

REGULAR BOARD MEETING MINUTES
September 7, 2022
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President
Deborah Philips, Vice President
Kathy Hoffman, Director
Mark Roberts, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager
Kim Ward, HR & Solid Waste Manager/District Clerk
George Cardenas, Engineering Manager
Sean Wright, Water Operations Manager
Chris Cummings, Assistant Water Operations Manager
Jennifer Oakes, Executive Management Analyst

District Counsel: Steve Kennedy, General Counsel (Zoom)

REGULAR BOARD MEETING – 6:00 P.M.

Call to Order

President Kujawa called the meeting to order at 6:00 p.m. and the Pledge of Allegiance was conducted.

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

Mr. Bartz requests to switch the discussion order of Items 6a and 6c. Vice President Philips moved to approve the Agenda as amended. Director Roberts seconded the motion. Motion carried 4-0.

2) Public Comment

a) General Public

None; Pre-submitted public comments are attached to the minutes.

b) Community Reports

- **School District** – Dr. Ryan Holman, Superintendent for Snowline School District, provided an update on attendance at ongoing programs. He noted various awards district schools had received.



- **Sheriff** – Captain Jeremy Martinez provided an update on marijuana enforcement and cautioned the public on investigating grows and recommended that they report them instead. He introduced Sergeant Mark Rios, the new commander for the area, who provided the call statistics for the month of August.
- **County Supervisor** – Sam Shoup, Field Representative for Supervisor Cook, thanked the Sheriff's Department for their efforts with Operation Hammer Strike. He noted various community events he has attended and reported that a new four-way stop sign will be placed at Duncan and Johnson.

3) **Consent Items**

Director Hoffman moved to approve the Consent Items. Vice President Philips seconded the motion. Motion carried 4-0.

4) **Matters Removed from Consent Items**

None

5) **Presentations/Appointments**

District staff provided a presentation on 2021/2022 District Improvements.

6) **Continued/New Agenda Items**

a) **Discussion & Possible Action Regarding Out of District Service Request for APN No. 3066-191-03**

Staff Recommendation: For the Board to consider approval of serving Assessor's Parcel Number (APN) 3066-191-03 which is outside of the District's service boundary and to consider authorizing staff to prepare an Out of District Service Agreement and Will Serve Letter.

Mr. Bartz introduced this item.

Cheryl Rhoden asked if denial can occur in the future and stated she wanted the Board to vote no. She stated she is concerned about other Sheep Creek customers also wanting to connect.

Beth (no last name provided) thanked Don for providing clarity on the issue.

Richard Austin asked what environmental studies had been done.

Ann (no last name provided) stated she concurs with Cheryl Rhoden and asked if the District or school district would be interested in purchasing the parcel.

Meredith Hergenrader thanked staff for the meeting regarding solid waste.

Bob Howard stated he is a lifetime resident of Phelan and has owned the property in question for 50 years. He stated that in 2008-2009, he was going to build a shopping center, theater, and amphitheater that was western themed. He stated the realtor he hired provided information on the Highway 138 widening project to him. He stated Phelan is dying for commercial property and the realtor suggested putting a truck stop, distribution center, or warehouse in his request for service. He stated he has been here



for 75 years and is not looking to hurt the community. He would like a steakhouse, another grocery store, or retails.

Peter Barnes commented on where the request was in the District's Out of District/Boundary Service policy and that the intended use wasn't stated or clear.

After much discussion, the item died for lack of a motion.

b) Update on the Proposed Civic Center & Phelan Park Expansion Projects

Staff Recommendation: None

Mr. Cardenas provided an update on the plan check process. Easements need to be submitted in order to abandon the road through the park. KTUA will be bringing a proposal to complete design work to 60%.

No action taken; not an action item.

c) Update on the Status of Negotiations for the Consolidation of Sheep Creek Mutual Water Company into the District

Staff Recommendation: None

Mr. Bartz provided a brief overview of the consolidation efforts to date and stated negotiations have ended upon direction of Dave Nilsen.

No action taken; not an action item.

7) Committee Reports/Comments

- a) **Engineering Committee (Standing)** – Minutes are in the packet. Meets next week.
- b) **Finance Committee (Standing)** – Meets in October; a special meeting may be held regarding the draft audit report.
- c) **Legislative Committee (Standing)** – Minutes are in the packet. Meets in November.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Meets in October.
- e) **Waste & Recycling Committee (Standing)** – Minutes are in the packet. Meeting was rescheduled for the following week.

