

AMENDMENT ONE TO EMPLOYMENT AGREEMENT

The Employment Agreement dated July 18, 2024 between Kathy Allen, AE and the Coastal Mendocino Association of Realtors is amended as follows:

IT IS AGREED:

1. **Employments Term:** The initial term shall be extended to April 1, 2025. This agreement shall automatically renew for additional one-year terms upon conclusion of the initial term and shall automatically renew thereafter for subsequent additional terms until otherwise terminated or not renewed by either Association or AE as provide in the Employment Agreement.

All other terms of the Employment Agreement dated July 18, 2024 shall remain in effect.

Coastal Mendocino Association of Realtors

By: Birdie Wilson-Holmes
Birdie Wilson-Holmes, President

Katherine Allen
Katherine Allen

Date: 1-22-25

Date: 1-22-25

AMENDMENT TWO TO EMPLOYMENT AGREEMENT

The Employment Agreement dated July 18, 2024 between Kathy Allen, AE and the Coastal Mendocino Association of Realtors is amended as follows:

IT IS AGREED:

1. **Employments Term:** The initial term shall be extended to July 1, 2025. This agreement shall automatically renew for additional one-year terms upon conclusion of the initial term and shall automatically renew thereafter for subsequent additional terms until otherwise terminated or not renewed by either Association or AE as provide in the Employment Agreement.

All other terms of the Employment Agreement dated July 18, 2024 shall remain in effect.

Coastal Mendocino Association of Realtors

By: Birdie Wilson-Holmes
Birdie Wilson-Holmes, President

Katherine L Allen
Katherine Allen

Date: 3/27/2025

Date: 3/27/2025

AMENDMENT THREE TO EMPLOYEE AGREEMENT

The Employment Agreement dated Jul 18, 2024 between Kathy Allen, AE and the Coastal Mendocino Association of Realtors is amended as follows:

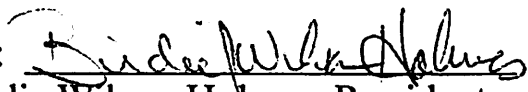
IT IS AGREED:

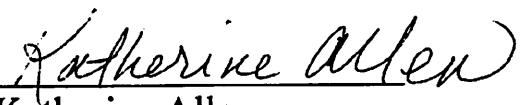
Paragraph 3.4 is hereby replaced as follows:

3.4 Employee Benefits – In addition to hourly compensation EXECUTIVE will receive \$700 per month. Said amount may be designated for health insurance and/or retirement in whatever proportion EXECUTIVE designates. Payments must be made directly to provider.

All other terms of the Employment Agreement dated July 18, 2024 remain in effect.

Coastal Mendocino Association of Realtors

By: 
Birdie Wilson-Holmes, President


Katherine Allen

EMPLOYMENT AGREEMENT

7/18/2024

This EMPLOYMENT AGREEMENT ("Agreement") is entered into as of ~~July 9~~ ^{XXX} July 9 20 24 at Fort Bragg, CA, by and between Kathy Allen ("ASSOCIATION EXECUTIVE" or just "EXECUTIVE") and the Coastal Mendocino Association of REALTORS® ("ASSOCIATION").

IT IS AGREED:

1. Employment Term - ASSOCIATION hereby hires and retains EXECUTIVE as the ASSOCIATION EXECUTIVE for an initial 6 Months commencing July 22 20 24, to and including January 22, 20 25 ("Initial Term"). This agreement shall automatically renew for additional one-year terms (each such term to be referred to herein as an "Additional Term") upon conclusion of the Initial Term and shall automatically renew thereafter for subsequent Additional Terms until otherwise terminated or not renewed by either ASSOCIATION or EXECUTIVE, as herein provided.

2. Duties and Responsibilities - EXECUTIVE shall perform duties and responsibilities of the ASSOCIATION EXECUTIVE in accordance with ASSOCIATION'S Bylaws, rules, and regulations, and shall provide executive management services for the ASSOCIATION and MULTIPLE LISTING SERVICE (MLS). EXECUTIVE shall perform such other duties and services as outlined in the ASSOCIATION EXECUTIVE Job Description and as may be entrusted to EXECUTIVE by ASSOCIATION in accordance with its Bylaws and consistent with the terms of this Agreement. During the term of this Agreement, EXECUTIVE shall be the ASSOCIATION EXECUTIVE, and EXECUTIVE shall report and be responsible to the ASSOCIATION Board of Directors. As a condition of employment, EXECUTIVE shall keep her Real Estate License on Hold or Inactive with the California Department of Real Estate.

Information received by EXECUTIVE relating to potential clients shall be broadcast and distributed equally to all office-designated brokers at the same time without exception.

3. Compensation

3.1 Amount - EXECUTIVE shall initially be Paid at an hourly rate of \$ 26.00/hour with hours recorded on a bi-monthly bi-monthly timecard. Executive will have daily time off for lunch and any breaks EXECUTIVE is entitled to by law.

3.2 Working Hours - EXECUTIVE's standard workweek shall be 40 hours. EXECUTIVE's hours shall be 8:00 AM to 5:00 PM with 1 hour for lunch, Monday to Friday or as directed by the Board. The ASSOCIATION office hours are 8:00 am to 12 and 1:00 to 5:00 pm, or as subsequently modified with Board approval.

3.3 Payments - Compensation payments shall be each made on the 20th and the 5th day of each month for the hours worked.

3.4 Health Insurance - In addition to hourly compensation EXECUTIVE will receive the actual cost up to \$ 700.per month towards a health insurance plan of their choosing, payments made directly to provider.

personal days. The EXECUTIVE and the President shall agree upon personal days in advance whenever possible.

6. Evaluation

6.1 Probationary Period – EXECUTIVE shall be considered a probationary employee for the first six month of his/her employment and will receive an initial evaluation for that period. Following successful completion of the probationary period EXECUTIVE's permanent employment shall be confirmed in writing.

6.2 Evaluation - No later than the end of June, and annually thereafter, ASSOCIATION shall evaluate and assess the performance of EXECUTIVE. Such evaluation shall be in accordance with the ASSOCIATION EXECUTIVE Job Description, progress toward established goals as communicated to EXECUTIVE in writing, and the working relationship between EXECUTIVE, Board of Directors and the ASSOCIATION. The evaluation shall include recommendations as to areas of improvement in all instances where ASSOCIATION deems performance should be improved. A copy of the written evaluation shall be delivered and reviewed with the EXECUTIVE. If EXECUTIVE should disagree with - such evaluation, she may respond in writing to be delivered to the ASSOCIATION President. All such writings shall be made a part of EXECUTIVE's confidential personnel file.

7. Nondisclosure of Confidential Information - EXECUTIVE recognizes that he/she shall be employed in a sensitive position that involves a relationship of trust and confidence. During the course of the EXECUTIVE's employment or hiring, EXECUTIVE may receive, develop, otherwise acquire, have access to or become acquainted with confidential information or other sensitive information relating to the business of ASSOCIATION. In this regard, EXECUTIVE understands and hereby agrees that the term "confidential" shall include, but not be limited to, information contained in listing agreements, grievances, professional standards hearings, customer and client lists, client and broker information, all information stored in the ASSOCIATION database such as notes, proposals, historical sales, pricing information, and market analysis.

If it is at any time determined that any of the information or materials identified above are, in whole or in part, not entitled to protection as trade secrets, EXECUTIVE agrees that they shall nevertheless be considered and treated as confidential information that is protected under this Agreement, to the maximum extent permitted by law.

EXECUTIVE shall not, at any time during the term of this Agreement or after its termination, disclose to others, either directly or indirectly, or take or use for EXECUTIVE's own purposes or the purposes of others, either directly or indirectly, any confidential information of ASSOCIATION. EXECUTIVE understands and acknowledges that these restrictions shall also apply to confidential information conceived, originated, discovered or developed by EXECUTIVE within the scope of the EXECUTIVE's employment or hiring.

3.5 Review - Compensation shall be reviewed by the ASSOCIATION Board of Directors in July-August of each year considering the most recent EXECUTIVE evaluation, with adjustments for merit, cost of living, or other reason's, as the Board shall, in its sole discretion, deem appropriate. Any adjustment to compensation to be finalized with changes to be made as input to the annual budget and awarded when the budget is approved in October.

