

Jaclyn Moreno, President  
Gil Albiani, Vice President  
Rod Brewer, Director  
Orlando Fuentes, Director  
Jim Luttrell, Director



Joshua Green, General Manager  
Sigrid Asmundson, District Counsel  
Felipe Rodríguez  
Paul Mewton  
Phil Lewis

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## **SPECIAL BOARD OF DIRECTORS MEETING THURSDAY, DECEMBER 1, 2022**

**SPECIAL MEETING – 10:30 A.M.  
8820 Elk Grove Blvd., Elk Grove CA**

As of February 16, 2022, with the Sacramento County Health Officer rescinding the July 26 Health Order requiring all individuals to wear face coverings indoors, as well as the January 6 Health Order directing all public meetings to be held virtually. The District will resume normal operations and will allow public access to Board meetings. *Per order of the California Department of Public Health, all unvaccinated individuals will continue to be required to wear face coverings in all indoor public settings.*

### **HYBRID MEETING: ZOOM OR IN-PERSON**

**Video Conference  
Zoom Meeting**

**Meeting URL:** <https://yourcsd.zoom.us/j/84665498430?pwd=YzlnYU9WbUI0R0dZV0oxZFA0M1FHdz09>

**Meeting ID: 846 6549 8430**

**Passcode: 469337**

One tap mobile:

[+16694449171,,84665498430#,,,,\\*469337#](tel:+16694449171,,84665498430#,,,,*469337#) or [+12532050468,,84665498430#,,,,\\*469337#](tel:+12532050468,,84665498430#,,,,*469337#)

Dial In:

US: +1 669 444 9171 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 720 707 2699 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799

## **AGENDA**

### **SPECIAL BOARD MEETING – 10:30 A.M.**

#### **Moment of Silence**

#### **A. CALL TO ORDER**

1. Session Roll Call.
2. Pledge of Allegiance.

## **B. COMMUNICATIONS FROM THE PUBLIC (Non-agendized items)**

This is the time and place for the public to address the Board of Directors. State law prohibits the Board from addressing any items not previously included on the Agenda. The Board of Directors may receive testimony and set the matter for a subsequent meeting. Comments are to be limited to three minutes per individual at the discretion of the President. Individuals representing a group, or an organization shall be permitted five minutes. Comments relating to similar issues should be brief, concise, and non-repetitious. Speakers should state their home or business address when commenting to the Board.

**Note:** Under the provisions of the California Government Code, the Board is prohibited from discussing or taking immediate action on any non-agendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

## **C. STAFF REPORTS**

3. **SUBJECT:** Authorization of Employment Agreements and Position Control Adjustments. (J. Green)

### **RECOMMENDATIONS:**

1. Authorize the General Manager to execute an employment contract with Amanda Chehrezad for the position of Administrator of General Services.
2. Authorize the General Manager to execute an employment contract with Sheena Newman for the position of Director of Human Resources.
3. Approve the reclassification of 1.0 FTE Human Resources Analyst, Sr to 1.0 FTE Human Resources Specialist and part-time Office Specialist II, and authorize the updates to the position list.
4. Authorize the General Manager to retitle Human Resource Analyst, Sr. to Human Resources Manager, update the classification specification, and authorize the updates to the position list.

## **D. ADJOURNMENT**

**Note:** *Disabled Accommodations.*

*The Cosumnes Community Services District will make reasonable accommodations for persons having special needs due to disabilities. Please contact Elenice Gomez, District Clerk at 8820 Elk Grove Blvd. Elk Grove, CA 95624, phone (916) 405-7169, at least 48 hours before the meeting, to allow time to provide for special accommodations.*

**Note:** *Review and Copies of Agenda, Agenda Reports, and Material.*

*Before each meeting, copies of the Agenda, Agenda Reports, and other materials, as well as any public record relating to an open session agenda item that is distributed within 72 hours before the meeting, are available for public review at the Cosumnes Community Services District's website at <https://www.yourcsd.com/AgendaCenter/Board-of-Directors-2>.*

*Certificate of Posting of Agenda*

*I hereby declare that the foregoing Agenda for the December 1, 2022, Special Meeting of the Cosumnes Community Services District Board of Directors was posted on November 30, 2022, at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.*

*Signed this 30<sup>th</sup> day of November 2022.*



# STAFF REPORT



**DATE:** December 1, 2022

**TO:** Board of Directors

**FROM:** Joshua Green, General Manager / CEO

**SUBJECT: AUTHORIZATION OF EMPLOYMENT AGREEMENTS AND POSITION CONTROL ADJUSTMENTS**

## RECOMMENDATION

The Board of Directors:

1. Authorizes the General Manager to execute an employment contract with Amanda Chehrezad for the position of Administrator of General Services.
2. Authorizes the General Manager to execute an employment contract with Sheena Newman for the position of Director of Human Resources.
3. Approves the reclassification of 1.0 FTE Human Resources Analyst, Sr to 1.0 FTE Human Resources Specialist and part-time Office Specialist II, and authorizes the updates to the position list.
4. Authorizes the General Manager to retitle Human Resource Analyst, Sr. to Human Resources Manager, update the classification specification, and authorizes the updates to the position list.

## BACKGROUND/ANALYSIS

### Administrator of General Services

The District contracted with recruitment firm Columbia Ltd. to conduct a national recruitment process for the Administrator of General Services. An extensive recruitment and outreach process was conducted. There were a total of twenty-six applicants from seven states. After multiple rounds of interviews, the District issued a conditional offer of employment to Amanda Chehrezad. Dr. Chehrezad will be able to join the District beginning January 1, 2023.

### Director of Human Resources

The District contracted with recruitment firm Mosaic Partners to conduct a national recruitment process for the Director of Human Resources. An extensive recruitment and outreach process was conducted. After multiple rounds of interviews, the District issued a conditional offer of employment to Sheena Newman. Ms. Newman currently is serving as the interim Director of Human Resources for the District and her official effective date is December 1, 2022, in her new role.

### Position Control

The Human Resources Division has evaluated and recommended a reclassification of one vacant Human Resource Analyst, Sr. to Human Resources Specialist. This classification

downgrade will result in a salary savings of approximately \$47,531, which will be reallocated to part-time personnel hours within the Human Resource Division to assist with functions within the Office Specialist II scope of responsibility. There is no impact to any financial fund as a result of this recommendation.

The Human Resources Division has also evaluated and recommended the retitle of one incumbent in the Human Resources Analyst, Sr. classification to a Human Resources Manager. If approved, the General Manager, in consultation with the Director of Human Resources, will update the classification specification accordingly. There is no change in compensation associated with this recommendation. There is no impact to any financial fund as a result of this recommendation.

Should you have any questions, please contact me before the Board meeting.

Respectfully submitted,



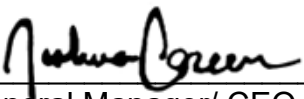
Joshua Green  
General Manager/ CEO

Attachment A – Administrator of General Services Employment Agreement

Attachment B – Director of Human Resources Employment Agreement

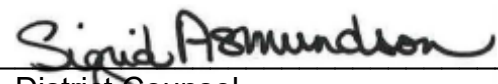
Staff Report recommendation authorized by:

Approved as to Form:



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General Manager/ CEO



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District Counsel

# **Attachment A**

**EMPLOYMENT CONTRACT  
BETWEEN  
AMANDA CHEHREZAD  
AND THE  
COSUMNES COMMUNITY SERVICES DISTRICT**

This Employment Contract (“**Contract**”) is dated December 1, 2022, for reference purposes only, and is entered into by and between the Chief Executive Officer & General Manager, on behalf of the Cosumnes Community Services District (“**District**”) and Amanda Chehrezad, hereafter referred to as “**Employee**”.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES, AND COVENANTS OF DISTRICT AND EMPLOYEE SET FORTH IN THIS CONTRACT, DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

**I. TERM.**

- A. Effective Date. The Effective Date of this Contract shall be January 1, 2023. This Contract shall continue in full force and effect for an on-going and indefinite term until such time as either party terminates this Agreement pursuant to the provisions hereof. Employee’s employment as Administrator of General Services shall be at will. This means that employee may be terminated from their employment with the District at any time, without cause, and without notice, subject to the provisions hereof.

**II. COMPENSATION.**

- A. Base Salary. District agrees to pay Employee an annual base salary for services rendered in the amount of Two Hundred Nineteen Thousand Eight Hundred Four Dollars (\$219,804). Salary shall be payable in installments on periodic paydays established by the District at the same time that the other employees of the District are paid and subject to all appropriate deductions and withholdings.
- B. Salary Adjustments. Employee shall receive annual compensation cost of living increases, effective the first day of July, to the Base Salary at a rate equal to whichever is greater, October or April year-over-year, Annual Consumer Price Index – West Region as published by the U.S. Department of Labor, Bureau of Labor Statistics, based on the amount of the Employee’s salary as may be adjusted from time to time. The Employee’s salary shall not be adjusted downward as a result of a decrease in the above-referenced Consumer Price Index.
- C. Step Increase. Subject to an evaluation conducted pursuant to Article VI in which Employee receives a satisfactory or above job performance evaluation, Employee may receive a step increase on February 1st of each year, until Employee has achieved the top step. See Appendix “A”.

- D. Mutual Aid Incident Participation. While Employee is assigned to a mutual aid emergency response per the California Fire Service and Rescue Emergency Mutual Aid System for which the District will receive reimbursement, Employee will be paid a straight-time base hourly rate for all hours devoted portal-to-portal (meaning from the dispatch of assignment until the return from the assignment). The straight-time base hourly rate is calculated as follows: Employee's annual base salary divided by 2,080 = \$ straight-time base hourly rate. Employee is not entitled to be paid at an overtime rate, no additional pays are calculated into the straight-time rate, and Employee does not accrue any additional paid leave than otherwise would have been accrued if not assigned to the mutual aid response. Employee's eligibility for portal-to-portal strike team pay does not change employee exempt status. Employee is not eligible for any hourly pay when performing any normally assigned tasks and will continue to be paid on a salaried basis when not assigned to mutual aid. Ongoing participation by the Employee in mutual aid responses shall be at the District's discretion. Employee will return from a mutual aid assignment) or decline requests to participate) if requested by the Board President to address necessary District business.

### III. PROFESSIONAL DUTIES AND RESPONSIBILITIES.

- A. Administrator of General Services. Employee shall serve as the Administrator of General Services of the District and shall provide the duties and responsibilities of the Administrator of General Services of the District, as set forth in Appendix "B", which may be amended from time to time by written mutual agreement of Employee and the General Manager. As Administrator of General Services, Employee shall report to, and is directly accountable to the General Manager.
- B. Professional Duties. Employee shall perform all duties prescribed by the laws, rules and regulations of the State of California and the Board and shall carry out all lawful directions of the General Manager and the Board.
- C. Full-Time Employment. The position of Administrator of General Services is a full-time position, and Employee is expected to devote the whole of their working time, skill, experience, knowledge, energy, attention, and best effort exclusively to the District's business and affairs. As a result, Employee shall not engage in any off- duty activity or employment that interferes with the legitimate interests of the District or the employee's ability to perform the duties and responsibilities set forth herein. Any outside employment shall require advance written approval of the General Manager.
- D. Conflicts of Interest. Employee is specifically informed that they must avoid situations involving actual or potential conflicts of interest. By way of illustration and not limitation, supervisor-subordinate romantic or close personal relationships with subordinates pose a conflict of interest for the District because they could adversely affect morale and productivity, because they could reflect poor business judgment, and because they may increase the District's risk of liability.

