

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”), entered into on _____, 2014 and effective as of August 25, 2014, is between the Pleasant Valley Recreation and Park District (“District”), and Mary Otten.

RECITALS

A. District is authorized to employ a General Manager pursuant to Section 5786.1 of the California Public Resources Code.

B. District desires to employ Mary Otten (“Manager”) as General Manager of the District effective August 25, 2014. Manager accepts such employment, in accordance with the terms and conditions set forth herein.

C. District employs Manager on an “at-will” basis. District has the right to terminate Manager’s employment at any time, with or without cause. Manager is free to terminate employment at any time as well, with or without cause.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

SECTION 1. TERM OF EMPLOYMENT

The term of this Agreement shall be three (3) years, commencing on August 25, 2014 (“Effective Date”) and terminating on August 25, 2017, unless terminated earlier with or without cause as provided in Section 7.

Unless otherwise earlier terminated, the parties will begin negotiations on a renewal of this Agreement or new employment agreement three (3) months prior to the expiration of its term. Manager is responsible for placing the item for closed session on the District Board of Directors (“Board”) agenda for this purpose. Nothing herein, however, shall be construed as requiring either party to ultimately agree to such renewal of the Agreement or a new employment agreement.

SECTION 2. DUTIES.

Manager shall function as the District's General Manager. Her duties shall include the responsibilities set forth in Exhibit "A" attached hereto; implementation of District policies and directives set by the Board; meeting performance goals, objectives and standards for the Manager set by the Board; supervision of the District's facilities, operations, programs, projects, financial affairs, personnel and planning; and such duties as assigned to Manager by the Board from time to time. Manager expressly acknowledges and agrees that she is an exempt management employee and serves at the will and pleasure of the Board and, subject only to the terms and conditions of this Agreement, her employment may be terminated with or without cause and with or without advance notice at any time.

SECTION 3. COMPENSATION.

Commencing on the Effective Date as stated in Section 1 herein, and during the full term of this Agreement, District shall pay to Manager a monthly base salary of Eleven Thousand Five Hundred Dollars (\$11,500.00), subject to all applicable tax withholdings and other authorized deductions.

The base salary shall be paid to Manager according to the same pay periods utilized for other District employees. The base salary shall be prorated for any period of partial employment.

Manager shall not receive cost of living increases to her base salary. Any cost of living increase(s) granted by the Board to non-contract District employees during the term of this Agreement shall have no impact upon or relationship to this Agreement. Based on the results of the annual performance review consistent with Section 6 herein, the District, in its sole discretion, may increase Manager's compensation. Manager has no right to a salary increase.

SECTION 4. EMPLOYEE BENEFITS.

A. Employee Benefits. Unless otherwise specified herein, throughout the term of this Agreement Manager shall be entitled to receive the same employee benefits (including medical/dental/vision insurance benefits, and paid holidays), on the same terms, as other full-time District employees to the extent permitted by law. If employee benefits are modified by the Board during the term of this Agreement, such modified benefits shall also apply to Manager to the extent permitted by law.

B. Vacation. On Manager's first day of employment, District will give Manager forty (40) hours of vacation leave. In addition, starting from Manager's first day of employment, Manager will be entitled to accrue 120 hours of paid vacation during each 12-month period starting on Manager's first day of employment, which shall accrue on a pro-rata basis at 5 hours per two-week pay period. Vacation time will not accrue during any period of Manager's unpaid leave of absences. Consistent with policies pertaining to other District employees, the maximum cap on vacation at any time during the term of this Agreement shall be three hundred sixty (360) hours. Manager may utilize vacation time once it is accrued. Manager will cease to accrue vacation time until the vacation hours fall below 360 hours.

The parties acknowledge the importance of Manager maintaining consistent and effective communication with the Board concerning Manager's anticipated vacation schedule. Manager shall notify the Board Chairperson in advance of taking vacation days and shall provide at least one week's advance notice before taking more than three (3) continuous vacation days. The Board Chairperson may deny Manager's use of vacation only for legitimate District-related reasons.

C. Sick Leave. On Manager's first day of employment, District will give Manager forty (40) hours of sick leave. In addition, starting on Manager's first day

of employment, Manager shall be entitled to accrue eighty-eight point fifty six (88.56) hours sick leave during each 12-month period starting on Manager's first day of employment, which shall accrue on a pro-rata basis at 3.69 hours per two-week pay period. Sick time will not accrue during any period of Manager's unpaid leave of absences to the extent permitted by law.

D. Administrative Leave. On Manager's first day of employment, District will give Manager 80 hours of Administrative Leave. In addition, starting from Manager's first day of employment, Manager will accrue 40 hours of Administrative Leave starting on Manager's first day of employment, which will accrue at 3.33 hours per two-week pay period.

