

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

RESOLUTION NO. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) entered an employment agreement with Nila Gonzales on January 1, 2012 (as once previously amended, "Agreement") to serve as the TJPA's Chief of Staff/Board Secretary, which provides for certain salary and benefits, and certain assigned duties; and

WHEREAS, On August 18, 2020, the TJPA Board of Directors appointed Nila Gonzales to the position of Interim Executive Director of the agency effective September 1, 2020; and

WHEREAS, During the term of Ms. Gonzales's service as Interim Executive Director, her scope of duties and responsibilities will change and increase, and a commensurate change in compensation is appropriate; now, therefore, be it

RESOLVED, That the TJPA Board of Directors does hereby authorize the Board Chair to execute an amendment to the Agreement with Nila Gonzales for the position of Interim Executive Director, in the form presented herewith, effective September 1, 2020, and take such other actions as are reasonable and necessary to implement the amended contract.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of September 10, 2020.

Secretary, Transbay Joint Powers Authority

EMPLOYMENT AGREEMENT SECOND AMENDMENT

THIS EMPLOYMENT AGREEMENT SECOND AMENDMENT (“Amendment”) is made by and between TRANSBAY JOINT POWERS AUTHORITY (“TJPA” or “Employer”), a California Joint Powers Authority, and Petronila “Nila” Gonzales (“Employee”).

RECITALS

WHEREAS, Employer entered an employment agreement with Employee on January 1, 2012 (as once previously amended, “Agreement”) to serve as the TJPA’s Chief of Staff/Board Secretary, which provides for certain salary and benefits, as described in Exhibit A to the Agreement, and certain assigned duties, as described in Exhibit B to the Agreement; and

WHEREAS, At its August 18, 2020 meeting, the TJPA Board of Directors appointed the Employee to the position of Interim Executive Director effective September 1, 2020; and

WHEREAS, During the term of Employee’s service as Interim Executive Director, the Employee’s scope of duties and responsibilities will change and increase, and a commensurate change in compensation is appropriate; and

WHEREAS, Certain changes to the Agreement are warranted to ensure the agreement reflects currently applicable law and regulation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree to modify certain provisions of the Agreement as follows:

Sections 2, 3, 4, & 6 are modified as follows:

While acting as the Transbay Joint Powers Authority’s Interim Executive Director, all references to “Executive Director” shall be replaced by “Board of Directors”.

Section 7 is replaced in its entirety as follows:

Employer and Employee agree to a pre-dispute resolution process. Prior to engaging in any legal or equitable litigation or other dispute resolution process regarding any of the terms and conditions of this Agreement, or concerning the subject matter of this Agreement, Employer and Employee specifically agree to engage, in good faith, in a mediation process at the expense of Employer, complying with the procedures provided for under California Evidence Code sections 1115 through and including 1129, as then currently in effect. Employer and Employee agree to use their best efforts to reach a mutually agreeable resolution of the matter. Employer and Employee understand and agree that should any party to this Agreement refuse to participate in mediation for any reason, the other party will be entitled to see a court order to enforce this

provision in any court of appropriate jurisdiction requiring the dissenting party to attend, participate, and make a good faith effort in the mediation process to reach a mutually agreeable resolution of the matter.

Section 9 is modified as follows:

While acting as the Transbay Joint Powers Authority’s Interim Executive Director, the address for notice to the TJPA shall be replaced with:

TJPA: Chair of the Board of Directors
 Transbay Joint Powers Authority
 425 Mission Street, Suite 250
 San Francisco, CA 94105

Exhibit A – Salary and Benefits – at Section 1.1 is replaced in its entirety as follows:

1.1 Compensation

Commencing September 1, 2020, Employee, acting as the Interim Executive Director for the Transbay Joint Powers Authority, shall be paid an hourly rate of \$124.88 payable in twice monthly increments (1st to the 15th of each month, and 16th to the end of the month) for such time as Employee fills such position. If Employee is asked to resume acting as Chief of Staff/Board Secretary for the Transbay Joint Powers Authority, Employee shall be paid at an hourly rate of at least \$91.14 plus any annual adjustment that would otherwise have been applied to such rate pursuant to this Exhibit A, Section 1.2 during the period when Employee served as Interim Executive Director.

