



**MEMORANDUM
HUMAN RESOURCES**
County of Placer

TO: Honorable Board of Supervisors **DATE:** November 29, 2022
FROM: Kate Sampson, Director of Human Resources
SUBJECT: Appointment and Employment Agreement for County Executive Officer

ACTION REQUESTED

Approve the appointment of Jane Christenson as the County Executive Officer and authorize the Board Chair to execute the Employment Agreement.

BACKGROUND

To fill the current County Executive Officer (CEO) vacancy, the Board of Supervisors (Board) utilized the services of an executive recruitment firm to conduct a nationwide search for a new CEO. The recruitment attracted a strong pool of applicants from across California, as well as other states.

At its November 8, 2022 meeting, the Board announced their selection of Jane Christenson, Acting CEO, and directed the Human Resources Department to work with Ms. Christenson on proposed employment terms and conditions.

In accordance with this direction, an Employment Agreement has been prepared that contains salary and benefit terms that align with the adopted salary range and benefits package for the County Executive Officer. The annual starting salary reflected in the Employment Agreement is \$272,875.20, the second of five steps in the CEO Salary Range A. The start date will be November 29, 2022 for a two-year term.

Benefits, including management leave, health, dental, vision and life insurance, sick leave accrual, retirement plan and contribution amounts are consistent with other appointed Department Head employees, as provided in Attachment B. Additionally, the proposed agreement provides for an initial allotment and accrual of 20 vacation days per year.

FISCAL IMPACT

The costs associated with the proposed employment agreement are included in the adopted Fiscal Year 2022/23 budget for the County Executive Office.

ATTACHMENTS

Attachment A – Employment Agreement
Attachment B – Description of Benefits

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the County of Placer ("Placer County") and Jane Christenson ("Employee") and is dated this 29th day of November, 2022.

Placer County desires to employ Employee as its County Executive Officer.

Employee desires to serve as the County Executive Officer of Placer County beginning November 29, 2022.

The Placer County Board of Supervisors (hereinafter "Board") as appointing power, and Employee desire to agree in writing to the terms and conditions of Employee's employment as the County Executive Officer.

AGREEMENT

1. DUTIES.

(a) Placer County hereby agrees to employ Employee as County Executive Officer of Placer County to perform the functions and duties as specified in the Placer County Charter, the Placer County Code and other ordinances and resolutions, and to perform other legally permissible and proper duties and functions as the Board may from time-to-time assign.

(b) Employee shall perform Employee's duties to the best of Employee's ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by Placer County.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law and agrees that Employee will not take any position, paid or otherwise, which may, in any degree conflict or appear to conflict with the duties inherent in the position of Placer County Executive Officer. Prior to performing any

services under this Agreement and annually thereafter, the employee must complete disclosure forms required by law.

2. TERM.

The initial term of this Agreement shall be two years (2 years) from November 29, 2022 to November 29, 2024 (“Initial Term”) unless terminated by either party in accordance with the provisions set forth in Paragraph 3 or unless terminated for cause or in the event of death or permanent disability of Employee. This Agreement may be renewed for additional terms of three (3) years each upon written agreement of the parties. In the event either party determines that it does not intend to renew the Agreement, that party shall give ninety (90) days' notice of the intent to not renew the Agreement. Employee agrees to remain in the exclusive employ of Placer County during the term of this Agreement.

3. RESIGNATION AND TERMINATION.

(a) Employee may resign at any time and agrees to give Placer County thirty (30) days advance written notice of the effective date of Employee's resignation. Placer County may terminate this Agreement with cause upon fifteen (15) days written notice to Employee. Placer County may terminate this Agreement without cause upon (30) days written notice to Employee.

(b) For the purposes of this Agreement, termination “with cause” or “just cause” shall mean acts, errors or omissions that discredit the County as determined by a vote of the majority of the Board of Supervisors; conviction for intentional or willful violation of any law, rule, or regulation or final cease-and-desist order (other than minor traffic violations or similar offenses); any act of dishonesty, fraud, embezzlement, theft, willful misconduct, acts of moral turpitude, any breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, or a material breach of any provision of this Agreement by Employee.

(c) The parties recognize and affirm that: 1) Employee is an “at will” employee whose employment may be terminated by Placer County without cause;

and 2) except as provided in (f) below there is no express or implied promise made to Employee for any form of continued employment.

(d) The decision to terminate may be made in closed session in accordance with the Ralph M. Brown Act.

(e) The Employee may choose to resign Employee's office within fifteen (15) days, instead of being terminated, if an action by the Board to terminate has been made in closed session. In such an event, paragraph 4 remains applicable.

(f) County may not terminate Employee without cause as set forth herein during the ninety (90) day period preceding or following any County election for membership on the County Board of Supervisors, or during the ninety (90) day period following any change in membership of the Board of Supervisors. This provision shall only be in effect during the Initial Term of the Agreement or during the term of any amendments thereto.

