

EMPLOYEE TRANSITION PLAN  
FOR THE  
PROFESSIONAL SERVICE  
MANAGEMENT AGREEMENT  
FOR THE  
CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY

## Recitals

I. This plan formally documents the process for the transition of employees of the Museum of History and Natural Science (the "Museum"). It describes the approach to transitioning employees from the City of Corpus Christi (the "City") to Corpus Christi Management Joint Venture, LLC (CCMJV). CCMJC has contracted with the City Of Corpus Christi to manage the Museum. The contract will turn over management of the day to day operation to CCMJV. CCMJV will be responsible with staffing the Museum within 180 days of execution of the Professional Service Management Agreement (Management Agreement). The period of performance begins on execution date of the Management Agreement.

II. For this transition, the City will maintain its existing staff on-site throughout the transition period. No additional staffing requirements are anticipated to complete the transition to CCMJV. The transition is expected to take 180 days to complete.

## AGREEMENT

This amendment is made to the Corpus Christi Museum of Science and History Professional Service Management Agreement(Management Agreement) previously executed by and between the CITY OF CORPUS CHRISTI, a Texas home rule municipal corporation (the "City") and Corpus Christi Museum Joint Venture, LLC, a Texas limited liability company ("CCMJV"). All other terms and conditions that are not hereby amended are to remain in full force and effect. It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement:

## ARTICLE 1 DEFINITIONS

"BUSINESS DAY" shall mean any day on which banks in the State of Texas are open for business, excluding Saturdays and Sundays.

"CODE" shall mean the City of Corpus Christi Municipal Code, as it may be amended from time to time.

"CITY" shall mean the City of Corpus Christi, Texas and all of its boards, commissions, departments, agencies and other subdivisions.

"CITY COUNCIL" shall mean the city council of the City of Corpus Christi, Texas

"CITY MUSEUM EMPLOYEES" shall mean those persons who are and continue to be regularly appointed to a part-time or a full-time job by the city manager in positions authorized in the Corpus Christi Museum of Science and History Program in the applicable, current city of Corpus Christi adopted budget.

"MANAGEMENT AGREEMENT" shall mean the management agreement with CCMJV and City of Corpus Christi for the operation of the museum.

“MUSEUM” shall mean the Museum of Science and History and related facilities operated on the premises, which is the subject of this agreement.

“TRANSITION PLAN EFFECTIVE DATE” shall mean the date the Management Agreement takes effect.

“TRANSITION PLAN END DATE” shall mean the 180<sup>th</sup> day after the Management Agreement takes effect.

“TRANSFERRED EMPLOYEES” shall mean those persons who elect museum-related employment with CCMJV pursuant to the employee transition plan.

## ARTICLE 2 RESPONSIBILITIES

**2.1 CCMJV Responsibilities.** CCMJV will be responsible for the interviewing of transitioning employees, communication with Museum employees, communication with the City Human Resources Department (HR) with all decisions regarding employment during transition, and hiring of staff to operate the Museum during the performance of the Management Agreement.

**2.2 Museum Employees Responsibilities.** City Museum Employees will be responsible with communication with City Human Resources Department regarding placement, transitioning or resignation. Employees will be responsible with communicating to CCMJV for requesting interview and acceptance or rejection of employment.

**2.3 City.** City Human Resources Department (HR) will be responsible for communication with Museum employees, communication with the CCMJV, attempted internal placements, and reduction of force.

## ARTICLE 3 TIMELINE

**3.1 Within First Sixty (60) Days After Transition Plan Effective Date.** Any Museum Employee wishing to transition to CCMJV must request an interview and submit resume to CCMJV.

**3.2 Within First One-Hundred Twenty (120) Days after Transition Plan Effective Date.** CCMJV shall interview any Museum Employee that has requested an interview.

**3.3 Within first One-Hundred Fifty (150) Days after Transition Plan Effective Date.** Upon a City Museum Employee requesting internal placement, HR will begin a search for internal placement within the city.

**3.4 One-Hundred Eighty (180) Days after Transition Plan Effective Date.** Last day city employed Museum Employees will work at the Museum. CCMJV will have no further

responsibility to City employees. Any City employees not hired by CCMJ or internally placed shall be terminated. Any other obligations to City employees will be City's responsibility.