8) Staff and General Manager's Report

Mr. Bartz thanked field staff for their response to a 16" main break in the middle of the night on a holiday.

9) Reports

a) Director's Report

Philips – Attended CSDA and was happy to see how well the District is running in comparison to others.

Hoffman – Nothing to report.

Roberts – Would like to attend ACWA in December.

b) President's Report – Nothing further to report.

10) Correspondence/Information – The items in the packet were noted.



11) **Review of Action Items**

- a) **Prior Meeting Action Items** – None
- b) **Current Meeting Action Items** – Register Director Roberts for ACWA.

12) **Set Agenda for Next Meeting**

- Regular Board Meeting – September 21, 2022

13) **Recess to Closed Session**

With no further business before the Board, the Board recessed to closed session at 7:59 p.m.

Closed Session:

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code
Section 54956.9(d)(4)
Two Potential Cases

Conference with Labor Negotiator
(Government Code Section 54957.6)
District Designated Representative: Steven M. Kennedy, General Counsel
Unrepresented Employee: Don Bartz, General Manager

14) **Return to Open Session** – Announcement of Reportable Action

The Board returned to open session at 8:44 p.m.

President Kujawa reported, in regard to the first closed session item, the Board authorized settlement of a claim in the amount of \$100. The Board provided direction on the second item.

15) **Continued/New Agenda Items**

- a) **Discussion & Possible Action Regarding Employment Agreement between the District & the General Manager**

Staff Recommendation: None

Mr. Bartz introduced this item.

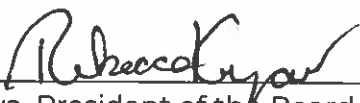
Director Hoffman moved to approve the draft contract presented in closed session (see attachment). Director Philips seconded the motion. Motion carried 4-0.

16) **Adjournment**

With no further business before the Board, the meeting was adjourned at 8:46 p.m.

Agenda materials can be viewed online at www.pphcsd.org

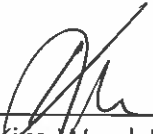




Rebecca Kujawa, President of the Board

9/21/2022

Date



Kim Ward, HR Manager/Executive Secretary

9/21/2022

Date



Kim Ward

From: Rebecca Amsden <becca4u2424@hotmail.com>
Sent: Wednesday, September 07, 2022 12:32 PM
To: Kim Ward
Subject: Agenda 6A

To whom it may concern,

I am writing to you concerning the agenda item 6A. I would like to voice my disapproval in the matter. As a neighbor to this block, and living on Avalon, the only other road near town that connect phelan to the 138 besides Beekley, this would cause extreme traffic increases on an already horrible road. Avalon is not safe for the amount of traffic this project would surely bring. Not only is it hard to drive on, but the intersection of avalon and 138 is poorly designed and not maintained and will inevitably lead to fatal accidents. My second concern is the type of human traffic this may bring to the area. If it does become a truck stop, we would be welcoming strangers into an area very very close to a school. Not to mention the light and noise pollution and the removal of so many joshua trees to build here. In my opinion, the value of possible jobs does not out way the cons of traffic, shady people, water usage, removal of joshua trees and light and noise pollution. Please consider the communities voice in this matter.

Becky Amsden

Karyn Burgen

From: noreply@getstreamline.com
Sent: Tuesday, September 06, 2022 7:59 PM
To: Customer Service
Subject: New form submission received: Contact Us

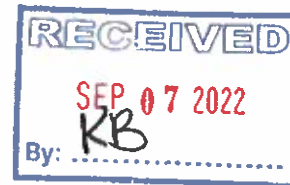


Contact Us

Message:	We do not want warehouses in our area! We've seen what happens in other residential/rural communities when warehouses come in. Please keep warehouses out of PPH!
Subject:	Warehouses
Your email:	halebon.ann@gmail.com
Your name:	Ann Hale

[Reply / Manage](#)

Powered by [Streamline](#).



