

Kylie Felicich – District Supervisor

Staff Report - December 2024

December MCRPD Report:

It is hard to believe this year is almost over. We have most of the 2025 calendar locked down and are really looking forward to moving! We are asking the board to consider up to \$25,000 in budgeting for the move. We are asking the board to increase the gymnastics budget from \$10,000 to \$20,000. We will be adding at least 6 classes per week when we get to the new building. Gymnastics will continue to grow as forecast. We are asking a private foundation for a donation to cover new gymnastics equipment and scholarships. We should know if we are getting this grant by mid-December. Gymnastics will resume on Wednesday, January 22. We would like to extend a huge thank you to Kassie Hayes for making this program so incredibly successful and special. The MOU for Flockworks is in this board meeting packet and will be a huge opportunity for the District, especially gymnastics.

We have our current financial audit scheduled for December 17-20. This will be our third and final audit for the year. Rick and I will work on FYQ2 budget to date in January in preparation for our finance committee meeting in January. Approved allocations to the reserve funds will be made in January. I have been following up with LAFCO regarding our Municipal Services Review. We really want to move forward with this ASAP.

The dive trailer that was inherited from California State Parks and has been unused for several years is getting a new life. We are removing the dive equipment and getting it refurbished. It will be used to store and transport kayaks to the Albion River for our upcoming kayaking program. More on this soon. The Mendocino Fire Department will be taking the dive tanks to get refurbished and recertified for their use. We are offering underwater video equipment to the Noyo Marine Science Center. District Vehicles have been prioritized with the grant writer consulting firm as we need a vehicle to move the

trailer and people up and down the coast for events. We hope to have more updates on that aspect soon.

Monica is hosting a "kids night out" at St. Paul's Community Center on December 22. Registration for Manchester Girls' Spring Softball has opened. The goal is to have one softball team this spring to play against Fort Bragg, Willits and any other county teams we can find. This is for middle schoolers. Skate Night continues to be very popular in Point Arena. Monica is working on Sea Ranch Swim Lessons dates in June and another horseshoe tournament. Flag Football is right around the corner!



Jennifer Saunders-Recreation Supervisor

Staff Report -December 2024

December MCRPD Report:

Basketball: MCRPD coast youth basketball is having one of its most successful starts in a long, long time! Our program is offering so much more as a foundation for not only basketball but for life! We are offering a "whole package", a five month long journey in development of basketball skills and fun. Within this package, these athletes and families are getting 6 open gyms, in November and December. They are getting 2-3 practices a week with their coach, and games every weekend from Jan. 11 to March 1st and they will be looking very spectacular along the way with our partner, the Jr. NBA, as we wear official NBA and WNBA jerseys! Yes, this program was more expensive this year, but guess what.....we have over 120 kids participating so far, more than we did last year. We have sponsors accumulating and so much help from the community with scholarships and support for this program and for MCRPD. We also have 13 of the best volunteer coaches willing to dedicate themselves to these athletes and teach skill, importance of attitude and leadership, as well as how to be healthy and have fun in life. We have been working with the schools in our area to promote our program, encouraging middle school athletes to play both rec league and school league to gain more confidence, meet new friends, and get more touches on the ball, and this has been successful!

We have kids from Three Rivers Charter School, the Montessori School, Lakeview School, Home School, Mendocino Unified, and Fort Bragg Unified coming together into our program to play together.

This is a fantastic opportunity to see the heart of our vision and mission here at MCRPD- It is our goal to empower local youth by cultivating transferable life skills through athletics and help develop confident, well rounded, thoughtful, and strong human beings. We develop different programs and encourage all families to try the variety of programs that we provide and seek to develop so that we help families, and their kids build things like selfesteem, social awareness and leadership, positive mental and physical strategies that help build a foundation for future positive lifestyles. We are here to help grow good humans! This program and the way we set it up is so important because it will be the start of how we run all our team programs in the future. With the excellent success that we see here so early in the beginning of the run, we can't tell you how excited we are for our upcoming programs like soccer, flag football, and all other team sport developments.

