

# VALLEY SANITARY DISTRICT

## GENERAL MANAGER EMPLOYMENT AGREEMENT

This Agreement is made as of November 13, 2018, between the Valley Sanitary District, a special district, ("District") and Joseph Glowitz ("Employee" or "General Manager").

1. Term: Employee is an at-will employee who shall serve at the will and pleasure of the Board of Directors. The term of this Agreement shall be a three-year agreement, commencing on December 8, 2018 ("Commencement Date"), and continuing through the end of business on December 7, 2021, or until terminated by the District or Employee as provided in Sections 7,8, or 9 of this agreement.
2. Duties: Employee shall perform the functions and duties of the General Manager as currently in effect or as may hereafter be established by resolution or action of the Board of Directors.
3. Hours of Work: The General Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have set hours of work as the General Manager is expected to be available at all times.
4. Salary and Benefits: District agrees to compensate Employee for his services under this Agreement as follows:
  - A. Salary. District shall pay Employee for services rendered under this Agreement an annual salary consisting of two hundred thirty seven thousand, eight hundred dollars (\$237,800.00) for his services as General Manager. Salary shall be paid in installments at the same time as other District employees are paid on the District's regular payroll.
  - B. Said salary shall increase 3 percent on December 7, 2019 and shall again increase by 3 percent on December 7, 2020.
  - C. The District agrees to adjust Employee's annual salary by a cost-of-living adjustment on the same percentage amount and at the same time as cost-of-living adjustments that are made to District's salary ranges.
6. Benefits: In addition to salary, Employee shall be entitled to all benefits, rights, and privileges accorded to District employees, as outlined in the Valley Sanitary District Employee Handbook, except as otherwise provided in this agreement. The General Manager shall be entitled to the following specific benefits:
  - A. Retirement. Employee shall be a member of the California Public Employee Retirement System (CalPERS) at the 2.5%@55 formula, Employee shall pay Employee's contribution to CalPERS, District shall pay the required Employer contribution.

- B. Employee shall accrue sick leave at a rate of eight (8) hours per month with a maximum accrual of nine hundred sixty (960) hours. There shall be sick leave pay out at termination of employment, as permitted by District policy applicable to other District employees.
  - 1) At the commencement of the calendar year, Employee shall be credited with not less than eighty (80) hours of administrative leave.
  - 2) Employee will accrue, pro rata, two-hundred (200) hours of vacation per year, in accordance with standard District policy, as outlined in the Valley Sanitary District Employee Handbook. Employee may accumulate and carry up to a maximum of one and one half times his annual rate of vacation accrual.

7. Agreement Term and Termination:

- A. This Agreement shall be deemed effective beginning on December 8, 2018 and continuing through December 8, 2021 unless sooner terminated or extended by the Parties as set forth in this Agreement.
- B. In the event that the Board of Directors determines that the Employee is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least sixty (60) days in advance of the expiration of the this Agreement. Should the written notice provided for in this Section 7A not be given at least sixty (60) days prior, the Agreement shall be extended on the same terms for an additional year. Subsequent terms shall have the same notice and renewal requirements. Failure by the Board of Directors to provide written notice of intent not to reemploy at least sixty (60) days in advance of expiration shall result in an additional year-long renewal.
- C. If Employee voluntarily resigns his position with the District, he shall give sixty days notice in advance, unless parties agree otherwise.
- D. The Board of Directors may remove the General Manager at anytime, with or without cause, by a majority vote of its members. Notice of termination shall be provided to the General Manager in writing. Termination as used in this Agreement shall also include 1) a request that the General Manager resign; or 2) the elimination of the General Manager's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the Board of Directors.
- E. Given the at-will nature of the position of General Manager, an important element of the employment agreement pertains to termination. It is in both the District's interest and that of the General Manager that any separation of the General Manager is done in a businesslike manner.

8. Severance Agreement:

In the event the General Manager is terminated by the Board of Directors during such time that the General Manager is willing and able to perform the General Manager's duties under this Agreement, District shall pay General Manager or his estate:

- A. In a lump sum of One-Hundred (100) percent of the then current annual salary, less required and authorized payroll deductions OR in installments in the normal manner of District payroll, based on bi-weekly payment, as the General Manager or the executor of his estate may demand, AND
- B. Twelve (12) months of contributions to the CalPERS pension system, AND
- C. Twelve (12) months of premium contributions to be enrolled in the District's medical, dental, and vision, and life insurance programs.

All payments required under this Sections 8 are subject to and shall be interpreted to comply with the limitations set forth in California Government Code section 53260.

9. Separation for Cause:

- A. Notwithstanding the provisions of Section 8, the General Manager may be terminated for cause. As used in this section, cause shall mean only one or more of the following:
  - 1. Severe and extended incapacity due to injury or illness (physical or mental), dismissal for willful misconduct
  - 2. Dishonesty for personal gain,
  - 3. Following conviction of a felony or misdemeanor involving moral turpitude,
  - 4. Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the General Manager's duties, or
  - 5. Repeated and protracted unexcused absences from the General Manager's office and duties.
- B. In the event the District terminates the General Manager for cause, then the District may terminate this agreement immediately, and the General Manager shall be entitled to only the compensation accrued up to the date of termination, other payments required by this Agreement, and such other termination benefits and payments as may be required by law. The
- C. General Manager shall not be entitled to any severance benefits provided by Section 8.

10. Indemnification.

- A. To the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to the General Manager and the District, jointly and severally, shall defend and indemnify the General Manager against and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.
- B. The District shall defend, save harmless and indemnify the General Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the General Manager's duties as General Manager. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- C. Whenever the General Manager shall be sued for damages arising out of the performance of the General Manager's duties, the District shall provide defense counsel for the General Manager in such suit and indemnify the General Manager from any judgment rendered against the General Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the General Manager's capacity as General Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the District. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the General Manager may have under the law.
- D. The District and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the General Manager, while acting within the scope of the General Manager's duties, from all claims, losses and liabilities arising out of or incident to activities were operations performed by or on behalf of the District or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the General Manager.

11. Severability: If any clause, sentence, part, section, or portion of this Agreement.

- A. If it is found by a court of competent jurisdiction to be illegal or unenforceable,


such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

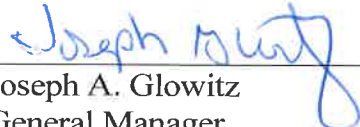
12. Other Terms and Conditions.

- A. The Board of Directors, in consultation with Employee, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, District ordinances, or any other law.
- B. Sixty days prior to each anniversary date of the effective date of the Agreement, Employee and District shall meet and complete a performance evaluation.
- C. The text herein shall constitute the entire agreement between the parties.
- D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

13. Effective Date: This Agreement shall take effect on November 13, 2018.

Valley Sanitary District

  
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Douglas A. York  
President – Board of Directors

  
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Joseph A. Glowitz  
General Manager