

**EMPLOYMENT AGREEMENT**

This **Employment Agreement** (“Agreement”) made and entered into this \_\_\_ day of June, 2019, by and between the **Cambria Community Services District** (hereinafter referred to as “**Employer**” or “**CCSD**”) and **John F. Weigold, IV** (hereinafter referred to as “**Employee**”), who understand as follows:

**WITNESSETH:**

**WHEREAS**, Employer desires to employ the services of Employee as General Manager; and

**WHEREAS**, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

**WHEREAS**, it is the desire of Employer to receive and retain the services of Employee and to provide for him to remain in such employment; to make possible full work productivity by assuring his morale and peace of mind; to act as a deterrent against malfeasance, misfeasance or substandard performance on his part; and to provide for terminating his services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employment; and

**WHEREAS**, Employee desires to accept employment as General Manager; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Duties of General Manager**

Employee agrees to perform the functions and duties of the position of General Manager, and any additional duties as may be assigned from time to time. A general description of the duties and responsibilities of the General Manager is attached to this Agreement and is incorporated herein by this reference as Exhibit A. In addition, Employee shall perform the statutorily required duties of a general manager of a community services district, as set forth in Government Code Section 61051, which provides as follows:

- (a) The implementation of the policies established by the board of directors for the operation of the district.
- (b) The appointment, supervision, discipline, and dismissal of the district’s employees, consistent with the employee relations system established by the board of directors.
- (c) The supervision of the district’s facilities and services.
- (d) The supervision of the district’s finances.

## **2. Term of Agreement**

This Agreement commences upon its execution by the parties, and shall remain in effect through July 31, 2024. Employee shall begin his employment with the District on August 1, 2019 or sooner.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4 of this Agreement.

## **3. Devotion to District Business and Hours of Work**

The General Manager position is considered a full-time position. Therefore, except as otherwise provided herein, Employee shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of the General Manager duties, without written prior approval by the Board of Directors. As a full-time position, Employee's work schedule shall generally be consistent with the normal business hours adopted by the CCSD and those necessary to fulfill the obligations of General Manager, including being available to attend all necessary meetings during evenings and weekends. In recognition of the amount of work time required outside of regular business hours, it is agreed the General Manager does not have a fixed schedule and Employee will have the discretion to work as needed to accomplish the duties and responsibilities assigned to the General Manager.

Notwithstanding the foregoing, it is understood and agreed that due to a preexisting teaching obligation, Employee will not be available on Mondays through December 31, 2019. The teaching commitment shall be deemed to be an activity that does not conflict with or materially interfere with his performance of duties as General Manager.

## **4. Termination**

Employee understands that he has no constitutionally protected property or other interests in his employment as General Manager. Employee understands and expressly agrees that he serves in the General Manager position at the will and pleasure of the Board of Directors and that he may be terminated or asked to resign from that position at any time by the Board of Directors, without cause, for any reason or for no reason, immediately upon notice to Employee.

## **5. Salary**

For the period commencing August 1, 2019 thru January 31, 2020, Employer agrees to pay Employee a monthly base salary of \$12,916.67, or \$155,000 annually, for

his services. The monthly base salary shall be adjusted to \$14,166.67, or \$170,000 annually, on February 1, 2020. Subsequent increases in salary may be considered annually by the Board of Directors at the time of Employee's performance evaluation.

## **6. Other Compensation**

Employer agrees to provide Employee additional compensation and benefits as provided to other management employees of the CCSD. Employee agrees to pay one-hundred percent (100%) of the Employee designated share of the contribution to the Public Employees Retirement System in accordance with Section 2.08.150 of the CCSD Municipal Code. In addition, Employee shall receive the following benefits:

- A. Employee shall be reimbursed at the standard CCSD mileage rate for all District business travel miles outside of San Luis Obispo County in his personal vehicle.
- B. Employee shall accrue 10 days of vacation leave per year, which shall be subject to the two (2) year cap on accrual of leave time in accordance with the CCSD's Payment and Compensation Plan. Effective February 1, 2020, Employee will accrue 15 days of vacation leave per year, subject to the cap.
- C. Employee will be provided with a \$100,000 life insurance policy. The District will pay the full monthly premium for Employee.
- D. Employee may, at his discretion, opt out of receiving the CCSD health insurance benefits.

