

**EMPLOYMENT AGREEMENT
FIRE CHIEF**

This Employment Agreement (“Agreement”) is entered into by and between the Central Fire District of Santa Cruz County (“District”) and Jason Nee (“Employee”) (collectively referred to as “Parties”).

RECITALS

WHEREAS, the District, through its Board of Directors (“Board”) desires to employ the services of Jason Nee as the Fire Chief of the District; and

WHEREAS, Employee desires to serve as Fire Chief for the District; and

WHEREAS, it is the desire of the Parties to provide the terms and conditions by which the District shall receive and retain the services of Employee as Fire Chief; and

NOW, THEREFORE, in consideration of the respective mutual covenants herein contained in this Agreement and the faithful performance of the terms and conditions set forth below, the Parties agree as follows:

SECTION 1: APPOINTMENT AND AT-WILL EMPLOYMENT STATUS

- 1.1 The Board hereby appoints, and the District employs, Employee as Fire Chief for the District. Employee accepts the appointment effective as of the term beginning date set forth below.
- 1.2 Employee acknowledges and agrees that Employee’s appointment to the position of Fire Chief is at-will and that Employee serves at the pleasure of the Board. The Parties agree that Employee’s employment with the District may be suspended or terminated by the Board, any time, with or without cause, as provided in this Agreement. The Parties further agree that Employee may end his employment with the District for any reason and at any time.
- 1.3 The Parties agree that Employee does not have a “property interest” in continued employment and that Employee’s employment shall remain at-will regardless of the length of employment, past or current performance, raises or representations of continued employment by any agent or employee of the District. The at-will nature of Employee’s employment with the District may only be modified by a written agreement that is approved by the District’s Board.

SECTION 2: TERM

- 2.1 The District agrees to employ Employee and Employee accepts employment with District under the terms and conditions set forth in this Agreement for the period of May 3, 2022 through

December 31, 2025, or until Employee's employment is terminated by either Party in accordance with the provisions set forth in Section 11 of this Agreement.

- 2.2 In the event of a merger, consolidation or contract for service involving the District with another public agency during the term of this Agreement, the Parties agree that any and all of the terms of this Agreement, including but not limited to a reduction in rank from the position of Fire Chief, shall be subject to renegotiation. Should a reduction in rank occur, Employee will be returned to his last permanent rank and position during his employment with Central Fire District of Santa Cruz County.

SECTION 3: DUTIES

- 3.1 Employee shall faithfully, diligently and to the best of Employee's abilities, perform all of the duties of the Fire Chief as established by and in conformance with State law, District rules and regulations and the attached job description. Employee will perform these duties in accordance with the policy direction of the Board. Employee will also perform any additional duties which are assigned by the Board and which are legally permissible and proper duties. At all times during the term of this Agreement, Employee shall be directly responsible to and report to the Board.
- 3.2 Employee agrees that Employee has a duty of loyalty to the District and shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the District's business and affairs. Employee shall not engage, without the express prior consent of the Board, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, that may cause a conflict of interest with the District or that might otherwise interfere with the business or operations of the District or the satisfactory performance of Employee's duties.
- 3.3 Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with the reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission and any District Conflict of Interest Code, resolution, or policy.
- 3.4 In the performance of assigned duties, Employee is expected to conduct himself in a manner that is appropriate for the position of the Fire Chief and which complies with all applicable District policies and procedures, including the District's Equal Employment Opportunity and Substance Abuse policies.

SECTION 4: HOURS OF WORK

- 4.1 The position of Fire Chief is exempt from overtime under the Fair Labor Standards Act.

- 4.2 Employee's regular, consistent attendance at District offices during the business hours of the District and meetings of the Board is expected as part of Employee's fulfillment of the duties of the position of Fire Chief.
- 4.3 Employee's normal work schedule shall be 6:30 a.m. to 3:30 p.m., Monday through Friday, except that Employee's working hours may be amended to provide for alternative Friday's off (a 9/80 style schedule) so long as such a schedule does not impact Employee's ability to complete all required duties in a satisfactory manner. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Fire Chief position.
- 4.4 It is recognized that Employee must sometimes devote time to the business of the District outside of the District's customary business hours, and to that end, Employee's schedule of work each day and week may vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Board. On those occasions when Employee performs more than 40 hours of work in a week, Employee may be permitted to flex his schedule in a future workweek.

