

## **AGREEMENT FOR CONTINUED EMPLOYMENT OF GENERAL MANAGER**

This AGREEMENT FOR CONTINUED EMPLOYMENT OF GENERAL MANAGER (“Agreement”) is entered into effective on the 19<sup>th</sup> day of May, 2025 (“Effective Date”) by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a public agency and water conservation district duly formed and existing under the Water Conservation Act, California Water Code sections 74000 *et seq.* (“District”) and Betsy Miller (“Employee”) on the terms and conditions stated herein. This Agreement follows a prior Agreement between the parties dated May 19, 2025, and is intended to replace, and supersede in its entirety, that prior agreement.

### **1. Duties of Employee**

A. District hereby agrees to employ Employee, and Employee hereby accepts employment with District, as District’s General Manager, beginning on the Effective Date. Employee shall perform all managerial duties of the District, including, but not limited to, all of those duties set forth in Resolutions Nos. 587 and 604, copies of which are attached hereto as Exhibits A and B, and incorporated herein by reference, and as may be amended. Employee shall perform such other legally permissible and proper duties as may be necessary or beneficial to manage and conduct the District’s business and operations, as the District’s Board of Directors may assign or require. Employee agrees to fulfill and abide by the terms of Resolution Nos. 587 and 604, and by all other District adopted policies and procedures. Employee specifically will work to implement the Board of Director’s approved Strategic Plan, and Policies and the Priorities establishes each January, including any additions or changes to the priorities made by the Board from time to time.

B. It is expressly understood that Employee shall be required to devote full time and effort to the business of the District during the term of this Agreement. This Agreement shall not be interpreted to prohibit Employee from making personal investments, conducting private business affairs, or pursuing personal political activities, so long as such activities do not materially interfere with the duties and services Employee is required to perform under this Agreement.

C. It is no longer the duty of the Employee acting as General Manager to serve also as the Executive Director and Chief Financial Officer of the San Bernardino Valley Conservation Trust (“SBVCT”), and Employee shall have no continuing duties or obligations in this regard following the Effective Date of this Agreement.

### **2. Term of Agreement and At-Will Status**

A. Employee shall serve at the pleasure of the District’s Board of Directors and is specifically employed on an “at-will” basis. Employee’s employment hereunder may be terminated at any time by a majority vote of the District’s Board of Directors, with or without cause.

B. This Agreement shall commence as of May 19, 2025, and shall remain in effect until May 18, 2028, unless terminated earlier in accordance with the provisions of this Agreement.

**3. Termination and Severance**

This Agreement may be terminated by District at any time, with or without cause, consistent with Employee's at will status. This Agreement may be terminated by Employee upon no less than sixty (60) days written notice to the President of the Board of Directors of the intent to resign, retire, or otherwise separate from employment with the District. In the event of termination by Employee, Employee's employment shall be terminated at the end of the 60-day period, unless District's Board of Directors determines, in its sole discretion, to designate the operative date of the termination at an earlier date. Employee and District may, by mutual agreement, extend Employee's termination date beyond the 60-day notice period.

Upon termination or other separation from employment with the District, Employee shall be paid all accrued salary and benefits, including a pro rata monthly amount for any partial year, and for all accrued, unused vacation, and compensable sick leave consistent with the District's Personnel Manual policies applicable to other District employees in effect at the time of separation or termination. Upon termination or separation, Employee shall turn over to the District all District's property, including but not limited to, any credit cards, computer hardware or software, and all files, reports, or presentation materials.

If Employee's employment is terminated without cause, Employee shall, upon delivery to the District of a signed full waiver and release of claims for any claims, demands, or causes of action arising out of her employment, be entitled to payment of the lesser of the following number amount of months' base salary at Employee's then-current rate, exclusive of merit bonus pay or any other benefits, or the same amounts as may be applicable to the number of months remaining in the contract term:

|   |          |
|---|----------|
| YEAR 1 (until May 19, 2026);                | 4 months |
| YEAR 2 (from May 20, 2026 to May 19, 2027): | 5 months |
| YEAR 3 (from May 20, 2027 to May 19, 2028); | 6 months |

