

**ZAYANTE FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS – SPECIAL MEETING**

**May 1, 2023**  
7700 E. Zayante Rd  
Board Room – 8:00 pm

**1.0 CALL TO ORDER/ROLL CALL:**

Chairperson of the Board of Directors calls the meeting to order. District Secretary calls the roll of Board of Directors. Establishment of a quorum.

**2.0 FLAG SALUTE**

**3.0 ADDITIONS/DELETIONS TO AGENDA (GC §54954.2):**

Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).

**4.0 PUBLIC COMMENT (GC §54954.3):**

This portion of the agenda is reserved for Oral Communications by the public for items which are not on the agenda. Any person may address the Board of Directors at this time, on any subject that lies within the jurisdiction of the district. Normally, presentations must not exceed (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented. However, the Board of Directors may request that the matter be placed on a future agenda. *Please state your name and town/city of residence at the beginning of your statement for the record. If you would like to comment while using Zoom, use the chat function to express interest in making public comments.*

**5.0 NEW BUSINESS:**

**5.1 NEGOTIATION OF FIRE CHIEF CONTRACT**

**5.2 REVIEW POLICY 4000 – NOT AN ACTION ITEM**

**6.0 ADJOURNMENT:**

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**Americans with Disabilities Act**

In compliance with the requirements of Title II of the American Disabilities Act of 1990, the Zayante Fire District requires that any person in need of any type of special equipment,

assistance or accommodations(s) in order to communicate at the District's Public Meeting, a contact the District at (831) 335-5100, a minimum of 72 hours prior to the scheduled meeting.

Agenda documents and materials relating to an open session agenda item that are provided to the Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying in the offices of the Zayante Fire Protection District, 7700 E. Zayante Rd. Felton, CA. 95018

Zayante Fire Protection District  
7700 E. Zayante Rd. Felton,  
CA. 95018

**Fire Chief Employment Contract**  
2023-2024

**Section 1 - Preamble**

This Employment Contract is entered into by the Board of Directors of the Zayante Fire Protection District and Jeff Maxwell, Fire Chief of the Zayante Fire Protection District. The intent is to address wages, hours, terms and conditions of employment and benefit programs as provided for the Fire Chief of the Zayante Fire Protection District.

**Section 2 - Term**

The Term of this agreement shall begin on **Month, date**, 2023 and shall continue for a period of one (1) year (12 months) ending on **Month date**, 2024, subject to the Termination provision of this contract. Both the DISTRICT and the EMPLOYEE understand that EMPLOYEE's employment is at will of both parties. Thus, EMPLOYEE serves at the pleasure of the DISTRICT, subject to the terms of this contract. In a like manner, nothing in this contract shall interfere with the right of the EMPLOYEE to resign at any time, subject to the Termination provision below.

**Section 3 - No Abrogation of Rights**

The parties acknowledge that the District's responsibilities and rights as indicated under the District's Personnel Rules and Regulations, and all applicable State or Municipal laws are neither abrogated nor made subject to the meet and confer process by approval of the terms of this Contract. The parties further acknowledge the rights of any other employees of the district are neither abrogated nor diminished by the adoption of this Contract with the Fire Chief.

**Section 4 - Full Understanding, Modification, Waiver**

This contract, plus any written departmental rules or regulations 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 superseded or terminated in their entirety.

For purposes of this Agreement, "emergency" means any sudden and unforeseeable incident or occurrence. Changes implemented pursuant to this paragraph shall only be in effect for the duration of the emergency causing the change. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein, either during an emergency or after it is included, shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the Board of Directors.

### **Section 5 - No Discrimination**

The Board of Directors, Fire Chief agree to adhere to the district's policies pertaining to equal employment, opportunity, discriminatory harassment, and/or anti-retaliation as applicable under Federal and State discrimination laws.