SECTION 5: COMPENSATION

- 5.1 The District agrees to compensate employee for services rendered under this Agreement at an annual salary of 5% above the top step Assistant Chief's Salary. Such salary shall be paid in installments on the District's normal paydays and in accordance with the District's normal pay practices and shall be subject to customary withholding for taxes and other required or authorized deductions. Such salary rate shall be effective the pay period including May 3, 2022.
- Pay period including May 3, 2022 - \$ 22,631.50/monthly, \$ 271,577.96/annually.
- 5.2 Should the District implement a wage reduction for all employees in a bargaining unit or decline to provide a COLA increase to any bargaining unit, then no COLA will be made to the salary for the position of Fire Chief.
- 5.3 The District and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 10 of this Agreement. Such annual salary review shall include consideration of those benefits to Employee under this Agreement. The District may, but is not required to, consider or approve merit increases or other compensation enhancements in conjunction with the annual salary review. An affirmative vote of a majority of the Board shall be required to effectuate any increase in salary or compensation enhancement pursuant to this Agreement. Unless otherwise provided by the Board, any approved increase or enhancement will be effective the first day of the payroll period following the date of the Board's final approval of the increase or enhancement.

- 5.4 Employee shall not receive overtime payment or any additional compensation for excess hours worked except in the case where hours worked in excess of forty (40) hours per week during times of declared disaster, either State or Federal and only when the District is reimbursed for such time. In such instances, Employee will be compensated for the additional hours worked in connection with the declared disaster at Employee's hourly rate.

SECTION 6: EDUCATIONAL INCENTIVE PAY AND PROFESSIONAL DEVELOPMENT

- 6.1 Employee is eligible to participate in and receive Educational Incentive Pay under the same terms and conditions applicable to employees subject to the Memorandum of Understanding between the District and the Central Fire District Chief Officer's Association.

Employees may pursue additional compensation above their individual merit salary step increments through the Employer Education Incentive Plan.

A pay rate incentive program recognizing individual educational initiative shall be awarded to all employees who possess a college level degree from an accredited college or university. This will also include certain State Certification Levels.

To participate in the Education (pay) Incentive Program, the employee must possess either an Associate Degree, Bachelor's Degree or Master's Degree in any field of study. An additional incentive level is available for those Employees who have completed and are in possession of a California Chief Officer Certification or a California Certified Chief Officer.

- Associate Degree shall receive \$188 per month.
- Bachelor's Degree shall receive \$282 per month.
- Master's Degree shall receive \$377 per month.

The above incentives cannot be combined or compounded. The following incentives shall be compounded if the employee has met the requirements for the above incentive levels.

- An employee meeting the above requirements, and who possesses a California Chief Officer Certification or a California Certified Chief Officer certificate, shall receive \$400 per month.
- An employee who possesses a California Executive Chief Fire Officer Certification shall receive \$200 per month.
- An employee who has completed the National Fire Academy Managing Officer program shall receive \$300 per month.
- An employee who has completed the National Fire Academy Executive Fire Officer program shall receive \$400 per month.

Education incentive and Chief Officer Certifications are reportable special compensation to CalPERS for pension calculation in accordance with Article 4, Section 571.1 of Chapter 2 of Division 1 of Title 2 of the CA Code of Regulations.

When an employee elects to convert his/her time into monetary compensation, the educational pay incentive will be considered to be part of an employee's hourly rate.

6.2 The District recognizes the need for and encourages Employee to participate in continuing education classes relevant to the Fire Service and to associate himself with industry-related professional organizations. To that end, the District will:

- Provide Employee with 40 hours of leave per year in calendar years 2022, 2023, 2024 and 2025 for professional development and education;
- Budget and pay professional dues and subscriptions on behalf of Employee which are reasonably necessary for Employee's participation in national, regional, state or local professional organizations; and
- Budget and pay the travel and subsistence expenses of Employee for official travel, meetings and occasions reasonably adequate to continue the professional development of Employee, including but not limited to the annual California Fire District Association meeting. Employee shall be responsible for complying with the District's travel and expense reimbursement policies, including providing copies of all receipts, and will not receive more than the maximum reimbursements provided under those policies.

SECTION 7: LONGEVITY

7.1 Employee will receive a 2.5 % salary increase after the completion of ten (10) years of service to the District.

SECTION 8: MANAGEMENT SPECIALTY PAY

8.1 The Fire Chief shall receive compensation at a rate of 4.62 hours per pay period calculated at the employees' base rate of pay. This Management Specialty Pay meets the definition of special compensation as defined in Cal. Code of Regs., Title 2, Section 571 and shall be incorporated into the unit member's compensation reported to CalPERS for retirement purposes.