Kim Ward

From: Deborah McAfee <demcafee6@gmail.com>
Sent: Tuesday, September 06, 2022 10:10 PM
To: Kim Ward
Subject: Agenda Item 6a for 9.7.22 meeting

Hi Kim,

Please vote NO on agenda item 6A. It is my understanding the purpose of the request is to provide water service to a parcel of land located on Beekley. If the request passes it is also my understanding the owner intends to develop the land into either a housing development or warehouses. This will destroy our community. We do not need a warehouse in the center of town nor do we need a housing tract. That parcel is gorgeous and has so many lovely Joshua trees growing on it.

PLEASE vote NO on the request to provide water service to this parcel.

Kind regards,
Debbie McAfee
76.315.0947
www.debbiemcafee.com

Kim Ward

From: Ashley Campbell <akueh188@gmail.com>
Sent: Wednesday, September 07, 2022 12:29 PM
To: Kim Ward
Subject: Agenda 6A

As a customer of PPHCSD, I'm told and by the state of California, to conserve water use. Please DO NOT approve servicing the new 90 acre distribution/warehouse.
No to Creeping Consolidation

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 15, 2022, is by and between PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. ("Employer"), and DONALD J. BARTZ, an individual ("Employee"). Employer and Employee agree to the following terms and conditions of employment:

1. Period of Employment.

- (a) Basic Term. Commencing on the date of this Agreement, Employer shall employ Employee for a period of five (5) years expiring on August 15, 2027 (the "Term Date"), as extended under Section 1(b), unless Employee is terminated sooner in accordance with Section 4 below. As used herein, the phrase "Employment Term" shall refer to the entire period of employment of Employee by Employer hereunder, whether for the periods mentioned above or whether extended or earlier terminated as hereinafter provided.
- (b) Renewal. This Agreement shall be automatically renewed for an additional five (5) year period on the Term Date, unless one party gives to the other advance written notice of non-renewal at least sixty (60) days prior to the Term Date. Either party may elect not to renew this Agreement with or without cause, in which case this Section 1(b) shall govern Employee's termination and not Section 4 [except for Employee's termination obligations set forth in Section 4(g), which shall remain in effect].

2. Duties and Responsibilities.

- (a) Position. Employee shall serve as the General Manager for the Employer. In that capacity, Employee shall perform all services, acts, and functions necessary or advisable to lawfully manage and conduct the business of Employer in accordance with all legal requirements and the policies, procedures, rules, and regulations established by Employer's Board of Directors, and subject to the direction, prior consent, and subsequent ratification of Employer's Board of Directors. Employee shall devote his best efforts and full-time attention to the performance of his duties and shall report directly to Employer's Board of Directors.
- (b) Availability and Work Schedule. During the Employment Term, Employee shall perform all services required by this Agreement at Employer's headquarters during Employer's regular business hours, unless Employee's presence at other locations or during different times is necessary to fully and completely perform the duties of the position assumed by Employee. In addition, Employee shall

maintain his permanent residence in an area that is in close proximity to Employer's headquarters, and shall otherwise be available to Employer 24 hours a day by telephone or other equipment furnished by Employer for this purpose.

- (c) Prohibited Activities. Except upon the prior written consent and express approval of Employer's Board of Directors, Employee (during the Employment Term) shall not (i) borrow on behalf of Employer any amount of money during any fiscal year; (ii) spend or obligate Employer's funds in amounts in excess of the sums budgeted for expenditure by Employer's Board of Directors; (iii) accept any other employment; (iv) engage directly or indirectly in any other business, commercial, civil, or professional activity, whether or not pursued for pecuniary advantage, that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer or any Affiliate of Employer; or (v) accept any position with an outside agency without prior approval of Employer's Board of Directors. An "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by or is under common control with Employer.
- (d) Representations. Employee represents and warrants (i) that he is fully qualified and competent to perform the responsibilities for which he is being hired pursuant to the terms of this Agreement; and (ii) that Employee's execution of this Agreement, his employment with Employer, and the performance of his proposed duties under this Agreement shall not violate any obligation he may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any person or entity.

