

MEMORANDUM OF AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT is between the County of El Dorado ("County") and Tameka Usher ("EMPLOYEE"), and has an effective date ("Effective Date") of July 8, 2017.

AGREEMENT

1. DUTIES.

(a) County agrees to employ EMPLOYEE as Director of Human Resources of El Dorado County to perform all of the duties of the Director of Human Resources as set forth in the job description for the Director of Human Resources that is attached as Attachment A and incorporated herein.

(b) EMPLOYEE shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with the County's ordinances and Charter, as well as all applicable laws, and the general rules, regulations and policies established by the County.

(c) EMPLOYEE shall not engage in any activity which is or may become a prohibited contract, or which may create an incompatibility of office as defined under California law.

(d) EMPLOYEE shall not engage in any other business or occupation without the prior approval of the Board of Supervisors.

2. TERM.

This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the effective date of the appointment, unless extended pursuant to the terms of this Paragraph, or until terminated by either party in accordance with the provisions set forth in Paragraph 3 or until terminated by death or permanent disability of EMPLOYEE. For purposes of this Agreement, termination of, or resignation from, employment, shall constitute termination of this Agreement. Commencing July 8, 2018, and each July 8th thereafter (each, a "Renewal Date") during the term of this Agreement, the term of this Agreement shall be extended automatically, for a period of one (1) year beyond its then-current expiration date, upon the satisfactory performance evaluation of EMPLOYEE as set forth in Paragraph 7 below. This provision in no way alters the at-will nature of the employment.

3. RESIGNATION AND TERMINATION.

(a) EMPLOYEE may terminate this Agreement upon 30 days' advance written notice to the County as provided for in paragraph 9.

(b) County may terminate this Agreement, without cause, effective immediately upon written notice as provided for in paragraph 9.

(c) The parties expressly agree that: 1) County intends to and does employ EMPLOYEE as an "at will" employee whose employment may be terminated by County at any time for any reason, or for no reason, without any cause whatsoever; 2) EMPLOYEE is appointed pursuant to the provisions of Section 404 of the Charter of the County of El Dorado and serves at the pleasure of the Board of Supervisors; and, 3) County makes and has made no representation, assurance, or promise to EMPLOYEE, be it oral or written, express or implied, of any form of continued employment. Nothing in this Agreement shall affect in any way EMPLOYEE's status as an at-will employee.

4. SALARY; COMPENSATION; BENEFITS.

County shall pay EMPLOYEE at Step 4 of the current El Dorado County Salary schedule for the position of Director of Human Resources, which is equivalent to an annual salary of one hundred fifty-six thousand seven hundred thirty-two dollars and no cents (\$156,732.00), payable biweekly and subject to customary withholding. In addition, EMPLOYEE shall receive all other compensation and benefits provided to appointed department heads pursuant to the Salary & Benefits Resolution for Unrepresented Employees as it presently exists or as may be modified by the Board of Supervisors and in accordance with other adopted County policies related to department heads including but not limited to management, vacation and sick leave accruals, with the following modifications:

- a. EMPLOYEE shall not be eligible to receive longevity pay, either at the time of this Agreement or at any point in the future, and shall not become vested in any rights to receive longevity pay. Any references in the Salary and Benefits Resolution for Unrepresented Employees to longevity pay, including but not limited to Section 1402, shall be deemed to be inapplicable to EMPLOYEE.
- b. EMPLOYEE shall receive an initial credit of eighty (80) hours of vacation leave balance upon commencing employment with the County. All future accruals of vacation leave shall be in accordance with the Salary and Benefits Resolution for Unrepresented Employees as it presently exists or as may be modified by the Board of Supervisors and in accordance with other adopted County policies related to department heads.

EMPLOYEE compensation and increases to that compensation and benefits shall be pursuant to the Salary & Benefits Resolution for Unrepresented Employees.

5. COST REIMBURSEMENTS.

EMPLOYEE shall be entitled to reimbursement for job related travel, conference attendance, professional development and similar costs not currently addressed in the Salary & Benefits

Resolution for Unrepresented Employees, and not addressed by any resolution expressly applicable to the EMPLOYEE, in accordance with adopted County policy. Such reimbursements shall be allowed only for activities that are related to County business or activities subject to budget availability.

6. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Supervisors, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

7. ANNUAL PERFORMANCE REVIEW

The Board of Supervisors shall perform an annual review of the EMPLOYEE's performance. The review shall take place every year during the currency of this Agreement during the same month that this Agreement was executed. The EMPLOYEE shall be apprised of the results of the performance review.

8. SEVERANCE COMPENSATION.

If County terminates this Agreement, EMPLOYEE shall be entitled to severance compensation equal to six (6) months' base salary unless EMPLOYEE is charged or convicted of commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, EMPLOYEE's duties; or commits misfeasance or malfeasance in EMPLOYEE's official duties; or is otherwise terminated for reasonable cause as that term is defined by County of El Dorado Personnel Rule 1203. The reference to County of El Dorado Personnel Rule 1203 is for illustrative purposes of the types of conduct that would constitute reasonable cause and is not intended to alter or modify the at-will status of the EMPLOYEE or to create any "for cause" standard of employment. EMPLOYEE shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation of the EMPLOYEE. For purposes of this paragraph, "base salary" shall mean the monthly proration of the annual salary specified in Paragraph 4 above, less applicable tax withholding. As a condition precedent to receipt of severance compensation, EMPLOYEE shall execute a release of all claims against County in a form deemed satisfactory to County and approved by County Counsel.

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 County: Board of Supervisors
County of El Dorado
330 Fair Lane
Placerville, CA 95667

TO EMPLOYEE: Tameka Usher
Director of Human Resources
County of El Dorado
330 Fair Lane
Placerville, CA 95667

All notices shall be deemed given upon their dispatch.

