MEMORANDUM
OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer

DATE: June 21, 2011

SUBJECT: Approve a six-month District Aide Employment Agreement with Jocelyn Maddux for general administrative and technical assistance to the District 5 Supervisor at a salary of $33,264 - Unclassified Grade 413 step (1) plus benefits.

ACTION REQUESTED

Approve a six-month District Aide Employment Agreement with Jocelyn Maddux for general administrative and technical assistance to the District 5 Supervisor at a salary of $33,264 - Unclassified Grade 413 step (1) plus benefits.

BACKGROUND

District Aides perform a variety of administrative services and program assignments in support of the District Supervisor and the Assistant County Executive Officer. 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 research, interpretive, advisory, and facilitating services specifically to the District Supervisor.

FISCAL IMPACT

Funding is allocated within the Board of Supervisors' budget to fund this employment agreement at a salary of $33,264 - Unclassified Grade 413 step (1) plus benefits.

DESCRIPTION:
EMPLOYMENT AGREEMENT
BOARD OF SUPERVISORS DISTRICT AIDE,
DISTRICT 5

CONTRACT NO: _____
BEGINS: June 27, 2011
ENDS: December 31, 2011
ADMINISTERING AGENCY: BOS

EMPLOYMENT AGREEMENT
Board of Supervisors District Aide

THIS AGREEMENT is between the County of Placer and JOCELYN MADDUX ("Employee") and is dated June 27, 2011.

RECITALS

A. The position of Board of Supervisors' District Aide is a unique position in Placer County employment in that the employee filling the position is selected and supervised by the individual member of the Board of Supervisors for whom the employee is hired to assist. Should the particular Supervisor leave office, his/her District Aide shall be separated from employment. District Aides are also subject to the administrative supervision and control of the County Executive Officer or designee.

B. Supervisor Jennifer Montgomery and the County Executive Officer for the County of Placer are, jointly and individually, the appointing authority (hereinafter "Appointing Authority"). The Appointing Authority and Employee desire to agree in writing to the terms and conditions of this appointment as District Aide.

C. At the request of Supervisor Jennifer Montgomery, Placer County desires to employ Employee in the position of District Aide for the District 5 Supervisor, in the Placer County Board of Supervisors' Office. Employee desires to serve as District Aide for the District 5 Supervisor of the Board of Supervisors' Office for the County of Placer.

AGREEMENT

1. APPOINTMENT.

Contingent upon successful completion of a background investigation and a pre-employment medical evaluation, Placer County hereby agrees to employ Employee as a District Aide for the District 5 Supervisor in the Board of Supervisors' Office of Placer County.

2. DUTIES.

A. To perform the functions and duties as generally set out in the County's Job Duties for this position, attached Exhibit A, as generally set forth in the Board Personal Staff Ordinance and to perform other legally permissible and proper duties and functions as the Appointing Authority may from time to time assign, specifically including attending meetings, including evening meetings, and meeting with constituents, and preparing notes and reports of same, handling all aspects of constituent inquiries, and initiating contact on behalf of the Board member with County departments, other public agencies and community organizations and resources.

B. Employee shall devote such time as is reasonably necessary to perform assigned duties. The position is considered full-time and is exempt from overtime under the federal Fair Labor Standards Act. Regularly scheduled office hours (8:00 a.m. - 5:00 p.m., Monday through Friday) are required to adequately provide services to the public.

C. Employee shall comply with all general rules and regulations established by Placer County, including but not limited to the following: provisions of the Placer County Code that are applicable to County employees generally and to Confidential employees specifically; Placer County adopted employee policies including the Reasonable Accommodation policy, Voicemail E-mail Internet & Computer Use policy, Workplace Discrimination Harassment & Retaliation policy, the Workplace Violence policy; and such other rules, policies and procedures that the Board may adopt for its employees.

D. 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 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 work under the direct supervision of the District 5 Supervisor, and concurrently under the administrative supervision of County Executive Officer or his/her designee.

F. 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.

G. Employee shall perform these duties to the best of his or her ability in accordance with the highest professional and ethical standards.

3. TERM.

A. Unless terminated by either party in accordance with the provisions set forth herein, this Agreement is for a term of six (6) months. Employee may be offered additional one year agreements so that the employment may continue to run concurrently with Supervisor Jennifer Montgomery's term or remaining term of office.

B. Employee agrees to remain in the exclusive employ of Placer County during the term of this Agreement and any subsequent agreement and that 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 Aide.

4. RESIGNATION AND TERMINATION.

A. Employee may resign at any time and agrees to give Placer County (2) weeks advance written notice of the effective date of resignation.

B. Placer County may terminate Employee with or without cause upon (2) weeks advance written notice of the effective date of termination. At County's option, County may elect the Employee be required to work the (2) weeks, but shall pay Employee's regular salary and benefits for that time period.

C. The parties recognize and affirm that: 1) Employee is an "at will" employee whose employment may be terminated by Placer County with or without cause, and 2) 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 Placer County.

5. SALARY.

Placer County agrees to pay Employee, during term of contract, at a six-month salary of $33,264 (Unclassified Grade 413 step 1) paid in fourteen (14) payments on the County's regular payroll, as provided by Ordinance No. 5450-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 not receive any general wage increase adjustments as provided to other County employees or be entitled to any special pay categories unless specifically stipulated by this agreement.

