

MHMR SERVICES FOR THE CONCHO VALLEY

ADMINISTRATIVE PROCEDURE

Number and Title: 1.06.00.01 Binding Arbitration Procedure

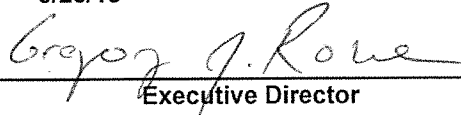
Section: BASIC POLICIES AND PROCEDURES

Reference: Board of Trustees Meeting - March 26, 2015
American Arbitration Association (AAA) - Employment Rules

Initial Date: 3/26/15

Effective Date: 05/01/15

Approved By: _____


Executive Director

4/21/2015
Approval Date

PURPOSE:

To provide a single mechanism to resolve disputes between MHMR Services for the Concho Valley Center and its Employees.

PROCEDURE:

.001 AT-WILL EMPLOYMENT

- (a) Consistent with the laws of the State of Texas, and notwithstanding any provision in an Arbitration Agreement, MHMR Services for the Concho Valley Center personnel rules, or any other writing that does not expressly purport to modify this specific employee's employment at-will status, employee's employment with MHMR Services for the Concho Valley Center, regardless of specific job assignment, is, and shall remain, employment at-will.
- (b) Accordingly, the employee has, and will have, the right to resign from Center's employment at any time, with or without notice, and with or without cause.
- (c) MHMR Services for the Concho Valley Center may terminate the employee's employment at any time, with or without notice, and with or without cause.

.002 ARBITRATION AGREEMENT

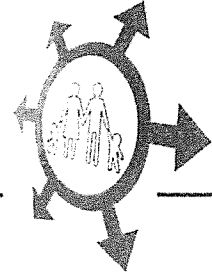
- (a) An Arbitration Agreement is not intended to, and does not, alter the employee's at-will employment status with MHMR Services for the Concho Valley Center.
- (b) Employee's at-will employment with MHMR Services for the Concho Valley Center may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by the employee and MHMR Services for the Concho Valley Center's Executive Director.
- (c) No other representation, whether written or oral may modify this relationship.
- (d) The terms of this Agreement may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by the employee and MHMR Services for the Concho Valley Center's Executive Director.
- (e) Refer to "Attachment A" for a copy of the Center's Arbitration Agreement.

.003 BINDING ARBITRATION:

- (a) Any controversy or dispute between the employee and MHMR Services for the Concho Valley Center or any of its constituent members, employees, officers, agents, affiliates, or benefit plans, arising from or in any way related to the employee's employment by MHMR Services for the Concho Valley Center, or the termination thereof, including but not limited to the construction or application of this Agreement, shall be resolved exclusively by final and binding single-person arbitration administered by the American Arbitration Association ("AAA") under its Employment Rules then applicable to the dispute as modified to limit any arbitration to 120 days and to limit discovery to two depositions per side, each no longer than three hours, and to preclude any written discovery beyond fifteen requests for production.
- (b) Class and/or collective actions are waived and not permitted.
- (c) Each Applicant must agree to arbitrate and to waive class and collective action participation and each Employee, without exception, must sign and agree to the terms of the Arbitration Agreement as a condition of employment with MHMR Services for the Concho Valley Center.

MHMR Services for the Concho Valley

1501 W. Beauregard • San Angelo, TX 76901-4004 • (325) 658-7750 • FAX (325) 658-8381



AT-WILL EMPLOYMENT AGREEMENT

This Agreement (the “Agreement”) is made effective the ____ day of _____, 201__ by and between MHMR Services for the Concho Valley Center, a Texas unit of local government under Texas law, with its principal place of business in San Angelo, Texas (hereinafter “Employer”), and _____ an individual residing in _____ County, Texas (hereinafter “Employee”).

