

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT <b>Administrative Office</b>	(2) MEETING DATE <b>January 13, 2009</b>	(3) CONTACT/PHONE <b>Gail Wilcox, Asst. CAO 805-781-5011</b>
(4) SUBJECT Request to approve an employment contract with Tami Douglas-Schatz to serve as the County's Human Resource Director.		
(5) SUMMARY OF REQUEST <b>Employment contract for new Human Resources Director</b>		
(6) RECOMMENDED ACTION Approve a contract with Tami Douglas-Schatz to serve as the County's Human Resource Director		
(7) FUNDING SOURCE(S) <b>General Fund</b>	(8) CURRENT YEAR COST <b>Approx. \$95,000</b>	(9) ANNUAL COST <b>Approximately \$203,000</b>
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A		
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): <b>County Counsel has approved the contract for form and legal effect.</b>		
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____		
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All	(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	(15) Maddy Act Appointments Signed-off by Clerk of the Board <input type="checkbox"/> N/A <input type="checkbox"/> Yes
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (20 min) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)	(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A	
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input type="checkbox"/> N/A	(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A	
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____	(21) W-9 <input type="checkbox"/> No <input type="checkbox"/> Yes	(22) Agenda Item History <input checked="" type="checkbox"/> N/A    Date _____
(23) ADMINISTRATIVE OFFICE REVIEW <b>This item was prepared by the Administrative Office.</b>		

# County of San Luis Obispo

COUNTY GOVERNMENT CENTER, RM. 370 • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5011



To: Board of Supervisors

From: Gail Wilcox, Assistant County Administrative Officer *Gail Wilcox*

**DAVID EDGE**  
COUNTY ADMINISTRATOR

Date: January 13, 2009

Subject: Request to approve an employment contract with Tami Douglas-Schatz to serve as the County's Human Resources Director

## **Recommendation:**

Approve a contract with Tami Douglas-Schatz to serve as the County's Human Resources Director

## **Discussion:**

The County conducted a recruitment for Human Resources Director in the fall of 2008. The Board of Supervisors interviewed top candidates for this position during their November 21, 2008 closed session. After discussion with the County Administrative Officer and others who participated in the recruitment process, the Board directed staff to enter into contract negotiations with Tami Douglas-Schatz. The contract is presented to the Board today for final approval.

Ms. Douglas-Schatz has twenty years of human resources experience. She worked for the County of Riverside for 17 years in several human resources related positions, including the Deputy Director of Human Resources. She has extensive experience in recruitment and testing, classification, employee relations, training, grievance resolution, workers compensation and other risk management programs.

## **Other Agency Involvement:**

County Counsel has reviewed and approved the contract for legal effect. Representatives from various County departments as well as the Civil Service Commission participated in the selection process.

## **Financial Impact:**

The salary range Human Resources Director is \$121,680- \$147,924 per year. Ms. Douglas-Schatz will start at step 2 of the salary range, which is approximately \$128,000 per year for salary and an additional \$75,000 for benefits (total salary and benefits cost is approximately \$203,000). Sufficient funds exist in the HR Department budget to cover these expenses.

## EMPLOYMENT AGREEMENT

This Agreement is entered into this 12th day of January, 2009 by and between the County of San Luis Obispo, State of California (hereinafter referred to as "County"), and Tami Douglas-Schatz (hereinafter referred to as "Employee").

### WITNESSETH

WHEREAS, the County requires the services of a Human Resources Director; and

WHEREAS, the job requires experience, judgment, great discretion, leadership and trust; and

WHEREAS, the Employee is qualified to perform the duties described herein.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Pursuant to this Agreement, Employee shall provide to County the following services:

To carry out the duties of the Human Resources Director as set forth in state law, the San Luis Obispo County Code, and the various rules and policies of the County. Employee recognizes that her duties may change or evolve as the organization and management needs of the County change or evolve.

Employee shall provide such services on a full-time basis, under the direct supervision and control of the County Administrative Officer (CAO). As a public officer, Employee promises to maintain exemplary behavior, both

during and outside working hours, so that neither she nor her relationship with the County shall become a source of discredit to the County, the CAO, or the County Board of Supervisors.

