

# COUNTY OF SONOMA

## HIRING INCENTIVE PILOT PROGRAM

### I. PROGRAM PURPOSE

The purpose of this program is to provide guidelines and procedures for the Hiring Incentive Pilot Program which will be used to help fill allocated (not extra-help) vacancies for the classifications listed in Appendix A.

The goal of this pilot program is to enhance recruitment efforts to attract and retain the best-qualified candidates over a one-year pilot program term beginning **MONTH DATE, YEAR, and concluding MONTH DATE, YEAR (term dependent upon Board approval)**. The outcomes of the Hiring Incentive Pilot Program will be evaluated within the pilot program term by the County Administrator's Office and Human Resources. Upon agreement by the County Administrator and Human Resources Director, the pilot program may be extended through administrative action.

### II. SCOPE OF PROGRAM

The County of Sonoma recruits, hires, and strives to retain the best-qualified candidates for every position within the County. This program includes three components: a signing bonus, paid leave and/or sick leave advancement, and relocation assistance and applies to candidates hired to fill vacancies in allocated positions in the specific classifications listed in Appendix A.

In order for a position to be eligible for the Hiring Incentive Pilot Program it must meet the following criteria:

- The recruitment to fill the position(s) has been posted for at least six months and there are unfilled vacancies; OR
  - The recruitment is being conducted because the last recruitment failed (it resulted in no hires or an insufficient number of hires); OR
  - The position requires professional licensure and/or certification and, historically, has been challenging to fill at the journey-level or above.
1. During the program period, the following individuals will be eligible for incentives:
    - External individuals who are hired through an open recruitment
    - Current employees who are hired/promoted through an open recruitment
    - Those who are in the hiring process but have not yet received a final job offer prior to the start of the program
    - Applicants who apply before the one-year pilot program end date
  2. During the pilot program period, the following individuals **will not** be eligible for incentives:
    - Individuals who are hired into extra-help positions
    - Current employees who are already employed in eligible job classes – hiring incentives are not applied retroactively nor do they apply for employees who are hired/transfer between departments in the same eligible job class

- Current employees who are already employed in eligible job classes and alternately promote within the classification series
- Current or former County employees who are hired into eligible job classes through transfer or restoration processes
- Management and Supervisory level employees who demote into eligible job classes

### **III. HIRING INCENTIVES**

#### **A. Signing Bonus**

Signing bonuses are used in situations where comparable agency practices and the budgetary climate support the practice of paying additional compensation to attract and hire candidates for hard-to-fill vacancies.

1. County departments/agencies/special districts will offer a signing bonus to selected internal or external candidates for specific allocated positions during the pilot program period. The incentive amounts offered are listed in Appendix A. The signing bonus shall be considered taxable income and used in determining the employee's regular rate of pay for FLSA purposes, but not included as compensation for purposes of retirement calculations.
2. The signing bonus funds will be disbursed to the selected candidate as listed in Appendix A.
3. Probationary requirements, satisfactory performance, and required training must be maintained to qualify for future installment payments. Failure to meet requirements may result in the forfeiture of future payments.
4. Should there be any ambiguity regarding an individual's eligibility for a signing bonus, the County Administrator and the Human Resources Director have the authority to make the final determination.
5. Individuals who voluntarily demote or transfer into non-qualifying positions after receiving a portion of the incentive would not be required to repay installment payments.
6. If an employee who received an incentive payment voluntarily leaves County employment (from an eligible allocated position) or they are terminated as a result of receiving a disciplinary Order of Termination within one year (365 days) of receiving an installment payment, they will be required to pay back 50% of the last installment payment they received and forfeit the remainder of any future installment payments.
7. The amount of the installment payment(s) will be calculated based on an individual's Full-Time Equivalent (FTE) status at the time of hire, and as stated in the executed Hiring Incentive Signing Bonus Agreement.
8. The Hiring Incentive Signing Bonus Agreement shall be executed by the Department Head or Designee and the Candidate or Employee.

