

**UPPER SHORE WORKFORCE INVESTMENT BOARD
CHESAPEAKE COLLEGE
ADMINISTRATIVE AGREEMENT**

This Agreement, made this 1st day of October, 2018 by and between the MARYLAND UPPER SHORE WORKFORCE INVESTMENT BOARD, INC., a Maryland non-stock, non-profit corporation (hereafter sometimes referred to as the "USWIB" or the "Board") and CHESAPEAKE COLLEGE, a community college organized under the laws of Maryland (hereafter referred to as the "Administrative Entity " or "College")

WITNESSETH:

WHEREAS, Congress has passed the Workforce Innovation and Opportunity Act of 2014 (hereinafter referred to as the "Act") (Public Law 113-128) now codified as United States Code 29 USC Chapter 32 and

WHEREAS, the Act has as its stated purpose to provide workforce activities, through statewide and local workforce development systems, increase employment, retention, and earnings of participants, increase occupational skills attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation; and

WHEREAS, the Act contemplates and encourages cooperation and partnerships establishing a network between public and private sectors; and

WHEREAS, it is the desire of the parties hereto to facilitate such cooperation and partnership.

NOW, THEREFORE, upon the following terms and conditions, it is agreed:

1. *Local Workforce Development Area (LWDA)*. The Governor of the State of Maryland, has pursuant to Section 106 of the Act, designated the Upper Shore Workforce Development Area ("USWD Area" or "USWDA") comprised of the five (5) Maryland counties of Caroline, Dorchester, Kent, Queen Anne's and Talbot. This Agreement, and the responsibilities herein referred to, covers the USWDB Area.
2. *Establishment of the USWIB*. The Governor of Maryland, pursuant to Section 117 of the Act, established and certified the USWIB as the local workforce development board for the Upper Shore Workforce Development Area. The USWIB is charged with the responsibility of providing guidelines for, and the exercise of oversight with respect to, activities under the US Workforce Development Area Local Plan (as defined in Section 108 of the Act) within the USWD Area. In order to carry out these responsibilities, the USWIB shall have access to such information, concerning

the operation of such programs under the Upper Shore Workforce Development Local Plan, as is necessary.

3. *Grant Recipient.* In accordance with a separate Agreement entered into by and between the USWIB and the five counties that comprise the USWDA, the Local Elected Officials representing Caroline, Dorchester, Kent, Queen Anne's and Talbot Counties shall be designated the Grant Recipient of all Workforce Innovation and Opportunity Act funds.
4. *Designation of Administrative Entity.* The USWIB, with concurrence of the Local Elected Officials is responsible for the selection of an entity to administer the Upper Shore Workforce Investment Board's Local Plan (the "Administrative Entity") Such an Administrative Entity may be a local educational agency within the Upper Shore Workforce Development Area. According, the USWIB herein designates:

Chesapeake College
Post Office Box 8
Wye Mills, MD 21679
(410) 822-5400 ext. 5050
Contact: President of Chesapeake College

as the Administrative Entity to administer the Upper Shore Workforce Investment Board's Operational Plan as adopted pursuant to the Act and to perform those other duties as herein provided.

5. *Functions of the Administrative Entity and the USWIB Staff.*
 - a. The Administrative Entity shall provide such necessary operational, programmatic, support and clerical personnel, as selected by the Executive Director, as may be required under this agreement. The Executive Director shall be responsible for selecting such personnel who directly support the program activities of the USWIB subject to the approval of the Administrative Entity. Such personnel approval shall not be unreasonably withheld. Unless otherwise specified in this Agreement, the personnel policies and practices in effect at Chesapeake College shall govern the staff described herein. The Executive Director and USWIB will comply with all federal and state hiring and employment rules and regulations.
 - b. For the operation of the USWIB's activities, the Executive Director shall prepare a budget each and every year for submission to the USWIB board of directors. Each budget shall be for a fiscal year from July 1st to June 30th next. The budget shall specify, in detail, the necessary monies required to administer the USWIB's Operation Plan within the Workforce

Development Area. Such budget shall be subject to guidance, review, modification, and approval by the USWIB board of directors.

