

**EMPLOYMENT AGREEMENT  
ADMENDMENT**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of July, 2010 by and between the CITY OF GLENDORA, a municipal corporation, hereinafter referred to as "CITY" and LaShawn Butler, an individual, hereafter referred to as "EMPLOYEE", both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, CITY through the City Manager has secured and retain the services of EMPLOYEE as Director of Community Services of CITY in accordance with applicable provisions of the Glendora Municipal Code; and,

WHEREAS, EMPLOYEE is employed on a full time basis as Director of Community Services of CITY; and,

WHEREAS, THE CITY MANAGER is authorized under 2.09.060 of the Glendora Municipal Code to enter into an employment contract relating to the terms and conditions with said EMPLOYEE; and

WHEREAS, both CITY and EMPLOYEE desire to address certain issues related to wages, hours and other terms and conditions of EMPLOYEE'S employment by CITY as a result of the EMPLOYEE's annual performance review.

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

Section 1. Duties

The City Manager of CITY and EMPLOYEE jointly agree that the EMPLOYEE will continue to perform the duties Director of Community Services of CITY as specified in state law, in the Glendora Municipal Code and to perform such other legally permissible and proper duties and functions as the City Manager may, from time to time, assign.

Section 2. Term

(A) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Manager of CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, paragraphs A and B, of this Agreement.

EMPLOYEE holds his employment with CITY at the pleasure of the City Manager. Thus, CITY may terminate EMPLOYEE at any time, with or without good cause, for any reason which does not violate a public policy of the State of California. Except as set forth herein, EMPLOYEE is excluded from CITY's Personnel System and holds no property right in his employment.

(B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph C, of this Agreement.

(C) EMPLOYEE agrees to remain in the exclusive employ of CITY commencing upon a date specific to be agreed upon between the parties hereto contingent upon and after EMPLOYEE has successfully completed a physical examination and thereafter agrees to remain in full-time employ of CITY until termination of this Agreement is effected as hereinafter provided. The term "employed" shall not be construed to preclude EMPLOYEE from engaging in occasional teaching, writing, or consulting performed during EMPLOYEE'S non-working hours, provided that such activities are undertaken with the knowledge and approval of the City Manager.

### Section 3. Termination and Severance Pay

(A) In the event EMPLOYEE is terminated by the City Manager of CITY during such time as EMPLOYEE is willing and able to perform the duties of Director of Community Services, then in that event, CITY agrees to pay a lump sum amount equal to the EMPLOYEE's salary and benefits as a severance benefit for a period equal to six (6) months beyond the effective date of termination

In the event EMPLOYEE is terminated for cause, CITY shall have no obligation to pay the severance benefits designated in this paragraph. Good cause as used herein includes: material breach of this Agreement; acts of dishonesty, fraud, or misrepresentation; violation of a criminal law other than traffic violations or other infractions; or acts of moral turpitude.

(B) EMPLOYEE shall have the right to voluntarily resign his position with CITY upon EMPLOYEE giving CITY 20 days notice in advance, in which event, the CITY shall have no obligation to pay severance benefits to EMPLOYEE as described under Subsection A of this Section.

### Section 4. Salary

CITY agrees to pay EMPLOYEE for services rendered pursuant to this Agreement a monthly salary of \$10,459 payable in installments at the same time as other employees of the City are paid. Annually on the anniversary date of employment, the EMPLOYEE shall receive a performance evaluation. Should the EMPLOYEE receive a "Exceeds Job Expectations" rating, CITY agrees to increase EMPLOYEE'S monthly compensation by the next available step within said position salary range, should one exist.

EMPLOYEE shall also receive any commensurate cost of living wage adjustment and/or market adjustment that other non-sworn Department Heads of the City may receive via an adopted City Council resolution. EMPLOYEE shall also be granted the same across-the-board benefit increases granted to other Department Heads of the City

In addition, EMPLOYEE shall receive an auto allowance of \$300 per month but in no case less than that granted to other department heads of CITY during the term of this Agreement.

### Section 5. Hours of Work

EMPLOYEE shall devote not less than forty (40) hours per week to assigned duties as Director of Community Services of CITY. However, it is recognized that EMPLOYEE may need to devote a great deal of his time outside normal office hours to the business of CITY.

### Section 6. Dues and Subscriptions

(A) Within the limits of fiscal ability, the CITY agrees to budget a reasonable amount as determined by City Manager of CITY for the payment of professional dues and subscriptions necessary for EMPLOYEE's participation in national, regional, state and local associations and organizations necessary for his continued professional growth and advancement and for the good of the CITY.

