

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY
and
Rachel Ross-Donaldson
EMPLOYMENT AGREEMENT
For the position of
Tehama County Solid Waste Management Agency Manager

THIS AGREEMENT, is made and entered into this 4th day of October, 2021, and shall become effective commencing the 16th day of March, 2022, by and between the Tehama County Solid Waste Management Agency Board of Directors, hereinafter called "AGENCY" and Rachel Ross-Donaldson, hereinafter called "ROSS-DONALDSON", both of whom understand as follows:

WITNESSETH

WHEREAS, AGENCY desires to employ the services of "ROSS-DONALDSON" as the Tehama County Solid Waste Management Agency Manager from the effective date hereof until March 15, 2025.

WHEREAS, it is the desire of the AGENCY to provide certain benefits, to establish certain conditions of employment and to set working conditions for said ROSS-DONALDSON; and

WHEREAS, ROSS-DONALDSON desires employment in the position described above.

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

Section 1: Duties

AGENCY hereby agrees to employ ROSS-DONALDSON as the Tehama County Solid Waste Management Agency Manager, to perform the functions and duties as specified in the Tehama County Solid Waste Management Agency Manager classification specification heretofore or hereinafter approved by the Tehama County Solid Waste Management Agency Board of Directors and to perform other legally permissible and proper duties and functions of the Tehama County Solid Waste Management Agency from time to time as may be assigned.

Section 2: Term

- A. ROSS-DONALDSON agrees to remain in the exclusive employ of AGENCY until March 15, 2025 and further agrees to accept no other employment that may conflict with ROSS-DONALDSON'S performance of duties until this termination date, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of ROSS-DONALDSON to resign from her position with AGENCY, subject only to the provision set forth in Section 4 of this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the AGENCY to terminate the services of ROSS-DONALDSON at any time, subject only to the provision set forth in Section 3 of this agreement.

D. Except as provided in Section 9, for purposes of determining the amount of ROSS-DONALDSON'S salary and any stipend or allowance hereunder, 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 3: Termination and Severance Pay

The Tehama County Solid Waste Management Agency Manager serves at the will of the AGENCY. If ROSS-DONALDSON is terminated by the AGENCY before expiration of the aforesaid term of employment, and if ROSS-DONALDSON is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the AGENCY will pay ROSS-DONALDSON 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.

ROSS-DONALDSON shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the Memorandum of Understanding between the County of Tehama and the Tehama County Management Employees' Association dated July 27, 2021 or any successor agreement (hereinafter the "MOU"). MTO is not considered vested, and ROSS-DONALDSON shall receive no compensation for unused MTO.

Section 4: Resignation

If ROSS-DONALDSON voluntarily resigns her position with AGENCY before expiration of the aforesaid term of her employment, then ROSS-DONALDSON shall give AGENCY two months' notice in advance, unless the parties agree otherwise.

Section 5: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), Americans with Disabilities Act of 1990 and any other statute or regulation pertaining to leaves or disability, if ROSS-DONALDSON is permanently disabled and cannot be reasonably accommodated or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, AGENCY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the AGENCY Board of Directors due to ROSS-DONALDSON'S incapacity, or for any other reason, ROSS-DONALDSON shall not receive any salary, stipend or other compensation hereunder once ROSS-DONALDSON'S accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as agency service for any purpose under this Agreement and ROSS-DONALDSON shall not accrue PTO benefits while on unpaid leave. During any period of non-statutory unpaid leave, ROSS-DONALDSON may, at ROSS-DONALDSON'S option, maintain ROSS-DONALDSON'S group insurance coverage in the same manner as is provided for in Article 17.7 of the Tehama County Management Employees' Association Memorandum of Understanding dated July 27, 2021 or any successor agreement then in effect.

Section 6: Salary

For purposes of this agreement, ROSS-DONALDSON shall be considered an overtime-exempt employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by ROSS-DONALDSON under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, the AGENCY agrees to pay ROSS-DONALDSON hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the AGENCY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

March 16, 2022 through March 15, 2023	\$110,743 annually
March 16, 2023 through March 15, 2024	\$110,743 annually
March 16, 2024 through March 15, 2025	\$110,743 annually

In the event that, after October 4, 2021, the County of Tehama agrees to a percentage increase in salary for all classifications represented by the Tehama County Management Employees Association, ROSS-DONALDSON'S salary will be increased by an equal percentage. Any such increase in ROSS-DONALDSON'S salary shall be effective for all calendar months commencing after the effective date of the increase in the Management employee salary.

Notwithstanding any other provisions of this contract, AGENCY'S Board of Directors reserves the right, in its sole discretion, to increase the compensation paid by AGENCY to ROSS-DONALDSON 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 Directors, consistent with the California Constitution, article XI, Section 10, subdivision (a).