- c. The Administrative Entity will disburse such funds in accordance with the USWIB's approved budget.
- d. The Administrative Entity shall provide at reasonable cost physical office space at the College for the USWIB staff and the Executive Director as approved by the Executive Director.
- e. The Administrative Entity shall perform all functions required by the terms of this Agreement within the budgetary guidelines as approved by the USWIB.
- f. The Executive Director shall prepare and submit an Operational Plan as developed by the USWIB to the appropriate state agencies designated by the Governor's Workforce Development Board (GWDB).
- g. The Executive Director shall prepare, for submission to the US Department of Labor, the Governor of the State of Maryland, and any other appropriate individuals or entities, all grant reports, modification requests and financial reports.
- h. The Executive Director shall implement the policies and guidelines approved by the USWIB.
- i. The Executive Director shall collect program data necessary for management oversight and evaluation by the USWIB.
- j. The Executive Director shall provide technical assistance to subcontractors and other interested parties with regard to the facilitation of the USWIB and the deployment of the Operational Plan.
- k. The Executive Director shall provide periodic reports to the USWIB as requested with regard to the status of the USWIB's Operations Plan and shall provide copies of the same to the Administrative Entity, US Department of Labor, Governor of Maryland, such other state level entities designated by the Governor, and the County Councils or Commissioners included in the USWDA.
- l. The Administrative Entity shall act in the capacity of FISCAL AGENT for the USWIB and as such shall be responsible for the administration and disbursement of funds allocated for development activities in the local area, including: 1) receipt of all USWIB funds and other appropriate

federal, state, or private funds as budgeted by the USWIB and as received by the USWIB; 2) disbursement and allocation of funds for any debt or expense legally allowed through the execution of its duties; 3) development and maintenance of financial accounts and records that are sufficient, to permit the preparation of required reports, and to permit the tracing of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully so that all proper reporting may be made by the USWIB; 4) the preparation of reports, including annual reports, concerning its operations and expenditures as shall be prescribed by the Secretary of the Department of Labor, and regulations and State guidelines thereto, so that the USWIB may make proper reporting thereon; 5) preparation and provision of any and all other necessary financial reports to the USWIB in the intervals, as deemed appropriate by the USWIB; and 6) the functions related to the overhead charges invoiced each year by the College, including but not limited to accounting, human resources, payroll, procurement, accounts payable, and worker's compensation.

- m. The Administrative Entity shall be responsible for monitoring and taking corrective action against any subcontractors, sub grantees, and other recipients to eliminate abuses in any program and to prevent any misuse of funds.
- n. The Administrative Entity shall pursue all necessary and reasonable methods in the collection of disallowed cost, including the institution of legal proceedings.
- o. The Administrative Entity shall enter into contracts with service providers, subcontractors, sub grantees, and other recipients as deemed necessary from time to time. No service provider, subcontractor, sub grantee, or other recipient shall be selected without the concurrence of the USWIB. The Administrative Entity shall include in any contract with any service provider, subcontractor, sub grantee, or other recipients as specific requirement that said party shall repay or restore to the Grant recipient any funds administered under the Act which are later determined to be wrongfully received or expended by such party.
- p. The Administrative Entity shall establish and maintain a grievance procedure for grievances or complaints about its programs or activities from participants, sub grantees, subcontractors, and other interested persons.

- q. The Administrative Entity shall perform such other functions, duties and powers, as are necessary to fulfill its obligations under the Act, regulations thereto, and all State guidelines.
 - r. The policies of the Administrative Entity related to but not limited to fiscal management, personnel, procurement, inventory/property management, time and effort will apply to the personnel who directly support the program activities of the USWIB. Please see section 13 of this agreement for additional special provisions relating to the employment of the Executive Director.
 - s. The USWIB may establish policies related to the functions of the Board itself such as travel, procurement in the case where the College may be a respondent, conflict of interest, etc. USWIB policies will be in compliance with applicable, laws, regulations and grantor guidance.
6. *Term.* This Agreement shall commence on the first day of October 2018, and thereafter shall automatically be renewed from year to year, unless either party notifies the other of its intention not to be renewed at least ninety (90) days prior to the expiration of any one-year period.
 7. *Modification and Amendment.* This Agreement may be modified or amended by the parties upon mutual written agreement.
 8. *Disposal of Assets.* Upon termination of this Agreement, all involved assets shall be disposed of according to the provisions of the Act, regulations thereto, and all State guidelines.
 9. *Limitations of Powers.* No clause in the Agreement shall be construed to empower any party to take action that is not authorized by law.
 10. *Severability.* Should any part, term or provision of the Agreement be decided by a court of competent jurisdiction to be illegal on its face or in application or in conflict with any federal or state law or be otherwise rendered unenforceable or ineffective, the validity of the remaining portions or provisions shall not be affected thereby.
 11. *Authority.* Each of the signers certified that he/she has the authority to execute the same on behalf of its principals to bind its principals with regard to the rights and obligations herein.
 12. *Authority and Responsibility held jointly by both USWIB and the Administrative Entity.*

- A. It is the responsibility of both USWIB and the Administrative Entity to ensure effective service delivery by providing a system encompassing a beneficial mix of program and service options to eligible residents of the USWD Area. Both parties to this agreement shall seek to stimulate the active, effective participation of all sectors of the community in the provision of Workforce Development systems services.