(B) Community participation is a vital and necessary part of EMPLOYEE's duties and as such, CITY shall pay necessary dues, fees and expenses for EMPLOYEE to belong to one local civic service club to be selected by EMPLOYEE with the approval of City Manager of CITY.

#### Section 7. Professional Development

Within the limits of fiscal ability, the CITY hereby agrees to budget a reasonable amount as determined by City Manager of CITY and for the payment of travel and subsistence expenses of EMPLOYEE for educational courses, institutes and seminars that are necessary for EMPLOYEE'S professional development and for the good of CITY and for official travel, meetings, and occasions sufficient to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions on behalf of CITY.

EMPLOYEE shall submit all such expenses to City Manager of CITY for approval in accordance with Administrative policies and procedures of CITY and subject to limitations as specified therein.

#### Section 8. Vacation, Sick Leave, Administrative Leave

(A) EMPLOYEE shall continue to accrue vacation leave at the rate of 5 hours per pay period subject to the following provision:

EMPLOYEE shall not accrue more than a total of 200 hours of vacation leave at any one time. EMPLOYEE can request during any beginning payroll period within the month of December an opportunity to cash out up to 80 hours vacation annually.

(B) EMPLOYEE shall accrue sick leave hours at the same rate and under the same terms and conditions as non-sworn department heads of CITY (3.69 hours per pay period) with no maximum accumulation. Such accumulation shall be applied to the extended service credit contracted with PERS should the EMPLOYEE retire while employed with CITY, presuming all other qualifications have been met. Should the employee separate from service for any other reason than service retirement, then there shall be no payoff of the accumulated sick leave hours.

(C) EMPLOYEE shall accrue administrative leave at the rate of six hours per pay period in reconnection that the position is required to work or be present in many holiday activities that other Department Directors would not be required to attend. However, any unused Administrative Leave still remaining after the last payroll period ending June 30<sup>th</sup> of any fiscal year shall be paid off to the EMPLOYEE at the next regular payroll period at a salary rate equal to one-half of their current monthly hourly salary rate.

#### Section 9. Health, Life and Disability Insurance

CITY shall provide EMPLOYEE with medical, hospitalization, health, dental, vision, long-term disability and life insurance benefits in an amount equal to and on the same terms and conditions as such insurance is provided to other non-sworn department heads of CITY.

#### Section 10. Retirement Benefits

CITY shall provide membership in the California Public Employees Retirement System to EMPLOYEE on the same terms and conditions as apply to non-sworn department heads of CITY. The City contracts for a benefit commonly known as 2.5% at 55 formula. The EMPLOYEE shall reimburse the City for the employee contribution established by CalPERS, which is currently 8% as stipulated in the attached Benefit Schedule.

### Section 11. Bonding and Indemnification

CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of, and while EMPLOYEE is acting in the course and scope of, EMPLOYEE'S duties as Director of Community Services of CITY.

CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, whether compensatory or punitive, to the extent permitted by law. In the event EMPLOYEE is to be represented by counsel other than counsel selected to represent CITY in the same matter, EMPLOYEE shall be represented by City Attorney of CITY or by counsel of CITY'S choice. All representation under this section shall be at CITY'S expense. The CITY's payment of any punitive damages judgment assessed against EMPLOYEE is subject to the provisions of Government Code Section 825(b), and the findings required therein.

### Section 12. Other Terms and Conditions of Employment

(A) City Manager of CITY shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of EMPLOYEE, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

(B) All provisions of the Glendora Municipal Code, regulations and rules of CITY and any Management Salary and Benefit Schedule between CITY and its Department Directors relating to vacation, sick leave, administrative leave, holidays, retirement system contributions and any other fringe benefits or working conditions as they now exist in Exhibit A attached and made a part here of this agreement or as they may hereafter be amended from time to time by City Council action shall apply to EMPLOYEE as they would to other non-sworn Department Director of CITY.

### Section 13. General Provisions

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(B) The text contained herein shall constitute the entire Agreement between the parties.

(C) This Agreement and each and every covenant, condition and term herein, shall be binding upon and inure to the benefit of the parties hereto and to their successors, assigns and heirs at law.

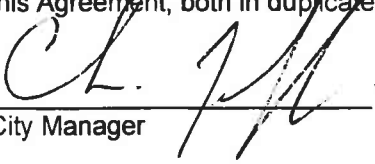
(D) In the event litigation is commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred for prosecution of the action.