Exhibit B – Assigned Duties is modified to add the following:

While acting as the Transbay Joint Powers Authority’s Interim Executive Director, Employee will perform the duties in the attached Interim Executive Director job description. The TJPA Board of Directors may assign Employee other duties in support of TJPA programs and policies, not yet delineated.

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Unless modified by the above, all other provisions of the Agreement remain in full force and effect, including but not limited to, the at-will nature of the employment relationship.

ACKNOWLEDGMENT AND AGREEMENT TO THE TERMS SET FORTH ABOVE

Dated: _____

By: _____

Nadia Sesay
Chair, TJPA Board of Directors

Dated: _____

By: _____

Nila Gonzales
Interim Executive Director

Right to Consult Counsel. The Employee has had the right to seek counsel and the Employee has been advised to consult independent counsel concerning this Amendment to the Agreement, and the effects of the Amendment.

Dated: _____

By: _____

Nila Gonzales
Interim Executive Director

EXHIBIT B
Interim Executive Director – Assigned Duties

Under the direction and supervision of the Transbay Joint Powers Authority (TJPA) Board, Employee will work as the TJPA Interim Executive Director. As the chief executive officer, Employee shall effectively and responsibly supervise, direct, and administer the business of the TJPA pursuant to the TJPA By-laws. Subject to the TJPA By-laws, resolutions, regulations, policies and procedures, and in accordance with applicable law, Employee shall:

1. Organize and reorganize the TJPA administrative, professional and technical staff in a manner which, in the Employee's best judgment, best serves the TJPA;
2. Hire, terminate, assign, select, and reassign personnel;
3. Select, supervise, and manage contractors and contracts of the TJPA, subject to applicable TJPA rules and policies;
4. Develop and recommend, and upon TJPA approval, implement the policies, goals, and objectives of the TJPA;
5. Developer and implement the capital, maintenance, and operational programs and projects of the TJPA; and
6. Administer the budget of the TJPA.



TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi-Kaplan • Executive Director

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (Agreement) made this 1st day of January, 2012, by and between TRANSBAY JOINT POWERS AUTHORITY (TJPA or Employer), a California Joint Powers Authority and Petronila "Nila" Gonzales (the Employee).

RECITALS

TJPA is a public Joint Powers Authority organized under the laws of the State of California.

TJPA wishes to enter into an at-will employment relationship with the Employee subject to certain terms and conditions hereinafter set forth and the Employee has indicated agreement to such employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants as hereinafter set forth, the parties hereto agree as follows:

Section 1. Employment. TJPA hereby employs the Employee and the Employee hereby accepts employment with TJPA on the terms and conditions set forth in this Agreement and **Exhibit A** to this Agreement. It is agreed and understood that Employee's employment is at-will.

Section 2. Term.

A. This Agreement shall commence on the date indicated above, and shall terminate as set forth herein. This contract shall renew automatically on July 1 of each year unless either party gives the other notice prior to that date of a desire to renegotiate any term or of nonrenewal.

B. Notwithstanding anything to the contrary herein, this is an at-will employment, and this Agreement may be terminated by mutual agreement of the parties, or unilaterally by either party upon one days' written notice to the other party. Employee shall endeavor to give at least 10 days notice of intent to vacate the position, although this calls for good faith only, and any failure to do so would not be a breach of this contract.

C. Subject to the provisions for termination as hereinafter provided, the Employee shall be employed by TJPA at the pleasure of the TJPA Executive Director (hereinafter the Executive Director). Employee's employment is at will and is subject to termination at any time at the sole discretion of the TJPA Executive Director. Employee understands and acknowledges that employee's engagement under this Agreement is in an "at-will" capacity. Employee has those rights under any personnel rules which TJPA may adopt which are applicable to "at-will" employees, including rules regarding those

statutory rights which are applicable to all employees. Employee may terminate this Agreement and employee's relationship with TJPA at any time upon 10 working days' e-mail notice. Except as expressly indicated in this section, Employee's "at-will" relationship with TJPA cannot be altered by practice, or by oral or written statement, except as provided below. Nothing in this Agreement shall be construed as requiring cause for termination or conferring property rights on Employee. This Agreement supersedes all prior agreements and practices related to Employee's work on behalf of TJPA. The only way in which Employee's at-will relationship with TJPA may be altered is by a written instrument signed by Employee and the TJPA Executive Director, which instrument specifically refers to this agreement and this section.