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 7: Safety Shoes

Where AGENCY requires that safety shoes appropriate to the classification be worn by ROSS-DONALDSON, the Agency shall reimburse up to a maximum of three hundred dollars (\$300) every two years, upon presentation of proof of purchase or repair by ROSS-DONALDSON.

Section 8: Performance Evaluation

A. The County of Tehama Chief Administrator and Red Bluff City Manager shall review and evaluate the performance of ROSS-DONALDSON at least once during the year. Said review and evaluation shall be conducted in a manner consistent with Tehama County Department Head evaluation policies. Said criteria may be added to or deleted from as the AGENCY may from time to time determine, in consultation with ROSS-DONALDSON. Further, the County of Tehama Chief Administrator and Red Bluff City Manager shall provide ROSS-DONALDSON with a summary written statement of the findings and provide an adequate

opportunity for ROSS-DONALDSON to discuss her evaluation with the Chief Administrator and Red Bluff City Manager, and as appropriate, the AGENCY Board of Directors.

- B. At the time of evaluation, the AGENCY and ROSS-DONALDSON shall define such goals and performance objectives that they determine necessary for the proper operation of the Tehama County Solid Waste Management Agency 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 AGENCY and ROSS-DONALDSON mutually agree to abide by the provisions of applicable law.

Section 9: Cellular Telephone Allowance

As ROSS-DONALDSON'S duties require the use of a cellular telephone in the course of agency business, AGENCY agrees to provide ROSS-DONALDSON 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 ROSS-DONALDSON.

Section 10: Automobile

Should it be required that ROSS-DONALDSON use her personal vehicle in the performance of her official duties, it is agreed that ROSS-DONALDSON will be reimbursed at the approved County of Tehama reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for ROSS-DONALDSON.

Section 11: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, ROSS-DONALDSON 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 ROSS-DONALDSON has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

ROSS-DONALDSON 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 Directors may, in its discretion and at ROSS-DONALDSON'S request, compensate ROSS-DONALDSON 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 of Tehama for members of the Tehama County Management Employees Association.

Section 12: Management Leave

ROSS-DONALDSON 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 ROSS-DONALDSON will lose that MTO.

In the event that, during the term of this Agreement, the County of Tehama and the Tehama County Management Employee's Association agree to increase or decrease the number of paid MTO hours for employees represented by the Association, or that such adjustment is otherwise lawfully imposed by Tehama County Board of Supervisors, then the number of MTO hours credited to ROSS-DONALDSON hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 13: Parental Leave

ROSS-DONALDSON shall be entitled to schedule paid parental leave upon the birth of her child or during the process of adoption of a minor child by ROSS-DONALDSON. In the case of an adoption, the entitlement shall arise upon both: (1) the placement of the child in ROSS-DONALDSON'S home and (2) ROSS-DONALDSON initiating or having completed an adoptive home study for the adoption of the child. AGENCY will pay up to one (1) week, five (5) consecutive working days, of parental leave for the first full week that ROSS-DONALDSON is out of work due to the birth of a child or adoption. Parental Leave is separate and distinct from the use of PTO or MTO balances for pregnancy.

Section 14: Bereavement Leave

If ROSS-DONALDSON is absent from work due to the death of a member of ROSS-DONALDSON'S "immediate family" (as defined in the MOU), AGENCY will pay ROSS-DONALDSON for up to twenty-four (24) hours of paid leave for bereavement purposes per occurrence. In addition, ROSS-DONALDSON may receive compensation from accumulated PTO or MTO balances, if any, at the regular rate of pay for the additional time necessary to be absent from work, but not to exceed forty-eight (48) working hours per occurrence. If ROSS-DONALDSON has insufficient PTO or MTO balances, and has a need for additional bereavement leave, ROSS-DONALDSON will be granted a leave of absence without pay, not to exceed forty-eight (48) working hours per occurrence.

Section 15: Disability, Health and Life Insurance

AGENCY agrees to provide comprehensive medical, vision, life and dental insurance for ROSS-DONALDSON and her dependents. The method utilized to calculate the portion of the premium, if any, paid by the AGENCY shall be consistent with the method utilized by County of Tehama to calculate the County contribution for employees covered by the Memorandum of Understanding between the County of Tehama and the Tehama County Management Employees Association dated July 27, 2021, or any successor agreement then in effect.

Section 16: Retirement and Deferred Compensation

A. The parties acknowledge and agree that ROSS-DONALDSON is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "new employee" for purposes of the California Public Employees' Pension Reform Act of 2013.

B. ROSS-DONALDSON shall participate in the CalPERS 2% at 62 defined benefit program. Retirement is integrated with Social Security.

