

**TERMS OF EMPLOYMENT FOR MICHAEL GANCASZ
AS CHIEF OF POLICE FOR THE KENSINGTON POLICE
PROTECTION & COMMUNITY SERVICES DISTRICT**

Amendment & Extension

July 1, 2024, through September 9, 2028

These Terms of Employment are made and entered into on July 1, 2024, by the Kensington Police Protection and Community Services District ("the District"). This document's intent and purpose is to summarize the benefits and other terms and conditions of employment applicable to the covered Employee (s).

WHEREAS District desires to continue to employ Michael Gancasz "Gancasz" as its Police Chief, and of "Chief of Police" and amend and extend his current Contract to September 9, 2026; and

WHEREAS Gancasz desires to continue in that position on the terms and conditions contained herein and

WHEREAS both parties wish to enter into a written contract clearly stating their rights and responsibilities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Employment:** The District hereby offers, and Gancasz accepts, employment as Police Chief of the District on the terms and conditions set forth herein.
2. **Term:** The term of this Agreement is July 1, 2024 to September 9, 2028 (amended 10/30/25).
3. **Duties:** Gancasz shall perform those responsibilities commonly assigned to a Police Chief of a City in California as described in Government Code Section 38630, 41601 through 41611, and any successor legislation. Gancasz shall, additionally, perform other legally permissible and proper duties and functions consistent with the office of the Police Chief, as the General Manager shall assign from time to time.
4. **Devotion to District Business:** During the term of this Agreement, Gancasz shall not accept any other employment and shall be exclusively employed by the District, unless prior written authorization is received from the General Manager, which the General Manager may withhold in that person's sole discretion: Gancasz shall not engage in any activity that may become a conflict of interest, create an incompatibility of office as defined under California law, or interfere with Gancasz's ability to perform his duties under this Agreement effectively. Gancasz must annually complete financial disclosure forms as required by law.

5. **Termination of Employment and this Agreement: General Release:**
Severance:

(a) **At-Will Employee.** The Chief of Police serves at the pleasure of the General Manager, and nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of the General Manager to terminate the services of the Chief of Police with or without Cause. No express or implied promise was made to the Chief of Police for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the Chief of Police and the District

(b) **Termination Not-For-Cause.** If the General Manager terminates this Agreement (thereby terminating the Chiefs employment) without Cause, and if Gancasz signs, delivers to the District, and does not revoke, a General Release Agreement ("Release Agreement"), in a form approved by the District, the District shall pay the Chief a lump sum payment equal to three (3) months (six pay periods) of the Chiefs Base Salary, less any applicable tax withholdings ("Severance").

(c) **Termination For-Cause.** If the General Manager terminates this Agreement (thereby terminating the Chiefs employment) for Cause, as defined in this Section the Chief shall not be entitled to Severance or any additional compensation or payment but shall be entitled only to accrued vacation pay and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). Termination of the Chief of Police under this Section shall be conducted in compliance with California Government Code Section 3304(c).

3304 (c) "No chief of police may be removed by a public agency, or appointing authority, without providing the Chief of Police with written notice and the reason or reasons therefore and an opportunity for administrative appeal.

For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies; or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or because of a change in administration, shall be sufficient to constitute "reason or reasons."

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police."

The appeal referred to in section 3304(c) shall be before the KPPCSD Board.

As used in this Agreement, Cause shall mean any of the following:

(i) Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the District or on Gancasz's reputation.

(ii) Conviction of any crime involving an "abuse of office or position," as that term defined in Government Code Section 53243.4 (see Section 5. D., (below).

(iii) Willful insubordination or failure to carry out a lawful directive or directives of the General Manager, and

(iv) Any grossly negligent action or inaction by Gancasz that materially and adversely: (a) impedes or disrupts the operations of District or its organizational units; (b) is detrimental to employees or public safety; or (c) violates District's established rules or procedures.

(d) Abuse of Office. Notwithstanding any of the provisions in Sections 5. A. and 5. B. (above), in any circumstance in which Gancasz is convicted of a crime involving abuse of his or her office or position with the District as defined in California Government Code Section 53243.4, any paid administrative leave provided by the District pending an outcome of the investigation into such crime, any District funds expended for the legal criminal defense to such criminal allegation, and any cash settlement or severance provided to Gancasz upon termination shall be fully reimbursed by Gancasz to the District.

