

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

The Employment Agreement made and entered into on the 31st day of August, 2021 by and between the County of Tehama (COUNTY), and MELANI KAIN (KAIN), formerly MELANI RODRIGUE (RODRIGUE), identified as Misc. Agreement No. 2021-222, shall be amended as set forth herein.

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

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

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

April 2, 2024 through September 9, 2024	\$125,455.00 Annually
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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”, KAIN’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 KAIN 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 KAIN, except with the concurrence of KAIN and then only to the degree of such a reduction across-the-board for all employees of the Department in which KAIN 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 KAIN have executed this agreement on the day and year set forth below.

Date: _____

Chairman, Tehama County Board of Supervisors

Date: _____

MELANI KAIN

Approved as to form:

County Counsel

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