONERS



Commissioner Lynn Peterson, Chair

6-17-10
Date



Mary Raethke, Recording Secretary

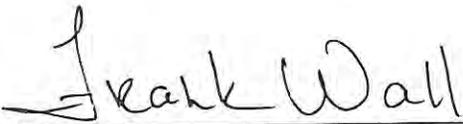
6-17-10
Date E.I.

For the WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY



Kim Parker, Executive Director

6-17-10
Date



Frank Wall, Chair

6/23/10
Date

POLICY #: WICCO-066
PROCUREMENT OF GOODS & SERVICES

Issue Date: November 14, 2002
Revision Date: September 7, 2006; April 21, 2011

PURPOSE:

This Policy provides guidance on the procurement and purchase of goods and services for program or administrative needs. The intent of this policy is to ensure open competition while securing the best possible price.



See WICCO Office Procedures Manual – Procurement for specific procedures and forms.

REFERENCES:

- WIA Sec.184(a)(2)(A)
- 20 CFR 667.200(a)(1)-(7)
- 29 CFR 95.40-48
- TAG Ch II-10
- CCWD 589-10.11

POLICY:

The Board of Directors, through approval of the annual working budget and Region 15 Local Unified Plan, must approve all funds expended by the Workforce Investment Council. See also *Board Resolution RS-0002 Power to Execute Contracts*. Staff will ensure fiscal accountability and prevent fraud and abuse by acting in accordance with procurement standards.

At a minimum, procurements will include the following:

- A. Be conducted in a manner that provides fair and open competition regardless of method or dollar amount. Conduct appropriate analysis to determine which procurement method will be the most economical. Avoid purchasing unnecessary or duplicate items.
- B. Document applicable cost/price and lease vs. purchase analysis when appropriate for every procurement action. Minimize the use of sole source procurement and justify it in every case.
- C. Solicitations for goods and services will include
 - i. Clear and accurate written descriptions of the requirements for the goods or services to be procured,
 - ii. Criteria for contractor selection or rejection,
 - iii. Written protest procedure, negotiation procedure and settlement process.
- D. Contracts will be awarded to responsive and responsible bidders who possess the potential ability to perform successfully under the terms and conditions of the procurement. Small businesses, minority-owned firms, and women's business enterprises will be used to the fullest extent practicable.
- E. In performance under this policy, funds will not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State or local sources,

unless it is demonstrated that additional capacity is needed or that alternative services or facilities would be more effective or more likely to achieve the performance goals and mission of the Workforce Investment Council.

EXCLUSIONS: Purchase of the following items are excluded from this procurement policy:

- On-the-Job-Training (OJT)
- Individual Training Accounts (ITAs)
- Support Services

CODE OF CONDUCT:

All Workforce Investment Council procurements must comply with Board Policy WICCO-001 Code of Conduct.

PROCUREMENT LEVELS:

Small Procurements: Procurement of goods or annual services not exceeding \$5,000.

- ✓ Contracts may be awarded in any manner deemed practical or convenient, including by direct selection or award.
- ✓ Not intended to eliminate competitive quotations, but rather to expedite the purchasing process, as dollar values may not justify further solicitation efforts.

Intermediate Procurements: Procurement of goods or annual services exceeding \$5,000 but not exceeding \$50,000.

- ✓ Obtain at least three (3) informally solicited competitive price quotes. If three quotes are not reasonably available, fewer will suffice, but a written record of the effort made to obtain the quotes or proposals must be kept.
- ✓ Keep a written record of the sources of the quotes or proposals received.

Competitive Sealed Bids: Procurement of goods or services exceeding \$50,000.

- ✓ Publicly solicited Invitation For Bids for firm, fixed-price contracts when specifications can adequately be defined.
- ✓ Award made to responsive bidder with the lowest price.