(e) Termination of Agreement in the Event of Gancasz's Death. This Agreement shall terminate upon the death of Gancasz. In the event of such termination, Gancasz's estate shall receive Accrued Salary and Benefits but shall not be entitled to any additional compensation or payment, including Severance.

(f) Automatic Termination in the Event Gancasz fails to meet Certification Requirements. A failure to meet all certification requirements for a Chief of Police as required by the Commission on Peace -Officer Standards and Training (POST) and other California laws and/or regulations shall result in an automatic termination of this Agreement. In the event of such termination, Gancasz shall not be entitled to additional compensation or payment, including Severance.

(g) Disability Termination. If Gancasz shall, for whatever reason, become incapable of performing any of the essential functions of Gancasz's position, even with reasonable accommodation by Employer, either (1) permanently, or (2) for a period exceeding the period of leave available to Gancasz under the Family Medical Leave Act or the California Family Rights Act, accrued sick leave or 180 days, whichever is longer, then Gancasz shall be deemed to have suffered a disability. As Gancasz's position requires Gancasz to devote a great deal of time both during and outside of normal office hours to the business of Employer, Gancasz recognizes that granting a leave longer than the time stated in this section may constitute an undue hardship on Employer. In accordance with applicable law; any request for leave that does constitute an undue hardship may be grounds for not-for-cause termination of this Contract under, and in accordance with, Paragraph 5.B of this Agreement.

Nothing in this Paragraph 5.G shall impact the right of the Employee in connection with receipt of 4850 pay in the event of a qualifying occupational injury.

(h) Resignation/Retirement of Gancasz. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Gancasz to resign at any time from their position with the District. Gancasz may terminate the Agreement by submitting written notice of their resignation to the General Manager and shall provide not less than thirty (30) days written

notice of their intention to resign or retire. If Gancasz resigns or retires from employment with the District, they shall not be entitled to any Severance. Gancasz shall be paid for all accrued vacation to the effective date of the termination.

6. Annual Salary and Performance Reviews:

(a) Gancasz's initial annual salary, effective July 1, 2022, shall be One Hundred Ninety-Five Thousand Six Hundred Dollars (\$195,600.00) ("Base Salary") payable in equal installments at the same time and in the same manner as other employees of the District are paid.

(i) Effective July 1, 2023, the Gancasz's Base Salary shall be Two Hundred Eleven Thousand Two Hundred Fifty Dollars (\$211,250.00) Annually.

(ii) Effective July 1, 2024, at each annual performance evaluation, the General Manager will consider whether the Chief is eligible for a merit-based salary increase.

(iii) Effective July 1, 2025, Chief Gancasz's based salary shall be Two Hundred Thirty Seven Three Hundred Thirty Five (\$237,335.00) Annually.

(b) At least annually, the General Manager and Chief of Police shall set mutually agreed-upon objectives for each year. These objectives shall coincide with the General Manager's completion of a public employee performance evaluation of the Chief on or before the anniversary date of this Agreement ("Annual Evaluation"). Nothing in this Section precludes the General Manager from completing an additional interim public employee performance evaluation of the Chief of Police at any other time.

7. Non-Cash Compensation and Benefits:

(a) CalPERS Retirement: The District will continue to enroll the Chief of Police as a member of the California Public Employees Retirement System (CalPERS) in the CalPERS "Public Safety" plan of 3% 50, consistent with the provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA).

(b) Deferred Compensation Retirement Plan: (IRS 457(b) or 401a) The District has established a Deferred Compensation Plan to be available to all eligible District employees under applicable law. The Chief can invest portions of their current income to meet their future financial requirements and supplement their District retirement at no cost to the District.

(c) Health Benefits: The District shall provide health benefits through the Public Employees' Retirement System Health Benefits Program. The District will pay 90% of the Kaiser Northern California premium at each level of coverage. The premium shall be adjusted annually on or about January 1, of each year based on changes in Kaiser rates for that year. If the Chief of Police does not receive the District's medical insurance, he/she shall be provided with an alternative benefit in the form of a monthly five-hundred-dollar (\$500) cash payment instead of the benefits listed above. Eligibility for receipt of alternative benefits requires the Chief to (1) elect to opt out of the District's medical insurance and (2) provide proof of medical insurance coverage from an alternative plan. All PEMHCA regulations apply to this benefit.

