

**CENTRAL SIERRA CHILD SUPPORT AGENCY
Board of Directors Meeting**

Location:

Monday, October 26, 2026, 2:00 PM
Central Sierra Child Support Agency
639 New York Ranch Rd., Jackson, California

Teleconference:

*Autumn Andahl – 891 Mountain Ranch Rd, San Andreas, CA 95249
Steve Griefer – 2 S. Green St, Sonora, CA 95370
Anaiah Kirk – 2 S. Green St, Sonora, CA 95370*

BOARD OF DIRECTORS

Terry Woodrow, Chair	Logan Carnell
Gary Tofanelli, Vice Chair	Steve Griefer
Autumn Andahl	Anaiah Kirk
Jeff Brown	

PLEASE NOTE

All proceedings are conducted in English. The Board is committed to making its proceedings accessible to all citizens. Individuals with special needs may call 209-418-6128. All inquiries must be made at least 48 hours prior to the meeting. Public hearing items will commence no sooner than the times listed on the agenda.
NOTE: This meeting will take place at the location listed above AND will be available via teleconference as follows:

**Join By Phone: (US) +1 669-900-6833, Meeting ID: 852 4944 6939
Passcode: 050872**

REGULAR MEETING AGENDA

I. OPENING BUSINESS

A. Call to Order

B. Roll Call

Terry Woodrow, Chair
 Gary Tofanelli, Vice Chair
 Autumn Andahl, Director
 Jeff Brown, Director
 Logan Carnell, Director
 Stephen Griefer, Director
 Daniel Anaiah Kirk, Director

II. PUBLIC COMMENT PERIOD REGARDING MATTERS NOT ON THE AGENDA: Discussion items only; no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Central Sierra Child Support Agency Board of Directors; however, any matter that requires action may be referred to staff for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per topic.

III. CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one (1) motion. Any item(s) may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

A. Minutes: Review and approval of the minutes for the July 27, 2026, Board meeting.

IV. ADMINISTRATIVE MATTERS

A. Intention to Amend CalPERS Contract: to include Public Employees' Pension Reform Act language.

1. Britt Memo re Amendment to CalPERS Contract to Include PEPRA Provisions
2. Resolution of Intention and Exhibit Amendment to the Contract
3. CalPERS Contract with prior Amendments

B. Public Employment Contract: Discussion and possible action to approve an amendment to the Executive Director contract.

1. DeNatale Boyd Memo re Public Employee Contract: Executive Director Contract – Britt
2. Executive Director Contract – May 2025
3. Proposed First Amendment to Britt Contract

C. Executive Report: Review of budget and statistical report for period ending 09/30/26; program and administrative report.

V. CLOSED SESSION: may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

A. Move into Closed Session

B. Public Employee Performance Evaluation (Government Code § 54957) Title: Executive Director. Possible action.

C. Public Employee Performance Evaluation (Government Code § 54957) Title: General Counsel. Possible action.

D. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation (Government Code section 54956.9(d)(2): One (1) case Megan Muse v. Central Sierra Child Support Agency, California Civil Rights Department Case Number 202510-31725815. Possible action.

VI. RECONVENE IN OPEN SESSION AND REPORT ANY ACTION TAKEN IN CLOSED SESSION

VII. ADJOURNMENT

NEXT REGULARLY SCHEDULED BOARD MEETING: January 25, 2027, at 2:00 pm – CSCSA, 639 New York Ranch Rd., Jackson, CA

AGENDA ITEM

III

BOARD OF DIRECTORS
 Central Sierra Child Support Agency
 639 New York Ranch Road
 Jackson, CA 95642

MINUTES
July 27, 2026

I. OPENING BUSINESS

A. Call to Order: Vice Chair Tofanelli called the meeting to order at 2:00 pm.

B. Roll Call:

Directors present:

Gary Tofanelli, Vice Chair
 Autumn Andahl, Director
 Jeff Brown, Director
 Logan Carnell, Director
 Daniel Anaiah Kirk, Director

Absent:

Terry Woodrow, Chair
 Stephen Grier, Director

Staff present:

Kim Britt, Executive Director
 Daniel Padilla, Deputy Director
 Lisa Bispham, Staff Services Specialist

II. PUBLIC COMMENT PERIOD REGARDING MATTERS NOT ON THE AGENDA:

None

III. CONSENT AGENDA

A. Minutes: Review of the minutes of April 27, 2026, and June 22, 2026, Board meetings.

Motion by Director Brown and second by Director Carnell to approve the minutes as presented. Motion carries 5-0-0 with Chair Woodrow and Director Grier absent for the vote.

IV. ADMINISTRATIVE MATTERS

A. Annual Public Hearing AB 2561 Disclosure Status of Vacancies: Executive Director Kim Britt reported that the General Unit (GU) has 14 positions with (one) 1 vacancy resulting in a GU vacancy rate of 7%; the Management, Confidential, and Professional Unit (MCP) has 6 positions with zero (0) vacancies resulting in a MCP

vacancy rate of 0%; and the Unrepresented Class has 4 positions with zero (0) vacancies resulting in an Unrepresented Class vacancy rate of 0%. Britt stated that since CSCSA does not have a vacancy rate of 20% or higher we are not currently subject to the recruitment and retention requirements. Britt shared that as part of the Agency's requirements she informed both bargaining units of the Agency's vacancy rates and notified them of this public hearing and reported that neither responded with any comments.

B. Final Budget 2026-2027: Public Hearing: Britt reported that we did receive our final allocation letter for the 2026-2027 fiscal year, which does reflect the Governor's final budget. In the last board meeting Britt shared that there was still some uncertainty as to whether there was going to be a reinstatement of the \$17.65 million in funding that was taken from the program several years ago, but she is happy to report that the \$17.65 million was restored back to the program. Britt explained that using the State's methodology, the restored funds will be allocated only to underfunded counties. While CSCSA is underfunded, we did not meet the threshold of counties receiving the restored funding. Britt reported that there was a one-time incentive funding amount of \$4.6 million that was included in the budget that was unexpected for the program and, as a result, CSCSA is going to receive an additional \$57,782.00 for the 2026-2027 fiscal year.

Britt reviewed how the Agency's funding and cost accounting works, sharing that we are funded by State and Federal funding with the State Department of Child Support Services funding of 34% and the Federal Government funding of 66%, and we do not draw from the member counties' general funds. The State distributes funds in monthly advances equal to one-twelfth of the annual allocation and reconciles these amounts quarterly based on CSCSA's expenditure claims, adjusting future advances if we are receiving more than we are spending unless we have communicated with them that there is a reason that we still need the additional funding. At the end of the fiscal year, any unspent funds revert to the State except for the Federal Performance Incentive Funding (FPIF) that allows us to roll over up to \$200,000 into the following year if needed.

Britt reported that the proposed final budget reflects total revenues of \$4,252,412.00 general funding with the additional FPIF amount of \$46,215.00. Britt shared that with the changes made since April to the budget, the FPIF withdrawal has been reduced by \$150,923.00 from the preliminary budget amount of \$197,138.00.

Britt highlighted the following changes from the 2026-2027 preliminary budget that was adopted by the Board at its April 27, 2026, meeting:

- Salaries and Benefits: The final budget reflects an overall decrease in the 2026-2027 Salary budget of \$79,317.28 and a decrease in the Benefits budget of \$32,513.69 due to an unforeseen retirement and a current Office Assistant position vacancy that is expected to be filled in early fall.
- Services and Supplies – The final budget reflects an overall increase of \$18,689.00 compared to the preliminary budget due to a software upgrade to our

accounting software totaling \$11,322.00, which increased the overall expenditures for this line item by \$9,689.03; and our insurance line item increased by \$9,000.00 for the increase in General Liability insurance costs of \$12,000.00.

Overall, with the additional incentive funds received and the salary savings, the Agency's total expenditures decreased by \$93,141.13 from the preliminary budget for the total final budget expenditure amount of \$4,418,627.00.

Britt reported that in response to an inquiry while working with CalHR about the Position Control Report we conducted a review of how position changes have historically been managed within the Agency. Britt shared that positions no longer needed due to declining workloads, operational restructuring, or classification updates had been internally marked as deleted or unfunded and reported to the Board through Executive Director updates.

Britt stated that she would like to make changes to the process to increase the transparency of current positions and to give the Board the opportunity to approve or not approve the Position Control report. She would like to include the Position Control with the final budget that will show the specific positions we are including in the final budget. Britt directed the Board to the Position Control that was included in the board packet that covers the positions that we are requesting to include as part of our final budget.

Britt stated that she would like to go back and make changes to the positions that were presented in prior Executive Director reports in a more formal manner. She is requesting to unfund the Child Support Specialist position that was vacated in June 2026 due to retirement and in addition is requesting to delete 13 positions that have been vacated over the years that were never brought before the Board for approval to delete these positions. Britt's intention moving forward is to approve the Position Control through the final budget process. Britt shared that the 13 positions were internally deemed as unfunded informally as they were not necessary for various reasons.

Director Carnell asked if there was any pushback from the Unions for eliminating 13 positions. Britt stated that the deleted positions were not discussed with the Unions since the positions haven't been filled in many years. Britt added that these positions have only been listed in our internal Position Control document and were not included in prior final budgets or proposed budgets. Director Kirk asked if the 13 deleted positions were workload ratio driven. Britt responded saying yes that some of the positions were due to operational changes (how the work was distributed) and/or were changed into a different position that was more appropriate for the workload. Britt is recommending that the Board approve the Final Budget and Position Control Report as presented for SFY 2026-2027.

The Board discussed two related items: the proposed final budget and the Position Control Report. Following the discussion, Director Carnell asked whether two separate motions were required; one to approve the budget and one to approve the Position Control Report, or whether approving the budget would automatically include approval of the Position Control Report. Vice Chair Tofanelli clarified that

two separate votes were needed and called for a motion on the approval of the budget.

