MEETING OF THE ADMINISTRATIVE COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA. 90712
10:30 AM, WEDNESDAY, JULY 25, 2018

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information” or "For discussion” may also be the subject of an "action” taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF QUORUM

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. APPROVE MINUTES OF JUNE 27, 2018 SPECIAL MEETING OF THE ADMINISTRATIVE COMMITTEE
   Staff Recommendation: The Administrative Committee will approve minutes as submitted.

4. DISCUSS DRAFT WRD STANDARD OPERATING MANUAL TABLE OF CONTENTS
   Staff Recommendation: For discussion and possible action.

5. APPROVAL OF WRD EMPLOYEE HANDBOOK
   Staff Recommendation: The Committee will receive and file report.

6. APPROVAL OF WRD PROCUREMENT MANUAL
   Staff Recommendation: For discussion and possible action.

7. UPDATE ON CLASS AND COMPENSATION STUDY
   Staff Recommendation: The Committee will receive and file report.

8. WRD PORTAL DEVELOPMENT UPDATE
   Staff Recommendation: For discussion and possible action.

9. DISCUSSION ON DESIGNATION OF A BOARD DEPUTY SECRETARY AND DEFINITION OF DUTIES
   Staff Recommendation: For discussion and possible action.

10. DISCUSS ASSOCIATION OF CALIFORNIA WATER ASSOCIATIONS-JOINT POWERS INSURANCE AUTHORITY (JPIA) WELLNESS GRANT
SUBMISSION

Staff Recommendation: For discussion only.

11. DEPARTMENT REPORT

Staff Recommendation: For discussion only.

12. ADJOURNMENT – The Administrative Committee will adjourn to the next meeting scheduled for August 22, 2018 at 10:30 a.m.

Agenda posted by BRANDON MIMS, on 07/20/2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District’s website, www.wrd.org.

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 3

DATE: JULY 25, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF JUNE 27, 2018 SPECIAL MEETING OF THE ADMINISTRATIVE COMMITTEE

SUMMARY

A special meeting of the Administrative Committee of the Board of Directors of the Water Replenishment District of Southern California was held on June 27, 2018 at 11:28 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Sergio Calderon called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Administrative Committee will approve minutes as submitted.
A special meeting of the Administrative Committee of the Board of Directors of the Water Replenishment District of Southern California was held on June 27, 2018 at 11:28 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Sergio Calderon called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. **DETERMINATION OF A QUORUM**  
   A quorum was present, which included:  
   Committee: Committee Chair Sergio Calderon; Alternate - President John D. S. Allen  
   Staff: Robb Whitaker; Ken Ortega; Brandon Mims; Melody Wu; David Alvarez; Monica Sijder  
   Public: None

2. **PUBLIC COMMENT**  
   Pursuant to Government Code Section 54954.3
   None.

3. **APPROVE MINUTES OF MAY 23, 2018 MEETING OF THE ADMINISTRATIVE COMMITTEE**  
   The Administrative Committee unanimously approved the minutes as submitted.

4. **ELECTRONIC PROCUREMENT SOFTWARE SYSTEM**  
   WRD Project Administrator Melody Wu provided the report. Discussion followed.  
   The Administrative Committee recommended the Board of Directors approve and authorize the release of the Request for Proposal (RFP) for an Electronic Procurement (E-Procurement) Software System.  
   This item will be on the Consent Calendar of the next Board of Directors meeting.

5. **ADMINISTRATIVE CODE**  
   Manager of Internal Services Brandon Mims reported that proposed amendments are currently under review by legal counsel. The Committee approved that staff bring back the proposed amendments for the draft Standard Operating Procedures Manual (as a table of contents) and the draft Employee Operations Manual at the next scheduled meeting in July.

6. **CLASS AND COMPENSATION STUDY UPDATE**  
   Assistant General Manager Ken Ortega and Mr. Mims provided an overview of the overall schedule for the study, and a description of the critical Job Description Questionnaire (JDQ) that management (except the General Manager and Board
members) and bargaining unit employees will be required to complete and submit to
Segal Waters for the evaluation process. Discussion followed.

They anticipate having final responses and analysis from the JDQ before the
August 22nd Administrative Committee meeting.

7. **DEPARTMENT REPORT**

None.

8. **ADJOURNMENT**

There being no further business to come before the Committee, the meeting was
adjourned at 11:59 A.M.

________________________________________________________________________

Chair

ATTEST:

________________________________________________________________________

Member

Approved in minutes of:

________________________________________________________________________
MEMORANDUM
ITEM NO. 4

DATE: JULY 25, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: DISCUSS DRAFT WRD STANDARD OPERATING MANUAL TABLE OF CONTENTS

SUMMARY

As part of the development of WRD's Standard Operating Procedures (SOP), staff is presenting a proposed SOP Table of Contents for discussion with the Committee. The Table of Contents includes proposed area wherein which the Committee may direct staff to develop standard operating procedures.

FISCAL IMPACT

None at this time

STAFF RECOMMENDATION

For discussion and possible action.
PROPOSED

STANDARD OPERATING PROCEDURES (SOP)

TABLE OF CONTENTS

I. Welcome to WRD!

II. Our Organizational Strategic Goals – Learn about the District’s current Strategic Planning Initiatives (through 2020)

III. Organizational Chart – Helping you understand where you fit in the flow of things

IV. Chief Executive Contact Information

V. Department Manager Contact Information

VI. Staff Phone List

VII. WRD Job Descriptions by Department

   a. General Unit
b. Management

VIII. Outlook Calendar Management

a. E-mail Usage Policy

b. E-mail Signature Process

IX. Bring Forward System

X. Travel Policy

a. Travel Arrangements

b. Travel Policy

XI. Staff Board and Committee Schedule

a. Board Meeting

b. Administrative Committee

c. Groundwater Quality Committee

d. Water Resources Committee

e. Capital Improvement Projects

f. Finance/Audit

g. Budget Advisory Committee

XII. Submitting items to the Clerk for Board and Committee Agenda
XIII. Meeting Package

XIV. Minutes

XV. Meeting Planning

XVI. Meeting Rooms

XVII. Hospitality Policy

XVIII. General Entries

1. Creating a Standard Operating Procedures Manual Entry

2. Expense Claims

3. Purchase Order Requisitions

4. Ordering Supplies

5. Arranging for Couriers

6. Correspondence

7. Letterhead Formatting Instructions

8. Mail Log

9. Preparing Mail-outs

10. Instructions to merge a document to a mailing list

11. Policy for sending e-blasts
12. Instructions for Using the Postage Machine
13. Telephones
14. Placing Long-Distance Calls
15. Transferring Calls
16. Setting up a Teleconference
17. Teleconference codes
18. Voicemail System
19. Remote access
20. Setting a temporary out-of-office message
21. Printing
22. Printer Locations and Names
23. Instructions to Add a Printer
24. Printing on Letterhead
25. Admin Team
26. Terms of Reference
27. The Buddy System
28. Key Contact List
29. Emergency Numbers
30. Office Supplies

31. New Vendors

32. Repair Company (for photocopier, fax machine or any other office equipment you are responsible for)

XIX. Templates

   a. Agenda_Item_Template.doc
   b. Minute_Template.doc
   c. Out_of_Office_Checklist.doc
   d. Meeting_Setup_Checklist.doc
   e. Travel_Checklist.doc
MEMORANDUM
ITEM NO. 5

DATE: JULY 25, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVAL OF WRD EMPLOYEE HANDBOOK

SUMMARY

The Administrative Committee approved the attached WRD Employee Handbook at its January committee meeting and authorized staff to begin circulating the document July 1, 2018. However, some time has passed since the Committee considered the item and as part of its implementation and publication, HR staff is requesting the Administrative Committee receive and file the most current version of the document.