4. SEVERANCE PAY.

If Employee is terminated by the Board while still willing and able to perform the duties of County Executive Officer, Placer County agrees to pay Employee upon separation a cash payment equal to six (6) months base salary (including the 30-day notice period provided) defined as the rate outlined in the then current range and step of Employee. Employee may request the severance be paid out over two (2) tax years if the same is approved by the County Auditor. Employee may at her election continue to receive benefits provided by the County consistent with State or Federal law, but the full costs of any such benefits shall be exclusively at the cost of the employee, except County agrees to reimburse Employee for six (6) months of COBRA payments. The County will as required deduct appropriate employee costs for County, State or Federal charges. Such payment will release Placer County from any further obligations under this Agreement and any other provisions of law. In addition to severance pay any unpaid, previously accrued leave, including but not limited to vacation, management leave, sick leave, floating holidays, or any other accruable

leave that may have accrued at the time of severance, will be dispersed in the same manner as then provided to management employees. Severance pay shall not apply to termination for “just cause” or “with cause” which shall mean acts, errors or omissions that discredit the County as determined by a vote of the majority of the Board of Supervisors; conviction for intentional or willful violation of any law, rule, or regulation or final cease-and-desist order (other than minor traffic violations or similar offenses); any act of dishonesty, fraud, embezzlement, theft, willful misconduct, acts of moral turpitude, any breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, or a material breach of any provision of this Agreement by Employee.

In exchange for severance pay, Employee agrees that at the time of payment of the severance Employee will execute a release of all claims related to Employee’s employment with Placer County. Provided, however, if Employee is terminated for good cause Placer County shall have no obligation to continue the employment of Employee or to pay the severance set forth in this paragraph. If Employee is convicted of a crime involving abuse of office or position, as defined under Government Code Section 53243.4, Employee shall reimburse any paid leave or cash severance provided by the County upon separation.

5. SALARY.

Placer County agrees to pay Employee the salary of ADHD Grade 708, Range A, starting at Step 2, with a current annual value of **\$272,875.20**. The applicable law, including Placer County ordinances and resolutions relevant to managers and department heads, will control on all elements of payment and accrual of compensation.

6. SUPPLEMENTAL BENEFITS.

Placer County shall also provide the Employee the same benefits and leaves as provided to management employees, commensurate with Employee’s appointment as a department head, and as they may be amended from time to time. Further, upon the beginning of the contract, Employee shall be granted an

initial 20-day vacation leave and shall begin to accrue vacation leave at the accrual rate of 20 days per year (0.0769 hours earned per hour). All actions taken by Placer County relating to benefits for management employees shall be considered actions granting the same benefits to or imposing the same restrictions on Employee. Employee shall be provided appropriate basic tools, cell phone, computer, and travel and training costs, including membership in professional associations such as ICMA, consistent with the budgetary process for the County.

7. PERFORMANCE EVALUATION.

The Board may evaluate Employee's performance on a quarterly basis. In addition, every year of this Agreement the Board and Employee will conduct a 360° evaluation and set goals and objectives for the ensuing year. It is anticipated that during the third (3rd) quarter of the second (2nd) year of the Initial Term the Board will discuss potential extension of the Initial Term of the Agreement. Progress on the salary range set out in Paragraph 5 shall require action at a regular meeting and is expressly conditioned upon the employee receiving a positive performance evaluation.

8. INDEMNITY

Placer County shall defend, hold harmless and indemnify the Employee, notwithstanding the fact that the Employee may have concluded service or employment with Placer County, against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, arising out of an alleged act or omission occurring in the good faith performance of the Employee's duties on behalf of Placer County and within the scope of the Employee's employment with Placer County, unless the act or omission is alleged to involve any dishonest, fraudulent, criminal or malicious act or willful or wanton misconduct or unless the act or omission is alleged to be outside the scope of her employment, in which case defense

shall be provided under a reservation of rights pending final legal determination of the legal action including any appeals brought by either party.

Employee shall cooperate with the defense of any claims, lawsuits or other legal proceedings beyond the Employee's service to Placer County as long as litigation is pending; shall attend reasonably necessary interviews, depositions, hearings and trials; and shall assist in securing witnesses and evidence. For any litigation to which the Employee is a witness or advisor to Placer County, Placer County agrees to pay all reasonable litigation expenses of the Employee throughout the litigation including reasonable travel expenses and shall compensate for the Employee's time at an hourly rate determined by the CEO's ending annual base salary.

9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Board, by resolution or ordinance, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided that such terms and conditions are not inconsistent with provisions of this Agreement or other law. All determinations as to the reportability of any compensation shall be made as mandated by the California Public Employee's Retirement law in effect at the time the compensation is earned, and the County makes no representations or guarantees as to that system's treatment of compensation with respect to total final compensation or service credit.

10. NOTICES.

Any notices required by this Agreement shall be in writing and either given in person or by First Class Mail with the postage prepaid and addressed as follows:

COUNTY: Board of Supervisors
c/o Chairperson
175 Fulweiler Avenue
Auburn, CA 95603

EMPLOYEE: Jane Christenson
175 Fulweiler Avenue
Auburn, CA 95603

Employee agrees to provide County of Placer her current mailing address after conclusion of this Agreement in furtherance of her obligations under Paragraph 8 of this Agreement.

11. ASSIGNMENT.

This Agreement is not assignable by either Placer County or Employee. Any assignment by either party shall be void.

12. COOPERATION.

Both Employee and Placer County agree to act in good faith in dealing with one another pursuant to this Agreement. Each Party agrees to not undermine the rights of the other Party hereto with respect to the Agreement and each party will cooperate with the other in achieving the goals of this Agreement; provided, however, that nothing in the foregoing will be deemed to limit or otherwise affect the rights of a Party to terminate this Agreement as provided herein. At the time of separation, each party further agrees to cooperate fully in executing any and all further documents and taking any additional action necessary to carry out the intent of this Agreement.

13. SEVERABILITY.

If any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are either wholly inseparable from or cause a failure of consideration regarding the remaining portion of the Agreement.

14. COUNTERPARTS.

This Agreement may be executed simultaneously in counterparts and each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument.

15. ENTIRE AGREEMENT, MODIFICATION

This Agreement constitutes the entire agreement between the parties and both parties acknowledge there are no other agreements, oral or otherwise. The parties agree that this Agreement cannot be amended or modified without the written consent of both parties.

Date: _____

JANE CHRISTENSON
Employee

Date: _____

CINDY GUSTAFSON, Chair
Placer County Board of Supervisors

APPROVED AS TO FORM

KARIN E. SCHWAB
County Counsel

Appointed Department Heads

BENEFITS

Auto Allowance

\$750/mo.

Bereavement Leave

May use up to five days of sick leave.

Cafeteria Plan

Management employees receive \$4,000 per year, pro-rated for hires/promotions after the first of the year. This can be used for a contribution into a 401(k), dependent care, medical co-insurance or cash.

Deferred Compensation

Voluntary 457 and 401(k) are available through payroll deduction. The County matches employee contributions to a 401(k) \$1 for every \$4, to a maximum of \$750/ year.

Education Allowance

Tuition reimbursement available for approved classes up to a maximum of \$1,200 per year.

Health, Dental and Vision Insurance

The County provides Medical, Dental and Vision insurance for its employees and their dependents.

MEDICAL: Several medical plans are offered through CalPERS, including HMO and PPO plans. The County pays 80% of the selected plan's total premium.

DENTAL AND VISION: The County pays the full premium for the employee; the employee pays the premium for dependents. Specific costs for individual plans and coverage options can be found in the [Employee Benefits Guide](#)

Holidays

13 paid holidays/year, one of which is a floating holiday. Pro-rated for part-time employees. Employees hired after July 1st will not receive the floating holiday until the following year.

Life Insurance

A \$50,000 life insurance policy is provided at no cost to the employee. Additionally, a \$10,000 Accidental Death & Dismemberment policy is also provided at no cost to the employee. Supplementary coverage is available for purchase for the employee and qualified dependents for both plans.

Management/Admin. Leave

100 paid hours/year. Pro-rated for hires/promotions after the first of the year.

Retiree Medical Insurance

- Hired prior to 01/01/05 with 5 years of PERS service credit, same as an active employee.
- Hired after 01/01/05, 10 years PERS service credit, 5 years with Placer County, 50% of the County contribution. Additional 5% for each additional year of service.

Retirement

Placer County pension plans are administered by the California Public Employees Retirement System (CalPERS). Placer County has three pension tiers for Miscellaneous members: 2.5% @ 55, 2.0% @ 55, and 2.0% @ 62. The tier an employee is placed in is dependent upon hire date and CalPERS membership

date. New hires will generally be placed in 2.0% @ 62 formula. Both the employer and the employee contribute 6.2% into Social Security and 1.45% into Medicare.

Pensionable compensation limits are set each calendar year by CalPERS. Please see www.calpers.ca.gov for questions regarding compensation limits.

For questions regarding employee and employer CalPERS pension contribution amounts, please contact the Human Resources Department.

Sick Leave

12 paid days/year, no cap on accruals. Pro-rated for part-time employees.

Special Assign/Additional Pay

- Longevity Pay
 - Permanent employees hired prior to November 1, 2019
 - 10 years (20,800 paid hours) of continuous paid service – Additional 2%
 - 15 years (31,200 paid hours) of continuous paid service – Additional 3%
 - Permanent employees hired on or after November 1, 2019
 - Not eligible

Vacation

Permanent employees having the following service hours shall accrue at the following vacation rate for each hour in a paid status. Overtime is not included, and not to exceed credit for more than eighty hours in paid status in a pay period.

0 to 4,160	=	10 days
4,161 to 8,320	=	12 days
8,321 to 18,720	=	15 days
18,721 to 39,520	=	20 days
39,521 or more	=	25 days

