

WRIGHTWOOD
COMMUNITY
SERVICES DISTRICT

July 9, 2019

SPECIAL
BOARD MEETING



WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397

Notice

Special Meeting of the Board of Directors

Tuesday, July 9, 2019-6:00 pm

Old Fire House

6000 Cedar St, Wrightwood, CA

Agenda

6:00 PM – Call to Order

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Public Comments: *Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought to participate in the above-agenized public meeting, should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is not within the subject matter jurisdiction of the Board may do so now. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Pursuant to Section 2.3.2 of Ordinance No 2019-03 adopted by the Board on April 2, 2019, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
5. General Manager Candidate Interviews and Possible Appointment
6. Recess to Closed Session:
Public Employee Appointment (Government Code Section 54957)
Title: General Manager
7. Return to Open Session: Announcement of any Reportable Closed Session Actions
8. Directors Comments
9. Future Board Meeting and Agenda Items – August 6, 2019
10. Adjournment

The Vision of the Wrightwood Community Services District is:

To Empower our community to have local control by serving as a platform for community discussion, cohesion and action in the areas of parks and recreation, street lighting, solid waste and recycling and wastewater planning and engineering.

To promote and grow a vibrant parks and recreation department for our community.

To maintain and enhance our current infrastructure To economize our solid waste process and maximize our efficiency in executing them

To protect our natural resources through evaluating community wastewater needs

To meet all these ends in a fiscally responsible manner

**Wrightwood Community
Services District**

The Mission

To provide local governance in the areas of parks and recreation, street lighting, solid waste and recycling and wastewater planning and engineering in a fiscally responsible manner.

ITEM 5

GENERAL MANAGER CANDIDATE

INTERVIEWS AND POSSIBLE APPOINTMENT



Subject: General manager position
From: Janelle Duguay <jnellduguay@yahoo.com>
Date: 6/24/2019, 10:37 AM
To: leo@wrightwoodcsd.org, chuck@wrightwoodcsd.org

Good morning,

My name is Janelle Duguay and I am applying for the General Manager position. I am a resident of Wrightwood and look forward to hearing from you. I have attached my resume, if you have any questions please feel free to call or email me.

Thank you for your time,

Janelle Duguay Sent from my iPhone

—Attachments:—

Janelle Duguay Resume.docx

15.1 KB

Janelle Duguay
Wrightwood, Ca. 92397
661.494.9041
Jnellduguay@yahoo.com

Objective

Position, which will allow me to utilize my relationship building and accounting skills for the benefit of my employer. To utilize my 10 years experience in accounting, relationship building, and organizational skills to benefit my employer by increasing profit for the customer, and my employer. Utilize my skills to assist my employer in customer retention, maximize efficiency, and maintain a profitable portfolio.

Profile

Motivated, personable, account management, professional, with over 10 years experience in account management and relationship building. I have worked for small and large companies which I was responsible for maintaining customer relationships through offering products, problem resolution, processing documents, and maintaining an accounts receivable and payable portfolio. I have experience working with multiple partners inside and outside of our company.

Skills Summary

- Relationship Building
- Customer Service
- Multiple Platforms, Office Software
- Accounts Receivable, Payable, and Corporate Bank Statement Management
- Data processing
- Reading and Interpreting Credit Reports
- Human Resources - Conducting New Hire Interviews, Administering Employee Reviews, and Employee Dismissal
- Employee Management and Scheduling
- Marketing Coordination
- Verification of Customer Information, with Customer, Utilizing Documentation, and 3rd Party Verification sources
- Report Proficiency

WORK EXPERIENCE

Smith Ironworks/ Office Manager

December 2017-Current

Oversee and review all contract documents for construction projects
Managing billing and billing procedures
Approving timesheet/payroll
Oversee the organization and management of all office procedures
Work directly with HR for New hire/termination processes including interviewing candidates
Ensure 15-20 employees are following tasks and company procedures
Job costing for Project management
Implementing new policy and procedure for financial efficiencies
Streamline workflow

