

**TEHAMA COUNTY**  
and  
**RICHARD MUENCH**  
**EMPLOYMENT AGREEMENT**  
for the position of  
**CHIEF PROBATION OFFICER**

THIS AGREEMENT, is made and entered into this 6th day of October 2020 and shall become effective commencing the 1st day of November 2020 by and between the Presiding Juvenile Court Judge and the other judges of the Superior Court of California, County of Tehama (“APPOINTING AUTHORITY”), the County of Tehama (“COUNTY”), and Richard Muench (“MUENCH”), all of whom agree as follows:

WITNESSETH

WHEREAS, pursuant to Tehama County Charter article III, section 7, Penal Code sections 1203.5 and 1203.6, and Welfare and Institutions Code section 270, APPOINTING AUTHORITY desires to appoint and the COUNTY desires to employ and compensate MUENCH to act as Chief Probation Officer, hereinafter “CPO” at the Tehama County Probation Department, hereinafter “Department”; and

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

WHEREAS, MUENCH desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY 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 MUENCH as they would to any employees of the County; and

WHEREAS, 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 MUENCH, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

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

Section 1: Duties

APPOINTING AUTHORITY hereby appoints and COUNTY hereby agrees to employ MUENCH as the Chief Probation Officer. Said services shall include the day to day administration of the Probation Department of County and shall be performed under the direction and supervision of the Superior Court of Tehama County and through coordination with the Tehama County Chief Administrator and the Tehama County Board of Supervisors. Duties and responsibilities shall include those duties and responsibilities described in the Classification Specification for the CPO, including but not limited to:

- A. Plan, administer, and supervise the operations of the Probation Department including Juvenile Detention Facility operations.
- B. Administer the Probation Department annual budget.
- C. Supervise and evaluate the work of Probation Department personnel.
- D. Such other legally permissible and proper duties and functions of the Probation Department as may be assigned from time to time.

Except as otherwise provided by the COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. MUENCH shall report for work at his regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

#### Section 2: Term

MUENCH agrees to remain in the exclusive employ of COUNTY until March 31, 2023 and further agrees to accept no other employment that may conflict with MUENCH's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

#### Section 3: Salary

For purposes of this agreement, MUENCH 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 MUENCH under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, the COUNTY agrees to pay MUENCH hereto an annual salary of \$136,659.00, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period.

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 MUENCH 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).

COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of MUENCH, except with the concurrence of MUENCH and then only to the degree of such a reduction across-the-board for all employees of the Department in which MUENCH is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, 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 4: Cellular Telephone Allowance

As MUENCH's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide MUENCH 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 MUENCH and shall not be prorated.

Section 5: Automobile

As MUENCH's duties require travel in the course of County business, COUNTY agrees to provide MUENCH an automobile for his use during the performance of his official COUNTY duties, subject to all applicable County vehicle-use policies. Use of said vehicle is limited to normal travel within Tehama County and, when leaving the County, only on official County business. MUENCH acknowledges that COUNTY may conduct reviews to determine whether some or all of the value of vehicles provided to employees by COUNTY must be imputed as income for purposes of federal and/or state income tax.

The parties agree to re-open negotiations regarding the continued provision of this vehicle and imputation of income as a result of such reviews. In the event that no agreement is reached during such re-opened negotiations, COUNTY shall continue to provide the vehicle, but may impute the value of the vehicle as income to MUENCH for purposes of federal and/or state income tax. The parties further acknowledge and agree that, in the event that any federal and/or state agency determines that the value of the vehicle should have been imputed as income to MUENCH for tax purposes during any period for which such income was not imputed, COUNTY shall be solely responsible for payment of any resulting employer tax liability or deficiency (including any applicable interest or penalties) and MUENCH shall be solely responsible for payment of any resulting personal income tax liability or deficiency (including any applicable interest or penalties), each without recourse against the other party.

Should it be required that MUENCH use his personal vehicle in the performance of his official County duties, it is agreed that MUENCH 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 MUENCH.

Section 6: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, MUENCH shall accrue and have credited to his 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 MUENCH has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease. Should MUENCH use PTO hours to bring his balance below 500 hours, normal accrual will resume until the cap of 500 hours has been reached.

MUENCH shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at MUENCH's request, compensate MUENCH for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of the Management Unit.

### Section 7: Management Leave

MUENCH shall have five (5) paid management leave days (40 hours) added to his 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 MUENCH will lose that MTO.

### Section 8: Holidays

MUENCH shall be entitled to have the following holidays off with pay: January 1, the third Monday in January (Dr. Martin Luther King, Jr.'s birthday), February 12 (Lincoln Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4 (Independence Day), the first Monday in September (Labor Day), the second Monday in October (Columbus Day), November 11 (Veterans Day), Thanksgiving, the Friday after Thanksgiving, and December 25 (Christmas). MUENCH shall also be entitled to the last workday before Christmas (Christmas Eve) or the last workday before New Year's (New Year's Eve), as determined by the COUNTY.

