

**EMPLOYMENT AGREEMENT OF ROGER TINKLENBERG AS  
CITY MANAGER FOR THE CITY OF COMMERCE CITY, COLORADO**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of May 3, 2021 (“Effective Date”), by and between Roger Tinklenberg (“Mr. Tinklenberg”) and the City of Commerce City, Colorado (“Commerce City”).

WHEREAS, the City Council of Commerce City desires to employ and retain the services of Mr. Tinklenberg as City Manager for Commerce City, to provide Mr. Tinklenberg inducement to accept and remain in such position, to obtain full work productivity by assuring Mr. Tinklenberg’s morale and peace of mind with respect to future security, to ensure consistency in the office of City Manager and the organization, and to compensate Mr. Tinklenberg for the full and complete discharge of his duties and functions as City Manager for Commerce City; and

WHEREAS, Mr. Tinklenberg desires to accept the appointment and employment as the City Manager for Commerce City and hopes to remain, although as an at-will employee, in the position until May 3, 2024, subject to the terms of this Agreement, with a possibility of continuing his employment thereafter in service of Commerce City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, Mr. Tinklenberg and Commerce City agree as follows:

**1. Employment, Duties, Requirements, and Evaluation.**

**a. Appointment.** As of the Effective Date, Mr. Tinklenberg is appointed as City Manager of Commerce City for an indefinite period as an employee at will subject to the terms and conditions of this Agreement, notwithstanding any statement of expectations of a period of service contained in this Agreement. Mr. Tinklenberg’s continued appointment and retention as City Manager shall be subject to the terms of this Agreement and Section 7.3 of the Charter.

**b. Duties.** Mr. Tinklenberg is employed as City Manager in a fulltime capacity, including a great deal of time outside normal business hours, and as such Mr. Tinklenberg is the Chief Executive Officer of Commerce City with the duties and functions specified in the Charter of Commerce City and elsewhere and as legally specified and assigned by the City Council. Mr. Tinklenberg acknowledges the proper performance of the City Manager’s duties require him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Mr. Tinklenberg will devote such additional time as is necessary for the full and proper performance of the City Manager’s duties. Mr. Tinklenberg is provided the compensation and benefits provided in this Agreement for the performance of such services.

**c. Performance Review.** The City Council shall review the performance of Mr. Tinklenberg twice annually, one of which shall be a formal evaluation facilitated by a third party. The City Council may discuss Mr. Tinklenberg’s performance at any time the City Council deems appropriate. The City Council shall advise and inform Mr. Tinklenberg as to the City Council’s

opinion and expectations regarding his performance as City Manager based upon specific objectives set out annually and aligned to City Council goals.

**d. Residence.** Mr. Tinklenberg shall become and continue to be a resident of Commerce City during the term of his appointment as follows: (a) by becoming a resident of Commerce City within six (6) months after the Effective Date; or (b) by entering into a contract to purchase or construct a residence in the City within six (6) months of the Effective Date and becoming a resident of Commerce City within twelve (12) months of the Effective Date, subject to reasonable extension for construction delays not to exceed three (3) months.

**e. Limitation on Professional Activities.** Mr. Tinklenberg shall not engage in any non-City employment activities for compensation without the express consent of the City Council. Notwithstanding the foregoing, Mr. Tinklenberg may perform volunteer community services and engage in compensated teaching, writing, speaking, or consulting activities on Mr. Tinklenberg's own time so long as such services must not create, or tend to create, a disqualifying conflict of interest, impair Mr. Tinklenberg's ability to fully perform his duties for Commerce City, or be contrary to Commerce City's interests. The parties intend that Mr. Tinklenberg's appointment is for fulltime employment. Participation in professional organizations and voluntary programs are encouraged provided they are consistent with the responsibilities of the City Manager for Commerce City.

**f. Application of Employee Policies.** Except to the extent inconsistent with this Agreement or the duties and functions of the position of City Manager, Mr. Tinklenberg's employment shall be governed by the Commerce City Employee Policies and applicable Council Policies not inconsistent with this Agreement.

