



**MEMORANDUM
COUNTY EXECUTIVE OFFICE
ADMINISTRATION
County of Placer**

TO: Honorable Board of Supervisors DATE: December 6, 2022
FROM: Jane Christenson, County Executive Officer
By: Genna Martin, Administrative & Fiscal Operations Manager
SUBJECT: Employment Agreement with Stephanie Yeager as District Assistant Aide for
District 1 Supervisor

ACTION REQUESTED

Approve an Employment Agreement with Stephanie Yeager to work as a District Assistant Aide for the District 1 Supervisor for the term of January 1, 2023, to June 30, 2023, at the Unclassified Salary Schedule Grade UA4, Range B, Step 1 at an hourly rate of \$26.18 per hour and authorize the County Executive Officer to execute the agreement.

BACKGROUND

District Assistant Aides perform a variety of administrative services and program assignments in support of the District Supervisor and the County Executive Officer or designee. The nature, diversity, and scope of responsibilities originating from an elected member of the Board of Supervisors require knowledge of community interests and governmental functions, and the frequent use of discretion, initiative, and independent judgment. Incumbents function in a staff capacity and provide direct support and assistance through general administrative and specialty services specifically to the District Supervisor or District Director.

FISCAL IMPACT

The total annual cost of this agreement is estimated at \$54,455. Funding for this agreement is available in the FY 2022-23 budget for CC10002 - Board of Supervisors. There is no additional impact anticipated to the General Fund.

ATTACHMENTS

Attachment 1 – Employment Agreement for Stephanie Yeager

DESCRIPTION:
EMPLOYMENT AGREEMENT
BOARD OF SUPERVISORS
DISTRICT ASSISTANT AIDE, DISTRICT 1

CONTRACT NO: _____
BEGINS: January 1, 2023
ENDS: June 30, 2023
ADMINISTERING AGENCY: BOS

EMPLOYMENT AGREEMENT
Board of Supervisors District Assistant Aide

THIS AGREEMENT is between the County of Placer ("Employer") and Stephanie Yeager ("Employee") and is dated January 1, 2023

RECITALS

- A. The position of Board of Supervisors' District Assistant Aide is a unique position in Placer County employment in that the employee filling the position is selected by and hired to assist a specific Supervisor. Should the particular Supervisor leave office, the District Assistant Aide shall be separated from employment. District Assistant Aides are also subject to the administrative supervision and control of the County Executive Officer or designee.
- B. Supervisor Bonnie Gore and the County Executive Officer for the County of Placer are, jointly and individually, the appointing authority (hereinafter "Appointing Authority") for purposes of this Agreement. The Appointing Authority and Employee desire to agree in writing to the terms and conditions of this appointment as District Assistant Aide.
- C. At the request of Supervisor Bonnie Gore, Employer desires to employ Employee in the position of District Assistant Aide for the District 1 Supervisor, in the Placer County Board of Supervisors' Office. Employee desires to serve as District Assistant Aide for the District 1 Supervisor of the Board of Supervisors' Office for the County of Placer beginning January 1, 2023.

AGREEMENT

1. APPOINTMENT.

Contingent upon successful completion of a background investigation and a pre-employment medical evaluation, Employer hereby agrees to employ Employee as a District Assistant Aide for the District 1 Supervisor in the Board of Supervisors' Office of Placer County.

2. DUTIES.

- A. Job duties for this position are detailed on attached Exhibit A as generally set forth in the current Board Personnel Staff Ordinance, or as may be amended by the Board. Employee shall work under the direct supervision of the District 1 Supervisor or District Director, and concurrently under the direct supervision of the person or persons assigned by the County Executive Officer or their designee.
- B. Employee will perform the functions and duties in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the Employer, including but not limited to the following:

Contract Employment Agreement
District Assistant Aide, District 1
Effective January 1, 2023 – June 30,
2023

- Provisions of the Placer County Code that are generally applicable to County employees and specifically to Confidential employees.
 - Placer County adopted employee policies, including but not limited to the Reasonable Accommodation policy, Code of Ethics, Voicemail E-mail Internet & Computer Use policy, Workplace Discrimination, Harassment & Retaliation policy, Workplace Relationships Policy, Workplace Violence policy, and such other rules, policies, and procedures that the Board may adopt for its employees.
- C. Employee shall devote such time as is reasonably necessary to perform assigned duties up to a maximum of 480 hours during the Term of this Agreement.
- D. Any complaints or violations of County policies shall be investigated by the Human Resources Department. Employee shall cooperate in any and all investigations being undertaken by or on behalf of the County. Employee shall cooperate with the County's attorney, investigator, or risk manager with respect to any and all litigation or potential litigation in which the County has an interest, or other litigation or legal process in which the County has an obligation or interest in complying.
- E. 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. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete all disclosure forms that are required by law, including but not limited to disclosures under the County's Conflict of Interest Code.
- F. Employee is required to adhere to the same communication and reporting requirements as the Board of Supervisors. Specifically, Employee is not to disseminate confidential information beyond discussions with their Supervisor unless expressly authorized by the majority of the Board of Supervisors. Employee must ensure all communications, including but not limited to oral, text, email or social media; do not violate the Brown Act. Employee is also subject to the Form 700 reporting requirements. Failure to comply can result in disciplinary action, up to and including termination from employment.

