

RESOLUTION NO. 23-80

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING
THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF
LIBRARY DIRECTOR

WHEREAS, Carla Mason (the "Employee") now has been appointed to the position of Library Director; and

WHEREAS, this Resolution constitutes a contract of employment between Employee and the City of El Centro (the "City" or the "Employer") and is approved and adopted at an open session regular meeting of the City Council; and

WHEREAS, in light of the foregoing facts, the City Council of the City of El Centro, California ("the City Council") finds that the approval of this resolution will be in the best interest of the City of El Centro, California, in order to determine the compensation provisions for Employee; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing is true and correct and adopted hereby.
2. The term of this Agreement is August 15, 2023 through June 30, 2025.
3. Salary. Effective August 15, 2023, the Employee shall receive a base salary of ten thousand three hundred five (\$10,305) per month for the services rendered to the City of El Centro.
4. Performance Increases. The Employee's anniversary date shall be August 15, 2023. The Employee shall be evaluated by the City Manager on or about July 1 on each subsequent anniversary date. Assuming a satisfactory performance evaluation, base salary shall be \$10,511 effective July 1, 2024.
5. Medical/Life Insurance.
 - A. Group Health Plan. From the date of employment, the Employee shall be eligible for the Employer's comprehensive major medical, dental, life and vision care insurance program with the same contribution and on the same terms and conditions as other employees. The Employee may obtain coverage for her legal dependents under such program.
 - B. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars (\$200,000) up to the age of seventy (70). If employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

C. **Disability Insurance.** The Employer shall provide disability insurance to the Employee.

6. **Retirement.** The Employee shall be eligible to participate in the City's retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. "Classic Members" in the CalPERS system who had a break in service of no more than 6 months, will be eligible for the 2% at 55 plan. The employee shall pay the employee portion as CalPERS specified. Employee contributions will be paid pre-tax under IRS section 414 (h) (2).

Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program.

If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in CalPERS' records) totals seventy-five (75) or greater, the Employer shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the employee portion of said insurance until the Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the retired Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense.

7. **At-Will Employment Status.** It is understood and agreed to by and between the parties that the Employee's employment is at-will and that the Employee serves at the pleasure of the City Manager.

8. **Exemption from the City's Personnel System.** It is further understood by the parties that the Employee cannot contest discipline or a separation without cause from employment under the City's Personnel System. The Employee understands that she has no property right in her employment or civil service protection and cannot contest discipline or termination for cause except as otherwise provided in Section 16 below.

9. **City's Policies and Procedures Applicable to the Employee.** Employee shall comply with all provisions of the City Personnel Rules and Regulations as those may be amended from time to time ("Personnel Rules") except as set out in Section 8 above and Section 16, below.

10. **Vacation Leave.** The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

A. **Accrual.** The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.

B. **Accumulation.** Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.

C. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.

D. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's current rate of pay.

E. Cash Out. Employee shall be allowed to cash out only the amount of the denied vacation leave hours, up to the maximum of eighty (80) hours when:

1. She has taken a minimum of one (1) week of vacation leave during the current fiscal year;

2. She thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of either party to this MOU; and

3. She for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

a. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under PERS and is not part of the regular rate of pay.

b. Hardship. Employee may cash-out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need.

11. Sick Leave. The Employee shall accrue sick leave.

A. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.

B. Accumulation. Sick leave hours may be accumulated without restriction.

12. Administrative Leave. The Employer shall provide the Employee with eight (8) days of paid administrative leave per year effective July 1 of each year. Administrative leave shall not accumulate from year to year. Any administrative leave time remaining in the Employee's

account as of June 1 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed five (5) days. If administrative leave is not converted, any administrative leave time remaining as of June 30 shall be forfeited.

13. Car Allowance. The Employee shall receive a car allowance in amount of three hundred dollars (\$300) per month. In this regard, said car allowance applies to the Employee's use of her personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of her personal vehicle on City business for vehicular travel outside of Imperial County.

14. Holidays. The Employee shall be entitled to the same holidays as other City employees.

15. Full-Time Commitment. During the term of this agreement, the Employee shall dedicate her full-time to fulfilling her responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of her duties as Library Director.

16. Employment Termination/Severance Pay. The employment of the Employee shall terminate upon written notice by either party. However, should such termination be instigated by the City without cause, then the Employee shall receive severance pay in an amount equal to the Employee's base monthly salary on the last date the Employee is at work (and not on leave status) with the City times four (4) months. Entitlement to all other benefits ceases with the Employee's termination from employment with the City.

Notwithstanding, the City may determine to terminate Employee for cause as cause is defined in the Personnel Rules. In that event, City shall proceed with termination as set out under the Personnel Rules. If Employee is so terminated, she shall not be entitled to severance.

17. Severability. If any of the provisions of this agreement are held to be illegal, invalid or unenforceable in any respect, the remainder of the agreement and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

18. Assignment. This agreement shall be binding upon and inure to the benefits of the Employer, its successors it assigns and to the benefit of the Employee, her heirs, and legal representatives, except that the Employee's duties to perform future services and the right to receive payment therefore are hereby expressly agreed to be non-assignable and non-transferable.

19. Governing Law. This agreement shall be governed by the laws of the State of California, and any litigation concerning this agreement shall be filed and maintained in the State of California, County of Imperial.

20. Attorney's Fees/Costs. Each party shall bear its own attorney's fees or costs associated with litigation concerning this agreement.

21. Reimbursement of Cash Settlement Upon Conviction of a Crime Involving Office or Position. Regardless of the term of this agreement, if this agreement is terminated, any cash

settlement related to the termination that the Employee may receive from the City shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position.

22. Complete Agreement. This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this document shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 15th day of August 2023.

CITY OF EL CENTRO

By: Martha Cardenas Singh
Martha Cardenas-Singh, Mayor

ATTEST

By: Norma Wyles
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By: Elizabeth Martyn
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 23- 80 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 15th day of August 2023, by the following vote:

AYES: Carter, Oliva, Cardenas-Singh, Marroquin, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

By: Norma Wyles
Norma Wyles, City Clerk

I agree to the foregoing:

Carla Mason
Carla Mason

8/16/23
Dated