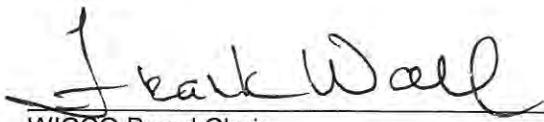
Competitive Sealed Proposals: Procurement of goods or services exceeding \$50,000.

- ✓ Publicly solicited RFP identifying all significant evaluation factors and their relative importance.
- ✓ Type of solicitation where negotiation is used and cost is not the overriding consideration.

Sole source Procurements: Procurement of goods or annual services from a single source

- ✓ Used when other procurement methods are impractical, infeasible or inadequate, AND one of the following circumstances applies:
 - Goods or service is available from only one source, or
 - Urgency for goods or service will not permit a delay, or
 - Awarding agency authorizes non-competitive procurement.

Approved:


WICCO Board Chair


Date

POLICY #: WIA-17
TITLE: On-the-Job Training (OJT)
ISSUED: December 18, 2003
REVISED: January 21, 2010; January 19, 2012



PURPOSE

The on-the-job training (OJT) program provides full-time unsubsidized employment and training for WIA eligible individuals. The OJT program departs from traditional practice in that it may be characterized as a “hire first, train later” program. An alternative to more traditional classroom-based learning for eligible and registered participants, an OJT is a training partnership with employers allowing participants to learn in their real work environment with a structured training plan, under the supervision of their employer, with a commitment of continued employment following successful completion of the OJT.

In consideration of the extra costs to the employer of hiring and training a new employee or promoted employee onsite, a portion of the employee's wages may be reimbursed for a limited duration. OJTs are not a wage subsidy to employers or an incentive to hire. OJTs are intended to encourage the development of in-company training programs that lead to transferrable skills for WIA eligible individuals who would not otherwise be hired or promoted to a given position.

The purpose of an OJT contract is to assist businesses in training and retaining skilled, productive workers. OJT's may be used to help train newly hired employees or eligible current employees. This policy outlines how an OJT Agreement and subsequent Training Plans are to be developed by Region 15 subgrantees.

In addition, all subgrantees are provided with the Region 15 OJT Development Manual, which includes detailed information on OJT development with guidance relative to the product's rules and regulations along with samples of the referenced forms.

REFERENCES

- Workforce Investment Act, Sections 101, 134
- 20 CFR Parts 663.300 through 663.320; 663.440; 663.700 through 663.710; 667.262 through 667.275; 667.400 through 667.410

POLICY

Aligning OJTs in Clackamas County and Portland/SW Washington Metro Service Areas

Because the Portland Metro, Clackamas County and SW Washington service areas comprise one labor market, area employers may work with a number of OJT brokering agencies and several workforce regions. It is desirable from a customer service and marketing standpoint to keep OJT paperwork and rules as simple and standard as possible throughout the greater Portland/SW Washington labor market.

To that end, these standards define an OJT process that is in place for Clackamas, Multnomah, Washington, Clark, Cowlitz, and Wahkiakum Counties.



Regional Program Requirements

1. OJT Structure

OJT Agreements are signed by employers and WICCO subgrantees. OJT Agreements are non-financial. When a Trainee is identified and determined eligible, a Training Plan is completed and, at that point, funds are obligated.

The OJT payment to the employer is divided into two parts:

- 1) Training completion and expected continued employment at thirty (30) or more hours per week; and
- 2) Continued employment through the ninety (90) day retention period and expected continued employment at thirty (30) or more hours per week.

The total OJT reimbursement amount may never exceed 50% of the Trainee's gross earnings during the training period, or \$5,000 **whichever is less**. Up to half the OJT reimbursement, not to exceed \$2,500, is paid at the end of the training if all conditions for a Training Payment are met (see #9 below).

The remainder of the OJT reimbursement is paid at retention, if all conditions for a retention payment are met (see #9 below). The total OJT reimbursement obligation – the sum of the training payment and retention payment amounts – should be calculated and shown on the top of the Training Plan and is the amount obligated for the training activity.

