

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND REBECCA EMERY
FOR THE POSITION OF SOCIAL SERVICES DIRECTOR**

The Employment Agreement made and entered into on the 23rd day of July, 2024 by and between the County of Tehama (COUNTY), and REBECCA EMERY (EMERY), identified as Misc. Agreement No. 2024-232, shall be amended as set forth herein.

I. Section 1A: Additional Duties

COUNTY agreed on July 23, 2024 to employ EMERY as the Social Services Director to perform the duties as described in Section 1: Duties of that agreement.

This amendment provides that the COUNTY has agreed to employ EMERY to serve as the Interim Public Guardian / Public Administrator for the term of this agreement.

The Interim Public Guardian / Public Administrator is a department head level position and serves as the appointing authority for all personnel of the Public Guardian / Public Administrator Department. Directs and administers program policies and operations to ensure the effective provision of conservatorship administration to County citizens. Performs related administrative and professional work as required.

II. Section 3: Salary shall be amended to read as follows:

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

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay EMERY 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:

July 28, 2024 through November 25, 2024	\$138,726.00 Annually
November 26, 2024 through July 27, 2025	\$145,663.00 Annually
July 28, 2025 through November 25, 2025	\$152,946.00 Annually
November 26, 2025 through July 27, 2026	\$145,663.00 Annually
July 28, 2026 through July 27, 2027	\$152,946.00 Annually

In the event that, during the term of this contract, 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", EMERY'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 COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

Notwithstanding any other provisions of this contract, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to EMERY 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 EMERY, except with the concurrence of EMERY and then only to the degree of such a reduction across-the-board for all employees of the Department in which EMERY 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.

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

Date: _____

Chairman, Tehama County Board of Supervisors

Date: _____

REBECCA EMERY

Approved as to form:

County Counsel

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