FISCAL IMPACT

None at this time

STAFF RECOMMENDATION

The Committee will receive and file report.
Employee Handbook

Revised January 2018
Table of Contents

Section I — Handbook Interpretation and Introduction ................................................. 1

Water Replenishment District of Southern California Mission Statement .................... 1

Section II — Introduction to Employment ..................................................................... 2

A. Open Door Policy ..................................................................................................... 2
B. Equal Employment Opportunity ............................................................................. 2
C. Employment ............................................................................................................. 2
D. Employment of Relatives ....................................................................................... 2
E. New Employee Orientation ...................................................................................... 3
F. Initial Evaluation Process ....................................................................................... 4
G. Employee Classifications ....................................................................................... 4
H. Rehired Employees ................................................................................................ 5
I. Promotions ................................................................................................................ 5
J. Temporary Upgrades ................................................................................................ 5
K. Work Hours ............................................................................................................. 6
L. Alternative Work Schedule .................................................................................... 6
M. Overtime .................................................................................................................. 8
N. Attendance .............................................................................................................. 9
O. Rest and Break Time ............................................................................................... 10
P. Compensation Plan .................................................................................................. 10
Q. Performance Evaluations ....................................................................................... 12
R. Access to Personnel Records .................................................................................. 13

Section III — Payroll Administration ........................................................................ 14

A. Employee Self-Service ............................................................................................ 14
B. Time Sheets ............................................................................................................. 14
C. Sign-In Sheets ......................................................................................................... 14
D. Paydays ................................................................................................................... 14
E. Garnishments .......................................................................................................... 14
F. Payroll Deductions ................................................................................................. 14
G. Direct Deposit .......................................................................................................... 14
H. Changing Your Employee Information ................................................................... 15
I. Deferred Compensation ......................................................................................... 15

Section IV — Employee Benefits .............................................................................. 16

A. Introduction ............................................................................................................. 16
B. Group Insurance Plans ............................................................................................ 16
C. COBRA ................................................................................................................... 25
D. Workers’ Compensation Program ....................................................................... 26
E. California Public Employee Retirement System (CalPERS) .................................... 26
F. Tax Deferred Compensation Program .................................................................... 30
G. 457 Contribution Plan
H. Educational Approval Process
I. Paid Leave Policy
J. Unpaid Time Off

Section V — Employee Relations

A. Standards of Conduct
B. Attendance Policy
C. The Corrective Process
D. Employee Grievances or Concerns
E. Alcohol-Drug Free Workplace
F. Fitness-For-Duty & Return-To-Work Evaluations
G. Outside Relations/Media Contact
H. Prohibition of Discrimination
I. Sexual Harassment
J. Workplace Violence
K. Request for Reasonable Accommodation
L. Employment Duration
M. Employment Reference Checks
N. Off-Duty Conduct/Conflict of Interest
O. Anti-Fraud/Ethics Policy
P. Children At Work

Section VI — Safety

A. Injury & Illness Prevention Program
B. Ergonomics
C. Bomb Threats and/or Threatening Calls
D. Driving on The Job
E. Cellular Phone Safety

Section VII — Staff Expense Reimbursement Guidelines

A. Credit Card Use
B. Employee Incurred Expenses
C. Mileage
D. Air Travel
E. Car Rentals
F. Meals
G. Lodging
H. Cab/Shuttle from Office
I. Expense Reports

Section VIII — Around The Office

A. Dress & Grooming Standards
B. Telephone Calls
C. Electronic Communications Policy
D. Voice Mail ........................................................................................................................................ 77
E. Smoking ............................................................................................................................................... 78
F. Security ................................................................................................................................................ 78
G. Solicitation and Distribution .............................................................................................................. 78
H. Workers’ Compensation Disclaimer Notice ...................................................................................... 78
I. Return-to-Work Program (RTW) ......................................................................................................... 78
J. Break Room .......................................................................................................................................... 79
K. Supplies .............................................................................................................................................. 79

Section IX — Leaving The DISTRICT .................................................................................................... 80
A. Resignation .......................................................................................................................................... 80
B. Termination ........................................................................................................................................ 80
C. Employee Exit ..................................................................................................................................... 80
D. Cooperation with Investigations .......................................................................................................... 80
E. Property Return Agreement ................................................................................................................ 81
F. Exit Interview ..................................................................................................................................... 81
G. Benefits .............................................................................................................................................. 81
H. Final Paycheck ................................................................................................................................... 81
I. CalPERS ............................................................................................................................................. 81
J. Deferred Compensation Plan ............................................................................................................. 81

Section X — Acknowledgment of Receipt of Handbook and At-Will Agreement .. 82
WRD Employee Handbook Receipt (employee copy) ............................................................................ 82
WRD Employee Handbook Receipt (employer copy) ............................................................................ 83
Section I — Handbook Interpretation and Introduction

This Handbook is intended to provide you with a general understanding of the Water Replenishment District of Southern California’s ("WRD" or "DISTRICT") human resource policies, benefits, and rules. It is intended to familiarize you with important information about the DISTRICT as well as information regarding your own privileges and responsibilities. Although it is not an employment contract or legal document, it is important that all employees read, understand, and follow the provisions of the Handbook. It may be changed from time to time by the DISTRICT. You will be notified in writing of any amendments and additions to these policies and procedures. Keep this Handbook, additions, and revisions on file for your reference.

This Handbook, however, cannot anticipate every situation or answer every question about employment, nor can it provide information that answers every possible question. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook change. Accordingly, the DISTRICT must reserve the right to modify, supplement, or rescind any provision of this Handbook from time to time, as it deems necessary. You will, of course, be advised of changes that occur.

The DISTRICT is constantly striving to improve its operations, the services that it provides its members and its relations with its employees. You are encouraged to bring suggestions for improvements to the attention of your department head or the General Manager. Additionally, if you have any questions or seek clarification, you should see your department head.

By working together, the DISTRICT believes that it will share with its employees a sincere pride in the work place and the services that they are here to provide.

WRD Mission Statement

The mission of the Water Replenishment District of Southern California is to provide, protect, and preserve high quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices for the benefit of residents and businesses of the Central and West Coast Basins.
Section II — Introduction to Employment

A. Open Door Policy

The DISTRICT promotes an atmosphere in which you can talk freely with the management. You are encouraged to openly discuss with your department head any problems so appropriate action may be taken. If they cannot be of assistance, the Manager of Internal Services or General Manager is available for consultation and guidance. The DISTRICT is interested in all its employees' success and happiness.

B. Equal Employment Opportunity

It is the continuing policy of the DISTRICT to provide equal employment opportunities for all individuals who have the necessary qualifications with respect to recruitment, hiring, performance evaluation, promotion, training, termination, compensation, or other personnel-related activities regardless of the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age, genetic information, sexual orientation preference, or veteran/military status. All employee decisions will be based upon policies and practices that further the principles of equal employment opportunity.

Every member of management is held responsible for assuring non-discrimination in employment opportunities. In addition, all staff members, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

C. Employment

All employees are hired on an "at will" basis, unless you are employed under a written contract stating otherwise. This means that you may resign at any time and that the DISTRICT may terminate you at any time, with or without cause. At the end of this Handbook you will find a copy of an "at will" employment agreement. Please read this carefully, sign and return to the Manager of Internal Services. An additional copy is provided for your records.

Any offer of employment will be conditioned upon a designation of "medically qualified" through a pre-employment physical exam and other conditions set forth in the offer letter.

D. Employment of Relatives

The DISTRICT's policy is to hire, promote, and transfer employees on the basis of individual merit and to avoid any hint of favoritism or discrimination in making such decisions. Even if favoritism or discrimination is not shown, the existence of the situation may precipitate questions difficult to answer or may cause some discomfort for the individuals involved.

The DISTRICT may refuse to hire relatives of present employees if hiring them could result in actual or potential problems in supervision, security, safety, or morale or if doing so could create potential conflicts of interest. The DISTRICT defines
“relatives” as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives.

The employment of relatives or spouses is regarded as a potential violation of this policy, and will be discouraged in general for regular employees. It will be considered for temporary, short-term positions.

This policy also applies to persons who are not legally married, but in the DISTRICT's judgment, because of their involved personal relationship may be unduly likely to improperly alter their organizational decisions in favor of their partner.

1. **Marriage or Development of Involved Personal Relationships While Employed**

   If two persons should marry while both are employed by the DISTRICT, they may continue their employment in the same job provided that such employment does not adversely affect safety, morale, security, internal financial control, or supervision; and such spouses or relatives neither initiate nor participate in making institutional recommendations or decisions which would directly affect employment status of their relatives.

   If the criteria are not met, one of the spouses must change jobs, change DISTRICT locations, or leave the DISTRICT. The couple will make a decision within thirty (30) days of the marriage as to which of the two of them will change positions. If this decision is not made within 30 days, based upon its business needs the DISTRICT reserves the right to determine which employee will be transferred or whose employment will be terminated.

   The provisions of this paragraph also apply to employees who establish a personal relationship, which in the DISTRICT's judgment, have become sufficiently involved to the point where it has become unduly likely that one or both of the partners will improperly make organizational decisions in favor of the other.

2. **Exceptions**

   The CEO may make an exception to this policy if it is found that:

   - The position to be filled requires a person with specialized training and experience not generally available in the employment market;
   - There is a vital agency need to fill the position;
   - Substantial bona fide efforts have been made to locate and employ such a person who is not a relative of any employee; and
   - The relationship between the relative and the applicant or employee is unlikely to materially affect his or her employment by the DISTRICT.

3. **New Employee Orientation**

   As a new employee, you will be provided a formal orientation that will include: an initial meeting with your supervisor; a tour of the facility; a meeting with the
Manager of Internal Services to review the benefits, office procedures and employee Handbook; training as needed for your position (including basic
training as outlined in the New Employee Orientation Checklist); and a meeting
with each department head to learn about their specific departments.