Ross Staffing /

All American Asphalt

April 2017 to December 2017

Invoice Review, Analyze incoming invoices for accuracy received from sub-contractors
Accounts Payable, verify billing and release construction project payouts
Lien verification, verification of invoicing from sub-contractors, collection conditional and unconditional lien waivers
Data entry, input of approved vendors, payment processing for utility and project management

AR Billing Administrator

SDI Inc

October 2017 to Present

Accounts Receivable with Sage accounting program on 15 to 20 construction projects
Project document management to include Job Proposal/Bid Response, Liens, License, Billing, WIP and Change Orders
Revenue Reports
Invoicing, Collections, Credit references, Processing Payments/ Payment Plans
Project Scheduling
Human Resource responsibilities

Funding Specialist

Gateway One Lending & Finance

March 2015 to January 2016

Data entry into Oracle system.
Processing and verifying auto loan documents and Data
Validating loan approval within deadline and goal settings
Verifying loans are within company policy and procedures
Checking and reviewing credit reports
Interviewing customers applying for auto loans
Retrieving needed documents for processing approval
Processed an average of 130 contract packages a month for \$2.8 million dollars

Office Manager

K.C.'s Custom Moldings

April 2010 to March 2015

Accounts Payable- paying all bills to suppliers, and other company cost.
Accounts Receivable- The organizing, Imputing and depositing of all payment made to the company.
Managed banking accounts
Human Resources-Interviewing, new hire orientations, new hire paperwork, and employee dismissal.
(managed five employees) Schedules, time management of projects.
Basic office duties- filing, invoicing, organization
Computer data imputing- Excel and other Microsoft office programs.
Customers Services- Answering Multiple Phone lines, answering customer questions, sales.
Marketing- Social Media and contact development
Events coordinator- marketing events, meeting coordinator, travel planning.

Office Manager

Foothills Family Chiropractic

December 2007 to September 2008

Accounts Payable- Paid suppliers, made orders for supplies.
Patient care- making sure patients received correct therapies.
Human Resources-Interviewing New Hires, conducting job reviews.
Managed three employees-Scheduling, helped to keep employees on task.
Marketing coordinator/ events planner- organized event for patient awareness, set up local business
cooperation to market for new patients, set up details for trade show events.
Basic office duties-filing, Medisoft, Excel, Power Point, scheduling, and time management

Executive Personal Assistant

K.C.'s Custom Molding

April 2000 to December 2007

Scheduling, filing, travel coordination, Executives personal accounts payable, personal time management for the owner/ CEO for a large company. Phones screening.
References will be given for employers interested in hiring.

EDUCATION

Bachelor's- Criminal Behavior 2016 Western International University

Subject: General Manager Position
From: Lori Golden <lorilgolden@gmail.com>
Date: 6/7/2019, 2:19 PM
To: leo@wrightwoodcsd.org, chuck@wrightwoodcsd.org

To Whom It May Concern

My name is Lori Golden and I would like to apply for the open General Manager position with the Wrightwood CSD. I am attaching my resume for your review. I currently am considered retired but would like a part time position in order to give back to the community and also keep my skills fresh and my mind active. I have attended several of the CSD meetings and think I could fill the position and be an asset to your organization. Please feel free to contact me with any questions or concerns regarding this position.

Thank you for your time and consideration.

Sincerely
Lori Golden
626-827-8111

— Attachments: —

new resume.docx

126 KB

LORI GOLDEN

PO BOX 704
WRIGHTWOOD, CA 92397
626-827-8111

EXPERIENCE

Excel Scientific – Medical Supply Manufacturer 2017-2019 Victorville, CA
Sr. Accountant

- Responsible for month and year end closing, accounts payable, accounts receivable and payroll. Processed payroll using ADP Run. Assist CFO as needed. Processed 5 bank reconciliations and 3 different company's financials. Was directly responsible for collecting over \$30,000 in bad product claims that had been neglected for over a year.

