

# Guadalupe-Coyote Resource Conservation District

## Employment Agreement With Stephanie Moreno

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into by and between the Guadalupe-Coyote Resource Conservation District, a California independent special district, hereinafter referred to as "DISTRICT", and Stephanie Moreno, hereinafter referred to as "EMPLOYEE."

WHEREAS, the EMPLOYEE has served as Executive Director and District Clerk since July 21, 2014;

WHEREAS, DISTRICT and EMPLOYEE have negotiated changes to the original agreement dated June 13, 2014 (Exhibit A) and wish to enter into a new agreement.

NOW, THEREFORE, the parties mutually agree to the following:

1. Position and Duties. The EMPLOYEE shall serve in the position of Executive Director of the DISTRICT and shall perform all the duties of that position as described in the job description included in the original offer and agreement (Exhibit A). The position, job description, salary, duties and responsibilities may be modified from time to time at the sole discretion of the Board of Directors ("BOARD"). EMPLOYEE agrees to strictly adhere to all of the rules and regulations of the DISTRICT as may be set forth in any employee manual or handbook ("MANUAL") or published policies of the DISTRICT now or in the future, including all amendments to the MANUAL which may be made in the future at the DISTRICT's sole discretion.
2. Salary. In consideration of and for the aforementioned services of EMPLOYEE, the DISTRICT shall compensate EMPLOYEE with a base salary of \$ 107,999.92 per year payable in semi-monthly or bi-weekly installments under the DISTRICT payroll system, less applicable taxes and payroll deductions. Any proposed increase of salary, compensation or benefits other than set forth in this AGREEMENT must be approved by the BOARD.
3. Annual Leave. EMPLOYEE shall be entitled to annual leave of 21 days per year to be used at her discretion to maintain physical and mental wellbeing. Annual leave shall be accrued on a monthly basis. Accrued annual leave shall be paid to the EMPLOYEE upon separation from employment, regardless of the reason for separation.
4. Benefit Plans. As EMPLOYEE has reached the age of 65 and is no longer eligible to participate in the DISTRICT group health plan, the DISTRICT provided an increase in salary in lieu of health benefit in the amount of \$500.00, effective May 1, 2020, limited by any applicable policies and restrictions under county, state or federal rules and regulations. The EMPLOYEE shall be granted an additional salary increase effective January 1, 2021 to cover any increased costs associated with the 2020 open enrollment so EMPLOYEE can maintain a health insurance plan similar in quality and coverage as was provided by the DISTRICT group health plan, provided that the salary increase shall

not exceed \$500.00 per month without additional approval by the BOARD. EMPLOYEE shall be responsible for providing verification of health plan to effect the salary increase. DISTRICT shall continue to contribute \$1,583.00 for each full month of employment in an approved retirement plan, limited by any applicable policies and restrictions under county, state or federal rules or regulations. These are negotiated elements of the EMPLOYEE's cumulative compensation package. If at any point in the future EMPLOYEE chooses to participate in a retirement or health plan offered by the DISTRICT that increases the total cost to the DISTRICT of the compensation package, such a proposed increase must be approved by the BOARD as described in the above Section 3, "Salary."

5. Employee Expenses. DISTRICT will reimburse EMPLOYEE for authorized business expenses, as provided within the guidelines of the DISTRICT'S financial and reimbursement policies. All expenses shall be subject to review and approval by the President of the BOARD.

6. Performance Evaluation. During the term of this Agreement, performance evaluations of the EMPLOYEE by the BOARD shall occur annually in July of each year. The BOARD shall evaluate the EMPLOYEE based upon any reasonable evaluation criteria deemed appropriate by the BOARD, which may include the overall performance of the DISTRICT, the requirements established by the EMPLOYEE's job description, performance goals and objectives established by the EMPLOYEE for herself and DISTRICT which have been approved by the BOARD, and other criteria relevant to EMPLOYEE'S performance as Executive Director.

7. Termination Without Cause; At-Will Employment Status. Notwithstanding any other section of this AGREEMENT, EMPLOYEE's employment shall be "at-will" and at the pleasure of the BOARD. EMPLOYEE's at-will status may only be changed, revoked, amended or superseded by written document signed by the BOARD, or its authorized designee. Either party may terminate this AGREEMENT without cause by providing the other party with thirty (30) days written notice of her or its intent to terminate. In the event that DISTRICT terminates EMPLOYEE's employment, there will be three months of severance payments provided, in an amount equal to the monthly cost of EMPLOYEE's salary and retirement contribution benefit.

8. Termination For Cause. If the BOARD terminates this AGREEMENT for cause, then EMPLOYEE shall not be entitled to any additional compensation. DISTRICT reserves the right to terminate this AGREEMENT for cause if EMPLOYEE breaches any material provision of this AGREEMENT or neglects the duties which she is required to perform under the terms of this AGREEMENT; or commits any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude as would prevent the effective performance of her duties. DISTRICT may, at its option, terminate this AGREEMENT for the reasons stated in this section by giving fourteen (14) days written notice of termination to EMPLOYEE without prejudice to any other remedy to which DISTRICT may be entitled either at law, in equity or under this AGREEMENT. The notice of termination required by this section shall specify the grounds for the termination and shall be supported by a statement of the relevant facts. Termination, under this section, shall be considered "for cause" for purposes of this AGREEMENT.

9. Abuse of Office. EMPLOYEE is aware that pursuant to Government Code 53243, reimbursement of certain funds paid to an employee may be required if EMPLOYEE is convicted of a crime involving an abuse of his or her office or position, including paid leave pending an investigation, cash settlements, and legal criminal defense funds.

10. Governing Law. This AGREEMENT is made and shall be construed and enforced in accordance with the laws of the State of California. This Agreement supersedes and replaces all prior agreements or understandings, oral or written, between the DISTRICT and EMPLOYEE, except for prior confidentiality agreements if any.

11. Modifications. This AGREEMENT may not be modified except in a writing signed both by the BOARD President and by the EMPLOYEE, and approved by the BOARD.

12. Severability. If any provision of this AGREEMENT or the Exhibits is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the DISTRICT and the EMPLOYEE.

13. 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 for all or any other times.

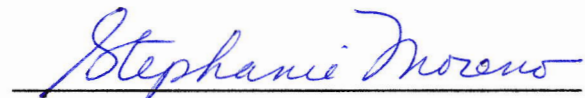
14. Dispute Resolution. The parties agree to undertake at least one informal negotiation meeting, or neutral mediation (sharing the expense), before either party resorts to litigation to resolve a dispute regarding termination arising under this AGREEMENT.

15. Employee Review and Receipt of Agreement. EMPLOYEE acknowledges that she has carefully read and considered all provisions of this AGREEMENT and agrees that all of the restrictions set forth herein are fair and reasonably required to protect the DISTRICT's interests. She acknowledges that she has received a copy of this AGREEMENT as signed by the EMPLOYEE. DISTRICT and EMPLOYEE acknowledge that they have each had an opportunity to consult with a representative of their choice prior to executing this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year set forth below.



\_\_\_\_\_  
President Richard Lanman, M.D.



\_\_\_\_\_  
Stephanie Moreno

\_\_\_\_\_  
11-20-2020

Date

\_\_\_\_\_  
11/20/2020

Date