SECTION 9: HEALTH AND WELFARE BENEFITS

9.1 General Terms:

Except as otherwise provided in this Agreement, Employee shall be eligible to participate in District benefit programs, including medical, dental, life insurance, disability and retirement programs on the same terms as offered to employees in the District's Chief Officer Association, including any amendments to those benefit terms and programs that do not conflict with the expression provisions

of this Agreement. The District reserves the right to amend any of the benefit plans or programs described in this section at any time and in accordance with applicable law.

Upon retirement or separation for any reason, the Employee may elect to join the Employers group policy for dental, vision and life, but the Employee will be responsible for 100% of the cost.

9.2 Health Insurance Benefits:

The District shall provide medical health insurance to Employee and his dependents through the CalPERS Health Benefits Program and shall pay the monthly premium for the health insurance plan as follows:

Employee may choose any health plan offered by CalPERS. The District will make the following contributions to the monthly premium. If an employee chooses a more expensive plan, they are responsible for paying any amount above the District's share. The difference, if any, will be deducted through the payroll system on a per pay period basis. If an employee chooses a less expensive plan, the employee will not receive the difference in the costs.

The District's contribution to the monthly premium will be as follows:

For the 2022 medical insurance plan year:

Employee only: \$1009

Employee plus one dependent: \$2017

Employee plus two or more dependents: \$2622

For the 2023 medical insurance plan year:

Employee only: \$1059

Employee plus one dependent: \$2118

Employee plus two or more dependents: \$2753

For the 2024 medical insurance plan year:

Employee only: \$1112

Employee plus one dependent: \$2224

Employee plus two or more dependents: \$2891

For the 2025 medical insurance plan year:

Employee only: \$1168

Employee plus one dependent: \$2335

Employee plus two or more dependents: \$3036

Upon retirement or separation for any reason, the Employer shall contribute to the Employee's medical insurance at the same level of coverage as the Employer's Chief Officer Association active members, until the Employee reaches age 65. At age 65 the contribution to the

Employee's medical insurance will reduce by half of the amount provided to the Chief Officer Association.

9.3 Dental Insurance Benefit.

The Employer shall provide dental insurance to Employee and his dependents as provided through Delta Dental Plan of California and shall pay the monthly premium for the dental insurance coverage. The District shall pay for the Delta plan level of coverage which provides for \$2,000.00 maximum per year for all active employees and dependents.

9.4 Vision Insurance Benefit.

The Employer shall provide vision care to employee and his dependents. The Employer shall pay the monthly premiums for employee and his dependents.

9.5 Life Insurance Benefits and Long Term Disability Benefits.

The Employer shall pay all premiums on behalf of employee for the Life Insurance and the C.A.P.F.F. Long Term Disability Plan. The life insurance plan will provide a death benefit of \$10,000 for a spouse, and \$5,000 per child.

The life insurance plan will provide the following benefit for employees:

- All employees to age 64 \$100,000.00
- Employees age 65 – 69 \$65,000.00
- Employees age 70 + \$50,000.00

The C.A.P.F.F. Long Term Disability Plan provides, after a sixty (60) day waiting period, a maximum payout benefit based on the C.A.P.F.F. Long Term Disability Insurance benefit (Plan A).

9.6 Pension Benefits.

Employee is a classic member 3% @ 50, as determined by CalPERS. Employee shall pay 12% contribution to CalPERS. The District shall pay the employer contribution to CalPERS.

In addition to the basic benefits, the following benefits are included:

- 20042 One Year Final Compensation
- 20965 Sick Leave Credit
- 21427 Increase in Non-Job Related Disability Retirement Allowances
- 21548 Pre-Retirement Optional Settlement 2 Death Benefit
- 21571 1959 Survivor Benefits
- 21572 Increased Level of 1959 Survivor Benefits
- 21573 Third Level of 1959 Survivor Benefits

21574 Fourth Level of 1959 Survivor Benefits
21024 Military Service Credit as Public Service

SECTION 10: PERFORMANCE EVALUATION

- 10.1 The Parties acknowledge that periodic performance evaluations are an important means by which the District and Employee may ensure effective communications regarding expectations and performance. To this end, the District will review and discuss Employee's performance and set performance goals for Employee on an annual basis. Employee acknowledges and accepts the fact that the Board has the right to schedule an evaluation session more frequently than once a year.
- 10.2 Employee will request and schedule the annual performance evaluation as appropriate under District agenda procedures or as otherwise directed by the Board.

