Item #15 - Approval of an extra help agreement between Kensington Community Services District and David Aranda

The Board President will address this agenda item

Item #15

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

PRESENTED BY: Sylvia Hacaj, President, Board of Directors

SUBJECT: Approval of an agreement between Kensington Community Services District and David Aranda

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RECOMMENDATION:

Approve the agreement between Kensington Community Services District and David Aranda in agreeing to a CalPERS retiree limited-term appointment agreement.

BACKGROUND:

The Board of Directors determined that it would be in the best interest of KCSD for the Interim General Manager to work with the incoming full-time General Manager over a period of sixty days so that a smooth transition might take place. The attached document for board approval is the proper method in which CalPERS approves of such a transition.

EXHIBIT(S):

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November 12, 2026

Mr. David Aranda
604 S. California St.
Portland, OR 07219

Re: CalPERS Retiree Limited-Term Appointment Agreement

Dear David:

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the Kensington Community Services District ("District") in an extra-help capacity under the provisions of Government Code section 21224.

This Agreement is made because we have determined your specialized skills and your institutional knowledge are necessary to onboard the District's incoming permanent General Manager (GM). These duties may include meetings with and/or introductions to the District's staff, consultants, and vendors; an orientation to the Kensington community, California Special District Association (CSDA), Special District Risk Management Agency (SDRMA), and other relevant organizations or individuals, the transfer of all relevant files, accounts, etc. and other such tasks as may be necessary to completely transition all duties and responsibilities of the GM role.

The District finds your expertise working with police departments, more than thirty years' experience in budget and administrative oversight for community services districts, and your knowledge of the resources and programs available through CSDA and SDRMA are very valuable at this time of transition for the District.

The terms of this agreement include:

- The term of your appointment will be from December 1, 2026, through January 31, 2027, unless you or the District elect to terminate this agreement on an earlier date.
- The rate of pay for this temporary appointment will be $115.00 per hour.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- Hours worked shall not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer), unless an exception applies.

The District and you enter into this Agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code sections 7522.56 and 21224. Specifically, an appointment under sections 7522.56 and 21224 is permissible if all the following requirements are met:

(1) The appointment must be to a temporary position.
(2) The appointment is of limited duration.
(3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work.
(4) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours, unless an exception applies.
(5) The compensation received by the retiree is not more than the maximum, nor less than the minimum, hourly pay rate to other employees performing comparable duties as listed on the District's publicly available pay schedule.
(6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided.
(7) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.
(8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.
(9) If the retiree is less than normal retirement age (i.e., the highest age under any retirement formula that the retiree accrued benefits under with any CalPERS employer), at least 60 days must have passed since the retiree's retirement. This waiting period cannot be waived.

The District, in good faith, has determined that your appointment meets (1) – (6) of the foregoing requirements as follows:

(1) The appointment will be to a temporary position.
(2) The appointment is of limited duration because it is anticipated to no more than one (1) year.
(3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this appointment offer, necessary for the purpose of the appointment.
(4) The appointment will not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).
(5) The compensation you will receive is no more nor less than the hourly rate paid to other employees performing comparable duties as listed on its publicly available pay schedule.
(6) Your compensation consists of the hourly rate only; no further benefits will be provided unless required by state or federal law.

By executing this Agreement, you are also, in good faith, determining that your appointment meets each of the nine (9) requirements noted above, including the unemployment insurance requirement. That is, while the District is not in a position to do so, by executing this agreement you are confirming the fact that you have not received unemployment insurance payments within the past 12 months arising from work subject to Gov. Code Section 7522.56.

The bona fide separation rule described in (9) above does not apply because: (1) you are either of normal retirement age, or (2) you are not of normal retirement age but your retirement date was more than 60 days prior to this appointment, and there was no agreement in place prior to your retirement for you to return as a retired annuitant.

With respect to the 180-day waiting period described in (7) above, this appointment is occurring more than 180 days after retirement.

Notwithstanding (4) above, the District has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked in a fiscal year (July 1 – June 30) for District and any other CalPERS employer do not exceed 960 hours in the aggregate. However, please note that consistent with the requirements of Section 21220(d) and (e), **the District will update CalPERS solely for administrative recordkeeping purposes (you will remain in retired status) and will report both your hours and pay pursuant to this agreement.**

While the District and you make this agreement because we believe that it is authorized under Gov. Code sections 7522.56 and 21224, CalPERS could disagree. If CalPERS disagrees, there is a risk that you will be required to do the following: (1) return any retirement allowance you received during the period of the appointment; (2) pay an amount of money equal to the employee contributions that should have been made, plus interest, during the appointment; and (3) pay CalPERS' administrative expenses incurred as a result of its audit of the appointment. You will also be subject to reinstatement from retirement.

By executing this agreement, you waive any claims against the District arising from an adverse determination by CalPERS associated with this appointment that is attributed to any misrepresentation made by you in this Agreement or any violation of these rules caused by employment with any other CalPERS employer. Please contact CalPERS if you have any questions regarding the requirements of Gov. Code sections 7522.56 and 21224 or this appointment.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of District and are at-will; therefore, the appointment may end with or without cause or advance notice.

We welcome you to your limited-term appointment with the District and extend our best wishes for your success in this limited duration appointment.

If you have additional questions or comments, feel free to contact me directly at shacaj@kppcsd.org.

Sincerely,

Sylvia Hacaj, President
Kensington Community Services District Board

Acknowledgment:

I, _____, agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all the terms and conditions of employment as set forth in this letter.

_____ _____

Signature **Date**