

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 15-03-03-03

IN THE MATTER OF APPROVING KRISTINA  
PAYNE'S EMPLOYMENT CONTRACT AND  
DELEGATING AUTHORITY TO THE  
COUNTY ADMINISTRATOR TO SIGN THE  
APPROVED CONTRACT

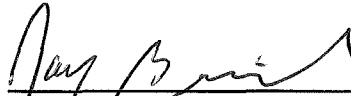
**WHEREAS**, The Executive Director of the Lane Workforce Partnership is currently a joint employee of Lane County and Lane Workforce Partnership; and

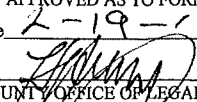
**WHEREAS**, this contract exceeds the County Administrator's to execute per LM 21.137, 21.145 or 21.147 (*insert text or delete as appropriate*).

**NOW, THEREFORE**, the Board of County Commissioners of Lane County **ORDERS** as follows:

The attached contract is approved and the County Administrator is delegated authority to sign the approved contract.

**ADOPTED** this 3rd day of March, 2015.

  
\_\_\_\_\_  
Jay Bozjevich, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM  
Date 2-19-15  
  
\_\_\_\_\_  
LANE COUNTY OFFICE OF LEGAL COUNSEL

**AGREEMENT OF EMPLOYMENT**  
**BETWEEN THE**  
**LANE WORKFORCE PARTNERSHIP**  
**AN OREGON NONPROFIT CORPORATION**  
**AND**  
**LANE COUNTY**  
**AND**  
**KRISTINA PAYNE**

1. Date. Effective January 20, 2015, through June 30, 2015, Kristina Payne is hereby jointly employed by Lane Workforce Partnership and Lane County as the Executive Director of Lane Workforce Partnership for the period set forth above. This Agreement will not be renewed.
  
2. Salary. Effective January 20, 2015, through June 30, 2015, Ms. Payne will be paid a base salary of \$8,462.13 per month.
  
3. Benefits. All fringe benefits will be paid in accordance with Lane County's standard package for management staff.
  
4. Expenses. All normal operating expenses for the Executive Director position will be paid by Lane County under the contract with Lane Workforce Partnership.
  
5. Performance. Ms. Payne will receive a performance evaluation annually and may receive merit increases, assuming performance is satisfactory and dependent on budget constraints. At any time that Lane Workforce Partnership and the Lane County Administrator determine that the performance evaluation of Ms. Payne is less than satisfactory, Ms. Payne will be provided appropriate notice in writing regarding areas of concern and provided no less than three (3) months to improve identified performance deficiencies. If performance does not sufficiently improve in the specified improvement period, then Ms. Payne's employment may be terminated with thirty (30) days severance pay or as otherwise negotiated.

6. Termination. Lane Workforce Partnership and the County Administrator may terminate this employment Agreement for cause after the Lane Workforce Partnership, acting in accordance with its bylaws, and the County Administrator, have given written notice to Ms. Payne of the charges, giving her opportunity and time to respond, and a hearing has been offered to her. "Cause" shall be defined as the appropriate cause of action specified in Lane County's Administrative Procedures Manual. Lane Workforce Partnership and the County Administrator may suspend Ms. Payne with pay pending the outcome of an investigation of the charges. In the event Ms. Payne is terminated for cause, Lane County and Lane Workforce Partnership shall have no responsibility to Ms. Payne for any compensation after the termination date.

Ms. Payne may terminate this Agreement by providing Lane Workforce Partnership and Lane County with thirty (30) days written notice. Lane County and Lane Workforce Partnership may terminate this Agreement at will by providing Ms. Payne with sixty (60) days written notice. In the event Ms. Payne is terminated for reasons other than those provided above, Lane County and Lane Workforce Partnership shall pay to Ms. Payne sixty (60) day's salary after the termination date.

7. Modification. This Agreement may be modified from time to time to reflect the salary performance reviews which occur during appointment, and shall stay in effect unless otherwise mutually revised or cancelled by actions provided herein.