Motion by Director Brown and second by Director Carnell to approve the final 2026-2027 fiscal year budget as presented. Motion carries 5-0-0 with Chair Woodrow and Director Griefer absent for the vote.

RESOLUTION NO. 26-006

Resolution approving the adoption of the 2026-2027 FY Final Budget.

Motion by Director Carnell and second by Director Andahl to approve the 2026-2027 Position Control Report as presented. Motion carries 4-0-1 with Vice Chair Tofanelli abstaining, and Chair Woodrow and Director Griefer absent for the vote.

RESOLUTION NO. 26-007

Resolution approving the 2026-2027 Fiscal Year Position Control Report.

- C. Executive Report:** Executive Director Britt reviewed the highlights and opportunities from each of the following divisions to the Board.

Fiscal: The fiscal year closed on June 30, 2026, with the Agency spending 95% of its approved budget. For FY 2025-2026, our allocation totaled \$4,194,630, plus we budgeted \$200,000 of our FPIF funds to balance the budget. Britt is happy to report that even with all our special projects we ended the year \$1,012 under our regular allocation and did not use our FPIF. The main areas we experienced salary savings were due to mid-year hiring of the Child Support Supervisor and Office Assistant positions, and the largest savings over \$114,000 from health insurance costs. In addition, we had \$75,000 savings in insurances, legal services, and training that were less than anticipated.

Our Staff Services (Fiscal) Manager is now focusing on the annual FTE Survey which is a state-required fiscal report used to justify future funding levels. The survey is very detailed, complex and time-intensive and so the fiscal manager starts early to be sure she completes it on time.

Human Resources: Our staffing levels decreased by two (2) employees. Thomas Lacher retired in June after 20 years of service as a Child Support Specialist and we extended our best wishes. We had one (1) Office Assistant resigned to pursue other opportunities, and we plan to fill this position in the coming months. We currently only have two (2) staff members under one year of service, making this team our most experienced team since 2022, which is very exciting. We can attribute the staff

longevity and morale to the onboarding of the leadership team as they have spent a lot of time training staff, which has given staff the independence and confidence to do their work.

In May, we had nine (9) employees that attended the CalCSA Annual Child Support Conference and Expo in San Diego. One of the greatest benefits for staff is the opportunity to collaborate with other child support professionals from across the state and most of the staff that attended were first time attendees. There were three (3) CSCSA staff members, including Britt, that were invited to serve as panelists for workshops. Our Program Manager and a Child Support Specialist contributed their expertise in intergovernmental cases, where specialized knowledge is limited. Britt participated in a leadership workshop titled, "Climbing the Ladder, sharing her career progression from clerical roles to leadership positions. It was a valuable learning experience for all involved.

Technology & Security: Each contract that comes up for renewal is reviewed and analyzed to be sure we are getting the best costs and it is a service that we do need. Our technology refresh through the State has been delayed. We initially anticipated the refresh happening in the spring, but the State DCSS IT Division was waiting for the Governor's budget approval before issuing a new rollout schedule, which we hope to receive soon. As a reminder, this upgrade will be provided at no cost to the Agency.

Marketing & Outreach: In May, we participated in the Calaveras County Fair with a creative feature booth celebrating hometown pride. Our display highlighted CSCSA's milestones and the way we have supported families over the years. We also included a QR code linking our website to see if we can gauge people's interest in what we do and we are excited to say that we did get some interest by the number of scans that we had. Our staff had a fun time creating the display and enjoyed representing the program.

Our website is undergoing updates to provide more useful information to our customers. We have seen an increase in traffic and have identified several areas for improvement, including adding helpful links. We are hoping with these changes it will continue growth in engagement and better support for our community.

Program Performance: Deputy Director Daniel Padilla reviewed the total distributed collections of the past three (3) quarters. We are currently only \$140,000 below our monthly milestone, and overall collections are nearly \$500,000 higher than in June 2025.

Padilla reviewed the Program Dashboard Summary as of June 2026 for FFY 2025/2026 and shared the following highlights:

- FPM 1 – IV-D Paternity Establishment, we are at 97.43%. This will increase as time goes on into the last quarter and we hope to reach our goal of 103.50%.
- FPM 2 – Cases with a Support Order Established, we are at 90.36%. This is an

area we are focusing on and it will influence FPM 1.

- FPM 3 - Collections on Current Support, we are at 66.22% and in comparison, we are eighteenth (18) out of the State, which is really good. We are working hard on this measure, and it will influence FPM 4 as well.
- FPM 4 – Cases with Collections on Arrears, we are at 59.86%. This measure is a case count and our goal is to reach 69% of our caseload that have arrears to make a payment within the FFY.

V. CLOSED SESSION:

A. Move into Closed Session: The Board recessed into closed session at 2:48 pm.

B. Public Employee Performance Evaluation (Government Code § 54957) Title: Executive Director. Possible action.

VI. RECONVENE IN OPEN SESSION AND REPORT ANY ACTION TAKEN IN CLOSED SESSION.

Vice Chair Tofanelli reconvened the meeting and reported that the Board completed the employee evaluation and determined that the Executive Director received a positive evaluation and is performing exceptionally well. Director Carnell inquired about the possibility of conducting a 360-evaluation next year. Vice Chair Tofanelli requested that a discussion on the evaluation process for the coming year be added to the next Board agenda.

NEXT REGULARLY SCHEDULED BOARD MEETING: October 26, 2026, at 2:00 pm – CSCSA, 639 New York Ranch Rd., Jackson, CA

ADJOURNMENT: The meeting was adjourned at 3:03 pm.

Chair, Board of Directors

KIMBERLY BRITT

Executive Director

By: Lisa L. Bispham, Staff Services Specialist

AGENDA ITEM

IV

MEMORANDUM

DATE: October 19, 2026
TO: Board of Directors
FROM: Kim Britt, Executive Director
SUBJECT: Intention to Amend CalPERS Contract

(AGENDA ITEM IV.A.1.)

Central Sierra Child Support Agency (CSCSA) has participated in the California Public Employees' Retirement System (CalPERS) since September 15, 2003. CalPERS recently notified the Agency that our existing contract, last amended in 2012, does not contain the required language reflecting the Public Employees' Pension Reform Act of 2013 (PEPRA). As a result, the Agency must amend its retirement contract to ensure compliance with current CalPERS requirements and state law.

This amendment is administrative in nature and will not result in any changes to benefits or additional costs for the Agency or its employees. Neither PEPRA nor classic members will see an impact to their benefit formulas, eligibility, or contributions. The changes are limited to incorporating mandated PEPRA language and minor grammatical updates for clarity and consistency.

The contract amendment process occurs in two steps. If the Board adopts the Resolution of Intention, this will initiate the amendment process. CalPERS requires that no final action be taken sooner than 20 days after this resolution, per Government Code Section 20471. The final resolution and associated documents requiring approval for the contract amendment will be brought to the Board during the January meeting.

Attached to this Agenda item are the following: Resolution of Intention with Exhibit and the CalPERS contract with prior Amendments.

Recommendation: It is recommended that the Board adopt the Resolution of Intention to amend the Agency's CalPERS contract to include the required PEPRA language and authorize the Chair to sign the Resolution of Intention allowing CSCSA to proceed with the contract amendment process.

RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
CENTRAL SIERRA CHILD SUPPORT AGENCY

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide **Public Employees' Pension Reform Act** language.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

EXHIBIT

**AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
CENTRAL SIERRA CHILD SUPPORT AGENCY**

The Board of Administration, Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 15, 2003, and witnessed June 13, 2003, and as amended effective August 27, 2004, May 16, 2011, and August 28, 2012, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective August 28, 2012, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after September 15, 2003, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - a. Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - b. Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - c. Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. SAFETY EMPLOYEES.

6. This contract shall be a continuation of the contract of the Child Support Function of Alpine County, Amador County and Calaveras County, hereinafter referred to as "Former Agency". The accumulated contributions, assets, and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred September 15, 2003.
7. This contract shall be a continuation of the contract of the Child Support Service function of County of Tuolumne, hereinafter referred to as "Former Agency". The accumulated contributions, assets, and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred January 1, 2011.
8. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, provided therein for service on and after August 27, 2004, for members whose service has been included in Federal Social Security (2% at age 55 Full and Supplemental).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
10. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic members only.
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).

- d. Section 21427 (Improved Nonindustrial Disability Allowance).
 - e. Section 21624 and 21626 (Post-Retirement Survivor Allowance).
 - f. Section 21024 (Military Service Credit as Public Service).
 - g. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
 - h. Section 21118 (Partial Service Retirement).
11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
12. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members prior to August 27, 2004.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulations. If more or less than the correct amount of contributions is paid for any period, proper Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the ____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS & PREFUNDING PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Board of Directors
Central Sierra Child Support Agency

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Central Sierra Child Support Agency

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 15, 2003, and witnessed June 13, 2003, and as amended effective August 27, 2004 and May 16, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective May 16, 2011, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after September 15, 2003 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. SAFETY EMPLOYEES.

6. This contract shall be a continuation of the contract of the Child Support function of Alpine County, Amador County and Calaveras County, hereinafter referred to as "Former Agencies". The accumulated contributions, assets and liability for prior and current service under the Former Agencies contract's shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred September 15, 2003.
7. This contract shall be a continuation of the contract of the Child Support Service function of County of Tuolumne, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred January 1, 2011.
8. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, provided therein for service on and after August 27, 2004, for members whose service has been included in Federal Social Security (2% at age 55 Full and Supplemental).

