

TEHAMA COUNTY
and
Amanda K. Sharp
EMPLOYMENT AGREEMENT
For the position of Social Services Director

THIS AGREEMENT, is made and entered into this 19th day of May, 2015, and shall become effective commencing the 1st day of June, 2015, by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and Amanda K. Sharp, hereinafter called "SHARP", both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of "SHARP" as the Social Services Director from the effective date hereof until May 31, 2018.

WHEREAS, it is the desire of the COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for said SHARP; and

WHEREAS, SHARP desires employment in the position described above.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

COUNTY hereby agrees to employ SHARP as the Social Services Director, to perform the functions and duties as specified in the Social Services Director classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Social Services Department from time to time as may be assigned.

Section 2: Term

- A. SHARP agrees to remain in the exclusive employ of COUNTY until May 31, 2018 and further agrees to accept no other employment that may conflict with SHARP's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of SHARP to resign from her position with COUNTY, subject only to the provision set forth in Section 4 of this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of SHARP at any time, subject only to the provision set forth in Section 3 of this agreement.
- D. Except as provided in Section 9, for purposes of determining the amount of SHARP's salary and any stipend or allowance hereunder, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 3: Termination and Severance Pay

The Social Services Director serves at the will of the COUNTY. If SHARP is terminated by the COUNTY before expiration of the aforesaid term of employment, and if SHARP is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay SHARP a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

SHARP shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the Memorandum of Understanding between the County of Tehama and the Tehama County Management Employees' Association effective October 1, 2014 or any successor agreement (hereinafter the "MOU"). MTO is not considered vested, and SHARP shall receive no compensation for unused MTO.

Section 4: Resignation

If SHARP voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then SHARP shall give COUNTY two months notice in advance, unless the parties agree otherwise.

Section 5: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if SHARP is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to SHARP's incapacity, or for any other reason, SHARP shall not receive any salary, stipend or other compensation hereunder once SHARP's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as county service for any purpose under this Agreement and SHARP shall not accrue PTO benefits while on unpaid leave. During any period of non-statutory unpaid leave, SHARP may, at SHARP's option, maintain SHARP's group insurance coverage in the same manner as is provided for in Article 17.6 of the Tehama County Management Employees' Association Memorandum of Understanding effective October 1, 2014 or any successor agreement then in effect.

Section 6: Salary

For purposes of this agreement, SHARP shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by SHARP under this agreement.

COUNTY agrees to pay SHARP for her services rendered pursuant hereto a salary, payable in semi-monthly installments at the same time as other management employees of the County of Tehama are paid and subject to satisfactory job performance equivalent to the following salary amounts:

| | |
|---|--------------------|
| June 1, 2015 through September 30, 2015 | \$8,821.00 monthly |
| October 1, 2015 through May 31, 2016 | \$8,998.00 monthly |
| June 1, 2016 through May 31, 2017 | \$9,472 monthly |
| June 1, 2017 through May 31, 2018 | \$9,970 monthly |

In the event that, during the term of this contract, the County of Tehama agrees to a percentage increase in compensation for all classifications represented by the Tehama County Management Employees Association, in excess of the increase set forth in Section 12.7 of the Tehama County Management Employees Association effective October 1, 2014, SHARP'S compensation, as set forth above, will be increased by an equal percentage. Any such increase in SHARP'S compensation shall be effective for all calendar months commencing after the effective date of the increase in Tehama County Management Employees Association classification compensation.

Notwithstanding any other provisions of this contract, COUNTY'S Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to SHARP during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, article XI, Section 10, subdivision (a).

Section 7: Department Head Stipend

A department head stipend shall be added to the salary of SHARP in the sum of \$100.00 per month.