3. Compensation.

- (a) Salary. Employer shall pay Employee a salary at the rate of \$261,074.53 per year during the Employment Term in accordance with Employer's duly established practices. On each anniversary during the Employment Term, Employee shall be entitled to an automatic annual cost of living adjustment (COLA) to Employee's salary based upon the applicable published index as reasonably determined by Employer's Board of Directors. COLA shall be applied on July 1 of each year in the same manner as other District employees. Employer may, but is not obligated to, increase Employee's salary as deemed appropriate by Employer's Board of Directors in the exercise of its sole discretion upon completion of its annual review of Employee's job performance.
- (b) Employee's Personal Vehicle Usage. Employer will pay the costs for the fuel utilized by Employee for District purposes during the Employment Term. Employee will be reimbursed at the standard IRS mileage rate less fuel expenses. Employee shall maintain auto insurance and shall name Employer as an additional insured.

- (c) Benefits. During the Employment Term, Employee shall be entitled to receive full contribution by Employer to Employee's retirement account with the Public Employees Retirement System, as well as all other benefits provided by Employer to its exempt employees in accordance with Employer's standard policies. As Employee becomes eligible therefor, Employee shall have the right to participate in and to receive benefits from all present and future benefit plans specified in Employer's policies and generally made available to similarly situated employees of Employer. The amount and extent of benefits to which Employee is entitled shall be governed by the specific benefit plan as amended. Employee also shall be entitled to any benefits or compensation tied to termination as described in Section 4. Nothing stated in this Agreement shall prevent Employer from changing or eliminating any benefit during the Employment Term as Employer, in its sole discretion, may deem necessary or desirable. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement, any renewal thereof, or its termination. All compensation and comparable payments to be paid to Employee under this Agreement shall be less withholdings required by law.
- (d) Vacation. Employee shall be entitled to twenty-five (25) days of vacation time annually without loss of compensation commencing on the date of this Agreement. Such vacation time shall not be taken in increments of more than ten (10) consecutive days at a time without prior approval of Employer's Board of Directors. Employee shall give Employer's Board of Directors advance notice in writing of foreseeable absences from his duties under this Agreement lasting five (5) or more days in duration, which notice shall include the reasons, anticipated dates, and duration of any such absence. Employee shall have the option to sell back unused days of vacation time per year in lieu of vacation time off.
- (e) Sick Leave. Upon commencement of this Agreement, Employee shall accrue sick leave in the same manner as regular full-time employees of the District. At the time of termination of employment for whatever reason, unused sick leave shall be cashed out to Employee.
- (f) Administrative Time. During the Employment Term, Employee shall be entitled to eighty (80) hours of Administrative Time annually.
- (g) Professional Dues and Conferences. Employer shall pay all reasonable travel, lodging, and entrance fees and costs associated with Employee's attendance at conferences and seminars, as well as payment of annual dues levied by professional organizations and community affiliation costs that receive prior approval by Employer's Board of Directors. On the anniversary date of this Agreement each year during the Employment Term, Employee shall furnish Employer's Board of Directors a list of the conferences, seminars, professional organizations, and community affiliations that he wishes to attend and/or join.

4. Termination of Employment.

- (a) By Death. The Employment Term shall terminate automatically upon the death of Employee. Employer shall pay to Employee's beneficiaries or estate as appropriate any compensation then due and owing, including payment for accrued, unused paid time off, if any. Thereafter, all obligations of Employer under this Agreement shall cease. Nothing in this section shall affect any entitlement or Employee's heirs to the benefits of any life insurance plan or other applicable benefits.
- (b) By Disability. If by reason of any physical or mental incapacity, Employee has been or will be prevented from properly performing his duties under this Agreement for more than twelve (12) weeks in any one (1) year period, then to the extent permitted by law, Employer may terminate the Employment Term, pursuant to Section 4(c), below, upon two (2) weeks advance written notice. Employer shall pay Employee all compensation to which he is entitled up through the last business day of the notice period; thereafter, all obligations of Employer under this Agreement shall cease. Nothing in this Section shall affect Employee's rights under any applicable Employer disability plan.
- (c) By Employer For Cause. At any time, and without prior notice, Employer may terminate Employee for cause (as defined below). Employer shall pay Employee all compensation then due and owing for the period prior to termination, thereafter all of Employer's obligations under this Agreement shall cease. "Cause" shall include, but not be limited to, unsatisfactory performance, misconduct, moral turpitude, failure to follow policies or procedures, material breach of this Agreement, excessive absenteeism, unlawful conduct off the Employer's premises or during non-working time (which may affect the Employee's relationship to his job and/or the Employer's reputation or good will in the community), layoff pursuant to a bona fide reduction in force, and to the extent permitted by law, unavailability for work due to disability for more than twelve (12) weeks in any one (1) year period (subject to the Employer's rights to deny reinstatement to Employee who shall qualify as a "key employee" to prevent substantial and grievous economic injury to its operations).
- (d) By Employer Not For Cause. Employer may dismiss Employee without cause notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. Employer shall pay Employee all compensation then due and owing for the period prior to termination, plus a lump sum cash payment equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, and thereafter all of Employer's obligations under this

Agreement shall cease.