Section 3. Compensation and Performance Review. For all services rendered by the Employee pursuant to this Agreement, TJPA shall pay the Employee salary and benefits as set forth in **Exhibit A**. The Employee's performance and compensation generally are reviewed at least annually by the Executive Director of TJPA or designee. In addition, TJPA has a cost of living increase based on the CPI ending 10/31 of each year for the San Francisco Bay Area Clerical and Urban Wage Earners. TJPA does not participate in the Social Security system.

Section 4. Duties. The Employee is engaged to perform services and specific duties as assigned by the Executive Director, or designated representative. Employee's assigned duties commencing on the date specified in Exhibit A, are shown on **Exhibit B** hereto.

Section 5. Compliance with Laws. The Employee shall follow all laws pertaining to employment as well as comply with all federal, state, city, and TJPA laws, statutes, ordinances, rules, regulations, policies, and the orders and decrees of any courts, administrative bodies, or tribunals affecting the performance of this Agreement.

Section 6. Exclusive Service. The Employee shall devote his/her time and attention during work hours to rendering services on behalf of TJPA only if working full-time for TJPA. Employment or paid work outside this Agreement must be pre-approved by the Executive Director.

Section 7. Arbitration. Any disputes concerning the parties' rights and responsibilities in this employment relationship, including, but not limited to this Agreement, and any claims concerning discrimination, harassment, wrongful discharge, a tort, breach of contract, breach of the covenant of good faith and fair dealing, any alleged unlawful or wrongful act which might arise under federal, state, and/or local constitutions, statutes and regulations shall be submitted to binding arbitration. Such binding arbitration shall be governed by the terms of Title 9 of the California Code of Civil Procedure (§1280 et seq.). Any arbitration proceedings shall be private and confidential to the extent permitted by law.

Employee and TJPA shall jointly attempt to agree on an arbitrator. If Employee and TJPA fail to agree upon an arbitrator within 14 calendar days of a timely request for arbitration, the parties shall jointly request the State Mediation and Conciliation Service

to supply them with a list of seven names of persons experienced in hearing disputes involving public sector employment. Each party shall strike one name from the list until one name remains and that person shall be the arbitrator. The first party to strike shall be determined by lot. Both parties shall bear their own attorneys' fees but the arbitrator's costs shall be borne by TJPA. Any party seeking a copy of the transcript of the arbitration shall pay the costs of preparation of the transcript.

All disputes must be submitted in writing to the other party for arbitration within one year of the incident giving rise to the dispute or be barred as untimely.

Section 8. Non-Assignable. This Agreement shall not be assignable.

Section 9. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile, (d) by email or (e) by a commercial courier that guarantees delivery and provides a receipt, and shall be addressed as follows:

TJPA: Maria Ayerdi-Kaplan
Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Email mayerdi-kaplan@transbaycenter.org

Employee Name: Petronila "Nila" Gonzales

Section 10. Construction. This Agreement shall be governed by the laws of the State of California. The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This instrument contains the entire agreement of the parties concerning employment and supersedes any previous written, oral or implied contracts. This Agreement may not be changed except by written agreement duly executed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, and personal representatives.

Section 11. Conflict of Interest. Employee covenants that she/he has no interest in, nor shall acquire any interest directly or indirectly, which will conflict in any manner or degree with the subject matter of this Agreement or performance of services hereunder. Employee shall file an annual disclosure of economic interest (Form 700) if so required, and shall also file disclosure of economic interest on leaving employment.

Section 12. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement. Moreover, the parties agree to replace the invalid provisions with a substitute provision that will satisfy the intent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first hereinabove set forth.

DATED: 12/14/11 2011

TRANSBAY JOINT POWERS
AUTHORITY

by: 
Executive Director

DATED: 12/16 2011

by: 
Employee

Right to Consult Counsel. The Employee has had the right to seek counsel, and the Employee has been advised to consult independent counsel concerning this Agreement, and the effects of the Agreement.

DATED: 12/16 2011


Employee

EXHIBIT A

Salary and Benefits

1. Salary

1.1 Compensation

Commencing January 1, 2012 (the effective date of employment), Employee, acting as the Chief of Staff/Board Secretary for the Transbay Joint Powers Authority, shall be paid an hourly rate of \$60.3071 payable in twice monthly increments (1st to the 15th of each month, and 16th to the end of the month). Such compensation may change if Employee's duties are changed or to reflect compensation adjustments as deemed appropriate by the Executive Director.

1.2 Cost of Living Adjustment

The employee's salary will be adjusted annually (only upwards if warranted by the index), effective December 1 by the San Francisco Bay Area Consumer Price Index, for Urban Wage Earners and Clerical Workers. The index change will be used for the 12 months ending October 31.

1.3 Full-time Status

Employee is full-time and works 40 hours per week (or 2080 hours per year).

2. Overtime and Absences

2.1 Overtime

Employee is exempt from overtime compensation.

2.2 Absences

Employee must follow the absence reporting procedures as determined by their immediate supervisor.

3. Holidays

3.1 Actual Holidays

Employee shall receive 10 eight-hour paid holidays per calendar year.

1	January 1	New Year's Day
2	Third Monday in January	Martin Luther King, Jr. Day
3	Third Monday in February	President's Day
4	Last Monday in May	Memorial Day
5	July 4	Independence Day
6	First Monday in September	Labor Day
7	November 11	Veterans Day
8	Fourth Thursday in November	Thanksgiving Day
9	Fourth Friday in November	Day after Thanksgiving
10	December 25	Christmas Day

3.2 Holidays Falling on a Weekend Day

If any of the listed holidays falls on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.

4. Administrative Leave

4.1 Hours and First Year Allocation

Employee shall receive 96 hours of paid Administrative Leave per calendar year. Administrative Leave shall be prorated based on the effective date of employment during a calendar year. For calendar year ending December 31, 2012, 96 hours of administrative leave will be available.

4.2 Unused Administrative Leave

Unused Administrative Leave time is not paid out at the end of the year or upon separation from employment.

4.3 Requesting Leave

Paid Administrative leave shall be arranged at least 2 weeks in advance of the leave desired.

5. Vacation

<u>Length of Service</u>	<u>Vacation Accrual Rate</u>
1 st year to 4 years	12 days (96 working hours/3.694 hours bi-weekly)
After 4 years to 11 years	16 days (128 working hours/4.924 hours bi-weekly)
After 11 years	17 days (136 working hours/5.231 hours bi-weekly)
After 12 years	18 days (144 working hours/5.54 hours bi-weekly)
After 13 years	19 days (152 working hours/5.847 hours bi-weekly)
After 14 years to 16 years	21 days (168 working hours/6.462 hours bi-weekly)
After 16 years	22 days (176 working hours/6.77 hours bi-weekly)
After 17 years	23 days (184 working hours/7.077 hours bi-weekly)
After 18 years	24 days (192 working hours/7.385 hours bi-weekly)
After 19 years	25 days (200 working hours/7.70 hours bi-weekly)

5.1 Entitlement

Employee shall accrue vacation at the accrual rate of .0615 hours per regular standard hours in paid status, excluding overtime hours, for a maximum of 16 days per year. Vacation can be used with the advance approval of the employee's immediate supervisor.

5.2 Accrual

Employee shall not be allowed to have an accumulation of more than 2 years vacation accrual by December 15th of each calendar year. Vacation accrued in excess of the maximum allowed will be paid out each year by monetary payment at the employee's current rate of pay during the month of December.

6. Other Leaves

6.1 Sick Leave Accrual

Employee shall accrue sick leave credit at the rate of .0462 hours per regular standard hour in paid status, excluding overtime, for a maximum of 96 hours per year. Employee will not be compensated for unused sick leave upon separation from employment.

6.2 Family Sick Leave

Employee is entitled to use sick leave for the care of the employee's ill or injured immediate family member (mother, father, spouse, child, domestic

partner as defined in California law) for up to half of the employee's annual sick leave accrual. Such leave for this purpose will be deducted from the employee's sick leave balance.

6.3 Bereavement Leave

In case of death within the immediate family, Employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a maximum of 3 (preferably consecutive) workdays.

6.4 Family Definition for Bereavement Leave

For the purpose of this Bereavement Leave Section, immediate family is defined as husband, wife, domestic partner as defined by the State of California, father, mother, grandfather, grandmother, sister, brother, son, daughter and such other persons whose relationship to employee is essentially similar to the aforesaid relationships. Such bereavement leave shall not be charged against any leave balances or as leave without pay. If additional leave is needed any accrued available leave or leave without pay for a reasonable period of time may be used. Extended leave taken to care for an ill family member may be subject to various local, state and/or federal rules.

6.5 Family Care Leave and Pregnancy Disability Leave

Family Care Leave and Pregnancy Disability Leave are granted in accordance with the Federal and State law as adopted in Employer's Family Care Leave Policy and Pregnancy Disability Leave Policy.

6.6 Jury Duty

Employee may be absent from duty with full pay per jury assignment if summoned to jury duty. Employee must remit within 15 days, all fees received, except those specifically allowed for mileage and expenses.

7. Health and Welfare Plans

7.1 Medical Plan

Pursuant to the TJPA's Medical Plan, employer shall contribute up to \$570 per month for employee only, up to \$1140 per month for employee plus 1 dependent, and up to \$1400 per month for employee plus 2 or more dependents for calendar year 2012. Employees who can provide proof of existing medical coverage as indicated in 7.2 below will receive a benefit in lieu of the employer's contribution for medical insurance. Medical plans are based on the terms and conditions of the contract with the medical plan provider.

7.2 Alternate Medical Benefit Program

Employees who can provide proof of existing medical coverage from another source will receive a benefit in lieu of the Employer's contribution for medical insurance. Proof of coverage can be a letter from the provider, a copy of an insurance card, or any other such document as approved by the Executive Director. The amount of the benefit is set at the applicable employee single rate of \$570.00 per month, effective January 1, 2012.

7.3 Dental Plan

Employer shall contribute the premium cost for employees to participate in the dental plan to provide for dental care for qualified employees and

their eligible dependents. Employees have a one-time opportunity at employment to decide to participate in the dental plan. The Dental plan is based on the terms and conditions of the contract with the plan provider.

7.4 Vision Care Plan

Employer shall provide a Vision Care Plan for employees and shall pay the monthly premium amount for qualified employees and their eligible dependents. Employees have a one-time opportunity at employment to decide to participate in the vision plan. The Vision plan is based on the terms and conditions of the contract with the plan provider.

7.5 Short- and Long-term Disability

Employee shall be provided short- and long-term disability insurances at no cost to the employee, and plan components are based on the terms and conditions of the contract with the provider.

7.6 Life Insurance

Employee shall receive employer-paid life insurance premiums in the amount of one times regular salary to the nearest thousand to a maximum of \$250,000.00. The plan is based on the terms and conditions of the contract with the plan provider.

8. Retirement

8.1 Public Employees Retirement System

The Agency is a member of the California Public Employees' Retirement System (Cal/PERS). The Agency has adopted the voluntary salary reduction option offered by Section 414(h)(2) of the Internal Revenue Service Code and the Public Employees' Retirement System.

8.2 Retirement Formula

The Agency has adopted the PERS 2% at 55 retirement formula and the PERS single highest year formula. The Agency's PERS contract provides the option of allowing service credit for accrued sick leave for employees who retire with a PERS retirement benefit.

8.3 PERS Eligibility

All full-time employees, as well as employees who work more than 20 hours per week on average or more than 960 hours in a fiscal year shall be enrolled in PERS.

8.4 Employee Contribution to PERS

The Agency shall pay the employee's PERS retirement contribution pursuant to Government Code section 20691. The Agency shall determine the appropriate "group or class of employment" of Employee.

8.5 Deferred Compensation Plan

TJPA has a 457 plan for employees to participate.

8.6 Social Security Participation

Employer does not participate in social security.

8.7 Matching Contributions

The Employer will contribute to a 401(a) plan a match of the employee's contribution to a 457 deferred contribution plan up to an additional 2 percent of the employee's base annual salary. The match will be a one-for-one match, i.e. the employer will match each dollar of the employee's

contribution up to two percent for each payperiod in which the employee contributes.

8.8 Retiree Medical Insurance Reimbursement

For employees who have met CalPERS retirement requirements and so retire from TJPA employment who have at least 10 years of combined LGS and TJPA employment, TJPA will reimburse the difference between the PEMHCA (Public Employees' Medical and Hospital Care Act) minimum monthly contribution for retiree health and the retiree single health plan rate of the retiree's choice to the retiree on a monthly basis to a maximum of the Employers Medical Plan active employee single rate contribution. The total monthly reimbursement, including any Medicare Part B Supplement, shall not exceed the current employee single rate.

9. Legally Required Benefits

The Employer follows all legally mandated requirements, including providing Medicare, workers' compensation, and following California Domestic Partnership laws, and any other such laws as is required.

10. Rules, Regulations, and Policies

Employment is subject to the rules set forth in the Agency's personnel policies and rules which can be found in the Rules, Regulations, and Policy Manual.

11. Transit Allowance

Employee may receive a transit allowance. Employees driving vehicles while on duty must follow the Authority's policy on equipment and vehicle use. Employee shall receive a monthly transportation allowance equivalent to the cost of a monthly SF MUNI-only Fast Pass. Fast Pass amounts are adjusted periodically.

12. Auto/Cell Phone Allowance

Employee shall receive a monthly allowance to cover all costs associated with the use and maintenance of the employee's cell phone and the use and maintenance of the employee's own vehicle. The amount shall be \$50.00 per month. All work use of electronic devices must follow the Authority's policy on information and electronic systems and policy on agency equipment and vehicle use.

EXHIBIT B
Assigned Duties

Employee will act as the Transbay Joint Powers Authority's Chief of Staff/Board Secretary. Employee may be assigned other duties in support of TJPA programs and policies, not yet delineated. In that role, the employee will:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.

OTHER DUTIES – see attached job description.



TRANSBAY JOINT POWERS AUTHORITY

Mark Zabaneh • Executive Director

TO: TJPA Employees

FROM: Mark Zabaneh, Executive Director

RE: MODIFICATION TO EMPLOYMENT AGREEMENT

DATE: October 31, 2017

Effective November 1, 2017, the Transbay Joint Powers Authority has applied a vacation accrual schedule based on length of service, consistent with employment agreements executed prior to January 1, 2007. Due to this change, the terms of your Employment Agreement with the Transbay Joint Powers Authority have changed.

The modified contract provision is as follows:

Salary and Benefits
[Modifications to Employment Agreement: Exhibit A]

5. Vacation

5.1 Entitlement

Employee shall be entitled to accrue annual vacation leave as designated in the below accrual schedule with a maximum accrual of 25 days per year. Vacation can be used with the advance approval of the employee's immediate supervisor.

<u>Length of Service</u>	<u>Vacation Accrual Rate</u>
1 st year to 4 years	12 days (96 working hours/3.694 hours bi-weekly)
After 4 years to 11 years	16 days (128 working hours/4.924 hours bi-weekly)
After 11 years	17 days (136 working hours/5.231 hours bi-weekly)
After 12 years	18 days (144 working hours/5.54 hours bi-weekly)
After 13 years	19 days (152 working hours/5.847 hours bi-weekly)
After 14 years to 16 years	21 days (168 working hours/6.462 hours bi-weekly)
After 16 years	22 days (176 working hours/6.77 hours bi-weekly)
After 17 years	23 days (184 working hours/7.077 hours bi-weekly)
After 18 years	24 days (192 working hours/7.385 hours bi-weekly)
After 19 years	25 days (200 working hours/7.70 hours bi-weekly)

Unless modified by the above, all other provisions of the Employment Agreement remain in full force and effect, including but not limited to, the at-will nature of the employment relationship.

ACKNOWLEDGMENT AND AGREEMENT TO THE TERMS SET FORTH ABOVE

DATED: 10/31/2017

by:
Mark Zabaneh, Executive Director

DATED: 10/31/2017

by:
Print Name: Nila Gonzalez