## **2. Compensation and Other Benefits.**

**a. Salary.** Commerce City will pay Mr. Tinklenberg an annual base salary of \$230,000.00 while serving as City Manager, subject to increase ("Annual Base Salary"): (i) annually in the percentage of any cost of living adjustment provided to Deputy City Managers as a result of Commerce City's annual compensation market survey, provided such increase shall be reported to the City Council thirty (30) days before it takes effect; and (ii) as determined by the City Council, in its discretion. Adjustment of the Annual Base Salary shall not require an amendment to this Agreement but may be established by a motion approved by the City Council and Mr. Tinklenberg's continued service. Payment of the Annual Base Salary under this Agreement shall be made in installments on the same schedule as other Commerce City employees, except the first and last installment shall be prorated based on the actual start date, which shall be the Effective Date, and the date on which Mr. Tinklenberg ceases to be City Manager. Commerce City will not reduce the Annual Base Salary or other financial benefits, as originally established or increased pursuant to this Agreement, in a greater percentage than contemporaneous across-the-board reductions for all fulltime, non-bargaining unit employees of Commerce City.

### **b. Severance Pay & Continuing Health Benefits.**

- i. *Limited Authorization.* As authorized by Section 7.2(c) of the City Charter, Commerce City will provide Severance Pay and Continuing Health Benefits, as defined below, to Mr. Tinklenberg only if this obligation is not excused, as detailed below, and one of the following occurs causing Mr. Tinklenberg's employment and appointment to end before May 4, 2024:
  - (A) the City Council terminates Mr. Tinklenberg without Cause, as defined below;
  - (B) Mr. Tinklenberg resigns after a proposal or request from the City Council that he do so before May 4, 2024, except if such proposal or request is made as an alternative to termination for Cause;
  - (C) Mr. Tinklenberg resigns without a proposal or request from the City Council that he do so with an effective date of May 4, 2024, or later, and the City Council accepts his resignation effective at a date before May 4, 2024;
  - (D) Mr. Tinklenberg resigns following the failure of Commerce City to cure a material breach of this Agreement, as detailed below, and an arbitrator's decision finding that Commerce City materially breached this Agreement as claimed by Mr. Tinklenberg and failed to cure such breach within the time provided by this Agreement.
- ii. *Severance Pay Defined.* Severance Pay will be calculated as Mr. Tinklenberg's then-current rate of Annual Base Salary prorated for the number of months identified for Severance Pay, based on the date of the termination of employment and appointment, in Exhibit A, which is incorporated by reference. Severance Pay is based solely on the Annual Base Salary and shall not include any or other amounts. Severance Pay will be paid monthly unless otherwise agreed to by Commerce City and Mr. Tinklenberg, and shall be reduced by all taxes and other withholdings required by law, and by any additional salary earned by Mr. Tinklenberg from primary employment during the period for which Severance Pay is to be made.
- iii. *Continuing Health Benefits Defined.* Continuing Health Benefits will be all premiums necessary for Mr. Tinklenberg to maintain family health, vision, and dental insurance coverage, to the same extent provided during his appointment, through COBRA or other applicable laws or regulations providing for continuation coverage following the termination of his employment for the number of months identified for Continuing Health Benefits, based on the date of the termination of employment and appointment in Exhibit A.
- iv. *Conditions Excusing Performance.* Commerce City will be excused from its obligation to provide Severance Pay and Continuing Health Benefits, and Mr. Tinklenberg shall not be entitled to receive Severance Pay or Continuing Health Benefits, unless this agreement is amended, if any of the following occurs:

- (A) Mr. Tinklenberg's employment and appointment ends for any reason after May 3, 2024;
- (B) the City Council terminates Mr. Tinklenberg for Cause, as defined below;
- (C) Except as provided in Section 2(b)(i)(B-C), Mr. Tinklenberg resigns for any reason with an intended effective date before May 4, 2024, without a proposal or request from the City Council that he do so, even if the City Council accepts his resignation before the intended effective date; or
- (D) at the time of termination or resignation, Mr. Tinklenberg has been indicted for or convicted (including any plea of guilty or no contest) of any felony, any federal or state crime involving moral turpitude or dishonesty, or any crime committed while acting in the course of Mr. Tinklenberg's official duties as City Manager.