4. Expense Reimbursement

4.1 In General - ASSOCIATION shall pay or reimburse EXECUTIVE for all reasonable expenses incurred by EXECUTIVE in performance of his/her duties under this Agreement, and in accordance with the policies of, and budget approved by, the ASSOCIATION, which expenses shall be subject to the approval of the Treasurer.

4.2 Professional Dues and Expenses - ASSOCIATION shall pay or reimburse EXECUTIVE for appropriate professional association dues and fees as may annually be approved by the Board of Directors. In addition, EXECUTIVE shall be reimbursed for all reasonable expenses incurred by EXECUTIVE in attending or otherwise participating in the programs of such organizations.

4.3 Automobile Reimbursement - ASSOCIATION shall provide EXECUTIVE reimbursement for the use of his/her vehicle on official ASSOCIATION/MLS business at a rate in accordance with the current IRS mileage allowance for tax purposes. A written auto mileage diary required to support such reimbursement.

5. Vacation, Sick Leave, Holidays and Personal Days

5.1 Vacation - Upon completion of a probationary period (see 6.1), EXECUTIVE shall accrue ~~XXXXX~~ vacation days in the first year of employment and an additional ~~XXXXX~~ (*) days each year thereafter until EXECUTIVE reaches a cap of 10 vacation days per year. Vacation days are to be recorded by the EXECUTIVE and the ASSOCIATION President. The President or the Board of Directors must approve vacation days in advance. **Upon completion of probationary period, Executive shall accrue 5 vacation days.**

5.2 Sick Leave - EXECUTIVE shall be entitled to 5 paid sick days per year to be used in the event of illness of the employee or employee's spouse, child, parent, domestic partner, or child of a domestic partner. Sick leave can also be used for medical/dental appointments. Sick days are to be recorded by the EXECUTIVE and the ASSOCIATION President. Sick days may only be taken during the year allowed and cannot be carried over into the following year.

5.3 Holidays - EXECUTIVE shall be entitled to 8 paid holidays during the year: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day plus two optional holidays (Martin Luther King Jr. Day, President's Day, Columbus Day, Veteran's Day, Christmas Eve Day, Day after Thanksgiving, etc.) to be scheduled with the President.

5.4 Personal Days - Any sick days in excess of 4 days per year and any personal time off that exceeds the number of available vacation days shall be considered unpaid

8. Amendment and Termination -

Mutual Agreement - This Agreement may be altered, amended or terminated at any time by mutual written agreement signed by EXECUTIVE and the ASSOCIATION President.

Termination - This Agreement shall terminate upon the occurrence of any of the following, with written notice of one party to the other, provided that in the case of termination by ASSOCIATION, there is formal action by the Board of Directors, at a duly called "closed" meeting by way of a resolution adopted by a majority of the Board of Directors to give such notice:

The 30th day after the sending of a written notice of an intention to terminate by ASSOCIATION to EXECUTIVE with or without cause;

Non-renewal of this Agreement. Notice must be sent at least sixty (60) days prior to the expiration of the Term.

The bankruptcy or dissolution of ASSOCIATION.

The death of EXECUTIVE.

EXECUTIVE absence due to physical or mental illness or other incapacity or inability, rendering EXECUTIVE unable to perform his/her duties and obligations under this Agreement for more than thirty (30) consecutive calendar days. ASSOCIATION will provide seven (7) days prior written notification to EXECUTIVE of an intent to terminate because of such absence or inability, subject to and consistent with applicable law.

The material breach of this Agreement, or the grossly negligent or willful nonperformance by EXECUTIVE of his/her obligations under this Agreement, or the commission of dishonest, fraudulent or criminal acts on the part of EXECUTIVE.

Termination by EXECUTIVE - EXECUTIVE may terminate his/her employment for the reasons set forth below, by giving written notice of such termination to ASSOCIATION at least thirty (30) days in advance of the termination date stated in such notice. Additionally, in the event EXECUTIVE decides not to renew this Agreement, he/she shall provide written notice to ASSOCIATION of his/her intention not to renew at least thirty (30) days prior to the expiration of the Initial Term or any Additional Term, as applicable.