### **Section 6 - Fire Chief Duties**

EMPLOYEE shall provide the services normally provided by a Fire Chief in a Fire Protection District in California. Such duties include, but are not limited to, planning, directing, and supervising the activities of the Fire District personnel, both paid and volunteer; coordinating District activities and mutual aid with Federal, State and other local agencies; attending before, and after hours meetings as required by the District; analyzing, preparing, and managing the District's budget; preparing agenda and materials for Board Meetings; selecting, appointing, promoting, and imposing disciplinary actions for employees of the District; formulating and recommending policies for Board review and adoption; and providing staff assistance to the Board as necessary. EMPLOYEE shall devote such time as is reasonably necessary to perform these duties.

EMPLOYEE is expected to devote his entire productive time, ability, and attention to the business of the DISTRICT during the term of this agreement. Without prior consent of the Board of Directors, EMPLOYEE shall not render any employment to a business, commercial venture, or of a professional nature for personal compensation, to any other person or organization.

The DISTRICT encourages the continued professional growth of the Fire Chief. It encourages membership and participation in professional organizations, professional seminars, professional conferences and conventions, community organizations, in addition to formal education.

The EMPLOYEE agrees that in return for the benefits provided herein EMPLOYEE will reside with ~~4~~5-10 minutes (travel time) of the Zayante Fire Station 1 as measured by the quickest safe route of travel, using a DISTRICT provided vehicle, following all laws of the road.

### **Section 7 – Hours of work and FLSA Workweek or Work Period** The Fire

Chief shall be assigned work hours by the Board of Directors as follows:

The Fire Chief shall work a forty (40) 30-hour work week. The schedule may vary based on the needs of the District and Fire Department Operations. The Fire Chief may work an alternate schedule, subject to approval of the Board of Directors. The District's workweek for Monday through Friday ~~eight~~ six hours per day schedules begins at 12:01 am on Sunday and ends Saturday at 12:00 Midnight.

## **Section 8 - Exempt Status**

The Fire Chief is exempt from overtime under the Fair Labor Standards Act.

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## **Section 9- Compensation - Hours of work and FLSA Workweek or Work Period**

The EMPLOYEE will receive an annual salary as listed as agreed upon between the DISTRICT and EMPLOYEE during negotiations. The EMPLOYEE agrees to a wage of \$ 7550,000 annually paid bi-weekly through the Santa Cruz County payroll schedule and subject to applicable withholding requirements and further wage increases are solely merit based. In addition, separately, the Fire Chief shall receive a stipend of \$30.00 per Tuesday Drill attended and additional response incentive of \$22.00 per call and a \$2 per incentive for EMT certification paid once a year in December for calls and drills. Merit based rate increases are at the discretion of the Board of Directors and will be considered as part of the annual evaluation process listed below. EMPLOYEE's salary will be prorated and paid at the same time and in the manner of other District employees.

The DISTRICT agrees to compensate EMPLOYEE at straight time at his/her current hourly rate (as calculated based on a 30-hour week) for all time assigned to reimbursable Federal and/or State declared emergencies, California Fire Assistance Agreement activations or Assistance by Hire assignments. This shall only be paid if the district receives reimbursement from Federal and/or State agencies and will not exceed the amount actually received in reimbursement.

The EMPLOYEE agrees that his primary responsibility lies with the coverage of the Fire Protection District and the DISTRICT expects his/her absence from these duties only in extreme emergencies and with Board Chair approval.

## **RETIREMENT- SOCIAL SECURITY**

Fire Chief is under the requirements of the Social Security Administration Act, the Fire District and Fire Chief to contribute required percentages of salary, as defined by law.

## **MEDICAL, DENTAL and VISION INSURANCE -NOT PROVIDED**

The Fire District provides no medical, dental or vision benefits of any kind to the employee.

~~The District will reimburse the employee for direct expenses for his/her medical, dental, or vision coverage based on employee only personal receipts submitted for partial compensation of flexible healthy choices. This reimbursement shall not exceed \$ 5000.00 annually.~~

The DISTRICT provides no health care insurance coverage on retirement or separation.

