

MEMORANDUM OF UNDERSTANDING

Between the
Gold Ridge Fire Protection District
And the
Gold Ridge Paid Firefighters Association

Term Expiring June 30, 2023

SECTION 1 EMPLOYEE REPRESENTATION

1.1 The District recognizes the Association as exclusive representatives of employees in classifications covered by the Memorandum. This Memorandum shall apply to all permanent employees working in classifications listed below and to any other classifications, which may be established within the scope of the duties now included within these classifications:

1. CAPTAIN
2. LIEUTENANT
3. ENGINEER
4. FIREFIGHTER
5. FIREFIGHTER Driver

1.2 The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of the Agreement:

- Personnel rules and Regulations;
- Employer-Association Member Relations Rules and Regulations;
- Fire District Standard Operating Procedures/Guidelines (“SOP” or “SOG”).

The District shall not change the rules and regulations listed in this section without first providing the Association with notice and an opportunity to meet and confer about matters within the scope of the representation under the Meyers-Milias-Brown Act.

SECTION 2 OBJECTIVES

2.1 The purpose of the Memorandum of Understanding is to promote an orderly and equitable policy for labor-management relations.

2.2 The District and the Association agree not to discriminate for or against any employee regardless of membership in the Association or because of reasonable activities on behalf of the Association.

2.3 Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the Gold Ridge Fire Protection District.

2.4 Term of this Memorandum of Understanding expires on June 30, 2023

SECTION 3 WAGES & HOURS

3.1 Salaries

Effective July 1, 2022 the salaries of all employees covered in this Memorandum of Understanding shall be as stated in Appendix A. The basis of these computations shall be as follows:

3.1.1 Hourly rates for 56-hour employees shall be calculated by dividing an employee's annual salary by 2920.

3.1.2 Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080.

3.2 FLSA Work Period

3.2.1 The Gold Ridge Fire Protection District establishes a regular recurring work period of twenty-eight (28) consecutive days for its fire protection personnel, pursuant to 29 U.S.C. 207(k) of the Fair Labor Standards Act (FLSA).

The District's 28-day, 207(k) work period begins at 0800 on July 1, 2017, ends twenty-eight days later on July 28, 2017 and recurs regularly thereafter.

The FLSA overtime threshold for the District's 28-day, 207(k) work period is 212 hours. FLSA overtime is based on actual, physical hours worked in excess of the applicable FLSA threshold. For personnel subject to the 28-day, 207(k) work period, the FLSA overtime threshold is exceeded when an employee's actual, physical hours worked during the 28-day period exceed 212.

Vacation and Sick Leave usage shall not reduce an employee's entitlement to this additional compensation.

3.3 Overtime

Employees shall be paid overtime in accordance with Section 207(k) of the Fair Labor Standards Act. Recall assignments shall be determined based on a list that will be maintained to track recall of full time staff. The purpose of the list will be to assure that staff receive equal overtime opportunities. Employees may cover either 56hr or 40hr station assignments if approved by the district to staff the station needing coverage. The rate of pay for overtime shall be one and one-half times the employee's hourly rate of pay inclusive of all applicable incentives. If an employee is working for a different hour schedule than their normal assignment, their base pay will be converted to the appropriate pay scale for which they are working.

3.4 Recall Pay

The District may recall off-duty personnel due to significant emergency incidents (fire, rescue, disasters) and to provide additional on-duty staffing during periods of elevated

community risk (storms, Red Flag Warnings). Members recalled to duty on regularly scheduled day(s) off shall be paid at their overtime rate. The minimum compensated period for recalled staff will be 2 hours for incidents where the on-duty Battalion Chief has requested staffing.

3.5 **Jury Duty**

No deductions shall be made from the salary of any employee while the employee is on jury duty, provided the employee shall reimburse the District and compensation received, less mileage and expenses, received as a juror.

3.6 **Salary Steps**

Salary step increases shall be in one-year increments on the employee's anniversary date.

In the case of promotions, the employee will receive salary step increases on the anniversary date of promotion.

This step increase will automatically be applied on the appropriate anniversary or promotional date and will not be dependent on pending performance reviews except in the case where the employee has been subjected to disciplinary action that explicitly delays or cancels the step increase.

