

CITY CLERK EMPLOYMENT AGREEMENT

(Revised 3/2/2020)

This Employment Agreement (hereinafter "Agreement") is made effective this 4th day of October, 2016, by and between the City of San Juan Capistrano, a municipal corporation, (hereinafter "City") and Maria Morris (hereinafter referred to as "Employee").

In consideration of the mutual promises and agreements contained herein, it is hereby agreed between City and Employee as follows:

A. City Clerk Duties.

Employee agrees to serve as the City Clerk to the City. In the capacity of City Clerk, the Employee shall perform each and every duty prescribed by law pertaining to the position of City Clerk and all services, acts, or things necessary or advisable to manage and conduct the business and affairs of the City, subject at all times to the direction of the City Manager under the terms of this Employment Agreement.

B. Term of Employment.

The Employee shall begin employment as the City Clerk as of the effective date of this Agreement and shall remain in full force and effect until terminated by Employer or Employee, as provided in Paragraph L of this Agreement.

C. Employment Status

The Employee shall be an exempt, at-will employee and serve at the pleasure of the City Manager. This means that either the City Manager or Employee may terminate her employment at any time with or without cause and with or without notice, as provided in Paragraph L of this Agreement.

D. Employee's Commitment to City Business.

- 1) Employee shall devote the Employee's entire productive time, ability and attention to the business of the City during the term of this Agreement.
- 2) Employee shall not engage in any other business, duties or pursuits whatsoever, or directly or indirectly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without prior consent of the City Manager. However, the expenditure of reasonable amounts of time for educational, including occasional teaching for which Employee may receive a stipend or compensation, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with Employee's services to City.

- 3) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs, if those activities are not deemed to be a conflict or interest by state law, or materially interfere with the services required under this Agreement.

E. Salary and Benefits

During the term of this agreement, Employee shall receive the following salary and benefits.

- 1) Salary: Effective October 4, 2016, Employee shall be paid an annual salary of one-hundred eighteen thousand and three-hundred ninety-two dollars annually (\$121,932). Employee shall receive the same percentage Cost of Living adjustments to her annual base salary under this Agreement, at the same time that other City executive employees receive such adjustments. This provision shall not apply to merit increases which may be provided to other executive employees from time to time.
- 2) Retirement System: Employee shall be enrolled in the same Orange County Employees Retirement System ("OCERS") plan providing a 2.7% at 55 benefit. The Employee pays all of the Employee's annual contribution for participation in the plan.
- 3) Auto and Phone Allowance: Employee shall receive two-hundred fifty dollars (\$250) per month for auto allowance, effective July 1, 2019, and eighty dollars (\$80) per month as a phone allowance.
- 4) Deferred Compensation: Employee shall receive two-hundred fifty dollars (\$250) per month, effective July 1, 2019, towards a 457 deferred compensation account of Employee's choosing.
- 5) Other Benefits: Employee shall be eligible to receive the following benefits as follows:
 - a. Medical: The City shall pay the monthly premium for the City's medical insurance for the Employee and all dependents up to an amount equivalent to the Highest HMO premium amount offered by the City. If the Employee chooses to optout of the City's medical insurance program per the City's guidelines, the Employee would be eligible to receive a \$300 stipend in-lieu of coverage.
 - b. Dental: The City shall pay 100% of the monthly premium for the City's dental insurance program for the Employee and all dependents.
 - c. Vision: The City shall pay 100% of the monthly premium for the City's dental insurance program for the Employee and all dependents.
 - d. Life Insurance: The City shall pay 100% of the premium for the City's

life insurance program with a coverage amount of 2 times the Employee's annual salary plus \$20,000.

- e. Short-term and Long-term Disability – the City shall pay 100% of the premium for the City's short and long-term disability programs.

F. Annual Leave Benefits

1) Vacation Leave:

- a. Employee shall accrue 184 hours of vacation leave annually in an equal amount each pay period.
- b. As with other Executives, Employee shall not have a vacation leave cap.
- c. Vacation usage must be authorized by the City Manager.
- d. Payout of accumulated balance upon separation will be at 100%.
- e. Payout of 40 hours annually, if Employee has used at least 80 hours during the previous twelve months.

