

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CHATHAM COUNTY BOARD OF ELECTIONS  
AND  
THE CHATHAM COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the County of Chatham (hereinafter "the County") is a body politic and corporate; and

**WHEREAS**, the County has a Personnel Policy and a system of personnel management and administration for County employees as authorized by North Carolina General Statutes Chapter [153A](#); and

**WHEREAS**, the County's Personnel Policy and personnel system apply automatically only to employees of Chatham County government, its agencies, and departments; and

**WHEREAS**, the Chatham County Board of Elections is an independent governmental unit established pursuant to [Article 4 of the North Carolina General Statutes Chapter 163](#); and

**WHEREAS**, the Chatham County Board of Elections recommends the appointment and removal of the Director of Elections to the State Board of Elections and who upon the recommendation of the Director of Elections directly appoints and removes **county board** staff employees who are supervised by the Director of Elections, pursuant to [G.S.163-33 \(10\)](#); and

**WHEREAS**, the Chatham County Board of Elections does not have a personnel office nor a formal system of personnel administration; and

**WHEREAS**, the Chatham County Board of Commissioners may provide personnel administration services to employees of governmental agencies who are not Chatham County employees upon written agreement with Chatham County, except to the extent that such agreement conflicts with the law.

**THEREFORE**, the Board of Elections and the Chatham County Board of Commissioners mutually agree as follows:

**Section 1.** The County of Chatham will, by and through its Human Resources Department, and its enabling authority, the Chatham County Personnel Policy, assist the Director of Elections in providing a uniform system of personnel administration for the director and all other employees of the Chatham County Board of Elections under the rules, regulations, and procedures applicable to Chatham County Employees.

**Section 2.** Chatham County will administer leave policies, and benefits for employees of the Chatham County Board of Elections **as approved by the Board of Elections and subsequently approved by the County Commissioners pursuant to [G.S. 163-32](#), [163-35 \(C\)](#), and [G.S 163-37](#).**

**Section 3.** The Chatham Board of Elections will prepare and present an annual budget to the Chatham Board of Commissioners per [G.S. 163-33 \(11\)](#) that contains a line item for all permanent staff salaries of the Chatham Board of Elections for Board of Commissioners (BOC) approval. [G.S 163-32](#), and [G.S 163-37](#)

**Section 4.** The Chatham County Board of Elections and the Chatham County Director of Elections will observe Chatham County's policies and procedures concerning general employment rules and regulations, and conditions of employment in a manner consistent with the Board's enabling legislation and the Personnel Policies. This agreement does not affect the Chatham County Board of Elections' statutory authority (G.S. [G.S. 163-32](#)) to appoint, hire , remove, or fix the compensation of employees.

**Section 5.** Chatham County's policies and procedures concerning disciplinary actions against employees and employee grievances will govern this aspect of personnel administration, however, any grievances/appeals from employment or personnel decisions made by the Chatham County Director of Elections will be heard and disposed of only by the Chatham County Board of Elections. The Chatham County Board of Elections is encouraged to consult the Chatham County Human Resources Director on any matter of grievance or disciplinary action.

**-Section 6.** The Director of Elections shall represent the Board when signing all county correspondence including Budget, Finance, and Personnel Action Forms for the Board.

**Section 7.** This Memorandum of Understanding will be effective when signed by all parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon ninety (90) days' written notice by any party.

**COUNTY OF CHATHAM, NORTH CAROLINA**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_  
**BY: Chair/Chairman County Commissioners** **Date:** \_\_\_\_\_

Print: \_\_\_\_\_ Sign: \_\_\_\_\_  
**By: Chair/Chairman Board of Elections** **Date:** \_\_\_\_\_

Print: \_\_\_\_\_ Sign: \_\_\_\_\_  
**BY: Director of Elections** **Date:** \_\_\_\_\_

Print: \_\_\_\_\_ Sign: \_\_\_\_\_  
**By: Human Resources Assistant County Manager of Human Resources** **Date:** \_\_\_\_\_