

EMPLOYMENT AGREEMENT

BETWEEN

NORTH COUNTY FIRE
PROTECTION DISTRICT

AND

LOREN STEPHEN-PORTER



Covering the Period of

October 1, 2020 to September 30, 2022

EMPLOYMENT AGREEMENT

BETWEEN

NORTH COUNTY FIRE PROTECTION DISTRICT

AND

LOREN STEPHEN-PORTER

This Agreement is made and entered into between Loren Stephen-Porter (hereinafter referred to as "**STEPHEN-PORTER**") and NORTH COUNTY FIRE PROTECTION DISTRICT (hereinafter referred to as "**DISTRICT**") in order to provide, in writing, the terms and conditions for the employment of **STEPHEN-PORTER** by the **DISTRICT**.

NOW THEREFORE, IT IS HEREBY AGREED as follows:

1.0. **EMPLOYMENT:**

1.1. The **DISTRICT** hereby employs **STEPHEN-PORTER**, who accepts said employment, to serve as its Executive Assistant/Board Secretary. **STEPHEN-PORTER** agrees to serve in said position pursuant to the terms and conditions set forth in this Agreement. **STEPHEN-PORTER** serves as Board Secretary and Executive Assistant to the Fire Chief/CEO. **STEPHEN-PORTER** reports to the Fire Chief/CEO.

2.0. **TERM OF EMPLOYMENT:**

2.1. The term of this agreement shall be from October 1, 2020 and remain in full force and effect through September 30, 2021. The agreement will automatically renew under the same terms and conditions each year for an additional twelve (12) month period, unless either party shall notify the other in writing that it desires to modify this agreement by July 1st of each year. In the event such a notice is timely given, the parties shall meet and confer in good faith regarding a successor agreement.

3.0. **COMPENSATION AND BENEFITS:**

3.1. **ANNUAL COMPENSATION:**

3.1.1. **STEPHEN-PORTER** is a permanent employee who is a salaried, overtime "exempt" employee as defined by applicable labor law.

3.1.2. As of the date of this contract, wages shall be as specified in the attached document titled "Wage Scale" (Exhibit A).

3.1.3. The wage scale shall be adjusted annually on September 1st each year using the following procedure:

3.1.3.1. During the month of July, Parties signatory to this agreement meet at a mutually agreeable time and place.

- 3.1.3.2. Determine actual New Revenue or 'growth' for the new fiscal year starting on the following September 1st. 'New Revenue' is defined as follows:
 - 5.1.1.1. Compare the actual charges (i.e., "revenues") from San Diego County for the fiscal year that just ended on June 30 with the actual charges for the preceding fiscal year, as reported by the County the last fiscal year.
 - 5.1.1.2. If the actual opening charges for the fiscal year that just ended on June 30 are less than the previous fiscal year's actual charges, and/or the known changes as dictated by the formula exceed the new revenue, any party to the contract(s) may reopen the contract(s) to address the shortfall.
 - 5.1.1.3. The net difference between these two numbers is then adjusted as follows:
 - 3.1.3.2.1.
 - 3.1.3.2.2. Actual changes in PERS contributions made by the District and payments made by the District on the District's pension obligation bonds during the fiscal year just ended on June 30 as compared to the prior fiscal year .
 - 3.1.3.2.3. Actual changes in health benefit costs made by the District during the fiscal year just ended on June 30 as compared to the prior fiscal year.
 - 3.1.3.2.4. Anticipated changes in non-personnel operating costs for the **DISTRICT** – calculated by applying the most current annual San Diego regional change in the CPI to the District's non-personnel operating costs for the current fiscal year;
 - 3.1.3.2.5. Other issues identified by the representatives to include additional revenue shifts by the state or other external mandates that significantly affect the **DISTRICT'S** fiscal health and/or those items not current a line item in the budget.
- 3.1.3.3. Distribute the adjusted New Revenue (as described in 3.1.3.2) as follows:
 - 3.1.3.3.1. Sixty percent (60%) to fund salary increases to achieve wage parity as defined below. Wage parity, as defined in this agreement, is the wage ceiling unless modified by all parties. Until parity is achieved for all **DISTRICT** employees, available dollars are applied equally across all employees and groups. As individual classifications achieve parity, no additional increases will be provided for that classification until such time as they again are below wage parity as defined in the respective MOU.
 - 3.1.3.3.2. It is the intent of the **DISTRICT** to provide salary parity for **STEPHEN-PORTER** that reflects the top step of the average annual salary in comparative agencies. Parity for this position is defined as the average (mean) of the pay scales (high range) for "comparative agencies" for the following positions:
 - 3.1.3.3.2.1. Fallbrook Public Utility District – Board Secretary;
 - 3.1.3.3.2.2. Rainbow Municipal Water District – Board Secretary;

- 3.1.3.3.2.3. San Diego Water Authority – Clerk of the Board;
- 3.1.3.3.2.4. Sweetwater Authority – Board Secretary;
- 3.1.3.3.2.5. Vista Irrigation District – Board Secretary.

