COUNTY BOARD OF CORRECTIONS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING EMPLOYMENT CONTRACT FOR COUNTY CORRECTIONS DIRECTOR

WHEREAS, the County Board of Corrections is charged with the operation of correctional facilities in Sarpy County by virtue of Neb. Rev. Stat. §23-2804; and,

WHEREAS, of Neb. Rev. Stat. §23-2805(Reissue 2012) the administrative officer of a county department of corrections shall be the director of corrections, qualified by education, training, and experience to perform the duties of such position; and,

WHEREAS, an employment contract was entered into on January 6, 2015 between the Sarpy County Board of Corrections and Mike Jones to serve as the Director of the Sarpy County Department of Corrections, and the employment contract was extended from August 1, 2015 through July 31, 2016, subject to the terms and conditions described in said contract; and,

WHEREAS, both parties agree to extend the employment contract for an additional year from August 1, 2016 through July 31, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chair, is hereby authorized to sign the Employment Contract employing Mike Jones as the Director of Corrections for the Sarpy County Department of Corrections, a copy of which is attached hereto, the same being approved by this Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 14th day of June, 2016.

Chairman, Sarpy County Board

Sarpy County Clerk
MEMO

June 14, 2016

TO: Sarpy County Board of Commissioners

FROM: Mark Wayne, County Administrator

RE: Extension of Agreement with Mike Jones to serve as Corrections Director

Mike Jones has served as the County’s part-time Corrections Director since February 1, 2015 and this Resolution extends the agreement for an additional year. It includes an increase in the hourly compensation rate to be comparable to the hourly rate of the Sheriff Captain and Lieutenant positions.

Besides increasing the communication between the Sheriff’s Office and the County Board on Jail and JJC matters, such as grievances and important events, Mike has also:

• Led the development of a project to refurbish the Jail building conditions and fixtures with the first phase of the project to begin this summer
• Conducted a review to ensure Jail compliance with Title 81 of the Nebraska Jail Standards statute
• Participated in on-going policy revisions and updates for the Jail and JJC
• Began a GED educational program with Metropolitan Community College at no cost to the County for Jail inmates with 4 currently enrolled in the program
• Provided updates to the Criminal Justice Coordinating Committee (CJCC)
• Initiated the hiring of a consultant to conduct a Needs Assessment for the Jail
• Continued to lead the Quarterly Jail Inspection to meet statutory requirements
• Worked to consolidate the booking process with AFIS
• Convened the County and District Court Judges and Sheriff’s Office to restart placing inmates on house arrest, with five individuals currently on house arrest
• Worked to remove a barrier some inmates face upon release from Jail to get mental health treatment by ensuring they have the prescription required by the treatment centers
• Continued to monitor the impact of the LB605 criminal justice reform legislation

Mike’s major areas of focus for the next year will be leading the Jail Refurbishing Project and pursuing recommendations that come from the Jail Needs Assessment.

Administration recommends the Board extend its agreement with Mike Jones for one-year.

Mark Wayne, County Administrator

Cc: Deb Houghtaling, Scott Bovick, Mike Smith, Sheriff Jeff Davis, Greg London, Dan Shukis, Brian Richards, Bonnie Moore
EMPLOYMENT CONTRACT

THIS AGREEMENT made between the Board of Corrections of the County of Sarpy, Nebraska, a body politic and corporate (hereafter “Sarpy”) and Mike Jones (hereafter “Jones”).

WHEREAS, Sarpy is given charge of the County Jail and correctional facilities and of all persons by law confined therein by virtue of Neb. Rev. Stat. § 23-2800, et seq.; such duties have previously been exercised by the Sheriff; and,

WHEREAS, Sarpy has entered into an Agreement by which the Sheriff would provide for the operation and maintenance of the County correctional facilities, as allowed by Neb. Rev. Stat. § 23-2809 and as described below; and

WHEREAS, Sarpy desires to retain Jones as the Director of Corrections, a position required by Neb. Rev. Stat. §23-2805, and Jones desires to continue in said position in conformance with the terms of this agreement.

NOW, THEREFORE, in consideration of the above and foregoing, IT IS HEREBY AGREED:

1. COMMENCEMENT AND TERM: This agreement (hereafter “Agreement”) commences the 1st day of August, 2016, and terminates on the 31st day of July, 2017.

2. RENEWAL OF AGREEMENT: On or before July 1, 2017, the parties hereto shall meet and use their best good faith efforts to determine whether a one-year continuation agreement is necessary and desirable.

3. EMPLOYMENT AND POSITION DUTIES: Sarpy hereby agrees to employ Jones as the Administrative Officer of the Sarpy County Department of Corrections, and shall be known as the Director of Corrections. Exhibit “A” attached hereto and incorporated herein by reference contains the duties and responsibilities of the Director of Corrections under this Agreement. By agreeing to perform this Agreement, Jones is under a duty to perform on behalf of Sarpy County each of said items listed in Exhibit “A” in a reasonable and professional manner, exerting such time and effort as may be required to do so. Such position shall also include such additional duties as may be agreed to by both parties by written amendment to the Agreement. Jones hereby accepts employment as Administrative Officer and all of the rights, duties, and responsibilities attendant thereto.

4. COMPENSATION AND BENEFITS: The following compensation terms and benefits apply during the term of the Agreement:

4.1 Jones employment with Sarpy shall be considered a part-time hourly position. As such, Jones is expected to devote 10-20 hours per week, on average, but shall devote such time as may be needed in any particular week to perform the duties described in Exhibit “A.” Jones shall keep a log of hours worked and a brief description of work performed during such work hours.

4.2 Jones shall be paid an hourly rate of $47.17, payable at such times and pursuant to such conditions as are applicable for other County employees. Such payment shall not increase except by amendment of this agreement.