WHEREAS, MHMR Services for the Concho Valley Center and Employee desire that MHMR Services for the Concho Valley Center employ, or continue to employ, Employee under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

Section One—Employment is At-Will

1.1 Consistent with the laws of the State of Texas, and notwithstanding any provision in this Agreement, MHMR Services for the Concho Valley Center’s personnel rules, or any other writing that does not expressly purport to modify this specific Employee’s employment at-will status, Employee’s employment with MHMR Center, regardless of specific job assignment, is, and shall remain, employment at-will. Accordingly, Employee has, and will have, the right to resign from MHMR Services for the Concho Valley Center’s employment at any time, with or without notice, and with or without cause. Similarly, MHMR Services for the Concho Valley

Center may terminate Employee's employment at any time, with or without notice, and with or without cause.

1.2 This Agreement is not intended to, and does not, alter Employee's at-will employment status with MHMR Services for the Concho Valley Center. Employee's at-will employment with MHMR Services for the Concho Valley Center may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by Employee and MHMR Services for the Concho Valley Center's Chief Executive Officer. No other representation, whether written or oral may modify this relationship. The terms of this Agreement may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by Employee and MHMR Services for the Concho Valley Center's Chief Executive Officer.

Section Two—Employee's Duties

2.1 Employee agrees to perform all duties in conformance with all applicable laws and regulations of Texas, the United States, their governmental agencies and, as applicable, all professional standards.

2.2 Employee agrees and acknowledges that continued employment with MHMR Services for the Concho Valley Center is conditioned upon, among other things, Employee adhering to and complying with the business practices and requirements of ethical conduct as might be set forth by MHMR Services for the Concho Valley Center, and that at all times Employee's conduct and ethics shall be above reproach.

2.3 Immediately upon the termination of Employee's employment with MHMR Services for the Concho Valley Center, Employee shall return to MHMR Services for the Concho Valley Center everything in Employee's possession or custody or under Employee's

control which contains or relates to any confidential or proprietary information, together with any copies thereof.

Section Three—Arbitration Required for All Disputes

3.1 Any controversy or dispute between Employee and MHMR Services for the Concho Valley Center or any of its constituent members, employees, officers, agents, affiliates, or benefit plans, arising from or in any way related to Employee's employment by MHMR Services for the Concho Valley Center, or the termination thereof, including but not limited to the construction or application of this Agreement, that might otherwise form the basis of litigation, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Employment Rules then applicable to the dispute. It is the intent of the parties hereto that all disputes between them must be arbitrated expressly including, but not limited to, any dispute about the interpretation, validity or enforcement of this Agreement, any claim of employment discrimination, such as, but not limited to, discrimination based on age, disability, national origin, race, or sex, any claim for compensation or benefits, including any claim under the Fair Labor Standards Act, Texas Payday Act or other federal or state statute or regulation, Family Medical Leave Act (FMLA) or related state law or any related regulation, National Labor Relations Act, Americans with Disabilities Act, as amended, or any related state law or regulation of any sort or any other claim, whether contractual, common-law, or statutory, arising out of, or in any way related to, Employee's Agreement and employment with MHMR Services for the Concho Valley Center, the termination thereof, or any other matter incident thereto.

3.2 The Parties agree that any arbitration shall take place in San Angelo, Texas, or as otherwise mutually agreed by the parties. Notwithstanding the applicable Rules of the AAA which will otherwise govern the arbitration, and except to any modification expressly agreed by all Parties hereto, the Parties expressly agree that:

3.2.1 Any arbitration hearing shall be conducted, and must be concluded, with a decision rendered, within 120 days after the initial claim for arbitration is filed with the AAA by either party and the arbitrator and parties shall be required to effect a schedule consistent with this absolute deadline; and

3.2.2 Discovery in any arbitration shall be limited to, and the arbitrator shall not be authorized to expand discovery beyond, the following:

3.2.2.1 Depositions shall be limited to two depositions per side, each of which shall be limited to three hours of testimony taken by each side.

3.2.2.2 Written discovery shall be limited to one set of Requests for Production, limited to no more than fifteen (15) requests and subpoenas for documents from third parties as may be authorized by the arbitrator in the exercise of their discretion. No interrogatories, requests for admissions, or other written discovery shall be permitted.