#### IV. DUTY - NONDUTY DAYS AND OTHER BENEFITS.

A. Regular Service. Employee shall be required to render service to the District during the Term of this Contract at a level necessary to satisfy and fulfill the requirements of the Employment. Employee work schedule shall be subject to the direction and prior approval of the General Manager.

B. Annual Vacation

1. Employee shall be afforded paid vacation in accordance with District policy.
2. At the conclusion of this Contract, or in the event of early termination (see Article IX), Employee shall be entitled to full compensation for all accrued and unused vacation.
3. The General Manager reserves the right to direct the use of vacation by Employee.
4. Employee may elect to cash-out vacation hours in accordance with the following conditions:
  - (a) On or before December 1 of each calendar year, Employee may elect to cash-out up to the full amount of vacation they will accrue during the following calendar year (“the Accrual Period”).
  - (b) This option for a cash-out is optional. Employee does not have to cash-out any vacation hours. If Employee elects to cash-out any vacation hours, they should complete a cash-out election form provided by the District.
  - (c) Employee’s election is final. Once Employee decides to cash-out vacation from the Accrual Period, that election cannot be changed.
  - (d) The District will pay the cash-out in accordance with the following and on the following dates (“Cash-Out Date”): If Employee elects to cash-out 100% of their accrued vacation for the Accrual Period, 50% of that accrual will be paid in June, and the remainder will be paid in December. If Employee elects to cash-out 50% or less of their vacation accrual for the Accrual Period, then the entire amount will be cashed-out in June.
  - (e) If Employee’s employment ends before the Cash-Out Date, then Employee is only eligible for payment of the time actually accrued on a pro rata basis during the Accrual Period.
  - (f) Vacation will be paid out at Employee’s standard rate of pay in effect at the time the vacation is paid.



- (g) If the amount of unused vacation hours accrued during the Accrual Period remaining on the Cash-Out Date is less than the amount of hours that Employee elected to cash-out, the District shall adjust the election to be consistent with the remaining hours.

C. Sick Leave

- 1. Employee shall be afforded sick leave in accordance with District policy.
- 2. There shall be no cash compensation for unused sick leave upon termination of Employee's employment with the District.
- 3. Unused sick leave benefits shall be converted for retirement credit as provided for in Section 20965 of the Government Code, under the Public Employee's Retirement Law.

D. Other Leaves, Retirement and Health and Welfare Benefits

- 1. General Benefit Policies. Employee shall be provided with such other leaves, retirement and health and welfare benefits in accordance with the provisions of Appendix "D". If neither Contract or Appendix "D" addresses such benefits, then Employee will be provided with other terms and conditions of employment as are provided by policy of the District.
- 2. Holiday Leave. Employee shall be provided with Holiday Leave as provided in Appendix "D". If additional holidays are added or amended per District Policy, these holidays may be incorporated into this Contract with Employee's written consent.
- 3. CalPERS. The District contracts with the California Public Employees' Retirement System ("CalPERS") for retirement benefits. Employee will be entitled to those benefits under the terms of the contract between the District and CalPERS. The applicable retirement formula will be determined by CalPERS after the District has enrolled Employee into CalPERS. If Employee is deemed a classic member, Employee shall pay the normal member contribution in accordance with the District's policies. If Employee is deemed a new member, Employee shall pay any and all contributions required of new members under the applicable provisions of law.
- 4. Administrative Leave. Employee shall be entitled to one hundred twenty (120) hours of administrative leave per fiscal year in recognition of after-hours business commitments, commencing with the total 2022-2023 Fiscal Year Administrative Leave provided to Employee as of the Effective Date of this Contract. Employee may not carry over any administrative leave

bank balance past June 30 of each year. Any unused Administrative Leave will be cashed out in Employee's final paycheck of each fiscal year.

5. Retiree Medical Benefit. Subject to Employee meeting eligibility requirements to enroll in a CalPERS health benefit plan, the Employee shall be entitled to a retiree health benefit available to District employees classified as Tier 4 employees. The retiree benefit available to Tier 4 employees shall be as set forth in the District's policies.
6. Money-Purchase Plan (401a). District shall contribute each month an amount equal to 6% of the Employee's Monthly Base Salary on Employee's behalf to an IRC §401(a) or equivalent money purchase plan. In addition to District's contribution, Employee shall also be required to contribute to their 401(a) as provided by policy, regulation, or standard operating procedures (SOP) of the District applicable to the 401(a) plan; provided, however, that such mandatory contribution shall not be imposed without Employee's written consent. This provision is unique to this contract and shall not serve as precedent for any future District employee contracts.

## **V. GOALS AND OBJECTIVES.**

- A. At the discretion of the General Manager, Employee and the General Manager may, at least once during each fiscal year, meet to establish the District's goals and objectives for Employee for the subsequent fiscal year.

## **VI. EVALUATION.**

- A. Annually, or at such other time as desired by the General Manager, the General Manager and Employee shall meet to evaluate the performance of Employee. Nothing in this Contract is to be construed to require General Manager to evaluate Employee solely upon the performance standards, if any, mentioned above, nor to limit the discretion of the General Manager to evaluate Employee as it deems necessary in the sole discretion of the General Manager.
- B. If General Manager determines that performance of Employee is unsatisfactory in any respect, a written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement in all areas where the General Manager deems performance to be unsatisfactory and will include timeline expectations for corrective actions. In such cases, the Employee shall have the right to make a written response to the report within twenty (20) days.

## **VII. PROFESSIONAL GROWTH.**

- A. The District encourages the continuing professional growth of Employee through participating in:
  - 1. The operations, programs and other activities conducted or sponsored by local, state and national associations related to community services districts;
  - 2. Seminars and courses offered by higher public or private educational institutions. Employee may receive reimbursement in accordance with the Professional Growth Reimbursement Program applicable to non-represented employees;
  - 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Employee to perform professional responsibilities for District; and
  - 4. Community Service Organizations.
- B. Employee shall be permitted a reasonable amount of release time to attend such matters and District shall pay, in accordance with Board policy, necessary travel, registration/tuition and subsistence expenses, and other District costs of such participation.
- C. In all cases, advance written approval shall be obtained from the General Manager as a condition of receiving reimbursement.

### **VIII. EXPENSE REIMBURSEMENT AND STIPENDS.**

- A. General. Employee shall be reimbursed for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with District policy.
- B. Transportation. Employee shall be provided with an automobile allowance of Four Hundred Dollars (\$400.00) per month. In lieu of the allowance, the Employee may request and be provided with a District vehicle and District credit card for fuel to be used in the performance of official duties. Should Employee use their own vehicle for any approved District-related travel outside Sacramento County, Employee will be reimbursed at the mileage rate set forth in District policy or, if none, at the rate set by the Internal Revenue Service (IRS).
- C. Professional Organizations and Committees. District shall pay membership fees for Employee in various professional organizations and committees that are for the benefit of the District, as determined and approved by the General Manager. Employee shall be encouraged to participate in such activities.
- D. Support for Local Non-Profits. District shall reimburse Employee for the ticket, admission, or membership fee of fundraisers, events, and meetings of local non-profit organizations within the District service area that Employee attends in their

capacity as Administrator of General Services, as determined and approved by the General Manager.

- E. Technology. District shall provide Employee with a technology allowance of One Hundred Fifty Dollars (\$150.00) per month to ensure constant access by telephone, internet connection, etc.
- F. Certification. District shall provide Employee with a stipend of Three Hundred Fifty Dollars (\$350) per month for possession of a certification and designation from one of the following: (i) Certified Government Finance Manager (AGM), (ii) Certified Public Finance Officer (GFOA Program), or (iii) an equivalent federal or statewide certification program in finance or administration, subject to the approval of the General Manager.

## **IX. TERMINATION OF AGREEMENT; SEVERANCE**

Employee understands and agrees that they have no constitutionally protected property or other interest in employment as Administrator of General Services. Employee understands and agrees that they work at the will and pleasure of the District, and that they may be terminated, or asked to resign, at any time, with or without cause in accordance with the provisions below. This Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement/Resignation of Employee. Employee may voluntarily terminate employment at any time by giving not less than sixty (60) days' notice.
- C. By the District with Cause.
  - 1. In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include by way of illustration and not limitation: unprofessional conduct, neglect of duty, or a breach of this Contract.
  - 2. Should the Board elect to terminate this Contract pursuant to this section, the Board shall notify Employee in writing. Board shall serve upon Employee a reasonably detailed statement of the reasons compelling termination.
- D. For Cause by Employee.
- E. By the District/Buy-Out Provision.
  - 1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract without cause.
    - (a) The Employee shall be given written notice of the intent to implement this Buy-Out Provision.

- (b) If this Contract is terminated, except pursuant to Sections A, B, C, or D above, the Employee shall receive a one-time, lump sum cash payment equivalent to the sum of Employee's then-current base monthly salary multiplied by six (6). Eligibility for such severance payment is expressly conditioned upon Employee's execution of (1) a waiver and release of any and all of their claims against District (in a form substantially similar to the one provided in Appendix "C" hereto), and (ii) a covenant not to sue. All normal payroll taxes and withholdings are required by law shall be made with respect to any amounts paid under this section. Payment shall be made to the Employee within seventy-two (72) hours of the effective date of the waiver and release unless otherwise provided in the waiver and release agreement. Both Board and Employee agree that this shall be the sole and exclusive remedy for termination of the Contract pursuant to this provision.
- (c) This provision is unique to this contract and shall not serve as precedent for any future District employee contracts.

F. Statutory Requirements. This Agreement shall be deemed to incorporate by reference and abide by the provisions of Sections 53260 *et seq.* of the Government Code, as it may be amended or renumbered.

## X. MISCELLANEOUS

- A. District, in consultation with Employee, shall fix any other terms and conditions of employment as District 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 Agreement, or any law. No such terms and conditions shall be binding upon the parties to this Agreement unless and until they are reduced to writing and signed by both parties. Neither party may rely upon such terms and conditions without such an executed writing.
- B. Unless otherwise specifically provided herein, all provisions of the regulations and rules of District relating to vacation and sick leave, retirement contributions, health benefits, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other District Non-Represented employees. Except for terms expressly addressed by this Agreement, all other terms of the District's Personnel Rules and Procedures and benefits programs shall apply. To the extent there is an inconsistency between the Personnel Rules and Procedures or benefits programs, the terms of this Agreement shall apply.

## XI. NOTICES

- A. Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

DISTRICT

General Manager  
Cosumnes Community Services District  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624

EMPLOYEE

Employee's home address on file with the District's Human Resources Department.

- B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the 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 or into a traceable overnight delivery service (e.g., Federal Express or similar).