2. OJT Trainees

OJTs may be written for newly hired employees (within 2 weeks of the hire date or 4 weeks for OJTs originating with staffing services) or for current employees who require additional training to advance in their salary structure to a new position or to a position eligible for benefits.

3. OJT Forms and Paperwork

The following standard OJT forms will be used. The forms are provided as Word Document Forms and are designed to be created on a computer and printed for signature.

- ♦ On-the-Job Training Employer Checklist
- ♦ On-the-Job Training Agreement and Rules
- ♦ On-the-Job Training Plan and Instructions
- ♦ On-the-Job Supplemental Training Plan
- ♦ On-the-Job Training Plan Modification
- ♦ On-the-Job Training Invoice – Training Period
- ♦ On-the-Job Training Invoice – Retention Period
- ♦ On-the-Job Training Exception Request

4. On-the-Job Training Employer Checklist

Complete the Employer Checklist when an employer is interested in entering into an OJT Agreement. OJT agreements cover both new hires and eligible, current employees. The checklist should be updated when the business is sold; transferred; or when any other major changes affecting training, hiring or job retention occur; and at least every other year. Every employer must have a completed, current and signed checklist on file. A copy of the OJT Employer Checklist must be submitted to WICCO Director of Programs.



The first twelve items on the Employer Checklist are informational and designed to trigger discussion around the employer's business and workforce needs. The second eight items are regulatory and may prevent writing the OJT if an irresolvable problem surfaces (refer to the OJT Development Manual for additional details). When the employer representative signs the form, they are attesting to the validity of the regulatory information. The Employer Checklist becomes a part of the OJT Agreement by reference.

This initial discussion should consider each employer's circumstances. For example, relocation need not be discussed with a locally owned grocery store which has been at the same location for ten years. Relocation should be discussed with a national firm with many subsidiaries which is just breaking ground in the area. (See Checklist item #20)

5. **On-the-Job Training Agreement and Rules**

An OJT Agreement is completed after the Employer Checklist has been finalized, and any issues that may have surfaced have been resolved.

Note: If the employer has entered into OJT's in the last two (2) years, the retention rate must either be adequate or an acceptable corrective action plan must be in place. A 75% retention rate is presumed to be adequate. If a lower retention rate has occurred (See Checklist item #20), a reasonable explanation or a corrective improvement must be documented. If fewer than five OJT's have completed in the last two years, the small sample size should also be considered. This calculation is to take into consideration all OJT's written within the Region – if an employer indicates they have used OJT's in the past, check with the WICCO Program Director to determine Regional experience (if any). Any OJT's written for businesses that are located in other regions must be coordinated with that Region and cleared with the WICCO Program Director. Refer to the OJT Development Manual for further detail and information.

The Agreement will cover any positions that have been identified for which the employer expects to need help filling and which are likely to require On-the-Job training; as well as positions which are now filled by eligible adults, dislocated workers or youth who need training to retain employment and advance.

The Agreement and OJT Rules should be reviewed and discussed with the employer (and any involved staffing agency) to assure they understand the intent of the Agreement as well as the restrictions that apply. Both the employer of record and the subgrantee sign the OJT Agreement (see Employer Checklist item #4).

6. **On-the-Job Training Plan and Instructions**

The On-the-Job Training Plan is the document which obligates training funds for a trainee and outlines the planned training activities to be accomplished during the training period. Instructions for making the skill assessments are included on the form.

All trainees must be determined WIA eligible, been newly hired by the employer (within two weeks of the hire date) and determined to require training in order to meet the employer's entry-level standards for the position. Or, the trainee may be a current employee who has been determined WIA eligible and needs training to advance to a new position.



“Skills to be Learned” should be documented in the Training Plan. Put the skills in plain English, basing the score primarily upon the supervisor’s judgment. Training is presumed to be needed when the Skills to be Learned “Starting Capability” scores are either a “1” (beginning) or a “2” (intermediate) and can be raised to “3”s (skilled) by the end of the training period. Exceptions may be granted on a case-by-case basis.