First Service Residential – Property Management Company 2016 -2017
Upland, CA
Assistant Controller

- Responsible for month and year end closing for over 200 Homeowner Associations. Supervised 6 staff accountants and assisted Controller on corporate financials. Oversaw bank reconciliation and taxes.

Decorative Specialties – Multi- State Manufacturer 1996 – 2016
Monrovia, CA
Director of Finance

- Responsible for month and year end closing of 5 plants and corporate office including balancing accounts and producing journal entries in accordance with GAAP. Closing is finished within 5-8 days after inventory. Responsible for inventory reporting on a standard cost basis and majority of balance sheet accounts. Produce monthly and year end plant and consolidated financial statements for all 5 plants and 2 individual companies. Completed budget reporting for plants on a monthly, quarterly, and annual basis. Responsible for policy and programs within the accounting department. Responsible for sales and payroll tax returns for 2 companies and over 20 states each and also 5 plant/2 state property tax reporting. Assist the Vice

President of Finance as needed. Processed 8 bank reconciliations monthly. Supervised up to a staff of 6. Major contributor during Microsoft AX ERP transition in 2016.

Accounting Manager / Supervisor

- Supervised and trained A/P, A/R, and Payroll. Worked with Cost Accountants on determining and updating standard cost system. Major contact for the 2 companies with various government agencies, auditors, and CPAs. Completed 2 majors sales tax audits in 2010 with minimal changes to returns. Updated and balanced the fixed asset system to the General Ledger. Coordinated cost saving approach within the accounting department with various vendors and implemented lean accounting in 2012. Implemented new accounting systems MAS 500 in 2002. Coordinated bank changeover for more than 10 accounts in 2006, saving the company \$20,000 annually.

General Accountant

- Started with the company as General Accountant and was promoted to Accounting Supervisor, Accounting Manager and then Director of Finance

Vicenti, Lloyd & Stutzman 1993-1995 La Verne, CA
Sr. Accountant

- Completed client's financial statements, processed bank reconciliations and updated client's cost of goods sold and standard costs. Completed and filed client's payroll, sales, and property tax returns. Supervised staff accountants and client personnel as needed. Worked with Not for Profit, Local Education Agencies, and small government entities.

Productive Data Management 1989-1993 Los Angeles, CA
Sr. Accountant

- Processed payroll using ADP PCPERS systems. Responsible for month and year end entries and worked with outside CPA firm. Completed project budgeting and cost accounting on several projects. Responsible for bank reconciliations, accounts payable, and account receivable. Implemented inventory control system in 1990 and new accounting system in 1992.

EDUCATION

Bachelor's Degree in Accounting

Azusa Pacific University 1983-1988 Azusa, CA

Associate's Degree in Transportation

Mt. San Antonio College 1981-1983 Walnut, CA

References are available upon request

Subject: General Manager position
From: Eugene Lewis <eugene.lewis9@outlook.com>
Date: 6/10/2019, 9:52 PM
To: "leo@wrightwoodcsd.org" <leo@wrightwoodcsd.org>, "chuck@wrightwoodcsd.org" <chuck@wrightwoodcsd.org>

Hello,

I am interested in the General Manager position for Wrightwood CSD. I have attached a cover letter and my resume. I look forward to the opportunity to speak in person. Is there somewhere I can view the contract? I wasn't able to find it on the website.

Thank You,

Gino Lewis
Photojournalist
Mountaineer Progress

— Attachments: —

Cover Letter.pdf	62.6 KB
Resume.pdf	131 KB

June 10, 2019

Wrightwood Community Services District
PO Box 218
Wrightwood, CA 92397

Greetings,

I wanted to take a moment to introduce myself and explain my interest in the General Manager position. Wrightwood became my home almost two years ago, I would love nothing more than working in my home town. My experience in the mortgage industry more than qualifies me for the position. Day to day operations are a specialty of mine. I have over 20 years' experience performing the clerical tasks in the job description. Mortgage software is among the most complex out there, I could easily learn any computer program that was required.