F. Initial Evaluation Process

As part of the hiring process, your supervisor will conduct an initial evaluation
within the first 30 days on the job. This evaluation will provide expectations,
goals, and objectives to be completed according to timelines set for a particular
position. The timelines are 90 days for non-exempt employees and 120 days for
exempt employees. Following the timeframe noted above, your supervisor will
then conduct a formal Performance Evaluation.

This evaluation process is considered part of the hiring process.

Newly hired employees, who are still in their initial evaluation process, must get
approval of their supervisor to take any paid time off.

G. Employee Classifications

Upon successfully completing this initial evaluation process, you will then
be classified into one of the following categories:

1. Full-Time Regular Employee

Defined as employees who have successfully completed their initial
evaluation process and are assigned a definite work schedule of at least 30
hours per week and their employment is expected to continue for an
indefinite period of time. Full-time regular employees are eligible for
employee benefits as described later in this Handbook. Full-time employees
that work less than 40 hours per week, but 30 or more hours per week, will
have benefits pro-rated according to the number of hours worked, in
accordance with the following policies and requirements of vendors.

2. Part-Time Regular Employee

Defined as employees who have successfully completed their initial
evaluation process and are assigned a work schedule of less than 30 hours
per week and it is expected to continue for an indefinite period of time. Part-
time regular employees may be eligible for vacation, sick leave, and holiday
benefits as described later in this Handbook.

3. Temporary Employees

Defined as an employee who is hired to perform a specific task or to be
employed for a temporary period of time. Regular temporary employees are
limited to six months on the job for full time employment or 1,000 hours or
125 days in a fiscal year. They are not eligible for vacation and holiday
benefits; however, are eligible for sick leave as described later in this
Handbook.

4. Extended Temporary Employees

Extended Temporary Employees are those that exceed 1,000 hours of
service. They are not eligible for vacation benefits; however, are eligible for
sick leave as described later in this Handbook, plus:
• Enrollment in the CalPERS system, or payment into the system if already a member, with the DISTRICT paying the employer portion.

• Paid regular holidays as they fall within their service period

If the employee is rehired within one year of separation, the sick leave accrued at time of separation will be reinstated.

In addition, employees are also classified as Non-Exempt or Exempt.

5. Exempt/Non-Exempt Employee

Employees whose jobs are governed by the FLSA are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not. Most employees covered by the FLSA are non-exempt. Some jobs are classified as exempt by definition. For most employees, however, whether they are exempt or non-exempt depends on (a) how much they are paid, (b) how they are paid, and (c) what kind of work they do.

The requirements to determine this status are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor). See the Manager of Internal Services if you have questions.

H. Rehired Employees

Employees who are rehired following a break in service in excess of one (1) year, other than an approved leave of absence, must serve another initial evaluation process, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, including the purposes of measuring benefits.

I. Promotions

It is the DISTRICT's intent to promote from within whenever possible. However, it is in the DISTRICT’s best interest to fill all positions with the best qualified individual.

When opportunities occur within the organization, promotions and transfers will be based upon an employee's qualifications and performance. In general, only employees who have been at their present job assignment for at least six (6) months will be considered.

J. Temporary Upgrades

Whenever temporary positions are available within the DISTRICT or regular positions are filled on a temporary basis, it is the DISTRICT’s intent to give employees an opportunity to apply for such positions.

If management feels that none of the applying employees are fully qualified for the temporary position, he/she may recruit outside candidates with the qualifications necessary to fill the position.

If you do not agree with the management's decision on who was selected for the temporary upgrade, you should discuss this with them. If a resolution is not reached, the supervisor should arrange to have you discuss the matter with
the General Manager.
When the temporary positions end, it is the DISTRICT’s intent to give the employees who were temporarily advanced an opportunity to return to their former positions.

K. Work Hours

The standard work week begins at 12:01 a.m. Sunday and ends at 12 midnight the following Saturday. The normal work hours are Monday through Friday, 7:30 a.m. to 4:30 p.m., depending upon operational requirements. Since the DISTRICT is a service organization, normal work may fluctuate with claims or member demand. As a general rule, departments are to be manned from 7:30 a.m. to 4:30 p.m. with the exception of the lunch hour from 12 p.m. to 1 p.m. If changes in your work schedule are required or desired, your manager will notify you or respond to your request at the earliest opportunity. You may be required to work overtime or hours other than those normally scheduled. It is the DISTRICT’s intent to allow you maximum flexibility in scheduling your time while still meeting the needs of the organization.

L. Alternative Work Schedule

1. Purpose

This policy is established to gain the maximum efficiency for the DISTRICT and allow the employee additional opportunities to enjoy their non-work hours.

2. Workweek Schedule

The DISTRICT’s normal workweek consists of five/eight hour days (40 hours per week), Monday through Friday. The DISTRICT has established a 9/80 work schedule for staff subject to the guidelines below. It is important to note that the Alternative Workweek Schedule is not appropriate for all positions, or in all settings, or for all employees.

3. Participation Criteria

- The Alternative Work Schedule will be initiated on a trial basis and may be discontinued at any time at the request of either the employee and/or management. The DISTRICT reserves the right to suspend the arrangement in the event of unanticipated circumstances regarding employee performance or operational needs.

- Eligibility to participate in the alternative program is subject at all times to the needs of the DISTRICT and may be modified as those needs dictate. Certain positions may be ineligible for participation due to necessary work schedules.

- Service to the members must be maintained, including adequate phone coverage. It is essential that each department be staffed from 7:30 a.m. to 4:30 p.m. Monday through Friday (except during the noonhour).

- Timeliness, quality, and quantity of work must be maintained.

- Priority work must be accomplished in a timely manner.
• A satisfactory attendance record and continued satisfactory work performance must be maintained.

• All participants must agree to abide by the guidelines.

• In order for this program to be successful, it is important that employees communicate with their co-workers and managers regarding any critical issues that may arise on your day off.

Non-Exempt Employees

• Participants will work 80 hours over a two-week period; eight nine-hour workdays and one eight-hour workday. Friday's are the designated days off. The eight-hour workday and the day off are to be regularly scheduled.

• Employees will be paid overtime (time and a half) for hours worked in excess of 40 hours in any work week, or they can request comp time according to the DISTRICT’s policy.

• It is required that employees have 40 hours in each workweek to equal 80 for the two week pay period.

• The normal workweek will begin on Friday, four hours into the workshift and ends on the following Friday four hours into the workshift.

Exempt Employees

• Exempt employee’s schedules participating in this program are based on a 40-hour workweek utilizing the 9/80 schedule noted above. You are required to devise a work schedule with your manager in advance to coincide with your job responsibilities and the needs of the DISTRICT.

• There will be no alternative workweeks scheduled during any pay period with two or more holidays.

• If you are taking more than two days off in any two-week pay period, for any reason, you will be required to revert back to the original five-day work schedule. You will not be able to take a 9/80 day off during that pay period.

• If you work a 9/80 schedule and are unable to take your day off due to work restrictions, you will not be entitled to carry that day over. It is recommended that you adjust your workweek accordingly and revert back to the normal schedule.

• If you work a 9/80 schedule, half days worked count as half a day only. Half days worked do not count as a full nine-hour day.

4. Procedures

• Pay periods will cover two weeks, or 26 pay periods per year. Any hours worked over 80 hours per pay period will not be carried forward to upcoming pay periods. The “slate” starts clean at the beginning of each new two-week pay period.
• Time sheets will be for a two-week/80 hour period and need to be submitted to Payroll by 2 p.m. on the Thursday following the end of the pay period.

• Each department supervisor will manage their department schedule. All staff is expected in the office on Mondays, unless granted approval by their manager in advance.

• Once participants are committed to an alternative schedule, it is expected to be followed for that pay period. Keep in mind that a scheduled day off will be treated just like any other Saturday or Sunday. If you get sick, the time will not be recognized as paid sick time.

• Holiday occurring on an employee’s regularly scheduled work day will require charging the number of hours/day, similar to employees working a regular schedule.

• Holiday that falls on an employee’s regularly scheduled day off will require charging the number of hours/day and be given an alternate day off..

• Vacations and Sick Leave absence of at least one full day but less than a full week will require charging the number of hours/days the employee was normally scheduled to work on the specified day(s).

• Vacations and Sick Leave absence of two or more days will require the employee to revert back to a traditional schedule to ensure no more than 40 hours/5 days in any given week is docked from leave accruals.

• If an employee is needed to assure adequate coverage during a period when a counterpart is on vacation or out of the office for one week or more, or any time the DISTRICT requires, they may be required to revert back to a five day/40 hour work week.

• Participants in the alternative program that take extended leaves for any reason, will be removed from the program for the duration of the leave.

• This program may be discontinued at any time.

M. Overtime

Due to varying workloads and cycles throughout the DISTRICT, your manager may ask you to work beyond your normal shift. The DISTRICT will pay all hourly employees overtime pay for hours worked over forty (40) hours in a work week. Although the DISTRICT will endeavor to provide advance notice of an overtime request, this is not always possible. Overtime work by non-exempt employees should be approved by their supervisors in advance of being worked when feasible. Overtime is paid at a rate of one-and-one-half (1-1/2) times the normal hourly rate.