3.7 **Out of Class Pay**

Employees who are approved by the fire chief to work out of classification will be paid at the first step rate of the higher class position they are temporarily assigned to fill. For example a Firefighter temporarily assigned to the Engineer position will be paid at the Engineer step 1 rate for all time worked in that role. Strike team out of class pay is defined in SOP 1050.

3.8 **Light Duty and Alternate Duty Assignments**

Employees unable to perform their normal work duties may be assigned Light Duty if requested by the employee and authorized by the Fire Chief.

Employees may be assigned Alternate Duty to meet the needs of the department for district projects requiring resources beyond the on-duty staff. All alternate duty assignments are voluntary and must be authorized by the Fire Chief.

Light Duty and Alternate Duty assignments shall be treated as regular hours worked and subject to overtime in accordance with Section 207(k).

SECTION 4 STAFFING LEVELS

4.1 First Right of Refusal

All employees shall have “First Right of Refusal” within classification for all available shifts.

4.2 Shift Trades

The members of the association shall have the right to work shift trades with other qualified members at no disservice to the district.

The District is not responsible for ensuring trades are paid back; this responsibility solely rests upon the individuals who are engaged in this practice. Full Shift trade policy is outlined in SOP 2-05.

4.3 Minimum Staffing

4.3.1 The minimum staffing level shall be the following for each staffed station:

- One (1) Company officer: (Captain/Lieutenant/Engineer)
- One (1) Driver/Operator: (Engineer/Firefighter)
 - Staffing may be covered by volunteers for short durations until employees are recalled to fill vacancies that occur during immediate need engine deployments or.

4.3.2 The District will to the best of its ability arrange following additional staffing when possible for each staffed station:

- One (1) Firefighter (stipend volunteer, or intern)

4.4 40 Hour Assignments

Employees hired or promoted on or after September 1st, 2019 may be assigned to a 40 hour work week as operationally necessary.

Employees hired or promoted before September 1st, 2019 may only be assigned to a 40 hour work week if said employee agrees to do so.

4.5 Out of County Assignment

When on out of county assignment, the district will pay the cost of hotel accommodations if requested by all other engines of the strike team.

SECTION 5 GENERAL BENEFITS

The District agrees to provide the following general benefits to employees covered by this Memorandum of Understanding, subject to the rights and limitations imposed by the California Public Employees' Pension reform Act:

5.1 Health Insurance

5.1.1 Represented employees of the District and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group medical plan provided by the District.

5.1.2 Regardless of the plan chosen by the individual employee, the District shall pay the actual premium charged by the approved health care provider for providing the coverage to the employees and their dependents under the terms of the plan up to the following monthly maximum amounts:

Employee with no dependents	\$723/month
Employee plus 1 dependent	\$1,437/month
Employee plus 2 or more dependents	\$1,866/month

5.1.3 The employee may choose any plan made available to the District. The employee shall be responsible for paying the difference between the amounts listed in 5.1.2 and the actual cost of the plan selected unless the District agrees to cover any or all of that cost for all employees. Any difference shall be deducted from the employee's pay.

5.1.4 For employees that receive health insurance from another source and decline health insurance for themselves and any dependents, the district will provide a \$250/month payment to assist with outside insurance costs. Eligibility for this health insurance payment is defined in SOP XXXX

5.2 Dental & Vision Insurance

5.2.1 Dental

Full-time employees and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group dental plan selected by the District. The District shall pay the actual premium charged by the approved dental insurance provider for providing coverage to the employees and their dependents under the terms of the plan.

5.2.2 Vision

Full-time employees and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group vision plan selected by the District. The District shall pay the actual premium

charged by the approved vision insurance provider for providing coverage to the employees and their dependents under the terms of the plan.

5.3 **Deferred Compensation**

The District shall offer the employees a deferred compensation plan under IRS Regulation 457. The district shall make no contribution to said plan.

5.4 **Retirement**

5.4.1 The District shall provide Classic employees with 3% @ 55 plan, formula (Classic PERS). Classic employees shall pay 9% employee contribution of applicable compensation.

5.4.2 The District shall provide PEPRA employees, hired after January 1, 2013 with 2.7% @ 57 plan, formula (PEPRA Members). PEPRA employees shall pay 12.75% employee contribution of applicable compensation.