Handling the town finances and making a budget will not be too large a responsibility, nor one I will take lightly. Managing a large pipeline in the mortgage industry requires expertise in financing. Each mortgage transaction has dozens of fees. It is my responsibility to explain these fees to clients, make sure they understand and get them the best possible deal. Many of my clients are low income earners who need me to find a way to save every possible penny. Honestly, the most experience I've gained managing a budget was when I was able to purchase a home in Southern California on a moderate single income.

As a Loan Processor I am the point of contact to all parties in a real estate transaction. Communication and customer service skills in high pressure situations are traits I use on a daily basis. I have worked with numerous down payment assistance programs, many of them are run by government agencies. There is possibly more red tape in the mortgage industry than any other due to the Dodd-Frank Act. Dealing with government agencies, reading legal contracts and drawing up proposals are common in my position.

Management skills are a must for anyone in the mortgage industry. The ability to manage multiple people during a transaction is key to getting referrals. I had the ability to stay employed in the mortgage industry through multiple slow-downs and recessions as a result of having these skills. That includes the financial crisis of 07-08. Actual management experience is something I have as a team lead and head trainer for the Miller Team at Paramount Residential Mortgage Group as shown on my resume.

I would truly to appreciate the opportunity to speak in person. Given the chance, I'm confident I could elaborate on how my skills will translate seamlessly to the position of General Manager for the Wrightwood Community Services District.

Sincerely,

Eugene "Gino" Lewis

Eugene H. Lewis
1604 Betty Street
Wrightwood, CA 92397
Phone: 626-806-2683
Email: eugene.lewis9@outlook.com

Dedicated, reliable mortgage professional with over 19 years' experience in wholesale and retail mortgage banking. Seeking a full-time position in Loan Processing. Open to new opportunities in other industries.

Employment History

- Mountain West Financial, Loan Processor, Mortgage Loan Originator:** **May 16-Current**
- Point of contact to all parties of the transaction including client, agents, escrow and lender.
 - Responsible for disclosures including initial, re-disclosure and closing disclosure.
 - Review all paperwork, order appraisal, submit to lender, submit prior to doc and funding conditions.
 - Responsible for all verifications including VOE, 4506 and credit supplements.
 - Thorough knowledge of Day 1 Certainty.
 - NMLS #1586712
- CLS Financial, Loan Coordinator, Loan Processor:** **Mar 15-May 16**
- Thorough knowledge of TRID and all recent changes to disclosure process.
 - Responsible for over 50 pricing and scenario tasks per week.
 - Taking phone applications and qualifying potential clients.
 - Face to face meetings with new and potential clients. Sort, log and scan paperwork.
 - Logging all phone calls, emails and correspondence with clients and agents in CRM.
- Paramount Residential Mortgage Group, DE Underwriter, Account Manager:** **Jun 08-Mar 15**
- Underwriter of FHA, Conventional and FHA Streamline loans. CHUMS #GA84.
 - Team lead for 5 Account Managers. Responsible for training all new employees on the Miller Team.
 - Sign off prior to doc, prior to funding conditions and appraisals. Calculate income, source deposits.
 - Serviced all VIP accounts and the top 3 producing AE's in our region, funded as many as 100 loans in a month.
 - Miller Team 2011 Employee of the Year.
- First Magnus Financial Corporation, Account Executive, Customer Service Representative:** **2000-2008**
- Top Producer, funding over \$10,000,000 on a consistent basis.
 - General procedures including customer service, answering multiple phone lines, data entry and telemarketing.
 - Thorough knowledge of DU and LP, numerous Loan Origination Systems and Presentation software.
 - Accessible and prompt turn around to the needs of over 200 brokers and loan officers.
 - Thorough knowledge of all available loan programs, First Magnus offered over 100 programs.

Publications

- Mountaineer Progress, Photojournalist:** **Jan 18-Current**
Sports Reporter, cover Serrano High School, interviewed Olympian Maddie Mastro.