4.3 Jones shall not be eligible to participate in the medical and dental health insurance or such other programs or fringe benefits as are offered to other Sarpy County employees, except Jones shall have the option to participate in the retirement plan as allowed per state law and the employee-funded deferred compensation plan. Further, Jones shall not earn or accrue vacation, sick, funeral or administrative leave.
5. **TERMINATION:** The Agreement may be terminated in the following situations:

5.1 Sarpy and Jones reserve the right to terminate this Agreement for any reason, as long as a minimum of thirty (30) days’ notice is provided from the terminating party. However, if Jones engages in an act of gross negligence, Sarpy retains the unilateral right to terminate the contract immediately. Gross negligence is that which manifests culpability or an intentional and substantial disregard of Sarpy’s interests or of Jones’ duties and obligations.

5.2 In the event of the death of Jones, the employment term and the Agreement shall terminate and be of no further force or effect.

5.3 In the event of a termination of employment for death or disability, Jones or his estate shall be entitled to all salary accrued but unpaid as of the date of termination.

5.4 In the event of termination of employment by Sarpy for any of the reasons delineated in Subparagraphs 5.1 or 5.2, Jones shall be paid for the actual time worked prior to and including the termination date. Nothing in the Agreement shall be deemed to limit any other rights and remedies which Sarpy may have against Jones.

6. **SEVERABILITY:** This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid.

DATED this **14th** day of **June**, 2016.

SARPY:
THE COUNTY OF SARPY, NEBRASKA,
A body politic and corporate

BY: ____________________________
Chairperson

ATTEST: _________________________
Mike Jones

APPROVED AS TO FORM:

Michael A. Smith
Deputy Sarpy County Attorney
CLASS TITLE: Corrections Director  
DEPARTMENT: Corrections  
DIVISION:  
DATE: November 4, 2014  
REVISION DATES:  

GRADE: 12  
UNION: NA  
FLSA: Non-exempt  
LOCATION: Courthouse  
CLASS#:  

GENERAL PURPOSE

Under the general direction of the Board of Corrections but may receive day-to-day direction from County Administration, performs a variety of skilled administrative and professional work involving oversight of county correctional facilities requiring considerable responsibility and independent judgment.

ESSENTIAL FUNCTIONS

Examine correctional facility operations, policies, and procedures and provide recommendations on areas of improvement or efficiency.

Establish and maintain effective working relationships with supervisors, County employees, elected officials, attorneys, law enforcement, other agencies, and the general public.

Review, administer and report all inmate grievances following established policies and procedures.

Ensure the Board of Corrections and Sheriff’s Office are in compliance with all applicable laws, rules and regulations related to correctional facility operation.

Work with Sheriff and other county departments as needed, to develop budgets for facility operations, maintenance and improvements.

Review operations and obstacles of implementing incarceration alternatives (e.g., work release, day reporting, electronic monitoring, pre-trial programming, and re-entry programming, etc.) working with affected county departments as needed.

Provide objective recommendations to consider correctional facility accreditation.

Create a variety of reports for the Board of Corrections as directed or according to established schedules.

Develop and recommend improvements of regularly scheduled inspections.

This position will not have custody, control, or supervision of any arrestee or inmate at any time.

Report to work with regular, predictable, and consistent attendance.

Peripheral Duties

Serve as a member of various committees as assigned.
Perform other duties as directed and assigned.

MINIMUM QUALIFICATIONS

Education and Experience
Bachelor's degree from an accredited college or university in Criminal Justice or a related field required. *
Six (6) years correctional facility management or closely related criminal justice management experience required. *

*Approved education or work experience beyond that required which provides equivalent knowledge, skills, and abilities may be considered and substituted for the stated education or experience.

Special Requirements
Must have and maintain throughout employment a valid Driver's License, as well as meet eligibility requirements of "acceptable driver standards" as defined by the County.

Necessary Knowledge, Skills, and Abilities:
Considerable knowledge of correctional facility operations
Considerable knowledge of correction staff management practices and principles
Working knowledge of applicable laws, rules and regulations related to correctional facility operations
Knowledge of, and ability to learn, specialized software and operating systems
Knowledge of budgeting principles and associate financial analysis
Skill in the presenting information to diverse audience
Ability to work under pressure and/or frequent interruptions
Ability to navigate stressful situations while maintaining composure
Ability to understand and follow exacting verbal and written instructions
Ability to prioritize work and carry out assigned projects to completion
Ability to communicate effectively, in English, both verbally and in writing
Ability to operate equipment including, but not limited to, multiline phone, computer and multifunction printer

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here 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 qualified individuals with disabilities to perform the essential tasks.
While performing this job, the employee is frequently required to sit/remain stationary, talk/hear, and operate/manipulate equipment using hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to stand/be erect, walk/move about, bend reach, kneel, and climb stairs. The employee must occasionally lift, maneuver, and/or move up to 30 pounds.

Required sensory abilities include vision and hearing. Visual abilities, correctable to normal ranges include close, distance, and color vision as well as depth perception and the ability to adjust focus. Communication abilities include the ability to talk (verbal exchange) and hear within normal ranges.

Work is performed indoors in an office setting and in correctional facilities throughout the county. Work hours may include evenings, weekends and holidays. Work may be fast-paced when dealing with multiple priorities and time constraints. The noise level is typically moderate.

SELECTION GUIDELINES

Formal application, rating of education and experience, interview, reference checks, successful completion of a national criminal background check, successful completion of a pre-employment drug screen, and other job related tests or checks as may be required.

DISCLAIMER

The job description is current as of the date signed. Any omission of specific statements does not exclude them from the position if they are similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Board of Corrections Chairman: [Signature] Date: 11/4/14

Human Resources Director: [Signature] Date: 11/4/14