**4. Disability**

In the event Employee becomes permanently disabled or is otherwise unable to perform her duties, as determined by a licensed physician designated by the District's Board of Directors, because of sickness, accident, injury, mental incapacity or other medical condition ("qualifying event") for a period of twelve (12) weeks in any one (1) year period measured from the first date of absence for such reason, this absence shall be defined as "FMLA/CFRA Leave" for a qualifying event. During the Employee's FMLA/CFRA Leave, to the extent Employee seeks such leave to be compensated, and except as otherwise provided in Paragraph 13 regarding Maternity Leave below, Employee shall be required to utilize all accrued and unused sick leave and paid leave concurrently during this time period. Employee may choose to take unpaid leave, consistent with time frames provided by the FMLA/CFRA, at her option, in which case no vacation or sick leave shall be required. Employee, in her capacity as General Manager, is deemed a key employee under

the FMLA/CFRA. Employee is therefore not entitled to reinstatement to her former position of General Manager at the expiration of the FMLA/CFRA Leave of twelve (12) weeks in a one (1) year period measured from the first day of Employee's absence for a qualifying event, and such inability to return to work constitutes just cause for Employee's termination.

## **5. Salary**

Employee shall be paid as determined by the Board of Directors, in accordance with District's standard payroll procedures. Employee's base salary for the first year of this contract shall be Three hundred Nine thousand Nine hundred Forty-Seven dollars and Seventy cents (\$309,947.70). Beginning in the second year of the term of this contract, Employee shall receive a Cost of Living ("COLA") adjustment to her base salary amount, in the same percentage as the COLA adjustment granted to other COLA-eligible employees of the District, to be effective at the same time such other employees' COLA adjustments are effective.

Employee's performance shall be subject to review by the District's Board of Directors, or any committee of the Board to which such responsibility has been delegated, and shall occur at least once before the anniversary of the Effective Date. Such review shall serve as the basis for any salary adjustment or benefits adjustment during the remaining term of this Agreement, and consideration of extension of this Agreement at the end of its term. Such review shall also serve as the basis for any determination of a discretionary merit performance bonus, as provided below.

Employee shall be eligible for an annual merit performance bonus, in addition to the salary provided for herein, in an amount up to fifteen thousand dollars (\$15,000.00). Such merit performance bonus may be awarded by the Board of Directors in its sole and absolute discretion, in any amount up to fifteen thousand dollars (\$15,000.00), or no amount at all, or any figure in between. The merit performance bonus shall be determined based upon Employee's perceived progress in successfully implementing the District Strategic Plan, Policies, and Priorities as referenced in paragraph 1(A) above. Employee's job performance may be evaluated by the Board of Directors at any time, but Board consideration of salary adjustment, benefits adjustment, or merit performance bonus shall be made only one time per year. The merit performance bonus shall be in addition to the base salary provided for hereunder, but shall not be included as salary for determination of Employee's base salary for any future extension of this Agreement to subsequent employment terms, nor for any other retirement or other benefits. Any base salary increase or Cost of Living increase that may be made to Employee's salary in subsequent years shall be credited as additional salary for consideration of any future base year salary for Employee, however, to the effect that only the merit performance bonus shall be excluded from Employee's future base salary determination. It shall be the responsibility of Employee to work with the Board President to place Employee's reviews and consideration of salary adjustments on a meeting agenda for consideration by the Board of Directors in a timely fashion, and to place before the Board any consideration of extension or renewal of this Agreement at the end of its three (3)-year term no later than six (6) months prior to the expiration of such term.

## **6. Uniqueness of Services**

Employee represents and agrees that the services to be performed by this Agreement are special, unique, unusual, extraordinary, and of an intellectual character, that gives her a peculiar

value to the District, the loss of which cannot be reasonably or adequately compensated for monetary damages.

**7. Vacation**

As of the Effective Date, Employee has accrued vacation in the amount of one hundred thirty-six (136) hours. In addition to any vacation already accrued by Employee in her prior employment tenure with the District, Employee shall accrue additional vacation at a rate of 13.33 hours per month of completed employment, up to a maximum total accrual of three hundred sixty (360) hours. Employee may at any time elect to cash out some or all of then-currently accrued vacation. Any unused vacation or compensable sick leave shall be compensated at the base salary rate in effect when paid.

**8. Sick Leave**

Sick leave is a protection to Employee granted by District to assist Employee in times or circumstances of illness, incapacity, or physical adversity, and is intended to serve as a protection for Employee's health and welfare; it is not an earned right to time off work. In addition to any sick leave already accrued by Employee in her prior employment tenure with the District, Employee shall accrue sick leave at a rate of one (1) day per month of completed employment as stipulated in the Personnel Manual for all employees, except the Manager may accrue sick time without limitation during the term of employment and may at any time elect to cash out for compensation some or all of currently accrued sick time, provided such cash out is consistent with sick leave compensability amounts provided for other employees in the District's Personnel Manual in effect at the time.