3.1.3.3.3. Forty percent (40%) to fund **DISTRICT** activities and programs as defined through the normal budgeting process.

3.1.3.3.4. .

3.1.3.3.5. This position shall be eligible for certification pay as defined in **DISTRICT** policies and guidelines for the “Certification Program” as outlined for the position of Executive Assistant. A pay increase of 2.5% shall be paid for each certification level achieved up to a maximum of 7.5%.

3.1.4. **STEPHEN-PORTER’S** work schedule may be any of the following, as approved by the Fire Chief/CEO:

3.1.4.1. 40 HOUR WORK SCHEDULE: Workweek shall be eight (8) hours per day, five days per week.

3.1.4.2. 9/80 WORK SCHEDULE: The 9/80 Work Schedule shall be spread over nine (9) workdays in a two (2)-week pay period. Scheduling of workdays and days off shall be according to a regularly established schedule, coordinated with other Management personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO.

3.1.4.3. 4/10 WORK SCHEDULE: The 4/10 Work Schedule shall be spread over eight (8) workdays in a two (2)-week pay period. Scheduling of workdays and days off shall be according to a regularly established schedule, coordinated with other Management personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO. This Work Schedule shall be on trial basis for the term of this MOU.

3.2. FRINGE BENEFITS:

3.2.1. IN GENERAL: **STEPHEN-PORTER** shall be entitled to receive all Management fringe benefits as established from time to time, except as otherwise provided in this Agreement. These benefits shall include retirement, dental, health, post-retirement health, term disability plan (LTD), life and accidental death and dismemberment (AD&D) insurance, Annual, Sick and Holiday Leave as set forth in the current Management Compensation Plan and further explained in the following paragraphs. In the event that the benefits described in the Management Compensation Plan are modified during the course of this agreement, such modifications will be added to this agreement by side letter.

3.2.2. ANNUAL LEAVE: **STEPHEN-PORTER** shall accrue twenty (20) hours Annual Leave per calendar month. For the purposes of this section, the term “Annual Leave” is synonymous with “Vacation Leave.” Accumulated Annual Leave shall not exceed 600 hours as of June 30, of any year. She may accrue more than 600 hours between the accounting period of July 2 to June 30 of any fiscal year. If **STEPHEN-PORTER** has more than six hundred (600) hours of accrued Annual Leave on July 1 of any year **STEPHEN-PORTER** shall be paid for all

hours in excess of six hundred (600) hours at the rate of pay for the current fiscal year. The Fire Chief/CEO may allow additional accumulation in unusual circumstances, which require the **STEPHEN-PORTER** to forego vacation for the convenience and benefit of the **DISTRICT**.

- 3.2.2.1. **STEPHEN-PORTER** may be paid annually for unused Annual Leave upon request of **STEPHEN-PORTER** with the approval of the Fire Chief/CEO or his/her designee and the ability of the **DISTRICT** to pay, in accordance with the terms and conditions set forth in sections 7.6.2 through 7.6.4, and 7.6.6 in the Management Compensation Plan.
- 3.2.3. **SICK LEAVE: STEPHEN-PORTER** shall accrue twelve (12) hours Sick Leave per calendar month.
 - 3.2.3.1. There shall be no maximum accrual of Sick Leave.
 - 3.2.3.2. Upon retirement or termination and after five (5) years of service, the first five hundred and forty (540) hours of Sick Leave shall be paid at a straight time rate.
 - 3.2.3.2.1. Alternatively, **STEPHEN-PORTER** may receive PERS retirement credit for unused Sick Leave per Government Code §20862.8. For “CLASSIC” **EMPLOYEES** (as defined by the California Pension Reform Act of 2013), all or a portion of the accrued Sick Leave may be credited to the **EMPLOYEE’S** PERS Retirement in order for said **EMPLOYEE** to retire early.
 - 3.2.3.3. **STEPHEN-PORTER** may be paid annually for up to one hundred and forty-four (144) hours of unused Sick Leave down to five hundred and forty (540) hours, upon request of the employee.
- 3.2.4. **HOLIDAY LEAVE: STEPHEN-PORTER** shall be entitled to the following eleven (11) holidays. If a holiday falls on a Saturday or Sunday, the leave period shall commence on Friday or Monday. Holidays falling during a leave period.
 - 3.2.4.1. New Year’s Day;
 - 3.2.4.2. President’s Day;
 - 3.2.4.3. Martin Luther King Day;
 - 3.2.4.4. Memorial Day;
 - 3.2.4.5. Independence Day;
 - 3.2.4.6. Labor Day;
 - 3.2.4.7. Columbus Day;
 - 3.2.4.8. Veteran’s Day;
 - 3.2.4.9. Thanksgiving Day;
 - 3.2.4.10. The Day After Thanksgiving;
 - 3.2.4.11. Christmas Day.
 - 3.2.4.11.1. If a holiday falls on a Saturday or Sunday, the leave period shall commence on Friday or Monday, respectively. Holidays falling during a leave period shall not be deducted from leave. **STEPHEN-**