Basketball Coaching Clinic- One of the things I am very excited about is the development of coaching in our community. With this, I developed a FREE coaching clinic for all basketball coaches to be able to attend to get new drills, tactics to handle parents and communication, communication tactics for coaches and athletes, and just more tools for our bag in the coaching realm. This is much needed in our small community as often we see parents coaching and stepping up to coach but they have no coaching experience.

Futsal: Futsal (Indoor soccer) is our next team sport development in progress. We have united with MCSA and their local director, Angel Mex, who I have known since he was a young kid, coaching him through school and soccer with my husband in developing a solid futsal program on the weekends which we hope to develop into a spring soccer league and then eventually giving hope to MCSA of development of club soccer teams here on the coast. There are so many underprivileged but extremely talented soccer players here on the coast who have to go above and beyond sacrificing to play out of their own villages to play at their level. It is our goal to help change this and bring the game to the player not the greater good for all.



Jamie Campione – Business Manager

Staff Report - December 2024

Gymnastics & MCRPD Studios: The first winter session of gymnastics is thriving, with 110 kids enrolled across 12 dynamic classes. The session will conclude just before the December holiday break, marking another milestone in our growing program.

Meanwhile, martial arts programs are gaining momentum as the weather cools. Taekwondo currently has 17 young athletes, while 12 are sharpening their skills in Brazilian Jiu-Jitsu. Our flexible punch card system for adult classes at MCRPD Studios continues to be a favorite, proving that convenience and adaptability make a difference. New students are trying the BJJ class each week!

In January we will have 3 new fitness instructors offering classes in the evenings and mornings. There will also be the addition of a junior Taekwondo, and adult Taekwondo class.

Roller Skating: Exciting news! MCRPD has been awarded a \$4,500 grant from the Community Foundation of Mendocino County for Healthy & Inclusive Communities. This funding has enabled us to purchase roller skates, safety gear, trainers, and a storage unit in Manchester, bolstering our skating program.

Point Arena's next Skate Night is scheduled for **November 22**, and we're optimistic about establishing more regular family-friendly skate nights in the area & maybe birthday parties too!

MCRPD is partnering with the City of Fort Bragg and Flockworks on a potential community art project to transform the Old Rec Gym behind City Hall. This cherished gathering space hosts MCRPD Skate Nights, birthday parties, volleyball, basketball, futsal, the Indoor Farmers Market, and many other events. With some much-needed care, this gym can continue to shine as a cornerstone of community activity.

Outreach & Promotion

MCRPD is making waves in marketing! Keep an eye out for our advertisement cruising along the coast on an MTA bus—it's currently in production and will hit the road soon.

In addition, South Coast moviegoers will soon see an MCRPD message on the big screen at The Arena Theater. Look for it starting in the New Year!

We're also developing a comprehensive brochure to share across schools, medical offices, and local agencies throughout the region.







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FIND YOUR FIT Gymnastics **Tennis** Jiu Jitsu & Taekwondo **Coast Youth Basketball** Adult Softball Volleyball Flag Football Fitness and much more 707-409-0760mendocoastrec.org











MCRPD / Kudos **After School Recreation**



MCRPD can collaborate with the Kudos afterschool ٠ program by offering structured recreational activities as part of their afterschool schedule. These activities could include sports, gymnastics, fitness classes, or other engaging options that promote physical activity and fun for students.









Gymnastics Studio:

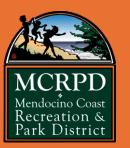
Beginning Silks & Kinder Gym – Intermediate Gymnastics











MCRPD / Kudos After School Recreation

Key areas to consider:

Staffing:

- How many staff members will be required to manage the recreational activities?
- Will existing MCRPD staff handle the programs, or will additional hiring or training be needed?
- What qualifications or certifications (such as CPR or first aid) are required for staff?

Transportation:

- How will students be transported from the Kudos afterschool program to the recreational facilities or vice versa?
- Will MCRPD need to arrange for buses, vans, or work with Kudos to coordinate transportation?
- Are there costs or logistical barriers to transporting the students safely and efficiently?

Timing within Program Schedule:

- How will the recreational activities fit into the current Kudos schedule?
- What are the optimal days and times for offering activities to avoid conflicts with academic or other enrichment programs?
- How long will the recreational sessions be, and will they vary by activity type (e.g., sports vs. fitness classes)?