**3.5 One-Hundred Eighty (181) Days after Transition Plan Effective Date.** CCMJV is responsible for employing all employees of the Museum for the exception of the employee named in Article 6. The City will no longer be responsible for the staffing of the Museum.

#### ARTICLE 4 TRANSITION PROCEDURE

**4.1 Interview Request.** City Museum Employees seeking employment with CCMJV must submit a resume to CCMJV within sixty (60) days of execution of the Management Agreement to receive a mandatory interview. Any resumes submitted after first 60 day will be granted interviews at CCMJV's discretion.

#### **4.2 CCMJV Interviewing.**

**4.21 Mandatory Interview.** CCMJV shall conduct an interview for any resume received within sixty (60) days of Transition Plan Effective Date. CCMJV shall conduct an interview and provide the City Museum Employee with an offer or decline to hire within one-hundred twenty (120) Days of the Transition Plan Effective Date. Failure to give notice as set forth herein shall be CCMJV'S notice that it has declined.

**4.22 Discretionary Interview.** CCMJV may grant an interview for resumes received after sixty (60) days of the Transition Plan Effective Date at CCMJV's discretion. There is no deadline for employment offers for declines for discretionary interviews.

**4.3 City Internal Placement.** Any City Museum Employee may request for internal placement with the City. All requests for internal placement shall be made with HR. Any request for internal placement must be made within one-hundred fifty (150) days of the Transition Plan Effective Date. Employees that are able to be internally placed shall be internally placed as soon as possible. HR shall notify CCMJV of all requests for City Internal Placement. HR will notify CCMJV when the City Museum Employee will be placed internally within the City. Any request for internal placement received after the one-hundred fifty (150) days will not be considered.

**4.31 City Reduction of Workforce.** Any Museum Employee not internally placed shall be terminated effective the Transition Plan End Date in compliance with city policy HR 10.0 Reduction of Force.

**4.4 CCMJV Employment.** City Museum Employees that CCMJV hires will begin employment with CCMJ V as agreed to by CCMJV and employee. City Museum Employees leaving City employment shall give the City two weeks' notice.

**4.5 Replacement of Museum Employees.** CCMJV may replace nonprofessional staff employees that resign or are internally placed within the City. CCMJV shall replace professional

staff employees that resign without transitioning or are internally placed within the City. CCMJV shall restaff the position within two (2) months of placement or resignation. CCMJV affiliates may hire replacement employees during the employee transition period.

**4.6 Replacement of Museum Director.** City agrees that with respect to employment of a replacement Museum Director during the transition period, the City will use its best efforts to recruit a candidate pool. The museum director candidates will go before a Selection Board Committee consisting of City Staff, Advisory Board members, Friends of the Museum members, and Auxiliary members. The Selection Board Committee will recommend a candidate to CCMJV for approval. Upon CCMJV's approval, the City shall hire the approved candidate. If CCMJV does not approve a candidate recommended by the Selection Board Committee, the Selection Board Committee can recommend an alternative candidate if possible. If CCMJV does not approve of any alternative candidates or the Selection Board Committee is unable to recommend any alternative candidates, the City will use its best efforts to recruit a second candidate pool. The hiring of the Museum Director will follow the same procedure for the first candidate pool.

## ARTICLE 5 BENEFITS

### **5.1 Current City Employee Benefits.**

**5.11 City Sponsored Health Insurance.** City makes available two self-insured PPO plans with employer paying portion of premium.

**5.12 City Sponsored Dental Insurance.** City makes available two self-insured PPO plans with employee paying 100% of premium.

**5.13 City Flexible Spending Account Program.** Healthcare, Dependent Care and Insurance Premium Flexible Spending Accounts are available to employees.

**5.15 City Disability Plans.** City provides four plans for disability coverage. Premiums are shared at a percentage: Plan 1: 50/50; Plan 2: 60/40; Plan 3: 70/30; Plan 4: 85/15.

**5.16 City Term Life Insurance.** City pays for term a Basic life & AD&D insurance policy for employees. Additional life insurance is available for purchase by the employee with employees paying 100% of premium at group rate.

**5.17 City Leave.** City employees receive sick leave, vacation leave, personal leave and compensation compensatory time.