**c. Deferred Compensation.** Commerce City shall continue to pay as deferred compensation an amount equal to the amount paid by Mr. Tinklenberg to the 401 Deferred Compensation Plan of Commerce City applicable to fulltime executive employees up to a maximum of eight percent (8%) of the annual base salary. In addition, Mr. Tinklenberg shall be entitled to participate in the 457 Deferred Compensation Plan of Commerce City, with Commerce City's contribution as provided by that plan, which is a voluntary contribution plan subject to limitations of the Internal Revenue Service.

**d. Insurance Benefits.** Commerce City shall continue to provide and pay that portion of the premiums for health, dental, vision, and term life insurance for Mr. Tinklenberg and his dependents equal to that which is provided to other fulltime, non-bargaining unit employees of Commerce City.

**e. Vehicle.** Commerce City shall provide Mr. Tinklenberg with a mutually agreed upon vehicle, not inconsistent with other vehicles provided for Commerce City's official purposes, which may either be leased or purchased by Commerce City, in Commerce City's discretion. Commerce City shall provide the fuel, maintenance, repair and insurance for said vehicle. Mr. Tinklenberg may use said vehicle for business and/or personal use except the City shall only pay for costs of fuel for the vehicle used for personal use in the State of Colorado. This vehicle may be replaced from time to time as provided by Commerce City policies for vehicle replacement.

**f. Leave.** General Leave and other leave shall be available to, and taken by, Mr. Tinklenberg in accordance with Commerce City's published General Leave policies applicable to all non-bargaining unit employees for employees with the maximum years of service. General Leave shall constitute accrued compensation and, upon termination of Mr. Tinklenberg's employment with Commerce City for any reason, with or without cause, Mr. Tinklenberg shall be entitled to payment for all accrued, but unused, General Leave in accordance with Commerce City's published General Leave policies applicable to all non-bargaining unit employees. Any

General Leave accrued to Mr. Tinklenberg as of the Effective Date shall remain unaffected by this Agreement.

**g. Other Benefits.** Mr. Tinklenberg shall continue to be entitled to any other benefits that are provided by Commerce City to other fulltime executive employees. Commerce City will reimburse Mr. Tinklenberg for non-personal expenses related to Commerce City business in accordance with the City's policies (excluding vehicle and mileage expenses except as provided by this Agreement).

**h. Facilities.** Commerce City shall furnish office facilities and assistance for Mr. Tinklenberg as Commerce City reasonably deems appropriate for the performance of Mr. Tinklenberg's duties. Commerce City shall also furnish standard office technology (e.g., computer, monitor, webcam, and other standard peripherals) for use by Mr. Tinklenberg for remote work purposes, when appropriate.

**i. Professional Development & Community Involvement.** Commerce City shall pay reasonable costs, including registration fees, membership fees, and travel costs, of membership and participation in professional development activities considered consistent with Mr. Tinklenberg's employment (including without limitation annual conferences of the Colorado Municipal League, membership and attendance at meetings and conferences of the Colorado City Managers Association and the International City Manager's Association). Commerce City will pay reasonable costs of membership for Mr. Tinklenberg in local civic organizations and participation in community activities at which he will represent the interests of Commerce City.

**3. Termination.** This Agreement and Mr. Tinklenberg's employment and appointment as City Manager may be terminated only as provided herein. This section is intended to be consistent with Section 7.3(b) of the City Charter.