Paid compensatory time-off may be given to non-exempt employees at a rate of one-and-one-half (1-1/2) hours for each hour of overtime if you and the DISTRICT agree to the time off from work in lieu of earned overtime pay. By law, you must request in writing your desire for compensatory time off in lieu of overtime
monies. If you wish to take compensatory time, a written request for the time off must be submitted and approved by your supervisor in advance of the time requested. Compensatory time for non-exempt employees must be taken within thirty (30 days) following the date on which the overtime was worked.

For exempt personnel, no compensatory time will be accrued. Requests from exempt personnel for time off of a day or more at a time with pay must be approved in advance by their supervisor and the General Manager.

Non-approved overtime will be paid, but may subject the employee to disciplinary procedures.

1. Time Worked

   You must record all time worked on your weekly time sheet, including time worked over your normal schedule.

2. Overtime

   Overtime pay is calculated at one-and-one-half the regular rate of pay for all hours worked over forty (40) hours in one work week. Hours paid for hours not worked, e.g., holidays, sick days, and vacations, do not count toward hours worked for overtime computation purposes.

3. Holidays Worked

   Non-exempt employees who work on an organization-recognized holiday shall be paid their straight-time rate of pay for hours actually worked on the holiday. Unused holiday time will be carried at straight time and should be used within 30 days.

N. Attendance

The DISTRICT relies on you to consistently “provide, protect, and preserve high quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices to its members.” You must routinely interact with other staff, members, vendors, and the general public to effectively meet these objectives. Good attendance is essential to providing these objectives and is an indicator of effective employee performance.

It is recognized that you will have periodic absences for illness or personal matters, but recurring and excessive absences and/or tardiness adversely affects productivity, morale, work flow, and service and directly impacts the DISTRICT’s ability to meet its challenging goals.

The professionalism that you bring to your position and the DISTRICT is valued and it is anticipated that you will manage your own good attendance. There are occasions, however, when attendance guidelines are beneficial and necessary to direct employees and supervisors.

The guidelines are intended to be straightforward and concise. They are subject to management discretion and allow for flexibility in addressing individual attendance situations. Your supervisor will consider State and Federal laws, family and medical leave issues, the demands of different work units, the
DISTRICT's policy, your performance, your attendance history, and individual circumstances when assessing appropriate steps to correct attendance problems.
The DISTRICT intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak with your supervisor who can discuss the impact of your attendance on the DISTRICT’s goals and your individual performance. Please note that it is your responsibility, however, to understand the guidelines listed in item B of the Employee Relations section of this Handbook.

If you fail to report to work for three consecutive workdays without notice or approval by your supervisor, the DISTRICT may consider that you have abandoned your job and your employment may be terminated.

O. Rest and Break Time

Full-time (40-hour/week) non-exempt employees are encouraged to take a 15-minute break in the morning and a similar break in the afternoon in order to "break" up the day and as a relief from office routine and tension. You are free to retire to the lunchroom, exit the building for a quick walk, or just sit outside on the benches provided. Less than 40-hour/week employees should clarify with their manager appropriate rest and break times.

Full-time non-exempt employees are required to take at least a 30-minute lunch break. An exception could be made if you were working less than 8 hours/day (i.e., six hours) and requested that you not be required to take a lunch break. Under these circumstances, please meet with your manager for their decision of whether or not to require you to take a lunch break.

P. Compensation Plan

The foundation for the DISTRICT’s compensation is based on the following key principles:

- **Pay for Performance**—You earn your compensation. Superior performance equals superior compensation. If you create results, you will be rewarded.

- **Providing Opportunity**—Career opportunities are available, further education is promoted, and compensation levels are competitive.

- **Program Flexibility**—The management has the ability to pay you according to performance levels rather than being limited to narrow ranges based on a job title. With this flexibility, pay can be used as a powerful communication and management tool. Responsibilities can broaden and pay opportunity can increase without having to change jobs.

- **Employees Have a Significant Stake in the DISTRICT**—You have the biggest stake in the DISTRICT. It is through collective performance that results are created. (i.e., Executive Committee is looking for image, leadership, behavior, morale, overall performance).

1. **Salaries**

For new hires, factors considered in establishing the base salary are education, previous work experience, position, grade level and other relevant factors.
For existing employees, adjustments to your base salary generally occur as a result of a performance evaluation, a promotion, or a significant increase or decrease in job responsibilities as well as business circumstances and other relevant factors.

2. **Compensation Review and Merit Increase**

Reviews may occur annually. Your supervisor and the General Manager will evaluate the performances based on the outcome of the performance evaluation, the position of the salary within the range and job responsibilities.

Merit increases, if any, are given based on performance and in accord with current business circumstances of the DISTRICT. All of these factors determine salary changes within the pay range. **There are no automatic pay increases.** It is the DISTRICT’s objective to adjust a salary level that best represents performance level and responsibilities in accord with current business circumstances.

**Note:** Any employee on written warning may be ineligible for merit pay increases, incentive/bonus program, promotion, and flex time.

3. **Promotional Increase/Demotion**

A promotion occurs when you accept a position that is in a higher level grade. A salary increase is generally given to recognize increased job responsibilities.

A demotion occurs when you accept a job at a lower level.

4. **Administrative Increase/Decrease (Adjustment)**

An administrative increase is an increase in salary within a salary range. It is given to recognize employees who accept a significant increase in responsibilities or have demonstrated significant “growth” in a position.

Current salary level, increased responsibilities, and current business circumstances will be considered when determining a possible salary increase.

An administrative decrease is a decrease in salary within a salary range if the value of the job has decreased.

5. **Pay Increases**

Minimum and maximum salary ranges have been established for each position. These ranges are reviewed and may be upgraded annually for inflation.

6. **Employee Incentive Plan**

The plan is effective each fiscal year, **if approved by the Executive Committee. There is no guaranteed incentive award.** The objectives are:

- To promote a culture that is results driven
• To promote a payout based on performance and teamwork
• To promote an equitable program for eligible employees
• To share the DISTRICT’s success with its employees Eligibility Requirements:
  • Full-time employees (temporary employees at General Manager’s discretion)
  • A performance rating of 3 or 4 on the Performance Level/Merit Increase Target Matrix
  • Must be employed by the DISTRICT at the time payouts are made
  • Must have completed the initial evaluation process by the end of the fiscal year for which payouts are made
  • Any employee on progressive discipline may be ineligible for an incentive bonus

Q. Performance Evaluations

The DISTRICT maintains a policy of evaluating your job performance as a means of measuring the efficiency and effectiveness of operations and providing you with meaningful information about your work. Effective performance evaluations also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long range planning. The process is intended to be participatory in nature, involving you and your supervisor.

The process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities and also take into account conduct, demeanor, and record of attendance and tardiness. In addition, special written performance evaluations may be conducted by your manager at any time to advise you of the existence of performance or disciplinary problems. The use of such a system does not waive either the DISTRICT’s or your right to terminate employment at any time with or without cause.

1. Overview

As a new employee, you will be evaluated at the end of your initial evaluation process to provide management with the opportunity to review your job performance. It will also provide you with an opportunity to become comfortable with your job position. Major objectives will be outlined by your supervisor at this evaluation.

Thereafter, you will be evaluated twice yearly, approximately March 1 and September 1. The March 1 evaluation is a “check point” to review the objectives set at the prior evaluation with suggestions for improvement as necessary. The September 1 date is the yearly evaluation that will provide a rating to be used in any compensation changes and incentive awards. Job descriptions should be reviewed at each evaluation and updated accordingly.
A performance evaluation will be used to inform you of your performance during a review period and set new goals for the coming year. It will also be used to determine the appropriateness of a salary adjustment within the established guidelines for the current salary level and job classification. The rating received, combined with current pay level, will determine the percent of salary increase, if any.

Substandard ratings mean any rating below the rating level of “satisfactory”. Employees receiving a substandard rating may have their employment conditions modified in any of, but not limited to, the following:

- Ineligibility for promotional consideration until the deficiency is corrected;
- Withholding of a merit or performance based pay increase until the deficiency is corrected;
- Transfer to a comparable position or demotion for an indefinite period to a position in which competency can be reasonably expected; or
- Termination.

If the employee’s deficient performance has improved to an acceptable level or type of performance, while maintaining the satisfactory performance in all other respects, the rating management may recommend the use of a corresponding merit or performance pay increase and restoration of promotional consideration.

**R. Access to Personnel Records**

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. **Persons Other Than The Employee**

   Other employees of the DISTRICT may have access to personnel files only if they have a "need to know." This means access is limited to:

   - Administrative Department staff as they need access in the course of their normal duties;
   - Management considering an employee for promotion or transfer into their departments; and
   - Others only as specifically authorized by the General Manager.

