EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 10th day of April, 2018, by and between the **COUNTY OF SISKIYOU**, a political subdivision of the State of California (hereinafter “COUNTY”) and **SARAH COLLARD** (hereinafter “COLLARD”).

WHEREAS, the Health and Human Services Agency Director is appointed by the COUNTY Board of Supervisors in accordance with the Siskiyou County Code; and,

WHEREAS, the COUNTY Board of Supervisors desires to promote and appoint COLLARD as Health and Human Services Agency Director; and,

WHEREAS, COLLARD desires to serve as Health and Human Services Agency Director commencing her appointment on April 22, 2018; and,

WHEREAS, the COUNTY Board of Supervisors and COLLARD 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 Chapter 37, Section 2-37.01 of the Siskiyou County Code, the COUNTY Board of Supervisors hereby appoints COLLARD to the position of Director of Health and Human Services until contract is terminated pursuant to section six (6).

2. Professional Performance. COLLARD shall perform the duties of Director of Health and Human Services as set forth in 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.  
 COLLARD may pursue professional development, including but not limited to regional, state and local conferences.

3. Performance Evaluation. COUNTY’s Board of Supervisors shall conduct an annual performance review of COLLARD. In addition, every year COUNTY’s Board of Supervisors in conjunction with the County Administrator and COLLARD will set goals and objectives for the following year. The COUNTY’s Board of Supervisors and COLLARD shall further establish a relative priority among those goals and objectives.

4. Tenure.

(a) COLLARD shall serve solely at the will and pleasure of the COUNTY Board of Supervisors and COLLARD expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing, except as expressly provided in this Agreement.

(b) COLLARD acknowledges, understands and warrants that COLLARD shall have no further right or claim to employment after the expiration of this Agreement or the termination of the employment relationship between COUNTY and COLLARD, 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 COLLARD 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.

5. Resignation and Termination.

(a) COLLARD may terminate her employment at any time by delivering to COUNTY’s Board of Supervisors her written resignation. COLLARD 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) In consideration for the provisions of this Agreement regarding severance pay, COLLARD acknowledges that the COUNTY’s Board of Supervisors, with a three-fifths (3/5) majority vote, may at any time terminate COLLARDS’S employment relationship with the COUNTY upon thirty (30) days prior written notice.

(c) Any meeting to consider the termination of COLLARD by the COUNTY’s Board of Supervisors shall be held in closed session and any action to terminate COLLARD shall be reported out in a public meeting as required by law. In recognition of COLLARD’s professional status and integrity, COLLARD 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.

6. Salary

(a) The COUNTY shall pay COLLARD a salary of $135,000 per annum for her 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 employment.

(b) The Board of Supervisors shall review COLLARD’s salary annually to determine if an increase in salary or cost of living adjustment is desirable; Also, subject to annual performance evaluations, COUNTY may increase salary by Minute Order.

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

7. Benefits

(a) The COUNTY shall provide COLLARD the same benefits as are now provided to the Appointed Department Heads, including but not limited to Family Care & Medical Leave, Bereavement Leave, Professional License Fees, Employees Assistance Program, Health, Dental, Vision Life & Disability Insurance, Administrative Leave, CalPERS retirement and retiree health insurance (excluding the death/retirement sick leave payout).

(b) COLLARD shall continue to accrue vacation leave at the rate of one hundred sixty (160) hours per year. Vacation leave shall have an accumulation limit of 312 hours, enforced on December 31 of each year.

(c) All accumulated vacation on record shall be paid at the time of separation from employment.

(d) COLLARD shall continue to be credited with sick leave at the rate of ninety six (96) hours per year at the rate of 3.7 hours per pay period, without limit and may use it in case of sickness or disability or for critical illness of an immediate family member.

(e) Holiday Leave. COLLARD will be compensated for all COUNTY designated holiday’s. Additionally, COLLARD is entitled to 24 hours of floating holiday time per year which will be credited the first full pay period in January each year and pro-rated in accordance with the Appointed Department Head resolution, for employees hired during the calendar year.

(f) Administrative Leave. COLLARD shall be entitled to 60 hours of administrative leave per calendar year with an option to be taken off or to be paid and shall be pro-rated for employees hired or terminated during the calendar year in accordance with the Appointed Department Head resolution.

(g) Retirement Plan. COLLARD is entitled to the same CalPERS retirement formulas as those contained in the Appointed Department Head Unit Resolution. If COLLARD retires from County employment, the COUNTY shall continue to pay fifty percent (50%) of the dental and health insurance premium for COLLARD until time of death.

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

10. Compliance with Law.

(a) COLLARD shall, during her employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of COLLARD 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) COLLARD 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. COLLARD 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, COLLARD 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 COLLARD. 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 COLLARD 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

1312 Fairlane Rd.

Yreka, CA 96097

TO COLLARD: Sarah COLLARD

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.

COUNTY OF SISKIYOU

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

Ray Haupt, Chair

Board of Supervisors

ATTEST:

COLLEEN SETZER, CLERK

Board of Supervisors

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

Deputy

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sarah COLLARD

APPROVED AS TO LEGAL FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ed Kiernan

County Counsel