Section 8: Performance Evaluation

- A. The Chief Administrator shall review and evaluate the performance of SHARP at least once during the year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as the COUNTY may from time to time determine, in consultation with SHARP. Further, the COUNTY Chief Administrator shall provide SHARP with a summary written statement of the findings and provide an adequate opportunity for SHARP to discuss her evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.
- B. At the time of evaluation, the COUNTY and SHARP shall define such goals and performance objectives that they determine necessary for the proper operation of the Social Services Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.
- C. In effecting the provisions of this Section, the COUNTY and SHARP mutually agree to abide by the provisions of applicable law.

Section 9: Cellular Telephone Allowance

As SHARP's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide SHARP a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for SHARP and shall not be prorated.

Section 10: Automobile

Should it be required that SHARP use her personal vehicle in the performance of her official County duties, it is agreed that SHARP will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for SHARP.

Section 11: Accumulated Sick Leave

From and after the effective date of this agreement, SHARP shall not be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to SHARP for use in accordance with the provisions of Articles 20.2(a), 20.3, 20.4 and 20.6 of the Tehama County Management Employees' Memorandum of Understanding or any successor agreement.

Section 12: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, SHARP shall accrue and have credited to her personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 20 (twenty) hours per month of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time SHARP has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease. Should SHARP use PTO hours to bring her balance below 500 hours, normal accrual will resume until the cap of 500 hours has been reached.

All accumulated vacation balances at the time of execution of this agreement shall be converted to Personal Time Off (PTO) leave and credited to SHARP's Personal Time Off (PTO) account as a one-time occurrence.

SHARP shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1, subject to the 500 hour cap.

From June 1, 2015 through December 31, 2015, the Board of Supervisors may, in its discretion and at SHARP's request, compensate SHARP for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay.

Beginning with the 2016 calendar year, SHARP may elect to pre-designate an irrevocable cash-out of up to sixty (60) hours of vacation for the upcoming calendar year. Requests under this section must be made prior to the end of the calendar year before the cash out will be made (for example, requests for the 2016 calendar year will be made before December 31, 2015).

Such requests will be subject to the following:

- i. SHARP will be required to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned. Cash-outs for hours accrued in prior years are not allowed.
- ii. SHARP may request the cash-out at any time in the designated calendar year once the employee has accrued sixty (60) hours of vacation in the calendar year of the cash-out. SHARP may only request one cash-out of the designated hours per calendar year.
- iii. For employees who have pre-designated cash-out amounts and who have not requested the cash out by December 1st of that calendar year, payroll will automatically cash out the pre-designated amount (or maximum available amount) by the last paycheck of the calendar year.
- iv. Payroll will complete the cash out provided that the requested cash out amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash out is not available at the time of the cash out request, the maximum available will be paid.
- v. If SHARP elects not to pre-designate a cash out by the deadline (December 31st of the prior calendar year) she will be deemed to have waived her right and will not be eligible to cash out any vacation leave in the current calendar year.

Section 13: Management Leave

SHARP shall have five (5) paid management leave days (40 hours) added to her Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or SHARP will lose that MTO.

Section 14: Parental Leave

SHARP shall be entitled to schedule paid parental leave upon the birth of her child or during the process of adoption of a minor child by SHARP. In the case of an adoption, the entitlement shall arise upon both: (1) the placement of the child in SHARP's home and (2) SHARP initiating or having completed an adoptive home study for the adoption of the child. COUNTY will pay up to one (1) week, five (5) consecutive working days, of parental leave for the first full week that SHARP is out of work due to the birth of a child or adoption. Parental Leave is separate and distinct from the use of PTO or MTO balances for pregnancy.

Section 15: Bereavement Leave

If SHARP is absent from work due to the death of a member of SHARP's "immediate family" (as defined in the MOU), COUNTY will pay SHARP for up to twenty-four (24) hours of paid leave for bereavement purposes per occurrence. In addition, SHARP may receive compensation

from accumulated PTO or MTO balances, if any, at the regular rate of pay for the additional time necessary to be absent from work, but not to exceed forty-eight (48) working hours per occurrence. If SHARP has insufficient PTO or MTO balances, and has a need for additional bereavement leave, SHARP will be granted a leave of absence without pay, not to exceed forty-eight (48) working hours per occurrence.

