

MEMORANDUM OF UNDERSTANDING

THE COLORADO JUDICIAL DEPARTMENT  
and  
THE PUBLIC GUARDIANSHIP COMMISSION

1. **PARTIES.** This Memorandum of Understanding (“MOU”) is made by and between the COLORADO JUDICIAL DEPARTMENT, a branch of Colorado State Government (“Judicial”) and the PUBLIC GUARDIANSHIP COMMISSION (“Commission”) for and on behalf of the OFFICE OF THE PUBLIC GUARDIANSHIP (“Office”), an independent public entity pilot program within the Judicial Department. Judicial, the Commission, and the Office may be referred to individually as a “Party” or collectively as the “Parties.” The Parties agree as follows:
2. **RECITALS & PURPOSE.** The Commission was created, and its five members have been appointed, pursuant to C.R.S. § 13-94-104. The Commission is responsible for appointing a Director to establish, develop, and administer the Office. The Commission must appoint a Director not more than one month after receipt of at least \$1.7 million in gifts, grants, and donations to the Office of Public Guardianship cash fund. The Office and Judicial must operate pursuant to a memorandum of understanding as required by § 13-94-104(4), C.R.S. (2017). This MOU sets forth the Parties’ respective responsibilities to comply with statute, establish a cooperative relationship, and retain the separate and independent status of the Office and its work. When “Commission/Office” is used in this MOU, it means the Commission will hold or be owed certain responsibilities until it appoints a Director, at which time the Office shall then hold or be owed the responsibilities.
3. **TERM.** This MOU shall be effective upon full execution and shall continue indefinitely unless terminated due to statutory changes or replaced with a new MOU.
4. **FINANCIAL.** The Commission/Office may request, and Judicial staff of the State Court Administrator’s Office (“SCAO”) may provide, assistance with budgeting, purchasing, and grants.
  - 4.1 **ACCOUNTING.**
    - a. **Judicial Responsibilities.** Judicial will provide the Commission/Office with accounting assistance until the Office has sufficient accounting staff. Once the Office has obtained sufficient accounting staff, the Office may request, and Judicial may provide, assistance with accounting matters.

**b. Office Responsibilities.**

- i. The Director is responsible for payment of all bills and expenses incurred by the Office.
- ii. The Office retains authority and responsibility for ensuring that all payments comply with state law.
- iii. The Office shall follow Judicial fiscal rules.

5. **HUMAN RESOURCES.** Judicial and the Office shall maintain separate personnel systems, and the employees of each entity will be employees of that entity alone, and shall not be employees of the other entity. Staff of Judicial and the Office shall not be mingled for any purpose in the application of the two similar but separate personnel systems. As an example, but not by way of limitation, in the event of layoff of employees, no employee of one entity may “bump” an employee of the other entity. Judicial and the Office may both utilize any human resources information system implemented by the state of Colorado.

**5.1 Judicial Responsibilities.**

- a. Judicial will provide the Commission/Office with periodic updates of the Judicial System personnel rules as they become available, and will maintain up-to-date postings of said Rules on the Judicial Website.
- b. The SCAO Human Resources Division shall assist the Commission with the hiring process, advertising and posting of the Director position. In addition, the Human Resource Division will assist the Commission with best practices selection mechanisms such as interview questions and job description format.
- c. The SCAO Human Resources Division shall assist the Office with the hiring process, advertising and posting of personnel vacancies. Upon request of the Director, the SCAO Human Resources Division will assist with best practices selection mechanisms such as interview questions and job description formats.
- d. Judicial will process the payroll for the Office with funds appropriated by the General Assembly for the Office, or in the cash fund created pursuant to §§ 13-94-108(1) and (2), C.R.S. (2017), as a result of gifts, grants, or donations that may be received. The Office is responsible for selecting a representative, whose identity and contact information shall be communicated to Judicial, to receive all payroll input and confirm and approve all payroll changes and data input.

- e. Judicial will maintain the leave accountability system for the Office upon a mutually agreed upon date once the Director is appointed. SCAO will enter leave for the Office. The Office will abide by all rules and procedures that govern the leave accountability system. This leave accrual system shall be placed in the personnel rules adopted by the Office. When the state of Colorado implements its new human resource information system, currently referred to as HR Works, Judicial's responsibilities regarding a leave accountability system will cease.
- f. Judicial will assist the Office with Benefits enrollment and termination of Benefits paper work.
- g. Judicial may assist the Director in carrying out employment terminations; however, all final termination decisions shall be made solely by the Director.
- h. The onboarding and new hire of employees shall include a criminal history check. Judicial may assist with the administration of the criminal history check process. All final decisions shall be made in accordance with rules and procedures adopted by the Office.
- i. Judicial shall administer all matters of worker's compensation and short and long term disability; however, subject to any terms and conditions of the respective insurance carrier, the Office shall provide final approval on all matters of worker's compensation and short and long term disability and will retain the final decision-making responsibility.
- j. Notwithstanding other provisions of this MOU, when the state of Colorado implements its new human resource information system, currently referred to as HR Works, Judicial's responsibilities regarding Human Resources matters within the scope of the human resource information system will cease.