MEMORANDUM OF UNDERSTANDING BETWEEN THE MENDOCINO COAST RECREATION AND PARK DISTRICT AND FLOCKWORKS FOR MUTUAL COOPERATION AND SUPPORT

This Memorandum of Understanding (the "MOU" or "Agreement") is entered into by and between the Mendocino Coast Recreation and Park District (MCRPD), a recreation and park district organized under the laws of the State of California (the "District"), and Flockworks, a California 501(c)(3) not-for-profit corporation individually, a "Party" and, collectively, the "Parties"), in reference to the following facts and circumstances:

RECITALS

- A. Flockworks is a California 501(c)(3) not-for-profit corporation that provides enrichment activities and afterschool care to Fort Bragg Unified School District.
- B. The District and Flockworks intend to work together to provide after-school recreational programming.
- C. This MOU is intended to cover recreational programming provided by MCRPD for Flockworks
- D. Flockworks has arranged for Fort Bragg Unified School District to transport the kids to and from the MCRPD recreation classes.
- E. MCRPD will also be providing recreational activities on campus at FBUSD schools in cooperation with Flockworks.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

- 1. Cooperation.
 - 1.1. Subject to the terms of this Agreement, the Parties agree to cooperate in good faith and take all necessary and appropriate steps to create a safe and suitable after school environment.
- 2. District Responsibilities.
 - 2.1. The District agrees to provide the recreation services described in Exhibit A.
 - 2.2. Good Faith Cooperation. The District agrees to cooperate in good faith with Flockworks to support the performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the District shall provide reasonable assistance and respond to requests in a timely manner as needed to facilitate the objectives of this Agreement.

- 3. Flockworks Responsibilities.
 - 3.1. Payments. Flockworks will compensate the District in accordance with the following terms:
 - 3.1.1. Payment shall be rendered by the end of each session. Payable to MCRPD P.O. Box 532 Fort Bragg, CA 95437
- 4. <u>Insurance & Indemnity</u>: Include MCRPD as additionally insured on their Certificate of Insurance. MCRPD will include Flockworks as additionally insured on their Certificate of Insurance.
- 5. <u>Modification, Effective Date & Duration</u>. This MOU shall be effective from January 1, 2025 to December 31, 2025. It may be modified in writing by mutual consent of the District and Flockworks.
- 6. General Provisions.
 - 6.1. Entire Agreement. This MOU represents the full and complete understanding of every kind of nature between the Parties and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties.
 - 6.2. Third Party Beneficiaries. There are no intended third-party beneficiaries of this MOU.
 - 6.3. Headings. The headings in this MOU are for convenience only, are not a part of the MOU, and in no way affect, limit, or amplify the terms or provisions of this MOU.
 - 6.4. Severability / Partial Invalidity. If any term or provision of this MOU, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this MOU or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this MOU to carry out its intent.
 - 6.5. Survival. All provisions which by their nature must continue after the MOU expires or is terminated shall survive the MOU and remain in full force and effect.
 - 6.6. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail.

Mendocino Coast Recreation and Park District

Flockworks

District Manager <u>kfelicich@mcrpd.us</u> Kylie Felicich Executive Director director@flockworks.org Jeff Totsch

- 6.7. Conflict of Interest. No officer or employee of either Party shall have any financial interest, direct or indirect, in this MOU, nor shall any such officer or employee participate in any decision relating to this MOU which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any applicable ordinance, statute, regulation, or other law. Each Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this MOU.
- 6.8. Counterparts. This MOU may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same MOU.
- 6.9. Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this MOU, and where such a time is not specified performance shall occur in a reasonably prompt manner.
- 6.10. Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this MOU and to bind it to the performance of its obligations hereunder.
- 6.11. Binding on Successors. All representations, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns. Neither party hereto may assign this MOU without the written consent of the other, such consent not to be unreasonably withheld.
- 6.12. Governing Law, Venue. This MOU shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this MOU shall be brought exclusively in the federal or state courts for or located in Mendocino County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.
- 6.13. Nature of Relationship. Nothing in this MOU shall be construed as giving rise to a relationship between the Parties of employer and employee, partners, agency or the creation of a joint venture. Neither Party shall have the authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose, regardless of legal theory or basis.

