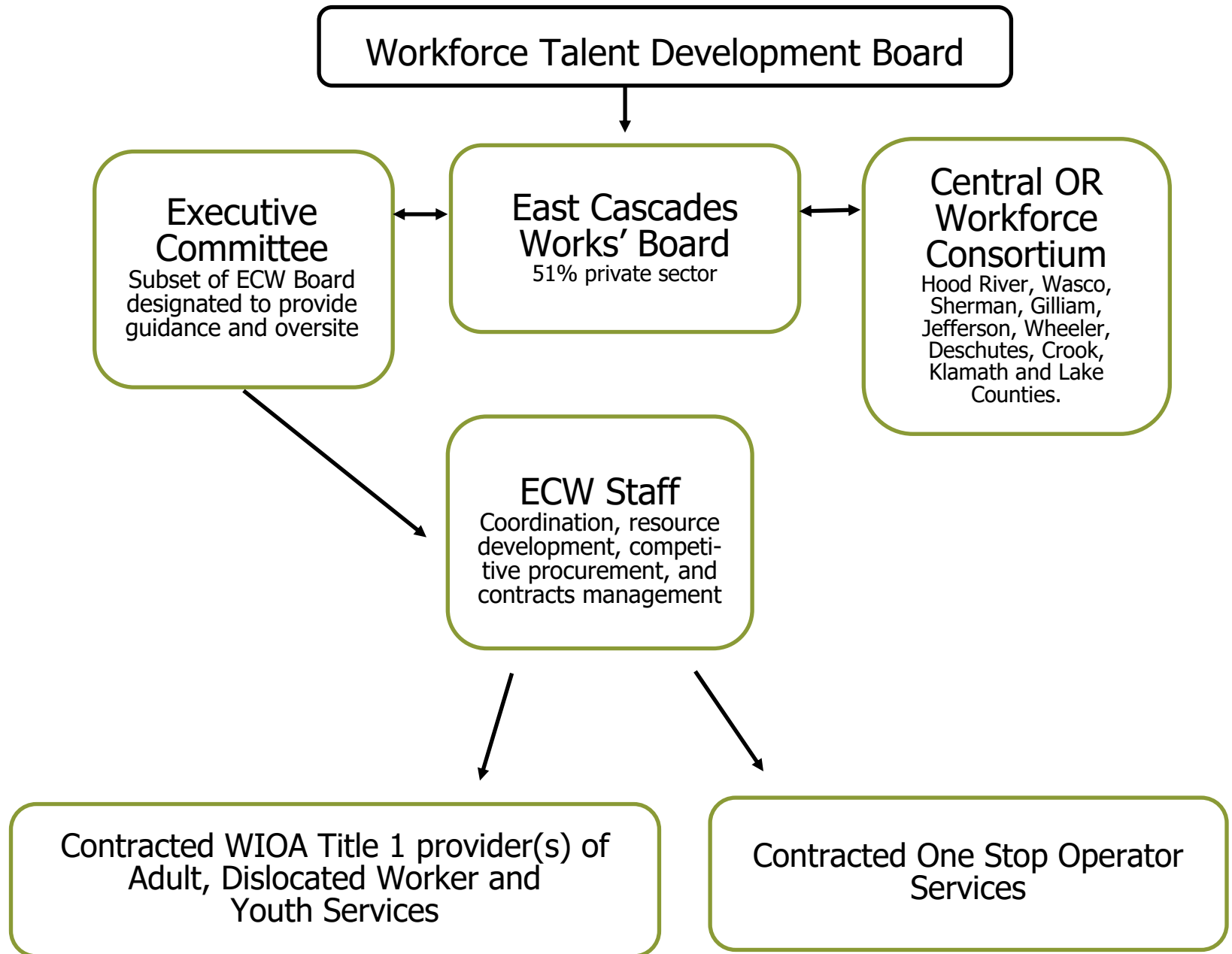


Attachment A

*See accompanying Executive Committee Charter

East Cascades Works





Executive Committee Charter

Overall Roles and Responsibilities

An Executive Committee's authority derives from the authority of the board, and is one of the more important decisions a board makes is to define the role and authority of the Executive Committee.