SECTION 11: TERMINATION OF EMPLOYMENT

Notwithstanding anything in this Agreement to the contrary, the term of this Agreement may be terminated as follows:

- 11.1 Termination by Employee. Employee may voluntarily terminate employment at any time and agrees to give the District ninety (90) days advance notice of the effective date of Employee's resignation unless the Parties otherwise agree in writing. No severance payment under Section 11.3 will be due if Employee voluntarily terminates employment with the District.
- 11.2 Termination by District. Except as specified in section 2.2 above, Employee is an at-will employee serving at the pleasure of the Board. The Board may remove Employee at any time, either with or without cause, by a majority vote of its members. In the event that the decision is made to remove Employee, the District will provide Employee with written notice of the reason or reasons for removal pursuant to Government Code section 3254, subsection (c). Reasons for removal may include, but are not limited to, incompatibility of management styles, a change in administration or a termination for cause.

In the event that the employee is removed for any reason other than for cause, the Employee will be returned to his last permanent rank and position during his employment with Central Fire District of Santa Cruz County.

- 11.3 Severance. Except as otherwise provided in this Agreement, if Employee is terminated as Fire Chief for any reason other than for cause, the Employee shall be eligible to receive a severance payment in an amount equal to six (6) months of pay in a lump sum cash payment. This severance payment will be increased by one month for each full year of employment, calculated from January 1st to December 31st of each year, up to a maximum severance payment of nine (9) months. Employee's eligibility for any severance payment is expressly conditioned upon Employee's execution of: (1)

a waiver and release of any and all of Employee's claims against the District and District employees/officials, and (2) a covenant not to sue the District or any District employees/officials. If Employee elects not to sign the waiver, release and covenant not to sue, Employee will not be eligible to receive any Severance.

In the event that the Employee is removed for any reason other than for cause, the Employee cannot both be returned to his last permanent rank and position during his employment with Central Fire and receive severance.

11.4 Ineligibility for Severance Due to Termination for Cause. If the termination of Employee is the result of District's determination that "cause" for termination exists, Employee shall not be eligible to receive any severance under Section 11.3 above. Any determination of cause requires a vote of four out of five votes of the five-member Board sitting in full session and voting for termination. "Cause" is defined as:

1. A conviction, plea bargain, judgement or adverse determination by any court, the State Attorney General, a grand jury, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out significant and legally constituted policy decision of the Board or a persistent and willful violation of properly established rules and procedures;
5. Any act of dishonesty or fraud; or
6. Any other action or inaction by Employee that materially and substantially harms the District's interests.

11.5 Administrative Appeal of Termination for Cause. Employee's employment is subject to the provisions of the Firefighter Procedural Bill of Rights Act, California Government Code sections 3250, et seq. The Parties understand and acknowledge that the rights and protections described and afforded in the Firefighter Procedural Bill of Rights Act shall apply only to events and circumstances involving performance of Employee's official duties. In the event that Employee is terminated for "cause," Employee will be provided the right to an administrative appeal before an independent hearing officer appointed by the Board. Such hearing officer, after being presented the information and documentation deemed important by Employee, shall make an advisory recommendation to the Board on the issue of whether there was "cause" to separate Employee.

11.6 Death or Disability. This Agreement shall terminate automatically without triggering any severance payment obligations, upon death of Employee or upon separation of Employee from employment due to a disability which prevents him from performing the essential functions of the Fire Chief position, even with reasonable accommodations. As used here, "disability" shall have the same meaning applicable under CalPERS retirement programs. Neither Employee, nor Employee's heirs,

administrators, or assigns shall have any right under this Agreement to salary for periods after such death or disability except as otherwise provided by law.

- 11.7 Compensation Upon Termination. Upon any separation from employment, Employee will be compensated for all accrued but unused vacation leave and any other leave time that is eligible for payment upon separation under the District's rules and procedures. In the event this Agreement is terminated, Employee may elect to retire from the District, provided Employee is eligible for and accepts a CalPERS retirement coincident with Employee's separation.

SECTION 12: GOVERNMENT CODE SECTION 53243 ET. SEQ

- 12.1 In the event the District determines to place Employee on paid leave pending an investigation, Employee shall fully reimburse such pay if he is subsequently convicted of a crime involving an abuse of his office or position.
- 12.2 In the event the District determines to fund all or part of a legal criminal defense for Employee, Employee shall fully reimburse such funds if Employee is subsequently convicted of a crime involving an abuse of Employee's office or position.
- 12.3 In the event Employee receives a cash payment under the provisions of Section 11.3 above, Employee shall fully reimburse those funds if he is subsequently convicted of a crime involving an abuse of Employee's office or position.
- 12.4 For purposes of this Section, "abuse of office or position" shall be determined as defined in Government Code section 53243.4.

SECTION 13: OTHER BENEFITS

- 13.1 Sick Leave.

Employee shall be entitled to accrue sick leave at the rate of 16 hours for each full month of continuous service. Sick leave may be used for any reason allowed by law and as described in California Labor Code Section 246.5. Unused sick leave hours carryover from year to year.

At the end of each calendar year; a maximum of 96 hours of the annual accumulated sick leave in excess of 1600 hours may be paid at the employee's regular hourly rate of pay in effect on December 31st. The request will be made in writing to the Human Resources Administrative Analyst by December 31st. Payouts will be processed no later than the second full pay period following December 31st. Any employee with a sick leave balance below 1600 hours may not cash in hours.

Employee may accumulate an unlimited amount of sick leave hours.

Upon retirement, employee shall have the option of:

- a. Convert the entire balance of his accumulated sick leave to service credit in accordance with the provisions of the Public Employees Retirement Law (California Government Code Section 20965); **or**
- b. Employee receive compensation for up to 750 hours of unused sick leave, at the employee's current rate of pay, and convert their remaining sick leave balance to service credit under California Government Code Section 20965.

Upon retirement, any payout will be at the employee's current rate of pay.

Sick Leave Payout shall not be reported to CalPERS for pension calculation.

13.2 Vacation Leave. Employee shall earn and accrue vacation time as follows:

- 9.23 hours per pay period
- Maximum accrual will be 500 hours

The Employee shall be permitted to convert up to one hundred fifty hours (150) hours of earned and accrued vacation time into monetary compensation each calendar year. The Employee shall be compensated at their regular hourly rate of pay for each hour so converted.

Vacation hours not taken due to duty-related illness and/or injury or operational needs beyond the Employee's control may be compensated for at the Employee's hourly rate of pay at the Fire Board's Discretion.

Upon promotion to the rank of Fire Chief, vacation hours in excess of the established maximum will be compensated for at the employee's regular hourly rate of pay immediately prior to the promotion.

When the employee terminates his employment and has earned vacation leave, those hours shall be reimbursed at the employee's regular rate of pay. When separation is caused by death of Employee, payment shall be made to the estate of such Employee.

Any Employee incurring a serious injury or illness which requires the Employee to be hospitalized or confined while on paid vacation leave may have those days changed to sick leave with pay and vacation days restored accordingly, provided the Employee has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.

13.3 Holidays. Employee will be permitted to take off those holidays recognized by the District and on which the District's Business Office is closed.

13.4 Executive Leave.

Employee is not entitled to earn or accrue compensatory time; however, the Employee shall be granted Executive Leave. In all instances of Executive Leave, the first and foremost consideration shall be the effective and efficient operation of the District.

- a. At the beginning of each calendar year, the Employee shall be credited with fifty-six (56) hours of Executive Leave.
- b. Executive Leave may be taken as time off at any time as approved by the Board of Directors.
- c. Upon separation from employment, any Executive Leave hours not used will not be compensated.
- d. Executive Leave shall be taken in the calendar year granted. It shall not be accumulated or carried over to the succeeding year.

13.5 Bereavement Leave.

In the event of a death in the employee's immediate family, the employee shall be granted 40 hours of paid bereavement leave.

Immediate family members consist of:

The parents of the employee,

The employees' spouse or domestic partner,

The parents of the employee's spouse or domestic partner,

The stepparents of the employee and/or employee's spouse or domestic partner,

The grandparents of the employee,

The siblings of the employee,

The children, stepchildren, and/or adopted children of the employee and/or the employees spouse or domestic partner.

- 13.6 Physical Fitness Program. Employee may, at Employee's option, elect to participate in the wellness/fitness program described in the District's Personnel Policy Guidelines Manual. Any time spent engaged in physical fitness activities shall not be considered hours worked and will not be used as a substitute for performing job duties during business hours.

- 13.7 Clothing Allowance. Employee shall wear a uniform or business casual attire or as appropriate during the work week. The District shall provide non-safety and safety attire. Employee will be responsible for maintenance of all non-safety clothing.