- 6.14. No waiver. No waiver or modification of any of the terms of this MOU will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such Party of any subsequent breach or default.
- 6.15. Force Majeure. Performance by either Party under this MOU is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either Party and are not foreseeable at the time the MOU is executed.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding.

Mendocino Coast Recreation and Park District,Flockworks, a California not-for-profita recreation and park district organized under thecorporationlaws of the State of California

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A: Recreation Classes

1857307.1

Pricing is valid from January 1 to April 4, 2025

Gymnastics

MCRPD Gymnastics Studio 100 North Main Street, Fort Bragg, CA 95437

\$2,250 per session for 12 students, \$2500 per session if more than 12 students (To be determined in January)

Wednesday Kindergarten 1:00, 2:00 and 3:00 12 kids (Maybe more once we get into new building, we can look at adding more)

Friday TK 1:00 to 1:45 and 2:00 to 2:45

Starting January 22

Session 1

January 22, January 24

January 29 and January 31

February 5 and February 7

February 12 and February 14

(No classes President's Week)

February 26 and 28

Session 2

March 5 and March 7

March 12 and March 14

March 19 and March 21

March 26 and March 28

April 2 and April 4

Martial Arts

MCRPD Studios 579 South Franklin Street Fort Bragg, CA 95437

\$650 per session

Wednesday 3:45 to 4:30 3-5th graders 20 kids (2 instructors)

Starting January 22

Session 1

January 22

January 29

February 5

February 12

No classes President's week

February 26

Session 2

March 5

March 12

- March 19
- March 26

April 2

Dance, cheer and move! (The instructor is a cheer coach and dance teacher. She will be incorporating both

MCRPD Studios 579 South Franklin Street Fort Bragg, CA 95437

\$450 per session

Wednesday 3:45 to 4:30 3-5th graders 12 kids

Starting January 22

Session 1

January 22

January 29

February 5

February 12

No classes President's week

February 26

Session 2

March 5

March 12 March 19

March 26

April 2

Futsal at the Old Gym 213 East Laurel, Fort Bragg, CA 95437 (6th-8th grade) 20 kids 1:30 to 2:30 P.M. \$350 per session Session 1 January 22 January 29 February 5 February 12 No classes President's week February 26 Session 2 March 5 March 12 March 19 March 26 April 2

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Angela Dominguez PO BOX Fort Bragg, CA, 95437 (408) 813-3142

12/3/2024

MCRPD Board

Mendocino County, CA

Dear Members of the MCRPD Board,

I am writing to express my interest in rejoining the MCRPD Board of Directors. Having previously served on the Board for four years, I am excited about the opportunity to contribute once again to the MCRPD, bringing my experience and enthusiasm to support the district's continued growth and success.

During my time on the Board, I developed a deep understanding of the challenges and opportunities the district faces. I was actively involved in key decisions regarding parks, recreation programs, and the overall development of community initiatives. My experience has provided me with valuable insight into the importance of collaboration and clear communication, both within the Board and with the community we serve.

As a dedicated member of the Mendocino County, Fort Bragg and South Coast communities, I am committed to enhancing the services we offer to our residents and ensuring that we continue to maintain and expand our public spaces in ways that serve the diverse needs of our population. I firmly believe that my prior experience, coupled with my passion for this community, uniquely qualifies me to contribute to the continued success of the MCRPD.

I would be honored to have the opportunity to bring my knowledge and dedication back to the Board and to collaborate with fellow members in fostering a thriving and vibrant community for all.

Thank you for considering my application. I look forward to the possibility of working together again.

Sincerely,

Angela Dominguez



2025 Regular Board of Directors Meeting Dates & Locations

January 15 at Mendocino Coast Botanical Gardens, Fort Bragg

February NO MEETING

March 19 at St. Paul's Community Center, Point Arena

April 16 Fort Bragg

May 21 Elk – Greenwood Community Center

June 18 Fort Bragg

July NO MEETING

August 20 Gualala, CA

September 17 Fort Bragg

October 15 Mendocino

November 19 Fort Bragg

December NO MEETING

Explore the Coast Grants



Viva Verde Education Program

The Explore the Coast 2025 RFP has been released! Learn more here.

