

Employment Agreement

I, Robert Cheng, accept the position of Assistant General Manger of the Coachella Valley Water District and I agree to compensation as follows:

Salary Range/Step	M17-8
Monthly Rate	\$18,992
Annual	\$227,904

The District will provide me with \$10,000 for relocation expenses. Should I leave the District by my own decision within one year of my employment, I will pay back to the District the total \$10,000.

This offer of employment is contingent on my passing a background check, physical examination and drug screen that will be provided at District expense.

In exchange for the salary provided to me by the District, I, Robert Cheng, agree to perform duties under the terms and conditions described below.

Appointment:

That my appointment to Assistant General Manager with the Coachella Valley Water District is "at will" for no specific length of time and that the employment may be terminated at any time for any reason.

This offer is the entire offer and that there are no other expressed or implied promises, promotions, representations or contracts being offered to me and no promises or agreements made before this date have any effect. I understand that there can be no oral or implied amendments to this agreement unless in writing, signed by the General Manager of the District. I also understand and agree that I will hold in the strictest of confidence and not disclose to any person, firm, or corporation or use to compete with the District, without the express authorization of the President of the Board of Directors, any confidential or proprietary information relating to the business of the District. Confidential or proprietary information includes but is not limited to: trade secrets, processes, formulas, computer programs, data, know-how, inventions, improvements techniques, marketing plans, forecast, legal or contractual strategies, opinions, long or short range plans, or information relating to customers, employees, and vendors.

I understand and agree that when my employment with the Coachella Valley Water District ends, that I will deliver to the District and not keep or deliver to anyone else, any and all records, documents, notes, memoranda, specifications, devices, and in general any and all material relating to the District's business.

I am subject to all terms of employment as applicable to employees and in compliance with District Ordinance 1393 (or most current version).

I will be evaluated for performance and that I must meet the expectations of the position as directed by the General Manager.

I will be responsible for complying with the District's conflict of interest policy and required to attend bi-annual ethics classes.

Benefits:

I will accrue benefits in the same manner as the Association of Coachella Valley Water District Managers (ACVWDM) executives with the following exceptions:

1. As a currently participating member under a CalPERs defined benefit pension plan, I qualify for and will be eligible to participate in the District's 2.5% @ age 55 program.
2. Retirement Medical Benefits: To meet the required 15 years of service credit for eligibility for medical benefits upon retirement, I may use up to 5 years of previous service credit from their former public agency employer.

3. Supplemental Retirement Medical Benefits: I may use up to five years of previous public agency experience to meet eligibility requirement.

Upon hire, I will receive:

1. Three weeks of vacation to be used without the normal one year waiting period. I will accrue vacation time at 4.6 hours per pay period.
2. I will also receive two floating holidays to be used without the 90 day waiting period. I will receive another 3 floating holidays on January 1 which will be available to use immediately.
3. I will receive five executive leave days to be used without the 90 day waiting period.

I understand my benefits can be increased by the General Manager with Board of Directors approval.

The District shall furnish an automobile for District related transportation and shall provide for the fueling and maintenance.

The District shall provide a cell phone, laptop computer and tablet for use while employed with the District for District related responsibilities; use shall be in accordance with current District policies.

Resignation:

I have the right to resign from the Coachella Valley Water District for any or no reason. I will be expected to give written two weeks notice prior to the effective date of the resignation.

Discharge Without Cause:

I understand that I shall be subject to dismissal upon no less than thirty (30) days notice and no more than sixty (60) days notice, without proof of good cause, for any reason in the discretion of the General Manager. The provisions of this agreement are intended to assure to the District that the General Manager shall have the ability to release or replace me without cause upon the General Manager's determination that the best interests of the District require such release or replacement. Such action is authorized to assure compatibility between the General Manager and the Assistant General Manager upon whom the General Manager must rely for carrying out the mission of the District, and yet provide fair treatment to any employee being released or replaced under such authority.

Severance Benefits are as follows:

- a. I shall receive a lump sum severance of six (6) months total pay.
- b. The District shall maintain payment of its share of medical, dental, and vision insurance premiums to the plan provider for the period of six (6) months total coverage or until I accept other employment.
- c. No funds will be paid into any retirement plan on the employee's behalf during this time.

Agreement:

I understand and have read employment agreement and have had the opportunity to have it reviewed by an attorney. I understand that this agreement is final and binding.


Robert Cheng

8/5/13
Date


J. M. Barrett
General Manager

8.06.13
Date