9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation).
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).
 - d. Section 21427 (Improved Nonindustrial Disability Allowance).
 - e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
 - f. Section 21024 (Military Service Credit as Public Service).
 - g. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
 - h. Section 21118 (Partial Service Retirement).
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the 28th day of August, 2012.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
CENTRAL SIERRA CHILD SUPPORT
SERVICES AGENCY

BY Karen De Frank
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY Sam Rayce
PRESIDING OFFICER

8/27/12
Witness Date

Attest:

Shelley Smith
Clerk



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Central Sierra Child Support Agency

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 15, 2003, and witnessed June 13, 2003, and as amended effective August 27, 2004 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective August 27, 2004, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after September 15, 2003 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
- (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. SAFETY EMPLOYEES.

6. This contract shall be a continuation of the contract of the Child Support function of Alpine County, Amador County and Calaveras County, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred September 15, 2003.
7. This contract shall be a continuation of the contract of the Child Support Service function of County of Tuolumne, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred January 1, 2011.
8. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, provided therein for service on and after August 27, 2004, for members whose service has been included in Federal Social Security (2% at age 55 Full and Supplemental).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation).
 - b. Section 20965 (Credit for Unused Sick Leave).

- c. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).
 - d. Section 21427 (Improved Nonindustrial Disability Allowance).
 - e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
 - f. Section 21024 (Military Service Credit as Public Service).
 - g. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the 16th day of May, 2011.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
CENTRAL SIERRA CHILD SUPPORT
AGENCY

BY Maria Mang for
LORI MCGARTLAND, CHIEF
EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY Th. J. Howell
PRESIDING OFFICER

5/13/11
Witness Date

Attest:

Abbie Smith
Clerk



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Central Sierra Child Support Agency

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 15, 2003, and witnessed June 13, 2003, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective September 15, 2003, and hereby replaced by the following paragraphs numbered 1 through 12 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after September 15, 2003 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
4. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. SAFETY EMPLOYEES.

5. This contract shall be a continuation of the contract of the Child Support function of the Alpine County, Amador County and Calaveras County, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred September 15, 2003.
6. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, provided therein for service on and after the effective date of this amendment to contract for members whose service has been included in Federal Social Security (2% at age 55 Full and Supplemental).

7. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation).
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).
 - d. Section 21427 (Improved Nonindustrial Disability Allowance).
 - e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
 - f. Section 21024 (Military Service Credit as Public Service).
 - g. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
9. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of AUG 27 2004, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY *Kenneth W. Marzion*
KENNETH W. MARZION, CHIEF
ACTUARIAL & EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
CENTRAL SIERRA
CHILD SUPPORT AGENCY

BY *Maria J. Callaway*
PRESIDING OFFICER

AUG 26 2004

Witness Date

Attest:

Catherine J. Giannini
Clerk



California
Public Employees' Retirement System

CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Central Sierra Child Support Agency

In consideration of the covenants and agreement hereafter contained and on the part of both parties to be kept and performed, the governing body of above public agency, hereafter referred to as "Public Agency", and the Board of Administration, Public Employees' Retirement System, hereafter referred to as "Board", hereby agree as follows:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after SEP 15 2003 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).

4. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. SAFETY EMPLOYEES;

5. This contract shall be a continuation of the child support function of the Alpine County, Amador County and Calaveras County, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurs on the effective date of this contract.
6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. Public Agency elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation).
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).
 - d. Section 21427 (Improved Nonindustrial Disability Allowance).
 - e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
 - f. Section 21024 (Military Service Credit as Public Service), Statutes of 1976.
 - g. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

9. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY 
KENNETH W. MARZION, CHIEF
ACTUARIAL & EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
CENTRAL SIERRA CHILD SUPPORT
AGENCY

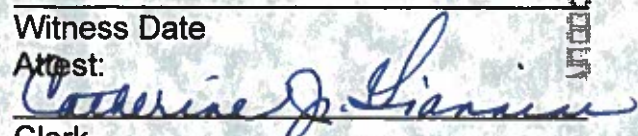
BY 
PRESIDING OFFICER

JUN 18 2003

Witness Date

Attest:

Clerk


Catherine J. Giannini
Deputy Director

MEMORANDUM

DATE: October 19, 2026

TO: Board of Directors

FROM: Shannon DeNatale Boyd, General Counsel

SUBJECT: Public Employee Contract: Executive Director Contract – Britt

(IV.B.1.)

Kimberly Britt has served as the Agency's Executive Director since July 5, 2025. The current employment contract is set to expire on June 30, 2028. The current contract provides that the Executive Director is to be evaluated by the Board annually and, upon a satisfactory evaluation, the term of the contract is to be extended one year upon Board action during open session of a regular scheduled Board meeting. (Section 4.B.) Having received a positive evaluation at the July 27, 2026 Board meeting, the Board will now consider taking action to extend the Executive Director contract to June 30, 2029. The Board will further take action to discuss and vote on the terms of Ms. Britt's contract as Executive Director as reflected in the attached proposed First Amendment to the employment contract.

Recommendation: It is being recommended that the Board consider and approve extending Executive Director Kimberly Britt's contract to June 30, 2029, disclose her placement on the Executive Director Salary Schedule at Step 2 for an annual salary of \$202,592.00 through June 30, 2027 with advances to Step 3 on July 1, 2027 and Step 4 on July 1, 2028, and authorize the Board Chair to sign an Amendment to the Contract reflecting these terms.

Attachments:

1. Executive Director Employment Contract – May 19, 2025
2. Proposed First Amendment to the Executive Director Employment Contract

EMPLOYMENT CONTRACT BETWEEN KIMBERLY BRITT
AND THE BOARD OF DIRECTORS
OF THE CENTRAL SIERRA CHILD SUPPORT AGENCY

This Employment Contract ("Contract") is entered into by and between the Board of Directors of the Central Sierra Child Support Agency ("Agency") and Kimberly Britt ("Britt") (hereinafter collectively "the Parties") on this 19th day of May 2025, pursuant to the terms and conditions set forth herein.

The Board has established the position of Executive Director pursuant to the requirements of Title 22 of the California Code of Regulations, Section 111560 ("22 C.C.R. 111560").

The Board desires to engage the services of Britt as the Agency's Executive Director commencing on July 5, 2025, and Britt desires to accept the Board's engagement upon the terms and conditions stated herein.

The Parties hereto agree to the terms and conditions of Britt's employment as Executive Director as set forth herein.

1. POSSESSION OF REQUISITE QUALIFICATIONS OF POSITION

By entering into this Agreement, Britt hereby swears, certifies, and attests that she possesses all of the following qualifications, as determined necessary by the Board, and as required by 22 C.C.R. 111560:

- A. A bachelor's degree or the equivalent thereto from an accredited college or university in business or public administration, psychology/sociology or related disciplines; or, four years of experience performing duties in a public agency of which two years are in a senior-level administrative or management position;
- B. Extensive knowledge of relevant and applicable government programs at the federal, State, and/or local level(s);
- C. Extensive knowledge of the applicable State and federal laws, rules, and regulations relative to the child support program;
- D. Extensive knowledge of applicable federal and State civil and criminal laws and regulations applicable to the delivery of child support services;
- E. Extensive knowledge of the practices and procedures of the local courts relative to the child support program;
- F. Other knowledge and skills as may be deemed necessary by the Board for the performance of the position; and,
- G. Satisfactory proof of Britt's identity and legal right to work in the United States in accordance with the Immigration Reform and Control Act of 1986.

2. DUTIES OF THE EXECUTIVE DIRECTOR

- A. The Board hereby employs Britt as its Executive Director to perform the functions and

duties as set forth in 22 C.C.R. 111560 and to perform other duties and functions as set forth and required by the relevant documents governing the operation and organization of the Agency. These duties are set forth in detail in the job description of the Executive Director as approved by the Board, and include, but are not limited to, the following:

1. Direct and administer the local child support agency to assure its effective and efficient operation;
 2. Work cooperatively with diverse interest groups, including advocacy groups, governmental organizations, and private entities;
 3. Carry out the Agency's personnel management program;
 4. Direct and administer the local child support activities of the Agency to assure compliance with applicable State and federal laws, regulations, and policies.
- B. Britt is required to devote the appropriate amount of time at her places of work, in the Jackson or Sonora offices or at other Agency sites, as necessary to complete the responsibilities and duties of her position.

3. BOARD AND EXECUTIVE DIRECTOR DUTIES

The Board, individually and collectively, will promptly refer to the Executive Director all criticisms, complaints, and suggestions called to its attention, so that the Executive Director can undertake appropriate study and action, and make appropriate recommendations to the Board, on which the Board will collectively act.

The Executive Director shall have the primary responsibility for the formulation of proposed Board policies, and for the execution of adopted Board policies, whereas the Board shall retain the primary responsibility for adopting said policies.

4. TERM

The term of this Contract shall be as follows:

- A. Pursuant to Board action taken at a regularly scheduled Board meeting on May 19, 2025, the Board hereby employs Kimberly Britt as the Executive Director of the Agency for the period beginning on July 5, 2025, and ending on June 30, 2028.
- B. The Executive Director and the Board agree to meet in each year of this Contract to discuss matters regarding the Executive Director's evaluation and related to the terms and possible renewal of this Contract. If a majority of the Board gives the Executive Director a positive evaluation, the Contract shall be extended for one year upon Board action during open session of a regularly scheduled Board meeting.
- C. If the Contract is extended or revised, the Parties agree that the contract document will be revised.

5. COMPENSATION

Britt shall receive PERS creditable compensation for her employment as Executive Director, as follows:

- A. Commencing on July 5, 2025, Britt shall be placed on Step 1 of the Executive Director Salary Schedule established by the Board, which is attached hereto as Attachment A and incorporated by reference herewith. As of July 1, 2025, the Executive Director Salary Schedule provides for an annual salary of \$187,366.40. Thereafter, on July 1, 2026, Britt shall advance to Step 2 of the Executive Director Salary Schedule, which provides for an annual salary of \$202,592.00. Thereafter, on July 1, 2027, Britt shall advance to Step 3 of the Executive Director Salary Schedule, which provides for an annual salary of \$212,742.40. During open session of a regularly scheduled Board meeting, the Board may approve additional increases to the Executive Director's Salary Schedule.
- B. Salary shall be paid over 26 pay periods. Where only a portion of any year is served, compensation shall be prorated.
- C. In accordance with Government Code Section 53908, the Agency shall post the Executive Director's annual compensation on either the Agency's website or provide a link on the Agency's website to the State Controller's website on Government Compensation in California at <http://publicpay.ca.gov/>.