(d) Disability Insurance: The District also agrees to provide disability benefits through the California Law Enforcement Association (CLEA) "Plan A" or Police Officers Research Association of California (PORAC) "Premier Plus" plan. The District shall . • increase the Chief's base pay by the plan premium cost. The Chief shall pay the premium for the plan through payroll deduction.

(e) Dental and Vision Benefit: The District shall provide the Chief with a vision plan through VSP and a dental plan through Delta Dental, maintaining the same benefits package as is provided through the then-current Memorandum of Understanding with the Kensington Police Officers Association ("MOU"). The District will pay the premiums.

(f) Employee Assistance Program: The Chief shall be enrolled in and covered under the District's Employee Assistance Program outlined in the Memorandum -of Understanding with the Kensington Police Officers Association ("MOU").

(g) Retirement Medical Benefits: For each year of service with the District in any capacity, Gancasz shall be entitled to reimbursement of PEMHCA retirement health benefits equal to 18% of the Kaiser 2020 two-party rate, up to a maximum of 90% of the 2020 two-party rate after five years of employment. Should Gancasz choose not to enroll an eligible dependent or spouse, he shall receive 18% of the 2020 single-party rate for each year of service, up to 90%. Receipt of retirement medical benefits shall be contingent upon retirement directly from District service. Receipt of retirement medical benefits (vested percentages based on years of service) are guaranteed. This vesting agreement shall be subject to California law and any applicable PEMHCA rules.

(h) Uniform and Equipment & Reimbursement: The standard class B police uniform shall be worn; however, business professional suits and training attire are appropriate based on the situation. The Chief shall be reimbursed up to One Thousand Two Hundred Dollars (\$1,200.00) annually for the purchase, care, and cleaning of uniform and nonuniform business attire.

(i) Life Insurance: The District shall provide a one hundred-thousand-dollar (\$100,000) term life insurance policy subject to these Terms of Employment. The District shall purchase and pay for the base premium and provide documentation of the purchase to the Chief, who will pay any additional costs over the standard base premium.

G) Hours of Work, Administrative Leave: The Chief is an Exempt employee under the provisions of the Fair Labor Standards Act (FLSA) and is expected to work all hours/days necessary to perform the functions competently and comprehensively. The Chief will work a minimum of forty (40) hours per week. The work week may consist of 4 ten-hour days, five eight-hour days, or any combination needed to effectively perform the functions of the job at the highest level.

(k) Sick Leave Accrual & Paid Administrative Leave: The Chief shall accrue sick leave at the rate of ten (10) hours for each calendar month and may accrue an unlimited amount of sick leave. Unused sick leave at the time of separation is not eligible for a cash payout. Service credit for any such accumulated and unused sick leave under retirement may be

allowed per the CalPERS agreement in effect at the time of retirement. The Chief will receive sixty (60) hours of paid administrative leave each FY year of employment. This administrative leave shall not accrue or carry over from one year to the next. Any unused balance of administrative leave available as of midnight, June 30, or June 30, shall be forfeited. Accrued, unused administrative leave, shall have no cash value and shall not be subject to cash out during or upon separation from employment.

(l) Vacation Accrual: Vacation Accrual for the Chief shall be twenty (20) hours per month or 240 hours per calendar year.

(m) Vacation Use, Observed Holidays, Separation, Disbursement: The Chief will coordinate time off from work with the General Manager, considering best practices, the needs of the Community, and the needs of the Department. The District designates 14 holidays each Fiscal Year (July 1-June 30). If the holiday falls on a regularly scheduled day off or while on vacation, the Chief may adjust their schedule to compensate. Accrued vacation earned before the effective date of separation from employment with the District shall be paid out in a lump sum with Chief's final paycheck. Vacation hours may be cashed out in increments of 100 hours twice per calendar year. Vacation Accrual shall not exceed 500 hours without the approval of the General Manager.

Observed Holidays	
New Years Day	Martin Luther King Birthday
Juneteenth	President's Day
Cesar Chavez Day	Memorial Day
Independence Day	Labor Day
Admissions Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

8. District Provided Vehicle:

The District will provide the Chief with a vehicle for job-related use, including travel to and from work, training, meetings, conferences, and incidental use. The District will cover all costs associated with the vehicle including maintenance, repairs, fuel, registration, and insurance.

