

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the County of San Luis Obispo, State of California (hereinafter referred to as "County"), and Robert Reyes (hereinafter referred to as "Employee").

WHEREAS, County requires the services of an Assistant Chief Probation Officer; and

WHEREAS, the job requires experience, judgment, discretion, leadership and trust; and

WHEREAS, Employee is qualified to perform the duties described herein;

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. Employee shall carry out the duties of Assistant Chief Probation Officer as set forth in state law, the San Luis Obispo County Code, rules and policies of the County, and as otherwise directed by the Chief Probation Officer. Employee recognizes that his duties may change or evolve as the organization and management needs of the County change or evolve.

Employee shall provide such services on a full-time basis, under the direct supervision of the Chief Probation Officer. As a public officer, Employee agrees to maintain exemplary behavior, both during and outside working hours, so that neither he nor his relationship with the County becomes a source of discredit to the Probation Department, the County, or the public service.

2. Employment Status and Tenure. In accordance with San Luis Obispo County Code sections 2.40.060, Employee will be employed in the unclassified service of the County. Except as provided in Section 4 of this Agreement, nothing in this Agreement shall

be construed as preventing, limiting, or otherwise interfering with the right of the Chief Probation Officer to terminate the services of Employee at any time. Further, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with the County, subject only to the provisions set forth in Section 4, paragraph (c) of this Agreement. Employee understands and agrees that this term of employment is governed only by this Agreement and that no right of tenure is created hereby.

3. Term of the Agreement. Employee shall commence his service in this position on August 30, 2015, and shall continue under the terms of this Agreement unless it is modified by mutual agreement of the parties as set forth in Section 9 or until the Agreement has been terminated by either party as set forth in Section 4.

4. Termination.

(a) Employee shall serve at the will and pleasure of the Chief Probation Officer and may be terminated from employment with or without cause.

(b) The Chief Probation Officer may terminate this Agreement and Employee's employment at any time without cause. If Employee is terminated without cause, Employee shall receive a severance package equal to six months' salary calculated at the highest level of salary received by the Employee during the term of the Agreement ("severance pay") plus any accumulated leave entitlements (calculated in accordance with County Code sections 2.44.050 and 2.44.060). This severance package may be paid in a lump sum or six equal monthly installments at the Employee's discretion. In no event shall the severance package exceed the maximum amount permitted under by Government Code section 53260.

(c) The Chief Probation Officer may terminate this Agreement and Employee's employment at any time for cause. "Cause" shall mean only one or more of the following reasons:

- (1) misrepresentation of Employee's qualifications;
- (2) incompetency;
- (3) inefficiency;
- (4) inexcusable neglect of duty;
- (5) consistent with state and federal law, physical or mental unfitness for duty;
- (6) insubordination;
- (7) dishonesty;
- (8) inexcusable absence without leave which exceeds five working days;
- (9) discourteous treatment of the public or other employees;
- (10) improper political activity;
- (11) misuse of County property;
- (12) repeated violations of County or departmental safety rules or policies;
- (13) failure to maintain exemplary behavior, during or outside working hours.

If Employee is terminated for cause, Employee shall not receive any severance pay or any accumulated sick leave entitlement.

(d) If Employee decides to terminate this Agreement, Employee shall give written notice at least 30 days prior to the effective date of such termination and shall not receive any severance pay, but shall receive all accumulated leave entitlements in accordance with County Code sections 2.44.050 and 2.44.060.

5. **Salary.** Salary shall commence at Step 4 (approximately \$10,595.83 per month) of the current approved salary range. Employee shall be eligible for step increases at the discretion of the Chief Probation Officer based on performance. Employee's salary range shall be reviewed in the same manner as other general management employees. Any future salary increases shall be based on County Code sections 2.48.180 and 2.48.034.

6. **Salary and Benefit Changes.** Salaries and benefits may be determined by legislative action of the Board of Supervisors, or the people of the County, and may be amended without specific notice to Employee.

7. **General Employment Benefits.** Except as noted herein, Employee shall receive the same benefits that are provided to general management employees (payroll unit BU08) and in accordance with the applicable County Code section(s). These benefits include but are not limited to: vacation, sick leave, administrative leave, holidays, deferred compensation plan participation, life insurance, long-term disability insurance, wellness/fitness benefit, tuition reimbursement, participation in pension trust plan, County "pickup" of employee contribution to the pension trust plan, and the reimbursement of out-of-pocket expenses associated with employment including travel reimbursement and professional association membership. Employee will receive any changes to the aforementioned benefits at the time, and in the same manner, when benefit changes are provided to members of the general management payroll unit (BU08).

8. **Travel, Registration Reimbursement, and Membership in Professional Associations.** Employee shall receive the same opportunities for professional related travel, registration reimbursement, and reimbursement for professional association membership as

provided to other general management employees, limited only by budget constraints or future policy decisions by the Board of Supervisors.

9. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any and all previous agreements between the parties and Employee shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effected unless in writing, signed by both parties. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained in this Agreement and no others.

10. Non-Assignment of Agreement. This Agreement is intended to secure the individual services of Employee and thus Employee shall not assign, transfer, delegate, or sublet this Agreement or any interest therein without the prior written consent of County, and any such assignment, transfer, delegation or sublet without County's prior written consent shall be considered null and void.

11. Covenant. This Agreement has been executed by the parties and delivered in the State of California, and the validity, enforceability and interpretation of any clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are to be performed in San Luis Obispo, County, and such County shall be the venue for any action or proceeding that may be brought.

12. Duty to Defend. Employee shall be entitled to the protection of the California Tort Claims Act, including the County's duty to defend litigation against Employee arising from performance of the duties of his office, in accordance with Government Code sections

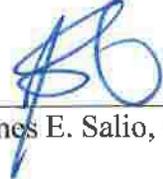
995 and 995.2.

IN WITNESS WHEREOF, County and Employee have executed this Agreement on the day(s) and year hereinbelow set forth.

EMPLOYEE

By:  Date: 7/23/15
Robert Reyes

COUNTY OF SAN LUIS OBISPO

By:  Date: 7/23/15
James E. Salio, Chief Probation Officer

APPROVED BY BOARD ACTION:

By: _____ Date: _____
Chairperson

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By:  Date: 7/27/2015
County Counsel