

C. O. O. O.
1/26/16

Res. 19054

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the 26th day of January, 2016, by and between Jackson County, Missouri, herein after referred to as "the County," and Joseph Piccinini.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Joseph Piccinini to serve as the County's Director of the Department of Corrections; and,

WHEREAS, Joseph Piccinini, is well-qualified for this position and is desirous of undertaking the professional duties of said position;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

I. Term.

The County hereby engages the services of Joseph Piccinini to serve as its Director of the Department of Corrections, for a term commencing December 7, 2015, and terminating on December 31, 2016. After the initial term, Joseph Piccinini's employment may be renewed by mutual agreement of the parties, upon such terms as the parties may agree.

II. Employment.

For all purposes, County shall treat Joseph Piccinini as an officer and employee of the County and shall pay the employer's share of social security contributions and make appropriate deductions from the biweekly payments required under paragraph

FILED
JAN 25 2016
MARY JO SPINO
COUNTY CLERK

III(A) hereof for federal, state, and local taxes, and any other applicable taxes, fees, and assessments, as well as for any benefits which the County offers to its employees, in which Joseph Piccinini elects to participate. Joseph Piccinini's employment with the County shall be governed by Missouri law and the Jackson County Charter, Code, and Personnel Rules, unless otherwise specifically provided herein.

III. Compensation.

A. For the entire term of this Agreement, Joseph Piccinini shall be paid for his services the base sum of \$110,520.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Joseph Piccinini shall be entitled to receive that cost-of-living increase as well. In the event that the County creates a "merit pool" for employee merit salary increases, Joseph Piccinini shall be entitled to receive a merit increase no greater than the average increase for employees within the pool, provided that any such increase must be justified by Joseph Piccinini's employee evaluation. The County Executive shall have discretion to increase Joseph Piccinini's salary in any manner consistent with the County's personnel rules and procedures.

B. In lieu of submitting invoices for business use of his personal vehicle, Joseph Piccinini shall receive an automobile allowance in the amount of \$800.00 per month.

C. Without regard to the length of Joseph Piccinini's actual employment with the County, Joseph Piccinini shall earn vacation leave authorized under the County's Personnel Rules at the rate of four weeks (20 days) per year. One week (5 days) can be used during the first ninety (90) days of employment. Joseph

Piccinini's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

D. The County shall provide Joseph Piccinini a cellular telephone for business use. Alternatively, Joseph Piccinini shall be entitled to an allowance of \$55.00 monthly for his business use of his personal cellular telephone.

IV. Duties.

Joseph Piccinini shall perform all duties and exercise all responsibilities set out by the Missouri Constitution and Laws and Jackson County Charter, Code, and Personnel Rules for the office of the Director of the Department of Corrections. A copy of the current job description for this position is attached hereto as Exhibit A. In the event that the responsibilities of the position of Director of the Department of Corrections due to County asset reorganization, then the parties shall meet to discuss and negotiate whether or not Joseph Piccinini's compensation should change.

V. Termination.

This Agreement may be terminated by either Joseph Piccinini or County as follows:

A. Upon Joseph Piccinini's termination of the Agreement through a written resignation, upon death of Joseph Piccinini, or upon finding of a permanent disability of Joseph Piccinini, no severance shall be due.

B. The County may terminate the Agreement without cause. In that event, the County shall pay Joseph Piccinini a severance allowance equal to six (6) months' salary, payable within 15 days of the date of termination.

C. The County may terminate the Agreement for cause. If Joseph

Piccinini is terminated for cause, the severance payment outlined in subparagraph B above shall not be paid to Joseph Piccinini. "Cause" in this Agreement means:

- (i.) An intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of Joseph Piccinini's employment with the County;
- (ii.) Intentional damage to County's assets;
- (iii.) Intentional disclosure of County's confidential information contrary to the County's policies;
- (iv.) Breach of Joseph Piccinini's obligations under this Agreement;
- (v.) Intentional engagement in any competitive activity which would constitute a breach of Joseph Piccinini's duty of loyalty or of Joseph Piccinini's obligations under this Agreement;
- (vi.) Intentional breach of any of County's policies;
- (vii.) The willful and continued failure to substantially perform Joseph Piccinini's duties for County (other than as a result of incapacity due to physical or mental illness); or
- (viii.) Willful conduct by Joseph Piccinini that is demonstrably and materially injurious to the County, monetarily or otherwise.

For purposes of this paragraph, an act, or a failure to act shall not be deemed willful or intentional, as those terms are used herein, unless the act is done, or omitted to be done, by Joseph Piccinini in bad faith or without a reasonable belief that Joseph Piccinini's action or omission was in the best interest of County. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether the County learns of it before or after terminating Joseph Piccinini's employment.