If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

### Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for MUENCH and his dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the Tehama County Management Employees Association Memorandum of Understanding. MUENCH may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

The COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for MUENCH and/or members of his immediate family.

The COUNTY will allow MUENCH to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

### Section 10: Retirement

MUENCH shall participate in the California Public Employees' Retirement System (CalPERS) and Social Security Retirement systems. The parties acknowledge that MUENCH is a local safety 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.

The parties further acknowledge and agree that MUENCH's member contribution to CalPERS attributable to his employment with COUNTY is therefore nine (9%) percent of the compensation paid to MUENCH hereunder.

COUNTY will not pay any part of the required member contribution on behalf of MUENCH.

Additionally, COUNTY shall pay one-hundred (100) percent of the required employee contribution to CalPERS.

Section 11: Deferred Compensation

MUENCH 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. If MUENCH contributes to an Internal Revenue Code Section 457 Deferred Compensation plan sponsored by COUNTY, COUNTY will contribute a matching deposit of up to \$100 (one hundred dollars) per month to that plan on behalf of MUENCH.

Section 12: Professional and Official Travel

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

COUNTY also agrees to pay for travel and subsistence expenses of MUENCH, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of MUENCH to resign from his position with COUNTY. If MUENCH voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then MUENCH shall give APPOINTING AUTHORITY and COUNTY 90 days' written notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The APPOINTING AUTHORITY may terminate this agreement at any time in accordance with Tehama County Charter, Article III, Section 7, Penal Code Sections 1203.5 and 1203.6 and Welfare and Institutions Code Section 270, subject only to the provisions set forth in this agreement.

If MUENCH is terminated by the COUNTY before expiration of the aforesaid term of employment, and if MUENCH is willing and able to perform his duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay MUENCH 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.

Should MUENCH's employment with the County be terminated for any reason, MUENCH shall receive compensation for any unused vacation period previously earned. MTO is not considered vested, and MUENCH shall receive no compensation for unused MTO.

#### Section 15: Incapacity and Unpaid Leave

The parties acknowledge that Labor Code 4850 applies to MUENCH's employment hereunder.

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, including without limitation Labor Code 4850, if MUENCH is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, APPOINTING AUTHORITY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the APPOINTING AUTHORITY and Board of Supervisors due to MUENCH's incapacity, or for any other reason, MUENCH shall not receive any salary, stipend or other compensation hereunder once MUENCH'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 MUENCH shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes MUENCH is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should MUENCH fail to return to work within three workdays of the expiration of approved leave, he shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow MUENCH an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that MUENCH had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if MUENCH is on a leave of absence beyond any accrued leaves, he may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if MUENCH is on a leave of absence beyond any accrued leaves, he may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis.-MUENCH may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date MUENCH returns to work from the leave of absence in which he completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 16: Performance Evaluation

- A. The Chief Administrator shall review and evaluate the performance of MUENCH at least once during each 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 MUENCH. Further, the COUNTY Chief Administrator shall provide MUENCH with a summary written statement of the findings and provide an adequate opportunity for MUENCH to discuss his evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.
- B. At the time of evaluation, the COUNTY and MUENCH shall define such goals and performance objectives that they determine necessary for the proper operation of County Probation 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 MUENCH mutually agree to abide by the provisions of applicable law.

Section 17: Safety

The COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, the COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 18: Indemnification

To the extent that MUENCH is acting in his official capacity as the Chief Probation Officer, MUENCH shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify MUENCH 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 MUENCH's duties as Chief Probation Officer.

Section 19: Bonding

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

Section 20: 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:

- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. MUENCH: MUENCH, at the permanent address on record with the 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 21: 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 MUENCH.
- C. This agreement shall become effective commencing November 1, 2020.
- 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 MUENCH has signed and executed this agreement, both in duplicate, the day and year first above written.

ROBERT WILLIAMS  
Chairman, Board of Supervisors

10/27/20  
Date

Presiding Judge of the Superior Court of California,  
County of Tehama, with the full authority of the  
Appointing Authority

11/13/20  
Date

Judge of the Tehama County Juvenile Court

11/13/20  
Date

RICHARD MUENCH, Employee

10-26-20  
Date

RICHARD STOUT, County Counsel  
Approved as to form

Date



**E-Contract Review**  
**Approval as to Form**

Department Name: Administration

Vendor Name: Richard Muench.

Contract Description: Department head employment contract.

APPROVED AS TO FORM:



Date: 03/27/2020

Office of the Tehama County Counsel  
Richard Stout, County Counsel