California's ocean, coast, and beaches are spaces of joy, relaxation, and healing. The ability to experience the coast without fear of financial cost, physical barriers or feelings of not belonging, is crucial to how people cultivate their own lifelong connections with the coast. The State Coastal Conservancy's Explore the Coast (ETC) grant program seeks to provide coastal experiences for people and communities who face challenges to accessing or enjoying the coast ("ETC Priority Communities"). ETC Priority Communities include but are not limited to lower-income individuals and households, people with disabilities, people of color, immigrant communities, and foster youth, among others.

Public agencies, federally recognized tribes, nonprofit organizations, community-based organizations, and tribes or indigenous communities that are not federally-recognized are eligible for funding. To be eligible, a nonprofit organization must qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code. Other community-based organizations and tribes or indigenous communities that are not federally-recognized may apply with a 501(c)(3) fiscal sponsor. There is no minimum grant size, but the maximum grant award varies depending upon the availability of funds.

For any questions about the Explore the Coast grant program, please email explorethecoast@scc.ca.gov

Since 2013, the Conservancy has awarded over **\$18.2 million in 296** separate Explore the Coast grants and brought over 185,000 people on field trips to the coast (updated October 2022).

ETC grants fund a wide range of programs that bring people to the coast or to the shores of San Francisco Bay. **At least 70% of participants served by the ETC grant must be from an ETC Priority Community.** In addition to meeting this requirement, projects must also meet the following program priorities:

- Provides an enjoyable experience at the coast.
- Reduces economic, physical, operational, or societal barriers to accessing or enjoying the coast.

Projects may also achieve secondary goals, such as inspiring coastal stewardship, promoting community leadership, and providing lasting positive impact.

EMPLOYMENT AGREEMENT BETWEEN THE MENDOCINO COAST RECREATION AND PARK DISTRICT AND THE DISTRICT SUPERVISOR

This agreement ("Agreement") is entered into as of September 19, 2024, by and between the Mendocino Coast Recreation and Park District, a political subdivision of the State of California ("District"), acting through the Board of Directors ("Board"), and Kylie Felicich ("Employee").

1. TERMS:

A. Subject to the conditions set forth in this Agreement, the Employee shall be employed in the position of District Supervisor and this agreement shall be in effect beginning September 19, 2024, for a period of three (3) years with annual salary reviews in September 2025 and September 2026. This three (3) year contract is subject to earlier modification should there be material changes in circumstances involving the Employee retirement, resigns, or until the Board removes Employee from the position for any lawful reason.

2. DUTIES AND RESPONSIBILITIES:

- A. District retains Employee to perform the duties of the District Supervisor as set forth in the District Supervisor job description, attached hereto as Exhibit "A" and incorporated herein by this reference, and any other duties as may be required by the Board of Directors which are not inconsistent with the provisions of this Agreement or applicable Federal, State, or local law or regulation.
- B. The Employee shall be subject to all District rules, regulations, and policies applicable to employees and management and to any subsequently adopted rules, regulations and policies which do not conflict with this Agreement or applicable Federal, State, or local law or regulation.
- C. The Employee shall, subject to the direction and control of the Board, exercise administrative supervision and authority over the District and its employees so that statutory and other legal duties of the District are fully satisfied.
- D. The Employee shall serve the District diligently and to the best of their ability in all respects and shall always act in District's best interest in fulfilling its legal responsibilities as a California independent special district and a recreation and park district.
- E. The Employee agrees to remain in exclusive employment of the District during the term of this Agreement and shall not accept other employment or perform other services for compensation without having first obtained written permission from the Board,

which the Board may withhold at its sole discretion.