Education

- Mt. San Antonio College, General Education/Real Estate:** **2004-2006**
- Citrus College, General Education/Business:** **1997-2002**

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 1, 2019, is by and between WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. (“Employer”), and _____, an individual (“Employee”). Employer and Employee agree to the following terms and conditions of employment:

1. Period of Employment.

- (a) Basic Term. Commencing on the date of this Agreement, Employer shall employ Employee on an at-will basis for a period of one (1) month, as may be extended under Section 1(b), unless Employee is terminated sooner in accordance with Section 4 below. As used herein, the phrase “Employment Term” shall refer to the entire period of employment of Employee by Employer hereunder, whether for the periods mentioned above or whether extended or earlier terminated as herein after provided.
- (b) Renewal. This Agreement shall be automatically renewed for an additional one (1) month period on the first day of each month during the Employment Term, unless Employer gives advance written notice of non-renewal to Employee at least ten (10) days prior to such date.

2. Duties and Responsibilities.

- (a) Position. Employee shall serve as the General Manager for Employer. In that capacity, Employee shall perform all services, acts, and functions set forth in the Job Description attached hereto as Exhibit “A” and incorporated herein by this reference, and as otherwise necessary or advisable to lawfully manage and conduct the business of Employer in accordance with all legal requirements and the policies, procedures, rules, and regulations established by Employer’s Board of Directors, and subject to the direction, prior consent, and subsequent ratification of Employer’s Board of Directors. This includes, but is not limited to, the hiring and firing of full-time, part-time, and temporary employees. Employee shall devote his or her best efforts and attention to the performance of his or her duties and shall report directly to Employer’s Board of Directors.
- (b) Availability and Work Schedule. Employee shall be employed by Employer in a part-time non-permanent capacity during the Employment Term. During the Employment Term, Employee shall perform most services required by this Agreement at Employer’s headquarters during Employer’s regular business hours (Monday-Thursday, 8:00 a.m. – 1:00 p.m.) and during other days of the week that are not within the normal business hours or unless Employee’s presence at other locations or during different times is necessary to fully and completely perform the duties of the position assumed by Employee. In addition, Employee shall maintain his or her permanent residence in an area that is in close proximity to Employer’s headquarters, and shall otherwise be available to Employer 24 hours a day by telephone, pager, or other equipment furnished by Employer for this purpose.

- (c) Prohibited Activities. Except upon the prior written consent and express approval of Employer's Board of Directors, Employee (during the Employment Term) shall not (i) borrow on behalf of Employer any amount of money during any fiscal year; (ii) spend or obligate Employer's funds in amounts in excess of the sums budgeted for expenditure by Employer's Board of Directors; and/or (iii) accept any other employment or engage directly or indirectly in any other business, commercial, civil, or professional activity, whether or not pursued for pecuniary advantage, that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer.
- (d) Representations. Employee represents and warrants (i) that he or she is fully qualified and competent to perform the responsibilities for which he is being hired pursuant to the terms of this Agreement; and (ii) that Employee's execution of this Agreement, his or her employment with Employer, and the performance of his proposed duties under this Agreement shall not violate any obligation he or she may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any person or entity.

3. Compensation.

- (a) Salary. Employer shall pay Employee a salary at the monthly prorated rate of \$37,065.00 per year during the Employment Term in accordance with Employer's duly established practices and the work schedule set forth in Section 2(b) of this Agreement. Employer may, but is not obligated to, increase Employee's salary as deemed appropriate by Employer's Board of Directors in the exercise of its sole discretion upon completion of its periodic review of Employee's job performance.
- (b) Auto Allowance. Employee shall not receive a monthly auto allowance, but shall be entitled to reimbursement for mileage driven when using his or her personal vehicle beyond the normal commute to and from work during Employer's normal business hours and days. Such reimbursement shall be at the rate established by Employer's Board of Directors, but shall not be greater than the applicable IRS rate.
- (c) Benefits. During the Employment Term, Employee shall not be entitled to receive any health insurance, life insurance, retirement plan, or other employee benefit unless expressly set forth in this Agreement or mandated by Federal or State Law. Nothing stated in this Agreement shall prevent Employer from changing or eliminating any benefit during the Employment Term as Employer, in its sole discretion, may deem necessary or desirable. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement, any renewal thereof, or its termination. All compensation and comparable payments to be paid to Employee under this Agreement shall be less withholdings required by law.
- (d) Executive Leave. During the Employment Term, Employee shall be entitled to one (1) hour of Executive Leave each pay period during the Employment Term. "Executive Leave" as used herein shall be defined as leave time granted to Employee in lieu of sick, vacation,