**a. Termination by Commerce City.**

- i. Termination.* Commerce City may terminate this Agreement and the employment and appointment of Mr. Tinklenberg as City Manager with or without Cause, as defined below, upon the majority vote of the entire City Council in office at the time the vote is taken to do so, which vote shall be held at a duly authorized regular or special meeting.
- ii. Cause Defined.* For purposes of this Agreement, Cause shall be:
  - (A) any willful, knowing, or grossly negligent breach, disregard, or habitual neglect of any provision of this Agreement;
  - (B) any willful, knowing, or grossly negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by Mr. Tinklenberg under this Agreement or under the Charter and ordinances of Commerce City and/or the laws of the United States or the State of Colorado;

- (C) Mr. Tinklenberg's conviction of or plea of guilty or no contest to a felony or of a crime involving moral turpitude or dishonesty under any federal or state law;
- (D) any willful, knowing, or grossly negligent misapplication or misuse, direct or indirect, by Mr. Tinklenberg or at his direction of public or other funds or other property, real, personal, or mixed, owned by or entrusted to Commerce City, any related district or authority of Commerce City, or Mr. Tinklenberg in his official capacity;
- (E) habitual violations of the traffic laws, whether or not related to Mr. Tinklenberg's employment;
- (F) excessive use of alcohol or drugs which renders Mr. Tinklenberg unfit or unable to perform his duties; or
- (G) Mr. Tinklenberg's failure to obtain and maintain residency in Commerce City during his appointment except as provided by this Agreement.

*iii. Process.*

- (A) If Commerce City intends to consider termination of Mr. Tinklenberg's employment for Cause, Commerce City, with approval of the same majority of the City Council required for termination, shall give Mr. Tinklenberg written notice at least stating the matters constituting the basis for termination for Cause at least thirteen (13) days before the City Council will act on the question of termination. Mr. Tinklenberg may either: (I) construe the notice as a proposal or request that he resign as an alternative to termination for Cause and resign without being entitled to receive Severance Pay or Continuing Health Benefits; or (II) respond to the notice in writing within thirteen (13) days.
- (B) If Mr. Tinklenberg responds to the notice within the time provided herein and Commerce City thereafter determines to terminate Mr. Tinklenberg for Cause, Mr. Tinklenberg shall be deemed terminated for Cause as of the date of Commerce City's determination and the dispute shall be submitted to binding arbitration in accordance with Section 6, below. Commerce City shall be responsible for the arbitrator's fees, compensation, and expenses, but not for Mr. Tinklenberg's attorney's fees or other costs. The parties may agree at any time to negotiate resolution of the dispute.
- (C) If Mr. Tinklenberg does not respond or resign within thirteen (13) days of the written notice, Commerce City may terminate Mr. Tinklenberg for Cause and its decision shall be final and not subject to appeal or review.
- (D) If the arbitrator's decision determines that none of the reasons for Cause for Mr. Tinklenberg's termination, as detailed in Commerce City's initial notice, existed, Mr. Tinklenberg shall be deemed to have been terminated without

Cause effective the date of Commerce City's determination and he shall be entitled to Severance Pay and Continuing Health Benefits payable from the date of Commerce City's determination.

(E) Termination without Cause shall be at the discretion of the City Council, consistent with the Charter, and shall not be subject to arbitration.

iv. *Administrative Leave.* Commerce City, by a vote of the same majority of the City Council required for termination, may place Mr. Tinklenberg on paid administrative leave and appoint an Acting City Manager pending Commerce City's review of Mr. Tinklenberg's performance or consideration of termination for Cause without being in breach of this Agreement or entitling Mr. Tinklenberg to resign and receive Severance Pay or Continuing Health Benefits. Notwithstanding the foregoing, Mr. Tinklenberg may construe such action as being a proposal or request that he resign as an alternative to termination for Cause and may resign without being entitled to receive Severance Pay or Continuing Health Benefits.

**b. Termination by Mr. Tinklenberg.**

i. *Termination with Prior Notice.* Mr. Tinklenberg may terminate this Agreement and resign his position as City Manager without Commerce City's proposal or request to do so, provided Mr. Tinklenberg shall provide a minimum of sixty (60) days written notice. A majority of the entire City Council in office at the time the vote is taken may waive or reduce the requirement of notice this requirement before or after written notice is given and, in such event, the resignation shall be effective immediately or upon a date determined by the City Council and shall not be deemed a termination for Cause. Upon the effective date of resignation, Mr. Tinklenberg shall be entitled to no further compensation or benefits, including Severance, as defined below under this Agreement.

ii. *Termination without Notice.* Mr. Tinklenberg may terminate this Agreement and resign his employment, without prior notice, in the following circumstances:

(A) by resigning following a proposal or request from the City Council that he resign;

(B) if Commerce City, the citizens of Commerce City, the Colorado General Assembly, or the citizens of the State of Colorado act to amend any provisions of the City Charter, City ordinances, or appropriate enabling legislation so as to fundamentally alter the role, powers, duties, authority, or responsibilities of the City Manager or the form of government of Commerce City; or

(C) If Commerce City has failed to cure an alleged material breach of this Agreement within ninety (90) days of Commerce City's receipt of written notice from Mr. Tinklenberg claiming that a material breach by Commerce City exists.