6. FRINGE BENEFITS OF EMPLOYMENT

The Executive Director shall be afforded fringe benefits of employment as follows:

- A. Retirement Program: Britt shall receive the same Public Employees Retirement System program as is offered through the Agency to all other Agency employees.
- B. Agency Paid-Insurance: Britt shall be eligible for the same group insurance programs as are provided by the Agency to all employees.
- C. The Agency will pay the cost of PERS Platinum medical, vision, and dental premiums for Britt and her dependents as well as long term disability, term life, and Accidental Death & Disability Insurance. The total amount of the Agency contribution toward PERS Platinum medical, dental, and vision may be applied to any combination of health benefits and/or alternative defined benefits up to the maximum Agency contribution; benefit premiums that exceed the Agency maximum contribution shall be Britt's responsibility.
- D. Paid health insurance premiums if on approved leave without pay: If Britt is on an approved leave of absence without pay, the Agency shall continue to pay the premium for any Agency paid insurance programs for a period of up to three (3) months. To be eligible for this benefit, Britt must have exhausted all applicable accrued leave balances.
- E. Upon retiring from Agency service, Britt shall be granted the right to continue participation in the group health insurance programs provide for active Agency employees, to the extent said insurance programs allow, at Britt's expense.

- F. Employee Wellness Program: The Agency agrees to pay up to \$350.00 per calendar year to Britt for participation in any physical fitness program, mental wellness program, weight loss program, smoking cessation classes, chiropractic or massage therapy. The terms and conditions of this Employee Wellness Program shall be the same terms and conditions governing the Employee Wellness Program for Executive Class employees. This payment shall not constitute creditable compensation for PERS retirement purposes.
- G. Mobile telephone stipend: Britt shall receive a mobile telephone stipend in the amount of \$50.00 per month. This payment shall not constitute creditable compensation for PERS retirement purposes.
- H. Vehicle Expense Reimbursement
1. The Executive Director is required by the Board to have an automobile available at all times in connection with the performance of her duties under this Contract. The Executive Director shall be provided a monthly stipend of \$500.00 per month for her vehicle expense for travel within the borders of the four (4) counties covered by Agency's services. This payment shall not constitute creditable compensation for PERS retirement purposes.
 2. Additional vehicle expenses incurred by the Executive Director while using her vehicle for Agency business shall be reimbursed to the Executive Director for travel outside the member counties of the Agency for Agency-related business, at the IRS reimbursement rate. This payment shall not constitute creditable compensation for PERS retirement purposes.
 3. Britt has the option of home retention of an Agency vehicle on a month to month basis. During any month in which an Agency vehicle is retained by Britt, the vehicle stipend shall be forfeited for that entire month.
- I. Meals: Britt shall be entitled to a per diem for meals under the same terms and conditions as set forth in the Personnel Rules and Regulations for the Agency. This payment shall not constitute creditable compensation for PERS retirement purposes.
- J. Section 125 of the Internal Revenue Code: Britt shall be permitted to participate in the Section 125 Plan adopted for all other Agency employees. This 125 plan participation shall not constitute creditable compensation for PERS retirement purposes.
- K. Deferred Compensation Annuity Program: The Agency shall match contributions by Britt up to \$300.00 per month in the deferred compensation annuity program. Payments made by the Agency toward Britt's alternative defined benefits program pursuant to Section 6.C. do not qualify as payments made by Britt as an individual for the purposes of triggering the Agency's obligation to matching Britt's contributions under this Section. This Agency match shall not constitute creditable compensation for PERS retirement purposes.

7. EXPENSE REIMBURSEMENT

The Agency shall reimburse the Executive Director for all actual and necessary expenses incurred by her within the scope of her employment; supporting receipts shall be submitted for expenditures incurred. Reimbursable expenses shall include travel costs for travel on Agency business by the Executive Director, except for the cost of mileage incurred by the Executive Director in her personal vehicle(s) within the four counties covered by the Agency.

8. PHYSICAL EXAMINATION

A complete medical examination of the Executive Director may be conducted annually, no later than October 31, if the Board so directs. Such examination, if conducted, shall be at Agency expense, and completed by a physician of the Executive Director's choice, to include follow-up examinations as recommended by the physician. If the examination is directed by the Board and completed, the Executive Director shall provide a letter from her physician advising the Board that the annual examination has been completed, and certifying that the Executive Director is able to carry out her job duties.

9. PROFESSIONAL MEETINGS AND ORGANIZATIONS

The Executive Director is expected to attend appropriate professional meetings at local, state, and national levels. The expenses associated with attendance at such professional meetings shall be paid by the Agency.

Professional dues and membership fees to service organizations paid by the Agency shall include, but will not be limited to, membership in any local, state or national service organization, or professional organization, which the Executive Director decides to join and in which her membership will benefit the Agency.

10. WORK YEAR

The work year of the Executive Director shall be all the Agency work days of the year, which shall not include Agency holidays or weekends (except as needed to perform her required duties), and not including days which the Executive Director takes as vacation leave, sick leave, or other forms of leave.

11. LEAVES

Britt shall earn and accrue paid personal leave in accordance with the following provisions:

- A. Holiday leave: Britt will receive the same number of days of paid holiday leave as outlined in the Agency's Personnel Rules and Regulations.
- B. Vacation and Sick Leave: Vacation and sick leave shall be earned and accrued at the rate outlined in the Personnel Rules and Regulations.
 - 1. Britt will be allowed to carry over a maximum of 400 hours of vacation leave. After this maximum is reached, no further vacation leave will be accrued.
 - 2. Leave cash-out: Britt may elect to be paid off in cash for vacation leave for up to

sixty (60) hours per year, provided that the following criteria have been met:

- a. There shall be no more than one vacation leave payoff granted each fiscal year (July 1 through June 30).
 - b. For a payoff to be granted, Britt must have taken at least ten (10) days of vacation and/or executive leave in the previous year, five of which days must be vacation days.
 - c. If these conditions are met, Britt may be paid in cash for a maximum of 60 hours of vacation leave pay between May 10 and May 20 each year, so long as the Agency budget allows and the option is also afforded to all staff.
3. If this Contract is terminated prior to its expiration, the Executive Director shall be compensated for any accrued and unused vacation and sick days as outlined in the Personnel Rules and Regulations.
- C. **Coordination of Benefits:** It is the intent of the parties that, at no cost to the Agency, Britt's compensation and leave may be coordinated so that if she is on FMLA/CFRA, workers' compensation, disability or other approved leave she shall suffer no loss of pay received during that leave. At the option of Britt, the Agency will coordinate the compensation received from non-Agency sources during such leave with accrued Agency leave owed to the employee so that the employee suffers no loss of pay.
- D. **Executive Leave:** Britt shall earn eighty (80) hours of executive leave for each calendar year. Said hours cannot carry over; any unused hours shall be forfeited at the end of each calendar year. The terms and conditions of this Executive Leave shall be the same as the terms and conditions governing Executive Leave for the Executive Class.
- E. **Other Leave Provisions:** Britt shall receive the same benefits as outlined in the Personnel Rules and Regulations with regard to the following additional leave types: Family Medical Leave Act (FMLA)/ California Family Rights Act (CFRA) and Bereavement Leave.
- F. **Sick Leave Conversion.** If Britt retires from the Agency, she shall be entitled to select one of the following options:
1. Britt may elect to apply all accumulated sick leave towards PERS service credit for retirement purposes, to the extent allowed by PERS regulations at the time of retirement.
 2. Britt may be compensated for accrued sick leave up to the following limits. The rate of compensation shall be the full amount of her current hourly rate of pay for the first two hundred forty (240) hours, and full hourly rate of pay for fifty percent (50%) of all additional hours of sick leave accrued up to five hundred (500) hours.

12. OUTSIDE CONSULTING/SERVICE

Any outside consulting services performed by the Executive Director for pay require prior Board approval and are subject to the provisions of California and federal law.

13. EVALUATIONS

The Executive Director's evaluation will be performance-based and will be completed on an annual basis through the use of an evaluation instrument that is mutually agreed to by the Board and Executive Director.

- A. Goals and Objectives: In July each year, the Executive Director will place a closed session Board agenda item regarding the Executive Director's evaluation on the Board Agenda. At the July meeting the Executive Director shall propose goals and objectives, which shall be agreed upon at the July meeting or thereafter.
- B. Each year, the Executive Director will place on the Board agenda starting with the Board meeting in April and continuing until the item is completed, a closed session Board agenda item regarding the Executive Director's evaluation and the Executive Director's Contract.
- C. Evaluation Instrument: In April each year, the Executive Director shall propose an evaluation instrument to be mutually agreed upon at the April meeting or thereafter. An instrument may be selected which takes into account annual objectives which the Executive Director and Board agree will be a partial consideration of satisfactory evaluation of Executive Director performance. The Board and the Executive Director may thereafter mutually agree to amend the evaluation instrument on an as-needed basis.
- D. Goals Progress Memo: Each year, by June 1st, the Executive Director will provide the Board with a memorandum describing her progress on her goals and objectives, and describing her activities meeting the criteria of the evaluation instrument during the past year. During the Board meeting in June, or if no such meeting is held, in July, the Board will discuss the Executive Director's memorandum and obtain clarification from the Executive Director as needed about the contents of the memorandum. Thereafter, the Board will carry out its evaluation of the Executive Director in the manner decided upon by the Board at said Board meeting, with the goal being to complete the evaluation by no later than the October Board meeting.
- E. As part of its annual evaluation process to be completed by October 30 each year, due next in 2026, the Board will review with the Executive Director the progress she has made towards attaining her goals and performance objectives for the prior fiscal year. In making the annual evaluation, the Board shall determine whether the Executive Director's performance has been satisfactory or unsatisfactory. The Board's decision as to whether the Executive Director's evaluation is satisfactory or unsatisfactory will be based on the evaluation instrument agreed to by the Board and the Executive Director, and will also be based on the Executive Director's progress on the goals and objectives mutually established by the Executive Director and the Board for that calendar year.
- F. If the Board has not completed the evaluation process by the October Board meeting, it will meet regarding the evaluation at each Board meeting until the evaluation is complete.