   Non-employees may not, except with specific authorization, have access to the files themselves. Generally, such access will be granted only upon advice of counsel. Access of outsiders to information in a file is governed by the DISTRICT’s policy on references.

2. **The Employee**

   You may inspect your own personnel file in the presence of the Manager of Internal Services or General Manager. You may designate a representative to inspect/receive a copy of your personnel file. A request form is available on The Fountain or on the network under Publications.
Section III — Payroll Administration

A. Employee Self-Service

Employees can access their payroll, benefits, and similar information on the Employee Self-Service site located on the DISTRICT’s network.

B. Time Sheets

You are required to keep an accurate record of your time on the forms provided by the DISTRICT. The use of time sheets assures proper cost accounting. Exempt and non-exempt employees fill out separate forms. You must submit signed time sheets on a bi-weekly basis. The time sheet should be completed in a neat and orderly manner (so that all entries are easily read) and submitted on the afternoon of the last working day of the pay period.

Vacation, sick, and holiday time must be entered on the time sheet.

C. Sign-In Sheets

You are asked to sign in and out every time you enter or leave the premises, primarily so the receptionist will know how to forward telephone calls and, in the event of an emergency, where the roster will be used to check attendance.

D. Paydays

You are paid every other Friday for the two weeks prior. Pay checks are distributed by noon time, however, you may elect direct deposit and funds will be available on that payday Friday.

E. Garnishments

A garnishment is a court order requiring the DISTRICT to remit part of an employee’s wages to a third party in payment of a just debt. Because garnishments involve the DISTRICT in its employees’ private financial affairs, it is requested that you handle your finances appropriately.

F. Payroll Deductions

State and Federal laws require the DISTRICT to make proper deductions on its employees' behalf. Amounts withheld vary according to earnings, marital status, and number of exemptions claimed.

Required deductions include Federal Income Tax, FICA "Medicare Only" Contribution, State Income Tax, and PERS.

G. Direct Deposit

Direct deposit of your paycheck is available. To take advantage of this service, you need to complete the "Direct Deposit" form, attach a voided check, and return them to the Administrative department.
H. Changing Your Employee Information

Your current address and phone number are essential for many purposes. These changes should be noted in writing or via email as soon as possible. You are solely responsible to notify the Manager of Internal Services of changes in your personal status including, but not limited to:

- Name and/or marital status
- Address and/or telephone number (employee makes changes to bswift)
- Number of eligible family members
- Tax payroll deductions
- Emergency contact information
- Changes to deferred compensation

I. Deferred Compensation

When you make any changes that affect the amount of money deducted from your paycheck, it is your responsibility to give a copy of the paperwork to the Accounting Department so that changes can be made to your paycheck.
Section IV — Employee Benefits

A. Introduction

The DISTRICT has developed a broad, comprehensive set of employee benefit programs to supplement your regular wages. The DISTRICT is continually investigating opportunities to improve its benefits as budget limitations permit.

These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that the DISTRICT pays for through an outside source. Examples of these benefits are Medical, Dental, Life, and Disability insurance.

Examples of uninsured benefits are vision care, vacation, sick, and holiday pay. These are benefits that are paid for directly by the DISTRICT and are available to you with conditions and specifications summarized in the following pages.

These benefits are "hidden costs" of approximately 40+% of salaries that go to supplement employees' incomes!

B. Group Insurance Plans

The DISTRICT provides group major medical, dental, vision, life, and Employee Assistance Program insurance at no cost to eligible employees and eligible dependents. You will receive information during the new employee orientation from the Manager of Internal Services.

Eligible employees are defined as regular full-time employees; see Section II. G. for details.

Eligible dependent is defined by then-current insurance policy. They are defined as follows:

- Spouse;
- Children to their 26th birthday including children placed in the home for adoption;
- Unmarried children who were enrolled before age 26 and are incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days this condition and it is subject to carrier approval.
- Children eligible for coverage as a result of a valid qualified medical child support order.
- Domestic Partner as defined by the State of California for state registration requirements.
- Those designated according to the law.
- For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork is required.
NOTE: It is the employee's responsibility to notify the DISTRICT in writing upon divorce, termination of Domestic Partnership, over-age dependent, or any event that changes the status of dependency.

The following is a brief description of the plans available and is not meant to replace the actual wording of the policy, which makes the final determination of the benefits to be provided.

1. **Medical Plan**
   
   a. Persons Eligible: Regular full-time employees and their eligible dependents, as defined by then-current insurance policy.
   
   b. Waiting Period: First day of the month following the commencement of employment with the District.
   
   c. Employee Contribution: None.
   
   d. Employer Contribution: Total cost for employee and eligible dependents.
   
   e. Choice of Medical/Hospital Insurance Plans:
      
      - Blue Cross HMO (CaliforniaCare)
      
      - Blue Cross PPO Prudent Buyer Classic
      
      - Kaiser Permanente HMO
2. Continuation of Benefits
   a. Eligibility for Participation
All regular full-time employees are eligible for participation in the DISTRICT’s. Regular full-time employees will require a minimum age of 55 years and a minimum ten years of employment upon retirement of active employment with the DISTRICT. Regular full-time employees working less than 40 hours per week and more than 30 hours per week will be eligible when they have reached a minimum age of 55 years and a minimum of 20,800 hours of service (2,080 hours = 1 year of service). Changes in employment status will be pro-rated accordingly. The following schedule should be followed:

<table>
<thead>
<tr>
<th>Age + Years of Service</th>
<th>=</th>
<th>DISTRICT’s Percentage of</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>=</td>
<td>50%</td>
</tr>
<tr>
<td>66</td>
<td>=</td>
<td>55%</td>
</tr>
<tr>
<td>67</td>
<td>=</td>
<td>60%</td>
</tr>
<tr>
<td>68</td>
<td>=</td>
<td>65%</td>
</tr>
<tr>
<td>69</td>
<td>=</td>
<td>70%</td>
</tr>
<tr>
<td>70</td>
<td>=</td>
<td>75%</td>
</tr>
<tr>
<td>71</td>
<td>=</td>
<td>80%</td>
</tr>
<tr>
<td>72</td>
<td>=</td>
<td>85%</td>
</tr>
<tr>
<td>73</td>
<td>=</td>
<td>90%</td>
</tr>
<tr>
<td>74</td>
<td>=</td>
<td>95%</td>
</tr>
<tr>
<td>75+</td>
<td>=</td>
<td>100%</td>
</tr>
</tbody>
</table>

b. Participation in the Retiree Health Benefit Plan (RHBP)

All eligible retirees will participate in the RHBP, as well as eligible dependents, as defined in District’s then-current insurance policy, and in accordance with current law. It is the retiree’s responsibility to notify the DISTRICT in writing of any changes.

Eligible Dependent

Defined by District’s then-current insurance policy.

Surviving Spouse/Domestic Partner

A surviving spouse/domestic partner of an active employee (not yet a RHBP participant) who has met at least the minimum age and service
requirement, may participate in the RHBP, if the surviving spouse has not remarried or entered into a new domestic partner relationship. Premiums will be paid as indicated in the Premium Payments section below.

Change in Marital/Domestic Partner Status

An eligible spouse who is divorced from an eligible employee before the employee participates in the plan will not be eligible to participate in the plan. A spouse who is divorced from an eligible employee or a domestic partner who changes their status from an eligible employee after the employee becomes a participant in the plan will lose their benefit. It is the retiree’s responsibility to notify the DISTRICT in writing if this situation arises. In accordance with the law, they may continue to participate in the plan only for the period mandated by COBRA and only if the premiums are paid.

Dependent Children

A dependent child of an RHBP participant must be enrolled in the RHBP at the time of the retirement of the employee to receive the RHBP’s benefit. It is the retiree’s responsibility to notify the DISTRICT in writing if this situation changes.

Terminated Employees

Employees that have attained eligibility status for the RHBP and have been terminated before enrollment in the RHBP are ineligible to participate.

Premium Payments

Premium payments are due and payable to the DISTRICT by the first of the month, according to the matrix.

Non-payment of Premiums

Participants in the RHBP that have defaulted on their portion of the premium payments will be eliminated from the plan. They may continue to participate only for the period mandated by COBRA and only if the premiums are paid.

c. Plan Benefits

The RHBP is designed to offer the same health benefits coverage to DISTRICT retirees as currently offered to active employees. The option selected by the retiree, at the time of retirement, will be the option-in-force until the following Open Enrollment. Retirees will be offered the right to change plans during annual Open Enrollment. However, dependents not enrolled at the time of retirement may not be added. Retirees who waived coverage previously may not elect to enroll. Elections made during the Open Enrollment period, typically in
November, remain in force for the duration of the following calendar year with this exception. If the retirement occurs after the close of Open Enrollment but before January 1, a new plan election may be made to take effect January 1.