2. Employment Status and Tenure. By reason of the provisions of San Luis Obispo County Code Section 2.40.060 and this Agreement, the Employee will serve the County within the unclassified service of the County. Nothing in this Agreement shall be construed as preventing, limiting, or otherwise interfering with the right of the CAO, on behalf of the Board of Supervisors, to terminate the services of Employee at anytime.

Further, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at anytime from her position with the County, subject only to the provisions set forth in Section 4, paragraph (d) of this Agreement.

Employee understands and agrees that this term of employment is governed only by this Agreement and that no right of tenure is created hereby.

3. Term of the Agreement. Employee shall commence her service to County on January 12, 2009, and shall continue unless modified by mutual agreement of the parties, or because the Agreement has been terminated by either party.

4. Termination.

(a) Employee shall serve at the will and pleasure of the CAO and may be terminated with or without cause.

(b) In the event employment is terminated without cause, employee shall receive a severance package equal to six (6) months salary, calculated at the highest level of salary received by Employee during the term of the agreement, in addition to any accumulated leave entitlement (calculated in accordance with County Code Sections 2.44.050 and 2.44.060). In no event shall the severance pay, when added to the accumulated vacation and sick leave, exceed the maximum amount permitted under the formula contained in Government Code Section 53260 (which is 18 months salary).

(d) In the event Employee decides to terminate her contract with the County, Employee shall give written notice at least 30 days prior to the effective date of such termination.

5. Salary. Salary shall commence at Step 2 of the current approved salary range 5850 (approximately \$10,647 per month). Employee shall be eligible for step increases at the discretion of the CAO based on performance.

The Employee's salary range shall be reviewed in the same manner as other general management-appointed department head employees. Any future salary increases shall be based on San Luis Obispo County Code Section 2.48.180 and 2.48.034.

6. Salary and Benefit Changes. Salaries and benefits may be determined by legislative action of the Board of Supervisors, or the

people of the County, and may be amended without specific notice to Employee

7. General Employment Benefits. Except as noted herein, Employee shall receive the same benefits that are provided to general management-appointment department heads (payroll unit BU09), and in accordance with the applicable County Ordinance Code Section(s). These benefits include but not limited to: vacation, sick leave, administrative leave, vehicle allowance, holidays, deferred compensation plan participation, life insurance, long-term disability insurance, wellness/fitness benefit, tuition reimbursement, participation in pension trust plan, County "pickup" of employee contribution to the pension trust plan, and the reimbursement of out-of-pocket expenses associated with employment including travel reimbursement and professional association membership.

Employee will receive any changes to the aforementioned benefits at the time, and in the same manner, when benefit changes are provided to members of the general management-appointed department head payroll unit (BU09).

Employee will have 40 hours of vacation credited to leave balance effective January 12, 2009. Thereafter, vacation hours will accrue in

accordance with County policy and in the same manner in which vacation is accrued for other general management-appointed department heads (BU09).

8. Travel, Registration Reimbursement and Membership in Professional Associations. Employee shall continue to receive the same opportunities for professional related travel, registration reimbursement, and reimbursement for professional association membership as provided to her predecessor, limited only by budget constraints or future policy decisions by the Board of Supervisors.

9. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any and all previous agreements between the parties, and Employee shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effected unless in writing, signed by both parties. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained in this Agreement and no others.

10. Non-Assignment of Agreement. This Agreement is intended to secure the individual services of the Employee and thus Employee shall not assign, transfer, delegate, or sublet this Agreement or any interest therein


without the prior written consent of County, and any such assignment, transfer, delegation or sublet without County's prior written consent shall be considered null and void.

11. Covenant. This Agreement has been executed by the County Administrative Officer and delivered in the State of California, and the validity, enforceability and interpretation of any clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are to be performed in San Luis Obispo, County, and such County shall be the venue for any action, or proceeding that may be brought.

12. Duty to Defend. Employee shall be entitled to the protection of the California Tort Claims Act, including the County's duty to defend litigation against Employee arising from performance of the duties of his office, in accordance with Government Code Sections 995 and 995.2.


IN WITNESS WHEREOF, County and Employee have executed this contract on the day and year first hereinabove set forth.

EMPLOYEE

By:   
Tami Douglas-Schatz

COUNTY OF SAN LUIS OBISPO



By:   
David Edge  
County Administrative Officer

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen  
County Counsel

By:   
County Counsel

Date: Jan. 2, 2009

(M:admin/Human Resources Director 2009)