

CITY OF ROCKLIN
AGREEMENT FOR EMPLOYMENT

This Employment Agreement (“**Agreement**”) is entered into by and between the City of Rocklin (“**City**”), a general law city, and Tameka Usher (“**Employee**”), an individual, both of whom agree as follows:

1. Appointment of Director of Human Resources:

The City Manager of the City hereby appoints Employee to the position of Director of Human Resources, in and for the City of Rocklin, California.

2. Term of Agreement:

The initial term of this Agreement shall be approximately Forty-Eight (48) months (“**Initial Term**”) commencing on March 18, 2021 (“**Effective Date**”), and continuing until March 17, 2025 unless earlier terminated pursuant to the provisions of paragraph 5. The terms and conditions of employment set forth in the Agreement will expire upon the expiration or termination of this Agreement.

3. At-Will Employment:

Employee is an “at will” employee who shall serve at the pleasure of the City Manager. Accordingly, the City Manager may terminate Employee’s employment at any time, with or without cause. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the City Manager to terminate Employee’s employment.

4. Duties and Responsibilities:

a. Employee shall serve as the Director of Human Resources for the City and she shall be vested with the powers, duties and responsibilities set forth in the Rocklin Municipal Code and California law. Employee shall perform the functions and duties specified under the laws of the State of California; the Rocklin Municipal Code; the Ordinances and Resolutions of the City; and such other duties and functions as the City Manager may from time-to-time assign.

b. Employee agrees to devote her productive time, ability and attention to the City’s business. For the duration of this Agreement, Employee shall not hold any secondary employment, and shall be employed exclusively by the City, subject to any exceptions approved in writing by the City Manager. As an exempt employee, Employee shall not receive overtime or extra compensation for work performed outside normal business hours.

5. Termination of Employment and Severance:

- a. Employee may terminate this Agreement with or without cause, by giving the City sixty (60) days written notice in advance of termination, unless the parties otherwise agree. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect.
- b. The City Manager may terminate this Agreement with or without cause, subject to any limitations in the City Code at the time of termination.
- c. If Employee is asked to resign or is terminated or removed from employment by the City Manager with or without cause, then Employee shall be paid for accrued, but unused vacation leave and accrued and unused sick leave, in accordance with the provisions set forth in the City Rules, Regulations, Benefits and Policies Relating to Management Employees in effect at the time of termination. Employee shall not be paid for any unused management leave. Such payments for eligible, accrued and unused vacation, and/or sick leave will be paid on the final paycheck issued to Employee in accordance with the City of Rocklin payroll schedule.

If Employee is terminated or removed from office without cause, Employee shall also be eligible to receive the following severance benefit: a cash payment equivalent to the sum of Employee's then-current monthly base salary multiplied by three (3). Eligibility for this severance benefit is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City, its Councilmembers, officers, and employees, and (ii) a covenant not to sue any of those parties, in a form acceptable to the City Attorney. The severance payment of the base salary may be made on a prorated, monthly basis over the three (3) months, or paid in lump sum, at the City's sole discretion. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section.

- d. If Employee is terminated for "**cause**," the City shall not owe any Severance under this Agreement. A for "**cause**" termination under this Agreement shall only include (1) willful misconduct, (2) malfeasance, (3) any act of moral turpitude or dishonesty for personal gain, (4) improper use of City funds or property, (5) a material violation of City policies or procedures or (6) following conviction of or pleading nolo contendere to a felony or misdemeanor relating to Employee's fitness to perform her assigned duties.

6. Compensation:

- a. The salary for the position of Director of Human Resources shall be fifteen thousand five hundred twenty four dollars and fifty eight cents (\$15,524.58) per month.
- b. Employee shall be paid at the same intervals and in the same manner as other City employees.
- c. The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the Employee, unless as part of a general City management salary reduction or furlough, and then in no greater percentage than the average reduction or furlough of all designated management employees.
- d. Employee shall receive the benefits identified in Exhibit A to this Agreement. However, City reserves the right to make changes from time to time in the benefits offered and the cost of such benefits to employees, as long as such changes apply to all designated management employees.

7. Indemnification:

The City shall defend, hold harmless and indemnify Employee against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of her duties. Such indemnity shall cover Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee.

The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by Employee must be made with the prior approval of Employer in order for indemnification, as provided in this Section, to be available.

The City's obligation to defend and indemnify Employee is contingent on Employee's cooperation with the City, and with defense counsel. In addition, the City's obligation is contingent on Employee's conduct having occurred within the course and scope of her employment.

In the event of a claim or litigation against both the City and Employee, the City may retain a single attorney to defend both parties, unless there appears to be a conflict in the positions of the City and Employee. In the event that there is a conflict between the City and Employee, then separate counsel shall be retained for each party, and Employer shall pay for both attorneys.