Change in Geographic Location

Retirees who do not live within service areas of the DISTRICT’s health plan providers may receive reimbursement for health insurance premiums paid. Upon receipt of proof of address outside of the DISTRICT plans’ service area and proof of insurance coverage, and a billing itemizing premium payment, the DISTRICT will reimburse the retiree quarterly in a dollar amount equal to actual premium cost, but not to exceed the DISTRICT’s expenditure for that retiree’s currently enrolled option. The reimbursement shall occur at the end of each three-month premium period and it is the responsibility of the retiree to submit the required paperwork.

NOTE: Once a RHBP participant leaves the DISTRICT plan, they are ineligible to return.

Medicare Coverage

If eligible for Medicare, all RHBP participants must be enrolled in Part A and B. Part B premiums are paid by the retiree, directly to Medicare. Part D premiums are also paid by the retiree, if any premium is due. Part D is typically premium-free, unless income exceeds the thresholds published by Medicare annually.

d. Plan Components and Duration

The Executive Committee reserves the right to review, revise, and alter the DISTRICT’s RHBP including carriers and coverage, depending on the cost of the program and the fiscal condition of the DISTRICT. The Executive Committee reserves the right to eliminate the coverage or benefit contributions for employees and retirees not currently enrolled in the HBP.

3. Dental Plan

a. Persons Eligible: Regular full-time employees and their eligible dependents.

b. Waiting Period: First day of the month following the commencement of employment with the District.

c. Employee Contribution: None.

d. Employer Contribution: Total cost for employee and eligible family members.

e. Provider: Delta Dental.

f. Benefits Provided: See information provided for details.
g. Where To File Claims: As provided by the carrier or see the Manager of Internal Services.

4. Vision Plan

The DISTRICT’s Vision Care Plan is designed to aid you in the purchase of a broad range of necessary vision care services and treatments. For the plan to work successfully, it is important that costs be kept reasonable. The costs are governed by the claims that employees submit.

When arranging vision care, discuss the charges with the eye care provider. Be sure you are satisfied that the charges are no more than you would pay if you did not have the vision plan and not more than is generally charged in your area for similar services. Also, be sure only necessary services are ordered.

a. Persons Eligible: Regular full-time employees and their eligible dependents.

b. Waiting Period: First day of the month following one month of continuous employment.

c. Employee Contribution: None.

d. Employer Contribution: Total cost for employee and eligible dependents.

e. Benefits Provided: You and your dependents will each be entitled to $500 every two years in necessary vision care services and treatments as prescribed by an eye care provider. The “two year window” begins when you submit your first claim or would go back to the date you submitted your last claim (providing that was within the past two years) and “roll” for a two-year period. This includes all vision exams, prescription lenses, frames, contacts, and other services. It will be your responsibility to keep track of these expenses.

It is expected, however, that you will first purchase any vision/eye care products needed to perform your job duties (i.e., computer use, safety glasses, etc.). Other needs, such as an extra pair of prescription glasses/sunglasses, special products, should be secondary when considering the $500 benefit described above.

f. Where To File Claims: Request a copy of your vision care summary from Finance; fill out a “Check Request Form”, attach all original receipts and your vision care summary, sign it and give it to your manager for approval. Your manager should forward the approved request to the CEO for approval; he will direct it to Finance. Finance keeps a running log of your expenditures to date.

5. Life

a. Persons Eligible: Regular full-time employees (must be actively employed) and their eligible dependents.
b. Waiting Period: First day of the month following one month of continuous employment.

c. Employee Contribution: None. Supplemental coverage, including dependent, is optional and at your own expense.

d. Employer Contribution: Total cost for employee and eligible dependents.

e. Provider: As provided by the DISTRICT.

f. Benefits Provided: Two times annual regular gross earnings to a maximum of $300,000 payable to your designated beneficiary(s). Employees who have additional supplemental coverage are bound to the same maximum as the base coverage. For disability and dismemberment insurance limits, please see the policy.

g. Where To File Claims: As provided by carrier or see the Manager of Internal Services.

6. Short Term Disability

a. Persons Eligible: Regular full-time employees.

b. Waiting Period: First of the month following date of employment.

c. Employee Contribution: None.

d. Employer Contribution: Total cost for employee.

e. Provider: As provided by the DISTRICT.

f. Benefits Provided: Short term disability insurance provides you with income protection if you become temporarily totally disabled from a covered sickness, accident, or pregnancy. The waiting period is 14 days from disability (accumulative sick time may be used during this time). The maximum benefit period is 11 weeks. Check policy for detailed information. Note these benefits are taxable. Any overpayment of benefits will require reimbursement.

See long term disability for continued coverage.

g. Where to File Forms: As provided by the carrier or see the Manager of Internal Services.

h. Note: The DISTRICT does not pay into SDI and provides employees with a superior disability plan

7. Long Term Disability

a. Persons Eligible: Regular full-time employees.

b. Waiting Period: First of the month following date of employment.

c. Provider: As provided by the DISTRICT.
d. Benefits Provided: Long term disability insurance provides you with income protection after the short time disability insurance ends, and could continue beyond age 65 subject to an age reduction schedule. Check policy for detailed information. Note these benefits are taxable. Any overpayment of benefits will require reimbursement.

This long term disability plan is restrictive to income from other sources. Check policy for further information.

e. Employee Contribution: None.

f. Employer Contribution: Total cost for employee.

g. Where to File Claims: As provided by carrier or see the Manager of Internal Services.

8. Employee Assistance Program (EAP)

a. Persons Eligible:

Regular full-time employees and their family members, as defined by then-current insurance policy.

b. Waiting period:

First of the month following date of employment.

c. Provider:

As provided by the DISTRICT.

d. Benefits provided:

The Employee Assistance Program (EAP) provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting service for "normal problems in living" such as relationships, stress, legal and financial problems, career concerns, anxiety, and depression. The EAP also services more serious concerns such as alcohol and drug problems, family violence, and threats of suicide. Numerous additional resources are available.

e. Employee Contribution:

Any and all services outside of program coverage.

f. Employer Contribution:
Premium charged under the current program.

g. Who to contact:

Manager of Internal Services or.
C. COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue their group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law and it is the employee's responsibility to notify the DISTRICT (Manager of Internal Services or HR Coordinator) of any qualifying event (defined below) within 60 days of the event. Specifics of COBRA include:

1. Qualifications

Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.

2. Qualifying Event

Qualifying event is defined by COBRA regulations and includes loss of coverage due to: termination of employment; reduction of hours; death of employee; employee’s Medicare entitlement; divorce or legal separation; child ceasing to be eligible; bankruptcy of employer; and expiration of leave criteria. **It is the employee's or eligible family member's responsibility to inform the DISTRICT (Manager of Internal Services or HR Coordinator) within 60 days when a qualifying event takes place.**

3. Selection Period

[Entity name] will send written notification, upon notification to the DISTRICT, to the employee/eligible family member of their right to elect continued coverage, the election period, and premium payments.

4. Cost

The employee/eligible family member must pay a full monthly premium for each coverage selected plus a 2% administrative charge to [Entity name] by the first day of each month that the premium(s) are due.

5. Coverage Available

At the time of the qualifying event, whichever health insurance the employee/dependent is enrolled in (Kaiser, Anthem Blue Cross or California Care, Delta Dental, and DISTRICT Vision Plan) will be considered the coverages available.

6. Open Enrollment

Purpose: COBRA continues have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA continues must be informed of their rights.

The Open Enrollment Notification should inform COBRA continues of the open enrollment period, the options available during the open enrollment period and the monthly premium rates for those options.
It defines COBRA continues as possible electees, electees and continues. Possible electees are individuals in their 60-day election period; electees are individuals who have elected but have not yet paid; continues are individuals who have elected and paid.

7. Special Note

There can be no interruption of coverage under COBRA.

8. Employee Notification

Because of the complexity of COBRA regulations, [Entity name] has been contracted to carry out the notification and explanation to employees.

D. Workers’ Compensation Program

The DISTRICT provides workers' compensation coverage. This coverage protects you if you are injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work related injuries. Compensation payments begin from the first day of your hospitalization or after the third day following the injury if you are not hospitalized.

The cost of this coverage is completely paid for by the DISTRICT. Accumulated “Sick/Paid Time Off” may be used for the three-day waiting period, and to bring the employee’s compensation up to, but not greater than, the employee’s regular gross pay, at the discretion of the CEO. Employees needing follow-up medical appointments will be charged the time off from their accumulated “Sick/Paid Time Off” leave. Any overpayment of benefits will require reimbursement to the DISTRICT.

If you are injured while working, you must immediately report such injuries to your manager, or another manager, regardless of how minor the injury might be. If you have any questions regarding this workers' compensation coverage, you should contact the Manager of Internal Services. Workers' Compensation leave will run concurrently with other appropriate leaves such as Family Leave.