**4. Compliance with Law.** Commerce City and Mr. Tinklenberg intend to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado including, in particular, subsection 4(b). Therefore, the parties agree that this Agreement and all obligations of the City hereunder is subject to an annual appropriation of funds by the City Council and that the failure to make such appropriation will be deemed a termination without Cause, unless such action is the result of a prior termination for Cause in accordance with this Agreement.

**5. Liability.**

**a. Bonding.** Commerce City shall bear the full cost of any fidelity or other bonds required for Mr. Tinklenberg under any law or ordinance.

**b. Indemnification.** In conjunction with the liability insurance policy provided by Commerce City, Commerce City shall defend, save harmless and indemnify Mr. Tinklenberg against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney's fees and any other liabilities incurred by, imposed upon or suffered by Mr. Tinklenberg in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of an alleged act or omission in the performance of Mr. Tinklenberg's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of duties or responsibilities on behalf of Commerce City unless the act or omission involves willful or wanton conduct or intentional misconduct.

**c. Legal Representation.** When Mr. Tinklenberg is party to litigation based upon his relationship to Commerce City, and in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of employment with Commerce City, Commerce City will provide legal representation at Commerce City's expense. Legal representation provided by Commerce City for Mr. Tinklenberg shall extend until a final determination of the legal action, including any appeals brought by either party, even if the litigation continues or commences after the end of Mr. Tinklenberg's employment and appointment as City Manager. In addition, if Commerce City fails to assume the defense of Mr. Tinklenberg as contemplated at C.R.S. 24-10-110, or if Commerce City refuses to appoint appropriate special counsel in the event of a conflict of interest with the City Attorney or the attorney retained to represent Commerce City, Mr. Tinklenberg shall have the right to select his own counsel to represent him in any such litigation and the reasonable fees and costs of such representation shall be paid by the City, provided Mr. Tinklenberg shall reimburse Commerce City for reasonable attorney fees and costs incurred in the event that the court determines that the injuries do not arise out of an act or omission of Mr. Tinklenberg occurring in the course and scope of his with Commerce City or that the act or omission was willful and wanton as contemplated at C.R.S. 24-10-110. Commerce City will not be held responsible for any legal fees or costs of Mr. Tinklenberg during an Appeal of his dismissal from employment by City Council or any dispute over this Agreement.

**6. Arbitration.**

**a. Arbitration Required.** Except as provided in subsection (e), below, any controversy or claim between the parties arising out of or relating to this Agreement or the breach thereof, or arising out of or relating to Mr. Tinklenberg's employment or the termination thereof, including



but not limited to claims of employment discrimination based on federal or state law, which controversy or claim cannot be resolved among the parties, shall, pursuant to Section 3(a), above, or on the written request of either party served on the other within the applicable statute of limitations, be submitted and resolved by final and binding arbitration in a manner consistent with federal and state law. Arbitration pursuant to this section is mandatory and will be the exclusive means of resolving all controversies or claims whether founded in fact or law. THE PARTIES WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO HAVE ANY CONTROVERSY OR CLAIM COVERED BY THIS SECTION DECIDED IN A COURT OF LAW OR BY A JURY IN A COURT PROCEEDING.

**b. Arbitrator.** Arbitration shall be submitted to and conducted by JAMS Denver or its successor pursuant to its Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness, except as modified by the arbitrator to comply with federal or state law. Except as provided in Section 3, each party will bear its pro rata share of arbitrator’s fees, compensation, and expenses and will bear their own attorney fees and other costs associated with the arbitration.