2) Sick Leave:

- a. Employee shall accrue 96 hours of sick leave annually in an equal amount each pay period.
- b. Sick leave accrual is not limited.
- c. Payout of accumulated balance upon separation will be at 50%.
- d. Payout of up to 40 hours annually.

3) Floating Holiday:

- a. Employee shall accrue 10 hours of floating holiday annually on July 1.
- b. Employee shall not carry any accumulated floating holiday past June 30.
- c. Floating Holiday usage must be authorized by the City Manager.

4) Management Leave:

- a. Employee shall accrue 80 hours of management leave annually in an equal amount each pay period.

- b. Employee shall not accumulate more than 80 hours of management leave at any time or accruals will cease until the amount is less than 80.
- c. Management leave usage must be authorized by the City Manager.
- d. Payout of accumulated balance upon separation will be at 100%.
- e. Payout of up to 80 hours twice annually, in December and June.

5) Holidays:

- a. January 1st (New Year's Day)
- b. Third Monday in February (Washington's Birthday)
- c. Last Monday in May (Memorial Day)
- d. July 4th (Independence Day)
- e. First Monday in September (Labor Day)
- f. November 11th (Veteran's Day)
- g. Fourth Thursday in November (Thanksgiving Day)
- h. The day following Thanksgiving Day
- i. December 24th (Christmas Eve)
- j. December 25th (Christmas Day)
- k. December 31 (New Year's Eve Day)

G. Goals and Objectives Setting

The City Manager and Employee shall collaborate to establish annual goals and objectives for the Employee.

H. Employee Performance Review:

City Manager shall review Employee's performance at least once annually.

I. Work Schedule

The work schedule of the Employee will be determined by the City Manager.

J. Memberships

City agrees to pay the fees for Employee's membership in the standard City Clerk Associations and Employee shall have the right to attend meetings of such associations if such meetings are conducted within the State of California and do not interfere with Employee's duties as City Clerk. Attendance at association meetings longer than one day or outside the State of California shall be approved in advance by the City Manager.

K. General Expenses

The City recognizes that the Employee will from time to time incur certain expenses of a non-personal and job-related nature. City agrees to reimburse Employee for reasonable and necessary expenses pursuant to any policies and budget that the City may from time to time approve.

L. Termination of Employment. Resignation and Severance.

- 1) City Manager has the right to terminate this Agreement at any time for any or no reason, provided such reason is not unlawful.
- 2) In the event of termination by the City Manager, excepting termination due to Employee misconduct, Employee shall be entitled to receive three (3) months' salary, accumulated leave up to the date of termination as outlined in Section F, and health and other insurance benefits as outlined in Section E. "Misconduct" means conviction of a misdemeanor involving moral turpitude, any felony, or willful abandonment of Employee's duties.
- 3) The parties agree that the severance compensation requirements set forth in this Section shall not limit the City Manager's discretion to terminate Employee, but rather shall serve as a means for determining the amount due Employee in the event of such termination.
- 4) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with City, subject only to Employee giving City thirty (30) days prior written notice. This notice may be waived at the discretion of the City Manager, and Employee's resignation may be considered effective as of the date that notice is given.

M. Jury Duty:

Employee will receive full pay and benefits while serving on a jury trial. Any compensation for such jury duty (except travel pay) shall be returned to the City.

N. Notices:

Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by First Class Mail. Mailed notices shall be addressed to the parties at the addresses maintained in the personal records of City, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

O. Entire Agreement.

This Employment Agreement supersedes any and all other agreements, either oral or

written, between the parties hereto with respect to the employment of Employee by City and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Employment Agreement acknowledges that representation, inducement, promise, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Employment Agreement shall be valid or binding on either party.

P. Modifications.

Any modifications of this Employment Agreement will be effective only if it is in writing and signed by the parties.

Q. Effect of Waiver.

The failure of either party to insist on strict compliance with any other terms, covenants, or conditions of this Employment Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of that right or power for all or any other times.

R. Partial Invalidity.

If any provision in this Employment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

S. Governing Law.

This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California, in force and effect as of the date of execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EMPLOYEE

By:



Maria Morris

CITY OF SAN JUAN CAPISTRANO

By:



Troy Bourne, Mayor

ATTEST:



Assistant City Clerk

APPROVED AS TO FORM:



Jeff Ballinger, City Attorney