

**ASSISTANT GENERAL MANAGER EMPLOYMENT AGREEMENT**

**BETWEEN**

**ISLA VISTA COMMUNITY SERVICES DISTRICT**

**&**

**DEBRA ANDERSON**

This ASSISTANT GENERAL MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 5th day of August, 2019, and is made by and between the Board of Directors of the ISLA VISTA COMMUNITY SERVICES DISTRICT, a California special district, (“District”), and Ms. DEBRA ANDERSON, an individual (“Assistant General Manager”).

**RECITALS**

WHEREAS, it is the desire of the District to employ an individual to serve in the position of Assistant General Manager; and

WHEREAS, it is the desire of the District (1) to secure and retain the services of Assistant General Manager, (2) to provide inducement for her to maintain such employment, and (3) to provide a mechanism for terminating Assistant General Manager’s services, if and when necessary; and

WHEREAS, based on Assistant General Manager’s executive and administrative qualifications, and ability, as demonstrated during District’s assistant general manager hiring process; and

WHEREAS, Assistant General Manager desires to accept employment as such from District.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, District and Assistant General Manager hereby agree as follows:

**AGREEMENT**

**1.0 EMPLOYMENT & DUTIES**

1.1 District hereby employs Ms. DEBRA ANDERSON as Assistant General Manager to perform the functions and duties specified in the District job description, and to perform such other legally permissible and proper duties and functions as the General Manager of District (“General Manager”) shall, from time to time, direct or assign.

1.2 Assistant General Manager shall focus her professional time, ability, and attention to District’s business during the term of this Agreement, generally understood as at least forty (40) working hours per week. Assistant General Manager shall have opportunities to attend training,

educational seminars, conferences, and other professional enrichment events, to benefit both Assistant General Manager and District, in accordance with District policies regarding the same.

1.3 Assistant General Manager shall not engage, without the express prior written consent of the General Manager, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with District, that might cause a conflict-of-interest with District, or that otherwise might interfere with the business or operation of District or the satisfactory performance of Assistant General Manager's duties. This excludes the holding of elective office that is not incompatible with the office of Assistant General Manager of District.

## 2.0 TERM

2.1 Commencement & Effective Date. Assistant General Manager shall commence his or her services at 8:00 a.m., Pacific time, on August 5, 2019, which shall also be deemed the Effective Date of this Agreement.

2.2 Employment Status. Assistant General Manager is an at-will employee subject to summary dismissal without any right of notice or hearing, except as provided in Section 4.2, below, regarding termination for cause. General Manager may terminate the employment of Assistant General Manager without cause as set forth in Section 3.0 of this Agreement. General Manager may terminate the employment of Assistant General Manager with cause, as provided in Section 4.0 of this Agreement.

2.3 Waiver of Certain Termination Rights. Assistant General Manager expressly waives any rights afforded under state or federal law, including Government Code §§ 54950 et seq. ("Brown Act"), to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except those rights Assistant General Manager may have under the California or United States constitutions to a name-clearing hearing.

2.4 Term. The term of this Agreement shall be for approximately two (2) years commencing from and after the Effective Date, subject to Sections 2.2 and/or 2.3 of this Agreement, and ending at midnight Pacific time on July 31, 2021, unless termination of this Agreement is effected as provided herein. The term of the Agreement may be extended by mutual agreement of the parties in the manner as provided in Section 13.0 of this Agreement.

2.5 Termination by Assistant General Manager. If Assistant General Manager determines to terminate this Agreement, he or she shall be required to give a minimum of sixty (60) days' advance written notice to General Manager prior to the effective date of termination, unless a shorter period is acceptable to General Manager.

## 3.0 SEVERANCE

3.1 Severance. Assistant General Manager shall have no severance rights under this Agreement. Assistant General Manager is an at-will employee.

3.2 Application of Government Code § 53260. Government Code § 53260 is not applicable to this Agreement.

3.3 Application of Government Code §§ 53243, et seq.. All provisions of Government Code §§ 53243, et seq., shall apply and take precedence over any contrary or inconsistent terms of this Agreement.

3.4 Application of Government Code § 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for this Agreement to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits. Government Code § 3511.2 is hereby incorporated into the terms of this Agreement as follows:

“On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

(a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.

