

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 11 day of April, 2024 by and between Northern Nevada Public Health (NNPH), acting by and through its Board of Health, (hereinafter referred to as "Employer"), and Chad Kingsley, (hereinafter referred to as "Employee"); Employer and Employee understand and agree as follows:

**WITNESSETH:**

WHEREAS, it is the desire of Employer to employ Chad Kingsley as District Health Officer pursuant to NRS 439.400, inclusive, and subject to the terms of this Agreement and to memorialize certain elements of compensation and benefits, certain conditions of employment, and working conditions of said Employee; and,

WHEREAS, Employee desires to accept employment as District Health Officer of Northern Nevada Public Health (NNPH) as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

Employer hereby agrees to employ Employee as District Health Officer to perform the functions and duties of District Health Officer of Northern Nevada Public Health as set forth by law, and to perform other legally permissible and proper duties as the District Board of Health shall from time-to-time assign.

Section 2. Term.

- A. The term of this agreement shall be effective May 13, 2024, and by action of the District Board of Health on Special Meeting date April 11, 2024, shall continue for a period of one year from the May 13, 2024, commencement date. At the end of that term, the basic terms of this Agreement will be automatically renewed for successive periods, as deemed appropriate by the Employer, based on satisfactory performance as determined by the District Board of Health, unless it is terminated sooner in accordance with its terms.
- B. At any time during the term of this Agreement, either the Employer or the Employee may terminate the Agreement by

providing thirty (30) days written notice to the other party. Notice shall be in accordance with Section 3 below.

- C. Unless terminated for cause as described in Paragraph E below, if Employer terminates the Agreement by giving thirty (30) days' notice, Employer agrees to pay Employee severance pay equal to three (3) months of the then current annual base salary of Employee. Severance pay shall be calculated from the end of the thirty (30) day notice period. Severance pay shall be in addition to any other payments for unused annual leave or other benefits that may be payable to other management employees with service credit equal to that of Employee. The three (3) months' severance pay shall not include additional accrual of annual or sick leave benefits or incentive pay for the three months.
- D. If Employee terminates the Agreement by giving thirty (30) days' notice, unless a different period is agreed to between Employer and Employee, Employer is not obligated to pay severance pay to Employee. Employee shall receive his then current salary during the thirty (30) day notice period or any longer period as may be agreed upon.
- E. For purposes of this Agreement, cause is defined as conduct which constitutes a crime, except for a misdemeanor traffic citation, or conduct which constitutes a knowing violation of a law or policy governing the conduct of public officers. In such event, Employer shall give written notice of its desire to terminate Employee for cause and the effective date of the termination shall be thirty (30) days after notice is given in accordance with Section 3 below. If Employee is terminated for cause, Employee shall not be entitled to severance pay.

Section 3. Notices.

When required by this Agreement, Employee shall give notice in writing personally served on the Chair of the District Board of Health, or by leaving a copy in the office of the Chair. Employee shall be served by personal service or by regular mail, postage prepaid. Notice by personal service shall be deemed received on the date of delivery; notice by mail shall be deemed received three days after mailing.

Section 4. Salary.

- A. Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual PERS compensable base salary of **ONE HUNDRED NINETY THOUSAND EIGHT DOLLARS (\$190,008.00)** for the applicable period, with an

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effective date of May 13, 2024. The annual base salary is payable in installments in the same manner as other employees of the Employer.

- B. Employee's annual salary may be adjusted as follows, by a vote of the Board, pursuant to the provisions of Section 9 below:
  - a. A cost-of-living adjustment consistent with any cost-of-living adjustment provided to other unclassified management employees of Washoe County; and/or,
  - b. The Board may adjust the annual salary of the Employee by increasing the base salary until the maximum of the salary range is reached.
  
- C. Employee will receive longevity as provided to other unclassified management employees of Washoe County upon the completion of a total of five (5) or more years of continuous full-time service and who has been rated standard or better pursuant to the applicable performance evaluation program. The County pays employees with 5 years of continuous full-time equivalent service \$1,500 (payable in equal semi-annual installments payable on the 1<sup>st</sup> payday of June and December). Longevity pay increases \$100 per year for years 6-10, an additional amount is add once employee reaches 10 years of full time service and longevity pay reaches a maximum of \$5,000 for 30 or more years of service. Eligibility for career incentive pay shall be reviewed and payment to be effectuated as provided to other unclassified management employees of Washoe County.

Section 5: Benefits.

