

**EMPLOYMENT AGREEMENT
FOR PLANT OPERATOR III EXTRA HELP SERVICES**

THIS AGREEMENT is made and entered into on _____, 2019, by and between the Rancho Murieta Community Services District, a public agency (“District”), and Sean Montgomery, an individual (“Employee”), who agree as follows:

1. Employment. District appoints and employs Employee as Plant Operator III, extra help for the District, and Employee accepts such employment, on and subject to the terms and conditions of this Agreement. Employee is a temporary employee within the meaning of the District Personnel Manual.

2. Term. This Agreement shall remain in effect until Employee works a total of 960 hours in a 12-month fiscal year (July 1 to June 30) period, unless sooner terminated as provided by the termination provision below.

3. Duties. Employee’s duties under this Agreement will be those duties and responsibilities that are (a) assigned to the position of Plant Operator III, (b) listed on the job description for the Plant Operator III position as adopted and amended from time to time by the District Board of Directors, (c) described in the District Code and District ordinances, resolutions and policies, and (d) otherwise assigned or directed by the General Manager or his or her designee. Employee will be the Plant Operator III for the District and work under the direction and control of the Director of Field Operations. Employee at all times will act in the best interests of the District and perform her duties in a competent and professional manner.

4. Hours. Employee shall be available to work at such times as appropriate to fully and competently perform the duties of the position, for no more than 40 hours per week. Employee shall be compensated for hours actually worked. Employee shall work a job schedule as directed by the Director of Field Operations in coordination with Employee.

5. Compensation. For all services to be rendered by Employee under this Agreement, District will provide to Employee the following salary and benefits:

a. Hourly salary in the amount of \$37.80 per hour.

b. No additional benefits shall be provided (except as otherwise required by federal or state law).

6. Other Terms and Conditions of Employment. Employee’s employment also will be governed by the District Personnel Manual (as the same may be amended by District from time to time) and the parties will comply with all applicable provisions of the Personnel Manual. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition of the Personnel Manual, the Agreement will govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law will govern.

7. Ownership of Documents. Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by

Employee during the term of his employment (the “Work”) will be the property of District. District will have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Employee.

8. Termination. This Agreement may be terminated in any one of the following ways:

- a. By mutual agreement of the parties, expressed in writing.
- b. By Employee, upon giving to the District not less than two weeks’ prior written notice of resignation.
- c. By the death of Employee.
- d. By District, for cause, upon giving to Employee written notice of immediate termination. The written notice of termination will specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Employee to meet with the District Board of Directors on the reasons for the termination. If Employee requests a meeting, the meeting will be held at the Board’s earliest convenience in a closed session, unless Employee requests an open session. After the meeting, the Board may affirm, modify or reverse its decision to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes District operations; conduct that tends to bring discredit to District; conduct unbecoming an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of Employee’s duties; theft of District property; violation of law; violation of the District Personnel Manual; or, material breach of this Agreement.
- e. By District, without cause, upon giving to Employee written notice of termination.

9. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

10. Notices. Any notice to be given to Employee will be sufficiently served if given to Employee personally or if deposited in the United States Mail, regular pre-paid mail, addressed to Employee at the most recent residence address as shown on the District payroll records. Any notice to be given to District will be addressed to the District Board of Directors and delivered or mailed to the District Secretary at the District offices.

11. Successors and Assigns. This Agreement is personal to Employee. Employee may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

12. Amendments. This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by District must be approved by the District Board of Directors at a noticed public meeting. Individual Board members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Employee's employment.

13. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

14. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

15. Governing Law and Venue. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California. The County of Sacramento will be venue for any state court litigation and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

EMPLOYEE

Les Clark, President

Sean Montgomery

Attest:

Mark Martin
Interim Secretary of the Board