Given the East Cascades Workforce Board's geographical diversity, the Executive Committee provides a mechanism for board leaders to engage, within the limits set by board policy and the bylaws, in decision making, oversight, and communication on important organizational matters.

The Executive Committee also has the ability to act on behalf of the board in addressing specific needs that arise between meetings of the Board.

Responsibilities

The Executive Committee's specific responsibilities include:

- Exercising some or all powers of the board between regularly scheduled meetings.
- Approving Operational Policies and Procedures and other organizational requirements.
- Serving as a sounding board for management and board staff on emerging issues, problems, and initiatives; including but not limited to those related to contractor performance and management.
- Develop and recommend annual budget for approval to Central Oregon Workforce Consortium (COWC); to be ratified thereafter by the full ECWIB.
- Review and approve annual financial audits and tax returns, as well as monthly and quarterly financial statements.
- Provide a Summary Report of any approved financials to the full board.
- Serve as support to the Executive Director on personnel issues and decisions; and in the event that any grievance or incident reporting should any arise.
- Managing the Executive Director's performance and annual review.
- Reporting to the board on any official actions it has taken, by way of a consent agenda presented at each meeting of the full board.
- Support Executive Director with board member recruitment and provide the COWC with board member recommendations.
- Serving alongside the Executive Director as keepers of community trust and working to ensure that the organization is able to deliver on its mission and goals to serve the community.

The Executive Committee's specific responsibilities **do not** include:

- Taking final action on specific items such as: amending bylaws, obligating the organization to new debt (*exempting rent and lease agreements on real property*), or selling or acquiring major assets.
- Making decisions related to changes in the strategic direction of the organization and/or in relation to the Workforce Innovation and Opportunities Act.

Meetings

The Executive Committee meets on the second Tuesday of every month.

Members

The Executive Committee consists of the board chair, vice chair, treasurer, ex-officio and other members as appropriate and in accordance with ECWIB bylaws and policies.

**EAST CASCADES WORKFORCE
PARTNERSHIP AGREEMENT
BETWEEN THE
EAST CASCADES WORKFORCE INVESTMENT BOARD
AND THE
CENTRAL OREGON WORKFORCE CONSORTIUM**

1. PARTIES

This Partnership Agreement is between the East Cascades Workforce Investment Board hereinafter referenced as ECWIB and the Central Oregon Workforce Consortium hereinafter referenced as COWC, collectively referred to as the "parties."

2. WORKFORCE BOARD(ECWIB) RESPONSIBILITIES

The Workforce Board (ECWIB) shall:

- A. Develop the ECWIB area's strategic workforce plan;
- B. Appoint committees or work groups to oversee work necessary to accomplish each goal in the strategic workforce plan;
- C. Establish standards for and oversee the ECWIB workforce system, subject to the terms of a Memorandum of Understanding ("MOU") executed with partner agencies;
- D. Perform duties as required by the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), the State of Oregon, Federal and State grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;
- E. Serve as the Board of Directors of a nonprofit Oregon corporation, which shall be the grant recipient and administrative entity for the ECWIB workforce area;
- F. Adopt bylaws, which shall be consistent with this agreement;
- G. Inform COWC at a minimum of quarterly of progress in achieving strategic goals and objectives and deliver an annual report on activities during the preceding year;
- H. Hire and evaluate the ECWIB workforce area's Executive Director, who shall staff both parties;
- I. Develop and oversee the ECWIB workforce area's annual budget and expenditures;