13. *Special Provisions Relating To the Employment of the Executive Director.* The following Provisions pertain to the Executive Director of the USWIB:

The parties hereto agree that the Executive Director shall be deemed an employee of the Administrative Entity to the extent that the Executive Director receives his or her salary and other benefits available to him or her under this Agreement through the College in accordance with this Agreement (see esp Paragraph 5(a) and (r) and Paragraph 13(c)). However, the College shall not exercise dominion or control over the Executive Director nor impose any requirement upon the Executive Director that materially interferes or conflicts with his or her responsibilities to the USWIB. Notwithstanding the above, the Administrative Entity, at its sole discretion, may require immediate removal of the Executive Director from any and all College property or grounds for the commitment of criminal acts or acts of gross misconduct. The Executive Director will not be allowed to return to the property until such time as the USWIB and Administrative Entity agree in writing to a corrective action for such conduct. Removal of the Executive Director from the property will not constitute dismissal by the Administrative Entity.

- A. The Administrative Entity's liability with respect to the employment of the Executive Director shall be limited to actions arising from the administration of the Executive Director's payroll and benefits. Any liability arising from the actions or decisions of the Executive Director shall be the exclusive responsibility of the USWIB.
- B. If the position of Executive Director becomes vacant, the Administrative Entity may provide assistance to the USWIB regarding the hiring of a replacement. However, the selection, retention and hiring of the Executive Director shall be the sole and exclusive responsibility of the USWIB.
- C. The Executive Director shall execute a contract of employment with the Administrative Entity, which contract must be approved by both the Administrative Entity and the USWIB. The term of such employment agreements shall be for a minimum of one year but may be for an additional number of years at the option of the USWIB, subject to written consent by the Administrative Entity.

- D. The parties hereto agree that the Executive Director shall be entitled to the same benefits package as College employees, namely: Campus Benefits, Leave Benefits, Wellness, Holidays, Health Insurance, Tuition Waiver, Financial Planning, Retirement Plans and Professional Development, contingent on the USWIB providing sufficient funding for such benefits. The parties hereto also agree that the USWIB shall have the sole and exclusive authority to set salary, bonus and other monetary compensation of the Executive Director. The Executive Director shall be eligible to participate in one of the retirement programs offered by the Administrative Entity, i.e. either the Maryland State Retirement System or the Teachers' Insurance and Annuity Association-College Retirement Equities Fund (TIAA/CREF), for the term of his or her employment, provided that the expenses of such participation shall be paid either by the Executive Director or from the USWIB's approved budget.
- E. If the position of Executive Director becomes vacant, the Administrative Entity may provide assistance to the USWIB regarding the hiring of a replacement. However, the selection, retention and hiring of the Executive Director shall be the sole and exclusive responsibility of the USWIB.
- F. If the USWIB so determines, the employment agreement with the Executive Director may provide for the USWIB's right to terminate the contract with cause. If such a provision is included in an employment contract, the contract shall provide that the exercise of the right to terminate without cause shall be exercised only after notification to the Administrative Entity and that, as part of any severance compensation agreement, the Executive Director shall execute a release (in a form acceptable to the Administration Entity and its legal counsel) of any claim against the Administrative Entity, its officials, agents or employees, and any other documents reasonably appropriate (in the judgment of the Administrative Entity) for the termination of employment of the Executive Director. The parties expressly agree that any "buy out" or other severance compensation shall be at that the sole expense of the USWIB.
- G. The Administrative Entity shall advise the USWIB of any conduct it believes would warrant the discharge of the Executive Director.
- H. The provisions of this Agreement relating to the discharge of the Executive Director with or without cause shall not affect the right of USWIB to elect not to renew a contract of employment with an Executive Director upon its expiration.
14. *Dispute Resolution.* Any disputes between the parties to the Agreement shall be resolved by good faith negotiation between them. If such negotiations are unsuccessful, both parties shall retain all rights and remedies accorded them by law or agreement.

This Agreement becomes part of the Upper Shore Workforce Investment Board Operational Plan, approved upon signatures of concurrence by the five-county local elected officials of the Plan.

Witness/Attest:

Kate Maxwell

CHESAPEAKE COLLEGE

By: Clifford D. Coppersmith
Clifford Coppersmith, President

UPPER SHORFE WORKFORCE
INVESTMENT BOARD, INC.

Daniel P. Weeks

By: George N. Weeks, III
George N Weeks, III, President