(b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5.” [i.e., a cash settlement that exceeds 18 months of the Salary and benefits]

#### 4.0 TERMINATION FOR CAUSE

4.1 “For Cause” Defined. For the purposes of this Agreement “for cause” termination shall include, but not be limited to, the following: (1) loss of mental capacity for more than six (6) consecutive months as determined by a court of competent jurisdiction; (2) persistent, habitual or willful neglect of duty; (3) insubordination (which shall be defined as a repeated failure to carry out a directive or directives of General Manager made by General Manager); (4) corrupt or willful misconduct in office; (5) willful malfeasance, or conviction of an illegal act (excepting minor traffic or moving violations) amounting to an act of moral turpitude (a conviction following a plea of *nolo contendere* is deemed a conviction); (6) willful destruction or misuse of District property; (7) habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs, and in the case of prescription drugs, where they are being used in a manner not authorized by a treating physician; (8) inexcusable absence without an authorized leave of absence; (9) willful political activity involving the support of candidates for the Board; (10) theft or attempted theft; (11) financial mismanagement; (12) material dishonesty; (13) willful violation of Federal, State or local discrimination and harassment laws concerning race, religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, gender identity, sex or age concerning either members of the general public or District’s employee(s) while acting in the course and scope of employment, while on District premises or time, and/or while acting without the prior approval or direction of General Manager; (14) willful and unlawful retaliation against any District officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto; (15) willful violation of any conflict of interest or incompatibility of office laws;

(16) performance of material outside business interests that conflict directly with the activities and duties as Assistant General Manager, but not including educational or professional training programs conducted by Assistant General Manager whether for personal financial gain or not; (17) refusal to take or subscribe to any oath or affirmation which is required by law; or (18) engaging in conduct tending to bring embarrassment or disrepute to District.

4.2 Written Statement Describing Cause; Name-Clearing Hearing. In the event Assistant General Manager is terminated for cause, General Manager shall provide Assistant General Manager with a written statement describing the cause for termination and shall afford Assistant General Manager a name-clearing hearing before the Board at a reasonable time upon written notice to the Board President within seven (7) days of receiving the written statement, and in accordance with state law.

## 5.0 SALARY

5.1 Annual Compensation. District agrees to compensate Assistant General Manager for her services rendered hereunder at an annual salary of SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) as may be adjusted, from time-to time, in accordance with Section 5.3 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments per District policy or practice. Assistant General Manager shall pay her contribution to FICA, MediCare, and SDI.

5.2 Initial & Annual Salary Review. District and Assistant General Manager agree to conduct an initial salary review at the expiration of six (6) months of Assistant General Manager's employment and, thereafter, an annual salary review concurrently with the annual performance evaluation set forth in Section 6.2 hereinafter.

5.3 Effectuating Salary Adjustment. District and Assistant General Manager agree that the affirmative vote of four (4) members of Board shall be required to effectuate an increase in the salary paid pursuant to this Agreement.

## 6.0 PERFORMANCE EVALUATION

6.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Assistant General Manager so as to facilitate a more effective management of District. An important goal and purpose of the Board is to support the professional development of Assistant General Manager so as to best serve residents of District.

6.2 Annual Evaluation. General Manager shall review and evaluate the performance of Assistant General Manager annually. General Manager will present the results of this review and evaluation to the Board. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the Purpose noted above in Section 6.1.

6.3 Written Summary. General Manager will prepare a written summary of each performance evaluation of Assistant General Manager, and include the same in her personnel file within two (2) weeks following conclusion of the review and evaluation process.

## 7.0 HEALTH INSURANCE

7.1 Scope. District shall provide to Assistant General Manager with health insurance plans and/or programs as follows:

7.2 District shall provide Assistant General Manager with a QSHERA (qualified small employer health reimbursement arrangement). Reimbursements will be made for both health insurance and medical expenses on a monthly basis at a maximum of \$429 (and as adjusted by the IRS) with an annual reimbursement of \$5,050.

7.3 If, during the Term of this Agreement, the District determines that an alternative health care plan is superior to the plan and/or program detailed above, the District may provide the details of the alternative to Assistant General Management. Subject to Assistant General Manager's written approval, the District may provide this alternative in place of the plan and/or program described above.

## 8.0 VACATION, SICK LEAVE, EXECUTIVE LEAVE & OTHER BENEFITS

8.1 Vacation Leave. As of the effective date of this Agreement and per District policy, Assistant General Manager shall be deemed to have accrued One Hundred Twenty (120) hours of vacation leave. From and after the effective date of this Agreement, Assistant General Manager shall accrue vacation leave on an annual basis up to a maximum of Two Hundred Forty (240) hours total of accrued vacation time, as the same may be modified from time to time by amendment to this Agreement or District policy. There is a "cash out" option for accrued vacation leave only upon termination of employment, but accrued vacation time may "roll over" up to the maximum amount.

8.2 Sick Leave. As of the effective date of this Agreement and per District policy, Assistant General Manager shall be deemed to have accrued Twenty Four (24) hours of sick leave. Additional sick leave shall accrue at a rate of 8.0 hours per pay period (once per month). Sick leave can be accrued up to One Hundred Sixty Eight (168) hours. The same may be modified from time to time by amendment to this Agreement or District policy. There is no "cash out" option for accrued sick leave.