PORTER may select three (3) of their existing holidays and utilize them as floating holidays, per approval of the Fire Chief/CEO.

- 3.2.5. **BEREAVEMENT LEAVE:** **STEPHEN-PORTER** shall be entitled to bereavement leave consisting of three (3) days per event. This leave shall be limited to deaths that occur within the immediate family to include spouse, child, brother, sister, parent, in-laws and other blood relatives.
- 3.2.6. **COURT LEAVE:** If summoned by a court to appear for the purpose of qualifying or serving as a juror or for the purpose of appearing as a witness is entitled to court leave for that period of service.
- 3.2.7. **LEAVE OF ABSENCE:** With the exception of a Leave of Absence under the Family Medical Leave Act, California Family rights Act and/or Pregnancy Disability Leave, **STEPHEN-PORTER** may apply for a special Leave Of Absence without pay for a period not exceeding one (1) year. The Board of Directors may grant such Leave at its discretion. If **STEPHEN-PORTER** desires to seek such Leave, she shall submit a request on prescribed forms with a transmittal letter, stating the reasons for the request. **STEPHEN-PORTER** may be entitled to the same position upon return from such Leave and shall be subject to passing the prescribed **DISTRICT** medical examination. Upon disapproval, the decision of the Board of Directors shall be final and non-grievable.
- 3.2.8. **UNIFORMS:** Required uniforms shall be provided by the **DISTRICT**. **STEPHEN-PORTER** will be provided uniforms worth a combined value of \$700.00 per year, of which, \$500 per year may be used at the **STEPHEN-PORTER'S** discretion.
- 3.2.9. **ADDITIONAL HOURS/MANAGEMENT PERSONNEL DOCKING:** There shall be no docking of leave or pay for **STEPHEN-PORTER** for absences of less than eight (8) hours.
- 3.2.10. **PAYROLL DEDUCTIONS:** The **DISTRICT** agrees to process direct deposit deductions and may process other **EMPLOYEE** authorized benefits as payroll deductions.
- 3.2.11. **HEALTH CONTRIBUTION:** The **DISTRICT** agrees to offer the PERS Health Benefits Program and pay a portion of the associated premiums as specified Sections 3.2.11. through 3.2.11.6.2. herein. **STEPHEN-PORTER** agrees that she is liable for the difference between the total cost of the health plan she chooses and the **DISTRICT'S** PERS health benefit contribution.
- 3.2.11.1. The **DISTRICT** agrees to maintain a cafeteria-style benefit plan to be available to **STEPHEN-PORTER**. Benefits, which are available through this plan, include dental insurance, vision care, life insurance, health insurance, post-retirement health, long term disability plan (LTD), life and accidental death and dismemberment (AD&D) insurance. **STEPHEN-PORTER** shall be entitled any subsidy of payments for cafeteria benefits that may be provided by the **DISTRICT** to the Management Group, as