10. ENTIRE AGREEMENT.

This Agreement is the final expression of the complete Agreement of the parties regarding County's employment of EMPLOYEE and supersedes all prior oral or written understandings. This Agreement cannot be modified except by written mutual amendment signed by both parties.

11. ASSIGNMENT.

This Agreement is not assignable by either County or EMPLOYEE.

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 to the maximum extent permitted by law, and shall be interpreted to effectuate the parties' intent to the maximum degree possible.

13. CONTRACT ADMINISTRATOR.

The Chair of the Board of Supervisors is designated as the person with responsibility for administering this Agreement pursuant to Section 602 of the Charter of the County of El Dorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Date: _____

Tameka Usher

Date: _____

Chair of the Board of Supervisors

ATTEST
JAMES S. MITRISIN
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM:

Michael J. Ciccozzi, County Counsel

ATTACHMENT A – JOB DESCRIPTION

Director of Human Resources

Definition & Distinguishing Characteristics

DEFINITION

Under general policy direction, plans, organizes, coordinates and directs the programs of the County's Human Resources Department and provides expert professional assistance to County management staff in human resources matters and may include risk management matters.

DISTINGUISHING CHARACTERISTICS

This class has department level responsibility for overall policy development, program planning, fiscal management and operation of assigned program activities, including: recruitment and selection; equal employment opportunity; classification and compensation; employee benefits; labor/employee relations; employee training and development; may include risk management; and employee records maintenance and the negotiation and administration of agreements with employee organizations. The incumbent is accountable for accomplishing department and County goals and objectives.

Examples of Duties (Illustrative Only)

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for human resources function; directs the preparation and administration of the annual department budget.
- Plans, organizes, administers, reviews and evaluates the activities of professional, technical and office support staff.
- Works closely with the Board of Supervisors, Chief Administrative Officer and other County management staff regarding major human resource, risk management, equal employment opportunity, or labor/employee relation activities or problems.
- Acts as chief spokesperson in County negotiating activities and the administration of memoranda of understanding after agreements are reached; serves as the Chief Administrative Officer's designee in grievance matters.
- Directs recruitment and selection activities for regular and temporary County staff.
- Directs comprehensive job analysis, classification and compensation activities; recommends changes to employee benefits.
- Directs programs of employee training and development.
- Selects assigned staff and provides for their training and professional development; interprets County policies and procedures to employees; is responsible for productivity and discipline of department staff.
- Directs the conduct of analytical studies; develops and reviews reports of findings, alternatives and recommendations.
- Represents the County and the department in meetings with representatives of governmental agencies, professional and business organizations, employee organizations and the public.
- Manages and oversees professional service contracts for various third party program administration expert service contracts.

ATTACHMENT A – JOB DESCRIPTION

- Monitors developments in legislation related to human resource matters, evaluates their impact upon County operation and recommends and implements policy and procedural improvements.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other work as assigned.

Education & Experience Requirements (typing "See Resume" in application will not be accepted)

Where college degrees and/or college course credits are required, degrees and college units must be obtained from an accredited college or university. Courses from non-accredited institutions will not be evaluated for this requirement.

Education:

Equivalent to graduation from a four-year college or university with major course work in human resource management, public administration, industrial relations, business or closely related field. A Master's degree in one of the above areas is desirable.

-AND-

Experience:

Seven (7) years of professional human resource experience with at least three (3) of those years managing a staff within a full service HR environment. Experience in a public agency setting is desirable.

Other Requirements:

Must possess a valid driver's license.

Knowledge of:

- Principles, practices and techniques of public human resource administration, including recruitment and selection, equal employment opportunity, classification, job analysis, compensation and benefits administration and employee development.
- Principles and practices of labor relations in the public agency setting, including effective negotiation techniques.
- May include principles and practices of risk management that includes, but is not limited to workers' compensation assets protection programs relating to general and financial liability protection.
- Administrative principles and methods, including goal setting, program development and implementation and employee supervision.
- Applicable federal, state and local laws and regulations.
- Principles and practices of budget development and administration.

Skill in:

- Planning, organizing, administering reviewing and evaluating a broad, centralized human resource program.
- Selecting, training, motivating and evaluating assigned staff.

ATTACHMENT A – JOB DESCRIPTION

- Negotiating effectively with varied groups and individuals.
- Developing, implementing and interpreting goals, objectives, policies, procedures, work standards and internal controls.
- Preparing clear, concise and complete reports, correspondence and other written materials.

Ability to:

- Interpret, apply and explain complex laws, policies, rules, and regulations.
- Analyze complex problems, evaluating alternatives and making creative recommendations.
- Make persuasive oral presentations to individuals and groups.
- Exercise sound independent judgment within general policy guidelines and legal constraints.
- Establish and maintain effective working relationships with those contacted in the course of the work.

Other Requirements

ENVIRONMENTAL CONDITIONS/PHYSICAL DEMANDS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is primarily performed indoors in a standard office setting.

Physical: Primary functions require sufficient physical ability to work in an office setting and operate office equipment; vision in the normal visual range with or without correction sufficient to read computer screens and printed documents and to operate equipment; hear in the normal audio range with or without correction. **Frequent** sitting; wrist and arm motions and upward/downward flexion of neck; fine finger dexterity of both hands, ability to grasp and hold. **Occasional** standing, walking, bending and reaching; lifting, carrying or pushing objects that weigh up to 15 lbs. **Infrequent** climbing; lifting, carrying or pushing objects that weigh more than 15 lbs.

HISTORY

JCN: 0231

Created: June 1990

Revised: June 1992

Revised: July 2012

Revised: March 2013 - HRD

Revised: JUL 2013 - Salary BOS

Revised FEB 2017 - HRD

Revised MAR 2017 - Salary