EXECUTIVE may terminate EXECUTIVE's employment for any reason whatsoever. In the event of a termination by EXECUTIVE without Good Reason (as defined below), or in the event EXECUTIVE decides not to renew this Agreement:

EXECUTIVE shall continue his/her work for ASSOCIATION during the thirty (30) day notice period, unless otherwise requested by ASSOCIATION. EXECUTIVE shall assist ASSOCIATION in securing and training his/her successor, as requested by ASSOCIATION, during such period. In order to make the transition to a new

EXECUTIVE and the operation of ASSOCIATION continue as smoothly as possible and without interruption, simultaneous with his/her thirty (30) day notice, EXECUTIVE shall submit a written exit/transition strategy plan. The plan shall include recommendations and timetable for assisting ASSOCIATION in selecting a successor and for facilitating the transition to a new EXECUTIVE. EXECUTIVE shall continue to perform the duties and responsibilities of EXECUTIVE during the thirty (30) day notice period, and shall cooperate as may be otherwise requested by ASSOCIATION.

ASSOCIATION shall pay EXECUTIVE any compensation due for the period worked plus accrued, unused vacation. EXECUTIVE shall receive no additional termination compensation.

Termination by EXECUTIVE of EXECUTIVE's employment for "Good Reason" shall mean a termination based on the occurrence, without EXECUTIVE's express prior written consent, of any of the following events:

Any reduction by ASSOCIATION in EXECUTIVE's salary;

Any material adverse change in duties of EXECUTIVE inconsistent with his/her position, duties, responsibilities, or status with ASSOCIATION;

The failure by ASSOCIATION to cure any material breach by ASSOCIATION of any provision of this Agreement within thirty (30) days after receipt of written notice from EXECUTIVE of the breach;

Termination Payments and Benefits

In the event of termination by ASSOCIATION the EXECUTIVE shall not be entitled to any termination compensation other than his/her final wages, including all accrued but unused vacation pay.

9. Other Provisions

9.1. Joint Effect of Agreement - Nothing in this Agreement shall be deemed to create a partnership or agency relationship between ASSOCIATION and EXECUTIVE to make EXECUTIVE jointly liable with ASSOCIATION for any obligation arising out of the activities and services contemplated by this Agreement.

9.2. Section Headings - Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

9.3. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

9.4. Waiver - Waiver by either party of any term or condition of this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.

9.5. Execution and Applicable Law - This Agreement shall be governed in accordance with the laws of the State of California in every respect. Any action or claim arising out of this Agreement must be brought in a court located in Mendocino County, California.

9.6. Notices - Any notice or communication permitted or required by this Agreement shall be in writing and shall become effective upon delivery or personal service or two days after the mailing thereof by certified mail, return receipt requested, postage prepaid addressed:

If to ASSOCIATION, to the ASSOCIATION President at the address of ASSOCIATION at 32670 Highway 20, Unit 6, Fort Bragg, CA 95437.

If to EXECUTIVE, 32670 Hwy. 20, Unit 6, Fort Bragg, CA 95437.

9.7. Arbitration - EXECUTIVE and ASSOCIATION hereby agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, the employment relationship between the parties, the termination of this Agreement or the termination of the employment relationship, that are not resolved by the parties' mutual agreement shall be resolved by final and binding arbitration by a neutral arbitrator in an appropriate forum in Mendocino County, subject to and consistent with applicable law. Proceedings to enforce, confirm, modify, set aside or vacate an award or decision rendered by the arbitrator will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. or, if necessary to enforce this agreement to arbitrate, applicable state law.

9.8 Effects of Agreement - This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns. EXECUTIVE shall not assign any part of his/her rights under this Agreement without the written consent of the Board of Directors. In the event of a merger, sale, transfer, consolidation, or reorganization involving ASSOCIATION, this agreement shall continue in force and become an obligation of ASSOCIATION's successor.

9.9 Legal Fees - In any action or proceeding involving a dispute between EXECUTIVE and ASSOCIATION arising out of the execution of this Agreement whether for tort or breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

9.10 Survival of Terms - Section 7 of this Agreement shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have signed it on the date shown below.

COASTAL MENDOCINO ASSOCIATION OF REALTORS®

BY: **Susie Francis** DocuSigned by: Susie Francis
CMAR President 319303904FB048A...

DATE: ~~XXXX~~ 6/9/24 7/19/2024

DocuSigned by: **Kathy Allen** Katherine Allen
Association Executive BDAPB0781BA44CD...

DATE: 7/18/2024