**5.18 Retirement.** Full-time City employee's contribute 6% of their salary Texas Municipal Retirement System (TMRS). The City currently matches that contribution at a 2:1 ratio.

**5.18.1 Retirement.** Part-time employees participated into the FICA Alternative Plan through ICMA. This plan was at a contribution rate of 7.5% of their salary with no City Match.

**5.2 Non transfer of Benefits.** No city benefits shall transfer to CCMJV employees. City benefits are not transferable to CCMJV.

**5.21 Non Transfer of Health Insurance.** The City will pay the usual employer contribution until termination date. Coverage under a health insurance plan will cease upon termination date at the end of the pay period in which separation of service occurs. Former Employees may apply for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

**5.22 Non Transfer of Long Term Life Insurance.** The City will pay the usual employer contribution until termination date. Long Term Life Insurance coverage will cease upon termination at the end of the pay period in which separation of service occurs. Former Employees may apply for portability or conversion with life insurance carrier at time of separation.

**5.23 Non Transfer of Leave.** Former city employees will receive compensation for benefits subject to the provisions of the City Charter, City Municipal Code, City rules, state legislation and Human Resources Department Policies.

**5.24 Non Transfer of Retirement.** CCMJV is not a member of the Texas Municipal Retirement System (TMRS). For any employee leaving city employment, vesting date shall be determined at the date of termination.

**5.3 CCMJV Benefit Plan.** CCMJV agrees that with respect to employment of any transitioning employees that CCMJV will use its best efforts to provide hired transitioning employees with health insurance, leave and a 401K retirement plan.

**5.31 CCMJV Health Insurance.** CCMJV may provide full time employees with health insurance with employer portion paid 75% and employee portion paid 25%. Employees will pay 100% for spouse/children health insurance.

**5.32 CCMJV Vacation Leave.** CCMJV may provide full time employees with annual leave based on years with CCMJV. For calculation of leave time, CCMJV will consider Transferred Employee's years with the City for leave accrual. Annual leave does not carry over, is paid at termination and requires 12 months employment before paid at termination. CCMJV's leave accrual schedule is as follows:

1-2 YEARS	40 HOURS
3-9 YEARS	80 HOURS
10+ YEARS	120 HOURS

**5.33 CCMJV Sick / Personal Leave.** CCMJV may provide full time employees with 40 hours per year upon the completion of 12 months of employment. Sick/Personal leave does not carry over, is not paid at termination and has a minimum of 4 hours per occurrence.

**5.34 CCMJV Paid Holidays.** CCMJV may provide full time employees the following paid holidays: 1.New Year's Day 2.Memorial Day 3.Independence Day 4.Labor Day 5.Thanksgiving Day 6.Christmas Day.

**5.35 CCMJV Retirement Plan.** CCMJV may provide full time employees with a 401K option with 3% matching.

ARTICLE 6  
EMPLOYEE EXCEPTION

**6.1 Employee Exception.** City Employee Laura Guerrero has been employed at the museum for around nineteen and half (19.5) years. Laura Guerrero's current position is Sale's Associate. Laura Guerrero reaches eligibility to retire June 1, 2013. Laura Guerrero will remain a City Employee until July 01, 2013. Laura Guerrero will continue performing her duties at the museum past the Transition Plan End Date, until July 01, 2013. Laura will perform her duties under the direction of CCMJV. Laura Guerrero salary expense shall be billed as a Salary Wage expense.

ARTICLE 7  
EQUAL EMPLOYMENT OPPORTUNITY

**7.1 Discrimination Prohibited.** CCMJV shall not knowingly discriminate against any employee or applicant for employment because of age, race, creed, sex, color, disability, or national origin, and CCMJV shall take affirmative action to ensure that any employee or applicant for employment is afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation in selection for training or retraining, including apprenticeship and on the job training. Subject to compliance with such obligations, the CCMJV shall have plenary power with respect to the hiring and discharge of its employees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CORPUS CHRISTI MUSEUM  
JOINT VENTURE LLC

CITY OF CORPUS CHRISTI

By: 

William Durrill  
Principal

By: \_\_\_\_\_

Ron L. Olson  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to legal form: August 30, 2012

Buck Brice

Buck Brice  
Assistant City Attorney  
For City Attorney