

## MEMORANDUM OF UNDERSTANDING

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 20XX, by and between NAME OF CENTER #1, a corporation chartered under the laws of the state of \_\_\_\_\_ and NAME OF CENTER #2, a corporation chartered under the law of the state of \_\_\_\_\_.

WHEREAS, NAME OF CENTER #1 desires to engage the facility maintenance services of the NAME OF CENTER #2 to perform certain duties for and on its behalf as more specifically set forth below, and

WHEREAS, NAME OF CENTER #2 has agreed to provide the facility maintenance services set forth herein to and on behalf of NAME OF CENTER #1 with foundation funding secured from the \_\_\_\_\_ Foundation for a twelve month pilot period of shared services experimentation from [date] through [date].

### THE PARTIES AGREE AS FOLLOWS:

#### **Management Duties of NAME OF CENTER #2**

1. NAME OF CENTER #2 will be responsible for the hiring and dismissal of all of the staff that performs facilities maintenance services at NAME OF CENTER #1 location. The description of the Facilities Worker duties is provided as Attachment A.

#### **Oversight Duties of NAME OF CENTER #1**

2. NAME OF CENTER #1 Program Director will be responsible for maintaining a list of facilities maintenance repair tasks to be completed by NAME OF CENTER #2 personnel. NAME OF CENTER #1 Program Director will be responsible for overseeing scheduled days of work (7.5 hours every other week on a mutually agreed upon schedule), providing guidance to NAME OF CENTER #2 facility maintenance personnel while on site; and acknowledging hours worked on a timesheet maintained by the maintenance worker.

#### **Joint Duties of NAME OF CENTER #2 and NAME OF CENTER #1**

3. Program Directors of NAME OF CENTER #2 and NAME OF CENTER #1 respectively, agree to maintain clear and open communication regarding the duties of the maintenance worker. The parties agree to meet prior to the commencement of services to develop operating agreements, and on a quarterly basis to monitor progress. Both parties agree to protect and safeguard the safety of the maintenance worker while performing assigned job duties, and seek to amicably resolve any disputes.

**Termination**

4. This agreement may be terminated at any time by written agreement of both parties.

**Amendments**

5. This agreement may not be amended or modified except in writing signed by both parties.

**Notices**

6. All notices required or given under terms of this agreement will be delivered or mailed to the parties as follows:

To: NAME OF CENTER #2  
ADDRESS  
c/o NAME OF SITE CONTACT

To: NAME OF CENTER #1  
ADDRESS  
c/o NAME OF SITE CONTACT

**Renewal**

7. This agreement terminates at the end of the current calendar year and is subject to renewal upon review and approval of each party, and subject to availability of funding for continuing services.

**Governing Law**

8. This agreement is governed by and will be interpreted under the laws of the State of .

**Insurance**

9. NAME OF CENTER #1 will provide an insurance certificate naming NAME OF CENTER #2 as a named insured on their General Liability Insurance policy.

**Indemnity**

10. NAME OF CENTER #1 hereby releases and indemnifies and holds harmless NAME OF CENTER #2, its directors, officers and employees from any and all claims, losses, liabilities, damages (including, without limitation, consequential, special, incidental, and punitive damages), costs, and expenses, that may be incurred by NAME OF CENTER #1 in connection with Compass's services under this Agreement, including negligence.

**Signatures**

<p>NAME OF CENTER #1 A NAME OF STATE corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>	<p>NAME OF CENTER #2, A NAME OF STATE corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>
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**MAINTENANCE WORKER**

Under the direction of the Program Director, is responsible for the development and implementation of a preventive maintenance program while maintaining all the physical facilities of the agency and its off-site partner program (Name of Center #1, located at ADDRESS).

**Duties:**

1. Is responsible for making sure that all physical facilities of NAME OF CENTER #2 Children's Center and off-site partner program are in a safe and useful state of repair.
2. Completes all work requests provided by the Program Director. Tasks may include but are not limited to:
  - Change, replace and repair smoke alarms and batteries, door alarm batteries, light bulbs and lighting;
  - Paint offices, lobby, hallways, classrooms;
  - Perform small handyman tasks such as install or repair shelving, tables, chairs, knobs/handles, toys, playground equipment, hang pictures, mirrors, and bulletin boards, replace pegs on climbing wall, sand and stain cubbies, install pegs on coat racks;
  - Perform minor plumbing – fix minor drips and leaks, install washers, and tighten pipes, and unclog drains and toilets. Coordinate with plumber for larger repairs;
  - Maintain exterior of the building – paint touch up and graffiti removal; and
  - Coordinate service, repair and compliance: fire alarm, elevator, refrigerators, stoves, warmer, washers and dryers.
3. Is responsible for or assists in the installation of all equipment.
4. Picks up and delivers to the agency donated items as necessary.
5. Maintains a master list of all keys and dispenses keys to staff, as directed by the Executive Director.
6. Performs other duties assigned by the Program Director.

**Minimum Qualifications Required:**

At least 18 years of age, able to read and write and have a currently valid driver's license with a Class F endorsement. A high school diploma (or its equivalent) is preferred. It is preferable for the Maintenance Supervisor be 21 years of age or older and have prior maintenance-type experience.

**Working Schedule:**

The Maintenance Supervisor is on duty 7.5 hours per week at times arranged with the Program Director at the time of employment.