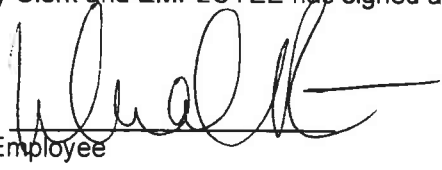
(E) No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

(F) If any article, or any portion thereof, contained in the Agreement is held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, the said ruling shall negate only the applicable article, or portion thereof, and the balance of this Agreement shall stand as written and shall remain in full force and effect for the duration of the Agreement.

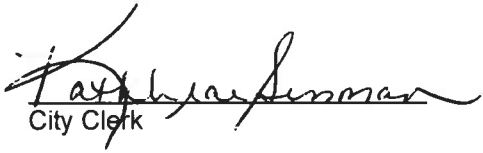
(G) This Agreement shall become effective at 12:01 a.m. on the 12th of July, 2010 and shall continue until terminated by the parties hereto in accordance with provisions of Section 3 of this Agreement.

IN WITNESS WHEREOF, the City of Glendora has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk and EMPLOYEE has signed and executed this Agreement, both in duplicate.

  
City Manager

  
Employee

Duly attested:

  
City Clerk

**City of Glendora  
Employee Benefit Information  
Department Directors/Executive Management**

1. **Social Security – No contributions are paid by the City or employee into Social Security**
2. **Medicare – 1.45% of salary paid by City and employee for a total of 2.9%**
3. **Employer Paid Member Contributions (PERS EPMC) – City’s PERS Contribution will be reported to PERS as additional compensation per Government Code Section 20636(c)(4) and IRS code section 414(h)(2).**
4. **Employee CalPERS contribution rates which are statutorily set at eight (8) percent, shall be fully paid by the employee by reimbursing the City.**
5. **Flexible Benefit Plan – All non-sworn Department Heads will receive \$820 + 1.5% of salary/mo. (mandatory health, dental & LTD). Employee may receive non used/required benefit amount in cash however, not more than \$800 + 1.5% salary per month.**
6. **Vision – City pays employee only coverage (dependent vision insurance can be purchased w/flex benefit plan)**
7. **Life Insurance – City pays for \$50,000 policy**
8. **LTD – City pays ½ the cost**
9. **Deferred Compensation – Available (no employer participation)**
10. **Holidays – The following ten (10) holiday are recognized.**

<b>New Year’s Day</b>	<b>Labor Day</b>
<b>Martin Luther King, Jr. Day</b>	<b>Veterans Day</b>
<b>Presidents’ Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Friday following Thanksgiving Day</b>
<b>Independence Day</b>	<b>Christmas Day</b>

**The last four hours of Christmas Eve and New Year’s Eve will be designated as holidays expect when Christmas and New Year’s days fall on a Sunday or Monday. Employees scheduled to work on one or both of these holidays shall receive four hours of holiday pay for each period worked in addition to regular**

**compensation. Employees scheduled to work on one or both of these times but on an approved leave, shall receive holiday pay in lieu of leave pay.**

- 11. Sick Days per Calendar Year – 3.69 hours per pay period (no maximum accumulation)**
- 12. Administrative Leave – See Contract**
- 13. Vacation Leave – See Contract**
- 14. Tuition Reimbursement – Job related and at State University rates.**
- 15. Bereavement Leave – 24 hours (8 additional if internment service is over 500 miles away)**
- 16. Personal Emergency Leave – 24 hours/year (to be taken out of sick leave)**
- 17. Family Illness Leave – 48 hours/year (to be taken out of sick leave)**
- 18. Community Service Expense – See contract**
- 19. City shall pay for a full physical every 2 years should the employee wish to take advantage of. Employee shall make all arrangement through the Human Resources Department.**
- 20. Employee Assistance Plan shall be extended to employee at no cost.**
- 21. IRS 125 and 129 Flexible Spending Account available after one year of employment or sooner if permitted by the Plan Administrator.**
- 22. Retiree Medial Plan contribution – Retire age 55+ with a minimum of 10 years service with the City of Glendora is \$300/month until age 65. If retired after age 60, will receive the contribution for a maximum of 5 years after receiving medicare benefits.**
- 23. Unused Sick Leave Credit – Sick leave is converted to service credit upon retirement when retirement date within four (4) months of employment separation or based on the current regulations promulgated by CalPERS at the time.**
- 24. PERS contract amendments – include 1959 Survivors Benefit, level 2 (Section 21572) and purchase Military Service Credit as Public Service (Section 21024)**

**\*Benefits listed in this Exhibit shall govern unless stated otherwise in the Department Head's employment contract. If the City Council adopts a Council resolution subsequent to**

**the effectiveness date of individual's most current employment contract, then that resolution shall govern when it comes to elements relating to Employee Benefits.**