D. In the event of termination of the Agreement, Joseph Piccinini shall be paid any compensation and benefits which would be due a County employee

terminated under similar circumstances, pursuant to the Jackson County Personnel Rules.

VI. Construction.

This Agreement shall be construed under the laws of the State of Missouri.

VII. Severability, Waiver, and Modification.

The invalidity or inability to enforce any provision hereof shall in no way affect the validity or enforceability of any other provision. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement. Further, any waiver, alteration, or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by the parties.

VIII. Annual Appropriation.

Funds necessary to meet any and all financial obligations incurred by the County herein are subject to appropriation in the County's 2016 and future years' annual budgets.


IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.


JACKSON COUNTY, MO

By 
Frank White, Jr.
County Executive

JOSEPH PICCININI

By 
Director of the Department of
Corrections

APPROVED AS TO FORM:

By 
W. Stephen Nixon
County Counselor

ATTEST:


Mary Jo Spino
Clerk of the Legislature

JACKSON COUNTY JOB DESCRIPTION

EXHIBIT A

TITLE: Regional Correctional Facility Director PAY LEVEL: G99

CODE: 2701-06981-001

WORKING TITLE: Corrections Director FLSA: EX

DATE: 1/06/2016

DIVISION: Administration

DEPARTMENT: Corrections

BARGAINING UNIT POSITION: No

CIRCUMSTANCE: Review

LOCATION: Kansas City

ANALYST: Katherine Swing

PERCENTAGE OF TIME ACCOUNTABILITIES

- | | |
|-----|---|
| 60% | 1. Department organizational effectiveness. |
| 40% | 2. Corrections programs credibility. |

SCOPE:

The employee in this class is responsible for the overall administration and operation of the Jackson County Regional Correctional Facility. The incumbent designs, implements, and monitors the effectiveness and efficiency of the Department of Correction's operation of a modern, high-rise adult regional correctional facility potentially housing over 1200 inmates, through direct supervision of four subdivision managers. The incumbent is responsible for a staff of more than 400 and an annual budget of about \$25 million. This employee reports directly to the Deputy Chief Operating Officer.

KNOWLEDGE AND SKILLS: (*Required prior to employment)

1. Knowledge of department policies and procedures.
- *2. Knowledge of the field of Corrections relating to institutional practices and the care and custody of inmates.
- *3. Knowledge of modern supervisory techniques: interviewing, selection, counseling, teaching, and progressive discipline.
- *4. Knowledge of modern administrative and organizational principles and practices.
- *5. Knowledge of budget preparation, maintenance, and application.
6. Knowledge of the County's budget and purchasing policies and procedures.
7. Knowledge of the County's personnel rules, policies, and procedures.
8. Knowledge of applicable federal, state, and county laws, regulations, ordinances, and other legal mandatory guidance regulations and industry standards regarding the administration or operation of the regional correctional facility.
- *9. Skill in verbal and written communication to present ideas and confer information to individuals or groups.
10. Skill in grant application, administration, monitoring, and reporting.
11. Skill in program evaluation techniques.
- *12. Skill in crisis intervention techniques.
- *13. Skill in determining the impact of incarceration on mental and physical illness.

HUMAN RELATIONS:

1. Coordinates department programs through communications with subordinate staff and other County officials.
2. Represents the department and County in making presentations to civic and community groups, professional organizations, and other interested groups.

HUMAN RELATIONS: (Continued)

3. Maintains daily contact of the department through personal and periodic visits in all areas of the regional correctional facility by written correspondence or telephone calls with department staff.
4. Communicates with private attorneys, volunteers, representatives from professional organizations, civic and community groups, elected and appointed officials, and family members of inmates.
5. Resolves those problems or issues beyond the scope of subordinate staff.

ILLUSTRATIVE TASKS: (This is not an inclusive list; other related tasks/duties may be assigned)

