

**MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
EMPLOYMENT AGREEMENT**

This Agreement entered into _____, 2018, by and between the MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION, ("MCERA"), and JAMES WILBANKS, ("EMPLOYEE").

The parties to this Agreement jointly agree to the following terms and conditions of employment of EMPLOYEE in the position of Mendocino County Retirement Administrator.

1. DUTIES AND RESPONSIBILITIES:

EMPLOYEE is retained to serve as the Administrator of the Mendocino County Employees' Retirement Association to carry out the duties and responsibilities and administer the Retirement System as set forth in Government Code Sections 31450 et seq. and as otherwise directed by the Mendocino County Employees' Retirement Association Board of Retirement. In accordance with Government Code Section 31522.2, EMPLOYEE will serve at the will and pleasure of and may be dismissed at the will of the Mendocino County Board of Retirement. EMPLOYEE understands and agrees that specific charges, a statement of reasons, or good cause shall not be required for the dismissal of EMPLOYEE by the Board. EMPLOYEE expressly waives and disclaims any right to a pre-termination or post-termination notice or hearing regarding termination. The Administrator position is to be included in the salary ordinance/resolution adopted by the Mendocino County Board of Supervisors.

2. TERM OF AGREEMENT:

The term of this Agreement shall commence on December 1, 2018 and shall continue in full force and effect until December 31, 2021, unless terminated in accordance with paragraphs 1 and 7 of this Agreement.

3. COMPENSATION:

In consideration of the covenants, conditions, agreements and stipulations agreed to by EMPLOYEE, EMPLOYEE is entitled to the following compensation:

A. Salary:

Starting December 1, 2018, EMPLOYEE shall receive an annual salary of \$157,000 payable on a bi-weekly basis. EMPLOYEE shall receive a 3% salary increase every January 1 during the term of this agreement. EMPLOYEE will receive no other salary increases, regardless of increases County department heads receive.

B. Housing Allowance:

EMPLOYEE shall receive a monthly housing allowance of \$500. These monthly payments will be taxable and, consistent with Government Code Section 7522.34 and Mendocino County Employee's Retirement Association Resolution 2017-09, or subsequent resolutions defining pensionable compensation, will not be considered pensionable compensation.

C. Performance/Longevity Bonus:

EMPLOYEE shall receive a performance/longevity bonus of \$15,000 on December 31 each year during the term of this agreement. Employee shall only receive the performance/longevity bonus in a given year if EMPLOYEE has earned a rating of at least "Meets Expectations" on the most recent annual performance evaluation and EMPLOYEE is still actively employed as Retirement Administrator on December 31 of said year. This payment will be taxable, and consistent with Government Code Section 7522.34 and Mendocino County Employee's Retirement Association Resolution 2017-09, or subsequent resolutions defining pensionable compensation, will not be considered pensionable compensation.

D. Vacation, Sick Leave, Holidays:

a) Vacation: Vacation shall accrue at the rate of 7.694 hours per pay period. (Maximum accrual in bank is 440 hours.) Upon separation from employment, EMPLOYEE shall be paid for all accrued vacation time in accordance with County policy.

b) Sick Leave: Sick leave shall accrue at a rate of 4.612 hours per bi-weekly pay period. (120 hours per year.)

c) Holiday: EMPLOYEE is entitled to eleven (11) paid holidays per year.

E. Health, Disability and Life Insurance Benefits:

EMPLOYEE shall be eligible to receive basic life and accidental death and dismemberment consistent with that which is provided to all other department heads in attachment "A" (DEPARTMENT HEAD Benefits). EMPLOYEE shall be eligible to receive health, vision dental and comprehensive medical benefits consistent with those offered to all County employees.

4. EMPLOYEE PERFORMANCE EVALUATION:

MCERA shall review and evaluate EMPLOYEE annually, unless the Board of Retirement determines a more frequent performance review is necessary. Performance

objectives will be established and reviewed at each evaluation to ensure progress toward organizational goals and employee development. The current Retirement Administrator job description is included as attachment B to this contract.

5. WAIVERS OR MODIFICATION:

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless said waiver, alteration or modification is in writing and signed by a duly authorized representative of MCERA and EMPLOYEE.

6. INTEREST OF CONTRACT EMPLOYEE:

EMPLOYEE declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to the Agreement, and that he shall not in the future acquire any such interest. EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Code Sections 87100 et seq., including regulation promulgated by the California Fair Political Practices Commission.

7. TERMINATION:

A. Termination Without Cause:

Either party may terminate this Agreement by written notice. EMPLOYEE is required to provide ninety days written notice to the Board of Retirement. In the event the Board of Retirement terminates this contract under this subsection, MCERA is required to provide six months of notice or the equivalent in salary plus employer provided life, health, dental and other insurance benefits to EMPLOYEE.

B. Termination With Cause:

MCERA may terminate EMPLOYEE's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. After termination for just cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with MCERA. Just cause includes, but is not limited to, the type of misconduct listed in Rule 11, Section 3B of the Mendocino County Civil Services Rules.

8. SEVERABILITY:

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

9. GOVERNING LAW:

The laws of the State of California shall govern this Agreement.

10. TIME:

Time is of the essence.

11. NOTICES:

All notices that are required to be given by one party to the other under the Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at their current addresses, unless such addresses are changed by notice in writing, to the other party.

12. TELEWORK:

Subject to the following conditions, EMPLOYEE will be permitted to work from home.

A. Injuries While Working From Home:

If EMPLOYEE is injured while working at home, he shall follow all applicable policies and procedures for reporting on-the-job injuries.

B. Cell Phone And Computer:

EMPLOYEE shall only use his MCERA issued cell phone and laptop for work. EMPLOYEE shall not use any other phone or computer for work-related purposes.

C. Home Expenses:

MCERA shall not be responsible for any costs or expenses incurred by EMPLOYEE for teleworking.

D. Telework Schedule:

EMPLOYEE is allowed to telework every other month for a maximum of 15 work days. EMPLOYEE is expected to be in attendance at every Board Meeting.

E. Termination of Telework:

The Board may terminate EMPLOYEE'S ability to telework at any time, for any reason, by giving EMPLOYEE 90 days' notice.

F. Review of Telework:

The Board will review the efficiency of teleworking annually during EMPLOYEE'S Performance Evaluation, or more often as needed.

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

**MENDOCINO COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION:**

EMPLOYEE:

By: _____
Dan Gjerde, Board of
Retirement Chair

By: _____
James Wilbanks

ATTEST:

By _____
Judy Zeller, Administrative Assistant

APPROVED AS TO FORM:

By: _____
Jeff Berk, MCERA Legal Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTACHMENT A

DEPARTMENT HEAD Benefits

ATTACHMENT B

Retirement Administrator Job Description