- identified in the Management Compensation Plan or any side letters of that Agreement.
- 3.2.11.2. The **DISTRICT** agrees to pay an amount equal to ninety percent (90%) of the current PERS Blue Shield Access+ HMO for **STEPHEN-PORTER'S** designated coverage (EMPLOYEE only, EMPLOYEE plus one (1), or EMPLOYEE plus family). The remaining premium amount shall be deducted from the **STEPHEN-PORTER'S** pre-tax salary as a payroll deduction. Any excess funds will be retained by the **DISTRICT** and may not be used by the **STEPHEN-PORTER** for any other purpose.
- 3.2.11.3. The **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs.
- 3.2.11.4. In no event shall the **DISTRICT** contribution exceed the total of the most expensive medical, dental, eye care and life insurance family plans available.
- 3.2.11.5. It is mutually agreed by all parties that said excess funds (\$182.19 monthly per individual employee or current amount), shall be made available for the purchase of life, dental, vision and/or health insurance as provided for in the **DISTRICT** cafeteria plan. The **DISTRICT** agrees to pay \$2.20 (or current cost) on behalf of **STEPHEN-PORTER** for the purchase of a \$10,000 life insurance policy as required by FDAC for plan participation. The balance of said excess funds may, at the discretion of **STEPHEN-PORTER**, be used for the purchase any cafeteria plan benefit. Any unused portion of said excess funds shall revert back to the **DISTRICT** and shall not be available to **STEPHEN-PORTER** for any other purpose.
- 3.2.11.6. **STEPHEN-PORTER** may waive District sponsored healthcare and receive a **DISTRICT** provided incentive of 50% of the PERS Blue Shield Access+ HMO premium for the **STEPHEN-PORTER'S** applicable benefit tier provided the following conditions are met:
- 3.2.11.6.1. Each year during the PERS Health Benefits Program Open Enrollment period the **STEPHEN-PORTER** must provide to the **DISTRICT** evidence of healthcare coverage and applicable dependent eligibility for the coming premium term.
- 3.2.11.6.2. The **STEPHEN-PORTER** shall receive the incentive to waive **DISTRICT** sponsored healthcare in the form of a bi-weekly deposit commensurate, with the **DISTRICT'S** payroll cycle, on **STEPHEN-PORTER'S** behalf to **STEPHEN-PORTER'S** CalPERS 457 Plan.
- 3.2.12. **RETIREMENT:** The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in Government Code, §21354, known commonly as "2.7% at 55 Full" as described in Government Code §21354.5, for Non-Safety Members. The contract shall also include the following:
- 3.2.12.1. Fourth level of 1959 Survivor Benefits (Section 21574).
- 3.2.12.2. Credit for unused sick leave (§20965).
- 3.2.12.3. One-year final compensation (§20042).
- 3.2.12.4. Military Service Credit as Public Service (§21024).
- 3.2.12.5. Post Retirement Survivor Allowance (§§21624, 21626 and 21628).

- 3.2.12.6. Effective July 1, 2015 the **DISTRICT** will cease paying any portion of the employee share of PERS contributions (employee will pay the full 8%). In exchange, the **DISTRICT** will provide a four percent (4%) increase in salary.
- 3.2.13. **EDUCATION INCENTIVE:** The **DISTRICT** agrees to pay or to reimburse tuition and book costs of any course on job-related subjects which have been approved by the Fire Chief/CEO. In addition, the **DISTRICT** agrees to pay or reimburse seventy-five percent (75%) of tuition and material costs for upper division and/or post graduate course studies.
- 3.2.13.1. In an effort to encourage additional education, the **DISTRICT** agrees to pay or reimburse seventy-five percent (75%) of tuition and material costs for upper division and postgraduate course studies.
- 3.2.14. **PHYSICAL EXAMINATION:** Shall be in accordance with the **DISTRICT'S** Wellness Program.
- 3.2.15. **STEPHEN-PORTER** has elected to not participate in the Post-Retirement Health Benefit offered to other **DISTRICT** employees.
- 4.0. **DISCIPLINE:**
- 4.1. NCF Policy 222.01 (Employee Discipline) shall govern any disciplinary action that may be required during the course of **STEPHEN-PORTER'S** employment.
- 5.0. **DUTIES:** **STEPHEN-PORTER** shall perform the duties of Executive Assistant /Board Secretary as defined in the most current North County Fire Protection District job description for the position.
- 6.0. **TERMINATION:**
- 6.1. **BY-NOTICE BY STEPHEN-PORTER:** **STEPHEN-PORTER** may resign and thereby terminate this Agreement at any time upon giving fourteen (14) days written notice to the Fire Chief/CEO. In such event, **STEPHEN-PORTER** shall continue to render services and be paid regular compensation and benefits up to the date of termination, **unless mutually agreed by both parties.** Upon such termination, **STEPHEN-PORTER** shall be entitled to receive only such accrued benefits that may be due and payable at the time, but she shall not be entitled to any severance pay or other compensation.
- 6.2. **BY NOTICE BY DISTRICT:**
- 6.2.1. **FOR CAUSE:** The Fire Chief may terminate this contract at any time for cause as described in the **DISTRICT'S** Disciplinary Policy.
- 6.2.2. Upon such termination, **STEPHEN-PORTER** shall be entitled to receive only such accrued benefits that may be due and payable at the time, but she shall not be entitled to any severance pay or other compensation.