#### **B. Paid Leave and/or Sick Leave Advancement**

1. Paid Leave Advancement only applies to external hires (including Freenames). New hires may receive a lump sum advancement of up to 24 hours of vacation and/or 24 hours of sick leave.
2. Incumbents who receive Paid Leave Advancement shall accrue their normal vacation and sick leave at a rate in accordance with their respective Memorandum of Understanding.

3. All usage of vacation and/or sick leave hours shall be used/approved in a manner consistent with required policies.
4. The Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form shall be executed by the Department Head or Designee, Human Resources Director or Designee, and the County Administrator or Designee.

### **C. Relocation Assistance**

Relocation Assistance only applies to external hires (including Freenames). At the discretion of the Department Head, new hires may be authorized for relocation expense assistance of up to \$5,000 to cover reasonable relocation expenses as outlined in Appendix B.

1. The following criteria must be met for assistance to be authorized:
  - a. Candidates must meet the following “distance test”:
    - i. The new hire must not be a current Sonoma County employee.
    - ii. The distance between the new hire’s old residence and their new place of work must be at least 50 miles greater than the distance between the old residence and the old place of work.
    - iii. The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance in the counties immediately adjacent to Sonoma County.
  - b. The County Administrator must confirm that the department’s current budgetary appropriations are sufficient to cover the reimbursement.
2. Terms of Agreement:
  - a. The parties shall enter into an agreement that includes the following:
    - i. The employee shall be required to repay 100% of the relocation expense assistance if the employee voluntarily terminates employment within one year (365 days) from the date of hire or appointment into the position and 50% of the relocation expense assistance if the resignation occurs following one year from the date of hire into the position, but prior to completion of the second year, as detailed in the agreement.
    - ii. If the employee is terminated from employment for any reason other than as a result of receiving a disciplinary Order of Termination, no repayment will be required; if the employee is terminated pursuant to a disciplinary Order of Termination, repayment will be required according to item 2 (a) (i) above, as detailed in the agreement.
  - b. Relocation expense assistance will be taxed in accordance with applicable federal and state tax requirements at the time expenses are reimbursed. The County will conform with tax changes as necessary to accurately report the employee’s annual taxable income on their W-2. All relocation expense assistance reimbursements made by the County will be included as income and paid to the employee via their regular paycheck with applicable payroll tax deductions applied.
    - i. Candidates/employees are encouraged to check with a tax professional if they have any questions about the taxation of relocation expense assistance.

- ii. Employees will be responsible for all expenses not authorized in advance by the County and included in the agreement.
- 3. The following documents used in conjunction with this policy are located:
  - a. Human Resources Department, Hiring Process SharePoint sites
    - i. Hiring Incentive Pilot Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form
    - ii. Hiring Incentive Relocation Expense Assistance Agreement
  - b. Auditor-Controller Payroll Division's Internet site
    - i. [Relocation Expense Assistance Reimbursement Form](#)

#### **IV. FREQUENTLY ASKED QUESTIONS**

- Q** Can employees be eligible for multiple signing bonuses due to job changes?
- A** If an employee who is receiving a signing bonus promotes to a new position in a different eligible job class, they forfeit any remaining payments from the original position but are eligible for the signing bonus associated with the new eligible job class. Employees who promote within an alternately staffed classification series are not eligible for signing bonuses.
- Q** What happens to the remaining signing bonus payments if the pilot program is not extended past the initial program period?
- A** Employees will receive remaining payments as scheduled and according to guidelines and their executed Hiring Incentive Pilot Program Signing Bonus Agreement.
- Q** Are current County employees eligible for the hiring incentives if they apply and are offered a job in an applicable job class?
- A** Current employees promoted internally or from other County departments into applicable job classes through an open recruitment process are eligible for the signing bonus. Current staff are ineligible for the Paid Leave and/or Sick Leave Advancement and the Relocation Assistance incentives.
- Q** What happens if an employee leaves the County and returns as a re-hire, are they eligible for the hiring incentives?
- A** Yes, employees who are hired/re-appointed into an applicable job class through either competitive recruitment or freename processes would be eligible.
- Q** What happens if an employee changes their FTE while receiving signing bonus installment payments?
- A** Nothing. The amount of the signing bonus is based on the employee's FTE at the time of hire and as stated and executed in the Hiring Incentive Pilot Program Signing Bonus Agreement.
- Q** What happens if an employee voluntarily demotes from a job class receiving a signing bonus to a different job class receiving a signing bonus?