**XII. BONDING/INDEMNIFICATION**

- A. District shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance. The District shall defend, hold harmless, and indemnify Employee against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code Section 825 and provide a defense in accordance with California Government Code Section 995. The District may decline to defend and/or indemnify only as permitted by the California Government Code. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. This provision shall survive any termination or resignation of the Employee or expiration of this Agreement. This section is not intended to provide any rights in excess of those rights provided by state law.

**XIII. GENERAL PROVISIONS.**

- A. This Contract is the full and complete Contract between the parties. It can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board of the Cosumnes Community Services District. Said laws, rules and regulations, and policies, to the extent they have not been lawfully superseded by this Contract, are

hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

- C. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.
- D. Employee is an at-will employee of the District.
- E. In the event that any employee group is offered improved benefit items, improved economic terms or the return of any concessionary financial contributions, upon request the Board agrees to reopen this employment contract.
- F. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived, and any attempted waiver shall be void.

**IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.**

**FOR THE COSUMNES COMMUNITY SERVICES DISTRICT:**

By: \_\_\_\_\_ DATE \_\_\_\_\_  
 JOSHUA M. GREEN  
 CHIEF EXECUTIVE OFFICER/GENERAL MANAGER

**ACCEPTANCE:**

I hereby accept the terms and conditions of this Contract and agree to comply with the conditions thereof and to fulfill all of the duties of employment as set forth herein.

\_\_\_\_\_ DATE \_\_\_\_\_  
 AMANDA CHEHREZAD

**ADMINISTRATOR OF GENERAL SERVICES**  
**FULL-TIME SALARY SCHEDULE (Updated: 07/01/2022)**

Position	Pay Type	Step	Monthly Pay Rate	Annual Pay Rate
Administrator of General Services	Salary	1	\$ 17,401	\$ 208,812
Administrator of General Services	Salary	2	\$ 18,317	\$ 219,804
Administrator of General Services	Salary	3	\$ 19,281	\$ 231,372
Administrator of General Services	Salary	4	\$ 20,295	\$ 243,540



**ADMINISTRATOR OF GENERAL SERVICES**

**DUTIES AND RESPONSIBILITIES**

[Attached behind this cover page]

Class Title: ADMINISTRATOR OF GENERAL SERVICES

### **DESCRIPTION**

Under the direction of the General Manager, performs highly responsible leadership to assigned Divisions, which support the Fire, Parks & Recreation, and Facility & Development Departments in achieving their mission, objectives, and goals; promotes effective and efficient operations throughout the organization by facilitating interdepartmental cooperation and sharing of resources; collaborates effectively with leaders of other Departments and Divisions to integrate individual effort into a unified program for the District; responsible for short- and long-term financial strategies, program planning, fiscal management, administration and coordination of programs and services related to finance, information technology, procurement, risk management, public affairs, and other District administrative services as assigned.

### **DUTIES AND RESPONSIBILITIES**

Note: The following duties are intended only as illustrations of the various types of work that may be performed. The omission of a specific statement on duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. Each individual in the classification does not necessarily perform all the duties listed. Employees may perform other related duties at an equivalent level as required.

#### **General Duties:**

- Works collaboratively with Department and Division leaders to integrate and coordinate individual efforts into a unified program for the District.
- Works closely with the General Manager in setting and carrying out the District's vision, mission, and objectives for the assigned Divisions and workgroups; responsible for short- and long-term financial strategies, program planning, fiscal management, administration and coordination of programs and services related to planning, finance, information technology, procurement, risk management, and other District administrative services as assigned.
- Represents the District to the public, other agencies, committees, community groups, and organizations; make presentations; chair and participate in meetings and committees to improve District operations; manage development projects; conduct community outreach; participate in major development projects; provide staff assistance to the General Manager; maintain constructive media relations; respond to sensitive citizen and media questions, feedback, and requests for information.
- Ensures enhanced efficiency and client service (internal and external) in all Risk and Compliance processes
- Prepares strategic and annual work plans; develop and execute special projects impacting the District operations and activities; develop, implement, improve, monitor, and evaluate programs, projects, workflow, methods, and work products in accordance with District and/or Department plans, budgets, and policies.

- Supervises the conduct of studies, surveys, and the collection of information on difficult operational and administrative problems; analyzes findings and prepares reports of practical solutions for review.
- Plans, develops, implements, directs, and evaluates continuing improvement, transparency, and cost-containment efforts for the delivery of administrative services.
- Oversees and directs various special projects; facilitates project activities and resolves problems; develops and submits project reports to the General Manager.
- Assumes other responsibilities as assigned by the General Manager; performs other duties as assigned that support the overall objective and mission of the position and District.

**Local Government Policies/Practices:**

- Monitors changes in laws, regulations, and technology that may affect District or divisional operations; implements policy and procedural changes as required; Ensure compliance and accuracy in accordance with all laws and standards; Ensure the functions of the District are performed in a safe, efficient manner and manage risks. Maintain knowledge of laws, potential legislation, best practices, and trends; incorporating as appropriate.
- Manages the development and implementation of goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
- Prepares and administers contractual agreements for the District and evaluates contract renewals and changes; inspects and evaluates the work of district contractors.

**Department Leadership:**

- Advises the General Manager on issues, programs and financial status; prepares and recommends long- and short-range plans for District service provision, capital improvements and funding; and directs the development of specific proposals for action regarding current and future District needs.
- Plans, directs, and coordinates, through management level staff, the work plan for assigned functions; assigns projects and programmatic areas of responsibility; provides direction and supervision on key projects; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Oversees the preparation, coordination, and presentation of the District's annual budget, capital improvement budget, and internal fiscal control measures; participates in the development and presentation of financial forecasts and historical information, including reviewing expenditures and revenues.
- Establishes, within District policy, appropriate service and staffing levels for assigned functions; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
- Ensures all external communications maintain Cosumnes CSD brand and messaging integrity.

- Researches, collects, and prepares background information or materials necessary for meetings; develops content and creates presentations; provides information, documents, and records necessary to assist with decision-making.

**Supervision and Management:**

- Provides leadership to attract, develop, and retain diverse, highly competent, service-oriented staff that support the District's and Department's mission, objectives, and service expectations; create and promote an equitable workplace that demonstrates an environment respectful of living and working in a multicultural society; ensure that employees are provided with guidance and opportunity to correct deficiencies, and appropriate discipline procedures are implemented.
- Supervises personnel, including training, assigning, motivating, and reviewing work, planning, maintaining standards, coordinating activities, allocating personnel, acting on employee problems, recruiting and recommending or approving the hire of new employees or promotions/salary increases; enacting discipline when appropriate; conducts performance evaluations of assigned personnel at periodic intervals as required.
- Participates on District bargaining Teams and provide financial information relative to the collective bargaining process.
- Ensures that all personnel are informed of CSD and Department policies and works through subordinate managers to ensure adherence to policies.

**Community Engagement:**

- Participates in the development of District goals, objectives, policies, and priorities; incorporates community input into goals and objectives for the General Manager's and Board of Director's approval; develops new policies in consultation with the General Manager; confers with Department Heads and employees regarding significant policy and procedural changes.
- Regularly attends District Board and other public/community group meetings to answer questions; interprets and explains existing policies; develops and distributes clear, concise, professional communications to leaders and employees within and outside the organization.
- Serves as a liaison to other Departments, elected officials, divisions, clients, local residents, community groups, school districts, and private businesses; attends meetings as necessary.
- Provides courteous and professional service to all facility users, CSD personnel and the public; ensures staff provides a high degree of service to both internal and external customers.

**MINIMUM QUALIFICATIONS**

Any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of the District. The education or experience requirements may be modified or waived at the sole discretion of the General Manager. At least one of the education or experience requirements must be met;

however, both requirements cannot be modified or waived. A typical way to obtain the knowledge, skills, and abilities:

**Education and Training:**

- A Bachelor's degree from a four-year accredited college or university in public or business administration, or a closely related field.
- A Master's degree in an applicable field is preferred.
- Certification as a California Municipal Treasurer or Certified Public Accountant is desirable, but not required.

**Experience:**

- Ten (10) years or more of senior government management experience that included significant participation in budgetary development/administration, policy/procedure development/implementation, and personnel management. Ideally, such experience should have been gained in a Department Head, Deputy City/General Manager, Assistant City/General Manager, or higher role. Experience with a local government agency such as a special district or other local government agency is desirable.

**Special Requirements:**

- Must possess a valid California class "C" driver's license, with a satisfactory driving record as determined by the District and maintain it throughout employment.

**Knowledge of:**

- Advanced principles and practices of public administration, including the organization, functions, and problems of local government.
- Advanced principles of business letter writing and report preparation.
- Advanced principles, methods, strategies, and techniques of public investing and financing; appropriate sources for investment and financing information.
- Basic methods, principles, and techniques of contract administration.
- Current methods, techniques, principles, and procedures used in good internal and external customer service.
- Interpersonal skills using tact, patience, and courtesy.
- Methods and techniques of research, statistical analysis, and report presentations.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations including those applicable to risk management program areas.
- Principles and practices of governmental budget, preparation, and administration.
- Principles and techniques of organization, planning, management, and supervision including training, performance evaluation and discipline.

- Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.

**Skill in:**

- Counseling on the development of long-term plans and programs, decision-making on matters of major policy, and on complex technical and administrative problems.
- Meeting and communicating effectively with governmental governing bodies, civic groups, and the public as a representative of the District.
- Negotiating and facilitating with key internal and external stakeholders.
- Organizing, directing, and coordinating the activities of various District Divisions.

**Ability to:**

- Analyze and define problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Be flexible and receptive to change.
- Collaborate with communities of color and people traditionally underrepresented in local decision-making; facilitate inclusive participation in programs and activities; communicate cross-culturally.
- Communicate clearly and concisely, both orally and in writing.
- Establish effective working relationships with public officials, public/private agencies, the public, and others on a variety of issues.
- Facilitate group discussions and problem solving.
- Interpret and apply federal, state and local policies, laws, and regulations.
- Lead, administer, and oversee an agency treasury; meet critical deadlines; make decisions under pressure; analyze complex financial issues and develop, recommend, and implement solutions.
- Manage a multicultural workforce, promote an equitable workplace environment, and apply equitable program practices to diverse and complex District services.
- Manage, plan, assign, review and assess the work of a diverse staff in the accomplishment of multiple projects.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and present complex narrative, financial, and statistical reports, correspondence, and other documents.
- Present ideas effectively; prepare and make public presentations.
- Research, analyze and evaluate new service delivery methods and techniques.
- Select, supervise, train, and evaluate staff.

## **Physical Demands and Working Conditions**

### **Physical Requirements:**

- **Mobility**: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (20) pounds;
- **Vision**: constant use of overall vision; frequent computer use; occasional color and depth vision;
- **Dexterity**: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching; frequent operation of office equipment, clerical and financial calculation instruments;
- **Emotional/Psychological**: Constant concentration and decision making; frequent ability to exercise sound judgment under stress; public contact; frequent to moderate working alone,
- **Environmental Conditions**: Constant work within an office environment.
- **Driving**: ability to use fine and gross motor coordination for driving a District vehicle.