1. Determines the effectiveness and efficiency of the department's programs by monitoring and evaluating the performance of subdivision supervisory staff, staff meetings, reports, conversations, and special study results.
2. Reviews inmate grievances, the general appearance of the regional correctional facility and its mechanical systems, and determines the need for improvement or immediate attention or need for policy determinations or review. Clarifies delegation of authority, budgetary needs, long range planning, etc.
3. Designs, implements, and monitors department policies and procedures which govern inmate-staff relations, programs, health, and security; establishes with the senior management team short and long term goals, determining priorities and allocation of staff and fund resources to support priorities.
4. Receives and approves proposed policy and procedural changes initiated by subordinate staff; effects changes as warranted, reviewing changes and advising subordinate staff prior to implementation.
5. Reviews reports on incidents occurring in the facility; provides written responses to grievances, and attends Inmate Council meetings when appropriate. Selectively investigates individual inmate complaints to improve inmate relations and facility operations.
6. Determines the department's credibility as an appropriate detention facility to/for law enforcement personnel from outside agencies requesting its services. Represents the department and County in association with other criminal justice or detention agencies or facilities to improve the general operation of the department and to evaluate and enhance communications or coordinating activities.
7. With the approval of the County's Communications Office, conducts the department's public relations program, providing presentations to a variety of civic, neighborhood, and community organizations. Provides information to the broadcast and print media.
8. Decides action as the final authority to be taken in emergencies, riots, suicides, and serious assaults.
9. Prepares and presents the department's annual budget; monitors the approved budget and coordinates the transfer of funds throughout the budget year to achieve program and staffing objectives.
10. Initiates grant requests for additional funding; determines the need for funds, approves grant proposals, studies and interprets pertinent regulatory requirements and provisions, and provides a contact point for grantors in receiving funds and for reporting requirements.
11. Represents the department, in coordination with the County Counselor's office, in any legal actions taken against the department
12. Provides formal personnel evaluations of subordinate staff; applies progressive discipline, recommends merit pay increases, hires, terminates, approves personnel requisitions, etc.
13. Manages a budget in excess of \$25 million and contract with the City of Kansas City and the Kansas City Police Department.
14. Coordinates with City of Kansas City on inmate transportation and judicial issues; handles concerns with the Kansas City Municipal Court and the Kansas City Police Department.
15. Works with municipal social services with providing services to inmates.

ILLUSTRATIVE TASKS: (Continued)

16. Responsible for designing, implementing, and monitoring the effectiveness and efficiency of the Department of Correction's operation of a modern, high-rise adult regional correctional facility potentially housing as many as 1200 inmates, through direct supervision of four subdivision managers and staff of over 400.
17. Oversees the maintenance of all facilities.
18. Administer, manage, and oversee all aspects of the Regional Facility, specifically the following divisions, Jackson County, Kansas City Municipal, and Kansas City Police Department

ENVIRONMENTAL DEMANDS:

Work is performed in the regional correctional facility with daily contact with inmates, exposing the employee to the hazards associated with the occupational exposure to communicable diseases, blood borne pathogens, and possible verbal and physical attack by inmates.

MINIMUM QUALIFICATIONS:

Must have a Bachelor's degree in Social Sciences, Public Administration, or related field, Master's preferred, and ten (10) years progressively responsible experience in corrections, criminal justice administration or related field, supervisory experience required, must a drug screen, physical examination, and a police background check. (Also refer to the asterisks [*] in the KNOWLEDGE AND SKILLS section of this job description.)

JACKSON COUNTY JOB DESCRIPTION -- ADA/PHYSICAL DEMANDS FORM

JOB TITLE: Regional Correctional Facility Director **PAY GRADE:** G99 **CODE:** 2701-06981-001

DIVISION/DEPARTMENT: Administration/Corrections

DATE: 12/17/2015

PHYSICAL DEMANDS - Check demands that apply and describe what is required to perform the essential job functions. (This is not an inclusive list; other tasks/duties may be assigned)

- X **VISION** - Must be adequate to read files and other paperwork.
- X **HEARING** - Must be adequate for normal conversation with employees and the general public.
- X **SPEECH** - Must be able to speak and understand English clearly to provide detailed information by telephone and in person.
- X **STANDING** - 10 % of the time – Required when making presentations of ideas or information.
- X **WALKING** - 10 % of the time – Required when traveling between office or within department spaces.
- X **SITTING** - 80 % of the time – Required when completing administrative, personal computer, and telephone work assignments.
- X **LIFTING/CARRYING** - 25 lbs. - Required when lifting files, office supplies, and reports.
- X **PUSHING/PULLING** - 5 lbs. – Required when moving file boxes, office supplies, and reports; and when opening and closing file cabinet drawers and doors.
- X **CLIMBING/BALANCING** – Required when negotiating stairs, or retrieving files or supplies from overhead or from the floor.
- X **STOOPING/KNEELING/CROUCHING/CRAWLING** – Required when retrieving or filing from lower drawers or when retrieving items, office supplies, etc., from the floor.
- X **REACHING/HANDLING** - Required on most tasks.

Reviews for accuracy:

Incumbent
Date _____

Immediate Supervisor
Date _____

Appointing Authority
Date _____