- A** When voluntarily demoting to a closely related job classification, an employee can receive a maximum of three hiring incentive payments in total between the two job classifications. New installment payment(s) will be calculated based on their new job class.
- Q** What happens if an employee voluntarily demotes from a job class receiving a signing bonus to a different job class that is not part of the Hiring Incentive Pilot Program during the period of receiving installments?
- A** The employee would stop receiving installments and would not have to repay installments already received.
- Q** What happens if an existing employee who is in an incentive-eligible job class transfers from one department to another in the same job classification?
- A** Current employees who are already employed in eligible job classifications and transfer to the same job classification in a different department are not eligible for the Hiring Incentive Pilot Program.
- Q** What happens if an existing employee who is currently receiving installment payments transfers from one department to another in the same job classification?
- A** An employee who transfers in the same job classification to a new department will continue to receive the remaining installments paid within the same timeframes as outlined in their original Hiring Incentive Pilot Program Signing Bonus Agreement. However, the new department will be responsible for the remaining payments due and will need to work with Human Resources and County Counsel to amend the original agreement to reflect the department/agency/special district change.

**HIRING INCENTIVE PILOT PROGRAM  
APPENDIX A**

The classifications listed below have been identified as eligible for the Hiring Incentive Pilot Program. Additional classifications may be added to the program at the request of a Department Head and upon approval by the County Administrator and the Human Resources Director if specific criteria, as outlined in Hiring Incentive Program document, is met.

Incentive amounts are determined based on the annual I-step of the job classification.

Annual I-Step	Incentive Amount
Up to \$75,000	\$10,000
\$75,001 to \$125,000	\$15,000
\$125,001 to \$175,000	\$20,000
\$175,001 and Above	\$25,000

Incentive payments for will be disbursed as follows:

- 1st payment (one-third) at the time of hire
- 2nd payment (one-third) after the latter of either the employee:
  - Passing probation/trial period, **OR**
  - Completing one year of service in the new job class
- 3rd payment (one-third) upon completion of 2 years of service in the class (series)

Classification	Total Incentive Amount
<b>Alcohol and Other Drug Services (AODS) Counselor I/II</b>	\$15,000
<b>Behavioral Health Clinician Intern/Behavioral Health Clinician</b>	\$15,000
<b>Behavioral Health Clinical Specialist</b>	\$15,000
<b>Behavioral Health Medical Director</b>	\$25,000
<b>Cook</b>	\$10,000
<b>Environmental Health Specialist I/II</b>	\$15,000
<b>Janitor</b>	\$10,000
<b>Licensed Vocational Nurse I/II</b>	\$10,000
<b>Park Ranger I</b>	\$10,000
<b>Physical Therapist I CTP &amp; Physical Therapist II – Children’s Therapy Program</b>	\$15,000
<b>Psychiatric Nurse</b>	\$15,000
<b>Psychiatric Technician</b>	\$10,000

**HIRING INCENTIVE PILOT PROGRAM  
APPENDIX A**

Classification	Total Incentive Amount
Senior Environmental Health Specialist	\$15,000
Staff Nurse I/II	\$15,000

**HIRING INCENTIVE PILOT PROGRAM  
APPENDIX B**

**Paid and/or Sick Leave Advancement**

Paid Leave Advancement only applies to external hires (including Freenames). New hires may receive a lump sum advancement of up to 24 hours of vacation and/or 24 hours of sick leave.

Incumbents who receive Paid Leave Advancement shall accrue their normal vacation and sick leave at a rate in accordance with their respective Memorandum of Understanding.