**Typical Working Conditions:** Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather; Incumbents may be exposed to noise, moisture, dust, vibrations, heat and cold. Work may require travel to and from off-site locations throughout the District.

**Supervision Received and Exercised:** Receives general direction from the General Manager. The Administrator of General Services works independently, exercises judgment and initiative, and carries out District and Board policies, receiving only general instruction or assistance. This position provides direct and indirect supervision of management, supervisory, professional, technical, and clerical personnel.

**FLSA Status:** Full-time, Exempt

## Appendix “C”

*This document is being provided as a sample severance and release agreement, illustrating the general content and scope of the waivers and releases that will be required as a condition of any severance/buy-out payment pursuant to the Employment Agreement. The specific terms of the severance and release agreement that Employee will be presented and expected to sign as a condition of receiving severance allowed for in the Employment Agreement may be modified as appropriate for the factual scenario.*

### **SEVERANCE AND RELEASE AGREEMENT**

This Severance and Release Agreement (“Agreement”) is made as of [insert date], between Cosumnes Community Services District (“District”), and EMPLOYEE (“Employee”).

#### **RECITALS**

- A. Employee has been employed with the District under an employment agreement effective [INSERT DATE] (“Employment Agreement”);
- B. The Employment Agreement is now ending, and the Parties desire to resolve all issues related to Employee’s employment;

NOW, THEREFORE, District and Employee, in consideration of the mutual covenants and agreements herein, agree as follows:

#### **AGREEMENT**

##### **1. Separation Date.**

Employee’s employment with the District will cease on [insert date] (the “Separation Date”).

##### **2. Separation Terms.**

As of the Effective Date of this Agreement, the following terms of separation shall apply:

- A. If Employee executes this Agreement and does not revoke their signature as provided in Section 15, then pursuant to Section IX of the Employment Agreement, the District will pay to Employee the gross amount of \$ \_\_\_\_\_, (less all taxes and appropriate deductions) which is the equivalent of \_\_\_ (xx) months’ base salary at current compensation levels. Such amount will be paid in equal installments at the periodic pay periods when other District employees are paid.
- B. Employee’s participation in District-sponsored benefits (including medical coverage) will end as of the last day of the month in which their separation occurs. Under separate cover, Employee will receive information about their right to benefit continuation under COBRA at their own expense if they elect to



continue coverage.

- C. All payments under this Agreement are subject to applicable payroll taxes and withholdings, whether state or federal.
- D. No later than the payroll cycle immediately following the Separation Date above, Employee will be paid earned wages through the Separation Date and will be paid the cash value of any accrued but unused vacation hours and other earned benefits. Employee expressly warrants and agrees that, as of the date of executing this Agreement, they do not dispute as inaccurate any wages previously paid to her.

**3. Confidentiality.**

District agrees that absent written authorization from Employee, it will release to prospective employers or to other third parties only Employee's dates of employment, positions held, and salary. Other employment information about Employee (including, but not limited to, this Agreement) will be released by the District only (a) with Employee's written consent, (b) to refute or defend a claim initiated by Employee, or (c) as otherwise required by law. However, the Parties acknowledge that a proper Public Records Act request may require this Agreement be disclosed. Further, the District reserves the right to respond with truthful, accurate information upon inquiry by employment-related governmental agencies (e.g., California Public Employees' Retirement System, the California Employment Development Department, Internal Revenue Service, etc.).

**4. Waiver of Discrimination Claims.**

Employee understands and acknowledges that Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Americans with Disabilities Act of 1990, the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1991, the California Fair Employment and Housing Act, and other statutes provide Employee with the right to bring an action against the District if Employee believes they has been discriminated against based on race, ancestry, creed, color, religion, sex, marital status, national origin, age, status as an individual who has filed a claim for workers' compensation benefits or who has sustained an industrial injury, status as a veteran of the Vietnam era, physical or mental handicap, and/or disability. Employee understands the rights afforded to them under these Acts and agrees that they will not bring any action against the District based on any alleged violation(s) of these Acts.

Employee hereby waives any right to assert a claim for any relief under these Acts, including, but not limited to, back pay, attorney fees, damages, reinstatement, and/or injunctive relief, arising out of their employment with District or the separation from such employment.

**5. Waiver of Age Discrimination Claim.**

Employee understands and acknowledges that the Age Discrimination in Employment Act of 1967, as amended, provides Employee the right to bring a claim against the District if Employee believes that they have been discriminated against on the basis of age. Employee understands the rights afforded under this Act and agrees that they will not bring any action against the District based on any alleged violation(s) of the Act. Employee hereby waives any right to assert a claim for relief under this Act, including, but not limited to, back pay, attorney fees, damages,

reinstatement, and/or injunctive relief arising out of their employment with District or the separation from such employment.

**6. Waiver of Civil Code Section 1542.**

The release contained herein is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions and causes of action which are known, but also claims, demands, liabilities, damages, actions and causes of action which are unknown or which Employee does not suspect to exist in their favor which, if known at the time of executing this Agreement might have affected their actions, and therefore, they expressly waives the benefit of the provisions of section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Employee hereby expressly waives and relinquishes all rights and benefits which they have or may have had under section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights. As a part of this waiver, Employee expressly waives any right to notice and an opportunity for a hearing or appeal regarding their separation from District employment.

**7. Release of Claims; Covenant Not to Sue; Future District Employment.**

- A. Employee represents that they have not filed any complaint, grievance, claim, or action against the District or any of its District Board members, officers, agents, directors, employees, or representatives with any state, federal, or local agency, board, arbitrator, or court based on any matters arising out of their employment with the District and/or their separation from District employment.
- B. Except as otherwise set forth in this Agreement, Employee hereby releases and forever discharges the District, its District Board members, officials, directors, agents, attorneys, servants, employees, consultants, successors, assignees, and related entities from any and all claims, liabilities, demands, causes of action, costs, expenses, damages, indemnities, and obligations of every kind, in law, equity or otherwise, known or unknown, arising out of or in any way related to Employee's District employment or their separation from District employment. This release is intended to be interpreted as broadly as permitted by law and to apply to all transactions and occurrences between Employee and the District, including, but not limited to, any and all claims related to Employee's employment and employment conditions with the District and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected to Employee's employment with the District or the separation from such employment (collectively, "Released Claims"). Released Claims include, but are not limited to, any claim based in common law, the state or federal Constitution, state or federal statutes, all contract or tort claims (such as wrongful

termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional distress), and all related claims for physical injuries, illness or damage, expense reimbursement, and all claims for attorneys' fees, costs and expenses, grievances, claims and/or appeals under federal or state law or due process, or under the District's internal administrative review procedures. However, claims for workers' compensation or unemployment insurance benefits are expressly excluded from the waiver and releases provided in this Agreement.

- C. Excepting claims for workers' compensation or unemployment insurance benefits, Employee further covenants not to sue or file any complaint, grievance, claim or action at any time hereafter based on any matters arising out of or in any way relating to their employment with the District, or separation from District employment, that could have been filed as of the date of executing this Agreement. Should Employee legally have the right to participate in any action against the District in the future pertaining to or arising out of Employee's District employment or separation from it, Employee expressly agrees that they shall have no right to recover damages, attorneys' fees, costs, or other compensatory relief. District expressly agrees not to challenge Employee's eligibility for unemployment insurance benefits arising out of their separation from District employment, but reserves the right to provide accurate, truthful information as requested by the California EDD.
- D. Nothing in this Agreement shall be interpreted to waive Employee's statutory rights under the California Labor Code and the California Government Claims Act regarding defense of, and/or indemnity for, claims against them relating to acts committed within the course and scope of their employment, subject to District's rights under such statutory provisions.
- E. Employee agrees and recognizes that Employee's employment relationship with the District has been severed permanently. The District is not required to rehire, and may reject any future application for District employment made by Employee in accordance with California Code of Civil Procedure Section 1002.5(b).

**8. No Admission of Liability.**

This Agreement and compliance with it shall not operate or be construed as an admission by either party of any liability, misconduct, or wrongdoing whatsoever by or against the other Party or against any other person; nor as an admission by the District of any violation of the rights of Employee or any other person; nor as a violation of any order, law, statute, duty, or contract whatsoever against Employee or any other person. Rather, the Parties expressly deny any liability to one another.

**9. Negotiated Agreement and Governing Law; Cost of Preparation.**

This Agreement shall be deemed to have been jointly drafted by the Parties and shall be governed by and construed in accordance with the laws of the State of California. Each Party

shall bear the Party's own associated costs of preparing this Agreement, including attorneys' fees.

**10. Notice.**

Any notices or other communications to be given to either party pursuant to this Agreement, shall be in writing and delivered personally or by U.S. mail, postage prepaid, addressed to the party at the address set forth below. Notice so mailed shall be deemed delivered three (3) business days after deposit in the U.S. mail. Nothing shall preclude the giving of notice by fax, which shall be effective upon receipt of the fax; provided, however, that notice by fax shall be followed by notice deposited in the U.S. mail as discussed above.

DISTRICT

Cosumnes Community Services District  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624  
ATTENTION: General Manager

EMPLOYEE

EMPLOYEE  
Last Address on File with District

**11. Entire Agreement.**

This Agreement constitutes the entire agreement between Employee and the District. No other promise or inducement has been offered for this Agreement. Any amendments to this Agreement must be in writing, signed by duly authorized representatives of both the District and Employee, and must state that the parties intend to amend the Agreement. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated agreement.

**12. Severability.**

- A. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, which can be given full force and effect without the invalid provision, shall continue in full force and effect and shall in no way be impaired or invalidated.
- B. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion, or of any other term or condition of this Agreement.

**13. Choice of Law; Venue of Actions; Costs and Fees.**

This Agreement shall be interpreted according to the laws of the State of California. Venue of any legal action shall be in Sacramento County. If any legal action is instituted to enforce any provision of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of its provisions, the court shall award the prevailing party reasonable attorneys' fees and other litigation costs incurred in that action, in addition to any other relief to which the prevailing party may be entitled. Nothing in this Section shall

prevent the parties from mutually agreeing to binding arbitration of any dispute, in which case the arbitrator may award attorneys' fees and litigation costs to the prevailing party as described above.

**14. Voluntary Execution of Agreement.**

Employee represents that they have carefully read this entire Agreement and that they know and understands its contents. Employee has had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement, and by signing the Agreement, acknowledges that they have been advised by District to do so. Employee further represents and acknowledges that they have freely and voluntarily executed this Agreement after independent investigation and without fraud, duress, or undue influence, with a full understanding of the legal and binding effect of this Agreement and with the approval of their legal counsel, if any.

**15. Right of Revocation; Effective Date of Agreement.**

Employee acknowledges that they have been advised to seek the assistance of counsel in negotiating the terms of this Agreement and that they have been provided with the time to consult with an attorney prior to signing this Agreement. Pursuant to the Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act, the District hereby notifies Employee that they have up to twenty-one (21) days within which to consider whether they should sign this Agreement, although they may sign this Agreement in less time if they so choose. Employee acknowledges and agrees that any changes made to this Agreement, whether material or immaterial, as a result of the parties' negotiations do not restart the running of the twenty-one (21) day review period. In addition, should Employee choose to sign the Agreement, they shall have seven (7) days following the date on which they signed the Agreement to revoke this Agreement. If Employee chooses to revoke this Agreement pursuant to this paragraph, Employee shall do so in writing, delivered to the District at the address specified above within the seven (7) day period. This Agreement does not become effective until the eighth day after Employee signs this Agreement when this seven-day period has elapsed without Employee's revocation of this Agreement (the "Effective Date").