3. SALARY AND PERFORMANCE EVALUATIONS:

- A. Beginning September 19, 2024, and for a period of one year, District shall pay Employee an annualized salary of Ninety-Four Thousand One Hundred Eighty Five dollars and seventy three cents (\$94,185.73). in accordance with the District's customary payroll practices.
- B. The Employee shall receive as additional compensation a vehicle allowance of Two Hundred Dollars (\$200.00) per month (Plus mileage when driving more than 15 miles from office) and a Mobile Phone Stipend of One Hundred Dollars (\$100.00) per month, payable on the first payroll check of each month in accordance with the District's customary payroll practices.
- C. The performance of Employee may be evaluated at any time by the Board, at the discretion of the Board; provided, however, that the Board shall perform an evaluation at least annually, by October 1 of each year. If the Board determines that Employee's performance has been satisfactory, the Board, at its sole discretion, may provide any salary and/or benefit package adjustments deemed appropriate. If any adjustment is determined appropriate by the Board, the Board Chair or other representatives of the Board shall advise the District's appropriate human resource personnel to implement the change in salary and/or benefit package as determined by the Board by forwarding a report following any closed or open sessions regarding Employee's performance. Compensation adjustments are not guaranteed in any performance evaluation period.
- A. The Board's annual evaluation of Employee's performance shall be in accordance with specific criteria developed jointly by the Employee and Board. The criteria may be changed from time to time as the Board may determine in consultation with Employee.
- B. The Board and Employee shall annually define performance goals and objectives which they determine necessary for the proper operation of the District and the attainment of the Board's policy goals and objectives, which shall be established in writing with relative priority. The goals and objectives shall generally be attainable with respect to time limits and resources (funding, staff, etc.). The Board will develop

criteria that are objective, realistic, and measurable to the greatest extent possible, and

shall have sole authority to identify the performance requirements for the District Administrator position.

C. Salary and other compensation described above shall be evaluated on an annual basis, to be effective September 2025 and September 2026. Any future increase in salary will be at the sole discretion of the Board. Any future decrease in the salary of the Employee will be made by the Board only if a decrease is made in the salaries of all District employees. In such event, the percentage decrease in the salary of Employee shall be no more than the average percentage decrease of all other District employees.

4. BENEFITS:

In addition to Employee's salary, the Employee shall receive the following benefits:

- A. *Vacation Leave:* District agrees to provide 10 days (80 hours) of paid vacation leave with a maximum accrual of 45 days (360 hours)..In the event that the maximum accrual threshold is reached, the Employee shall cease accruing vacation until the balance goes below the cap of 360 hours. The Employee shall be granted the ability to hold up to 15 days per year to be used later, prior to reaching the maximum accrual Any vacation leave that would have been earned shall instead be paid to the Employee in a single lump sum, by not later than the end of the following pay period. In the event of termination of employment (for any reason) the District shall pay the Employee for all accrued vacation leave.
- B. *Personal Leave:* District agrees to provide 5 days (40 hours) of paid personal leave during the fiscal year. Personal leave may not be carried over from one fiscal year to the next.
- C. *Executive Days:* District agrees to provide 5 days (40 hours) of paid executive days off per year, which shall be in addition to the vacation and personal leave noted above.
- D. *Health Benefits:* The District will provide a monthly medical reimbursement of \$500.00. to be used towards the Employee's private Health Insurance monthly premium. If during the terms of this agreement the premiums are increased, District will cap this additional compensation at \$500 per month, for a total of \$1,000 per month.
- E. *Disability Income Replacement Benefits*: The Employee shall secure disability income replacement insurance and submit reimbursement to the District for the regular premiums for such insurance, up to a maximum cap of Two Thousand Two Hundred Dollars (\$2,200) per year. Reimbursements for insurance premiums paid by the Employee shall be reimbursed within ten (10) days of the

District's receipt of documentation for reimbursement.

F. Other Benefits: As District employee benefits increase, decrease and/or otherwise change, the District agrees to provide the same type and level of benefits as provided to other full-time employees within the District's employ, unless otherwise stated in this Agreement.