3. TERM.

- A. Subject to Section 4, this Agreement shall be effective January 1, 2023, and terminate June 30, 2023. This is a part-time position and during this Term, up to a maximum of 480 hours is allowed. This Agreement may be renewable for an additional term upon mutual accord of both parties.
- B. Employee agrees to remain in the exclusive employ of Employer during the term of this Agreement and Employee will not take any other position, paid or otherwise, which may to any degree conflict or appear to conflict with the duties inherent in the position of District Assistant Aide.

4. RESIGNATION AND TERMINATION.

- A. Employee may resign at any time and agrees to give Employer two (2) weeks advance written notice of the effective date of resignation.
- B. Employer may terminate Employee with or without cause upon two (2) weeks advance written notice of the effective date of termination. At County's option, County may elect the Employee not be required to work the two (2) weeks, but shall pay Employee's regular salary and benefits for that time period.

- C. The parties recognize and affirm that:
- Employee is an "at will" employee whose employment may be terminated by Employer at any time with or without cause,
 - There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and Employer.
- D. Employee recognizes and agrees that if the Supervisor leaves office prior to the end of the Supervisor's term, Employee's employment is terminated as of the Supervisor's leaving office date. The two (2) week notice identified in subsection (B) does not apply in this instance.
- E. Employee recognizes and agrees that employment is ultimately limited to the Supervisor's term in office. There is no express or implied promise made to Employee of any form of continued employment with the County if and when the Supervisor is no longer in office.

5. SALARY.

- A. During the term of the contract, Employer agrees to pay Employee consistent with the Placer County Salary plan, at Grade UA4, Range B, Step 1 at an hourly rate of \$26.18 paid on the County's regular payroll schedule, as provided by Ordinance No. 5450-B.
- B. Said salary shall be payable in installments at the same time as other employees of Placer County are paid and subject to customary withholding. Employee shall receive any general wage increase adjustments as provided to other County unclassified non-management employees and is entitled to any special pay categories specifically stipulated by this Agreement.

6. BENEFITS.

- A. Employee shall not be eligible to participate in the Placer County Employee health, dental, life and accidental death and dismemberment insurance program, or vision insurance program. Employee shall not be eligible to participate in the California Public Employees Retirement system (CalPERS) unless the employee is an active member on the date of appointment.

7. INSURANCE.

- A. County shall maintain and bear expense of general liability and workers' compensation insurance. Employee shall possess a valid California driver's license and maintain automobile liability insurance in the amount of \$100,000 per person, \$300,000 per incident and \$50,000 for property damage, covering the acts of the Employee with the course and scope of his or her employment with Placer County.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

- A. The Appointing Authority shall fix any other terms and conditions of employment, as may be determined from time to time relating to the performance of Employee, including any wage and/or benefit concessions that may be negotiated or imposed with respect to County Confidential employees, provided that such terms and conditions are not inconsistent with provisions of this Agreement, the appointing ordinance, or federal, state, or local law.
- B. Any and all disputes arising from this Agreement, including but not limited to, any disputes arising from other County employees working with the contracting employee shall be subject to all standard County policies and procedures, including early termination of the Agreement.

9. 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:

To: Placer County Executive Officer
Placer County Administrative Offices
175 Fulweiler Avenue
Auburn, California 95603

To: Stephanie Yeager
175 Fulweiler Avenue
Auburn, California 95603

10. ENTIRE AGREEMENT.

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement by the parties.

11. ASSIGNMENT.

This Agreement is not assignable by either Employer or Employee. Any agreement by either party to assign this Employment Agreement shall be void.

12. SEVERABILITY.

In the event that 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 are found to be void are wholly inseparable from the remaining portion of the Agreement.

13. COUNTERPARTS.

This Agreement may be executed in three counterparts, which shall be identified by number, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties have entered into this Agreement as of the date first above written.

Date _____

Stephanie Yeager,
Employee

Date _____

Jane Christenson,
Placer County Executive Officer

Date _____

Kate Sampson,
Placer County Human Resources Director

APPROVED AS TO FORM:

Date _____

Karin E. Schwab,
Placer County Counsel

Exhibit A
Board of Supervisors District Assistant Aide
Job Duties

DEFINITION

The District Assistant Aide position provides general administrative assistance to the District served as needed and as identified in the contract, and provides specialty services to the Board member such as web page maintenance.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the District Director or Board Member. Also receives supervision on administrative matters from the County Executive Officer or designee.

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to, the following:

Create, provide, and maintain accurate up to date information on the specified web page.

Research, write and take photographs in support of the District Supervisor's web page goals.

Coordinate with District Director or other County staff in establishing guidelines for information with the Supervisor's web page.

Maintain knowledge of the legal parameters and appropriate uses and information allowed within the web page.

Research other California counties' websites for alternative public information options.

Assist with managing constituent correspondence, emails faxes and telephone calls.

Assist District Director or other County staff in reviewing emails, faxes, and routine correspondence and prepare responses on behalf of the District Supervisor.

Perform research and assist in resolving constituent problems, including follow up with relevant County departments and/or referral to other entities.

Response to constituent telephone calls, concerns or questions, or refers to appropriate County department or outside entity.

Research documents, legislation, and collect data pertinent to a wide variety of community and private interests and governmental issues.

