

4.1 Other Terms and Conditions. District may, from time-to-time, establish additional terms and conditions of employment, provided such terms and conditions are consistent with the provisions of this Agreement and any applicable law.

4.2 Notices. Any notices required by this Agreement shall be sent by first class U. S. mail with postage prepaid to the parties as follows:

To District:
East Kern Health Care District
PO Box 2546
California City, CA 93504

To Employee:
Socorro Chavez



4.3 Entire Agreement. This Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or may be relied upon by any party.

4.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 et seq.] DISTRICT will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during EMPLOYEE'S tenure as Administrative Assistant.

4.5 Amendments. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the Board of Directors and signed by DISTRICT's designee.

4.6 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

4.7 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. DISTRICT may, upon prior written permission from EMPLOYEE, assign its rights and obligations hereunder.

4.8 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.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue property only in Los Angeles County, State of California.

4.10 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This

Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

4.11 Acknowledgment. EMPLOYEE acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that he shas read and understands this Agreement, that he is fully aware of its legal effect, and that she 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.

APPROVED:
East Kern Health Care District

APPROVED:

By: _____
Karen Macedonio, President
Board of Directors

By: _____
Socorro Chavez

ATTEST:

By: _____
Lois Peralta, Secretary

(Seal)

APPROVED AS TO FORM:

By: _____
Alex Lemieux, Deputy District Counsel