## **Section 10 – Sick and Emergency Leave (Personal Time off)**

There will be no pay deduction for time-off taken for sick-emergency leave. Sick - Emergency time is characterized as personal time off and includes:

- A) Immediate family sick leave as defined by California law for purposes of paid sick leave.
- B) Personal sick days.
- C) Bereavement leave – 3 days per occurrence

Fire Chief shall notify a member of the Board of Directors via phone call, text, or E-mail before 9am on the day emergency leave is needed. Sick - Emergency Leave shall not exceed 12 days per Fiscal Year. Leave use exceeding the 12-day limit shall be recorded as unpaid time off.

### **Section 11- Clothing Allowance**

The EMPLOYEE to receive uniforms and safety gear as needed at District expense. The EMPLOYEE agrees that he/she presents themselves as the “face” of the Fire District and is expected to represent himself in a professional, well-dressed manner, *at all times while in public view*. The EMPLOYEE understands that the DISTRICT has determined that unless the EMPLOYEE is in the performance of active fire suppression activities, the minimum uniform shall be DISTRICT approved pants, belt, uniform shirt or uniform Polo, ~~Chief's badge~~, footwear, and nametag. “T-Shirts” are permissive when worn under protective fire suppression equipment, *due to work assignment* or due to climatic conditions such as high heat.

### **Section 12- Education Leave**

Educational leave is available to the Fire Chief. This leave is to be used for personal development related to Fire Service Training and Leadership. Five paid days per year is available with no accrual from year to year.

### **Section 13 - Holidays**

The District shall recognize the following (9) holidays as ‘paid’

- holidays: A) **New Year’s Day**
- B) **Memorial Day**
- C) **Fourth of July**
- D) **Labor Day**
- E) **Veteran’s Day**
- F) **Thanksgiving Day**
- G) **Friday after Thanksgiving Day**
- H) **Christmas Eve**
- I) **Christmas Day**

Should the Fire Chief elect to apply paid holidays towards personal time off the District expectation is that those days would be worked in recognition of the planned personal time off. The election of Personal Time Off in lieu of paid holidays must be reported to the Board of Directors prior to annual adoption of Policy 4000 and the Fiscal Budget.

### **Section 14- Vacation Leave**

Vacation leave is 15 days per fiscal year. A carry-over of vacation days from year to year is not allowed and there is no cash out value.

### **Section 15 – Performance Evaluations**

DISTRICT and EMPLOYEE acknowledge the importance of open and direct communication regarding EMPLOYEE'S job performance. Quarterly job performance reviews will be conducted for the first year. Annually thereafter. The evaluation shall be related to job performance and related duties of the Fire Chief as set forth in this agreement and District policies. The evaluation shall be in writing and should include the following.

- Goals and objectives jointly established by the district and fire chief.
- Employee self-evaluation
- Relationship with the board
- Relationship with the community
- Overall Fire District leadership
- Fire District business and operations
- Personnel leadership
- Personal qualities and development.

### **Section 16 – Vehicle Use**

DISTRICT will provide EMPLOYEE a vehicle for use by the EMPLOYEE in the conduct of DISTRICT business, which includes transportation to the employee's home and work locations if the residency requirements are met. DISTRICT will pay all expenses related to DISTRICT business use of the vehicle including fuel, maintenance, insurance, etc.

### **Section 17– General Provisions**

- a) This written contract shall constitute the entire agreement between the parties.
- b) This contract shall be binding upon and insure the benefit of the heirs and executors of EMPLOYEE.
- c) This contract may be modified or extended only upon written consent of the DISTRICT and EMPLOYEE. Any such modification or extension shall be reduced to writing, signed by both parties and be attached to this contract as an addendum or amendment.
- d) Both parties have acknowledged they have reviewed this contract in its entirety and understand all provisions within. The parties further acknowledge that they

have the opportunity to consult legal counsel regarding this contract and/or any portion of this contract and have either consulted or waived the right to legal counsel.

- e) The DISTRICT shall defend, indemnify, and hold harmless EMPLOYEE for all losses or damages sustained by him in performance of duties in the course and scope of employment under this contract.
  
