

Draft - Version 03/04/10

Memorandum of Understanding to provide staffing, payroll and other human resources services between

Partner Organization (insert name)

and Thomas Jefferson Planning District Commission

The Partner Organization (insert name) wishes to provide uniform personnel policies and competitive salaries and benefits to attract and retain key employees. This Memorandum of Understanding between the Partner Organization and the Thomas Jefferson Planning District Commission (TJPDC) is designed to provide a mechanism that will allow the Partner Organization to achieve this goal.

Human Resource Services

The TJPDC through its Executive Director will be responsible for providing staffing, payroll, human resources administration, human resources financial services, and other similar services for the Partner Organization.

Employer of Record

The TJPDC will be the employer of record for all TJPDC Partner Organizations and those employees will be subject to the TJPDC's personnel policies, employee compensation and classification plans, and employee benefits. The TJPDC will provide employees to each Partner Organization and those employees will perform their assigned duties under the direction of the Partner Organization's Executive Director. Although the Executive Director of Partner Organization will be a TJPDC employee, the Executive Director of Partner Organization will perform their assigned duties under the direction of the Partner Organization's Board of Directors.

Partner Organization Directs the Employees' Work

The Partner Organization through its Executive Director is responsible for establishing an annual budget and work program. Both parties agree that the Partner Organization through its Executive Director will organize and direct its staff to best implement and administer its budget goals and work programs. The Executive Director and each employee will be responsible for ensuring that the Partner Organization's policies, instructions, directions, budget goals, and work program are carried out to the satisfaction of Partner Organization's Board of Directors.

Hiring, Promoting, and Reclassification of Employees

Throughout the employee hiring process, the Executive Director of the TJPDC will coordinate with and receive approval from the Partner Organization's Executive Director

on position descriptions, compensation and classification plans, position profiles and recruitment plans for each vacant, reclassified, or new position. The TJPDC as the employer of record and through its Executive Director will provide advice and counsel to the Partner Organization's Executive Director or the Partner Organization's Board of Directors during the hiring process for any new employee. Further, the Executive Director of the TJPDC will provide such advice and counsel during the reclassification or promotion of a current employee. This advice and counsel is intended to ensure compliance with TJPDC personnel policies, compensation and classification plans, and state and federal employment laws and regulations. The Executive Director of the TJPDC will formally extend offers of employment to candidates and give notice of promotion or reclassification to employees of Partner Organizations, only after a favorable recommendation is given by its Executive Director. The TJPDC through its Executive Director will prepare and execute any offer of employment based upon the terms and conditions set by the Partner Organization and in accordance with TJPDC personnel policies.

Disciplining of Employees and Appeals of Disciplinary Actions

The Executive Director of the TJPDC and Executive Director of the Partner Organization each have a duty to report to the other any employee actions which may violate TJPDC personnel policies or state or federal employment law or regulations. Upon notice of a potential violation by an employee, the Executive Director of the TJPDC will investigate and take appropriate disciplinary action as provided by the TJPDC personnel policies up to and including dismissal. All disciplinary actions taken by the Executive Director of the TJPDC will be consistent with this agreement.

No disciplinary action, up to and including dismissal, will be initiated by the Executive Director of the TJPDC until the Executive Director of the Partner Organization has submitted his or her written recommendation on the disciplinary action to the Executive Director of TJPDC. The Executive Director of the TJPDC has a duty to take the recommendation under advisement prior to taking any disciplinary action against an employee.

In the absence of an appeals process under the TJPDC personnel policies, all employee disciplinary actions taken by the Executive Director of the TJPDC resulting from a violation or violations of the TJPDC personnel policies may be appealed to the TJPDC Commission by the Partner Organization's Board of Directors. This appeal must be submitted to the TJPDC Commission in writing by the Partner Organization's Chair within fifteen (15) business days of the disciplinary action. Within fifteen (15) business days, the TJPDC Commission will convene a special meeting to uphold, reverse, or modify by majority vote the disciplinary action taken by the Executive Director of the TJPDC.

Employee Evaluations and Personnel Records

The Partner Organization through its Executive Director agrees to provide annual performance evaluations for each staff member for review and approval by the Executive

Director of the TJPDC. The performance evaluation will be done in a manner and form consistent with the TJPDC personnel policies. The TJPDC through its Executive Director will maintain the personnel files and records for each employee.

Executive Director Contracts and Contract Amendments

The Partner Organization will assign current contracts of each Executive Director to the TJPDC for administration under the terms of this agreement and as the employer of record. The terms of each existing contract will not be amended or otherwise changed upon assignment. The TJPDC will modify, amend, or replace Executive Director contracts at any time upon the written request of the Partner Organization Board of Directors.

Charges

The Partner Organization will pay the TJPDC for staffing and payroll services based on TJPDC costs for staff salary, benefits and overhead to provide those services. The Partner Organization agrees to pay for all costs related to Executive Director contracts. The Partner Organization also agrees to pay all other costs associated with providing these human resources services including but not limited to: any charges for unemployment insurance claims for any past, current or future employees and the administrative cost incurred by TJPDC to provide these services.

Partner Organization agrees that all payrolls, all payroll taxes, payroll tax filing costs and other vendor fees directly related to providing these services will be drafted from the Partner Organization's bank account by the payroll company on the day that payroll is processed by TJPDC.

During the annual development of the Partner Organization's budget the TJPDC will provide a written cost estimate for human resources and payroll services charges. Payments from the Partner Organization will be paid in a frequency as may be agreed to by both parties in advance with a settlement at the end of the year if necessary. Failure to pay under the terms of the agreement shall entitle the TJPDC to immediately terminate this agreement with the Partner Organization.

Limitation of Liability and Hold Harmless

Each party agrees to hold the other party harmless from and against any loss or damage alleged by third parties as a result of the actions of either party. In no event shall either party be responsible to the other for any loss or damages as result of its actions taken in good faith in implementing this staffing services contract. Both parties agree to carry appropriate liability insurance and name each other as additional insured.

Amendments

This Memorandum may be amended at any time with the written consent of both parties.

Termination of Agreement

Either party may terminate this agreement for any reason with sixty (60) days written notice. At termination, the Partner Organization will pay all outstanding administrative costs within the sixty (60) days or other financial arrangements will be agreed upon by board of directors of both parties.

Partner Organization's Representative_____

Printed name_____

Date_____

TJPDC Executive Director_____

Printed name_____

Date_____