The District will report to CalPERS a uniform allowance of \$500.00 per year as special compensation for each Classic CalPERS member. The uniform allowance will be reported in twenty-six (26) equal installments of \$19.23.

- 13.8 Expense Reimbursement. The District recognizes that Employee may incur certain expense of a business-related nature. Unless stated otherwise in this Agreement, the District agrees to reimburse or to pay such business-related expenses which are incurred and submitted according to the District's normal expense reimbursement procedures or such other procedure as may be designated by the Board. To be eligible for reimbursement, all expenses must be supported by documentation meeting the District's normal requirements, submitted within time limits established by District and approved by the Board President or designee.
- 13.9 District Vehicle. The District will provide Employee with a District vehicle for Employee's use in conducting District business. District shall pay all fuel, insurance and maintenance costs for the vehicle. Employee may use the vehicle for incidental personal use only and it may not be used for personal travel while on leave. Generally, vehicle use shall be limited to District business and ancillary uses necessary to accomplish the duties and responsibilities of the Fire Chief position, including commuting to and from work.
- 13.10 Cellular Telephone. The District shall provide Employee use of a District-issued cell phone for business use.

SECTION 14: MISCELLANEOUS

- 14.1 Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code section 810 et seq. In its sole discretion, the District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.
- 14.2 Bond: The District agrees to pay the cost of any fidelity or other bond required by law for the Fire Chief position.
- 14.3 Notices. Any notices to be given hereunder by either party to the other shall be in writing and be transmitted by personal delivery or by mail, postage prepaid, addressed as follows:

To the District:
 Board Chair
 Central Fire District of Santa Cruz County
 930 17th Avenue
 Santa Cruz, CA 95062

To Employee:
 Jason Nee
 Address on File with the District

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Notices delivered by mail shall be deemed communicated as of the date of postmark.

- 14.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.
- 14.5 Amendments. This Agreement may be amended at any time by mutual agreement of the District and the Employee. Any amendments are to be negotiated, put in writing and adopted by the District's Board.
- 14.6 Binding Effect. This Agreement shall be binding on the District and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 14.7 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement or portion thereof, shall be deemed severable, and shall remain in full force and effect. The Parties shall discuss what, if any, amendments to make to this agreement if any portion of it is held unconstitutional, invalid or unenforceable by a court of law.
- 14.8 Governing Law. This Agreement shall be governed and enforced according to the laws of the State of California.
- 14.9 Failure to Act. No failure to exercise and no delay in exercising any right, remedy or power set forth in this Agreement shall operate as a waiver to the exercise of that right, remedy or power in the future.
- 14.10 Ambiguities and Uncertainties. This Agreement and any ambiguities or uncertainties herein, or the documents referenced herein, shall be equally and fairly interpreted and construed without reference to the identity of the party preparing this document or the documented referred to herein, on the express understand and agreement that parties participated equally in the negotiation and preparation of this Agreement and the documents referred to herein, or have had equal opportunity to do so. Accordingly, the parties hereby waive the benefit of California Civil Code section 1654 and any success or amended statement providing that in cases of uncertainty, language or a contract should be interpreted most strongly against the party who caused the uncertainty to exist.
- 14.11 Employee's Independent Review. Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representation or promises other than those contained in this Agreement. Each party will bear its/his own costs including attorneys' fees in connection with the negotiation and execution of this Agreement.
- 14.12 Execution. The District and Employee may execute separate copies of this Agreement, but those separate copies will constitute one agreement and each signed copy will be fully effective as if it were a single original document. A facsimile or Adobe portable document format ("pdf") copy of this Agreement shall be as effective as an original.

14.13 Effective Date. This Agreement shall be effective commencing May 3, 2022.

IN WITNESS WHEREOF, the Board of Directors has caused this Agreement to be signed and executed in its behalf by its Chair and duly attested by the Board Secretary, and the Employee has signed and executed this Agreement, both in duplicate, effective on the day and year first above written.

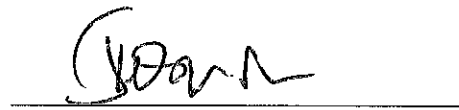
On Behalf of the District



Chair, Board of Directors

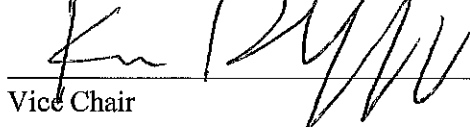
April 14, 2022
Date

On Behalf of Employee



4/14/22
Date

ATTEST:



Vice Chair

APRIL 14, 2022
Date