

6-6-17

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EMPLOYMENT AGREEMENT PATRICK F. GILL  
Jail Alternatives Coordinator WOODBURY COUNTY  
Sioux Rivers Region AUDITOR & RECORDER &  
COMM. OF ELECTIONS  
2017 MAY 31 PM 2 23

This Agreement entered into this 22nd day of May, 2017, between Woodbury County, Iowa and Nia Key.

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Nia Key, contingent upon funding from the Sioux Rivers Region, agree as follows:

I. Nia Key AGREES TO:

A. Services. Provide to Sioux Rivers Region, on a full-time basis, his/her services, as a competent, licensed social worker to serve as a Jail Alternatives Coordinator for the Sioux Rivers Region and, as such, assist Region and its member Counties in finding viable alternatives to incarceration and to assist in and perform other duties as may be designated by the Region and their partners in fulfilling the duties and responsibilities pursuant to the terms of the Jail Alternatives Coordinator program.

B. Resignation. Nia Key shall notify the County and his/her immediate supervisor at the Sioux Rivers Region at least thirty (30) days prior to the desired date of resignation.

C. At Will Employee. Nia Key hereby agrees that his/her appointment and employment as Jail Alternatives Coordinator for the Sioux Rivers Region is at will and such employment may be terminated at any time by the Region without cause. The foregoing shall apply and prevail notwithstanding any other policies or practices, written or verbal, of County or Sioux Rivers Region to the contrary.

## II. Sioux Rivers Regions and Woodbury County agree to:

A. Performance Reviews. The immediate supervisor of Nia Key at the Sioux Rivers Region, with input from the Woodbury County, Plymouth County, and Sioux County Sheriff's offices, will conduct annual performance appraisals based upon a comparison of job performance and job expectations. The performance appraisals must be completed April 1 - May 31 with a copy provided to each County by May 31. Nia Key shall not participate in any County merit pay plan and performance appraisals of Nia Key shall not be the basis for a salary increase under any County merit pay plan.

B. Probationary Period. The probationary period is 6 months from the employee's date of hire. Please refer to the County's most recent Employee Handbook for greater detail.

C. Administrative Assistance. Nia Key will be provided with the necessary administrative assistance, including but not limited to, office space, office equipment, support staff, if needed, and supplies, to the Jail Alternatives Coordinator as may be necessary to allow Nia Key to perform his duties as designated Sioux Rivers Region and its member Counties. Woodbury County and Sioux Rivers Region shall absorb all costs related thereto.

## III. COUNTY AGREES TO:

A. Salary. Pay to Nia Key for services provided as set forth in Section I(A) of this Agreement and as designated by Region, an annual salary of \$53,500. Said salary may be increased during the term of this Agreement at the joint discretion of Woodbury County and Sioux Rivers Region. Sioux Rivers Region is responsible for reimbursing the County for all expenses related to the employment of Nia Key, including salary, benefits, and other expenses.

B. Benefits. For purposes of this Agreement, Nia Key shall at all times be designated a professional employee of Woodbury County, Iowa as defined by Chapter 20 of the Code of Iowa, and, as a full-time employee of County, shall be entitled to the following County benefits of employment:

1. Paid Leave Policy. The Paid Leave Policy combines the benefits of paid sick leave, vacation, and personal days. The Paid Leave Policy is comprised of (1) accrued Sick Days and (2) Long Term Disability for Illness/Injury Leave. Nia Key's vacation and personal leave accumulation will be as set forth in the County's Policies and Procedures Paid Leave Policy Section 4 of the most current Employee Handbook, Pages 25-32, and by this reference incorporated herein as if set forth verbatim herein. This policy does not supersede any federal laws including the Family and Medical Leave Act (FMLA). See, Family and Medical Leave Act section as set forth in the County's most recent Employee Handbook, Family and Medical Leave Act, Pages 32-36, and by this reference incorporated herein as if set forth verbatim herein.

2. Holidays. There shall be ten (10) regular paid holidays each calendar year.

3. Other Leave. Nia Key shall be entitled to the Family and Medical Leave Act, Military Leave, Court and Jury Leave, Bereavement Leave, and On-the-Job Injuries Leave benefits provided to County employees as set forth in the County's most recent Employee Handbook, Section IV Pages 25-36, and by this reference incorporated herein as if set forth verbatim herein.

4. Group Insurance. Nia Key shall be offered the County's Group Health, Dental, Long Term Disability, Iowa Public Employee Retirement (IPERS), Life Insurance (base and voluntary) policies, voluntary Deferred Compensation Plan, and voluntary Vision plan.

#### IV. ADMINISTRATION:

It is the policy of Woodbury County to achieve a drug-free workplace that Nia Key shall be required to pass a drug test to screen for illegal drug use prior to final appointment. Employment is contingent upon the satisfactory completion of a background investigation by the Woodbury County Sheriff's Office and Woodbury County.

**V. TERM OF THIS AGREEMENT:**

1 This Agreement shall commence on/about May 1, 2017, and shall be in effect until on/about April 30, 2020, unless terminated earlier by the Region.

2. This Agreement shall terminate of its own accord and without further notice should Nia Key no longer occupy the position of Jail Alternatives Coordinator for any reason.

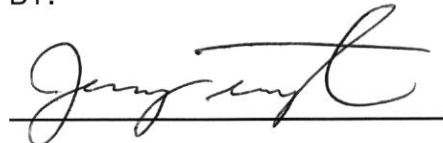
**VI. EFFECTIVE DATE:**

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

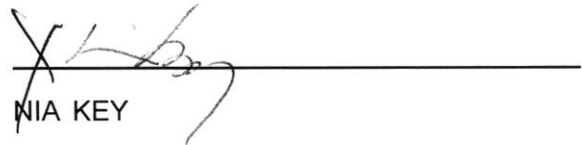
**WOODBURY COUNTY, IOWA**

BY:



CHAIRPERSON, WOODBURY  
COUNTY BOARD OF SUPERVISORS

BY:



NIA KEY