**Employee understands and agrees that they will be entitled to the consideration provided by this Agreement *only* if they do not revoke their signature on this Agreement.**

\_\_\_\_\_ Employee's Initials

**16. Counterparts.**

This Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

Dated: \_\_\_\_\_

EMPLOYEE

**[SAMPLE AGREEMENT – NOT FOR SIGNATURE]** \_\_\_\_\_

Employee

Dated: \_\_\_\_\_

COSUMNES COMMUNITY SERVICES  
DISTRICT

By: **[SAMPLE AGREEMENT – NOT FOR  
SIGNATURE]** \_\_\_\_\_

General Manager

**A. Holidays**

1. The Employee shall observe the following official holidays with leave provided by District. In the event any of these holidays are deleted from the District policy, or new holidays are added to the District policy, those changes shall automatically apply to Employee. The Floating Holiday and Employee Choice Holiday shall be applied to Employee’s holiday leave accrual as of the Effective Date of this Contract:

New Year Day	January 1
Martin Luther King Jr. Day	Typically Observed 3 <sup>rd</sup> Monday in January
President’s Day	Observed 3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Indigenous Peoples’ Day	2 <sup>nd</sup> Monday in October
Veteran’s Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Years Eve (1/2) Day	December 31 <sup>st</sup>
Floating Holiday	As agreed by employee & supervisor
Employee Choice Holiday	As agreed by employee & supervisor

2. In circumstances where the Employee performs work on a Holiday, the Employee is to report the hours worked on their timesheet and will be credited with an equal number of accrued deferred holiday leave. This time shall be recorded in a unique leave accrual bank and has no cash value.

**B. Available Insurance Plans**

1. Medical Insurance. The District will provide Employee and their dependents with the option of enrolling in any medical insurance plan available through the District’s contract with the Health Division of PERS. Medical insurance premiums shall be paid by Employee and the District in a manner consistent with how the benefit is provided to non-represented employees. Employee may opt out of the District’s medical insurance in accordance with District Policy.
2. Dental Insurance. The District will pay the monthly premium per family unit for the dental insurance coverage selected by the District.
3. Vision Plan. The District will pay the monthly premium per family unit for the vision plan coverage selected by the District.
4. Life Insurance. The District shall provide Employee with term life insurance

consistent with the benefit provided to non-represented employees; provided, however, that such term life insurance is not less than \$50,000. Additional life insurance protection of up to Five Hundred Thousand Dollars (\$500,000) is available to Employee as an additional employee cost.

5. Cancer Insurance. The District shall provide Employee with the cancer insurance policy available through the District.
6. Deferred Compensation. The District shall provide Employee with an IRC §457(b) deferred compensation benefit consistent with the benefit provided to non-represented employees.
7. Employee Assistance Program. The District shall provide Employee and thier dependents, an employee assistance program selected by the District.



# **Attachment B**

**EMPLOYMENT CONTRACT  
BETWEEN  
SHEENA NEWMAN  
AND THE  
COSUMNES COMMUNITY SERVICES DISTRICT**

This Employment Contract (“**Contract**”) is dated December 1, 2022, for reference purposes only, and is entered into by and between the Chief Executive Officer & General Manager, on behalf of the Cosumnes Community Services District (“**District**”) and Sheena Newman, hereafter referred to as “**Employee**”.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES, AND COVENANTS OF DISTRICT AND EMPLOYEE SET FORTH IN THIS CONTRACT, DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

**I. TERM.**

- A. Effective Date. The Effective Date of this Contract shall be December 1, 2022. Employee shall continue to serve as the Human Resources Director as originally hired by the District on August 16, 2022. This Contract shall thereafter continue in full force and effect for an on-going and indefinite term until such time as either party terminates this Agreement pursuant to the provisions hereof. Employee’s employment as Human Resources Director shall be at will. This means that employee may be terminated from their employment with the District at any time, without cause, and without notice, subject to the provisions hereof.

**II. COMPENSATION.**

- A. Base Salary. District agrees to pay Employee an annual base salary for services rendered in the amount of One Hundred Fifty Four Thousand Nine Hundred Eight Dollars (\$154,908). Salary shall be payable in installments on periodic paydays established by the District at the same time that the other employees of the District are paid and subject to all appropriate deductions and withholdings.
- B. Salary Adjustments. Employee shall receive annual compensation cost of living increases, effective the first day of July, to the Base Salary at a rate equal to whichever is greater, October or April year-over-year, Annual Consumer Price Index – West Region as published by the U.S. Department of Labor, Bureau of Labor Statistics, based on the amount of the Employee’s salary as may be adjusted from time to time. The Employee’s salary shall not be adjusted downward as a result of a decrease in the above-referenced Consumer Price Index.
- C. Step Increase. Subject to an evaluation conducted pursuant to Article VI in which Employee receives a satisfactory or above job performance evaluation, Employee may receive a step increase on February 1st of each year, until Employee has achieved the top step. See Appendix “A”.

- D. Mutual Aid Incident Participation. While Employee is assigned to a mutual aid emergency response per the California Fire Service and Rescue Emergency Mutual Aid System for which the District will receive reimbursement, Employee will be paid a straight-time base hourly rate for all hours devoted portal-to-portal (meaning from the dispatch of assignment until the return from the assignment). The straight-time base hourly rate is calculated as follows: Employee's annual base salary divided by 2,080 = \$ straight-time base hourly rate. Employee is not entitled to be paid at an overtime rate, no additional pays are calculated into the straight-time rate, and Employee does not accrue any additional paid leave than otherwise would have been accrued if not assigned to the mutual aid response. Employee's eligibility for portal-to-portal strike team pay does not change employee exempt status. Employee is not eligible for any hourly pay when performing any normally assigned tasks and will continue to be paid on a salaried basis when not assigned to mutual aid. Ongoing participation by the Employee in mutual aid responses shall be at the District's discretion. Employee will return from a mutual aid assignment) or decline requests to participate) if requested by the Board President to address necessary District business.

### III. PROFESSIONAL DUTIES AND RESPONSIBILITIES.

- A. Human Resources Director. Employee shall serve as the Human Resources Director of the District, and shall provide the duties and responsibilities of the Human Resources Director of the District, as set forth in Appendix "B", which may be amended from time to time by written mutual agreement of Employee and the General Manager. As Human Resources Director, Employee shall report to, and is directly accountable to the General Manager.
- B. Professional Duties. Employee shall perform all duties prescribed by the laws, rules and regulations of the State of California and the Board and shall carry out all lawful directions of the General Manager and the Board.
- C. Full-Time Employment. The position of Human Resources Director is a full-time position, and Employee is expected to devote the whole of their working time, skill, experience, knowledge, energy, attention, and best effort exclusively to the District's business and affairs. As a result, Employee shall not engage in any off- duty activity or employment that interferes with the legitimate interests of the District or the employee's ability to perform the duties and responsibilities set forth herein. Any outside employment shall require advance written approval of the General Manager.
- D. Conflicts of Interest. Employee is specifically informed that they must avoid situations involving actual or potential conflicts of interest. By way of illustration and not limitation, supervisor-subordinate romantic or close personal relationships with subordinates pose a conflict of interest for the District because they could adversely affect morale and productivity, because they could reflect poor business judgment, and because they may increase the District's risk of liability.

#### IV. DUTY - NONDUTY DAYS AND OTHER BENEFITS.

- A. Regular Service. Employee shall be required to render service to the District during the Term of this Contract at a level necessary to satisfy and fulfill the requirements of the Employment. Employee work schedule shall be subject to the direction and prior approval of the General Manager.
- B. Annual Vacation
1. Employee shall be afforded paid vacation in accordance with District policy.
  2. At the conclusion of this Contract, or in the event of early termination (see Article IX), Employee shall be entitled to full compensation for all accrued and unused vacation.
  3. The General Manager reserves the right to direct the use of vacation by Employee.
  4. Employee may elect to cash-out vacation hours in accordance with the following conditions:
    - (a) On or before December 1 of each calendar year, Employee may elect to cash-out up to the full amount of vacation they will accrue during the following calendar year (“the Accrual Period”).
    - (b) This option for a cash-out is optional. Employee does not have to cash-out any vacation hours. If Employee elects to cash-out any vacation hours, they should complete a cash-out election form provided by the District.
    - (c) Employee’s election is final. Once Employee decides to cash-out vacation from the Accrual Period, that election cannot be changed.
    - (d) The District will pay the cash-out in accordance with the following and on the following dates (“Cash-Out Date”): If Employee elects to cash-out 100% of their accrued vacation for the Accrual Period, 50% of that accrual will be paid in June, and the remainder will be paid in December. If Employee elects to cash-out 50% or less of their vacation accrual for the Accrual Period, then the entire amount will be cashed-out in June.
    - (e) If Employee’s employment ends before the Cash-Out Date, then Employee is only eligible for payment of the time actually accrued on a pro rata basis during the Accrual Period.
    - (f) Vacation will be paid out at Employee’s standard rate of pay in effect at the time the vacation is paid.

- (g) If the amount of unused vacation hours accrued during the Accrual Period remaining on the Cash-Out Date is less than the amount of hours that Employee elected to cash-out, the District shall adjust the election to be consistent with the remaining hours.

C. Sick Leave

- 1. Employee shall be afforded sick leave in accordance with District policy.
- 2. There shall be no cash compensation for unused sick leave upon termination of Employee's employment with the District.
- 3. Unused sick leave benefits shall be converted for retirement credit as provided for in Section 20965 of the Government Code, under the Public Employee's Retirement Law.

D. Other Leaves, Retirement and Health and Welfare Benefits

- 1. General Benefit Policies. Employee shall be provided with such other leaves, retirement and health and welfare benefits in accordance with the provisions of Appendix "D". If neither Contract or Appendix "D" addresses such benefits, then Employee will be provided with other terms and conditions of employment as are provided by policy of the District.
- 2. Holiday Leave. Employee shall be provided with Holiday Leave as provided in Appendix "D". If additional holidays are added or amended per District Policy, these holidays may be incorporated into this Contract with Employee's written consent.
- 3. CalPERS. The District contracts with the California Public Employees' Retirement System ("CalPERS") for retirement benefits. Employee will be entitled to those benefits under the terms of the contract between the District and CalPERS. The applicable retirement formula will be determined by CalPERS after the District has enrolled Employee into CalPERS. If Employee is deemed a classic member, Employee shall pay the normal member contribution in accordance with the District's policies. If Employee is deemed a new member, Employee shall pay any and all contributions required of new members under the applicable provisions of law.
- 4. Administrative Leave. Employee shall be entitled to eighty (80) hours of administrative leave per fiscal year in recognition of after-hours business commitments. Employee may not carry over any administrative leave bank balance past June 30 of each year. Any unused Administrative Leave will be cashed out in Employee's final paycheck of each fiscal year.
- 5. Retiree Health Trust Account Contributions. Subject to Employee meeting eligibility requirements to enroll in a CalPERS health benefit plan, the Employee shall be entitled to a retiree health benefit available to

District employees, pursuant to terms of the employment contract. Employee shall contribute an additional one-and-a-half percent (1.5%) of their base salary toward the California Employers' Benefit Trust to fund the Other Post-Employee Benefits ("OPEB") liability related to retiree medical costs, for a total of three-and-a-half percent (3.5%). Contributions made toward the Trust shall be on a pre-tax basis.