8. Duties. The following duties may be changed based upon changes to State, Federal, or Local laws, rules, and/or regulations or upon agreement of the parties. During the term of this Agreement the duties shall include, but shall not be limited to, the following:

- a. Act as the chief executive officer for Lane Workforce Partnership: responsible for vision, goals, strategic planning and implementation consistent with oversight provided by the Lane Workforce Partnership Board of Directors and manage and direct all of Lane Workforce Partnership's day-to-day operations and functions;
- b. Work with, and provide staff support to, the Lane Workforce Board of Directors to manage and carry out board decisions and regularly inform the Lane Workforce Board of Directors, regarding progress, issues, and activities;
- c. Oversee recruitment, hiring and firing, training, supervision, evaluation, and assignments of Lane Workforce Partnership staff;
- d. Recommend the annual Lane Workforce Partnership budget to the Lane Workforce Board of Directors, including modifications during the program year, and to manage Lane Workforce Partnership expenditures within budget parameters;
- e. Oversee the development and operation of Lane Workforce Partnership's accountability systems including reporting, technology, human resources,

communications, contract compliance and monitoring and risk management in order to provide timely analysis and evaluation to the Board for all funded programs and Lane Workforce Partnership functions;

- f. Oversee the procurement, execution and administration of federal, state, local and foundation grant and contract-funded programs in conformance with board direction and in compliance with governing laws, regulations and policies;
- g. Identify region-wide policies regarding workforce and economic development needs; develop and recommend relevant policies and programs to address these needs; convene develop, and manage collaborative relationships with key stakeholders related to workforce development to promote business competitiveness and individual success in jobs and careers;
- h. Develop and manage effective partnerships between business, education, labor, economic development and other workforce organizations; work with elected officials to increase understanding and support of the workforces system and its role in the community, business, and individual success;
- i. Represent the Lane Workforce Partnership in public forums, by making public presentations and communicate with the community on issues, collaborating with regional partners to develop regional workforce development policies, and attending state, regional, and national forums and conferences.
- j. Work to diversify funding from public and private sources, oversee the preparation of grant proposals and manage Lane Workforce Partnership's contracts and procurements;
- k. Provide leadership, appropriate analysis and interpretation of state and federal rules, regulations, and policies and other communications affecting Lane Workforce Partnership programs and systems;
- l. Provide guidance and compliance with all safety rules and procedures for work areas;
- m. Maintain working conditions for employees and contractors that are in accordance with Lane County rules and requirements and that support a culture which values employee development, integrity in business practices, and quality service delivery;
- n. Any other requirements and duties imposed by law or the Lane Workforce Board of Directors.

9. Miscellaneous Provisions.

a. Venue. Any action or proceeding seeking to enforce any provision of this Agreement or based on any right arising out of this Agreement must be brought against any of the parties in Lane County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

b. Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

c. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.  
If any provision of this Agreement is found to be invalid, all other provisions shall be remain in full force and effect insofar as permitted by law.

d. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

e. Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.



f. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

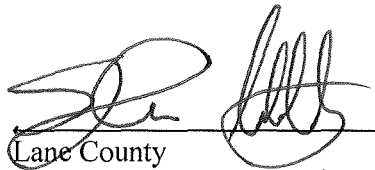
g. Successors and Assigns. Rights and benefits under this Agreement will inure the benefit of and be binding upon Lane Workforce Partnership's successors and assignees Ms. Payne may not assign her employment obligations.

h. Entire Agreement, Modification. This written Agreement is the entire agreement between Lane Workforce Partnership, Lane County, and Ms. Payne. This Agreement may be modified in writing and as approved by Lane Workforce Board of Directors and Lane County. Oral changes shall have no effect.

i. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

AGREED AND APPROVED:

 2/5/15  2/5/15  
Kristina Payne Date Lane Workforce Partnership Date  
By: PAUL A. WROBLEWSKI  
Its: BOARD PRESIDENT

 3-3-15  
Lane County Date  
By: Steve Mokroski  
Its: County Administrator