

Employment Agreement

This agreement (hereinafter referred to as the "Agreement") is entered into as of July 1, 2014, by and between the Pleasant Hill Recreation & Park District, acting through its Board of Directors, (hereinafter referred to as the "District") and Robert B. Berggren (hereinafter referred to as the "Employee").

1. Term of Employment

- A. Subject to the conditions set forth in this Agreement, the Employee shall serve in the position of General Manager for a four (4) year period commencing July 1, 2014 through June 30, 2018 ("Term").
- B. The Term may be extended at any time prior to the expiration of this Agreement by the mutual consent of the District and the Employee. Such consent must be evidenced by a written amendment signed by the District and the Employee.

2. Duties and Responsibilities

- A. The District retains Employee to perform the duties of the General Manager as set forth in the District Policy Handbook, the Employee Job Description and any other duties as may be required by the Board of Directors which are not inconsistent with the provisions of this Agreement or the law.
- B. The Employee shall be subject to all District rules, regulations and policies specifically applicable to employees and management and to any subsequently adopted rules, regulations and policies which do not conflict with this Agreement or the law.
- C. The Employee shall, subject to the direction and control of the District Board of Directors, exercise administrative supervision over the District and its employees so that the statutory and other legal duties of the District are fully satisfied.
- D. The Employee shall serve the District diligently and to the best of his abilities in all respects and shall always act in the District's best interest in fulfilling its legal responsibilities as a California Independent Special District and a Recreation and Park District.
- E. The Employee agrees to remain in the exclusive employment of the District during the Term. However, the Agreement shall not be construed to prevent the Employee from teaching classes, which are conducted on

the Employee's personal time and provided that such services shall not impair Employee's ability to fully perform his duties for the District.

3. Salary

- A. The District shall pay the Employee an annual salary of One Hundred Forty-Seven Thousand, Eight Hundred Twenty-Eight Dollars (\$147,828.00), subject to annual cost-of-living adjustments.
- B. Any future increase in salary will be at the sole discretion of the District Board of Directors following the annual performance evaluation or at such other time as determined by the Board of Directors. Any future decrease in the salary of Employee will be made by the Board of Directors only in the event that a decrease is made in the salaries of all District employees. In such event, the decrease in the salary of Employee shall be no more than the average percentage decrease of all other District employees.
- C. The District Board shall conduct an annual performance evaluation of Employee which shall be completed by March 1 of each year of the Term.

4. Benefits

In addition to Employee's salary, the Employee shall receive the following benefits:

- A. Group Insurance: The District agrees that the Employee shall be entitled to medical, dental, disability, life insurance and rights currently afforded full-time employees of the District as of the effective date of this Agreement, except as specifically modified by the District Board of Directors.
- B. Retirement: The District contracts with the California Public Employees Retirement System ("PERS") for Employee's retirement benefits. Employee, as required by PERS rules, shall be responsible for payment of 7% of his retirement costs, or such other amount as determined by PERS or State law.
- C. Automobile: The District agrees to pay Employee an automobile allowance in the amount of \$400.00 per month for the use of his personal vehicle while on District business. The Employee agrees to pay all costs of ownership, insurance, maintenance costs and all other costs related to this vehicle. The Employee shall not be entitled to mileage reimbursement for travel within the District. Employee shall maintain public liability insurance as required by law for the vehicle at all times.

- D. Business Expenses: The District agrees to reimburse the Employee for District-related business expenses, subject to such rules, regulations and policies as the District may establish and amend from time to time.
- E. Association Dues: The District agrees to pay on behalf of the Employee any annual professional association dues as required for employment as set forth in:
 - 1. California Parks and Recreation Society (CPRS)
- F. Vacation, Holidays and Sick Leave: The District agrees that policies, rules, and regulations of the District relating to sick leave, holidays and vacation as they now exist, or hereafter may be amended, shall apply to the Employee except as herein provided. The Employee is specifically guaranteed a minimum of twenty-eight (28) vacation days per year, of which five (5) days may be taken as salary at the option of the Employee at the end of each contract year.

5. Termination and Severance

The following provisions shall apply to termination of the Employee by the District:

- A. Employee is an at-will employee and the District shall have the right to terminate this Agreement at any time. Termination shall require a three-fifths (3/5) vote of the District Board of Directors and a thirty (30) day written notice to the Employee.
- B. In the event that the District terminates this Agreement as provided in Section 5A above, the District shall, subject to the limitations stated herein, pay the Employee a lump sum payment based on the number of months remaining in the Term at the date of termination times the Employee's monthly salary, but not to exceed six (6) months ("severance pay"), and any accrued sick days and vacation days that have been earned in monthly installments. Employee shall be entitled to continued health insurance benefits in accordance with applicable law at Employee's expense. Such payment will release the District from any further obligation under this Agreement or State or Federal law related to Employee's employment with the District.
- C. Employee shall not be entitled to, nor receive from the District, any severance pay if Employee has engaged in fraud, misappropriation of funds or other illegal fiscal practices. Employee shall reimburse the District for the amount of any severance pay received if Employee is convicted of a crime involving an abuse of office or position. This section is intended to implement the requirements of Government Code Sections 53243.2 and 53260 and shall be interpreted consistently therewith.
- D. In the event that the Employee is convicted of any criminal act, partakes in activities involving moral turpitude, materially breaches this Agreement or is

materially unable to perform the terms of this Agreement, the District may immediately terminate this Agreement without obligation to pay any future salary payments to Employee.

- E. It is also understood and agreed that, except as otherwise provided in Section 5(a) above, the Employee shall be retained a minimum of seven (7) months following any District Board of Directors election, thereby allowing the new Board of Directors adequate time to assess the Employee's performance.

6. Resignation

The following provisions shall apply to a resignation by the Employee from the District:

- A. In the event that the Employee voluntarily resigns from the position of General Manager, Employee agrees to provide the District with a minimum of thirty (30) days' written notice. The Employee shall not be entitled to any salary or benefits after the actual date of resignation.
- B. The Employee shall be entitled to continued health insurance benefits in accordance with applicable law at Employee's expense.
- C. During the period from the stated intent to resign and actual leaving, the Employee shall continue to faithfully and competently perform the duties of General Manager as set forth in this Agreement.

7. Amendment

This Agreement may be amended from time to time by mutual agreement of the District and the Employee, provided that no such amendment shall be effective nor have any force or effect unless expressed in writing, duly authorized and executed by both parties thereto.

8. Arbitration of Disputes, Costs

- A. Any controversy between the District and the Employee involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either party, served on the other, be submitted to binding arbitration. Arbitration shall comply with and be governed by the provisions of California Code of Civil Procedure Section 1280, et seq.
- B. The District and the Employee shall mutually agree upon the neutral arbitrator to hear and determine the dispute. If the District and the Employee cannot so agree, then the parties shall select an arbitrator through the Judicial Arbitration and Mediation Services (JAMS).

C. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator decides.

9. Notices

Any notices required by this Agreement shall be either given in person or by first class mail with the postage prepaid and addressed as follows:

To District: Chairperson
Pleasant Hill Recreation & Park District
147 Gregory Lane
Pleasant Hill, CA 94523

To Employee: Robert B. Berggren
(Address to be provided)

10. Entire Agreement

This Agreement sets forth the entire agreement between the District and the Employee.

IN WITNESS WHEREOF, the District and the Employee have executed this Agreement as of the date first written above.

Employee:

Dated: _____

Robert B. Berggren

Pleasant Hill Recreation & Park District

Dated: _____

Sherry M. Sterrett, Board Chair