management, and/or administrative leave, and is in lieu of any rights to compensatory or overtime pay except as otherwise set forth in this Agreement. Employee may not accumulate more than 26 hours of unused Executive Leave at any point in time during the Employment Term. Employee shall give Employer's Board of Directors notice in writing of his or her use of any Executive Leave lasting five (5) or more business days in duration, which notice shall include the reasons, anticipated dates, and duration of any such absence. Unused Executive Leave balances will be cashed out on July 31 of each year during the Employment Term and upon termination of employment at the rate of \$26.40 per unused Executive Leave hour, unless otherwise provided herein or by applicable law.

- (e) Professional Dues and Conferences. Employer shall pay all reasonable travel, lodging, and entrance fees and costs associated with Employee's attendance at conferences and seminars, as well as payment of annual dues levied by professional organizations and community affiliation costs that receive prior approval by Employer's Board of Directors. Each year during the Employment Term, Employee shall provide Employer's Board of Directors with a list of the conferences, seminars, professional organizations, and community affiliations he or she wishes to attend and/or join.

4. Termination of Employment.

- (a) By Death. The Employment Term shall terminate automatically upon the death of Employee. Employer shall pay to Employee's beneficiaries or estate as appropriate any compensation then due and owing, including payment for accrued, unused paid time off, if any. Thereafter, all obligations of Employer under this Agreement shall cease.
- (b) By Employer. At any time during the Employment Term, Employer may dismiss Employee with or without cause notwithstanding anything to the contrary contained herein or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. Employer shall pay Employee all compensation then due and owing for the period prior to termination, and thereafter all of Employer's obligations under this Agreement shall cease.
- (c) By Employee. At any time, Employee may terminate his or her employment for any reason by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked; thereafter, all of Employer's obligations under this Agreement shall cease.
- (d) Termination Obligations. Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his or her employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Proprietary Information. “Proprietary Information” is all information and any idea pertaining in any manner to the business of Employer, its employees, agents, contractors, or consultants, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include without limitation, trade secrets, protocol ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, plans, strategies, customer lists and information, financial reports, and the contents of documents protected from disclosure under the California Public Records Act, Government Code Section 6250 et seq., or other provisions of applicable law. All Proprietary Information not generally known outside of Employer’s organization, and all Proprietary Information so known only through improper means, shall be deemed “Confidential Information.” During his or her employment by Employer, Employee shall use Proprietary Information and shall disclose Confidential Information only for the benefit of Employer and as is necessary to perform his or her job responsibilities under this Agreement. Following any termination of employment, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information except with the express written consent of Employer. By way of illustration and not in limitation of the forgoing, following termination, Employee shall not use any Confidential Information to solicit Employer’s customers or to compete against Employer. Employee’s obligations under this Section shall survive the termination of his or her employment and the expiration of this Agreement.

6. Arbitration.

(a) Arbitrable Claims. All disputes between Employee (his or her attorneys, successors, and assigns) and Employer (its Affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns) of any kind whatsoever, including without limitation all disputes relating in any manner to the employment or termination of employee and all disputes arising under this Agreement (“Arbitrable Claims”), shall be resolved by arbitration. All persons and entities specified in the preceding sentence (other than Employer and Employee) shall be considered third-party beneficiaries of the rights and obligations created by this Section. Arbitrable Claims shall include but are not limited to contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable worker’s compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims, except that the Employer may at its option seek injunctive relief and damages in court of any breach of Section 5 of this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.

(b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association except as provided otherwise in this Agreement. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. All arbitration hearings under this Agreement shall be conducted in San Bernardino County, California. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 6. The fees of the arbitrator shall be split between both parties equally.