- 6.3. **BY RETIREMENT:** The employment of **STEPHEN-PORTER** and this Agreement shall automatically terminate upon the retirement of **STEPHEN-PORTER**.
- 6.4. **BY DEATH OR DISABILITY:** The employment of **STEPHEN-PORTER** and this Agreement shall automatically terminate upon the death of **STEPHEN-PORTER** or upon the termination of her employment because of permanent disability. As used herein, disability shall have the same meaning and shall be determined in the same manner, as provided under PERS. Neither **STEPHEN-PORTER** nor her heirs, administrators or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights and benefits as may be provided by law and PERS.
- 7.0. **PERFORMANCE AND EVALUATION:**
- 7.1. **STEPHEN-PORTER** shall receive an annual performance evaluation using the standard process provided for all other **DISTRICT** employees as outlined in the **DISTRICT'S** Employee Development Review Policy.
- 8.0. **GENERAL PROVISIONS:**
- 8.1. This Agreement constitutes the entire agreement between the **DISTRICT** and **STEPHEN-PORTER**.
- 8.2. If any provision or any portion of this Agreement is held to be unconstitutional invalid or unenforceable, the remainder shall be deemed severable, shall not be effected and shall remain in full force and effect.
- 8.3. This Agreement may be amended only in writing by mutual agreement of the Fire Chief/CEO and **STEPHEN-PORTER**.
- 8.4. Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this revised Agreement as of the 1st day of June, 2021.

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Signatures on Next Page

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SIGNATURE PAGE

BY: 
LOREN STEPHEN-PORTER

TITLE: EXECUTIVE ASSISTANT/BOARD SECRETARY

DATE SIGNED: June 15, 2021

BY: 
STEPHEN J. ABBOTT

TITLE: FIRE CHIEF/CEO


DATE SIGNED: June 6-2021

APPROVED AS TO FORM:

BY: 
JOHN VAN DOORN

TITLE: PRESIDENT, BOARD OF DIRECTORS

DATE SIGNED: 6/16/2021

BY: 
ROBERT JAMES, ESQUIRE

TITLE: DISTRICT COUNSEL

DATE SIGNED: 6/22/21

EXHIBIT A

EXECUTIVE ASSISTANT/BOARD SECRETARY WAGE SCALE

EFFECTIVE JUNE 6, 2021

EXECUTIVE ASSISTANT					
	Probation	Regular	Cert 1	Cert 2	Cert 3
HOURLY RATE	\$49.76	\$52.25	\$53.55	\$54.89	\$56.26
BI-WEEKLY	\$3,981	\$4,180	\$4,284	\$4,391	\$4,501
ANNUAL	\$103,498	\$108,673	111,389	114,174	117,029

It is the intent of the District to provide salary parity for **STEPHEN-PORTER** that reflects the top step of the average annual salary in comparative agencies. Parity for this position is defined as the average (mean) of the pay scales (high range) for "comparative agencies" for the following positions:

- Fallbrook Public Utility District – Board Secretary;
- Rainbow Municipal Water District – Board Secretary;
- San Diego Water Authority – Clerk of the Board;
- Sweetwater Authority – Board Secretary/Administrative Assistant;
- Vista Irrigation District – Board Secretary.

EXHIBIT B

GROWTH CALCULATION EXAMPLE

EFFECTIVE JUNE 6, 2021

EXAMPLE NEGOTIATIONS FORMULA WORKSHEET

	BUDGETED CURRENT YEAR	PROJECTED NEXT YEAR
Property tax	\$ 1,000,000.00	\$ 1,100,000.00
Growth	\$ 100,000.00	
PERS and POB	\$ 5,000.00	
Healthcare @ 10%	\$ 5,000.00	
Actual Non-Personnel Operating Costs CPI Anticipated 3% FY 21/22	\$ 30,000.00	
Total	\$ 40,000.00	
Available for Salaries	\$ 60,000.00	
Available for all	\$ 36,000.00	
40% for District Activities	\$ 24,000.00	