- f) In the event a dispute arises over the term of this agreement or any actions of the parties taken pursuant to the terms of this agreement, and the dispute remains unresolved for 30 days, parties agree that the sole and exclusive avenue of recourse is to submit the dispute to binding arbitration pursuant to California Code of Civil Procedure Section 1280 et seq. Either the DISTRICT or EMPLOYEE may request the dispute be submitted to arbitration. This provision shall not apply to disputes between EMPLOYEE and DISTRICT regarding salary. All dispute notifications shall be in writing. Costs to be born equally between both parties. Each party shall bear their own attorney costs and fees.
  
- g) EMPLOYEE agrees that due to his emergency response duties, it is incumbent on him or herself to remain “fit for duty” in accordance with district recognized standards for health and fitness.

### **Section 18 – Termination- AT WILL Employee status**

This contract may be terminated only as follows;

- (a) During the term of this contract, the EMPLOYEE may terminate this contract with a minimum 90 days advance written notice to the DISTRICT.
  
- (b) During the term of this contract, the DISTRICT may terminate this contract by dismissing the “At Will” EMPLOYEE. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the District to suspend or terminate the services of the Fire Chief at any time, with or without cause, pursuant to this at-will provision. Such decision requires a majority vote of the Board of Directors in full session.
  
- (c) EMPLOYEE shall notify DISTRICT in writing within 120 days prior to the normal termination date of this contract of his intent regarding renewal or non-renewal of this contract. If EMPLOYEE elects to renew his contract, the

DISTRICT may determine not to renew this contract. In that case, DISTRICT shall notify EMPLOYEE within 90 days prior to the normal termination date of this contract of its intent not to renew this contract.



**Section 19 - Severability**

This Memorandum is subject to all current and future applicable Federal and State laws, State regulations, California Constitution, and Zayante Fire Protection District Resolutions, or Ordinances.

Should any of the provisions herein contained be rendered or declared invalid by reason of any State or Federal legislation or court action, such invalidations of such part or portions of this Memorandum shall not invalidate the remaining portions hereof and they shall remain in full force and effect insofar as such remaining portions are severable.

The preceding articles and terms begin as of **Month, Date**, 2023 and expires on **Month, Date**, 2024 or until a new Memorandum of Understanding is agreed upon.