**Relocation Assistance**

***Inclusions and Exclusions***

Relocation expense assistance of up to \$5,000 to cover reasonable relocation expenses including:

1. Moving of household items and personal effects. If moving self, the following is included: meals and lodging, tolls, and mileage\* for the distance between the old and new residence.
2. Transportation of one personal vehicle.
3. Moving Insurance from origin to destination.
4. Storage of household goods at the destination.
5. Reasonable economy airfare for the relocation of a newly hired employee, spouse/partner, and dependent children.
6. Expenses for the new hire's visit to Sonoma County to secure housing including reasonable: transportation (airfare or mileage\*), meals, and lodging.
7. Temporary housing at destination (rent or lease expenses incurred for the temporary housing of the newly hired employee and their immediate family).

\*\*Mileage reimbursed at current County reimbursement rate.

Some examples of relocation expense assistance not authorized by this policy:

1. Special services such as maid service, carpet service, and assembly/disassembly of unusual articles.
2. Transportation of camping or utility trailers, building materials, firewood, landscape materials, animals, boats, or items not considered to be normal household items.
3. Costs associated with the sale or purchase of residences, or forfeiture of deposit, penalty, etc. because of breaking or terminating a lease/agreement.

***Procedures***

**A. Approval Request Process**

The Department Head completes the Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form and submits to Human Resources Director and County Administrator for approval. This step must be completed prior to entering into an agreement with the new hire.

**B. Agreement with New Hire**

The Hiring Incentive Relocation Expense Assistance Agreement shall be executed by the new hire and the Department Head prior to the new hire's first day of employment and prior to any approval



**HIRING INCENTIVE PILOT PROGRAM  
APPENDIX B**

of expenses. Departments must retain the original copy of the Agreement in the employee's personnel file.

Human Resources recommends that details of the relocation expense assistance and/or paid leave advancement incentives be included in the offer of employment letter and, if applicable, a copy of the executed Hiring Incentive Relocation Expense Assistance and Paid Leave Advancement Authorization Form to be attached.

C. Relocation Expense Assistance Processing

1. Within 60 days of the date expenses are incurred, and after the employee has begun working for the County, the employee must submit a [Relocation Expense Assistance Reimbursement Form](#) and applicable receipts to their department payroll clerk.
2. The department should submit the completed Relocation Expense Assistance Reimbursement Form and receipts with copies of the approved Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form and executed Relocation Expense Assistance Agreement to Auditor Payroll Division for processing.

D. Documents

The following documents used in conjunction with this policy are located:

- a. Human Resources Department, Hiring Process SharePoint site:
  - i. Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form
  - ii. Hiring Incentive Relocation Expense Assistance Agreement
- b. Auditor-Controller Payroll Division's Internet site:
  - i. [Relocation Expense Assistance Reimbursement Form](#)

## **HIRING INCENTIVE SIGNING BONUS AGREEMENT FOR CIVIL SERVICE/OFFICIAL JOB CLASSIFICATION TITLE**

This Hiring Incentive Agreement (“Agreement”) is made between the COUNTY OF SONOMA (“County”), acting through the **Department**, and **insert name of employee** (“Employee”), in accordance with the Hiring Incentive Pilot Program. The “County” includes classified departments of the County of Sonoma, and the separate legal entities of the Sonoma County Agricultural Preservation and Open Space District, the Northern Sonoma County Air Pollution Control District, the Sonoma County Community Development Commission, the Sonoma County Employees’ Retirement Association, the Sonoma County Fair and Exposition, Inc., and the Sonoma County Water Agency.

WHEREAS, Employee begins employment as a newly hired **Civil Service/Official Job Classification Title** employee in the **Department** who meets the County requirements of that job position;

WHEREAS, the County wishes to bestow upon Employee a signing bonus (“signing bonus”) to accept employment at County and remain satisfactorily employed in the **Department** as a **Civil Service/Official Job Classification Title** for at least three full years;

WHEREFORE, County and Employee agree to the following terms:

1. The **Department** agrees to bestow upon Employee the amount of **\$X,XXX.XX** as a signing bonus following Employee’s acceptance of the County’s offer of employment, and execution of this Agreement, and commencement of employment. This amount shall be paid directly to Employee on Employee’s paycheck as follows:

- One-third (1/3), **\$X,XXX.XX**, paid in Employee’s first payroll check upon hire; and
- One-third (1/3), **\$X,XXX.XX**, paid in Employee’s payroll check for the first full pay period after the latter of either Employee’s successful completion of the probationary period/trial period OR completing one year of service; and
- One-third (1/3), **\$X,XXX.XX**, paid in Employee’s payroll check for the first full pay period following the successful completion of the second year of service.

