



TEHAMA COUNTY
and
DONELDA RULOFSON
EMPLOYMENT AGREEMENT
for the position of
Agriculture Commissioner / Sealer of Weights & Measures

THIS AGREEMENT, is made and entered into on August 29, 2023 and effective commencing September 1, 2023 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and DONELDA RULOFSON, hereinafter called "RULOFSON" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of RULOFSON as Agriculture Commissioner / Sealer of Weights & Measures from the effective date hereof until August 31, 2027; and

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

WHEREAS, RULOFSON 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 RULOFSON 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 RULOFSON 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

COUNTY hereby agrees to employ RULOFSON as the Agriculture Commissioner / Sealer of Weights & Measures to perform the functions and duties as specified in the Agriculture Commissioner / Sealer of Weights & Measures 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 Agriculture Department from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. RULOFSON

the salary, compensation or other financial benefits of RULOFSON, except with the concurrence of RULOFSON and then only to the degree of such a reduction across-the-board for all employees of the Department in which RULOFSON 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 RULOFSON's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide RULOFSON 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 RULOFSON and shall not be prorated.

Section 5: Automobile

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

Section 6: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, RULOFSON shall accrue and have credited to her 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 RULOFSON has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

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

The Board of Supervisors may, in its discretion and at RULOFSON's request, compensate RULOFSON 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 TCMEA.

Section 7: Management Leave

RULOFSON 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 RULOFSON will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such

offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to RULOFSON hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of RULOFSON in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of RULOFSON and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Agriculture Commissioner / Sealer of Weights & Measures functions and such other related national, regional, state and local governmental groups and committees thereof which RULOFSON 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 RULOFSON, 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.

If RULOFSON is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, RULOFSON will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of RULOFSON to resign from her position with COUNTY. If RULOFSON voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then RULOFSON shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Agriculture Commissioner / Sealer of Weights & Measures serves at the will of the COUNTY pursuant to state law. If RULOFSON is terminated by the COUNTY before expiration of the aforesaid term of employment, and if RULOFSON 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 RULOFSON 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.

RULOFSON shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and RULOFSON shall receive no compensation for unused MTO.

any purpose under this Agreement and RULOFSON shall not accrue PTO benefits while on unpaid leave.

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

Should RULOFSON fail to return to work within three workdays of the expiration of approved leave, RULOFSON 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 RULOFSON an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that RULOFSON 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 RULOFSON 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 RULOFSON is on a leave of absence beyond any accrued leaves, RULOFSON he may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. RULOFSON 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 RULOFSON returns to work from the leave of absence in which RULOFSON completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of RULOFSON 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 COUNTY may from time to time determine, in consultation with RULOFSON. Further, the COUNTY Chief Administrator shall provide RULOFSON with a summary written statement of the findings and provide an adequate opportunity for RULOFSON to discuss her evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and RULOFSON shall define such goals and performance objectives that they determine necessary for the proper operation of the Agriculture 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.

In effecting the provisions of this Section, COUNTY and RULOFSON mutually agree to abide by the provisions of applicable law.

Section 18: Safety

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

Donelda Rulofson
DONELDA RULOFSON
Employee

Approved as to form:

MARGARET LONG
County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A
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16.AGRICULTURE / ADMINISTRATION

- a) AGREEMENT - Approval and authorization for the Chair to sign an Employment Agreement with Donelda Rulofson for the position of Agriculture Commissioner / Sealer of Weights & Measures with an annual salary of \$149,126, effective 9/1/23 and shall terminate 8/31/27.

(Miscellaneous Agreement #2023-290)

Chief Administrator Gabriel Hydrick reviewed the terms of the agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Hansen, Leach, Nolen, Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 29th day of August, 2023.

DATED: September 1, 2023

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California



Deputy