8. Notices:

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

a. City:
Attn: City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

b. Employee:
Tameka Usher



Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

9. Performance Evaluations:

The City Manager shall review and evaluate the performance of Employee at least every twelve (12) months, and in consultation with Employee, the City Manager shall establish annual goals and performance objectives.

10. Training:

Employee is encouraged to maintain memberships in and to attend conferences of appropriate professional organizations. Employee's annual budget for such memberships and conferences, including travel and related expenses shall be as included in the City of Rocklin's adopted annual budget. All expense reimbursements are subject to the City policies and limited by budget line items approved by the City Council from time to time.

12. Miscellaneous:

a. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

b. If any provision, or any portion thereof, contained in this Agreement is held

unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

- c. This Agreement shall be governed by the laws of the State of California.
- d. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- e. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.
- f. In compliance with Government Code sections 53243, 53243.1, and 53243.2, if Employee is convicted of a crime involving an abuse of Employee's office or position, all of the following shall apply:
 - i. If Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse City for such amounts paid;
 - ii. If City pays for the criminal legal defense of Employee (which would be at its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and
 - iii. If this Agreement is terminated based on actions underlying such conviction, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to the City by Employee or void if not yet paid to Employee.
 - iv. For purposes of this subsection, "abuse of office or position" means either (a) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
- g. This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager, and Employee has signed and executed this Agreement, on the day and year written below.

“EMPLOYEE”

DATED: _____, 2021

TAMEKA USHER, EMPLOYEE

“CITY”

DATED: _____, 2021

ALY ZIMMERMANN, CITY MANAGER

APPROVED AS TO FORM:

SHERI M. CHAPMAN, CITY ATTORNEY

ATTEST:

HOPE ITHURBURN, CITY CLERK

EXHIBIT A

EMPLOYEE BENEFITS

Employment Benefits are administered in accordance with the City of Rocklin Rules, Regulations, Benefits and Policies as amended and updated periodically. Following is a summary of benefits:

- **Health, Vision, Dental, Retirement Benefits**

Employee shall receive the same insurance benefits as other management employees which includes the City paying a portion of the applicable insurance premiums for major medical (family coverage), dental (family coverage), vision (family coverage).

Employee, as a CalPERS PEPRA Employee shall be covered by the CalPERS Retirement Formula 2% @ 62 plan, with an average of the three highest years of service compensation, as required by law. Employee will make employee retirement contributions as required by State law, and in addition will contribute two percent of his/her salary toward the City's employer retirement contribution.

- **Vacation**

Employee shall accrue vacation leave at a rate of one hundred sixty (160) hours per year, with a cap of 232 hours in accordance with the policy for other management employees. Upon separation from the City, Employee shall be paid for all accrued and unused vacation leave based upon her base salary on the date of separation, in accordance with the policy for management employees.

- **Management Leave**

Employee shall be credited with eighty (80) hours of management leave annually, in accordance with the policy for other management employees. For the first year of employment, Employee will be credited with a prorated amount of management leave. Management leave is administered pursuant to the City's policies for management employees. Management leave is not cumulative from year to year and may not be cashed out in lieu of use.

- **Sick Leave**

Employee shall accrue and may use sick leave in accordance with City policies for management employees. Employee shall accrue ninety-six (96) hours of sick leave annually. Upon separation of employment from the City, Employee shall receive reimbursement for accrued and unused sick leave pursuant to the City policies for management employees.

- **Holidays**

Employee shall be entitled to all holidays that are provided to other management employees.

Holiday Furlough: The City may schedule a mandatory work furlough between the Christmas and New Year's holidays each year. Establishment of such a furlough will be at the City's sole discretion. During the furlough period, Employee may use accrued vacation, management leave, or take the time off without pay.

- **Automobile & Cell Phone Allowance**

Employee will receive an Automobile and Cell Phone Allowance in the amount of three thousand dollars (\$3,000) annually, which will be paid to Employee by the City over 26 installments in accordance with the City of Rocklin payroll schedule.

- **Expense Reimbursement**

City will reimburse Employee for normal business expenses subject to Employee submitting an appropriate invoice or City will make direct payment to vendors as determined by the City for routine business expenses such as: (a) travel on City business, and, (b) membership in community organizations as a representative of the City.

- **Deferred Compensation**

City shall make available to Employee a deferred compensation plan administered by a vendor providing services to City employees. City shall contribute a yearly amount of \$4,200 to Employee's deferred compensation plan, which contributions shall be made periodically consistent with the City's deferred compensation payment schedule.

- **Additional Benefits**

Employee shall receive any additional benefits that are provided, or may be provided in the future, to other management employees of the City as expressly specified in the City's Rules, Regulations, Benefits and Policies as amended from time to time.

END OF EXHIBIT