3.2.2.3 The parties hereto jointly agree that these limitations on timing and discovery are an important and material cost and time saving aspect of their joint agreement to arbitrate and they shall not be removed or modified except to the extent expressly required by governing Texas or federal law. Accordingly, the parties further jointly agree that, should the AAA refuse to accept jurisdiction over this arbitration for any reason, including these agreed limitations, or should the AAA refuse to enforce such agreed limitations, the parties shall agree to a mechanism for selecting or, failing agreement, will request that a court of competent jurisdiction appoint, a private arbitrator who will arbitrate any dispute using the AAA's rules for employment arbitration, as modified by these agreed limitations.

3.3 In any such controversy, the arbitrator may grant any relief, legal or equitable, interim or final, which could be granted by a court of competent jurisdiction. Further, the parties shall have the right to enforce this Agreement and the prevailing party shall have the right to recover its costs, including both taxable costs and expenses, reasonable and necessary attorney fees, and arbitration fees and expenses, including the fees of the arbitrator, incurred in enforcement, including any confirmation, modification, or vacatur proceeding or appeal from such proceeding.

3.4 Employee agrees that, in the presentation and resolution of any dispute between Employee and MHMR Services for the Concho Valley Center, as well as against Employer's other employees, constituent members, directors or officers, Employee expressly waives the right to participate in any class or collective action and, rather, expressly agrees that Employee will resolve any dispute or claim in a single action between only Employee and MHMR Services for the Concho Valley Center and/or MHMR Services for the Concho Valley Center's other employees, constituent members, directors or officers. Accordingly, Employee shall neither serve as a class or collective action representative nor shall Employee join, seek or agree to join, actively or passively, or participate in any capacity in any class or collective action, no matter how small or minor, of a claimants' or plaintiffs' group, against MHMR Services for the Concho Valley Center and/or MHMR Services for the Concho Valley Center's other employees, constituent members, directors or officers

3.5 This Section 3, including the parties' agreement to arbitrate all disputes and Employee's waiver of any class or collective action, shall survive the termination of Employee's employment with MHMR Services for the Concho Valley Center and this Agreement and is governed by the Federal Arbitration Act.

Section Four—General Provisions

4.1 Any notice or election hereunder shall be made in writing, delivered to the last known address of the other party, and shall be effective upon receipt if hand delivered, or if by mail, upon deposit in the U. S. Mail. Notice by mail shall be sent certified mail.

4.2 No waiver of any provision hereof shall constitute any general waiver of such provisions, but all the terms and conditions hereof shall remain in full force and effect except as in each specific instance the same may be specifically waived.

4.3 The rights and duties of the parties to this Agreement, including but not limited to Section Three of this Agreement, may be assigned, conveyed, or sold by MHMR Services for the Concho Valley Center and shall be binding upon Employee. This Agreement is not assignable by Employee to any entity or person for any consideration whatsoever without MHMR Services for the Concho Valley Center's express written consent.

4.4 This Agreement shall inure to the benefit of and be binding upon the parties hereto, their spouses, successors, heirs, legal representatives, or permissible assigns.

4.5 The parties agree the provisions of this Agreement are severable to the extent necessary to make this Agreement enforceable and the invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions hereof.

4.6 This Agreement is made and entered into within the State of Texas and the parties agree it, and Employee's employment with MHMR Services for the Concho Valley Center, shall be governed by and construed in solely in accordance with, under, and pursuant to the laws of the State of Texas, and shall be performable in the State of Texas. The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

4.7 The parties agree this Agreement embodies all agreements existing between Employee and Employer and that no representative of either party shall have the power to alter or waive any of the terms or conditions hereof except in a separate writing, duly signed by both parties, and then attached hereto.

Executed this _____ day of _____, 201__.

EMPLOYEE

MHMR Services for the Concho Valley Center

By: _____

Title: _____
(Employee's Supervisor)