



County of Nevada
Department of Human Resources

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SIDE LETTER OF AGREEMENT TO 2017-2020 MOU

MEMORANDUM

TO: Rob Choate, President, Management Employees' Association (MEA), Nevada County

FROM: Charlie Wilson, Director of Human Resources

DATE: April 14, 2016

SUBJECT: Impact of Changing Minimum Qualification for the Classification of Program Manager

Rob, thank you, and your team, for meeting with Susan Kadera to discuss the impacts of changing the minimum qualifications for the Program Manager classification. As discussed, there are four incumbent Program Managers (Tom Coburn, Sara Conner, Vic Ferrera and Josie Garcia) who do not currently possess the newly desired minimum requirement of a four year college degree. The County's change is not intended to impact any incumbents' ability to continue to perform in their current positions, but rather, as a standard of selection for employment and content of the job classification for future recruitments. As this change is occurring after each incumbent was placed into his/her current position, each will be deemed to be qualified for their individual positions going forward. Further, in the unlikely event that any of these incumbents should be laid off due to a reduction of force or reorganization at some future time, these individuals will be deemed to be qualified for any open Program Manager position that he or she may wish to apply for during the eighteen (18) month re-employment period as provided for in our Personnel Code.

To put the above in simple terms, incumbent Program Managers that do not currently possess a four year college degree will be "grandfathered" as eligible to continue in their current positions as well as be deemed qualified for Program Manager positions that are open for application during a re-employment period following a layoff.

We appreciate the collaborative efforts in working with MEA on matters of these kinds. Thank you

Agreement by County of Nevada _____ Date _____
Agreement by MEA _____ Date _____

Appendix 1

Employees in Merit System as of January 30, 2016

Last Name	First Name	Points
Aguilar	Mary	122
Andrews	Beth	180
Andrieu	Katie	164
Asmus	Renee	196
Bailey	Cynthia	86
Bair	David	103
Blix	Kimberly	12
Blote	Janine	18
Bolelli	Linda	218
Brunckhorst	Laurie	94
Burns	Diane	13
Burns	Jennifer	166
Butler	Crystal	36
Campbell	Cindy	91
Carpenter	Kelly	102
Carrillo	Michelle	87
Carvalho	Cara	5
Cazares	Savannah	21
Chambers	Lori	9
Chandler	Jay	9
Connor	Sara	251
Cook	Tamaran	147
Davis	Tracy	20
DeGiorgis	Michael	52
DeGiorgis	Paula	233
Douville	Joseph	14
Dvck	Mali	7
Ellis	Olivia	139
Evert	Robin	213
Fadel	Tamara	73
Fisher	Meri	103
Foster	Laurel	106
Fragoso	Carolina	20
Frey	Cynthia	117
Galleo	Sarah	37
Garcia	Johanna	181
Gifford	Dirk	20
Gomez	Andrew	29
Gorbet	Lisa	20
Green	Kimberlee	9
Griffin	Jessica	52

Last Name	First Name	Points
Gutierrez	Aida	2
Hammond	Shannon	148
Hart Haman	Jill	68
Heggarty	Karen	117
Herrera	Deborah	98
Heuer	Katherine	11
Hicks	Sharon	116
Hoskin	William	13
Tassone	Brittany	87
Jefferson	Lynn	113
Johnson	Paul	41
Jones	Emily	11
Jones	Jennifer	2
Kell	Debra	2
Kennard	Cindy	181
Kleinhans	Robyn	13
Konno- Scarborough	Janice	11
Larsen	Elizabeth	181
Leedy	Katherine	214
Lewis	Katheryn	12
Locke	Frances	20
Loper	Jennifer	176
Lopez	Manuel	55
Lovisolo	Robin	15
Martin	Sheila	210
McCourtney	Jammie	8
Moore	Sairam	22
Morgan	Mechelle	98
Muehlberg	Steven	180
Nielsen	Elizabeth	113
Noxon	Tammy	10
Odom	Genielle	113
Olmstead- Newman	Carla	53
Paige-Ireland	Melinda	18
Piscatella	Sue	108
Plante	Kristin	6
Polcene	Teri	19
Prosser	Judith	77
Purwin	Angeline	114
Quatela	Anthony	23
Quimby	Renee	2
Ramirez	Sharon	86

Last Name	First Name	Points
Ramos	Sandra	118
Ready	Nicholas	116
Roberts	Pamela	206
Robertson	Jason	112
Rogers	Gina	45
Salisbury	Robyn	183
Schleef	Candice	155
Seritehfield	Beverly	130
Sheller	Caroline	117
Sizemore	Sylvan	87
Smith	Alicia	13
Spicer	Hope	2
Stafford	Vicki	184
Stanio	Deborah	207
Swabeck	Rebecca	181
Toaetolu	Laura	22
Veulek	Jacqueline	5
Victor	Vickie	205
Weeden	Barbara	177
Wellhoff	Karen	97
West	Daniel	31
Wolf	Tonia	107
Young	Janice	31

Nevada County

Tuition Reimbursement/Education Assistance Agreement

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between _____ (referred to in this Agreement as “the Employee”), and the **County of Nevada, California** (referred to in this Agreement as “the County”), provides as follows:

WHEREAS, the County has a Tuition Reimbursement and Education Assistance Program to (i) encourage employees to take courses leading to a formal professional accreditation or degree relating to their specific job duties; (ii) provide for optimal potential for advancement within the County; and (iii) attract and retain the best individuals as new employees; and

WHEREAS, pursuant to the Tuition Reimbursement and Education Assistance Program, the County will reimburse eligible employees for certain eligible educational expenses with the understanding that the Employee remains employed by the County for a reasonable amount of time; and

WHEREAS the Employee has applied to participate in the Tuition Reimbursement and Education Assistance Program with full knowledge and understanding thereof; and

WHEREAS, the Employee’s participation in the Tuition Reimbursement and Educational Assistance Program is voluntary, and is not a condition of the Employee’s employment with the County; and

WHEREAS, the County and the Employee recognize that it is unfair and inequitable for the County to pay the educational expenses of the Employee if the Employee does not remain with the County for a reasonable amount of time;

NOW THEREFORE, the parties agree as follows:

1. The County’s Obligation. In accordance with the County’s Tuition Reimbursement and Education Assistance Program, upon: (a) approval of the Employee’s Tuition Reimbursement Request; (b) proof of the Employee’s successful completion of the course(s) identified in the Employee’s Tuition Reimbursement Request; (c) proof the Employee is meeting the performance standards for his or her position; and (d) the Employee’s presentation of original itemized receipts for costs incurred, the County will reimburse the Employee for the allowable costs. The maximum amount the County will reimburse any employee under the Tuition Reimbursement and Educational Assistance Program is \$10,000 per Fiscal Year.

As used herein, the term or phrase “successful completion” of a course means a minimum final grade of C or its equivalent in undergraduate courses, or B or its equivalent in graduate level courses. The term “allowable costs” means the amount the Employee or his/her family member paid for tuition, books, registration fees and/or laboratory fees, as set forth in the Tuition Reimbursement and Educational Assistance Program guidelines. Proof the Employee is meeting

the performance standards of his or her position may include performance evaluations showing the Employee's overall performance is meeting or exceeding expectations while enrolled in the Tuition Reimbursement and Educational Assistance Program.

2. The Employee's Obligation. If, within five years (5 years) of the date of successful completion of the course(s), the Employee separates from employment with the County of Nevada for any reason other than disability, death, layoff, or other compelling circumstance approved by the County Executive Officer, the Employee shall repay the County the full amount the County paid to the Employee for tuition reimbursement.

3. Re-Payment to the County; Set-off Against Final Paycheck. To the extent permitted by law and pursuant to California Labor Code section 224, Employee expressly authorizes the County to deduct the amount of any tuition reimbursement obligation Employee owes to the County pursuant to Section 2, above, from any compensation that is due and owing to the Employee at time of his/her separation from County employment. Employee expressly authorizes County to make deductions from Employee's final paycheck for the Employee's tuition reimbursement obligation to the County set forth in Section 2, above, and Employee expressly authorizes County to make such deductions from Employee's salary, wages, accrued leave pay, termination and/or severance pay.

The parties agree any remaining amount the Employee owes to the County is due to the County within ninety (90) days of the issuance of the Employee's final paycheck. Amounts not paid within ninety (90) days shall be deemed delinquent and will be sent to County collections.

4. Taxes and indemnification. Pursuant to Title 26 of the Internal Revenue Code, section 127, the County will not report the County's tuition reimbursement payment to the Employee as taxable income, up to the maximum exclusion amount of \$5,250 per year. Notwithstanding the foregoing, the Employee is responsible for complying with any tax laws pertaining to the County's tuition reimbursement payment to the Employee. Employee is encouraged to seek the assistance of a tax advisor to determine the tax consequences of such reimbursement payments. Employee hereby indemnifies and saves harmless County from and against any and all suits, claims, actions, damages and other losses which the employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the tuition payments hereunder as a taxable benefit to the Employee.

5. No Guarantee of Employment. The parties expressly recognize and agree that this Agreement is not a contract of employment. This Agreement does not constitute a commitment or guarantee on the part of County to provide employment to Employee for any specific period of time or duration.

6. No Waiver. The waiver or failure of either party to exercise, in any respect, any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

7. Entire Agreement. This Agreement is the entire Agreement among the parties on the matters contained herein, and it may be modified only in writing signed by the parties. Any prior or

contemporaneous promises, representations, or agreements related to the matters contained herein are revoked and waived.

8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California, and any dispute arising thereunder shall be finally resolved by a court located within the County of Nevada.

9. Severability. If any term of this Agreement is held by a court of law to be invalid or unenforceable, the remainder of the Agreement is deemed severable.

10. Informed and Voluntary Consent. Employee enters into this Agreement voluntarily, and with full knowledge and understanding of the terms of the Agreement. Employee acknowledges that this is a binding legal document and that he/she was advised of his/her right to have it reviewed by independent counsel before signing it. In recognition of this right, he/she shall initial the appropriate section below:

_____ I have read this Agreement. I understand it and agree to its Terms. I have been advised of my right to have my attorney review it, and I choose not to have it reviewed by my attorney.

_____ I have read this Agreement. I understand and agree to its terms. I have reviewed the Agreement with my attorney.

WITNESS the following signatures:

Employee

Date: _____

Richard Haffey, County Executive Officer

Date: _____