8.3 Bereavement Leave. From and after the effective date of this Agreement, Assistant General Manager shall be entitled to such bereavement leave up to forty (40) hours.

8.4 Jury Duty. Assistant General Manager shall receive full pay and benefits while responding to a jury summons or serving on a jury for up to ten (10) court days. Any compensation for such jury duty (except travel pay) shall be remitted to District.

8.5 Holidays. From and after the effective date of this Agreement, Assistant General Manager shall be entitled to such holidays as recognized and adopted by Board, as may be amended from time to time.

8.6 Retirement. District shall provide Assistant General Manager with a SIMPLE IRA defined contribution plan, with the District contributing 3% of base salary and the Assistant General Manager contributing 3%.

8.7 Family and Medical Leave. District shall provide Assistant General Manager with Family and Medical Leave as defined by District policy, with such policy incorporated herein by this reference.

#### 9.0 PROFESSIONAL DEVELOPMENT

9.1 Dues, Subscriptions, and Professional Development. District agrees to budget and to pay for the professional dues and subscriptions of Assistant General Manager necessary for his or her participation in national, regional, state and local associations and organizations necessary and desirable for his or her professional participation, growth and advancement, and for the good of the District, in accordance with District policies. District agrees to budget and to pay the travel and subsistence expenses of Assistant General Manager for professional and official travel, meetings and occasions adequate to the professional development of Assistant General Manager and to adequately pursue necessary official and other functions for the District in accordance with District policies.

9.2 Community participation is a necessary part of Assistant General Manager's duties and as such, District shall pay all necessary dues, fees, and expenses for Assistant General Manager to belong to one local civic service club to be selected by Assistant General Manager.

#### 10.0 TRAVEL & MEETING EXPENSES

10.1 Out-of-Town Meeting & Seminars. District agrees to reimburse Assistant General Manager the actual cost for registration, air or ground travel, lodging, and meals and other expenses incurred by Assistant General Manager while attending overnight out-of-town meetings or seminars related to employment with District, consistent with District policies.

11.2 Local Meetings & Seminars. District agrees to reimburse Assistant General Manager the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with the District.

11.3 Incidental Expenses. District agrees to reimburse Assistant General Manager the actual cost of those incidental expenses necessarily incurred while engaged in the business of District, in accordance with District policies.

#### 11.0 BONDING

District shall bear the full cost of any fidelity or other bonds required.

#### 12.0 AMENDMENT OF AGREEMENT

Any amendment, alteration, extension, or modification to this Agreement shall be in writing, signed by the parties hereto, approved by the affirmative vote of four (4) members of the Board with the written consent of Assistant General Manager.

## 13.0 INDEMNIFICATION

For the purpose of indemnification and defense of legal actions, Assistant General Manager shall be considered an employee of the District and entitled to the same rights and subject to the same obligations as are provided for all other public employees as set forth in Sections 825 through 825.6 and Sections 995 throughout 996.6 of the California Government Code.

## 14.0 GENERAL PROVISIONS

14.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of Assistant General Manager by District and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement of promises not contained in this Agreement shall be valid or binding upon either party.

15.2 Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the Assistant General Manager.

15.3 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

15.4 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in full force and effect as of the date of execution, with regard to conflicts of law principles or rules.

15.6 Independent Legal Advice. District and Assistant General Manager represent and warrant to each other that each has received, to the extent desired, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. The parties represent and agree that this Agreement was drafted jointly and shall not be construed against or in favor one party or its representatives over the other.

15.7 Conflicts Prohibited. During the term of this Agreement, Assistant General Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of his or her duties under this Agreement. Assistant General Manager shall comply with all

requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Assistant General Manager to seek separate and independent legal advice concerning whether such conflict exists and Assistant General Manager's obligations arising therefrom.

15.7 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by electronic mail, United States Postal Service, postage prepaid and addressed as follows:

To District:

Attn: General Manager  
IVCSD  
970 Embarcadero Del Mar  
Isla Vista, CA 93117

w/copy to:

District Counsel  
c/o Aleshire & Wynder, LLP  
3880 Lemon Street, Suite 520  
Riverside, CA 92501

To Assistant General Manager:

**DEBRA ANDERSON**

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service, or on the date indicated in any electronic mail.

[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the ISLA VISTA COMMUNITY SERVICES DISTRICT has caused this Agreement to be signed and executed on its behalf by its President, and duly attested by its officers thereunto duly authorized, and ASSISTANT GENERAL MANAGER has signed and executed this Agreement, both in duplicate.

ISLA VISTA COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
General Manager

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

ASSISTANT GENERAL MANAGER

\_\_\_\_\_

Dated: \_\_\_\_\_

[END OF SIGNATURES – END OF AGREEMENT]