For new hires, the job should be expected to last at least a year and provide at least thirty (30) hours of work each week. The wage in the training plan should be at least \$10.00 per hour plus a benefit package that includes at least medical insurance with an employer contribution toward premiums. Exceptions may be made on a case by case basis.

A current employee must also, as a result of successfully completing the OJT:

- ♦ Expect a wage gain of \$0.50 or more by the end of the training period; or
- ♦ Expect an upgrade to a new position; with the vacancy created for the employee’s previous position “backfilled” with a new hire made through the subgrantee after training is complete.

Case-by-case exceptions may be granted. Examples of exceptions might include (but are not limited to) a worker who:

- ♦ Has a disability and requires retraining; or
- ♦ Will gain medical benefits and regular employment status as a result of the training; or
- ♦ Would avoid a layoff through retraining.

Training need, training completion, and training length are determined trainee-by-trainee using the OJT Training Plan Instructions.

The duration of the training period should be estimated as follows:

- ♦ The subgrantee representative, working with the employer, determines the job title for the position to be trained for by referencing the Occupational Network (O-Net).
- ♦ From O-Net, SVP parameters are obtained. It is within these parameters that the length of training is set (see OJT Development Manual Section VI.D).
- ♦ The subgrantee representative should consider the training needs of each participant.
- ♦ An OJT must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the contract, consideration must be given to the skill requirements of the occupation in conjunction with the academic and occupational skill level of the participant, their prior work experience, and any disability they may have.
- ♦ No OJTs should be written with a training period of less than four weeks or more than 25 weeks (see OJT Commitment Obligation Calculator). Exceptions may be made on a case-by-case basis.
- ♦ A current employee may receive an OJT if they are determined eligible and additional skills and abilities are needed. The OJT “Starting Capability” score and planned gain by the end of the training period document the need for additional skills and abilities and justify the writing of an upgrade OJT.

7. On-the-Job Supplemental Training Plan

Supplemental training tied to training on-the-job may be negotiated using the OJT Supplemental Training Plan. An example is a computer class that is scheduled during the trainee’s normal work hours that would help the trainee better complete their job duties. The employer might agree to



release the trainee for that time period if that trainee agrees to take, attend and make satisfactory progress in the class. Supplemental training is highly encouraged when appropriate and may be paid for, in whole or in part, by the employer, the subgrantee or by the trainee. WIA training funds may be used for supplemental training required as a part of the Training Plan.

8. On-the-Job Training Plan Modification

Modifications to the OJT may be executed as needed. The most common modification is extension of the training period. The second most common modification is a changed training plan. Work conditions often shift or trainee skills may require new work duties or a position change.

9. OJT Invoices

There are two pay points for On-the-Job Training Plan obligations – at the completion of training and at the end of the retention period. The total OJT payment may not be more than 50% of the wages earned during the training period, or \$5,000, **whichever is less**. One-half of the payment is made at the completion of training and the remainder paid 90 days later at the successful retention of the trainee.

OJT Invoice – Training Period: Once all of the “Skills to be Learned” listed in the Training Plan have been scored a “3” (“skilled”), an invoice may be submitted for the training period. The standard for scoring a “3” is “Meets the employer’s standard for the task.” Scoring should consider the employer’s normal expectation for an employee in the same position at the same pay grade and with similar job tenure. Exceptions may be made on a case-by-case basis.

The trainee must still be employed and expected to work at least thirty (30) or more hours each week in the normal course of business after the training period and retention period. No material compliance issues may be outstanding.

Complete all components of the training period invoice and use the calculation on the invoice to compute the appropriate billing amount.