Section 16: Disability, Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for SHARP and her dependents. The method utilized to calculate the portion of the premium, if any, paid by the County shall be consistent with the method utilized by COUNTY to calculate the County contribution for employees covered by the Memorandum of Understanding between the COUNTY and the Tehama County Management Employees Association effective October 1, 2014, or any successor agreement then in effect.

Section 17: Retirement and Deferred Compensation

A. The parties acknowledge and agree that SHARP is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "classic" employee for purposes of the California Public Employees' Pension Reform Act of 2013.

B. SHARP shall participate in the CalPERS 2% at 55 defined benefit program. Retirement is integrated with Social Security.

C. The parties acknowledge and agree that the required CalPERS member contribution for SHARP shall be seven percent (7%) of the compensation paid to SHARP hereunder.

D. On and after June 1, 2015, COUNTY will not pay any part of the required member contribution on behalf of SHARP.

The COUNTY shall pay one hundred (100) percent of the required employer contribution to CalPERS.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

In addition, SHARP may participate in those Section 457 Deferred Compensation Plans the County of Tehama offers to its other employees on the same terms as all other Tehama County employees in the Management Employees Association.

Section 18: Professional Development

A. COUNTY hereby agrees to pay for travel and subsistence expenses of SHARP, in accordance with adopted county travel policy, for professional and official travel, meetings and occasions adequate to continue the professional development of SHARP and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Social Services Department functions and such other related national, regional, state and local governmental groups and committees thereof which SHARP serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

B. COUNTY also agrees to pay for travel and subsistence expenses of SHARP, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary

for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

Section 19: Indemnification

To the extent that SHARP is acting in her official capacity as Social Services Director, SHARP shall be considered a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify SHARP against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of SHARP's duties as Social Services Director.

Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of SHARP under any law or ordinance.

Section 21: Other Terms and Conditions of Employment

- A. The COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of SHARP, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.
- B. Except as otherwise provided herein, all provisions of the Tehama County Management Employees' Association Memorandum of Understanding and the personnel rules and regulations of the County of Tehama relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to SHARP as they would to employees of County who are subject to the MOU. Such provisions shall apply only to the extent that they are not inconsistent with the provisions of this Employment Agreement. Without limiting the generality of the preceding sentence, SHARP shall not be subject to Articles 3, 4, 5, 6, 8, 11, 12 (except 12.2), 13.3, 13.4, 13.5, 13.6, 13.7, 14, 15, 16, 17.1, 17.2, 17.3, 17.4, 17.5, 17.7, 17.8, 18, 20 (except 20.2b, 20.3, 20.4 and 20.6), 21, 23, 25, 26, 27.1, 28, 29, 30, 31, 32, 33, or 34 of the MOU or any successor provisions.

Section 22: No Reduction of Benefits

COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of SHARP, except to the degree of such a reduction across-the-board for all employees of the Department in which SHARP is employed who are represented by the Tehama County Management Employees Association (including a reduction resulting from employee furloughs).

Section 23: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:


- 1) COUNTY: Chief Administrator, 727 Oak Street, Red Bluff CA, 96080
- 2) SHARP: Amanda K. Sharp, at the permanent address on record with the Tehama County Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

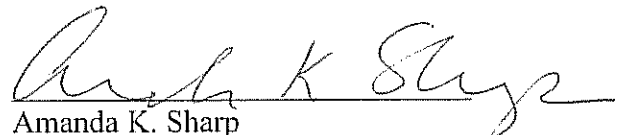
Section 24: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of SHARP.
- C. This agreement shall become effective commencing June 1, 2015.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and SHARP has signed and executed this agreement, both in duplicate, the day and year first above written.




Burt Bundy
Chairman, Board of Supervisors



Amanda K. Sharp
Employee

Approved as to form:



County Counsel

(Based on International City/County Management Association and California City Management Foundation models)

