

MCS D 2301A
GENERAL MANAGER EMPLOYMENT AGREEMENT
DRAFT

This Agreement is made by and between the McCloud Community Services District, Siskiyou County, California, a community services district formed under applicable provisions of the Government Code of the State of California (hereinafter referred to as "District) and _____, an individual and an employee of the District (hereinafter referred to as "General Manager"). This Agreement is made with reference to the following facts:

- a) The District is desirous of employing a qualified person to render the particular and special services of a professional nature with respect to the administration of the affairs of the District.
- b) California Government Code Section 61000 et seq. requires the District's Board of Directors to appoint a General Manager of the District and authorizes the execution of an employment contract following such appointment.
- c) The District's Board of Directors wishes to enter into an employment contract with _____ to secure his/her professional services on behalf of the District.

IT IS AGREED:

DUTIES: The General Manager shall perform the duties as prescribed by the Board of Directors in Policy 2300. The General Manager shall execute all powers and duties in accordance with the policies adopted by the Board, the provisions of the Government Code and all other applicable provisions of law. *[Insert here special requirements above and beyond those listed in Policy 2300 regarding desired duties]*

GENERAL MANAGER AND BOARD RESPONSIBILITIES: The General Manager shall have the primary responsibility for the execution of District policy, including the day-to-day operation of the District's facilities, services and programs, whereas the Board shall retain the responsibility of formulating and adopting said policy. *[Insert here special requirements above and beyond those listed in Policy 2300 regarding board/manager relations]*

PERSONNEL MATTERS: The General Manager shall act as the employee relations officer for the District as detailed in Policy 2300. *[Insert here special requirements above and beyond those listed in Policy 2300 regarding personnel relations]*

TERM OF EMPLOYMENT AND COMPENSATION: Subject to the provisions for termination of this Agreement set forth below, the General Manager shall begin his/her employment with the District for a term of _____ years and shall be paid the annual sum _____ Dollars for his/her full-time services, accruing neither overtime nor compensatory time, prorated and payable _____ [bi-weekly], subject to the following adjustments:

- a) Following the annual performance evaluation of the General Manager, he/she may negotiate for a salary increase effective the following fiscal year.

- b) On July 1 of the initial year of this agreement and each year thereafter, the General Manager shall be entitled to and shall receive a cost of living salary increase if afforded to the other regular employees of the District as approved by the Board.
- c) The Board of Directors may approve an increase in the General Manager's salary for exemplary performance and/or securing additional District funding sources (above and beyond) the current fiscal year budget.

FRINGE BENEFITS: The General Manager shall be afforded such fringe benefits of employment as are granted to the District's regular employees, as may be specified in the Personnel Policy of the District's Policy Manual.

PERFORMANCE OBJECTIVES: No later than May 1 of each year, under this Agreement, the General Manager shall meet with the Board to identify the General Manager's performance objectives for the following year. Said performance objectives shall be proposed by the General Manager in writing and submitted to the Board for approval. If the Board does not approve said performance objectives, they shall establish reasonable performance objectives following consultation with the General Manager. Performance objectives shall be consistent with the duties and responsibilities set forth in this Agreement.

EVALUATION: The Board shall evaluate the performance of the General Manager annually. The evaluation shall be based on the duties and agreed upon performance objectives.

TERMINATION AND DISMISSAL: The General Manager shall serve at the will and pleasure of the District's Board of Directors and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent the District from terminating this Agreement and the services of the General Manager in its sole discretion. The following provisions shall apply to termination and dismissal:

- a) The General Manager may be terminated after _____ [months, weeks, years, etc.] of physical or mental disability that prevents the General Manager from performing his essential job duties. Under such circumstances, the Board of Directors reserves the right to terminate this Agreement without providing any severance pay or continuation of health benefits.
- b) Except as provided in the preceding paragraph, if the Board of Directors terminates the employment of the General Manager without cause, the District shall pay the General Manager severance pay in an amount equal to his total monthly compensation for _____ months plus continuation of health benefits at District expense for _____ months.
- c) The Board of Directors shall have the right to discharge the General Manager and terminate this Agreement for cause in the event of any willful breach of duty by the General Manager in the course of his employment or in the case of the General Manager's habitual neglect of his duties, or upon conviction of a felony or a crime involving moral turpitude. In the event of the General Manager is terminated for cause, the General Manager shall not be entitled to any severance pay or continuation of health benefits.

- d) The General Manager may terminate this Agreement at any time upon sixty (60) days written notice to the Board of Directors. In the event that the General Manager should exercise his option to terminate this Agreement (resign from District employment), the General Manager shall not be entitled to any severance pay or continuation of health benefits.
- e) In the event of the General Manager's termination without cause, the severance pay and other benefits provided for in this Agreement shall be the General Manager's sole remedy.

APPLICABLE LAW: This Agreement shall be constructed in accordance with, and governed by the laws of the State of California. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

EFFECTIVE DATE AND TERM: Subject to the termination provisions provided herein, this Agreement shall be effective as of the date first written above for an initial term of _____ year(s). In such event, this Agreement will expire at the end of the last term.

This Agreement is allowed to expire at the end of any term, the General Manager shall not be entitled to any severance pay or continuation of health benefits, as otherwise provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the District and the General Manager and supersedes all prior agreements respecting the same subject, provided however, that all practices as described in the Personnel Policy of the District's Board Policy, as they now exist or may hereafter be amended shall apply to the General Manager, unless contrary to specific provisions of this Agreement.

Each party agrees and 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, which are not intended herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

AMENDMENTS: Any modifications of this Agreement will be effective only if in writing and signed by both the General Manager and the District Board.

Dated this _____ day of _____, 20__.

 President, Board of Directors

 General Manager, McCloud Community Services District

ATTEST: _____
 Secretary of the Board