OJT Invoice – Retention Period: The remainder of the OJT reimbursement (no more than 50% of gross wages in the Training Period, minus the Training Payment) may be requested after an additional ninety (90) days has elapsed after training completion and the trainee has retained employment which is expected to provide thirty (30) hours of paid work a week or more.

Exceptions may be granted on occasion. An example of a case when an exception should be made is when a trainee voluntarily switches jobs to increase their pay rate or gain other significant benefits. If the trainee quits or is fired for cause, disqualifying them from receiving unemployment compensation, an exception may also be granted, particularly if the employer has a good retention track record and continues to hire through the WorkSource system.

Total OJT reimbursements for an individual trainee should not exceed the amount obligated as shown on the top of the Training Plan, or any subsequent modifications.

10. Trainees Leave Prior to Completion of Retention

If the Trainee leaves during the training period, the employer will be reimbursed only for 50% of the wages earned during training, prior to separation.



If the Trainee leaves on their own or is terminated for cause during the retention period, the employer should be reimbursed for all training costs (both the training payment and the retention payment). A meeting with the employer should try and determine if the trainee actually went to another employer at an equal or better salary as a result of the training received. Are there circumstances that need to be addressed in future referrals? Can a replacement re-fill the position, with or without another OJT?

If the Trainee is laid off during the retention period, the employer does not qualify to receive the retention payment.

11. Writing a Second OJT for the Same Individual

When training and retention is completed, there may be opportunity to see if an "upgrade" is possible (increasing pay \$.50 an hour or more) and if a "backfill" and a new hire can be negotiated. If "upgrade" is possible, consider writing a second OJT for the same trainee. Significant additional training, as documented in a new Training Plan, must be needed.

12. On-the-Job Training Exceptions

From time-to-time a participant or work conditions may not fit the "OJT" model outlined in this procedure. Exceptions should not become the norm but may be made when appropriate. Recognized exceptions include:

- A. The trainee is not expected to be fully skilled (all "3"s on the Ending Capability score) at the end of the training period, but substantial training has occurred and the trainee is expected to be retained and trained further by the employer. The trainee should have gained a significant number of score points overall: "1"s to "2"s and some "2"s to "3"s, for example. An extension of the training period past the 25 weeks may be warranted or the employer may deem the participant "trained" to a satisfactory level to maintain employment in the position.
- B. A current employee trainee will not achieve a wage gain of 50 cents per hour or more, and no upgrade and "backfill" is expected. If there are other considerations, such as benefits or lay-off aversion, an exception may be warranted.
- C. The job pays less than \$10.00 per hour but a special participant or employer circumstance exists. For example, medical benefits are provided to a single mother on public assistance or an employee with a recent prison stay, but the job only pays \$8.50 per hour. The employer might expect to accelerate pay increases through advancement so that trainees hired at \$8.50 can reasonably expect to earn \$10.00 by retention.
- D. Training is critically needed and results can be measured, but may be for a very short or a very long period of time.
- E. The employer did a good job of training but may not qualify for all or part of the OJT reimbursement because the trainee quit or was fired for cause.
- F. A trainee's individual circumstances should also be considered. For example, the OJT length or amount may be adjusted to reasonably accommodate a learning or other disability.

- G. The trainee is placed in a job that is less than 30 hrs per week because physical or mental challenges limit their ability to work a 30 or more hour work week.

All exceptions should be documented using the On-the-Job Training Exception Request form, and submitted to the WICCO Director of Programs to bring before WICCO's Business Services Committee for review and approval.



Approved:

Frank Wall
WICCO Board Chair

1/19/12
Date



POLICY #: WIA-18

TITLE: Customized Training

Issue Date: December 18, 2003

Revision Date: October 10, 2008

PURPOSE:

The Workforce Investment Act (WIA) of 1998 provides that contracted customized training activities may be provided to eligible Adults and Dislocated Workers, and currently employed individuals. To provide customized training the Workforce Investment Council of Clackamas County (WICCO) and subrecipients are required to meet the following established guidelines contained in this policy.