2. The County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the signing bonus, and the signing bonus shall be reported to the Internal Revenue Service as income on the Employee’s Form W-2. Unless otherwise required by law, the signing bonus is not considered “salary” and shall not be included for purposes of retirement benefit calculations or salary increases.

3. Employee understands that satisfactory performance and all required training, probationary, and work requirements at each phase of Article 1 must be maintained and completed to qualify for future installment payments. Failure to meet all such requirements will result in the forfeiture of future payments.

4. In consideration for the signing bonus provided in Article 1 of this Agreement, Employee agrees to remain employed with the **Department** as a **Civil Service/Official Job**

**Classification Title** on an allocated **full-time/part-time** basis for at least three full years beginning on **insert hire date** and ending on **insert date three (3) years from the date of hire**. Should Employee voluntarily fail to remain employed with the **Department** as a **Civil Service/Official Job Classification Title** before the above-referenced ending date, (excluding termination due to reasons beyond employee's control such as death or disability), Employee shall be required to repay, and hereby agrees to repay 50% of the last installment payment they received within the previous year (365 days) (without reduction for any taxes that were withheld from said sum), and shall forfeit eligibility for and the right to receive the remainder of any future installment payments provided in Article 1. In the event the Employee leaves the position for which they are receiving the hiring incentive, they shall not be required to repay the last installment received so long as they remain employed by the County for duration of the repayment period.

5. Employee's voluntary failure to remain employed by the **Department** as a **Civil Service/Official Job Classification Title** for three years, or the termination of Employee's employment as a result of receiving a disciplinary Order of Termination, will trigger Employee's duty to repay the amount of the signing bonus pursuant to Article 4 of this Agreement and shall result in a forfeiture of the right to receive the remainder of any future installment payments provided in Article 1. (This amount may be more than the Employee received due to tax or other withholdings.) Employee agrees to repay the County all sums owed under Article 4 of this Agreement within thirty (30) days of termination of their employment. Employee agrees to remit such payment by personal check or money order made payable to "County of Sonoma" and delivered to the County's Human Resources Department at 575 Administration Drive, Room 116 B, Santa Rosa, CA 95403.

6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs, fees, and necessary disbursements, including, but not limited to attorneys and/or collection agency fees, incurred in enforcing this Agreement, as well as interest at the maximum legal rate on the amount owed.

7. Employee understands that all terms and conditions of employment remain unchanged by this Agreement and that this Agreement in no way guarantees Employee any right to continued employment. Employee understands that as a **Department** employee, Employee is bound by all County rules and procedures, **Bargaining Unit** Memorandum of Understanding (MOU), and **Department** Policy and Procedures that relate to **Department** personnel, which are in effect during employment with the County. Employee also understands that retirement and other benefits Employee may be eligible for will be determined by any such policies and MOUs, in addition to any applicable legal statutes or ordinances, that are in effect at the time Employee becomes eligible for such benefits. Employee recognizes that this agreement has no effect on the authority of the Department Head to invoke disciplinary actions against the Employee.

8. Employee acknowledges that he/she/they: a) has fully read this Agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently and voluntarily.

9. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that he/she/they will be held to any applicable and enforceable repayment of the signing bonus.

10. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to such matters. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For such purposes, an executed email or facsimile copy shall be deemed an original. This agreement is governed by the laws of the state of California and is enforceable in the jurisdiction of Sonoma County.

BY SIGNING BELOW, Employee knowingly and willingly agrees to be bound by the above terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head or Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate or Employee Signature

**COUNTY OF SONOMA**  
**HIRING INCENTIVE RELOCATION EXPENSE ASSISTANCE AGREEMENT**

This is an agreement between the County of Sonoma and \_\_\_\_\_.