## **7. Professional Development**

As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, Employer shall consider requests for funds for certain items, activities and materials deemed necessary and desirable for Employee's continued professional development, participation, growth and advancement. Those items, activities and materials shall include:

- A. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
- B. Travel and subsistence expenses for professional meetings and similar functions (e.g., conferences, workshops, seminars, meetings, etc.) to foster professional development or represent the CCSD;
- C. Other items, activities and materials as may be agreed upon from time to time between Employee and Employer.

## **8. Performance Review**

Employee's initial performance review shall be on or about January 1, 2020. Thereafter, Employee shall receive semi-annual performance reviews on or before January 1 and June 30. As part of the performance reviews, Employee shall report on his efforts in the prior year to achieve the adopted goals of the Board of Directors. The initial and semi-annual performance reviews will include the preparation of a written evaluation by each Member of the Board of Directors using the General Manager Evaluation Form attached hereto as Exhibit B. Additional performance reviews shall be scheduled by of the Board of Directors on an as needed basis.

## **9. General Provisions**

- A. The terms of this Agreement are intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- C. This Agreement shall be governed by the laws of the State of California. Employee and the District agree that venue for any dispute shall be in San Luis Obispo County, California.
- D. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.
- E. Employee may not assign this Agreement in whole or in part.
- F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The text herein shall constitute the entire Agreement between the parties. Any amendments to this Agreement must

be in writing and executed by both parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

**10. Effective Date**

This Agreement shall be effective on June \_\_\_\_, 2019.

**In Witness Whereof, Employer and Employee have signed and executed this Agreement, both in duplicate, the day and year first above written.**

**EMPLOYEE:**



Digitally signed by John Weigold  
DN: cn=John Weigold, o, ou,  
email=jfweigold@gmail.com, c=US  
Date: 2019.06.17 02:53:23 -07'00'

---

John F. Weigold, IV

**EMPLOYER:**

---

David Pierson, President  
Board of Directors

**EXHIBIT A TO EMPLOYMENT AGREEMENT**  
**General Manager Job Description**

The General Manager serves as the Chief Executive Officer of the District and is accountable to the Board of Directors. It should be noted that the general manager may sub-delegate a function delegated to him/her by the Board. However, the general manager still retains responsibility to ensure that any sub-delegated function is carried out appropriately. Where functions are delegated to the general manager to perform on behalf of the Board, it is important for the Board to ensure there are policies in place to guide the decision making. The Board should keep policies guiding the delegated decisions under regular review. For example, where media liaison is delegated to the general manager, the Board should adopt a media policy to guide statements to the media.

The position provides policy guidance to the Board of Directors and management staff; and is responsible for implementation and enforcement of all District ordinances, policies, and procedures, the conduct of all financial and human resources activities and the efficient and economical performance of the District's operations. The General Manager provides highly responsible and complex administrative support to the Board of Directors.

**Performance Expectations**

**Staff Effectiveness:** Promoting the development and performance of staff and employees throughout the organization (requires knowledge of interpersonal relations; skill in motivation techniques; ability to identify others' strengths and weaknesses).

*Practices that contribute to this core content area are:*

TEAM LEADERSHIP Facilitating teamwork (requires knowledge of team relations; ability to direct and coordinate group efforts; skill in leadership techniques)

COACHING/MENTORING Providing direction, support, and feedback to enable others to meet their full potential (requires knowledge of feedback techniques; ability to assess performance and identify others' developmental needs)

EMPOWERMENT Creating a work environment that encourages responsibility and decision making at all organizational levels (requires skill in sharing authority and removing barriers to creativity)

DELEGATING Assigning responsibility to others (requires skill in defining expectations, providing direction and support, and evaluating results)

**Policy Facilitation:** Helping the CCSD Board of Directors and other community stakeholders identify, work toward, and achieve common goals and objectives (requires knowledge of group dynamics and political behavior; skill in communication, facilitation, and consensus-building techniques; ability to engage others in identifying issues and outcomes).

*Practices that contribute to this core content area are:*

FACILITATIVE LEADERSHIP Building cooperation and consensus among and within diverse groups, helping them identify common goals and act effectively to achieve them; recognizing interdependent relationships and multiple causes of community issues and anticipating the consequences of policy decisions (requires knowledge of community stakeholders and their interrelationships)

**EXHIBIT A TO EMPLOYMENT AGREEMENT**  
**General Manager Job Description**

MEDIATION/NEGOTIATION Acting as a neutral party in the resolution of policy disputes (requires knowledge of mediation/negotiation principles; skill in mediation/negotiation techniques)

FACILITATING BOARD EFFECTIVENESS Helping the CCSD Board develop a policy agenda that can be implemented effectively and that serves the best interests of the community (requires knowledge of role/authority relationships between elected and appointed officials; skill in responsibly following the lead of others when appropriate; ability to communicate sound information and recommendations)

**Service Delivery Management:** FUNCTIONAL/OPERATIONAL EXPERTISE Understanding the basic principles of service delivery in functional areas--e.g., public safety, community and economic development, human and social services, administrative services, public works (requires knowledge of service areas and delivery options)

*Practices that contribute to this core content area are:*

OPERATIONAL PLANNING Anticipating future needs, organizing work operations, and establishing timetables for work units or projects (requires knowledge of technological advances and changing standards; skill in identifying and understanding trends; skill in predicting the impact of service delivery decisions)

QUALITY ASSURANCE (Maintaining a consistently high level of quality in staff work, operational procedures, and service delivery (requires knowledge of organizational processes; ability to facilitate organizational improvements; ability to set performance/ productivity standards and objectives and measure results)

CITIZEN SERVICE Determining citizen needs and providing responsive, equitable services to the community (requires skill in assessing community needs and allocating resources; knowledge of information gathering techniques)

**Technological Literacy:** Demonstrating an understanding of information technology and ensuring that it is incorporated appropriately in plans to improve service delivery, information sharing, organizational communication, and citizen access (requires knowledge of technological options and their application)

**Financial Analysis:** Interpreting financial information to assess the short-term and long-term fiscal condition of the community, determine the cost-effectiveness of programs, and compare alternative strategies (requires knowledge of analytical techniques and skill in applying them)

**Budgeting:** Preparing and administering the budget (requires knowledge of budgeting principles and practices, revenue sources, projection techniques, and financial control systems; skill in communicating financial information)

**EXHIBIT A TO EMPLOYMENT AGREEMENT**  
**General Manager Job Description**

**REQUIRED QUALIFICATIONS:**

A Bachelor's degree and a minimum of five (5) years supervisory experience in a related field that includes three (3) years in the public sector/local government is expected. Or, any combination of education and experience which would likely provide the necessary knowledge and abilities.

**EDUCATION/TRAINING**

Minimum: Bachelor's degree in public or business administration, management, civil engineering or related field

Preferred: Master's degree in any of the above

**EXPERIENCE**

Minimum: Seven years of management level experience in the areas of staff development, finance/budget, capital projects, personnel management, intergovernmental relations/negotiations and interdepartmental coordination.

Preferred: Extensive management experience reporting to an elected board or commission which has provided a broad knowledge of the operation of local government in California along with water related issues and the operation of a community services district.

**SPECIAL LICENSES/CERTIFICATIONS**

Minimum: Valid California "C" drivers license. Must maintain satisfactory DMV record and ability to maintain insurability.



**EXHIBIT B TO EMPLOYMENT AGREEMENT  
General Manager Evaluation Form**

<b>ASSISTING BOARD WITH ITS POLICY-MAKING ROLE</b>					
<b>A. Providing Information</b>	<b>WEAK</b>				<b>STRONG</b>
1. Does the General Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
3. Does he follow up promptly on Board requests for information or action without having to be reminded?	1	2	3	4	5
<b>B. Providing Advice</b>	<b>WEAK</b>				<b>STRONG</b>
1. Does the General Manager show adequate knowledge of community issues?	1	2	3	4	5
2. Does the General Manager plan ahead, anticipate needs and recognize potential problems?	1	2	3	4	5
3. Does he have a good sense of timing in bringing issues to the Board for action?	1	2	3	4	5
<b>INTERNAL ADMINISTRATION</b>					
<b>A. Financial Management</b>	<b>WEAK</b>				<b>STRONG</b>
1. Is the General Manager effective in controlling costs through economical utilization of manpower, materials and equipment?	1	2	3	4	5
2. Does he provide you with sufficient information on the financial status of the District?	1	2	3	4	5
<b>B. Personnel Management</b>	<b>WEAK</b>				<b>STRONG</b>
1. Are the decisions regarding employee training and productivity explained to Board?	1	2	3	4	5
2. Does the General Manager explain decisions regarding positions and structural changes within the organization?	1	2	3	4	5
<b>C. Getting the Job Done</b>	<b>WEAK</b>				<b>STRONG</b>
1. Do you have the sense that things the Board decides or directs get done?	1	2	3	4	5
2. Does he pay sufficient attention to detail to avoid error or things "slipping through the cracks"?	1	2	3	4	5
3. Does the General Manager develop and carry out short and long -term action plans?	1	2	3	4	5
<b>INTERPERSONAL</b>					
<b>A. Communications</b>	<b>WEAK</b>				<b>STRONG</b>
1. Do you feel the General Manager is a good listener?	1	2	3	4	5
2. Are communications thoughtful, clear and to the point?	1	2	3	4	5
<b>B. Management Style</b>	<b>WEAK</b>				<b>STRONG</b>
1. Is the General Manager open to new ideas and suggestions for change?	1	2	3	4	5
2. Does the General Manager work well under pressure?	1	2	3	4	5
3. Can the General Manager consistently put aside personal views and implement Board policy and direction?	1	2	3	4	5

Director \_\_\_\_\_

**EXHIBIT B TO EMPLOYMENT AGREEMENT**  
**General Manager Evaluation Form**

<b>EXTERNAL RELATIONS</b>					
<b>A. Citizen Relations</b>	<b>WEAK</b>				<b>STRONG</b>
1. Does the General Manager generally make a positive impression on citizens and is he respected in Cambria?	1	2	3	4	5
2. Is he effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does he have appropriate visibility or identity in Cambria?	1	2	3	4	5
<b>B. Intergovernmental Relations</b>	<b>WEAK</b>				<b>STRONG</b>
1. Is the General Manager effective representing the District's interests in dealing with other agencies?	1	2	3	4	5
2. Does he participate in enough intergovernmental activity to have an impact on behalf of the District?	1	2	3	4	5
<b>CONTRACTUAL SKILLS AND ABILITIES</b>					
<b>A. Performance of contractual duties</b>	<b>WEAK</b>				<b>STRONG</b>
1. Knowledge of organizational and management practices as applied to the analysis evaluation of programs, policies and operational needs.	1	2	3	4	5
2. Knowledge of pertinent Federal, State and local laws, codes and regulations relative to community services district operations.	1	2	3	4	5
3. Ability to plan, organize and implement complex programs and projects.	1	2	3	4	5
4. Knowledge of funding sources impacting service and program development.	1	2	3	4	5
5. Knowledge of principles and practices of construction and service contract negotiations and administration.	1	2	3	4	5
6. Knowledge of the administration of project design, permitting and construction.	1	2	3	4	5
7. Ability to determine long range needs and to plan and organize work for the efficient accomplishment of such objectives.	1	2	3	4	5
8. Ability to establish and maintain effective working relationships	1	2	3	4	5
9. Knowledge of planning and permitting processes and the administration of the California Environmental Quality Act (CEQA) as it relates to district projects.	1	2	3	4	5
10. Ability to communicate clearly and concisely, both orally and in writing.	1	2	3	4	5
<b>OVERALL PERFORMANCE</b>					
<b>A. Overall Impression</b>	<b>WEAK</b>				<b>STRONG</b>
1. Performance of duties in a professional and responsible manner consistent with generally accepted standards of his profession.	1	2	3	4	5
2. Publicly represents the district with professionalism, avoiding any action or conduct that may discredit or embarrass the CCSD.	1	2	3	4	5
3. Demonstrates commitment to the District and to a culture of excellence in serving the community's needs.	1	2	3	4	5

Director \_\_\_\_\_

**EXHIBIT B TO EMPLOYMENT AGREEMENT**  
**General Manager Evaluation Form**

**ADDITIONAL COMMENTS**

**ACHIEVEMENTS**

List the top achievements or strong points of the General Manager for the past twelve (12) months.

---

---

---

---

---

---

---

---

---

---

**FUTURE DEVELOPMENT**

List the performance objectives for the General Manager that you feel are the most important targets for this year.

---

---

---

---

---

---

---

---

---

---

Board Member \_\_\_\_\_

Date \_\_\_\_\_

Director \_\_\_\_\_