E. Retirement. Manager may participate in a PERS plan to the extent permitted by law and consistent with District's contractual agreement with PERS and Manager's classification in the PERS System. Manager will contribute her employee share to PERS in an amount not to exceed 7% of her salary, to the extent permitted by law.

F. Auto Allowance. District shall pay Manager a motor vehicle allowance of Five Hundred Dollars (\$500.00) per month (which amount includes fuel costs). This allowance is in lieu of receiving any reimbursements for expenses incurred when using a personal vehicle for District business. Manager acknowledges that this auto allowance adequately compensates Manager for the expenses incurred in using Manager's personal vehicle for District business.

G. Housing Stipend. District will pay Manager a housing stipend of Two Thousand Dollars (\$2,000.00) per month for nine (9) consecutive months, starting from Manager's first day of employment to help Manager with temporary housing pending Manager's securing a permanent residence near the District.

H. Relocation Reimbursement. District will provide up to Ten Thousand Dollars (\$10,000.00) to Manager to assist Manager in relocating to a permanent

residence closer to the District. This is a one-time reimbursement only and the reimbursement is conditioned upon Manager's providing receipts for moving expenses of actual costs paid by Manager. Manager may request reimbursement as expenses are incurred and need not submit the request all at one time. This right to reimbursement is good for fifteen (15) months, starting from Manager's first day of employment.

I. Cell Phone. The District shall provide Manager with a cell phone allowance of Sixty-Five Dollars (\$65.00) per month. This allowance is in lieu of receiving any reimbursements for expenses incurred in using Manager's personal cell phone for District business. Manager acknowledges that this allowance adequately compensates Manager for expenses incurred in using Manager's personal cell phone for District business.

J. Laptop Computer. District shall provide Manager with a laptop computer for District-related use and occasional personal use.

SECTION 5. HOURS OF WORK; CONFLICTS OF INTEREST.

During the term of this Agreement, Manager shall devote appropriate and sufficient time, ability and attention to the services she is to perform for District. It is generally expected that Manager perform services on behalf of District during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), evening meetings of the Board, and at other times as necessary in the performance of her duties. The parties acknowledge and agree that some services to be performed for District may necessitate Manager being away from District facilities, e.g. representing the District in various meetings. To avoid any actual or potential conflicts of interest, Manager shall not directly or indirectly render any services of a business or commercial nature to any other person or organization, whether for compensation or otherwise, that competes with the business of the District or interferes with the performance of her duties hereunder while employed by District.

Manager is permitted to volunteer her time for non-profit corporations so long as such volunteer duties do not create an actual or perceived conflict of interest.

SECTION 6. PERFORMANCE EVALUATION.

The Board shall evaluate and review Manager's job performance on at least an annual basis and to the extent practicable, close to Manager's anniversary of the start of employment. It shall be the Manager's responsibility to annually place a performance evaluation session on the Board's agenda for a closed session. Evaluations of the Manager's performance, however, may occur at any time at the discretion of the Board. The Board may at any time establish performance goals, objectives and standards for the Manager. Evaluation(s) shall be based upon Manager's achievement of such performance goals, objectives, and standards, and any other factors or criteria deemed relevant by the Board. Failure to meet such performance goals, objectives or standards in the sole discretion of the Board shall be a basis for the Board to consider disciplinary measures, termination for cause and/or changes in compensation. The evaluation of Manager's job performance shall be at the sole discretion of the Board and shall be final.

SECTION 7. TERMINATION OF EMPLOYMENT.

A. This Agreement shall terminate automatically on Manager's death. The District may in its discretion, as determined in good faith by the District, terminate this Agreement if Manager is unable to perform the essential functions of the position, even with reasonable accommodation, to the extent permitted by law.

B. This Agreement may be terminated at any time by District in its sole discretion for cause by giving written notice of termination to Manager. The phrase "for cause" shall include, but not be limited to, conduct whereby the Manager: (1) willfully breaches or habitually neglects the duties that she is required to perform under the terms of this Agreement; (2) inadequately performs her assigned duties as set forth in Section 2, fails to meet performance goals, objectives or standards set

by the Board, or otherwise is evaluated as unsatisfactory in the sole discretion of the Board pursuant to Section 6; (3) conviction of a crime, whether misdemeanor or a felony involving moral turpitude (other than minor traffic infractions); (4) commits acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude; (5) fails to follow a lawful directive of the Board; (6) has repeated and protracted unexcused absences from Manager's office or duties; or (7) engages in conduct deemed to be in violation of Government Code Sections 1090, *et seq.* in the sole discretion of the District, or by a court of law or any legal or administrative tribunal.

C. This Agreement may be terminated at any time by District in its sole discretion without cause, and without advance notice or hearing or opportunity to be heard, upon written notice thereof communicated to Manager. Manager agrees that, in such event, she shall be entitled only to the compensation set forth in Section 8.B.