E. California Public Employee Retirement System (CalPERS)

Rather than Social Security, the DISTRICT offers to its eligible full-time employees a retirement plan under CalPERS. Due to changes in the law, effective January 1, 2013, (PEPRA), the DISTRICT will have two tiers of employees: 1) Those employed before January 1, 2013, and those new employees eligible due to carryover within six months (as provided by PEPRA; 2) Those employed on January 1, 2013, and after

1. Persons Eligible: Regular full-time employees, part-time employees reaching minimum hour requirement, and employees already CalPERS member.

2. Waiting Period: Eligible from the first day of employment.

3. Employee Contribution: Tier 1: During the first five years of service 7% of regular bi-weekly earnings (overtime earnings are not included). After five
years of full-time service, the DISTRICT will pay the employee's contribution. This
is a tax-deferred contribution. Tier 2: Employee contribution of 6.5% of regular bi-weekly earnings.

4. **Employer Contribution:** Varies according to experience rating.

5. **Vesting Provisions:** You become vested after completion of five years of public service, be it with the DISTRICT or another public employer who participated in CalPERS. Vesting means funds may be left on deposit for future retirement. Should you leave the DISTRICT and wish to withdraw your contributions, you may request a refund from CalPERS. The employer contributions are only paid upon retirement.

6. **Benefits Provided:** You will be eligible to retire when you have five years of service credit and have attained age 50 (Tier 1) or age 52 (Tier 2). Your retirement date can be any date you choose; however, the amount of the monthly allowance can be affected. Your age determines your benefit factor used in the retirement formula. So, you may decide to retire on your birthday or at a completed quarter year of age to increase the benefit factor. CalPERS will calculate the retirement benefits based on three factors: (1) years of service, (2) a percentage factor determined by your age at retirement, and (3) Tier 1: the final average monthly pay rate for the highest 12 consecutive months of work; Tier 2 the final average monthly pay rate for the highest 36 consecutive months. There is no mandatory retirement age.

7. **CalPERS Options**

The DISTRICT contract includes several options and benefits for its employees, briefly described below. For more detailed information, refer to the “CalPERS” website or see the Finance Manager.

- **2% @ 60 (Tier 1)**
  This formula provides to local miscellaneous members 2% of pay at age 60 for each year of service credited with that employer. For members who retire earlier, the percentage is reduced. See booklet.

- **2% @ 62 (Tier 2)**
  This formula provides local miscellaneous members 2% of pay at age 62 for each year of service credited with that employer. For members that retire earlier, the percentage is reduced. See booklet.

- **Salary Cap**
  The Public Employee Pension Reform Act (PEPRA) of 2013 included compensation limits for CalPERS retirement salary calculations (GC 7522.10). For any employee hired after January 1, 2013, the salary cap provided for the current year will be utilized (for 2015 the cap is $140,424). For any Classic employee hired after 1996 and before 2013, there is also a cap (for 2015 the cap is $260,000). For anyone hired before that, there is no cap.

- **One-Year Final Compensation (Tier 1)**
  The period for determining the average monthly pay rate when
calculating retirement benefits would be for the 12 highest paid consecutive months.

- **Three-Year Final Compensation (Tier 2)**
  The period for determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months (3 years).

- **1959 Survivor Benefit, 4th Level (if enrolled)**
  The 1959 survivor benefit is paid along with the other death benefits, with the exception of the special death benefit, whether or not you were eligible to retire at the time of death. The fourth level provides a higher level of 1959 survivor benefits to survivors of a member who dies prior to retirement. The benefit is in addition to the Basic Death Benefit and the 1957 Survivor Benefit. The benefit consists of a monthly allowance, which may be paid to your eligible surviving spouse and children. A spouse is eligible until remarriage, if he or she (1) has care of eligible children, or (2) is age 60 or older. Monthly payments would be:

  - Spouse with two or more eligible children or three or more eligible children only — $2,280
  - Spouse with one eligible child or two eligible children only — $1,900
  - One eligible child only or surviving spouse at age 60 or older until remarriage or dependent parents — $950

- **Improved Non-Industrial Disability Allowance**
  The disability retirement allowance would be 30% of final compensation for the first five years of service credit plus 1% for each additional year of service to a maximum of 50% of final compensation.

- **Post Retirement Survivor Allowance**
  Upon the death of a member after retirement, an allowance shall be continued to the surviving spouse. A surviving spouse must have been married to the member at least one year prior to the member’s retirement and continuously to the date of the retired member’s death. For disability retirement, a spouse who was married to the member on the date of his or her retirement and continuously to the date of his or her death. If there is no surviving spouse, or the spouse later dies or remarries, the allowance shall be continued to the eligible unmarried children collectively until all reach age 18. Eligible children include disabled children over age 18 if the disability begins prior to age 18. If there is no surviving spouse or eligible children, the benefit would be paid to the surviving parent or parents of the deceased member who were dependent upon the member for support. If, at the effective date of retirement, the member has no eligible spouse, eligible children, or eligible dependent children, no survivor allowance shall be paid under this benefit.

- **Military Service Credit**
  Military Service Credit As Public Service: A member may elect to purchase up to four years of service credit for any continuous active
military or merchant marine service prior to employment. The member must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service.

Military Service Credit for Retired Persons: The retired person must contribute an amount to the contributions for current and prior service that the employee and the employer would have made with respect to that period of service. The retiree must not receive credit for the same military service with another publicly funded retirement system. The retired person’s allowance would be increased only with respect to the allowance on or after the effective date of the election to purchase the service credit.

- **Credit for Unused Sick Leave**
  To the extent as allowed by CalPERS, any unused sick leave accumulated at the time of retirement will be converted to credited services at a rate of 0.004 years of service for each day of sick leave.

- **Pre-Retirement Optional Settlement 2 Death Benefit**
  This benefit is a monthly allowance equal to the Service Retirement benefit that the member would have received had the member retired on the date of his or her death and elected Optional Settlement 2. (A retiree who elected Optional Settlement 2 receives an allowance that has been reduced so that it will continue to be paid after his or her death to a surviving beneficiary.) The allowance is payable as long as the surviving spouse lives. There is a guarantee that the total amount paid will be at least equal to the basic Death Benefit.

- **Cancellation of Remaining Payments**
  Payments owed by the member for the purchase of optional service credit upon the employment related disability of member (i.e. upon industrial disability retirement) can be cancelled, the final amount will be adjusted accordingly.

- **Local System Service Credit**
  Local system service credit will be used in the computation of benefits payable under the basic death benefit for all local members (miscellaneous and safety) who were members of a local retirement system at the time the local system was discontinued.

Employees nearing retirement are urged to avail themselves of the retirement pre-counseling and planning available to them by CalPERS. CalPERS requires at least 90 days’ notice in advance of planned retirement (as does Social Security for any previous services). However, the DISTRICT strongly urges employees anticipating retirement to make their inquiries at least six months to one year in advance to avoid any unnecessary delays.

The Manager of Internal ServicesManager of Internal Servicesor Finance Manager can provide you with names and phone numbers of personnel at CalPERS who can assist you in your retirement planning.
More detailed information may be obtained from the Finance Manager. Please note that employees may be subject to the “Windfall Elimination” due to exemption from Social Security. Information will be provided at the New Employee Orientation on this topic.

F. Tax Deferred Compensation Program

The DISTRICT provides the opportunity for all employees to enroll in a payroll tax deferral plan called, "Deferred Compensation 457". All contributions to this plan are made by the employee on a voluntary basis. Contributions are made by payroll deduction. Such amounts deducted are not included currently in your taxable income. Thus, if you elect to participate in this plan and have amounts deducted from your pay, you will see a reduction in salary, but not to the extent of the total amount deducted.

1. Tax Benefit

Compensation deferred under the plan, together with all earnings (interest) on such contributions, are subject to Federal and State income taxes only in the year in which such amounts are paid or made available to you or your beneficiary.

2. Contribution Limits

You may contribute into the plan the maximum allowed by law. These amounts may be lower if you participate in more than one deferred compensation program (employees who do should consult their tax advisor). During the last three years before you reach normal retirement age under the plan (60), you may be eligible to contribute more. If you think you may be eligible for this catch-up contribution provision, you should contact the Finance Manager and your tax advisor.

3. Withdrawals

You may withdraw all or part of your contributions, together with the interest earned thereupon, subject to appropriate tax withholdings, upon the occurrence of one of the following: termination of employment on account of death, retirement or other cause; permanent disability; the attainment of age seventy and one-half; or the facing of an unforeseeable emergency. An unforeseeable emergency includes any severe financial hardship to the participant caused by sudden or unexpected illness or accident of the participant or his or her dependent, a casualty loss, or some other similar extraordinary circumstance caused by events beyond the participant's control. Home purchases and payments of college tuition do not qualify as unforeseeable emergencies under this definition. Eligible employees may withdraw all or part of their contributions plus earnings. Several withdrawal options are available.

4. Reports/Statements

Sent to your home address at least quarterly by the vendor. It is your responsibility to verify the information for accuracy.
5. Investment Options

You can choose among several different investment options, including high interest, money market, stock, bond, balanced, or a combination of these.