C. In accordance with Government Code section 7522.30, ROSS-DONALDSON shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for her defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member contribution for ROSS-DONALDSON hereunder is less than the member contribution for "classic" employees represented by the Tehama County Management bargaining unit (established pursuant to Government Code section 20516.5 or otherwise), ROSS-DONALDSON shall pay a portion of the CalPERS employer contribution equal to the difference between ROSS-DONALDSON'S required employee contribution hereunder and the member contribution established for "classic" employees represented by the Tehama County Management bargaining unit. It is the intent of this Section that ROSS-DONALDSON pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "classic" employees represented by the Tehama County Management bargaining unit, whichever is greater. The AGENCY will not pay any portion of this contribution on behalf of ROSS-DONALDSON.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

In addition, ROSS-DONALDSON 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 ROSS-DONALDSON contributes to an Internal Revenue Code Section 457 Deferred Compensation plan sponsored by the County of Tehama, AGENCY will contribute a matching deposit of up to \$100 (one hundred dollars) per month to that plan on behalf of ROSS-DONALDSON. In the event that, during the term of this Agreement, the County of Tehama and the Tehama County Management Employees' Association agree to increase or decrease the matching deposit for employees represented by the Tehama County Management Employees' Association, or that such adjustment is otherwise lawfully imposed by the County of Tehama, then the matching deposit provided to ROSS-DONALDSON hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 17: Professional Development

- A. AGENCY hereby agrees to pay for travel and subsistence expenses of ROSS-DONALDSON, in accordance with adopted Tehama County travel policy, for professional and official travel, meetings and occasions adequate to continue the professional development of ROSS-DONALDSON and to adequately pursue necessary official functions for AGENCY, including conferences specific to the Tehama County Solid Waste Management Agency functions and such other related national, regional, state and local governmental groups and committees thereof which ROSS-DONALDSON serves as a member, subject to the AGENCY budget as approved by the AGENCY Board of Directors.
- B. AGENCY also agrees to pay for travel and subsistence expenses of ROSS-DONALDSON, in accordance with adopted Tehama County travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the AGENCY, subject to the AGENCY budget as approved by the AGENCY Board of Directors.

Section 18: Indemnification

To the extent that ROSS-DONALDSON is acting in her official capacity as the Tehama County Solid Waste Management Agency Manager, ROSS-DONALDSON shall be considered an AGENCY employee for purposes of indemnity and the AGENCY shall defend, save harmless, and indemnify ROSS-DONALDSON 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 ROSS-DONALDSON'S duties as Tehama County Solid Waste Management Agency Manager.

Section 19: Bonding

AGENCY shall bear the full cost of any fidelity or other bonds required of ROSS-DONALDSON under any law or ordinance.

Section 20: Other Terms and Conditions of Employment

- A. The AGENCY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of ROSS-DONALDSON, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.
- B. Except as otherwise provided herein, all provisions of the Tehama County Management Employees' Association Memorandum of Understanding and the personnel rules and regulations of the County of Tehama 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 ROSS-DONALDSON as they would to employees of Tehama County who are subject to the MOU. Such provisions shall apply only to the extent that they are not inconsistent with the provisions of this Employment Agreement. Without limiting the generality of the preceding sentence, ROSS-DONALDSON shall not be subject to Articles 3, 4, 5, 6, 8, 11, 12 (except 12.2), 13.3, 13.4, 13.5, 13.6, 13.7, 14, 15, 16, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.8, 18, 20 (except 20.3), 21, 23, 25, 26, 27.1, 28, 29, 30, 31, 32, 33, or 34 of the MOU or any successor provisions.

Section 21: No Reduction of Benefits

Except as stated in Section 15 and 16, AGENCY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of ROSS-DONALDSON, except with the concurrence of ROSS-DONALDSON and then only to the degree of such a reduction across-the-board for all employees of the Tehama County Solid Waste Management Agency in which ROSS-DONALDSON is employed who are represented by Tehama County (including a reduction resulting from employee furloughs).

Section 22: 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:

- 1) AGENCY: City Manager, City of Red Bluff, 555 Washington Street, Red Bluff, CA 96080 AND Chief Administrator, County of Tehama, 727 Oak Street, Red Bluff, CA 96080

- 2) ROSS-DONALDSON: Rachel Ross-Donaldson, at the permanent address on record with the Tehama 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 23: General Provisions

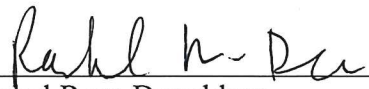
- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of ROSS-DONALDSON.
- C. This agreement shall become effective commencing March 16, 2022.
- D. If any provision, or portion 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.
- E. This agreement shall be binding on Tehama County Solid Waste Management Agency as it presently exists or may hereinafter be reconstituted or as to any successor entity.

IN WITNESS WHEREOF, the Tehama County Solid Waste Management Agency Board of Directors has caused this agreement to be signed and executed in its behalf by its Chairperson and ROSS-DONALDSON has signed and executed this agreement, both in duplicate, the day and year first above written.

Date: 10/4/21


Candy Carlson, Vice-Chair, Tehama County Solid Waste Management Agency Board of Directors

Date: 10/28/21


Rachel Ross-Donaldson

Approved as to form:


Collin Bogener, Agency Counsel

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