D. Manager may terminate this Agreement at any time upon thirty (30) days' prior written notice to the District. If Manager terminates this Agreement, she shall not be entitled to receive any compensation for services to District after the thirty (30) day notice period, or upon her voluntary cessation of work for the District, whichever is sooner.

SECTION 8. PAYMENT UPON TERMINATION.

A. If District terminates Manager's employment for cause, Manager shall receive no further compensation or benefits after the date of termination, other than such compensation as may be accrued but unpaid as of such date, or as otherwise required by law.

B. If District terminates Manager's employment without cause, Manager shall be entitled only to the following:

(1) Conditioned upon Manager's execution of a settlement and release agreement offered by District in accordance with applicable law and applicable District policies, Manager shall be entitled to receive a severance amount equal to her monthly salary, less any deductions required by law, multiplied by six months; except that in no event shall such amount exceed the remaining number of months left on the unexpired term. [For example, if employment is terminated with seven (7) months remaining in the term of this Agreement, Manager shall receive six (6) months' salary. As another example, if employment is terminated with two (2) months remaining in the term of this Agreement, Manager shall receive two (2) months' salary.]

(2) This Section 8.B. shall be construed and interpreted in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code.

(3) The following provisions are in compliance with Government Code Section 53243 *et seq.*:

a) In the event the District determines to place Manager on paid leave pending an investigation, Manager shall fully reimburse such pay to the District if she is subsequently convicted of a crime involving the abuse of her office or position.

b) In the event the District determines to fund all or part of a legal criminal defense for Manager, she shall fully reimburse such funds to the District if she is subsequently convicted of a crime involving an abuse of her office or position.

c) Regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement related to the termination that Manager may receive from the District shall be fully reimbursed to the District if Manager is convicted of a crime involving an abuse of her office or position.

C. For purposes of this Section 8, the "date of termination" shall mean the date District communicates written notice of employment termination to Manager as set forth in Section 11.

SECTION 9. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

Upon termination of this Agreement, Manager agrees to deliver to District all equipment, laptop computer, materials, documents and other property belonging to District. Manager also agrees to maintain the confidentiality of information related to the District obtained during the term of her employment and thereafter, to the extent permitted by law.

SECTION 10. NON-ASSIGNMENT.

This is an agreement for personal services and may not be assigned by Manager to any third party.

SECTION 11. NOTICES.

A. Any notices to be given under this Agreement by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage paid, with return receipt requested. Mailed notices shall be addressed as follows:

If to District: Pleasant Valley Recreation And Park District
Attention: Chairperson, Board of Directors
1605 E. Burnley
Camarillo, California 93010

With a Copy to: Musick Peeler & Garrett LLP
Attention: Kristine E. Kwong
One Wilshire Blvd., Suite 2000
Los Angeles, CA 90017

If to Manager: Mary Otten

B. Each party may change that party's address by written notice in accordance with this paragraph.

C. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

SECTION 12. MODIFICATION.

This Agreement may not be modified or amended in any way unless such modification or amendment is in writing and signed by Manager and District.

SECTION 13. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Manager by District, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. No representations or conduct on the part of any representative of the Board or District shall alter the at-will nature of Manager's employment.

SECTION 14. PARTIAL INVALIDITY.

If any provision of 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.

SECTION 15. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 16. DEATH.

If Manager dies prior to the expiration of the term of her employment, any sums that may be due her by District under this Agreement as of the date of death shall be paid to Manager's spouse if still living and married to Manager; if not, any sums shall be paid to Manager's executors, administrators, heirs, personal representatives, successors and assigns.

SECTION 17. BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legatees, representatives and successors.

SECTION 18. RECITALS.

The foregoing recitals are incorporated herein as if set forth in full.

SECTION 19. ARBITRATION.

Any dispute or controversy between the parties in connection with or relating to this Agreement or any other matter shall be resolved by binding arbitration to be conducted in the County of Ventura, in accordance with the provisions of California Code of Civil Procedure section 1280 et seq.

SECTION 20. ACKNOWLEDGMENT.

Manager acknowledges that she has carefully read this Agreement and understands its contents; that she has been given the opportunity to consult with an attorney of her choice regarding this Agreement; that she has had sufficient time to review this Agreement; that she is executing this Agreement knowingly and

voluntarily, without any coercion or duress; and that she has not relied on any representations or promises of any kind made to her in connection with her decision to execute this Agreement, except for those set forth herein.

Executed at Camarillo, California, with an effective date as set forth above.

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By: _____

Bob Kelley
Chairperson, Board of Directors

“District”



Mary Otten

“Manager”

ATTEST:

Neal Dixon
Secretary, Board of Directors