5. TERMINATION AND SEVERANCE:

The following provisions shall apply to District's termination of Employee:

- A. The District shall have the right to terminate this Agreement at any time. Termination shall require official action of the Board and a thirty (30) day written notice to the Employee.
- B. Except as provided in Section 5C below, in the event the District terminates this agreement as provided in Section 5A above, the District shall pay the Employee a lump sum cash payment in an amount equal to three (3) months of current salary at time of termination as a severance payment. In exchange for the severance payment, Employee agrees to execute a general release of claims in a form approved by the

District's legal counsel, based upon the specific factual circumstances of the termination and the applicable law. The District will not be obligated to pay severance unless and until such a form of general release, based on terms consistent with applicable law and regulation in effect at the time of the termination, has been signed by the Employee. Accrued vacation, holiday and other accrued time shall be paid at time of termination without requirement of a general release. Payments in accordance with this Section 5B will release the District from any further obligation under this Agreement.

- C. In the event that the Employee: (1) materially breaches this Agreement and fails or is unable to cure the breach within 15 days' notice given by District; (2) is convicted of a felony, or misdemeanor involving moral turpitude; (3) fails to perform her duties to the extent that is established that such failure of performance amounts to malfeasance or material d reliction of duty; or (4) fails or refuses to follow a direct, lawful order by the District, then District may immediately terminate this Agreement without obligation to pay severance payments to Employee pursuant to Section 5B.
- D. Not for cause termination (Section 5Bin the sole discretion of the Board) shall include the terms of the severance payable herein. For cause termination pursuant to Section 5C shall be without severance or other payments, as determined by the Board at the time of termination.

6. RESIGNATION:

The following provisions shall apply to Employee's termination of the Agreement:

- A. If the Employee voluntarily resigns from the position of District Supervisor, Employee agrees to provide District with a minimum of 30 days written notice, unless the parties agree otherwise. The Employee shall not be entitled to any salary or benefits after the effective date of termination, except as provided in Section 6B.
- B. During the period from the stated intent to resign and actual leaving, the Employee shall continue to faithfully and competently perform the duties of District Supervisor as set forth in this agreement.

7. DISTRICT OBLIGATIONS:

The District shall defend, indemnify, and hold harmless Employee for all losses sustained by Employee in direct consequence of the discharge of their duties on District's behalf. In the event of litigation to which the District is a party and the District Supervisor is a knowledgeable witness, the Supervisor shall cooperate upon being served with a subpoena or other lawful process and the district shall comply with any requirements to reimburse the Supervisor, consistent with legal requirements. This expressly does not include compensation to the Supervisor based on the substance of actual witness testimony.

8. AMENDMENT:

This agreement may be amended, modified, or changed by the parties, provided that said agreement, modification or change is in writing and approved by the authorized representative of the parties.

9. DISPUTES:

A. Any controversy between the District and the Employee involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on

the written request of either party, served on the other, be submitted to binding arbitration before a JAMS (Judicial Arbitration and Mediation Services, Inc.) arbitrator and in accordance with JAMS arbitration rules governing employment disputes. Arbitration shall comply with and be governed by the provisions of the California Code of Civil Procedures Section 1280, et seq.

B. District and the Employee shall mutually agree upon one neutral

arbitrator to hear and determine the dispute. If the District and the Employee cannot agree, either party may initiate the strike selection process through JAMS for appointment of an arbitrator.

C. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator decides. Attorney's fees shall be borne by each party.

10. EFFECT OF WAIVER:

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party 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 time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

11. NOTICES:

Any notices required by the Agreement shall be either given in person or by first class mail with the postage prepaid and addressed as follows:

To District: Chair, Board of Directors Mendocino Coast Recreation and Park P.O. Box 532 Fort Bragg, CA 95437 To Employee: Kylie Felicich (Address on file)

12. SEVERABILITY:

If any one or more of the covenants, agreements or portions thereof of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such covenant or covenants, agreement or agreements, or portions thereof shall be null and void and shall be deemed severable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of the Agreement.

13. ENTIRE AGREEMENT:

This agreement supersedes all other agreements and/or understandings, whether oral or in writing, concerning District Supervisor's employment hereunder.

In Witness Whereof, District and the Employee have executed this Agreement as of the date first written above.

Mendocino Coast Recreation and Park District

Print Name: _____

Sign Name:

Date:

Print Name:_____

Sign Name:		
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Title:	