REFERENCES:

WIA Sections 101 and 134

20 CFR Parts 663.300 - 663.320; 663.440; 663.700 - 663.720; 667.262 - 667.275;

667.400 - 667.410

WICCO #WIA-13 Self-Sufficiency

DEFINITIONS:

Collective Bargaining Agreement: An agreement or contract negotiated between employer and union representatives to assure a sound and mutually beneficial working relationship between the employer and its employees. Such an agreement sets forth the basic terms and conditions of employment.

Customized Training: Training that is designed to meet the special requirements of an employer (including a group of employers); is conducted with a commitment by the employer to employ, or in the case of current workers, continue to employ, an individual on successful completion of the training; and, for which the employer pays for not less than 50 percent of the cost of the training.

Eligible Individual: Individuals who have been determined eligible for adult and/or dislocated worker training services. Training for an individual who is currently employed may be provided when the employee is not earning a self-sufficient wage and training relates to the introduction of new technologies, introduction of new production or service procedures, upgrade to new jobs that require additional skills, workplace literacy, or other appropriate training approved by the WICCO.

Retention: The act of keeping a job beyond the training cost reimbursement period covered by WIA funds.

Unsubsidized Employment: Employment not financed from funds provided under WIA.



POLICY:

WICCO subrecipients who provide WIA-funded customized training activities must require the employer(s) to: a) pay for not less than 50 percent of the cost of the training, b) commit to employ, or in the case of those who are currently employed, continue to employ participants after successful completion of the program, and c) comply with all WIA rules and regulations, related fiscal management requirements, and relevant employment laws and safety rules.

All contractor procedures will incorporate the following guidelines for establishing and delivering training to eligible participants through customized training.

Eligible Employer (Group of Employers) / Training Providers

1. Any employer or group of employers being fully established and operating successfully prior to the date of contract proposal, located in Clackamas County or within the recognized labor market for Clackamas County residents, and meeting the requirements of WIA, is eligible for participation.
2. Training services must be provided in a manner that maximizes informed consumer choice in selecting an eligible provider.
3. If an employer or training provider is a member of the WICCO, then that member shall submit to the WICCO a written conflict of interest statement which would disclose any activity related to WIA and customized training.

Training Costs

Instructors can be either full or part-time educators, or professionals from the business community. Costs may include the course tuition, costs of wages during the time of the training for eligible trainees, facilities costs, and material and supply costs. Purchases of capital equipment or production equipment are not allowed. The employer's contribution must be at least a dollar-to-dollar match of the WIA amount and may be met through cash or in-kind contributions. In-kind contributions may include the value of in-house facilities and eligible trainee wages. Employer contributions must be documented and traceable to original payroll documentation and/or invoices for purchases.

WIA funds may not be used for training that can be paid from other readily available private, government, or grant sources.

Customized Training Protections

1. Customized training participants shall not displace (including a partial displacement, such a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

This policy will remain in effect from the date of issue until such time that a revision is required.



2. Customized training activities shall not impair an existing contract for services or collective bargaining agreement and no such activity that would be consistent with the terms of a collective bargaining agreement shall be undertaken without the *written concurrence of the labor organization and employer concerned.*
3. A participant shall not be hired or promoted to a job if:
 - any other individual is on layoff from the same or any substantially equivalent job.
 - the employer has terminated employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant.
 - the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
4. No funds will be used for customized training for any business that has relocated, until the date that is 120 days after the date on which such business commences relocation, if the relocation of such business or part of a business results in the loss of employment for any employee at the original location and such original location is within the United States.