- (c) Confidentiality. All proceedings and all documents prepared in connection with any Arbitrable Claim shall be confidential and unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses, and experts, the arbitrator and if involved, the court and court staff.
- (d) Continuing Obligations. The rights and obligations of Employee and Employer set forth in Section 6 of this Agreement shall survive the termination of Employee's employment and the expiration of the Employment Term.

7. Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission to the number provided below (if one is provided), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered and addressed to Employer at the address below or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his or her address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address:

Board of Directors
Wrightwood Community Services District
Post Office Box 218
1275 Hwy 2
Wrightwood, CA 92397

- 8. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by Employer's Board of Directors. The failure of Employer to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by Employee shall not be deemed a waiver of that term, covenant, or condition, nor shall any 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.
- 9. Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee by Employer, and it may not be contradicted by evidence of any prior or contemporaneous statement or agreements. To the extent that the practices, policies, or procedures of Employer now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
- 10. Amendments. This Agreement may not be modified or amended except by a writing signed by each of the parties hereto. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- 11. Assignment. Employee shall not assign any rights or obligations under this Agreement.

12. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
13. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.
15. Interpretation. This Agreement shall be construed as a whole according to its fair meaning and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting of this Agreement. The captions or sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.
16. Employee Acknowledgment. Employee acknowledges that he or she has had the opportunity to consult legal counsel in regard to this Agreement, that he or she has read and understands this Agreement, that he or she is fully aware of its legal effect, and that he or she has entered into it freely and voluntarily and based on his or her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first written above.

EMPLOYER

By: _____
President, Board of Directors
Wrightwood Community Services District

EMPLOYEE

By: _____
[Name]

Wrightwood Community Services District
Part-Time General Manager
Job Description

The Wrightwood Community Services District is seeking a part-time General Manager. The General Manager Responsibilities and requirements include:

Day-to-Day Operations: The GM will be responsible for administrative duties that include: Answering the District phone, Checking voicemails, checking emails, checking facilities for safety or security issues, receiving mail, producing invoices, receiving payments, calendaring facility reservations, tracking supply inventory and producing purchase orders, The GM will need to be available to handle emergency situations if they arise.

Finances: The GM will be the District's Treasure, and handle the finances. These duties will include paying bills, receiving payments, QuickBook entries, and tracking the banking account. The GM will produce financial reports for the Board. The GM would prepare and present an annual budget for the Board's review.

Additional Duties: The GM will need to draft Resolutions, Request for Proposals, Memorandum of Understanding, applications, intergovernmental agreements, public-private partnerships, contracts and other items requested by the Board. These many need to be reviewed by Counsel and the Board prior to implementation,. The GM will seek grants or loans for the District's infrastructure and other needs as determined by the Board. The GM will be responsible for managing employees and contractors. The GM will be the spokesperson for the District and the liaison to the community, organizations and other government entities.

Board Meetings: The GM will be required to attend all board meetings. The GM will be required to draft Board and Committee agendas, and post according to the requirements mandated by the District's Sunshine Ordinance.

Compensation: The GM salary is \$37,065 and does not include a benefits package. The GM position will receive a part-time salary based upon, but not limited to, 27 hours per week. Millage for District business will be considered for compensation at the discretion of the Board, and will be compensation standard IRS mileage rates. The GM will have a quarterly performance review.

Requirements: The GM must have a valid California Class C Driver's License, and must provide their own vehicle. The GM will need to attain Certification as a Park Equipment Inspector, and be willing to obtain any other certifications' the Board deems necessary.

ITEM 6

RECESS TO CLOSED SESSION
Public Employee Appointment
(Government Code Section 54957)
Title: General Manager



ITEM 7

Return to Open Session:

Announcement of any
Reportable Closed Session Actions



ITEM 8

DIRECTORS COMMENTS



ITEM 9
FUTURE BOARD
MEETING
AUGUST 6, 2019

DISCUSSION
AND
POSSIBLE ACTION



ITEM 10

ADJURNMENT

