

AMENDMENT No. 2 TO HAYWARD CITY MANAGER EMPLOYMENT AGREEMENT

THIS AMENDMENT No. 2 to the HAYWARD CITY MANAGER EMPLOYMENT AGREEMENT with Jayanti Addleman, dated for convenience November \_\_\_\_, 2025 (the "Amendment"), is entered into between JAYANTI ADDLEMAN, an individual (hereinafter "Employee") and the CITY OF HAYWARD, a municipal corporation of the State of California (hereinafter "Employer").

RECITALS:

WHEREAS, on June 17, 2025 the City Council appointed Employee to serve as Interim City Manager effective July 1, 2025; and

WHEREAS, Employer and Employee, (collectively "the Parties") entered into a HAYWARD CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter "the Original Agreement") dated for convenience June 25, 2025; and

WHEREAS, the Parties executed an AMENDMENT to the Original Agreement (hereinafter "Amendment No. 1") to correctly reflect a \$385,008 base salary consistent with the City's adopted salary schedule for the City Manager position; and

WHEREAS, the Parties wish to further amend the Original Agreement as it relates to the term and other benefits.

NOW, THEREFORE, in consideration of the covenants, conditions and terms hereinafter set forth, Employer and Employee do hereby agree to the following modifications to the Original Agreement.

That section or part in said Original Agreement entitled "Section 1 Term" is hereby amended to read as follows:

**Section 1 Term**

This Agreement shall continue in effect until the new permanent City Manager takes office on December 8, 2025, at which time Employee shall return to Employee's Prior Position as Library Services Director, unless Employee resigns or Employee is removed or terminated earlier by the City Council pursuant to Section 5 of this Agreement.

That section or part in said Original Agreement entitled "Section 4 Health, Disability, Life Insurance, and Other Benefits" is hereby amended to read as follows:

**Section 4 Health, Disability, Life Insurance, and Other Benefits**

Employee shall continue to receive the same benefits as received in Employee's Prior Position and as provided under Employee's Existing Employment Agreement.

There will be no change in medical, dental, vision, disability or life insurance; annual leave accrual; management leave entitlement; retirement formula and percentage contribution; deferred compensation; personal equipment stipend; health and wellness stipend; automobile allowance, or any other benefits to which Employee is entitled in Employee's Prior Position during this interim appointment, other than as specifically set forth as follows:

- Upon return to Employee's Prior Position, Employee will be awarded 124 hours of management leave which must be taken by no later than December 31, 2025. The intent of this management leave allotment is to allow Employee the opportunity to take leave on a paid status through December 31, 2025.
- Upon return to Employee's Prior Position, Employee will receive a single PERS ineligible payment in the amount of \$8,085.60 to account for the differential in base salary between the Employee's Prior Position and the base salary of \$385,008 specified in this agreement which Employee would have received through December 31, 2025.

In addition to the benefits set forth herein, all actions taken by the City Council relating to benefits for Unrepresented Management Employees shall be considered actions granting the same level of benefits to Employee, unless mutually agreed otherwise between Employer and Employee.

All other provisions of the Original Agreement, not expressly changed hereby, remain the same and in full force and effect.

Employer agrees that provision of 124 hours of management leave by Employer to Employee is a material inducement and consideration for this Amendment No. 2.

Employee agrees as a further consideration and inducement for this Amendment No. 2 to expressly release all claims against Employer, whether known or unknown, related to the Original Agreement and any amendments thereto, and releases, waives and relinquishes the rights created under California Civil Code Section 1542 which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This Amendment contains the entire agreement of the parties and all negotiations and agreements between the parties herein or their agents with respect to this Amendment No. 2 are hereby declared to be merged in this agreement.

The Amendment set forth herein shall be effective upon execution by the Parties.

