EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 2nd day of May 2017, by and between the **COUNTY OF SISKIYOU**, a political subdivision of the State of California (hereinafter “COUNTY”) and **Allison Giannini** (hereinafter “Giannini”).

WHEREAS, the Chief Probation Officer is appointed by the COUNTY Board of Supervisors in accordance with the provisions of Title 2 Chapter 38 of the Siskiyou County Code; and,

WHEREAS, the COUNTY Board of Supervisors desires to appoint Giannini as Chief Probation Officer of the COUNTY effective May 7, 2017; and,

WEREAS, the County Board of Supervisors desires to establish a contract for the Chief Probation Officer of the County; and

WHEREAS, Giannini desires to serve as Chief Probation Officer of the COUNTY; and,

WHEREAS, the COUNTY Board of Supervisors and Giannini wish to memorialize the terms and conditions of employment; and,

WHEREAS, both Parties desire to create conditions which will contribute to the mutual success of this employment relationship.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Appointment. Pursuant to Title 2 Chapter 38 of the Siskiyou County Code, the COUNTY Board of Supervisors hereby appoints Giannini to the position of Chief Probation Officer.

2. Professional Performance. Giannini shall perform the duties of Chief Probation Officer as set forth in Title 2 Chapter 38 of the Siskiyou County Code, as it now provides or may hereafter be amended, and such other duties as may be prescribed by COUNTY’s Board of Supervisors, or by law, in a professional manner and to the satisfaction of COUNTY’s Board of Supervisors.  
 Giannini may pursue professional development, including but not limited to national, regional, state and local conferences and government groups and committees subject to approval by the Board of Supervisors. Authorized memberships shall include the annual dues for, paid for by the County.

3. Performance Evaluation.

A. COUNTY’s Board of Supervisors in conjunction with the County Administrator shall conduct an annual performance review of Giannini.

B. At the time of the annual evaluation, the COUNTY’s Board of Supervisors in conjunction with the County Administrator and Giannini will set goals and objectives that they determine necessary for the proper operation of the Probation Department and shall further establish a relative priority among those various goals and objectives. Said goals, objectives and priorities will be memorialized in writing. The goals and objectives shall generally be attainable within the time frame and budgetary resources provided.

4. Other Terms and Conditions of Employment. The COUNTY’s Board of Supervisors shall fix any other terms and conditions of employment in writing, as it may determine from time to time, relating to the performance of Giannini, provided such terms and conditions are not inconsistent with provisions of this Agreement or the law.

5. Tenure.

(a) Giannini shall serve solely at the will and pleasure of the COUNTY Board of Supervisors and Giannini expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing, except as expressly provided in this Agreement. Tenure in the position of Chief Probation Officer is that which is provided by the terms of this Agreement.

(b) Giannini acknowledges, understands and warrants that Giannini shall have no further right or claim to employment after termination of the employment relationship between COUNTY and Giannini, and that no other document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term of this Agreement or otherwise grant Giannini any right or claim to continued employment with the COUNTY. This warranty has been relied upon by COUNTY as a material inducement to enter into this Agreement and, in the absence thereof, COUNTY would not have entered into this Agreement.

6. Resignation and Termination.

(a) Giannini may terminate her employment at any time by delivering to the COUNTY’s Board of Supervisors her written resignation. Giannini agrees to give the COUNTY at least thirty (30) days written notice prior to the effective date of her resignation. Such resignation shall be irrevocable unless the parties mutually agree to allow the resignation to be revoked.

(b) Giannini acknowledges that the COUNTY’s Board of Supervisors, with a three-fifths (3/5) majority vote, may at any time terminate Giannini’s employment relationship with the COUNTY upon thirty (30) days prior written notice as authorized by Title 2 Chapter 38 of the Siskiyou County Code.

(c) Any meeting to consider the termination of Giannini by the COUNTY’s Board of Supervisors shall be held in closed session and any action to terminate Giannini shall be reported out in a public meeting as required by law. In recognition of Giannini’s professional status and integrity, Giannini and the COUNTY’s Board of Supervisors shall prepare a joint public statement which is mutually agreeable to both Parties and shall be made by the COUNTY’s Board of Supervisors at the public meeting at which any termination action taken in closed session is reported. The joint press statement shall not contain any text or information that would be disparaging to either Party.

7. Salary

(a) The COUNTY shall pay Giannini a salary of Eighty-Six Thousand Seven Hundred and Eighty Nine Dollars (**$****86,789 )** (step 1) per annum for  services, payable in installments at the same time as other Department Heads of the County are paid and subject to legally required withholding commencing as of the first day of appointment.

(b) County Board of Supervisors may increase Giannini’s salary by Minute Order. Additionally, should Giannini accomplish the goals established by the Board of Supervisors and County Administrator  will be eligible for up to a 5% pay increase effective the first full pay period in May 2018.

(c) The salary established by this Agreement shall not be decreased.

8. Benefits

(a) The COUNTY shall provide Giannini the same benefits as are now provided to the Appointed Department Heads per Siskiyou County Resolution No. 16-263, including but not limited to Family Care & Medical Leave, Bereavement Leave, Employees Assistance Program, Health, Dental, Vision Life & Disability Insurance, Administrative Leave, Holiday Pay, CalPERS retirement and retiree health insurance but excluding cost of living adjustments.

(b) Giannini shall carry her current vacation, floating holidays, and administrative leave accruals upon appointment as Chief Probation Officer. All accumulated vacation on record shall be paid at the time of separation from employment.

(c) Giannini shall carry her current sick leave accruals at the time of appointment as Chief Probation Officer and shall accrue sick leave in accordance with County Sick Leave Policy 7.9.

9. Nonassignability and Nondelegability. Giannini shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions.

10. Compliance with Law.

(a) Giannini shall, during her employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of Giannini resulting in conviction of a public offense involving moral turpitude or a withholding of services under this Agreement shall constitute a material breach of this Agreement relieving COUNTY of any and all obligations hereunder.

(b) Giannini shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Giannini shall remain in the exclusive employment of COUNTY during the term of this Agreement. Prior to performing any services under this Agreement and annually thereafter, Giannini shall complete all disclosure forms required by law.

11. Merger. This writing is intended both as the final expression of the agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the employment agreement between COUNTY and Giannini. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Indemnification. COUNTY shall defend and indemnify Giannini against all claims and liabilities arising within the course and scope of her employment as set forth in Division 3.6 of Title 1 of the California Government Code (commencing with section 810).

13. Notices. Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO COUNTY: Board of Supervisors

County of Siskiyou

P. O. Box 750/1312 Fairlane

Yreka, CA 96097

TO ALLISON GIANNINI: Giannini

C/O County of Siskiyou

P. O. Box 750/1312 Fairlane

Yreka, CA 96097

14. Implementation of Agreement. COUNTY’s Board of Supervisors shall take all actions as required by law in order to implement the terms and conditions set forth in this Agreement.

15. Superseding of Agreement. This Agreement shall supersede and take precedence over any and all prior agreements, written or oral.

Signatures on Following Page.

COUNTY OF SISKIYOU

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Date\_\_\_\_\_\_\_\_

Michael N. Kobseff, Chair

Board of Supervisors

ATTEST:

COLLEEN SETZER, CLERK

Board of Supervisors

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ Date\_\_\_\_\_\_\_\_

Allison Giannini,

Chief Probation Officer

APPROVED AS TO LEGAL FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­/ Date\_\_\_\_\_\_\_\_

Brad Sullivan

County Counsel