**V. GOALS AND OBJECTIVES.**

- A. At the discretion of the General Manager, Employee and the General Manager may, at least once during each fiscal year, meet to establish the District's goals and objectives for Employee for the subsequent fiscal year.

**VI. EVALUATION.**

- A. Annually, or at such other time as desired by the General Manager, the General Manager and Employee shall meet to evaluate the performance of Employee. Nothing in this Contract is to be construed to require General Manager to evaluate Employee solely upon the performance standards, if any, mentioned above, nor to limit the discretion of the General Manager to evaluate Employee as it deems necessary in the sole discretion of the General Manager.
- B. If General Manager determines that performance of Employee is unsatisfactory in any respect, a written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement in all areas where the General Manager deems performance to be unsatisfactory and will include timeline expectations for corrective actions. In such cases, the Employee shall have the right to make a written response to the report within twenty (20) days.

**VII. PROFESSIONAL GROWTH.**

- A. The District encourages the continuing professional growth of Employee through participating in:
  - 1. The operations, programs and other activities conducted or sponsored by local, state and national associations related to community services districts;
  - 2. Seminars and courses offered by higher public or private educational institutions. Employee may receive reimbursement in accordance with the Professional Growth Reimbursement Program applicable to non-represented employees;
  - 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Employee to perform professional responsibilities for District; and

4. Community Service Organizations.
- B. Employee shall be permitted a reasonable amount of release time to attend such matters and District shall pay, in accordance with Board policy, necessary travel, registration/tuition and subsistence expenses, and other District costs of such participation.
- C. In all cases, advance written approval shall be obtained from the General Manager as a condition of receiving reimbursement.

#### **VIII. EXPENSE REIMBURSEMENT AND STIPENDS.**

- A. General. Employee shall be reimbursed for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with District policy.
- B. Transportation. Employee shall be provided with an automobile allowance of Two Hundred Fifty Dollars (\$250.00) per month. In lieu of the allowance, the Employee may request and be provided with a District vehicle and District credit card for fuel to be used in the performance of official duties. Should Employee use their own vehicle for any approved District-related travel outside Sacramento County, Employee will be reimbursed at the mileage rate set forth in District policy or, if none, at the rate set by the Internal Revenue Service (IRS).
- C. Professional Organizations and Committees. District shall pay membership fees for Employee in various professional organizations and committees that are for the benefit of the District, as determined and approved by the General Manager. Employee shall be encouraged to participate in such activities.
- D. Support for Local Non-Profits. District shall reimburse Employee for the ticket, admission, or membership fee of fundraisers, events, and meetings of local non-profit organizations within the District service area that Employee attends in their capacity as Human Resources Director, as determined and approved by the General Manager.
- E. Technology. District shall provide Employee with a technology allowance of One Hundred Fifty Dollars (\$150.00) per month to ensure constant access by telephone, internet connection, etc.
- F. Certification. District shall provide Employee with a stipend of One Hundred Fifty Dollars (\$150) per month for possession of a certification and designation from a professional human resource association, pursuant to terms of the employment contract.

#### **IX. TERMINATION OF AGREEMENT; SEVERANCE**

Employee understands and agrees that they have no constitutionally protected property or other interest in employment as Human Resources Director. Employee understands and agrees that they work at the will and pleasure of the District, and that they may be terminated, or asked to resign, at any time, with or without cause in accordance with the provisions below. This Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement/Resignation of Employee. Employee may voluntarily terminate employment at any time by giving not less than sixty (60) days' notice.
- C. By the District with Cause.
  - 1. In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include by way of illustration and not limitation: unprofessional conduct, neglect of duty, or a breach of this Contract.
  - 2. Should the Board elect to terminate this Contract pursuant to this section, the Board shall notify Employee in writing. Board shall serve upon Employee a reasonably detailed statement of the reasons compelling termination.
- D. For Cause by Employee.
- E. By the District/Buy-Out Provision.
  - 1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract without cause.
    - (a) The Employee shall be given written notice of the intent to implement this Buy-Out Provision.
    - (b) If this Contract is terminated, except pursuant to Sections A, B, C, or D above, the Employee shall receive a one-time, lump sum cash payment equivalent to the sum of Employee's then-current base monthly salary multiplied by six (6). Eligibility for such severance payment is expressly conditioned upon Employee's execution of (1) a waiver and release of any and all of their claims against District (in a form substantially similar to the one provided in Appendix "C" hereto), and (ii) a covenant not to sue. All normal payroll taxes and withholdings are required by law shall be made with respect to any amounts paid under this section. Payment shall be made to the Employee within seventy-two (72) hours of the effective date of the waiver and release unless otherwise provided in the waiver and release agreement. Both Board and Employee agree that this shall be the sole and exclusive remedy for termination of the Contract pursuant to this provision.



- (c) This provision is unique to this contract and shall not serve as precedent for any future District employee contracts.
- F. Statutory Requirements. This Agreement shall be deemed to incorporate by reference and abide by the provisions of Sections 53260 *et seq.* of the Government Code, as it may be amended or renumbered.
- G. Special “Go Back” Provision
  - 1. Unique to Employee. Because Employee previously held a position with the District, the District grants Employee the option to choose an available position within the District to the mutual agreement of the General Manager and Employee.
  - 2. Availability of “Go Back”. This special “go back” provision shall be available to Employee if any of the following occurs:
    - (a) the District or Employee terminate this Contract, pursuant to Sections IX.A, IX.B, or IX.D; or
    - (b) mutual agreement of the parties; or
    - (c) District is reorganized and not dissolved.
  - 3. Terms of Employment Upon Exercise of “Go Back” Provision. Should Employee return to another position:
    - (a) Employee salary will be adjusted to that salary they would have enjoyed had they remained in that position; and
    - (b) Upon Employee return, they will receive leaves, holidays, retirement and other health and welfare benefits (as set forth in either District policies or the collective bargaining agreement) which are applicable to their position of employment on the date of their return to that position. As appropriate, they shall be credited with seniority in that position for all time served with the District.
    - (c) Employee shall not be eligible for Section IX.E. under this Agreement.

## **X. MISCELLANEOUS**

- A. District, in consultation with Employee, shall fix any other terms and conditions of employment as District 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 Agreement, or any law. No such terms and conditions shall be binding upon the parties to this Agreement unless and until they are reduced to writing and signed by both parties. Neither party may rely upon such terms and conditions without such an executed writing.

- B. Unless otherwise specifically provided herein, all provisions of the regulations and rules of District relating to vacation and sick leave, retirement contributions, health benefits, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other District Non-Represented employees. Except for terms expressly addressed by this Agreement, all other terms of the District's Personnel Rules and Procedures and benefits programs shall apply. To the extent there is an inconsistency between the Personnel Rules and Procedures or benefits programs, the terms of this Agreement shall apply.

## **XI. NOTICES**

- A. Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

DISTRICT

General Manager  
Cosumnes Community Services District  
8820 Elk Grove BLVD.  
Elk Grove, CA 95624

EMPLOYEE

Employee's home address on file with the District's Human Resources Department.

- B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the 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 or into a traceable overnight delivery service (e.g., Federal Express or similar).

## **XII. BONDING/INDEMNIFICATION**

- A. District shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance. The District shall defend, hold harmless, and indemnify Employee against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code Section 825 and provide a defense in accordance with California Government Code Section 995. The District may decline to defend and/or indemnify only as permitted by the California Government Code. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. This provision shall survive any termination or resignation of the Employee or expiration of this Agreement. This section is not intended to provide any rights in excess of those rights provided by state law.

**XIII. GENERAL PROVISIONS.**

- A. This Contract is the full and complete Contract between the parties. It can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board of the Cosumnes Community Services District. Said laws, rules and regulations, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.
- C. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.
- D. Employee is an at-will employee of the District.
- E. In the event that any employee group is offered improved benefit items, improved economic terms or the return of any concessionary financial contributions, upon request the Board agrees to reopen this employment contract.
- F. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived, and any attempted waiver shall be void.

**IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.**

**FOR THE COSUMNES COMMUNITY SERVICES DISTRICT:**

By: \_\_\_\_\_ DATE \_\_\_\_\_  
JOSHUA M. GREEN  
CHIEF EXECUTIVE OFFICER/GENERAL MANAGER

**ACCEPTANCE:**

I hereby accept the terms and conditions of this Contract and agree to comply with the conditions thereof and to fulfill all of the duties of employment as set forth herein.

\_\_\_\_\_  
SHEENA NEWMAN DATE \_\_\_\_\_

**HUMAN RESOURCES DIRECTOR**

**FULL-TIME SALARY SCHEDULE (Updated: 07/01/2022)**

Position	Pay Type	Step	Monthly Pay Rate	Annual Pay Rate
Human Resources Director	Salary	1	\$ 11,068	\$ 132,816
Human Resources Director	Salary	2	\$ 11,651	\$ 139,812
Human Resources Director	Salary	3	\$ 12,264	\$ 147,168
Human Resources Director	Salary	4	\$ 12,909	\$ 154,908
Human Resources Director	Salary	5	\$13,589	\$ 163,068
Human Resources Director	Salary	6	\$14,304	\$ 171,648
Human Resources Director	Salary	7	\$15,057	\$ 180,684
Human Resources Director	Salary	8	\$15,849	\$ 190,188

**HUMAN RESOURCES DIRECTOR**

**DUTIES AND RESPONSIBILITIES**

[Attached behind this cover page]

Class Title: HUMAN RESOURCES DIRECTOR

**DEFINITION**

Under administrative direction, the Director of Human Resources administers, plans, develops, directs, and evaluates activities of the Human Resources Division. The Director provides oversight of all human resources-related activities and programs, including, but not limited to, employee benefit programs, talent management, classification and compensation, and employee and labor relations. The Director determines policy, develops programs, formulates operational objectives, and ensures compliance with local ordinances, state and federal legal requirements, policies, and procedural guidelines. This position serves as a member of the District Senior Leadership Team.

**SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from the General Manager or higher-level position as assigned in the department organizational chart. This position provides direct supervision to assigned management, supervisory, professional, technical and/or administrative support personnel.

**DISTINGUISHING CHARACTERISTICS**

This is a single incumbent classification that oversees, directs, and participates in all activities of the Human Resources division, including short- and long-term planning. The Director of Human Resources works independently and exercises independent judgment and initiative, acting as a strategic partner to executives and department management by supporting and leading strategies for organizational culture. This classification is distinguished from the Human Resources Manager in that the Human Resources Director is accountable for achieving goals and objectives that support the District.