## 5.2 Office Responsibilities.

- a. The Director shall determine a separate personnel classification plan, compensation plan, and personnel rules. In order to facilitate the automated personnel tracking and payroll treatment of Office personnel by Judicial, Office classification and compensation plans and personnel rules should mirror the applicable provisions of the Judicial Department Personnel System to the extent appropriate.

- b. The Director will determine personnel policies, such as work hours and work policies.
  - c. The Director will conduct hiring and termination of Office personnel. The Director will perform evaluations of Office personnel. The Office may ask for the assistance of Judicial with annual compensation setting. Judicial, in its discretion, may provide such assistance. The Office shall create and maintain its own merit system.
  - d. Payroll changes will be approved by the Director for all Office personnel. Payroll changes will be communicated to Judicial by the Director. Any such written approval may be in the form of an email.
  - e. The Office shall assume responsibility, in accordance with the personnel rules adopted by the Office, for all wage and hour law compliance, overtime calculations and leave tracking. In accordance with state law, the Office will timely notify Judicial to identify all final check generation regarding terminations, resignations and retirements as well as new employee hiring.
  - f. The Office, subject to any terms and conditions of the respective insurance carrier, shall provide final approval on all matters of workers compensation and short and long term disability and will retain the final decision making responsibility. All such matters shall be administered by Judicial.
  - g. The Director shall have sole responsibility for performance measures including, but not limited to promotion, demotion and discipline of personnel.
6. **INFORMATION TECHNOLOGY.** The Office, once a Director is appointed, will develop and maintain its own website and shall purchase and maintain all of its IT systems, including equipment, servers, network, and software. Until a Director is appointed and information technology for the Office is established, Judicial, as a courtesy and at Judicial's discretion, will post public information on its website for the Commission/Office. For purposes of this section, the Parties shall each select a representative and communicate that representative's contact information to the other Party.

## **7. OFFICE SPACE/FACILITY ISSUES.**

### **7.1 Judicial Responsibilities**

- a. Judicial has no responsibility to provide office space to the Office or Commission. Until the Director is appointed, Judicial will, as a courtesy, provide meeting space in the Ralph L. Carr Judicial Center (Office Tower) for Commission meetings, subject to space availability.
- b. Once the Director is appointed, Judicial will assist the Office with finding office space within the state system. To the extent space is available, and as a continued courtesy, Judicial may provide meeting space in the Ralph L. Carr Judicial Center (Office Tower) for Commission meetings, subject to space availability.


**7.2 OPG Responsibilities.** If there is need for security at a public meeting, the Office or Commission will notify Judicial and will work with the on-site Colorado State Patrol to arrange appropriate security coverage.

8. **CLERICAL SUPPORT.** The Commission/Office may request administrative support that may require, dependent upon the level of support needed, a compensation agreement whereby the Commission/Office will supplement the costs of shared clerical resources. The Office will provide all staff support needed to manage its program. The Office will provide all clerical support for its personnel. If the need for Office administrative support increases, however, the Parties may agree to enter into a compensation arrangement whereby the Office will supplement the costs of a shared clerical resource.
9. **LEGAL SERVICES.** All legal services for the Office and Commission shall be provided by the Attorney General or by outside legal services under contract with the Office or Commission, as approved by the Attorney General.
10. **AMENDMENT.** This MOU may be amended upon written agreement of the Parties.
11. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that nothing contained herein shall give or allow any claim or right of action by any other or third person not a party to this MOU. It is the express intent of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.
12. **CONFIDENTIALITY.** Each Party shall treat the confidential information of the other Party with the same degree of care and protection as it affords to its

own confidential information. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party relating to this MOU.

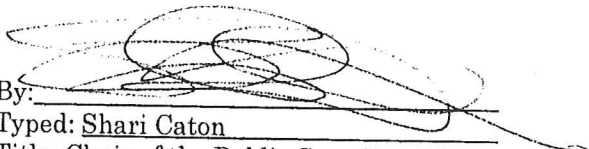
IN WITNESS THEREOF, the Parties have executed this MOU on the dates set forth below.

STATE OF COLORADO  
JUDICIAL DEPARTMENT

By:   
Typed: Christopher T. Ryan  
Title: State Court Administrator

Date: 1/29/2018

OFFICE OF PUBLIC GUARDIANSHIP

By:   
Typed: Shari Caton  
Title: Chair of the Public Guardianship  
Commission, on behalf of the Office  
of Public Guardianship

Date: 1.12.18