Except as otherwise specifically provided for herein, any sick leave which has accrued but is unused and not cashed out by Employee at the time of termination of Employee's employment shall be treated in the same manner as sick leave upon termination for District's employees, as provided for in the District's Employee Handbook in effect at the time of Employee's termination of employment.

**9. Executive Leave**

Employee shall be entitled to Executive Leave in addition to accrued vacation and sick leave. Such Executive Leave will be granted at the beginning of each Fiscal Year in the amount to forty (40) hours in FY26, eighty (80) hours in FY27, and one hundred (100) hours in FY28, for a three-year aggregate of Two Hundred Twenty (220) hours. The Executive Leave that is not used within the Fiscal Year in which it was granted will be lost, and will not accrue as vacation or other compensable time off for payout purposes upon separation, and will not carry over year to year.

**10. Mileage Reimbursement**

Employee shall be reimbursed for actual mileage travelled in Employee's own automobile, for such meetings and other events outside of the District's main offices as District reasonably requires Employee to attend. Mileage for commuting to and from employee's residence to the District offices shall not be eligible for reimbursement. Reimbursement shall be at the IRS forced mileage rate then in effect. Employee shall maintain collision and liability insurance on any

automobile Employee uses for any District business, at Employee's own expense, with coverage no less than \$100,000 per occurrence, \$300,000 per incident.

**11. Retirement and Other Benefits**

Employee shall be provided medical, dental, and vision benefits under District's medical and health insurance policies in effect as of the Effective Date, at District's expense, and as such medical and health insurance benefits may change through action of the District's Board of Directors, over the course of Employee's employment. Employee shall be provided with retirement benefit contributions covering both the employer and percentage of the employee cost in accordance with District Policy applicable to District's employees, at District's expense under District's PERS retirement plan participation, at the 2.5% at 55 rate in effect on the Effective Date, and as may be thereafter be amended or further defined by District's Board of Directors. Employee shall also be entitled to reimbursement for the cost of any term life insurance policy she may choose to take out on herself, of premium costs up to One Thousand Dollars (\$1,000.00) for each year this Agreement is in effect.

**12. Expense Reimbursements**

Employee may receive reimbursement for expenses incurred by Employee in the direct prosecution of the District's business, as may be approved by the District's Board of Directors. Such expenses may be reimbursed regularly as they are incurred, and submitted to the Board monthly for ratification, or otherwise processed in compliance with any policies or procedures the District's Board of Directors has adopted or may adopt, which are applicable to the General Manager. Employee shall be provided with a cellular phone reimbursement allowance in accordance with District Policy applicable to District's employees. In all cases, final approval of all such expenses rests with the District's President or Vice President.

**13. Professional Development**

In addition to vacation and administrative leave, Employee shall be entitled to one (1) week of paid time off work annually, to pursue classes, seminars, or other professional development courses or training. Such courses or training shall be as selected by Employee, and approved in advance in writing by the District's Board of Directors. Prior to enrolling in any such training or courses, Employee shall secure approval of the District's Board of Directors of the course, its location, any travel, lodging, and tuition or course enrollment fee costs, which may be reasonably estimated, if not capable of being ascertained precisely at the time of consideration by the District's Board of Directors. Employee shall be responsible to schedule such courses or training at such times that Employee's duties and responsibilities are not unreasonably impacted.

**14. Maternity Leave**

In the event Employee experiences pregnancy disability, and notwithstanding Section 4 above, Employee shall be entitled to up to six (6) weeks of paid maternity leave. Such maternity leave pay may be taken as full pay for six (6) weeks, or one-half pay for twelve (12) weeks, at Employee's option. Such maternity leave shall not disqualify Employee for any FMLA/CFRA leave Employee may otherwise qualify for arising out of any reason other than pregnancy within the applicable twelve (12) month period.

**15. Integration**

This Agreement contains the entire agreement between the District and Employee, and supersedes any and all prior negotiations, representations, or agreements, oral, written or otherwise. This Agreement may only be modified by an instrument in writing signed by both parties, and approved by District's Board of Directors.

**16. Waiver**

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

**17. Governing Law**

This Agreement is entered into, and is to be governed by, the laws of the State of California.

**18. Severance**

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

Dated: May 21, 2025

SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT

By: Melody McDonald  
Melody McDonald, President  
"District"

Dated: May 21, 2025

By: Betsy Miller  
Betsy Miller  
"Employee"

ATTACHMENT

Exhibit A Resolution No. 587  
Exhibit B Resolution No. 604