**DUTIES AND RESPONSIBILITIES**

- Directs, develops, and evaluates goals, objectives, policies, and procedures for the effective operation of the Human Resources Division; provides policy direction and general oversight in functional areas assigned to Human Resources, including, but not limited to, labor relations, recruitment and selection, classification and compensation, DEI, workers' compensation, organizational development, training, benefits, and employee records.
- Plans, develops, and evaluates Human Resources programs and policy guidelines for the District and the division.
- Selects, assigns, supervises, coordinates, reviews, and evaluates the work of assigned personnel.
- Ensures compliance with all applicable federal, state, and local employment laws relating to the legal administration of a comprehensive personnel program. This includes, but is not limited to, educating and advising managers and executive leaders on Human Resources-related legal and regulatory matters and ensuring Human Resources programs, practices, and policies are aligned.
- Serves as the District's Labor Relations Officer and Chief Negotiator during collective bargaining and meet and confer sessions. Identify issues, develop strategies, conduct research and analysis of alternative solutions, and provide advice and counsel to the

General Manager and Board of Directors regarding positions to take on issues and recent developments in the field.

- Responsible for enforcement of collective bargaining agreements and administration of the grievance process.
- Directs and maintains the District's discipline process and reviews and coordinates processes for appeals of formal discipline.
- Develops programs and recommendations concerning classifications, compensation, benefits, staff development, and employee programs for review and adoption.
- Decides matters involving candidate certification, job classification, and test administration; resolves disputes between operating departments and staff assigned to human resources concerning the application or interpretation of policies and procedures.
- Coordinates human resource activities with other District Departments and/or Divisions to evaluate and address changing human resource needs. Explains or provides interpretations of rules, procedures, and policies; advises and consults with elected and appointed officials, department heads, and employees on matters involving personnel policy, litigation, past practices, organizational design, succession planning, and administrative procedures.
- Supervises and participates in the preparation of personnel rules, annual reports, and budget estimates; approves final content of Division budget proposals; authorizes the expenditure of appropriated funds.
- Explain and interpret Human Resources programs, policies, and activities to the Board of Directors, the General Manager, Department Heads, managers and supervisors, employees, and outside community and professional groups and organizations.
- Participate in overall District policy discussions and Board of Director briefings, advise Department Heads on Human Resources issues, and follow up on implementing General Manager decisions. Plan new projects, participate and/or lead work groups, and follow up on assignments, issues, and actions. Prepare oral and written reports and correspondence, review and evaluate Division work products, coordinate multi-departmental activities, and review, prepare, and present staff reports.
- Develops and creates awareness and understanding in the use of an equity lens to develop and implement programs and practices. Drives a positive culture within the division and District through leadership, guidance, training, and support to internal and external partners in developing and delivering equity programs and tools.
- Monitors laws, regulations, and technology changes that may affect District or divisional operations; implements policy and procedural changes as required.
- Represents the interests of the District in meetings with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.

- Monitors developments and legislation related to human resource matters, evaluates the impact on District operations, and recommends and implements policy and procedural improvements.
- Provides Senior Leadership and/or the Board of Directors with longrange vacancy planning, recruitment strategies, and recommends employee salary and benefits improvements necessary to keep the District competitive in the attraction and retention of the diversely skilled employees necessary for effective District operations.
- Performs related duties as required.

### **MINIMUM QUALIFICATIONS**

*Any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of the District. The education or experience requirements may be modified or waived at the sole discretion of the General Manager. At least one of the education or experience requirements must be met; however both requirements cannot be modified or waived. The Cosumnes Community Services District Board of Directors shall be notified of any such modifications or waivers. A typical way to obtain the knowledge, skills and abilities:*

#### **Education and Training:**

Bachelor's degree in Human Resources, Public Administration, Business Administration, Public Policy, Organizational Development or a closely related field from an accredited college or university. A Master's degree in Human Resources, Public Administration, Business Administration, Public Policy, Organizational Development, or a closely related field is highly desirable

#### **Experience:**

- Minimum of seven (7) years of highly responsible experience in public sector human resources with a minimum of at least five (5) years in a management or supervisory capacity of one or more human resource functions.

#### **Knowledge of:**

- Principles and practices of public human resources administration, including methods and techniques used in recruitment and selection, classification, salary administration, benefits, risk management, organizational development, staff development, and training.
- Federal and state laws and regulations applicable to public sector employment and collective bargaining.
- Administrative organization and management of the types and variety of positions common to local government organizations.
- The role and necessity of multiculturalism, especially the role it plays in local government human resources.
- The general nature and content of collective bargaining agreements in the public sector.
- Statistical concepts and methods used in human resources program management.
- Contemporary diversity, equity and inclusion concepts
- Principles and practices of public sector budget preparation and administration.



**Ability to:**

- Plan, direct and control the administration and operations of the Human Resources Department.
- Operationalize an equity lens into policy, programs, and decisions to advance and support equitable service delivery.
- Interpret, analyze and advise District staff on laws, rules, regulations, ordinances, and policies.
- Present ideas effectively, verbally and in writing; prepare and make public presentations.
- Negotiate effectively, work effectively with groups and individuals.
- Develop and implement effective techniques for facilitating and improving human resources programs.
- Plan, organize, assign, and coordinate the activities of professional, technical, and clerical staff; build a high-performance workforce.
- Supervise and evaluate subordinates.
- Establish and maintain effective working relationships with those encountered in the course of the work, including, but not limited to, city officials, department heads, union officials, and employees.
- Resolve disputes and grievances.
- Collect, analyze and present data measuring equity program efforts and progress for monthly reporting by the General Manager.
- Gain the confidence and cooperation of public officials, administrators, employees, employee representatives, and the general public.
- Design, develop, and manage a customer-oriented approach to human resources services, and effectively interact in a team environment.
- Confer with, recommend, advise, and elicit the cooperation of supervisors and managers on human resources matters, including recruitment, transfers, promotions, employee training and development, discipline, termination recommendations, leaves of absence, benefits certification requests, position allocations, investigation of employee complaints, and employee assistance program.
- Act as a visionary and strategic thinker to identify and define complex equity disparities; develop sound conclusions and recommendations; and represent recommendations in a way that is compelling to a variety of institutional and community audiences.
- Effectively integrate equity and inclusion best practices into personnel management, policy and procedures.
- Exercise tact and diplomacy in dealing with sensitive, complex and confidential human resource issues, including personnel management.
- Understand the business needs of multiple customers and balance fulfillment of those needs with consideration of broader organizational, business, legal and community issues and requirements.
- Exercise sound expert independent judgments within general policy guidelines.

**Physical Requirements:**

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk;

occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (20) pounds;

- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision;
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching; frequent operation of office equipment, clerical and financial calculation instruments;
- Emotional/Psychological: frequent decision making and concentration, frequent public and/or coworker contact; occasionally works alone;
- Driving: ability to use fine and gross motor coordination for driving.

### **Typical Working Conditions**

Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather; Incumbents may be exposed to noise, moisture, dust, vibrations, heat and cold. Work may require travel to and from off-site locations throughout the District.

**FLSA Status**: Full-time, Exempt

*This document is being provided as a sample severance and release agreement, illustrating the general content and scope of the waivers and releases that will be required as a condition of any severance/buy-out payment pursuant to the Employment Agreement. The specific terms of the severance and release agreement that Employee will be presented and expected to sign as a condition of receiving severance allowed for in the Employment Agreement may be modified as appropriate for the factual scenario.*

**SEVERANCE AND RELEASE AGREEMENT**

This Severance and Release Agreement (“Agreement”) is made as of [insert date], between Cosumnes Community Services District (“District”), and EMPLOYEE (“Employee”).

**RECITALS**

- A. Employee has been employed with the District under an employment agreement effective [INSERT DATE] (“Employment Agreement”);
- B. The Employment Agreement is now ending, and the Parties desire to resolve all issues related to Employee’s employment;

NOW, THEREFORE, District and Employee, in consideration of the mutual covenants and agreements herein, agree as follows:

**AGREEMENT**

**1. Separation Date.**

Employee’s employment with the District will cease on [insert date] (the “Separation Date”).

**2. Separation Terms.**

As of the Effective Date of this Agreement, the following terms of separation shall apply:

- A. If Employee executes this Agreement and does not revoke their signature as provided in Section 15, then pursuant to Section IX of the Employment Agreement, the District will pay to Employee the gross amount of \$\_\_\_\_\_, (less all taxes and appropriate deductions) which is the equivalent of \_\_\_ (xx) months’ base salary at current compensation levels. Such amount will be paid in equal installments at the periodic pay periods when other District employees are paid.
- B. Employee’s participation in District-sponsored benefits (including medical coverage) will end as of the last day of the month in which their separation occurs. Under separate cover, Employee will receive information about their right to benefit continuation under COBRA at their own expense if they elect to

continue coverage.

- C. All payments under this Agreement are subject to applicable payroll taxes and withholdings, whether state or federal.
- D. No later than the payroll cycle immediately following the Separation Date above, Employee will be paid earned wages through the Separation Date and will be paid the cash value of any accrued but unused vacation hours and other earned benefits. Employee expressly warrants and agrees that, as of the date of executing this Agreement, they do not dispute as inaccurate any wages previously paid to her.

### **3. Confidentiality.**

District agrees that absent written authorization from Employee, it will release to prospective employers or to other third parties only Employee's dates of employment, positions held, and salary. Other employment information about Employee (including, but not limited to, this Agreement) will be released by the District only (a) with Employee's written consent, (b) to refute or defend a claim initiated by Employee, or (c) as otherwise required by law. However, the Parties acknowledge that a proper Public Records Act request may require this Agreement be disclosed. Further, the District reserves the right to respond with truthful, accurate information upon inquiry by employment-related governmental agencies (e.g., California Public Employees' Retirement System, the California Employment Development Department, Internal Revenue Service, etc.).

### **4. Waiver of Discrimination Claims.**

Employee understands and acknowledges that Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Americans with Disabilities Act of 1990, the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1991, the California Fair Employment and Housing Act, and other statutes provide Employee with the right to bring an action against the District if Employee believes they has been discriminated against based on race, ancestry, creed, color, religion, sex, marital status, national origin, age, status as an individual who has filed a claim for workers' compensation benefits or who has sustained an industrial injury, status as a veteran of the Vietnam era, physical or mental handicap, and/or disability. Employee understands the rights afforded to them under these Acts and agrees that they will not bring any action against the District based on any alleged violation(s) of these Acts.

Employee hereby waives any right to assert a claim for any relief under these Acts, including, but not limited to, back pay, attorney fees, damages, reinstatement, and/or injunctive relief, arising out of their employment with District or the separation from such employment.

### **5. Waiver of Age Discrimination Claim.**

Employee understands and acknowledges that the Age Discrimination in Employment Act of 1967, as amended, provides Employee the right to bring a claim against the District if Employee believes that they have been discriminated against on the basis of age. Employee understands the rights afforded under this Act and agrees that they will not bring any action against the District based on any alleged violation(s) of the Act. Employee hereby waives any right to assert a claim for relief under this Act, including, but not limited to, back pay, attorney fees, damages, reinstatement, and/or injunctive relief arising out of their employment with District or the

separation from such employment.