9. Business and Professional Expenses: Dues, Subscriptions, Training:

The District agrees to budget and pay for the Chief's professional membership dues, subscriptions, and attendance at meetings and conferences for:

- (a) The Contra Costa County Police Chiefs Association (CCCPCA)
- (b) The California Police Chiefs Association (CPCA)
- (c) The International Association of Chiefs of Police (IACP)

(d) Conferences: The District will pay for the Chiefs travel, lodging, and meals at the POST Reimbursable Rate when representing the District at conferences or meetings of national or state committees or commissions upon which Chief serves as a member, subject to the approval of the General Manager; and for such other official meetings or travel as are reasonably necessary for the professional development and advancement of the Chief to the extent approved by the General Manager.

(e) Professional Development Training: Subject to the approval of the General Manager, the District agrees to budget and pay for the travel, lodging, and meal expenses for the Chief incurred while attending short educational courses, institutes, and seminars necessary for the position and professional development. This includes legal updates, mandatory POST training and for the good of the District to the extent approved by the General Manager.

10. Enforcement of this Agreement:

(a) The prevailing party, in any actions brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs.

11. Indemnification:

Subject to any contrary provisions of the California Government Code or Section 5(D) of this Agreement (above), District shall defend, hold harmless, and indemnify the Chief, using legal counsel of District's choosing, against expense or legal liability for acts or omissions by the Chief occurring within the course and scope of the Chiefs employment under this Agreement, provided that such indemnity shall not extend to any judgment or damages arising out of any willful wrongdoing.

Legal representation, provided by District for the Chief, shall extend until a final determination of the issues including all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, attorneys' fees, and expert witness fees and all other trial and appellate expenses, and other liabilities incurred, imposed upon, or suffered by the Chief in connection with or resulting from . any claim, action, suit, or proceeding, actual or threatened.

In the event there is a conflict of interest between District and the Chief such that independent counsel is required for the Chief of Police, he/she may engage their legal counsel, in which event District shall indemnify the Chief, including direct payment of all such reasonable costs related to it. The parties agree that this Section shall survive the termination of this Agreement and the Chief's employment with the District.

This Section shall apply when any such claim, demand, action, loss, or change occurs, provided that the act or omission giving rise to the claim arose when the District employed the Chief(Gancasz).

12. Notification:

Any notices given hereunder by either party to the other in writing may be affected by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given by this Section. Notices delivered personally or by email will be communicated as of the actual receipt. Mailed notices will be deemed transmitted and received as of three (3) calendar days following the date of mailing.

To District: General Manager David Aranda Kensington Police Protection and Community Services District 10940 San Pablo Ave., El Cerrito, CA 94530
Daranda@kppcsd.org To Gancasz: Chief of Police Michael Gancasz Kensington Police Protection and Community Services District 10940 San Pablo Ave, El Cerrito CA, 94530
MGancasz@kppcsd.org

13. Conflict with District Municipal Code:

District personnel ordinances, resolutions, rules, and policies (“Personnel Rules”) shall apply to the Chief in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Personnel Rules, this Agreement shall prevail.

14. Entire Agreement:

This Agreement represents the entire Agreement between the parties and supersedes all other agreements, either oral or in writing, between the parties concerning the District's employment of the Chief (Gancasz) and contains all the covenants and agreements between the parties concerning that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

15. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both parties.

16. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party 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.

17. Partial Invalidity:

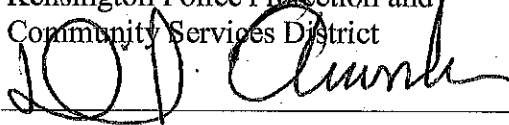
If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force, without being impaired or invalidated in any way.

18. Governing Law: venue:

The laws of the State of California shall govern this Agreement. If a dispute arises from the performance of this Agreement, the Contra Costa County Civil Court shall be the venue for resolving said dispute.

DISTRICT

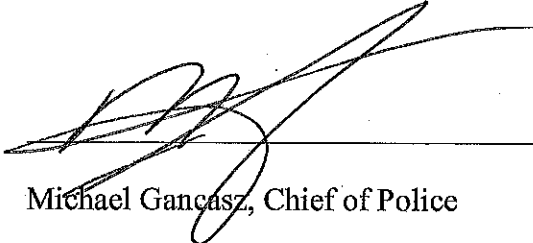
Kensington Police Protection and
Community Services District

 10-29-25

David Aranda, General Manager

Date:

EMPLOYEE

 10-17-2025

Michael Gancasz, Chief of Police

Date: