

COOPERATIVE AGREEMENT BETWEEN THE BOARD OF SUPERVISORS AND THE CLERK OF THE CIRCUIT COURT OF KING WILLIAM COUNTY, VIRGINIA

THIS COOPERATIVE AGREEMENT, effective as of _____ between the Circuit Court and the Board of Supervisors of the County of King William.

ARTICLE I - SCOPE OF AGREEMENT

This agreement extends to coverage of the County's personnel policies and procedures, as described below, to all employees and deputies of the Clerk of the Circuit Court. This Agreement recognizes that employees and deputies of the Clerk of the Circuit Court and other County employees all serve the residents of King William County. Therefore, this Agreement seeks to establish a uniform personnel system so that the Clerk of the Circuit Court's employees and deputies will have the same rights and benefits and will be subject to the same policies, procedures and regulations as other County employees, except as provided herein. The inclusion of such employees in the County Pay and Classification plan shall not change the status of such employees as appointees of a constitutional officer who serve at the will and pleasure of the Clerk of the Circuit Court concurrent with the Clerk of the Circuit Court's term of office, nor shall it deprive the Clerk of the Circuit Court of control over the actions of their appointees, but shall serve as the basis for supplementation of salaries as permitted by law.

Employees and Deputies will be subject to the County's attached personnel policies and procedures, except the grievance procedure.

All Employees and Deputies of the Clerk of the Circuit Court whether funded by the Compensation Board or by the County shall be placed on the County's pay plan, shall be eligible for the same benefits, and shall receive salary adjustments consistent with those received by other County Employees. This is an endeavor to maintain parity among County and Compensation Board funded positions as it pertains to general employee compensation. In the event, however, that the salary established by the Compensation Board for a given position is higher than that determined by the County's pay plan, the salary set by the Compensation Board shall be applicable to the position.

Nothing in the Agreement shall be interpreted to infringe upon the authority of the Clerk of the Circuit Court to retain control over the operations of their office, including, without limitation, the authority to:

Direct the work of his employees and deputies; hire, promote, transfer or appoint employees and deputies; and discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy.

Such authority shall be exercised by the Clerk of the Circuit Court; however, the procedures shall be in accordance with the County's attached personnel policies and procedures. In addition, the Clerk of the Circuit Court's authority pursuant to Virginia Code Section 15.2-1603 to terminate the appointment of a deputy is not intended to be infringed by this Agreement.

The Clerk of the Circuit Court does not agree to include employees and deputies under the County Grievance Policy or Procedure, as the employees and deputies serve as an extension of the Clerk of the Circuit Court and derive all powers from the status of the Clerk of the Circuit Court as an elected Constitutional Officer. The Clerk of the Circuit Court does agree to abide by all applicable State and Federal law regarding FLSA, FMLA, EEO/AA and other such applicable statutes as applied to appointees of elected officials. Further, the Clerk of the Circuit Court agrees to consult with the County Administrator or his designee.

ARTICLE II- TIME OF PERFORMANCE

This Agreement shall commence as of _____ and is effective until either the Clerk of the Circuit Court's term in office expires on _____ or the below names Constitutional Officer leaves office, whichever event occurs first.

ARTICLE III – LAWS, PERMITS AND RESTRICTIONS

This Agreement shall be governed in all respects, whether as to validity, construction, capacity or performance by the laws of the Commonwealth of Virginia.

ARTICLE IV- POLICIES

The Clerk of the Circuit Court agrees to comply with the following County policies:

- INTRODUCTION
- JOB DESCRIPTIONS
- UNIFORM PAY PLAN
- PERSONNEL POLICIES
 - 4.1 Recruiting and Employment
 - 4.2 Compensation
 - 4.3 Performance Evaluation
 - 4.4 Determination of Hours Worked
 - 4.5 Leave of Absence
 - 4.6 Employee Benefits
 - 4.7 Standards of Conduct
 - 4.8 Layoffs
 - 4.9 Prohibited Conduct

EXHIBITS

- 1 Employee Performance Evaluation
- 2 Written Notice
- 3 Approved Overtime Report
- 4 Unapproved Overtime Report
- 5a Employee Time Record
- 5b Monthly Leave Record
- 6 Vacation Request and Approval

With regard to Section III, Classification of Employees (Table 1), the Clerk and County agree that employees and deputies in the Circuit Court Clerk's Office shall be incorporated in the County Uniform Pay Plan as follows:

CB/Classification	County Job Title	Evaluation Points County Grade
DCIII	Circuit Court Deputy III	(Points and Grade TBD by the County)
DCII	Circuit Court Deputy II	(Points and Grade TBD by the County)

With regard to Section 4.7-D, Notice to Employees, the County and the Clerk agree that this paragraph shall not apply.

The above policies, procedures and amendments and no others are attached to this document and are incorporated herein by reference.

ARTICLE V - AMENDMENT TO POLICIES

The County agrees to provide the Clerk of the Circuit Court with written notice of any change to all attached policies and procedures, and any new policies within thirty (30) days after adoption by the Board. The Clerk of the Circuit Court agrees to respond in writing to the County within thirty (30) days of receipt of such notice as to the Clerk of the Circuit Court's agreement or disagreement with such amended/new policy. No amendments or new policies may be incorporated within this agreement without the written consent of the Clerk of the Circuit Court and the County.

This Agreement constitutes the sole Agreement existing between the parties with respect to this subject matter and there are not other written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and its attached policies and procedures and no waiver of its provisions shall be valid unless agreed to in writing and signed by the County, and the Constitutional Officer.

ARTICLE VI - TERMINATION

- (1) This Agreement may be canceled by either party by giving thirty (30) days written notice to the other, or
- (2) This Agreement shall be suspended in the event Board of Supervisors fails to appropriate or allocate funds for the purpose of continuation of this Agreement, or
- (3) In the event of breach by either party to this Agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the Agreement has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this Agreement, and if the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this Agreement.

ARTICLE VII – PERSONNEL RECORDS AND REPORTS

The County Administrator or his designee shall maintain the official written records of all employment actions for employees and deputies of the Clerk of the Circuit Court. Records and forms will be submitted in accordance with established procedures.

Witness the following signatures and seals:

Clerk of the Circuit Court

County of King Williams
Board of Superviors
County of King William
BY:

County Administrator

Approved as to Form:

County Attorney