

FIRST AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN THE MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT AND EDWIN PATTISON

This First Amendment to Employment Contract ("Amendment") between the Mountain House Community Services District ("District") and Edwin Pattison ("Employee") dated July 8, 2015, hereby amends that certain Contract ("Contract") dated November 19, 2014, by and between Employee and the District.

Recitals:

WHEREAS, on November 19, 2014, the District and Employee have entered into the Contract pertaining to Employee's services as General Manager to the District, and

WHEREAS, the District desires to increase Employee's annual salary to \$164,486.00, and

WHEREAS, the District also desires to provide Employee a one-time grant of 80 hours accrued vacation time into his vacation account, and

WHEREAS, on July 8, 2015, the Board of Directors of the District adopted Resolution 2015-21, authorizing the execution of this Amendment,

NOW, THEREFORE, the parties agree to amend Sections 4 and 5.A of the Contract as follows:

"SECTION 4. ANNUAL SALARY.

Effective the first pay period after July 8, 2015, the District agrees to pay Employee for his services as General Manager a base annual salary of One Hundred Sixty-Four Thousand Four Hundred Eighty-Six Dollars and No Cents (\$164,486.00) a year ("Annual Compensation") payable in periodic installments at the same time as other employees of District are paid subject to normal employee/employer withholdings. Deductions will be made for withholding taxes, and any other deductions Employee authorizes in writing and/or that the District may be required to make under state or federal laws and regulations; provided that the District shall deduct Employee's share of the FICA taxes on the same terms as it pays for such taxes for other management employees of the District. Employee shall be eligible to participate in the District's Section 457 Deferred Compensation Plan. The District shall contribute 2% of the Employee's annual salary."

"SECTION 5. WORK LEAVE.

Employee shall be entitled to the following leave:

A. Vacation Leave: Employee shall accrue vacation at a rate as set forth in the Employer's Personnel Policies and Procedures as they currently exist and amended thereafter in the same manner as other management employees of the District. Effecting July 8, 2015, as a one-time allocation, Eighty (80) hours of accrued vacation is added to Employee's existing accrued vacation account."

IN WITNESS WHEREOF, the Mountain House Community Services District has caused this Amendment to be signed and executed on its behalf by its President and duly attested by its District Secretary and Employee has signed and executed this Amendment, both in duplicate, the day and year first above written.

Date: July 31, 2015

DISTRICT

Mountain House Community Services District

By: 

ANDY SU, President

Date: July 22, 2015

EMPLOYEE:


EDWIN PATTISON, Employee

Date: July 22, 2015

ATTEST:


District Secretary

Date: July 31, 2015

APPROVED AS TO FORM:


DANIEL J. SCHROEDER, District Counsel