**c. Procedure.** Each party may be represented by counsel. The arbitration hearing will be held within thirty (30) days of appointment of the arbitrator unless otherwise agreed by both parties. Each party shall be entitled to discovery providing them access to documents and witnesses that are essential to the dispute, as determined by the arbitrator. The Colorado Rules of Evidence shall not apply unless otherwise agreed by the parties, although the arbitrator shall have discretion to determine whether any proffered evidence is sufficiently reliable and probative to be admitted.

**d. Decision.** The decision of the arbitrator shall be final and absolute. The decision will be in writing and will include essential findings and conclusions upon which the award is based. The decision of the arbitrator will be a public record subject to inspection, except to the extent it or any portion of it is prohibited from disclosure by the Colorado Open Records Act. The decision of the arbitrator may be entered as a judgment in any court in the State of Colorado or elsewhere.

**e. Limitation.** This provision shall not be construed to require the arbitration of any workers compensation, unemployment compensation, or other claim that cannot be subject to mandatory arbitration or to prohibit Mr. Tinklenberg from filing or cooperating in the investigation of any claim with a government agency.

**7. Notices.**

If to Commerce City:

City Attorney  
City of Commerce City  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

If to Mr. Tinklenberg

Roger Tinklenberg  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

**8. Entire Agreement.** This Agreement constitutes the entire agreement of the parties as to the subject matter of the Agreement and may not be changed orally but only by written agreement signed by both parties for any waiver, change, modification, or extension.

**9. Binding Effect.** This Agreement shall be binding upon Commerce City and Mr. Tinklenberg and, as applicable, upon their heirs, personal representatives, successors, and authorized assigns.

**10. Assignment.** The rights and obligations of this Agreement are personal in nature and shall not be assigned or otherwise conveyed without the prior written consent of both parties.

**11. No Third-Party Beneficiary.** The parties expressly understand and agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Commerce City and Mr. Tinklenberg, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person to this Agreement. Commerce City and Mr. Tinklenberg expressly intend that any person other than Commerce City or Mr. Tinklenberg receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**12. Severability.** The validity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties shall negotiate and diligently seek to reach agreement regarding the parties' intent concerning any such invalid provision. Accordingly, if any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

IN WITNESS WHEREOF, as of the Effective Date, the City of Commerce City, Colorado has caused this Employment Agreement to be signed by its Mayor, attested by its City Clerk and impressed with its corporate seal, all as duly authorized by its City Council, and Roger Tinklenberg has affixed his signature to this Employment Agreement.

CITY OF COMMERCE CITY

ROGER TINKLENBERG

\_\_\_\_\_  
Benjamin A. Huseman, Mayor

\_\_\_\_\_  
Roger Tinklenberg

ATTEST:

\_\_\_\_\_  
Dylan A. Gibson, City Clerk

Approved as to form:

\_\_\_\_\_  
Robert D. Sheesley, City Attorney

**EXHIBIT A TO EMPLOYMENT AGREEMENT OF ROGER TINKLENBERG  
SEVERANCE SCHEDULE**

Year of City Manager Service	Calendar Year	Termination Prior to the End of Date	Severance Pay (Months)	Continuing Health Benefits (Months)
Year 1	2021	May	24	9
		June	23	9
		July	22	9
		August	21	9
		September	20	9
		October	19	9
		November	18	9
		December	17	9
	2022	January	16	9
		February	15	9
		March	14	9
		April	13	9
		Year 2	May	12
June	11	9		
July	10	9		
August	9	9		
September	8	9		
October	7	9		
November	6	9		
December	6	9		
2023	January	6	9	
	February	6	9	
	March	6	9	
	April	6	9	
	Year 3	May	6	9
June	6	9		
July	6	9		
August	6	9		
September	6	8		
October	6	7		
November	6	6		
December	5	5		
2024	January	4	4	
	February	3	3	
	March	2	2	
	April	1	1	
	Year 4*	May 3	1	1
	May 4 & after*	0*	0*	

\*Continuation of employment after May 3, 2024 shall be at-will, without Severance, and subject to further agreement of the parties.