- (e) By Employee Not for Cause. At any time, Employee may terminate his employment for any reason, with or without cause, by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the notice period, not to exceed thirty (30) days; thereafter, all of Employer's obligations under this Agreement shall cease.
 - (f) By Employee for Good Reason. At any time, Employee may terminate his employment for good reason (as defined below) by giving (30) days advance written notice to Employer. "Good Reason" shall be any material breach of this Agreement by Employer that remains uncured at the end of the above notice period. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of the above notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked and through the balance of the notice period [not to exceed thirty (30) days]. In the event that good reason is found to exist pursuant to Section 6 of this Agreement, the maximum amount that Employer shall be liable to Employee therefor shall be a monetary sum equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of twelve (12) months, whichever is less, which shall be in lieu of any damages under this Agreement for any alleged breach. Thereafter, all of Employer's obligations under this Agreement shall cease.
 - (g) Termination Obligations. Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.
5. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer (or any Affiliate), its employees, agents, contractors, or consultants, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include without limitation, trade secrets, protocol ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, plans, strategies, customer lists and information, financial reports, and the contents of documents protected from disclosure under the California Public Records Act, Government Code Section 6250 et seq., or other

provisions of applicable law. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information and shall disclose Confidential Information only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following any termination of employment, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information except with the express written consent of Employer. By way of illustration and not in limitation of the forgoing, following termination, Employee shall not use any Confidential Information to solicit Employer's customers or to compete against Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Arbitration.

- (a) Arbitrable Claims. All disputes between Employee (his attorneys, successors, and assigns) and Employer (its Affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns) of any kind whatsoever, including without limitation all disputes relating in any manner to the employment or termination of employee and all disputes arising under this Agreement ("Arbitrable Claims"), shall be resolved by arbitration. All persons and entities specified in the preceding sentence (other than Employer and Employee) shall be considered third-party beneficiaries of the rights and obligations created by this Section. Arbitrable Claims shall include but are not limited to contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims, except that the Employer may at its option seek injunctive relief and damages in court of any breach of Section 5 of this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.
- (b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA Employment Rules") except as provided otherwise in this Agreement. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. All arbitration hearings under this Agreement shall be conducted in San Bernardino County, California. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 6. The fees of the arbitrator shall be split between both parties equally.

- (c) Confidentiality. All proceedings and all documents prepared in connection with any arbitrable claim shall be confidential and unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses, and experts, the arbitrator and if involved, the court and court staff.
 - (d) Continuing Obligations. The rights and obligations of Employee and Employer set forth in Section 6 of this Agreement shall survive the termination of Employee's employment and the expiration of the Employment Term.
7. Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission to the number provided below (if one is provided), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered and addressed to Employer at the address below or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address:

Board of Directors
Phelan Pinon Hills Community Services District
4176 Warbler Road
P.O. Box 294049
Phelan, CA 92329-4049
FAX Phone No.: (760) 868-2323

8. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by Employer's Board of Directors. The failure of Employer to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by Employee shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
9. Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee by Employer, and it may not be contradicted by evidence of any prior or contemporaneous statement or agreements. To the extent that the practices, policies, or procedures of Employer now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

10. Amendments. This Agreement may not be modified or amended except by a writing signed by each of the parties hereto. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
11. Assignment. Employee shall not assign any rights or obligations under this Agreement. Employer may upon prior written notice to Employee assign its rights and obligations hereunder.
12. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
13. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.
15. Interpretation. This Agreement shall be construed as a whole according to its fair meaning and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting of this Agreement. The captions or sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.
16. Employee Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first written above.

EMPLOYER

By: _____
President, Board of Directors
Phelan Pinon Hills CSD

ATTEST:

By: _____
Secretary
Phelan Pinon Hills CSD

EMPLOYEE

By: _____
Donald J. Bartz