**APPROVED:**

**Gary Herceg, Chairperson of the Board**

**Date**

**Lyle Fleming, Board Member**

**Date**

**Priva Tarbet, Board Member**

**Date**

**Kristi Locatelli, Board Member**

**Date**

**John Schneider, Board Member**

**Date**

**Jeff Maxwell, Fire Chief**

**Date**

**ATTEST:**

**Mary Hoff, Board Clerk**

**Date**



OFFICE OF THE AUDITOR-CONTROLLER  
 COUNTY OF SANTA CRUZ AND SPECIAL DISTRICTS  
 PAYROLL SCHEDULE FOR THE YEAR 2023

05/24/22  
 8:52:03

PAY PER	BEG. DATE	END DATE	PAY DATE	RET PAY	QTR NO.	QTR END	YR END	FSCL END	DD TRN DATE	DPOSIT DATE	APPROX FAMDT	HOL WK1	HOL WK2	FOR MONTH	PAY PER
1	12-24	01-06	01-13	3	1				01-12	01-13	01-11	1.00		JAN	1
2	01-07	01-20	01-27	4	1				01-26	01-27	01-25		1.00	JAN	2
3	01-21	02-03	02-10	3	1				02-09	02-10	02-08			FEB	3
4	02-04	02-17	02-24	4	1				02-23	02-24	02-22			FEB	4
5	02-18	03-03	03-10	3	1				03-09	03-10	03-08	1.00		MAR	5
6	03-04	03-17	03-24	4	1	Y			03-23	03-24	03-22			MAR	6
7	03-18	03-31	04-07	5	2				04-06	04-07	04-05		1.00	APR	7
8	04-01	04-14	04-21	3	2				04-20	04-21	04-19			APR	8
9	04-15	04-28	05-05	4	2				05-04	05-05	05-03			MAY	9
10	04-29	05-12	05-19	3	2				05-18	05-19	05-17			MAY	10
11	05-13	05-26	06-02	4	2				06-01	06-02	05-31			JUN	11
12	05-27	06-09	06-16	3	2			M	06-15	06-16	06-14	1.00		JUN	12
13*	06-10	06-23	06-30	4	2	Y		C	06-29	06-30	06-28		1.00	JUN	13
14	06-24	07-07	07-14	3	3				07-13	07-14	07-12		1.00	JUL	14
15	07-08	07-21	07-28	4	3				07-27	07-28	07-26			JUL	15
16	07-22	08-04	08-11	3	3				08-10	08-11	08-09			AUG	16
17	08-05	08-18	08-25	4	3				08-24	08-25	08-23			AUG	17
18	08-19	09-01	09-08	3	3				09-07	09-08	09-06			SEP	18
19	09-02	09-15	09-22	4	3	Y			09-21	09-22	09-20	1.00		SEP	19
20	09-16	09-29	10-06	5	4				10-05	10-06	10-04			OCT	20
21	09-30	10-13	10-20	3	4				10-19	10-20	10-18		1.00	OCT	21
22	10-14	10-27	11-03	4	4				11-02	11-03	11-01			NOV	22
23	10-28	11-10	11-17	3	4				11-16	11-17	11-15		1.00	NOV	23
24	11-11	11-24	12-01	4	4				11-30	12-01	11-29		2.00	DEC	24
25	11-25	12-08	12-15	3	4				12-14	12-15	12-13			DEC	25
26*	12-09	12-22	12-29	4	4	Y	Y		12-28	12-29	12-27			DEC	26

\* = FREE PAY PERIOD



## ZAYANTE FIRE PROTECTION DISTRICT

### POLICY # 4000

SUBJECT: PAYROLL

DATED 06/07/2011 Updated: 7/1/23

## Policy 4000: Annual Payroll

### 1. Payroll Year:

- 1.1 The Fire Chief and 40 hour and part time paid personnel pay schedule is based on the fiscal budget year July 1<sup>st</sup> to June 30<sup>th</sup>. This is in conjunction with the county payroll schedule.
- 1.2 *Paid Call/Volunteers* are paid on the attendance year, November 1<sup>st</sup> to October 31<sup>st</sup>. *Volunteers* are paid annually in December.
- 1.3 The Board of Directors will annually review and revise payroll policy 4000 as part of the annual budget adoption process.
- 1.4 All district officer rank appointments are made and serve at the will and pleasure of The Board of Directors.

### 2. Fire Directors:

- 2.1 Pay rate of \$60.00 per Board meeting attended, paid annually in December. To be approved at the November Board meeting.

### 3. Administrative Support positions:

- 3.1 Board Clerk Pay rate of \$200.00 per pay period, plus social security for an annual pay of \$5,200.00 paid on the county payroll schedule of 26 pay periods. This anticipates (1) Board meeting per month and process of minutes.
- 3.2 Finance Manager Pay rate of \$303.85 per pay period, plus social security for an annual pay of \$7900 paid on the county payroll schedule of 26 pay periods. (This anticipates weekly claims processing and development of financial reports as needed).
- 3.3 Secretary of the Board duties reside with the Fire Chief.

### 4. Full Time Personnel:

Full time, benefited positions (receiving holiday and vacation accrued Personal Time off) are 30 or more-hour positions and considered to typically be Monday thru Friday 08:00- 1700 hrs, or as modified by the Fire Chief.