**6. Waiver of Civil Code Section 1542.**

The release contained herein is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions and causes of action which are known, but also claims, demands, liabilities, damages, actions and causes of action which are unknown or which Employee does not suspect to exist in their favor which, if known at the time of executing this Agreement might have affected their actions, and therefore, they expressly waives the benefit of the provisions of section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Employee hereby expressly waives and relinquishes all rights and benefits which they have or may have had under section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights. As a part of this waiver, Employee expressly waives any right to notice and an opportunity for a hearing or appeal regarding their separation from District employment.

**7. Release of Claims; Covenant Not to Sue; Future District Employment.**

- A. Employee represents that they have not filed any complaint, grievance, claim, or action against the District or any of its District Board members, officers, agents, directors, employees, or representatives with any state, federal, or local agency, board, arbitrator, or court based on any matters arising out of their employment with the District and/or their separation from District employment.
- B. Except as otherwise set forth in this Agreement, Employee hereby releases and forever discharges the District, its District Board members, officials, directors, agents, attorneys, servants, employees, consultants, successors, assignees, and related entities from any and all claims, liabilities, demands, causes of action, costs, expenses, damages, indemnities, and obligations of every kind, in law, equity or otherwise, known or unknown, arising out of or in any way related to Employee's District employment or their separation from District employment. This release is intended to be interpreted as broadly as permitted by law and to apply to all transactions and occurrences between Employee and the District, including, but not limited to, any and all claims related to Employee's employment and employment conditions with the District and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected to Employee's employment with the District or the separation from such employment (collectively, "Released Claims"). Released Claims include, but are not limited to, any claim based in common law, the state or federal Constitution, state or federal statutes, all contract or tort claims (such as wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, libel, invasion of privacy, and

intentional or negligent infliction of emotional distress), and all related claims for physical injuries, illness or damage, expense reimbursement, and all claims for attorneys' fees, costs and expenses, grievances, claims and/or appeals under federal or state law or due process, or under the District's internal administrative review procedures. However, claims for workers' compensation or unemployment insurance benefits are expressly excluded from the waiver and releases provided in this Agreement.

- C. Excepting claims for workers' compensation or unemployment insurance benefits, Employee further covenants not to sue or file any complaint, grievance, claim or action at any time hereafter based on any matters arising out of or in any way relating to their employment with the District, or separation from District employment, that could have been filed as of the date of executing this Agreement. Should Employee legally have the right to participate in any action against the District in the future pertaining to or arising out of Employee's District employment or separation from it, Employee expressly agrees that they shall have no right to recover damages, attorneys' fees, costs, or other compensatory relief. District expressly agrees not to challenge Employee's eligibility for unemployment insurance benefits arising out of their separation from District employment, but reserves the right to provide accurate, truthful information as requested by the California EDD.
- D. Nothing in this Agreement shall be interpreted to waive Employee's statutory rights under the California Labor Code and the California Government Claims Act regarding defense of, and/or indemnity for, claims against them relating to acts committed within the course and scope of their employment, subject to District's rights under such statutory provisions.
- E. Employee agrees and recognizes that Employee's employment relationship with the District has been severed permanently. The District is not required to rehire, and may reject any future application for District employment made by Employee in accordance with California Code of Civil Procedure Section 1002.5(b).

## **8. No Admission of Liability.**

This Agreement and compliance with it shall not operate or be construed as an admission by either party of any liability, misconduct, or wrongdoing whatsoever by or against the other Party or against any other person; nor as an admission by the District of any violation of the rights of Employee or any other person; nor as a violation of any order, law, statute, duty, or contract whatsoever against Employee or any other person. Rather, the Parties expressly deny any liability to one another.

## **9. Negotiated Agreement and Governing Law; Cost of Preparation.**

This Agreement shall be deemed to have been jointly drafted by the Parties and shall be governed by and construed in accordance with the laws of the State of California. Each Party shall bear the Party's own associated costs of preparing this Agreement, including attorneys' fees.

**10. Notice.**

Any notices or other communications to be given to either party pursuant to this Agreement, shall be in writing and delivered personally or by U.S. mail, postage prepaid, addressed to the party at the address set forth below. Notice so mailed shall be deemed delivered three (3) business days after deposit in the U.S. mail. Nothing shall preclude the giving of notice by fax, which shall be effective upon receipt of the fax; provided, however, that notice by fax shall be followed by notice deposited in the U.S. mail as discussed above.

DISTRICT

Cosumnes Community Services District  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624  
ATTENTION: General Manager

EMPLOYEE

EMPLOYEE  
Last Address on File with District

**11. Entire Agreement.**

This Agreement constitutes the entire agreement between Employee and the District. No other promise or inducement has been offered for this Agreement. Any amendments to this Agreement must be in writing, signed by duly authorized representatives of both the District and Employee, and must state that the parties intend to amend the Agreement. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated agreement.

**12. Severability.**

- A. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, which can be given full force and effect without the invalid provision, shall continue in full force and effect and shall in no way be impaired or invalidated.
- B. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion, or of any other term or condition of this Agreement.

**13. Choice of Law; Venue of Actions; Costs and Fees.**

This Agreement shall be interpreted according to the laws of the State of California. Venue of any legal action shall be in Sacramento County. If any legal action is instituted to enforce any provision of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of its provisions, the court shall award the prevailing party reasonable attorneys' fees and other litigation costs incurred in that action, in addition to any other relief to which the prevailing party may be entitled. Nothing in this Section shall prevent the parties from mutually agreeing to binding arbitration of any dispute, in which case

the arbitrator may award attorneys' fees and litigation costs to the prevailing party as described above.

**14. Voluntary Execution of Agreement.**

Employee represents that they have carefully read this entire Agreement and that they know and understands its contents. Employee has had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement, and by signing the Agreement, acknowledges that they have been advised by District to do so. Employee further represents and acknowledges that they have freely and voluntarily executed this Agreement after independent investigation and without fraud, duress, or undue influence, with a full understanding of the legal and binding effect of this Agreement and with the approval of their legal counsel, if any.

**15. Right of Revocation; Effective Date of Agreement.**

Employee acknowledges that they have been advised to seek the assistance of counsel in negotiating the terms of this Agreement and that they have been provided with the time to consult with an attorney prior to signing this Agreement. Pursuant to the Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act, the District hereby notifies Employee that they have up to twenty-one (21) days within which to consider whether they should sign this Agreement, although they may sign this Agreement in less time if they so choose. Employee acknowledges and agrees that any changes made to this Agreement, whether material or immaterial, as a result of the parties' negotiations do not restart the running of the twenty-one (21) day review period. In addition, should Employee choose to sign the Agreement, they shall have seven (7) days following the date on which they signed the Agreement to revoke this Agreement. If Employee chooses to revoke this Agreement pursuant to this paragraph, Employee shall do so in writing, delivered to the District at the address specified above within the seven (7) day period. This Agreement does not become effective until the eighth day after Employee signs this Agreement when this seven-day period has elapsed without Employee's revocation of this Agreement (the "Effective Date").

**Employee understands and agrees that they will be entitled to the consideration provided by this Agreement *only* if they do not revoke their signature on this Agreement.**

\_\_\_\_\_ Employee's Initials

**16. Counterparts.**

This Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

Dated: \_\_\_\_\_

EMPLOYEE

**[SAMPLE AGREEMENT – NOT FOR SIGNATURE]** \_\_\_\_\_

Employee



Dated: \_\_\_\_\_

COSUMNES COMMUNITY SERVICES  
DISTRICT

By: **[SAMPLE AGREEMENT – NOT FOR  
SIGNATURE]** \_\_\_\_\_

General Manager

**A. Holidays**

1. The Employee shall observe the following official holidays with leave provided by District. In the event any of these holidays are deleted from the District policy, or new holidays are added to the District policy, those changes shall automatically apply to Employee:

New Year Day	January 1
Martin Luther King Jr. Day	Typically Observed 3 <sup>rd</sup> Monday in January
President’s Day	Observed 3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Indigenous Peoples’ Day	2 <sup>nd</sup> Monday in October
Veteran’s Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Years Eve (1/2) Day	December 31 <sup>st</sup>
Floating Holiday	As agreed by employee & supervisor
Employee Choice Holiday	As agreed by employee & supervisor

2. In circumstances where the Employee performs work on a Holiday, the Employee is to report the hours worked on their timesheet and will be credited with an equal number of accrued deferred holiday leave. This time shall be recorded in a unique leave accrual bank and has no cash value.

**B. Available Insurance Plans**

1. Medical Insurance. The District will provide Employee and their dependents with the option of enrolling in any medical insurance plan available through its contract with the Health Division of PERS.
  - a. The District will pay, if actually required, up to the dollar amount equal to the lesser of either the Kaiser (KN) or the Blue Shield Access + (BS) rate (as set forth below) in the month the benefit is received for medical insurance coverage, including the CalPERS Minimum Employer Contribution (MEC) and District contributions as follows:
    - Employee only, 100% of the applicable 2022 monthly rate minus \$106.71
    - Employee + one dependent, 100% of the applicable 2022 monthly rate minus \$218.42
    - Full Family, 100% of the applicable 2022 monthly rate minus \$281.45
  - b. Effective January 1, 2023, any change in the monthly medical plan

premium charged by CalPERS in the plan year 2023 compared to the plan year 2022, will be shared equally by the employee and the District. This change in monthly medical plan premium will be added to or subtracted from the District contributions in effect as of 2022.

c. Effective January 1, 2024, any change in the monthly medical plan premium charged by CalPERS in the plan year 2024 compared to the plan year 2023, will be shared equally by the employee and the District. This change in monthly medical plan premium will be added to or subtracted from the District contributions in effect as of 2023.

2. Dental Insurance. The District will pay the monthly premium per family unit for the dental insurance coverage selected by the District.
3. Vision Plan. The District will pay the monthly premium per family unit for the vision plan coverage selected by the District.
4. Life Insurance. The District shall provide Employee with term life insurance consistent with the benefit provided to non-represented employees; provided, however, that such term life insurance is not less than \$50,000. Additional life insurance protection of up to Five Hundred Thousand Dollars (\$500,000) is available to Employee as an additional employee cost.
5. Cancer Insurance. The District shall provide Employee with the cancer insurance policy available through the District.
6. Deferred Compensation. The District shall provide Employee with an IRC §457(b) deferred compensation benefit consistent with the benefit provided to non-represented employees.
7. Employee Assistance Program. The District shall provide Employee and their dependents, an employee assistance program selected by the District.

C. Retirement Medical Benefit

Employee must complete the required PERS-credited services with the Cosumnes Community Services District as set forth in the Contract in order to have any eligibility for retiree medical benefits.

1. Medical Insurance. In accordance with the provisions of its contract with the Health Division of CalPERS, the District shall provide Employee and their dependents, with the option of enrolling in any available medical plan. Employee must separate from District service and retire from PERS within 120-days from the separation date to be eligible for retiree medical benefits.
2. Contribution. Employee qualifies, and is eligible for benefits, as a “Tier II Retiree,” as such term is defined in District Policy.