6. BENEFITS.

Placer County shall also provide the Employee the equivalent benefits at the same benefit levels at the same cost sharing levels as provided to Confidential employees and as they may be amended from time to time. This includes, but is not limited to, benefits related to vacation leave, sick leave, health insurance, dental insurance, vision insurance, cafeteria plan, general liability coverage, worker's compensation coverage, expense reimbursement, retirement through the California Public Employees' Retirement System, and certain related benefits available to Employee's dependants. Employee shall receive the same paid holidays as other Confidential County employees employed within the Board Office. All actions taken by Placer County relating to benefits for Confidential employees shall be considered actions modifying the same benefits to Employee.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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.

8. 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: The Placer County Executive Officer
Placer County Administrative Offices
175 Fulweiler Avenue
Auburn, California 95603

To: Jocelyn Maddux

9. 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.

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

11. 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.

12. 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 4/29/11 _____ J. Maddux _____
Jocelyn Maddux,
Employee

Date _____ _____
Thomas M. Miller,
Placer County Executive Officer

Date _____ _____
Nancy Nittler,
Placer County Personnel Director

APPROVED AS TO FORM:

Date _____ _____
Anthony J. La Bouff,
Placer County Counsel

DEFINITION

To perform a variety of administrative services and program assignments in support of the Board of Supervisors and the County Executive Officer or designee. Job duties and responsibilities include any matter set forth in the Board Member Personal Staff Ordinance.

DISTINGUISHING CHARACTERISTICS

This position is differentiated from other administrative positions in that 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. It is further differentiated in that incumbents function in a staff capacity and provide direct support and assistance through research, interpretive, advisory, and facilitating services specifically to Board members and the Board office.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Board Member for whom he or she works. 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:

Attend Municipal Advisory Councils (MAC) meetings and provide administrative support including follow-up to track and monitor action items.

Prepare reports of proceedings, and brief Board members on pertinent issues, follow-up, changes and public sentiment.

Review, prioritize and route correspondence and other inquiries for appropriate response and/or action by Board of Supervisors, County departments and other agencies or organizations.

Research, analyze and prepare technical, administrative, and operations briefs, speeches, opinions, abstracts and other documents.

Meet with constituents; brief Board members and seek appropriate solutions.

Monitor status of constituent inquiries, pending board items, projects, conferences and meetings; and follow-up and review status with responsible department, individual, organization, or agency.

Coordinate Board of Supervisors agenda items and background materials for Board-initiated agenda items; and follow-up with affected County departments to assure agenda calendaring for response.

Prepare reports and respond to correspondence and questionnaires; gather, maintain and compile data from a variety of sources, including County departments and other public agencies; and assist in or conduct special studies and projects.

Provide follow-up contact in writing or by telephone on behalf of Board Members and coordinate with other groups and individuals regarding activities of the Board of Supervisors.

Provide accurate and appropriately detailed information in response to inquiries from the individual members of the public, organizations and other public agencies; interpret and explain Board of Supervisors, department-specific and countywide policies and procedures; and provide referral to other sources when appropriate.

Confer and coordinate with various County officials and departments to develop authoritative and meaningful responses to citizen inquiries or complaints.

Contact various County departments, other public agencies and community organizations and resources regarding policies, procedures and regulations.

Attend meetings; including evening meetings; take notes and prepare reports regarding proceedings and outcomes.

Establish and maintain necessary files and records.

Build and maintain positive working relationships with elected officials, the community, Board Members, other County employees and the general public using principles of good customer service.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of local government administration, including county specific administration, organization, programs and functions.
- Principles of organizational management.
- Principles and practices of business letter and report writing.
- Computer software, modern office procedures, methods and computer equipment.
- English usage, spelling, punctuation and grammar; arithmetic and basic mathematical calculations.
- Distinctions between administrative and policy decision-making and their relationship to constituent inquiries and complaints.
- Purposes and relationships of local, state and federal governments, public interest groups, community groups, and private enterprise
- Legislative processes and analysis with emphasis on local government

- Methods and techniques involved in conducting studies of policy and programmatic issues.
- Interviewing and public speaking techniques.

Ability to:

- Prioritize assignments in order to meet required deadlines under changing conditions.
- Differentiate between urgent and important matters.
- Independently perform administrative detail work, including analyzing, gathering, and compiling data.
- Prepare logical and complete reports, summaries, abstracts, and other documentation.
- Communicate clearly, confidently, and persuasively, both verbally and in writing, to a variety of audiences from different socio-economic and cultural backgrounds.
- Build relationships, coalitions and alliances inside and outside of the County in order to achieve program goals and Board's objectives.
- Carry out written and oral directions; consistently follow-through on commitments and responsibilities.
- On a continuous basis, know and understand all aspects of the job; intermittently review work papers, reports and special projects; identify and interpret and explain policies and procedures; and explain operations and problem solve procedural issues for the public and to staff.
- On a continuous basis, sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift light weight.
- Exercise sound judgment in recognizing scope of authority.
- Perform administrative detail work, including gathering, analyzing and compiling data.
- Understand, interpret and explain relevant policies and procedures.
- Obtain information through interview; handle multiple assignments; work with interruption; and deal firmly and courteously with the public.
- Analyze situations quickly and objectively and to determine proper course of action.
- Use a computer, calculator, typewriter, telephone, facsimile machine, postage meter and photocopy machine.
- Type at a speed necessary for successful job performance.
- Establish and maintain effective working relationships with those contacted in the course of work. Work with various cultural and ethnic groups in a tactful and effective manner.

Experience and Training

- Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

One year of responsible experience providing administrative support to a high level administrator is desirable.

Training:

Equivalent to a **Bachelor's degree** from an accredited college with major course work in public or business administration, political science or a related field.

License or Certificate:

- Possession of, or ability to obtain, a valid driver's license. Proof of adequate vehicle insurance and medical clearance may also be required.