14. TERMINATION OF EMPLOYMENT CONTRACT

- A. Mutual Termination

This Contract may be terminated at any time by mutual agreement of the Parties.

B. Termination for Cause

1. The Board, by a vote of a majority of the Board, may initiate a proceeding to terminate this Contract for cause, the basis for which shall include but shall not be limited to the following: conviction of a felony, complete or partial disability resulting in an inability to perform the essential job functions of the Executive Director, fraud or misrepresentation, theft or conversion, gross incompetence, moral turpitude detrimental to the operation of the Agency, misuse of alcohol or drugs, willful or habitual breach of the Executive Director's duties, material breach of this Contract by the Executive Director, serious failure by the Executive Director to adhere to professional standards of behavior, or any other serious misconduct by the Executive Director.
2. The Executive Director shall be placed on a paid leave of absence upon the initiation of a termination for cause process under this Contract, and shall remain on leave with pay during and until any finding of "cause" for termination is made pursuant to the arbitration provisions set forth in this Contract. If the arbitrator finds that there was not a valid cause for termination under this provision, the Executive Director shall be returned to duty effective not later than ten days after the date on which the arbitrator's decision is received by the Agency.

C. Unilateral Termination By the Board Without Cause

1. The Board may, at its option, and without any cause stated, and subject to the provisions set forth herein, unilaterally terminate this Contract by giving 90 days written notice to the Executive Director of its decision to unilaterally terminate the Contract. After the giving of said notice, the Executive Director may be placed on administrative leave with pay during the ninety day period, or may remain on active duty, at the Board's option; in either case the Executive Director's employment as Executive Director will terminate at the end of the 90 day period. In order to exercise the Board's right to unilaterally terminate the Contract with 90 days written notice, the Board must comply with all the provisions and requirements of this Paragraph 14.C.
2. The Executive Director's health benefits shall be paid by the Agency at the Agency's expense for 6 months after the unilateral termination of the Contract by the Board, unless the Executive Director obtains new employment during the 6 months period that provides paid health benefits, in which case Agency-funded health benefits will cease on the effective date of such new employment. In no case will the Agency continue to pay the Executive Director's health benefits after such time as the Executive Director has secured paid health benefits from new employment.
3. In the case of any unilateral termination under subsection 14.C. to terminate the Contract with 90 days written notice, the Agency will be required to pay and the

Executive Director shall be entitled to receive, the equivalent of three (3) months of the compensation afforded to the Executive Director under Paragraph 5 of this Contract, which payment shall be paid to the Executive Director in a lump sum payment within ten days of the date of the termination of the Contract. These payments shall be due and payable to Executive Director regardless of whether the Executive Director obtains employment after this Contract is unilaterally terminated by the Board. No interest shall be due and owing on these payments. Therefore, in the event a notice of unilateral termination is given by the Board to the Executive Director, the Executive Director shall receive a continuing salary for 90 days after the date of the notice, and shall then, at the end of the 90 day period, receive a lump sum payment equal to three months of salary.

4. Notwithstanding any of the foregoing provisions, nothing in this paragraph 14.C. is intended to contradict the requirements of Government Code Section 53260.

D. Unilateral Termination By Executive Director

The Executive Director may, at her option, unilaterally terminate this Contract by giving at least ninety (90) days written notice to the Board Chair, the Board Vice Chair, and the Agency's General Counsel that she wishes to be relieved of her Contract for the remainder of the Contract, as of a specified date.

E. Termination By Expiration

The Contract will expire on June 30, 2028 unless renewed or extended prior to that date. In the event the Board determines that the Executive Director is not to be continued in employment upon the expiration of the term of the Contract on June 30, 2028 the Board shall give written notice of such fact to the Executive Director at least 90 days in advance of the expiration of the term of the Contract, that is, on or before April 1 of the year the Contract will expire.

15. ABUSE OF OFFICE PROVISIONS

In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Executive Director receives a paid leave of absence or cash settlement and this Contract is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the Agency by the Executive Director if the Executive Director is convicted of a crime involving an abuse of office or the position of Executive Director. In addition, if the Agency funds the criminal defense of the Executive Director against charges involving abuse of office or position and the Executive Director is then convicted of such charges, the Executive Director shall fully reimburse the Agency all funds expended for the Executive Director's criminal defense.

Notwithstanding any other provision of this Contract to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Executive Director has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Executive Director and the Executive Director shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). For purposes of this provision, "abuse of office or

position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

16. OTHER LAWS, RULES AND REGULATIONS

This Contract is subject to all applicable laws of the State of California, and to the lawful rules and regulations of the State of California and the Board of the Central Sierra Child Support Agency. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. It is the intent of the Board that this Contract conform with the current Agency policies, and with the California law. However, the Board intends that should there be a conflict between this Contract and Agency policies, the terms of this Contract shall take precedence, and should there be a conflict between this Contract and California statutes, the California statutes shall take precedence.

17. GOVERNING LAW AND CHOICE OF FORUM

This Contract, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California and the laws of the State of California shall govern all of the rights, remedies, liabilities, powers and duties of the parties under this Agreement and of any arbitrator(s) to whom any matter hereunder may be submitted. The forum for any court action to be conducted pursuant to this Contract or otherwise related to this Contract shall be in the Superior Court for the County of Amador, located in Jackson, California. The forum for any arbitration to be conducted pursuant to this Contract or otherwise related to this Contract shall be in Sacramento, California.

18. ARBITRATION OF TERMINATION FOR CAUSE

In the event the Executive Director's employment is terminated for cause, and the Executive Director believes the termination was wrongful and/or violated any of her rights under this Contract, the Executive Director and the Board agree to submit any dispute exclusively to final and binding arbitration before a neutral arbitrator chosen under the then current rules of the American Arbitration Association for employment arbitration.

The Executive Director agrees to deliver a written request for arbitration to the Board within ten business days of the Board's notice to the Executive Director of its initiation of proceedings to terminate this Contract for cause. Both parties agree to respond within 30 calendar days to each communication regarding the selection of an arbitrator and/or the scheduling of a hearing and/or other matters related to arbitration proceedings. The Executive Director agrees that her failure to respond as set forth above will constitute waiver of any right to raise any claims arising out of the termination of her employment, either in arbitration or in any court or other forum. The Board agrees that its failure to respond as set forth above will constitute waiver of any right to raise any defense to the termination of the Executive Director employment for cause. The limitations set forth in this paragraph shall not be subject to tolling, equitable or otherwise.

The Executive Director and Board agree that this arbitration shall be the exclusive means of resolving any dispute arising out of the termination of the Executive Director employment for cause and that no other action will be brought by the Executive Director in any court or other forum. THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTED TERMINATION.

ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE CLAIM OR DISPUTE.

The Executive Director and the Board agree that, if the arbitrator finds the claim meritorious, the arbitrator shall have the authority to order legal and equitable remedies appropriate to the claim but shall have no authority to award punitive damages in any circumstances. THE EXECUTIVE DIRECTOR UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS A WAIVER OF HER RIGHT TO RECEIVE PUNITIVE DAMAGES TO WHICH SHE MAY OTHERWISE BE ENTITLED IN A DISPUTED TERMINATION.

KMB
Britt's Initials


Board Chair's Initials

19. ARBITRATION OF DISPUTES

- A. Any dispute or controversy between the Board and Britt arising out of or relating to this Agreement, the breach of this Agreement, or otherwise, shall be settled by arbitration in Sacramento, California, administered by the American Arbitration Association in accordance with its employment arbitration rules then in effect and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction. Except as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, or to obtain interim relief, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Board and Britt.
- B. Any legal action referenced in subsection 19.A. above that invokes the powers of a court of competent jurisdiction shall be brought exclusively in the federal or state courts of the State of California, and by execution and delivery of this Agreement, the Board and Britt irrevocably consent to the jurisdiction of those courts. The Board and Britt also irrevocably waive any objection, including but not limited to any objection to venue or based on the grounds of forum non conveniens, which either may now or hereafter be applicable or relevant to the bringing of any action or proceeding in such jurisdiction with respect to this Agreement or any transaction related hereto.

KMB
Britt's Initials


Board Chair's Initials

20. SEVERABILITY

In the event that any part or provision of this Contract is held or determined to be illegal or void for any reason by a competent court having jurisdiction over the parties, or by an arbitrator exercising jurisdiction over the Contract, all of the remainder of the Contract as contained herein shall remain in full force and effect except where those parts that are held to be void are entirely inseparable from the remaining portion of the Agreement. It is expressly understood and agreed that although Britt and the Board consider the

restrictions contained in the Agreement to be reasonable, if a final determination is made by an arbitrator to whom the parties have assigned the matter, or by a court of competent jurisdiction, that any such restriction contained in this Agreement is unenforceable, the provisions of this Agreement shall not be rendered void but shall be reformed to apply as to such maximum time and to such maximum extent as such arbitrator or court may determine or indicate to be enforceable. Alternatively, if such arbitrator or court finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be reformed so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

21. NO ASSIGNMENT

The Executive Director may not assign or transfer any rights granted or obligations assumed under this Contract.

