

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND MELANI RODRIGUE
FOR THE POSITION OF PUBLIC GUARDIAN – PUBLIC ADMINISTRATOR**

The Employment Agreement made and entered into on the 28th day of August, 2018 by and between the County of Tehama (COUNTY), and MELANI RODRIGUE (RODRIGUE), identified as Misc. Agreement No. 2018-235, shall be amended as set forth herein.

I. Section 6: Salary shall be amended to read as follows:

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

In full consideration for services rendered, and the satisfactory job performance of specified duties, the COUNTY agrees to pay RODRIGUE hereto an annual salary, 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. Annual salaries will be as follows:

September 10, 2018 through October 31, 2018	\$8,114.00 Monthly
November 1, 2018 through September 9, 2019	\$8,357.00 Monthly
September 10, 2019 through December 31, 2020	\$8,357.00 Monthly
January 1, 2021 through September 9, 2021	\$101,484 Annually

In the event that, during the term of this contract, the COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", RODRIGUE's employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between the COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

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 RODRIGUE 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).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of RODRIGUE, except with the concurrence of RODRIGUE and then only to the degree of such a reduction across-the-board for all employees of the Department in which RODRIGUE 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.

II. Section 7: Department Head Stipend shall be removed as of January 1, 2021

III. Section 11: Personal Time Off shall be amended to read as follows:

In lieu of accruing vacation or sick leave, RODRIGUE shall accrue and have credited to his personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time RODRIGUE has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

RODRIGUE 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 RODRIGUE's request, compensate RODRIGUE 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.

IN WITNESS WHEREOF, APPOINTING AUTHORITY, COUNTY, and RODRIGUE have executed this agreement on the day and year set forth below.

Date: DEC 22 2020


Chairman, Tehama County Board of Supervisors

Date: JAN 21, 2021


MELANI RODRIGUE

Approved as to form:

County Counsel

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

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Multiple County Employment Contracts.

Contract Description: Amendment to employment agreements for the purpose of removing management stipend.

APPROVED AS TO FORM:



Date: 12/11/2020

Office of the Tehama County Counsel
Richard Stout, County Counsel