The County of Sonoma agrees to reimburse certain relocation expenses, up to a maximum of \$ \_\_\_\_\_, that you incur as a result of your relocation.

Terms of Agreement:

1. Relocated employee will be reimbursed up to \$ \_\_\_\_\_ for pre-authorized reasonable and actual expenses associated with the relocation including:
  - a. Moving of household items and personal effects\*
  - b. Transportation of one personal vehicle
  - c. Moving insurance from origin to destination
  - d. Storage of household goods at the destination
  - e. Reasonable economy airfare for the relocation of the newly hired employee, spouse/partner, and dependent children
  - f. Expenses for the new hire's visit to Sonoma County to secure housing including reasonable: transportation (airfare or mileage\*\*), meals, and lodging.
  - g. Temporary housing at destination (rent or lease expenses incurred for the temporary housing of the newly hired employee and his/her immediate family)

*\*if moving self, the following is included: candidate/employee meals, lodging, tolls, and mileage\*\* for the distance between old and new residence*

*\*\* mileage reimbursed at the current County reimbursement rate*

The County shall have no responsibility or liability for any goods damaged as a result of relocation.

2. Relocated employee will be responsible for all expenses related to relocating to the new job location that is not pre-authorized by the County, for which there is no supporting documentation/receipts, and/or that exceed the amount authorized by this agreement.
3. Relocated employee must meet the following criteria to be eligible for reimbursement:
  - a. The new hire must not be a current Sonoma County employee.
  - b. The distance between the new hire's old residence and their new place of work must be at least 50 miles greater than the distance between the old residence and the old place of work.
  - c. The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance in the counties immediately adjacent to Sonoma County.
4. By executing this Agreement, relocated employee agrees to repay 100% of the relocation expense assistance if the employee voluntarily terminates employment within one year (12 months) from the date of hire or appointment and 50% of the relocation expense assistance if the resignation occurs following one year from the date of hire or

appointment into the position, but prior to completion of the second year:

- a. If the employee is terminated from employment for any reason other than pursuant to a disciplinary Order of Termination, no repayment will be required; if the employee is terminated for cause pursuant to a disciplinary Order of Termination pursuant to in Civil Service Rule 10, Section 10.3, prompt repayment will be required according to item 4 above.
  - b. The County of Sonoma shall not reimburse for any relocation expenses that were not pre-approved by the County.
  - c. The parties agree that the employee reimbursement as described above shall be repaid to the County of Sonoma within 30 days of separation or the County will pursue alternate collection methods.
  - d. In the event the County is required to seek legal or other process to enforce any of its rights hereunder, the Employee agrees to pay the County's collection costs and expenses including, without limitation, reasonable attorney's fees and court costs, as well as interest at the maximum legal rate on the amount owed.
5. Relocated employee shall complete the Relocation Expense Assistance Reimbursement Request Form within 60 days of the date expenses are incurred. Employee will submit the completed form and applicable receipts to their department payroll clerk for processing.
  6. Relocation expense assistance will be taxed in accordance with applicable federal and state tax requirements at the time expenses are reimbursed. The County will conform with tax changes as necessary to accurately report the employee's annual taxable income on their W2. All relocation expense assistance reimbursements made by the County of Sonoma will be included as income and paid to the employee via their regular paycheck with applicable payroll tax deductions applied. Candidates/employees are encouraged to check with a tax professional if they have any questions about taxation of relocation expense assistance. Employee is ultimately responsible for all required taxes associated with the reimbursement of relocation expenses, and agrees to indemnify, defend and hold harmless the County in the event the Internal Revenue Service, California Franchise Tax Board, or any other taxing authority assesses any taxes, excise taxes, penalties or interest against the Employee or the County as a result of the payment to Employee of relocation expenses hereunder.

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.

The parties have agreed to the above-listed terms and conditions set forth in this agreement.

BY SIGNING BELOW, Candidate/Relocated Employee knowingly and willingly agrees to be bound by the above terms and conditions

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Department Head/Designee

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Date

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Accepted and agreed to by (Candidate/Relocated Employee)

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Date