22. ENTIRE CONTRACT

This Contract contains the entire agreement and final understanding between the Parties with respect to the matters specified herein, and supersedes any and all prior written or oral understandings or agreements. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in this Contract.

23. AMENDMENT

Except as prescribed herein, the Contract cannot be modified except by written mutual agreement by the parties. Such mutual written modification shall become part of this Contract, and any amendments thereto may be executed by the Parties hereto in counterpart. Any modification to this Agreement may only occur with the approval of the Board of Directors of the Agency.

24. NO WAIVER

No waiver by either party of any breach by the other party of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

25. CONSTRUCTION

- A. Each party has cooperated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.
- B. Nothing herein contained shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Contract and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the affected provision of this Contract shall be limited only to the extent necessary to bring it within legal requirements. Without limiting the generality of the foregoing, in the event any compensation nor other monies payable hereunder shall be in excess of the amount permitted by any statute, law, ordinance, regulation or wage guideline, which may be in effect at any time or from time to time, payment of the

maximum amount then allowed thereby, subject to the terms of this Contract, shall constitute full compliance by Board with the payment requirements of this Contract.

26. PROVISION OF NOTICE

The parties agree that any notices required by this Contract shall be provided in writing. Written notice shall be given by one of the following means:

- A. Personally, by delivering it to the party on whom it is to be served as set out herein, provided such delivery shall occur during normal business hours. Personally-delivered notice shall be deemed received when actually provided as stated above; or,
- B. By mailing first class registered mail, postage prepaid, to the party on whom it is to be served as provided in this Contract. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of a proven and known interruption in postal service, notice sent by means of the postal service during or within seven (7) days of the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to be notice actually received.
- C. In addition to the above means of the delivery of notice, any notices must be delivered by sending a copy by email to the Parties at each party's current email address.
- D. All notice required by means of this Contract, whether given in person or by first class registered mail, must be provided to the following:
 - 1. The then-serving chair of the Board of Directors; and to
 - 2. Kimberly Britt; and to
 - 3. Shannon DeNatale Boyd, General Counsel of the Agency

IN WITNESS WHEREOF, the parties hereby execute this Contract.

5/30/2025

Date

 Kimberly R. Britt
 Executive Director
 Central Sierra Child Support Agency

5-29-2025

Date


 Jeff Brown
 Chair of the Board of Directors
 Central Sierra Child Support Agency

ATTACHMENT A
EXECUTIVE DIRECTOR SALARY SCHEDULE

Annual Salary

Effective Date	Step 1	Step 2	Step 3	Step 4
July 1, 2025	\$187,366.40	\$196,684.80	\$206,544.00	\$211,681.60
July 1, 2026	\$192,982.40	\$202,592.00	\$212,742.40	\$218,025.60

Hourly Pay Rate by Step

Effective Date	Step 1	Step 2	Step 3	Step 4
July 1, 2025	\$90.08	\$94.56	\$99.30	\$101.77
July 1, 2026	\$92.78	\$97.40	\$102.28	\$104.82

FIRST AMENDMENT TO THE
EMPLOYMENT CONTRACT BETWEEN KIMBERLY BRITT
AND THE BOARD OF DIRECTORS
OF THE CENTRAL SIERRA CHILD SUPPORT AGENCY

Pursuant to action taken at a regularly scheduled meeting of the Board of Directors of the Central Sierra Child Support Agency (“Agency”) on October 26, 2026, the Employment Contract (“Contract”) between the Board of Directors of the Agency and Kimberly Britt (“Britt”) approved on May 19, 2025, is amended as follows:

- Section 4.A. is deleted in its entirety and replaced with the following:
 - A. Pursuant to Board action taken at a regularly scheduled Board meeting on October 26, 2026, the Board hereby employs Kimberly Britt as the Executive Director of the Agency for the period beginning on October 26, 2026, and ending on June 30, 2029.
- Section 5.A. is deleted in its entirety and replaced with the following:
 - A. Britt shall remain on Step 2 of the Executive Director Salary Schedule, which provides for an annual salary of \$202,592.00 through June 30, 2027. On July 1, 2027, Britt shall advance to Step 3 of the Executive Director Salary Schedule, which provides for an annual salary of \$212,742.40. On July 1, 2028, Britt shall advance to Step 4 of the Executive Director Salary Schedule, which provides for an annual salary of \$218,025.60. During open session of a regularly scheduled Board meeting, the Board may approve additional increases to the Executive Director’s Salary Schedule.
- Section 14.E. is deleted in its entirety and replaced with the following:
 - A. Termination By Expiration

The Contract will expire on June 30, 2029 unless renewed or extended prior to that date. In the event the Board determines that the Executive Director is not to be continued in employment upon the expiration of the term of the Contract on June 30, 2029, the Board shall give written notice of such fact to the Executive Director at least 90 days in advance of the expiration of the term of the Contract, that is, on or before April 1 of the year the Contract will expire.

Except as expressly amended herein, all other terms of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this First Amendment to the Contract.

Date

Date

Kimberly R. Britt
Executive Director
Central Sierra Child Support Agency

Terry Woodrow
Chair of the Board of Directors
Central Sierra Child Support Agency

MEMORANDUM

DATE: October 19, 2026
TO: Board of Directors
FROM: Kim Britt, Executive Director
SUBJECT: Executive Report

(AGENDA ITEM IV.C.)

This executive summary provides an assessment of the overall health of Central Sierra Child Support Agency (CSCSA), highlighting key performance outcomes, organizational strengths, and priority areas for improvement. The evaluation reviews financial stability, program effectiveness, workforce capacity, and alignment with strategic goals to present a clear snapshot of the Agency's current status. Findings are informed by recent performance data, stakeholder feedback, and external benchmarks, offering a balanced view of where the Agency excels and where focused action is needed. This analysis is intended to support informed decision-making and advance the Agency's mission to help families achieve self-sufficiency.

CSCSA is organized into five Administrative Divisions:

- Fiscal
- Human Resources
- Technology & Security
- Marketing & Outreach
- Child Support Program

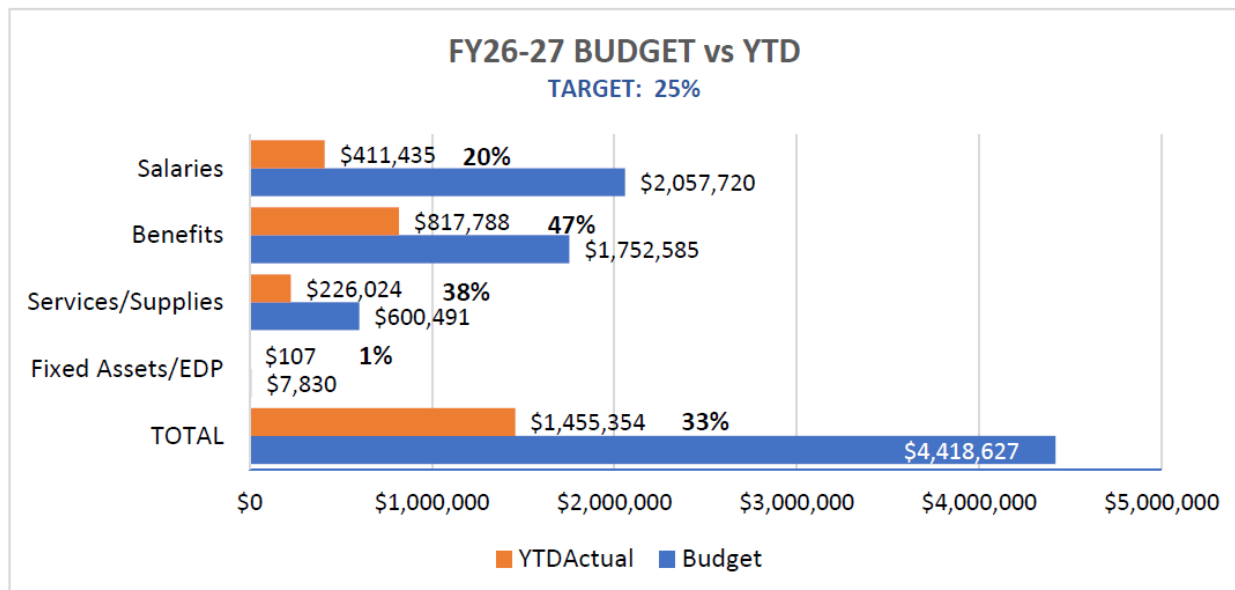
Each Division is led by a member of the Executive Leadership Team, who monitors division health and collaborates across departments to ensure the Agency is maximizing performance and outcomes. The Executive Leadership Team conducts a monthly review of each division's successes and watchpoints to stay ahead of emerging trends and address areas of concern. The most recent monthly report is attached. An overview of the leading successes and key opportunities for each division is highlighted below for your review.

FISCAL

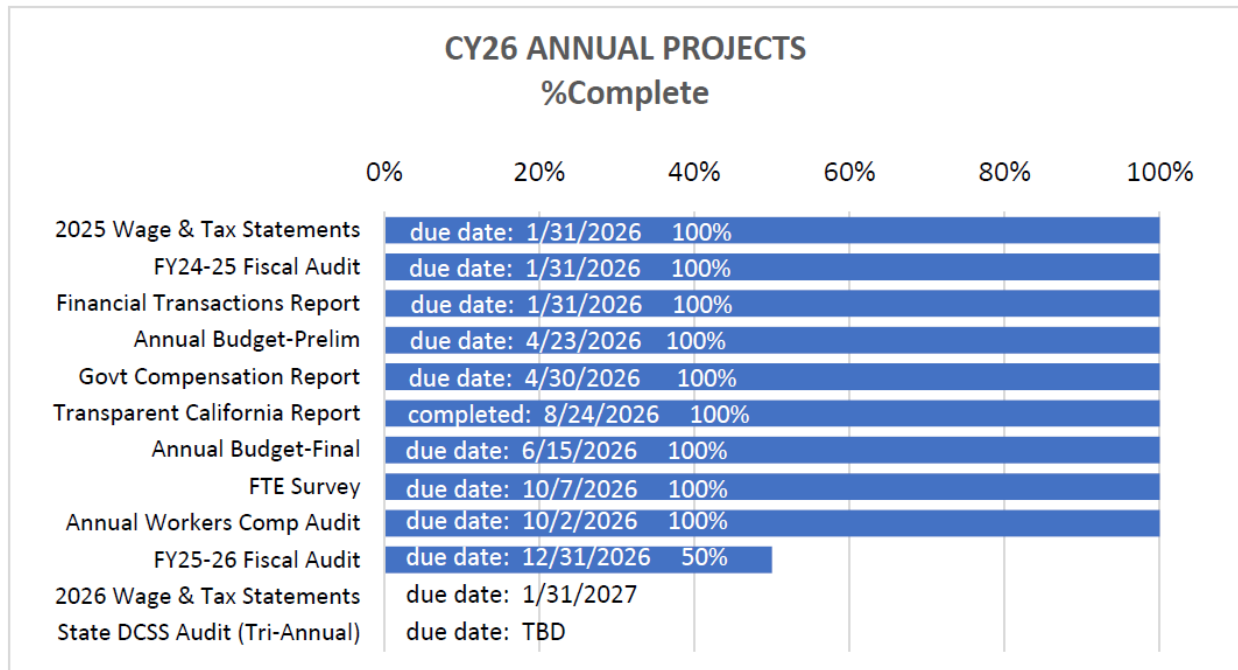
- ✚ The Fiscal Administrator oversees the Agency's financial operations, including budgeting, accounting, procurement, and ensuring compliance with federal and state financial regulations. This role supports the Agency's mission by safeguarding financial integrity and enabling responsible resource management.

❖ Highlights and Opportunities

- CSCSA remains on track through September 30, 2026, to operate within our approved budget. Several of our larger annual expenditures, such as insurance premiums and CalPERS Unfunded Accrued Liability (UAL) payments, are intentionally front-loaded and have already been processed as planned. These early-year costs are fully anticipated and incorporated into our annual spending plan. As the fiscal year progresses, expenditures are expected to stabilize and align with overall budget projections, keeping us well positioned for continued fiscal compliance and operational stability.



- Our Staff Services Manager has successfully completed the annual Full-Time Equivalent (FTE) Survey required by DCSS. This survey involves a detailed and time-sensitive reporting of staffing levels and program cost allocations and is used for the State’s overall program budget considered in the Governor’s Proposed Budget. Despite the complexity and quick turnaround, the survey was completed on schedule, supporting the State’s budget deadlines and maintaining our agency’s strong record of compliance.



HUMAN RESOURCES

✚ The Human Resources Specialist oversees recruitment, employee relations, onboarding, benefits administration, and compliance with labor laws, ensuring a skilled, engaged, and well-supported workforce to advance the Agency’s mission.

❖ Highlights and Opportunities

- All 24 Agency positions are currently filled. Our newest team member, Sabrina Velez, joined CSCSA on Tuesday, October 13, 2026, as an Office Assistant in the Jackson office. Sabrina will be participating in several weeks of onboarding and training, and we are excited to welcome her to the team

and support her in this new role. The chart below reflects our staffing level as of September 30, but the vacancy has since been filled.

OFFICE STAFFING	Current	Positions
Current Staffing Levels	23	24
Amador	14	15
Calaveras	2	2
Tuolumne	7	7
Vacancies	1	
Staff Unassigned (in training)	0	
Staffing Breakdown		
Office Assistants	1	2
Child Support Specialists	11	11
Special Programs Coordinator	1	1
Supervisors	2	2
Staff Services Specialists	2	2
Fiscal Technician	1	1
Staff Services Manager	1	1
Program Manager	1	1
Attorney	1	1
Deputy Director	1	1
Executive Director	1	1

- The 2026 open enrollment period was successfully completed in September. Our HR Staff Services Specialist was well prepared, guiding employees through the process during our September All Staff Meeting and demonstrating our new SharePoint page designed to streamline the experience. The page provided a centralized location for all required forms, website links, and timelines, helping staff navigate their options with ease. Below reflects the current enrollment status, and any changes made during this open enrollment period will be incorporated into the January Executive Director Report.

HEALTH & WELLNESS	
Programs/Products	Staff
Insurance Options:	
PERS Platinum	2
PERS Gold	13
Kaiser Permanente	4
Western Health Advantage	2
United Alliance	1
Cash in-Lieu	1

- CSCSA experienced several changes in health care costs for the 2027 plan year. Both PERS Platinum and PERS Gold plans increased by 7.34%, Kaiser increased by 2.48%, and Western Health Advantage increased by 6.31%. United Alliance is no longer available through CalPERS due to excessive cost increases, requiring one employee to select a new plan. Because the Agency covers 80% of the highest-cost plan (PERS Platinum), most employees did not experience a change in their monthly premiums, as their coverage remains fully absorbed by the Agency.

Due to a 2-year rate plan we did not have an increase in Vision insurance rates for the 2027 plan year, while dental premiums increased by 3%, with both benefits continuing to be covered at 100% by the Agency.

Technology & Security

- ✚ The Technology and Security Specialist plays a key role in maintaining the Agency's digital infrastructure, protecting sensitive information, and supporting operational efficiency. This team collaborates closely with the State Department of Child Support Services (DCSS) IT Division to implement new software and ensure compliance with statewide IT policies. This team also works with our fiscal and HR teams to ensure all contracts remain current.

❖ Highlights and Opportunities

- Our technology refresh for Amador, Calaveras, and Tuolumne Counties was successfully completed in September and October. This refresh included replacing all staff monitors for both in-office and telework setups, issuing new laptops where needed based on current models, and updating scanners, printers, and other essential equipment. Our Staff Services Specialist overseeing IT led this initiative with exceptional organization and attention to detail, making the process smooth for staff and ensuring timely submission of updated asset inventories once equipment was replaced.

State DCSS requires comprehensive and accurate tracking of all Agency technology assets, and over the past several years, our Staff Services Specialist

has strengthened our inventory processes, allowing us to maintain full compliance and report confidently during the annual asset inventory review.

MARKETING & OUTREACH

Marketing and outreach activities are currently overseen by the Deputy Director. These efforts remain essential to educating our customers and supporting the enrollment of new families. We continue to prioritize community partnerships and maintain a presence in the community whenever feasible.

❖ Highlights and Opportunities

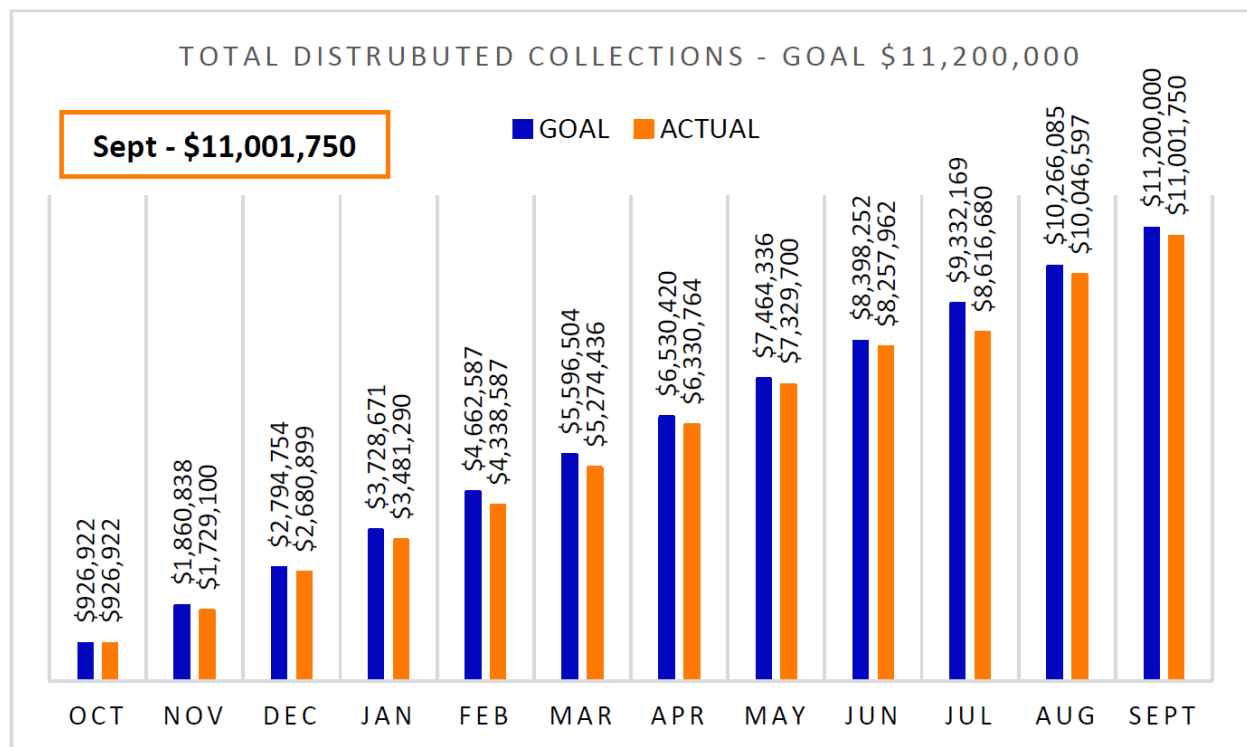
- CSCSA had the privilege of participating in a number of community events over the past few months, strengthening our presence and providing valuable outreach to families across our counties.
 - In July, staff in both the Amador and Tuolumne offices held a school supply and clothing drive, with all donated items delivered to Tuolumne County's Stuff the Bus event on August 6. Staff were also on-site during the event to share information about child support services with attending families.
 - On September 10, we participated in the first Amador Quality for Kids (Q4K) event, a resource fair for daycare providers that offered an excellent opportunity to distribute materials for parents and highlight how our services support families.
 - We continued our outreach at the 41st Annual ICES Children's Fair in Tuolumne County on September 19, a well-attended event featuring family activities, entertainment, and access to community resources.
 - On September 23, we were present at the Community Roots Resource Fair, further connecting individuals with services that meet their needs.
 - Most recently, on October 3, we attended the Tuolumne Me-Wuk Indian Health Center Women's Wellness Day, a new and meaningful outreach opportunity for CSCSA to engage directly with women and other community members.
 - Additionally, on October 7, we participated in the Amador Children & Families Program Committee Meeting for the third time, continuing to build strong partnerships with agencies that support local families.

CHILD SUPPORT PROGRAM

✚ The Child Support Program Manager leads the Agency's largest division, the child support program. This division is responsible for carrying out program requirements, ensure compliance with state and federal mandates, and implementing new initiatives designed to improve and enhance the services we provide to our communities.

❖ **Highlights and Opportunities**

- The Federal Fiscal Year (FFY) concluded on September 30, and our performance as of that date will determine our annual outcomes and statewide ranking, which will be released in early 2027. Overall, this was a strong year of progress for CSCSA. While we did not fully meet our ambitious goal of collecting \$11.2 million in child support, we came very close, collecting and distributing \$11,001,750. This amount exceeds last year's collections by \$761,393, a significant achievement for our staff and a meaningful benefit to the families we serve throughout our communities.



CENTRAL SIERRA CHILD SUPPORT AGENCY FFY 2025/2026 Program Dashboard Summary

September 2026

	FFY GOAL	ACTUAL RESULT
FPM 1 IV-D Paternity Establishment	103.50%	99.65%
<i>Measures the total number of children in the IV-D caseload in the fiscal year who have been born out-of-wedlock and for whom paternity has been established, compared to the total number of children in the IV-D caseload as of the end of the prior fiscal year who were born out-of-wedlock.</i>		
FPM 2 Cases with a Support Order Established	94.50%	91.18%
<i>Measures cases with support orders established compared to total number of cases open at the end of a month.</i>		
FPM 3 Collections on Current Child Support	70.00%	66.52%
<i>Measures the amount of current support, collected and distributed, compared to the total amount of current support owed.</i>		
FPM 4 Cases with Collection on Arrears	69.00%	64.08%
<i>Measures the number of cases with at least one payment made towards arrears compared with the number of cases owing arrears during the FFY.</i>		
		FFY to-date
Distributed Collections	\$11,200,000	\$11,001,750
<i>Measures the total dollar amount of child support collected and distributed based on the CS34/35</i>		

CENTRAL SIERRA CHILD SUPPORT AGENCY FFY 2025/2026

Program Dashboard Report

Data Source: FPM Report

FPM 1 IVD Paternity Establishment 103.5%	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Point in Time	Data Source
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Monthly Goal	Baseline	94.51%	95.40%	96.29%	97.18%	98.07%	99.05%	99.94%	100.83%	101.72%	102.61%	103.50%	103.50%	
Children with Paterniy Established	2276	2305	2320	2347	2376	2396	2414	2438	2468	2493	2514	2540	2540	1257 line 6
Children born out of wedlock per year	2431	2450	2456	2465	2484	2508	2525	2521	2533	2546	2552	2549	2549	1257 line 5 PY
FFY 2026 Actual	93.62%	94.08%	94.46%	95.21%	95.65%	95.53%	95.60%	96.71%	97.43%	97.92%	98.51%	99.65%	99.65%	
Over/Under (%points)		-0.43%	-0.94%	-1.08%	-1.53%	-2.54%	-3.45%	-3.23%	-3.40%	-3.80%	-4.10%	-3.85%	-3.85%	
FFY 2025 Actual	93.56%	91.97%	93.29%	93.88%	94.70%	96.33%	97.43%	98.17%	99.26%	100.55%	101.60%	102.34%		

FPM 2 Cases with Support Orders Established 94.5%	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Point in Time	Data Source
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Monthly Goal	91.00%	91.31%	91.62%	91.93%	92.24%	92.57%	92.89%	93.22%	93.54%	93.86%	94.18%	94.50%	94.50%	
Cases with a Support Order	3861	3814	3810	3814	3818	3823	3804	3812	3804	3812	3806	3793	3793	1257 Line 2
Total Cases	4243	4197	4189	4205	4213	4220	4198	4206	4210	4211	4185	4160	4160	1257 Line 1
FFY 2026 Actual	91.00%	90.87%	90.95%	90.70%	90.62%	90.59%	90.61%	90.63%	90.36%	90.52%	90.94%	91.18%	91.18%	
Over/Under (%points)	-0.00%	-0.44%	-0.67%	-1.23%	-1.62%	-1.98%	-2.28%	-2.59%	-3.18%	-3.34%	-3.24%	-3.32%	-3.32%	
FFY 2025 Actual	93.23%	92.89%	92.52%	92.42%	92.05%	91.77%	91.36%	91.28%	91.72%	91.27%	91.13%	91.25%		

FPM 3 Collections on Current Support 70.0%	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Point in Time	Data Source
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Monthly Goal	67.99%	68.17%	68.35%	68.53%	68.71%	68.90%	69.09%	69.28%	69.46%	69.64%	69.82%	70.00%	70.00%	
Current Support Collected	\$624,521.57	\$1,216,599.82	\$1,851,761.04	\$2,454,424.44	\$3,092,714.51	\$3,744,967.17	\$4,428,026.77	\$5,117,288.72	\$5,787,897.62	\$6,432,993.27	\$7,103,883.11	\$7,810,219.98	\$7,810,219.98	1257 Line 25
Current Support Due	\$918,607.19	\$1,845,260.92	\$2,794,922.73	\$3,755,416.42	\$4,743,215.77	\$5,736,033.97	\$6,725,089.86	\$7,727,160.88	\$8,739,815.08	\$9,734,993.81	\$10,741,620.04	\$11,741,058.12	\$11,741,058.12	1257 Line 24
FFY 2026 Actual	67.99%	65.93%	66.25%	65.36%	65.20%	65.29%	65.84%	66.22%	66.22%	66.08%	66.13%	66.52%	66.52%	
Over/Under (%points)	-0.00%	-2.24%	-2.10%	-3.17%	-3.51%	-3.61%	-3.25%	-3.06%	-3.24%	-3.56%	-3.69%	-3.48%	-3.48%	
FFY 2025 Actual	68.29%	67.56%	68.01%	67.90%	67.32%	67.23%	67.98%	67.72%	67.54%	68.34%	67.23%	67.42%		

FPM 4 Collections on Arrears 69.0%	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Point in Time	Data Source
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Monthly Goal	37.52%	40.38%	43.24%	46.10%	48.96%	51.82%	54.68%	57.54%	60.40%	63.27%	66.14%	69.00%	69.00%	
Case Paying Arrears	965	1,118	1,259	1,332	1,430	1,501	1,616	1,692	1,737	1,785	1,855	1,918	1,918	1257 Line 29
Cases w/Arrears Due	2,572	2,622	2,699	2,726	2,774	2,812	2,845	2,868	2,902	2,932	2,973	2,993	2,993	1257 Line 28
FFY 2026 Actual	37.52%	42.64%	46.65%	48.86%	51.55%	53.38%	56.80%	59.00%	59.86%	60.88%	62.39%	64.08%	64.08%	
Over/Under (%points)		2.26%	3.41%	2.76%	2.59%	1.56%	2.12%	1.46%	-0.54%	-2.39%	-3.75%	-4.92%	-4.92%	
FFY 2025 Actual	39.05%	44.18%	48.45%	51.96%	53.85%	55.74%	58.47%	59.65%	61.04%	61.82%	62.37%	63.59%		

Total Distributed Collections \$11,200,000	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Point in Time	Data Source
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Monthly Goal	\$926,922	\$1,860,838	\$2,794,754	\$3,728,671	\$4,662,587	\$5,596,504	\$6,530,420	\$7,464,336	\$8,398,252	\$9,332,169	\$10,266,085	\$11,200,000	\$11,200,000	
FFY 2026 Actual	\$926,922	\$1,729,100	\$2,680,899	\$3,481,290	\$4,338,587	\$5,274,436	\$6,330,764	\$7,329,700	\$8,257,962	\$9,158,914	\$10,046,597	\$11,001,750	\$11,001,750	CS 34 line 4b,4c, 8 & 11
Over/Under	\$0	\$131,738	\$113,855	\$247,381	\$324,000	\$322,068	\$199,656	\$134,636	\$140,290	\$173,255	\$219,488	\$198,250	\$198,250	
FFY 2025 Actual	\$890,594	\$1,646,415	\$2,501,850	\$3,359,136	\$4,122,383	\$4,995,435	\$5,970,116	\$6,874,985	\$7,761,205	\$8,616,680	\$9,396,253	\$10,240,357		

Case Count	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Point in Time	Data Source
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Current Year 2026 Cases Opened	38	31	34	43	35	30	24	29	43	28	25	26	26	1257 Line 46
Current Year 2026 Cases Closed	59	80	38	30	31	24	44	31	39	30	50	53	53	1257 Line 47
Current 2026 Case Count	4243	4197	4189	4205	4213	4220	4198	4206	4210	4211	4185	4160	4160	1257 Line 1
FFY 2025 Cases Opened	51	36	55	29	41	36	38	25	29	53	43	26		
FFY 2025 Cases Closed	52	99	64	28	21	24	39	46	44	59	54	57		
FFY 2025 Case Count	4341	4288	4277	4273	4292	4430	4315	4300	4276	4305	4297	4263		