- J. Adopt policies, procedures, including but not limited to accounting and monitoring systems, necessary to ensure accountability and compliance with Federal, State and local laws, rules, grant terms and agreements;
- K. Purchase insurance, to the extent it is available, to reasonably cover risks and liabilities;
- L. Solicit and accept public and private funds and enter into agreements with public or private organizations to carry out its functions;
- M. Maintain strong linkages with local governments, educational and economic development agencies;
- N. Procure and award workforce area contracts, make purchases and enter into leases as authorized by the budget;
- O. Establish and maintain a system for accurately tracking customers, services and accomplishments;
- P. Maintain a system to hear and resolve grievances and complaints brought by customers and other interested parties;
- Q. Provide for independent comprehensive financial and compliance audits of all funds and accounts as required by grant agreements and by the Comptroller General of the United States. Audit costs shall be the responsibility of the ECWIB. Copies of audit and monitoring reports shall be furnished within 15 days of receipt by the ECWIB to the COWC;
- R. Comply with all applicable Federal, State and local laws, rules, policies and procedures. In the event liability for ECWIB expenditures or operations occurs, the following priorities shall apply:
 - i. First Priority: ECWIB shall attempt to recover funds from the contractor, agent for third party causing the liability;
 - ii. Second Priority: ECWIB shall attempt to recover funds from an insurance carrier or bond issuer;
 - iii. Third Priority: ECWIB shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
 - iv. Fourth Priority: ECWIB shall repay the liability from its unrestricted funds.

3. COWC AND CHIEF LOCAL ELECTED OFFICIAL RESPONSIBILITIES

- A. The COWC Chair (CLEO) shall appoint ECWIB members in accordance with WIOA, State policies, COWC bylaws and the COWC Intergovernmental Agreement.
- B. The COWC shall review and approve the ECWIB workforce area's strategic workforce plan and annual budget, including major modifications thereto.
- C. The COWC and the CLEO shall perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State policies and the COWC Intergovernmental Agreement.

- 4. CODE OF CONDUCT: ECWIB and the COWC shall mutually agree upon and adopt a Code of Conduct covering all ECWIB workforce area activities and expenditures.

5. DISPUTE RESOLUTION: If a dispute arises between ECWIB and the COWC, each party shall select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who shall be a hearing officer employed and selected by the Oregon Employment Department. The neutral chair may make a motion and call for a vote if a mutually agreed upon resolution cannot be reached and the chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon ECWIB and the COWC.

6. REBRANDING

ECWIB and the COWC may elect to "rebrand" by changing either or both of their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement

7. DURATION

This agreement shall take effect when authorized by the ECWIB and COWC. Either party may withdraw from this agreement by giving advance written termination notice on or before December 31st. Termination shall be effective at midnight of the following June 30th, the end of the workforce program year.

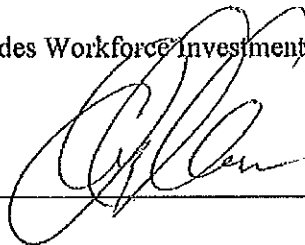
8. LIABILITY

The Workforce Board's nonprofit corporation shall indemnify, defend, and hold harmless, the parties to this Agreement, their officers, agents, and employees, the COWC, and its officers, agents and employees, from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the management of the East Cascades workforce area, including but not limited to, grant compliance. An indemnification clause shall be included in the partnership agreement between the COWC and the Workforce Board. If there is any residual liability for COWC or the Counties that are parties to this agreement, each party shall be liable for the acts or omissions of its officers, agents, or employees. Residual liability pursuant to WIOA Section 107 (d) (12) (B) (i) shall be equitably apportioned between the parties. The Agreement between the COWC and the Workforce Board shall require the Workforce Board to maintain for the duration of the agreement, commercial general liability insurance in an amount not less than 2 million dollars per occurrence to protect the Parties to this Agreement. The Workforce Board shall annually provide to each such Party a certificate of insurance naming the Party, its officers, agents, and employees, as additional insured. Such certificates shall be accompanied by additional insured endorsements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with Oregon or Federal laws are deemed inoperative to that extent."

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

East Cascades Workforce Investment Board Chair:


_____ Date: 6/10/2015

Central Oregon Workforce Consortium Chair:


_____ Date: 6.10.15