5.4.3 Retirement benefits for all employees covered in this Memorandum of Understanding shall be stated in the California Public Employee's Retirement System Benefit Summary for each of the above plans.

5.5 **Holidays**

All employees will be paid 24 hours overtime if their regularly scheduled day worked falls on one of the following holidays:

1. New Years Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday (February 12th)
4. **President's Day**
5. Easter
6. Memorial Day
7. July 4th
8. Labor Day
9. Veteran's Day
10. Thanksgiving
11. Christmas

5.6 **Uniforms**

Uniforms will be provided to all Association members per Gold Ridge SOP 2-09.

5.7 **Leave of Absence**

5.7.1 Personal Leave

5.7.1.1 Alternative Leave

Employees shall receive twenty-four (24) hours of Alternative Leave per calendar year. The Alternative Leave hours may be used at the employee's

discretion, subject to scheduling considerations of the District. Alternative Leave will not accumulate and can only be used within the calendar year it was received. Alternative Leave must be used in a whole twenty-four (24) hour block.

Alternate leave shall be paid by salary and not drawn from vacation or sick hours

5.7.1.2 Bereavement Leave

Bereavement Leave is intended for use after the death of immediate family member, live-in or domestic partner, grandparent, grandchild, or in-law.

An employee shall advise the on duty-chief officer as soon as possible, but no later than one (1) hour prior to the beginning of shift.

The employee will be allowed up to two (2) shifts (for 24-hour shift employees) or three (3) days (for 40-hour employees) per event; for example the employee may choose to use 24 hours immediately after the death and an additional 24 hours when services are held or any combination thereof.

Bereavement leave shall be paid by salary and not drawn from vacation or sick hours.

5.7.2 Sick Leave

5.7.2.1 Sick leave is an absence from work due to non-industrial illness or injury to an employee.

Sick leave may also include absence due to the birth of an employee's child, or illness or injury to a family member. Family members are the employee's child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, step parents, foster parents or any close relative residing in the employee's household.

Non-industrial illness or injury does not include injury or illness suffered in the course and scope of employment for the District or any other person or entity.

5.7.2.2 Accrual

All personnel assigned to 56-hour schedule shall accrue twelve (12) hours per month of sick leave. All personnel assigned to 40-hour schedule shall accrue twelve (8) hours per month of sick leave.

5.7.2.3 Use

Personnel shall use sick leave at the rate of one hour for each hour off

Employees must report sick leave absences at least one (1) hour in advance of the start of their shift to Company Officer at the staffing station or on-duty Battalion Chief.

5.7.2.4 Sick Leave Payout Due to Death

Survivor(s) of each employee separated from the District service by death shall be entitled to payment at such employee's hourly rate of pay for one-half (1/2) of any accumulated but unused sick leave up to a maximum of (720) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

5.7.3 NEW PARENT LEAVE ACT

State Eligible employees may take parental leave up to 12 weeks to bond with a new child within one year of the child's birth, adoption, or foster care placement.

The employee shall be able to utilize accrued vacation pay, paid sick time, other accrued paid time off, or other paid or unpaid time off negotiated with the District during the period of parental leave. Paid leave will be taken at the employee's discretion from sick or vacation leave.

If both parents are employed by the District and both qualify for the requested leave, the leave is limited to 12 weeks combined.

Employees eligible for both FMLA and CFRA are not eligible for parental leave (Government Code § 12945.6).

5.7.4 Leave-of-Absence Without Pay

Under exceptional circumstances, the Fire Chief may, on written request, authorize a leave-of-absence without pay or benefits in accordance with federal law.

5.8 **Vacation**

5.8.1 Vacation Accrual shall occur at the rates below. If an employee separates from the district but returns within 18 months, then the cumulative time worked before and after the separation will be applied to Years of Service.

<u>Years of Service</u>	<u>Hours Accrued per Month</u>	
	<u>56-hour employees</u>	<u>40-hour employees</u>
0-5	12	9
6-10	18	14
11-15	22	17
16 or more	26	20

5.8.2 Vacation Rate

5.8.2.1 56-Hour Personnel

Twenty-four (24) hours equals one (1) shift.

5.8.2.2 40-Hour Personnel

One (1) hour off will be charged at one (1) hour of vacation.