Administration

1. A written contract signed by the contractor, employer, and training provider is required for each WIA-funded customized training activity and must be completed prior to the commencement of any customized training activity.
2. Contractors are responsible for:
 - a) Completing pre-award assessments to determine if an employer or group of employers and their selected training provider is eligible to for a customized training contract.
 - b) Obtaining necessary information and writing the customized training contract.
 - c) Offering technical assistance to employers.
 - a. Invoice voucher preparation
 - b. Compliance with contract and WIA regulation
 - c. Documenting training costs, including employer-paid costs
 - d. Clarify any questions or concerns of employer
 - e. Be responsible for any changes/modifications to all customized training contracts with employers
 - d) Encouraging employers to use the apprenticeship program on all feasible job classifications.
 - e) Ensuring that all current or new hire positions meet the following criteria:
 - a. Be developed only for occupations in which there is demand
 - b. That full-time employment be available after training is provided



3. All contractors using customized training contracts must establish a monitoring schedule (i.e., frequency and intervals) for current contracts as well as follow-up after contract completion. At least one follow-up visit with the employer should be done after a customized training contract is completed to determine that the agreed-upon wage(s) (and /or wage increase(s)) is/are being paid, that benefits comparable to those received by other workers are being provided to the workers, and to get employer/employee feedback on the customized training experience.

Records Maintenance

The contractor, employer, and training provider shall maintain documentation to support the appropriateness and necessity of the activity for individual participants and to support all related expenditures.

Contractor, employer, and training provider records are subject to review upon request of WICCO, the Oregon Department of Community Colleges and Workforce Development, and U.S. Department of Labor. The Contractor, employer, and training provider shall retain all records in accordance with WICCO's Records Retention policy.

Invoicing

Payments to the employers or training provider by the contractor must be documented by an acceptable invoicing method.

General Provisions/Grant Assurances and Certifications

All contractors, employers, and training providers must adhere to the General Provisions/Grant Assurances and Certifications as written and established by WICCO.

Approved:



WICCO Board Chair

Date 10/16/2008

Subject: WIA Policies – Work Experience	Number: WIA-19
	Page 1 of 5

Effective Date:
1st reading 3-18-04
Approved 5-12-04

PURPOSE

To establish and communicate the principles and guidelines regional contractors will follow to develop and deliver Work Experience opportunities to WIA-eligible customers.

REFERENCES

- Workforce Investment Act, Sections 101, 129, 134
- 20 CFR Parts 663.200; 664.460 and 470.
- Workforce Investment Council of Clackamas County Policy # WIA-04

BACKGROUND

The Workforce Investment Act of 1998 specifies that Work Experience (WE) opportunities may be provided as an intensive service to Adults and Dislocated Workers, and must be made available to Youth for whom the service is deemed appropriate. As one of the methods for delivering short-term pre-vocational services to Adults and Dislocated Workers and an important developmental experience for Youth, the goal of WE is to provide individuals who may have limited experience in the workforce, have “irregular” work histories or otherwise have insufficient on-the-job experience to obtain employment in occupations that will lead to self-sufficiency. A work-based learning alternative, WE relies on a partnership among the customer, contractor, work sites, and employer, as applicable, according to a structured plan. Eligible and registered customers work on employability skills and/or job-specific skills as employees or volunteers on public or private, for-profit or not-for-profit work sites.

DEFINITIONS

1. **Employer:** Where the participant is engaged in a paid work experience, the employer of record, whether or not the employer is receiving a wage subsidy. May or may not also be the participant’s work site.
2. **Work Site:** The private for-profit, not-for-profit, or public organization providing the supervision and on-site location for the work experience. May or may not also be the participant’s employer.
3. **Work Experience (WE)** is a planned, structured learning experience that:
 - (a) Is linked to achievement of necessary workplace readiness, job-specific skills, and/or experience;
 - (b) Is limited in duration as appropriate to the needs of the participant;
 - (c) Takes place in a private for-profit, not-for-profit, or public workplace;
 - (d) Can be paid or unpaid;
 - (e) Can be subsidized or unsubsidized; and,
 - (f) May include:
 1. Instruction in employability skills or in generic workplace skills;
 2. Exposure to various aspects of an industry;