4.1 Fire Captain pay rate of \$21.00 to \$26.00 per hour plus social security. **In addition, call drill, and duty chief pay to be paid annually in December.**

Step 1: 21.00/hr      Step 2: 23.50      Step 3: 26.00

4.2 *Engineer pay rate of 19.00 to 24.00 per hours plus social security.* **In addition, call and drill pay to be paid annually in December.**

*Step1: 19.00/hr      Step 2: 21.50      Step 3: 24.00*

4.3 Firefighter pay rate of \$17.00 to \$21.00 per hour plus social security. **In addition, call and drill pay to be paid annually in December.**

Step 1: 17.00/hr      Step 2: 19.00      Step 3: 21.00

#### 5. *EMT Certification*

5.1 EMT certification increases hourly pay rate by \$1.00/hr. for full time personnel.

6. *Training Chief – receives Call and Drill Pay as noted in Section (9).*

~~6.1 Training Chief pay rate \$467.15 per pay period. Annual compensation equals \$12,145.90. No Drill pay is received.~~

#### 7. *Strike Teams*

7.1 All **qualified and certified** personnel are eligible for Strike Team assignment. A balance of schedule will be applied to facilitate fairness and equity of assignment.

7.2 Volunteer/Paid Call personnel are paid upon receipt of OES reimbursement funds. Full time paid personnel are paid upon conclusion of each pay period.

#### 8. *Employee Benefits*

8.1 Personal leave time for Full Time Fire Captain's/Firefighters working a minimum of (32) hours: in lieu of holidays and vacation the assigned personnel have elected to combine leaves and utilize time off as personal leave time. All leave time must be approved by the Fire Chief. Six (6) days' vacation and eight (8) holidays and (3) sick days for a total of Seventeen (17) personal leave days. Personal leave days are to be used during the fiscal budget year July 1<sup>st</sup> to June 30<sup>th</sup> and are not accrued. Balances are not carried over. All balances reset on the start of the fiscal year.

8.2 Holiday schedule is as follows: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day *and* Memorial Day. If personnel choose to take a holiday off, it will count towards the total of (17) and be

tracked and reportable to the Board of Directors by the Fire Chief at the annual review of Policy 4000.

8.3 Flexible Choice Reimbursement: The following *annual* reimbursement is provided for full time Fire Captains, *Engineers* and Firefighters working in at least (32) hours a week for the previous fiscal year. Personnel are to submit receipts for valid expenses such as health, dental, vision plan coverages. Benefits are paid at the end of the fiscal year.

8.3.1 Full time Fire Captain, *Engineer*, and Firefighter rate is \$3,000.00 annually based on a 32+ hour a week full time employee. This reimbursement is to be used during the fiscal budget year July 1<sup>st</sup> to June 30<sup>th</sup> and are not accrued. Balances are not carried over. All balances reset on the fiscal year start of July 1<sup>st</sup>. The Fire Chief will report the number of full time employees qualified for flexible choice reimbursements and compensation at the annual review of Policy 4000.

8.3.2 Chief officer reimbursement is subject to the MOU agreement with the Fire District.

9. Volunteer/*Paid Call* pay rates:

All volunteers will be paid once a year for calls, drills, *stipends*, and any special project.

Engineers & Firefighters – Drill Pay & Call Pay

Receive a stipend of \$12.00 per Tuesday drill attended.

Calls will be paid at a rate of \$12.00 or \$14.00 for EMT.

State Certified EMT's receive a stipend of \$14.00

Captains – Drill & Call Pay

Receive a stipend of \$20.00 per Tuesday drill attended.

Calls will be paid at a rate of \$18.00 or \$20 for EMT per call.

Chief Officers- Drill & Call Pay

Receive a stipend of \$30.00 per Tuesday drill attended.

Calls will be paid at a rate of \$22.00 or \$24 for EMT per call.

10. Timecards:

10.1 As part of oversight and accountability for payroll, timecards will be filled out ~~completed~~ by every employee in conjunction with the county payroll schedule. The employee will sign each timecard on the employee line and the Fire Chief will sign on the manager line at the end of each pay period when timecards are submitted ~~approved~~. The Fire Chief's timecard will be signed by the Chief on the employee line and the Board Chair will sign the manager line at the next regular meeting of The Board of Directors following each pay period.

Revised 7/1/23

Board Chairperson:

Fire Chief: