

EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2016, by and between the Town of Discovery Bay Community Services District, a community services district organized under the laws of the State of California, hereinafter called "Employer," and Catherine O. Kutsuris hereinafter called "Employee."

The parties agree as follows:

SECTION 1. DUTIES

A. General

Employer hereby employs Employee as Interim General Manager of Employer to perform the functions and duties specified in the laws of the State of California, the formation documents forming Employer, and the Employer's by-laws and Ordinances as they exist today and are amended hereafter, and to perform such other duties and functions as Employer shall from time to time assign.

B. Specific

Without limiting any other duties of Employee, it is specifically recognized that Employee shall have the power and duty to hire, discipline, and terminate all other employees of Employer (but not independent contractors with which Employer has entered into a contract), unless specifically directed otherwise by Employer.

SECTION 2. TERM

A. The term of this Contract shall be retroactive and commence on February 1, 2016 and continue through January 31, 2017, or until the appointment of a permanent General Manager, or until terminated as provided herein, whichever occurs first.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time.

C. The Parties understand and agree that the employment relationship created by this Contract is "at-will" and that the Employee shall serve at the will and pleasure of the Board of Directors and Employee understands and agrees that she has no constitutional or legally protected property or other interest in her appointment as Interim General Manager except as provided for in Section 15. The Employee may be terminated at any time with or without cause. Nothing in any statute, ordinance, or rule shall prevent, limit, or otherwise interfere with the right of the Board of Directors to terminate, without right of appeal or grievance, the employment of the Employee at any time, as provided herein. Accordingly, Employee agrees that this Contract sets forth the only terms and conditions applicable of termination and that Employee shall not be entitled to severance under any conditions.

D. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.

SECTION 3. DISABILITY

If Employee shall, for whatever reason, become incapable of performing any of the essential functions of Employee's position, even with reasonable accommodation by Employer, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, whichever is longer, then Employee shall be deemed to have suffered a disability. Employer and Employee agree that the time period specified in this section is a reasonable accommodation by Employer, and that granting longer time would be an undue hardship on Employer and Employer shall have the option to terminate this Contract.

SECTION 4. SALARY

Employer agrees to pay Employee for her duties as Interim General Manager a base annual salary of ONE HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED DOLLARS (\$133,900.00) payable in twenty-six equal bi-weekly payments in the amount of FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$5,150.00), subject to usual and normal withholdings.

SECTION 5. HOURS OF WORK

Employee is expected to devote a great deal of time outside normal office hours to business of Employer. To that end, Employee will be allowed to take time off as she shall deem appropriate, during said office hours. Employee is expected to work such hours as are necessary to accomplish the goals of her employment, as Employee is exempt from overtime provisions of Federal and State laws.

SECTION 6. VACATION AND SICK LEAVE

A. Employee shall not accrue, and have credited to her personal account, vacation time. Sick leave shall be accrued at the rate as established in Employee's Personnel Manual for employees of Employer, as it is or may be amended from time to time, and other Employer-authorized leave at the same rate as other management employees.

B. Sick leave may not be accrued beyond the limits specified in the Personnel Manual. Upon reaching the accrual limit for sick leave, accrual shall cease, and no further accrual shall occur until sick leave is taken so as to reduce the accrual amount to below the accrual limit, except as may be otherwise provided in the Personnel Manual for Exempt Employees.

C. Employee shall have credited annually to her personal account non-accruing administrative leave.

D. Upon termination of employment, there shall be no payment for accrued sick leave.

SECTION 7. DISABILITY, HEALTH AND LIFE INSURANCE

Employer shall not provide disability, health, or life insurance for Employee.

SECTION 8. RETIREMENT BENEFITS

Employer shall not provide retirement benefits or pension benefits for Employee.

SECTION 9. DUES AND SUBSCRIPTIONS

Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for her continuing education and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement and for the good of Employer.

SECTION 10. PROFESSIONAL DEVELOPMENT

A. Employer shall budget for and pay the travel and subsistence expenses of Employee for professional official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer shall budget and pay for the travel and subsistence expense of Employee for short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

SECTION 11. REIMBURSEMENT EXPENSES AND VEHICLE

A. Employee will receive reimbursement for all sums necessarily incurred and paid by her in the performance of her duties, in the manner and on the terms set forth in Resolution 2014-02 of Employer, as it now is, or may be amended or superseded.

B. Employer will provide Employee with a vehicle for work use.

SECTION 12. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6. of the California Government Code, sections 800 et seq.

SECTION 13. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Employer, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the formation documents, the by-laws, or any other law.

B. Unless otherwise specifically provided herein, all provisions of the adopted policies, regulations and rules of Employer as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer.

C. Except as otherwise provided herein, Employee shall be subject to Employer's Personnel Manual. For the purposes of Employer's Personnel Manual, Employee shall be considered a "regular full-time Employee."

SECTION 15. NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Town of Discovery Bay Community Services District
 1800 Willow Lake Road
 Discovery Bay, CA 94505

- (2) Employee: Catherine O. Kutsuris
 1972 Dolphin Place
 Discovery Bay, CA 94505

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 16. GENERAL PROVISIONS

A. The text herein shall constitute the entire Contract between the parties.

B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Contract shall become effective on February 1, 2016.

D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Discovery Bay Community Services District has caused this Contract to be signed and executed in its behalf by its President and duly attested by its Secretary, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

"EMPLOYER"

Town of Discovery Bay Community Services District

By: _____
Bill Pease, President

"EMPLOYEE"

Catherine O. Kutsuris

ATTEST:

Secretary

APPROVED AS TO FORM:

ROD A. ATTEBERY
Attorney for Employer