- A. Leave:

Employee shall be entitled to all sick and vacation leave benefits provided for unclassified management employees of Washoe County, except as more specifically described or limited herein:

  - a. Starting with the first pay period in a calendar year, if Employee does not use more than 16 hours of sick leave in the period commencing with the first pay period of the calendar year and ending with the 13<sup>th</sup> full pay period of that calendar year, employee shall be credited with 12 hours of personal leave in the first full pay period in July of that calendar year. If an employee uses between 16.01 and 20.00 hours of sick leave during the start of pay period #1 and the last day of pay period #13 employee shall receive four (4-hours) of personal leave credit in the first full pay period of July of that calendar year. Starting with pay period #14 if employee does not use more than 16

hours of sick leave during the pay periods #14 - #26 (or in the event of a 27<sup>th</sup> pay period in a calendar year, pay period #27), shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in January of the next calendar year. Employees who use between 16.01 and 20.00 hours of sick leave during pay periods #14 - #26 (or #27) in a calendar year, shall receive four (4) hours of personal leave credit at the time specified above. Personal leave accruals have no cash value and are forfeited if not used by the end of the last payroll period in the calendar year in which the time was accrued.

- b. Compensatory time may be earned on an hour-for-hour basis for hours worked over 40 in a week up to a maximum of 240 hours in a calendar year. Compensatory leave has no cash value and may not be cashed out upon separation from County.
- c. Annual Leave: Employee shall accrue annual leave credit at the biweekly equivalent of 136 hours per year until Employee completes five years of service as the NNPH District Health Officer, at which time Employee will accrue 152 hours annual leave per year. Upon the completion of 10 years of service as the NNPH District Health Officer, employees will accrue 176 hours annual leave per year. Vacation credit may be accumulated from year to year but may not exceed 240 hours.

If Employee, on or before October 15, requests permission to take annual leave and the request is denied for any reason, the Employee may receive, upon approval of the District Board of Health, payment at the Employee's hourly rate for any annual leave in excess of 240 hours, which the Employee requested to take and which the Employee would otherwise forfeit as the result of the denial of the Employee's request

- d. Additional Annual Leave: Employee shall accrue 24 hours of additional annual leave, each year on the Employee's anniversary date, until ten (10) years of service is reached.

Section 6. Benefits - Other.

- A. Automobile Use: Employee shall be entitled to reimbursement for business use of his personal vehicle in accordance with the rates set by applicable law.

- B. Retirement: Employer agrees to pay all contributions to the Nevada Public Employees Retirement System (PERS) on behalf of Employee as required or limited by PERS; PERS rate contribution adjustments will be implemented in accordance with unclassified management employees of Washoe County.
- C. Health Benefits: Employee is entitled to all health benefits provided to unclassified management employees of Washoe County.
- D. Manager's Life Insurance: Employee is entitled to management life insurance provided to unclassified management employees of Washoe County.

Section 7. No Reduction of Compensation and Benefits.

Except as otherwise provided herein, Employer shall not at any time during the term of this Agreement decrease the salary, compensation, or other financial benefits of Employee specified for the term of the Agreement without the consent of Employee unless Employee is incapacitated to perform the services required hereunder and has exhausted available leave, except to the degree such a decrease is across-the-board for all unclassified management employees of Employer.

Section 8. Expectations and Annual Evaluation.

- A. The District Board of Health, with Employee's input, agrees to adopt priorities and expectations for Employee each year annually on the anniversary of this Agreement during the term of this Agreement. The Board's adoption of priorities and expectations for the Employee shall coincide with Employee's evaluation as provided in Paragraph B below. The priorities and expectations may be added to or deleted as the District Board of Health may from time to time determine, in consultation with Employee.
- B. Each year prior to or as near as possible to the anniversary date of Employee's appointment as District Health Officer effective May 13, 2024, unless otherwise mutually agreed by the Employee and Employer acting by and through the Chairman of the District Board of Health, the District Board of Health will review and evaluate Employee's performance in accordance with the provisions of the Open Meeting Law. Employee must contact the Chair of the Board at least thirty days prior to his anniversary date in order to schedule Employee's annual evaluation. The evaluation shall be based upon the priorities and expectations developed as provided in Paragraph A above. The evaluation process will be jointly

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developed and mutually agreed upon by Employer and Employee.

Section 9. General Provisions.

The text of this Agreement, and any subsequent Addendum, constitute the entire agreement between the parties and supersedes all prior Employment Agreements between the parties, rendering them from and after execution of this null and void. This agreement is governed by the laws of the State of Nevada and any action brought pursuant to this agreement shall be brought in Washoe County.

Section 10. Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

IN WITNESS WHEREOF, the District Board of Health has caused this Agreement to be signed and executed on its behalf by its Chair, and duly attested by the Clerk, and the Employee has signed and executed this Agreement, all on the day and year first above written.

Employee

District Board of Health  
Washoe County

\_\_\_\_\_  
Chad Kingsley

By \_\_\_\_\_  
Kristopher Dahir, Chairman