5.8.3 Vacation Use

All personnel shall use vacation leave at a rate of one hour for each hour off.

5.8.4 Payout Upon Separation

For purposes of remuneration, at time of separation, employees will be credited at their hourly rate of pay for accrued hours of vacation.

Employees shall be compensated for unused vacation at the time of separation from the District either as monetary remuneration or as compensatory time off upon the agreement of both parties.

5.8.5 Anniversary Date

An Employee's anniversary date will be considered as the first (1st) of the month in which the employee became a full-time permanent employee. Date of promotion (Captain, Lieutenants, and Engineers) will establish a new anniversary date at the time of promotion.

5.8.6 Maximum Allowable Accumulated Vacation

Vacation accrual shall be capped at two years at the maximum rate of accrual (624 Hours)

5.8.7 Vacation may be donated by employees to each other for the purpose of trades or assistance to a coworker experiencing prolonged illness or injury.

SECTION 6 QUALIFICATIONS & CERTIFICATIONS

6.1 EMT Requirement

All members must possess and maintain a valid EMT certification at all times and as a condition of employment. If the member fails to maintain certification, the member will be placed on unpaid leave (or allowed to use any accrued vacation time) until such time as they can regain their EMT certification for a period not to exceed six (6) months. If the EMT certification has not been regained after six (6) months, the District reserves the right to administratively disqualify and release the member from employment in accordance with procedures established in the firefighter Procedural Bill of Rights.

As a courtesy, the District will track the employee's expiration of certification and provide a reminder to the employee three (3) months in advance of the expiration date and reasonable accommodation for recertification. Maintaining this certification remains the responsibility of the employee.

6.2 Drivers License

All members are required to possess DMV licensure (as appropriate for the employee's position), at all times during employment as a condition of employment. If the member fails to maintain licensure, the member will be placed on unpaid leave (or allowed to use any accrued vacation time) until such time they can regain their license for a period not to exceed six (6) months. If the license has not been regained after six (6) months, the District reserves the right to administratively disqualify and release the member from employment in accordance with procedures established in the firefighter Procedural Bill of Rights.

As a courtesy the District will track the employee's expiration of certification and provide a reminder to the employee three (3) months in advance of the expiration date and reasonable accommodation for recertification. Maintaining this license remains the responsibility of the employee.

6.3 Position Continuity in the Event of Merger

In a case of a merger or annexation, employees will retain current positions while assigned to Gold Ridge stations. Employees may be posted to new district stations and will retain their position but if additional training, classes, etc. are required to meet new district requirements, then the cost of this training or overtime will be covered by the fire district.

SECTION 7 SENIORITY

7.1 Seniority

Seniority for competitive purposes (e.g. vacation selections, layoffs, etc) is defined as the total length of full-time continuous service with the Gold Ridge Fire Protection District. In a case of a merger or annexation, the full-time hire date of the predecessor agency.

7.1.1 In the event of identical promotional/hire dates, testing rank for employees evaluated in the same hiring test will be utilized for determining seniority.

7.2 Continuity of Service

Continuity of service will not be broken and seniority will accrue where an employee:

- Is inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marines, under any Act of Congress which provides that the employee is entitled to re-employment rights.
- Is on duty with the National Guard.
- Is absent due to lay-off for a period of less than 2 years.

7.3 Layoff

In case of personnel reduction, the employee with the least seniority will be laid off first. If an eliminated position is reestablished within 24 months from the date of layoff, the laid-off employee shall have a right to reinstatement with only pre-employment fit for duty exam pursuant to NFPA 1582.

SECTION 8 GRIEVANCE PROCEDURES

8.1 PURPOSE AND SCOPE

This policy establishes processes for resolving disputes or concerns regarding conditions of employment, unethical, wasteful or other inappropriate conduct.

This policy does not apply to complaints related to alleged acts of discrimination or harassment or complaints of discrimination on the basis of other protected categories subject to the Discriminatory Harassment Policy. This policy also does not apply to complaints consisting of any alleged misconduct or improper job performance by any member that, if true, would constitute a violation of federal, state or local law, or a violation of department policy or the standards established in the Personnel Complaints Policy.

This policy does not prohibit adverse administrative action taken for legitimate non-discriminatory or non-retaliatory reasons, including for-cause discipline.

The procedures set forth herein are intended to supplement and not limit a member's access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, state law, local ordinance or collective bargaining agreement.

8.1.1 GRIEVANCE DEFINED

A grievance is any difference of opinion concerning terms or conditions of employment or the dispute involving the interpretation or application of any of the following documents:

- A collective bargaining agreement
- Department Policy and Procedures Manual
- Rules and regulations covering personnel practices or working conditions of members

A grievance includes any claim of waste, abuse of authority, gross mismanagement and any practice within the Department which may pose a threat to health, safety or security.

Grievances may be brought by an individual member or by a group representative.

8.2 POLICY

It is the policy of this department that all grievances be handled quickly and fairly without retaliation against a member who files a grievance, whether or not there is a basis for the grievance. It is the philosophy of this department to promote free verbal communication between members and supervisors.

8.3 RETALIATION PROHIBITED

No member may retaliate against any person for reporting or making a complaint under this policy or for opposing a practice believed to be improper, unethical, wasteful, retaliatory or participating in any investigation pursuant to this policy or any other policy in this policy manual.

Employees found to be in violation of this policy are subject to discipline. Supervisors who condone or ignore violations of this policy or otherwise fail to take appropriate action to enforce this policy are also subject to discipline.

8.4 PROCEDURE

Except as otherwise required under a collective bargaining agreement, grievances as defined above, should be resolved using the following procedure.

8.4.1 COMMUNICATING GRIEVANCES

Members are encouraged to communicate with command personnel regarding any workplace problem or issue they feel

needs immediate attention. Generally, any concern about a workplace situation should be first raised with the member's immediate supervisor unless that supervisor is part of the member's concern. It is recognized, however, that there may be occasions where the use of the normal chain of command may not be appropriate.

Any member who feels threatened in any manner or is otherwise concerned about reporting to his/ her immediate supervisor may report this information directly to the Fire Chief or Administration without first reporting the information to their immediate supervisor or following the chain of command.

This alternate process shall not be used to circumvent or avoid addressing issues through the normal chain of command.

8.4.2 GRIEVANCE RECEIPT

Upon receipt of an oral or written grievance, the receiving supervisor will promptly document the grievance, initiate the investigative process and ensure that the appropriate supervisor and the Administration are notified.

Investigations are generally more effective when the identity of the grieving member is known, thereby allowing investigators to obtain additional information from the reporting member. However, a grievance may be made anonymously.

All reasonable efforts should be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a grievance. In some situations, the investigative process may not be complete unless the source of the information and a statement by the member is produced as part of the process.

The supervisor receiving the grievance should explain to the grieving member how the matter will be handled.

8.4.3 RESOLVING GRIEVANCES

(a) Supervisors receiving grievances should attempt to resolve the issue through informal discussion with member.

(b) If after a reasonable amount of time, generally seven days, the grievance cannot be settled by the immediate supervisor, the member may request a meeting with the Battalion Chief.

(c) If a successful resolution is not found with the Battalion Chief, the member may request a meeting with the Fire Chief.

(d) If the member and the Fire Chief are unable to arrive at a mutual solution, then the member shall proceed as follows:

1. Submit in writing a written statement of the grievance and deliver one copy to the Fire Chief and another copy to the immediate supervisor and include the following information:

(a) The basis for the grievance

(b) What remedy or goal is being sought by this grievance

(e) The Fire Chief will receive the grievance in writing. The Fire Chief and the District executive will review and analyze the facts or allegations and respond to the member within 14 calendar days. The response shall identify any corrective measures or other remedies as appropriate. The decision of the District executive is considered final.

8.5 RESPONSIBILITIES

8.5.1 MEMBER RESPONSIBILITIES

This policy is intended to support efforts to identify and remediate when appropriate, workplace issues. Members are encouraged to identify workplace issues to bring about positive change in the Department. Members shall act in good faith and not file trivial grievances or grievances intended to harass or deflect scrutiny or blame to another.

Members shall make reasonable efforts to verify facts before making a grievance. Members shall not report or threaten to report information or a grievance knowing it to be false, with willful or reckless regard for the truth or falsity of the information or otherwise made in bad faith.

When making a grievance, members should provide as much information as possible and should cooperate fully with all investigations. Members shall maintain the confidentiality of any statements made in conjunction with an active grievance pursuant to this policy. This provision is not intended to diminish a member's rights or remedies afforded by applicable federal law, constitutional provision or collective bargaining agreement.

Any employee who believes that he/she has been subjected to reprisal or retaliation should immediately report the matter to a supervisor in the member's chain of command or to the Administration.

8.5.2 SUPERVISORS

Supervisors should make reasonable efforts to identify and remediate workplace issues and bring about positive change in the Department before issues escalate to the grievance level. Once a member has made the decision to file a grievance, supervisors shall not attempt to discourage the member, shall accept grievances and shall ensure that reasonable efforts are made to reach a prompt and fair resolution.

Supervisory personnel will:

- (a) Document all grievances received and all steps taken to resolve the issue.
- (b) Forward the documentation to the Administration Division Chief through the chain of command.
- (c) Monitor the work environment to ensure that any member making a grievance is treated with respect and no differently than non-complaining employees.
- (d) Communicate to all members the obligation not to engage in retaliation and follow-up periodically with the grieving member to ensure that retaliation is not occurring.

8.5.3 **COMMAND STAFF**

Command staff should ensure prompt resolution of all grievances, including the following:

- (a) Timely grievance recognition and acceptance
- (b) Appropriate documentation of the process and investigation
- (c) Remediation of any inappropriate conduct or condition and the implementation of measures to minimize the likelihood of reoccurrence
- (d) Timely communication of the outcome to the grieving member

8.6 **MEMBER REPRESENTATION**

Members are entitled to have representation during the grievance process and may seek advice, counsel or the assistance of other employees or representatives in their presentation of a grievance.

8.7 **GRIEVANCE RECORDS**

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Administration Division Chief.

8.8 **GRIEVANCE AUDITS**

The Administration Division Chief or the authorized designee should perform an annual audit of all grievances filed the previous calendar year to evaluate whether any policy, procedure or training changes may be appropriate. The Administration Division Chief shall record these findings in a confidential memorandum to the Fire Chief without including any identifying information from any individual grievance.

SECTION 9 PEACEFUL RESOLUTION OF DIFFERENCES

Both parties recognize the desirability of continuous and uninterrupted operation of the District during the term of this contract and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause to work interruptions during the period of this Memorandum of Understanding.

The Association accordingly agrees that during the period this Memorandum of Understanding, no strikes of any kind shall be caused or sanctioned by the Association.

The District agrees that no lockouts of employees shall be instituted by the District during the term of this Memorandum of Understanding.

SECTION 10 MANAGEMENT RIGHTS

10.1 The District, on its own behalf and on the behalf of the taxpayers of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and of the United States, including but not without limiting the generality of the foregoing, the right:

10.1.1 To exercise executive management and administrative control of the District and its properties and facilities, and the duties of its employees during the hours of work.

10.1.2 To hire all employees and subjects to the provision of the law, to determine their qualifications and the conditions of their continued employment or their dismissal and/or assign and transfer such employees.

10.1.3 The exercise of the forgoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and the Constitution and laws of the United States.

SECTION 11 SAVINGS CLAUSE

If any provision of this Memorandum of Understanding is held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, such provision shall be separable, the remainder of this agreement shall not be affected thereby.

SECTION 12 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective as of the date signed and shall remain in full force and effect until June 30 2023, unless the District and Association agree, in writing, sixty (60) days prior to the expiration date, to continue the Memorandum.

SECTION 13 FULL UNDERSTANDING CLAUSE

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein; and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety, if they conflict with this Memorandum of Understanding.

It is agreed and understood that each party hereto voluntarily waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. However, in the event of a fiscal or operational crisis that could result in layoff of personnel and/or changes in statutory or decisional law, the District may implement change only after exhausting all obligations of meet and confer.

Nothing herein shall preclude or limit the District from making changes in matters not covered by the Memorandum but within the scope of representation. If the District intends to make such changes, it will give prior notice to the Association and an opportunity to meet and confer over said changes.

Nothing in this section shall preclude the parties from jointly agreeing to meet and confer on an issue(s) within the scope of representation during the term of this Memorandum of Understanding.