6. Deferred Compensation Sources available through payroll deduction:

Lincoln National Life Insurance Company
Lincoln Financial and Insurance Services Corporation
18301 Irvine Boulevard, Suite 1B, Tustin, CA 92780
(714) 731-8286 or (800) 522-3812 FAX: (714) 731-8379

CalPERS
P. O. Box 9255, Boston, MA 02209-9255
(800) 260-0659

Note of Caution: The DISTRICT is the administrator of this plan on behalf of the employee participants. No investment advice should be given to you by your manager or any other employee. Employees seeking investment or tax advice should consult with their independent investment and/or tax advisor.

Any questions with regard to enrollment into this plan should be referred to the Finance Manager.

G. 457 Contribution Plan

DISTRICT employees impacted by the mandatory compensation limits for amounts included in the CalPERS qualified retirement plan for DISTRICT employees will be eligible to participate in the DISTRICT 457 Contribution Plan.

At the discretion of the Executive Committee, the DISTRICT 457 Contribution Plan will contribute to an employee’s CalPERS 457 Plan an amount equal to the employee’s elected contribution. The DISTRICT’s contribution will be limited to an amount equal to the current year’s employer rate, applied to the portion of the employee’s annual salary that exceeds the CalPERS limit set for that calendar year. It will be the employee’s responsibility to monitor and ensure that the total combined contributions of DISTRICT and the employee do not exceed the maximum allowed by law.

DISTRICT 457 Contribution Plan Policy Examples

<table>
<thead>
<tr>
<th></th>
<th>Employee A</th>
<th>Employee B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CalPERS Employer Contribution Rate</td>
<td>7%</td>
</tr>
<tr>
<td>2</td>
<td>Salary</td>
<td>$150,000</td>
</tr>
<tr>
<td>3</td>
<td>CalPERS Compensation Limit</td>
<td>140,424</td>
</tr>
<tr>
<td>4</td>
<td>Compensation Over Limit</td>
<td>9,576</td>
</tr>
<tr>
<td>5</td>
<td>DISTRICT contribution limit (line 1 x 670</td>
<td>2,420</td>
</tr>
<tr>
<td>6</td>
<td>Employee’s contribution to 457 Plan</td>
<td>1,200</td>
</tr>
<tr>
<td>7</td>
<td>DISTRICT contribution (lesser of line 5 x 670</td>
<td>2,420</td>
</tr>
</tbody>
</table>
H. Educational Approval Process

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the DISTRICT to provide financial assistance to regular full-time employees interested in furthering their formal education. To be eligible, an employee must have completed their initial evaluation process, unless a job requirement, and submit an Application for Educational Approval. All requests must be approved in advance by the employee's manager, the Manager of Internal Services, and the General Manager. Criteria for approval are listed below:

1. Professional Seminars/Conferences Attended During DISTRICT Time

   The DISTRICT policy generally provides for one professional job-related seminar/conference per fiscal year with fees, text, transportation, lodging and meals will be pre-paid upon approval. On occasion there may be additional conferences pertinent to the DISTRICT and consideration will be given upon submission of a request.

   Upon return, a report will be presented recapping the significant highlights and benefits to the DISTRICT as a result of attendance.

2. Additional Requirements

   • You are responsible for registration and ordering of any necessary text.

   • It is your responsibility to provide your manager and the Manager of Internal Services with transcripts after completion of the course.

   • If you do not complete or fail a course, you will be expected to repeat the course at your own expense or reimburse the DISTRICT within one year if you decide not to continue pursuit of the program. In general, no future approvals will be given until this is cleared from the files.

   • Each application must be complete with a two-year history of the educational courses you have taken while employed at the DISTRICT as well
as specific details of the course (i.e., catalog or brochure), location and dates.

- If you fail to meet the timelines outlined, the DISTRICT will have the discretion to discontinue the financing of the program.

I. Paid Leave Policy

The DISTRICT’s policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy. Regular part-time employees’ paid time off will be pro-rated according to their scheduled work hours. Please note, the DISTRICT’s fiscal year is utilized for tracking paid leave. Categories of paid leave are provided, as outlined below:

1. Vacation

The DISTRICT recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time and part-time scheduled employees are eligible for paid vacation according to months of service. Vacation must be approved in advance and any request for vacation in excess of 15 consecutive days of vacation to be taken in advance of accrual needs the approval of the General Manager.

Vacation is earned and accrued from the first day of employment with maximum accrual at 320 hours (non-exempt)/40 days (exempt) as follows. Note: Exempt employees to use .5 day if appropriate:

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Annual Accrual Hours*/Days</th>
<th>Stop Accruing at Hours/Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 36</td>
<td>96 / 12</td>
<td>320/40</td>
</tr>
<tr>
<td>37 – 48</td>
<td>104 / 13</td>
<td>&quot;</td>
</tr>
<tr>
<td>49 – 60</td>
<td>112 / 14</td>
<td>&quot;</td>
</tr>
<tr>
<td>61 – 72</td>
<td>120 / 15</td>
<td>&quot;</td>
</tr>
<tr>
<td>73 – 84</td>
<td>128 / 16</td>
<td>&quot;</td>
</tr>
<tr>
<td>85 – 96</td>
<td>136 / 17</td>
<td>&quot;</td>
</tr>
<tr>
<td>97 – 108</td>
<td>144 / 18</td>
<td>&quot;</td>
</tr>
<tr>
<td>109 – 120</td>
<td>152 / 19</td>
<td>&quot;</td>
</tr>
<tr>
<td>121 – 132</td>
<td>160 / 20</td>
<td>&quot;</td>
</tr>
<tr>
<td>133 – 144</td>
<td>168 / 21</td>
<td>&quot;</td>
</tr>
<tr>
<td>145 – 156</td>
<td>176 / 22</td>
<td>&quot;</td>
</tr>
<tr>
<td>157 – 168</td>
<td>184 / 23</td>
<td>&quot;</td>
</tr>
<tr>
<td>169 – 180</td>
<td>192 / 24</td>
<td>&quot;</td>
</tr>
<tr>
<td>181 +</td>
<td>200 / 25</td>
<td>&quot;</td>
</tr>
</tbody>
</table>

*Regular full-time working less than 40 hours and more than 30 hours are pro-rated according to scheduled hours. For non-exempt employees, the minimum increment of vacation is 15 minutes. Exempt employees may utilize half-day vacation requests.
2. **Holiday Observances**

All regularly scheduled full and part-time employees will receive a normal day's pay at their normal hourly rate for the following holidays, subject to the conditions below:

- New Year's Day — January 1
- Martin Luther King Day — Third Monday in January
- Presidents' Day — Third Monday in February
- Cesar Chavez Day – March 31
- Memorial Day — Last Monday in May
- Independence Day — July 4
- Labor Day — First Monday in September
- Columbus Day – Second Monday in October
- Veteran’s Day — November 11
- Thanksgiving — Fourth Thursday and Friday in November
- Christmas Day — December 25

**Holiday Conditions:**

- If the holiday falls on a Saturday, it may be observed on the preceding Friday. If it falls on a Sunday, it may be observed on the next Monday, staff will be advised of all dates the office will be closed for holiday observances at the start of each calendar year.
- Employees on unpaid leave of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
- If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
- When computing overtime pay, you do not receive credit for hours worked on holidays that are not actually worked.

3. **Bereavement Leave**

In the event of a death in your immediate family, the DISTRICT may grant up to twenty-four (24) hours for non-exempt employees or three (3) days for exempt employees of paid time away from work if you are a regular full-time employee.
Immediate family for the purpose of bereavement leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step-relatives or any other person who resides with the employee.

4. **Jury and Witness Duty**

You should immediately notify your manager if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your regular hourly rate for up to a maximum of ten working days per year. As a public employee, a waiver should be signed to avoid payment (as it must be returned) when appearing for Jury Duty.

If required by law to appear in court as a witness, you may be given paid time off up to a maximum of 32 hours for non-exempt (pro-rated for regular part-time) employees or four (4) days per year for exempt employees for such purpose, provided that you provide the DISTRICT with reasonable advance notice and proof of such court order.

5. **Military Leave**

A military leave, in accordance with Federal law, will be granted to those employees of a reserve component of the Armed Forces of the United States or National Guard.

If regular, full-time employees are called to active military duty training as members of the Armed Forces, Reserves, or National Guard, they will be assured full pay for military leaves for up to ten (10) working days per calendar year provided that they are regular, full-time employees; ordered for purposes of military training, encampment, naval cruises, special exercises or like activity; they shall be entitled to receive the difference between their regular rate of pay and the military rate of pay for the first 30 calendar days of any such absence.

If regular, full-time employees are called to active duty during national or state emergencies, as members of the Armed Forces, Reserves, or National Guard, they shall be entitled to receive the difference between their regular rate of pay and their military rate of pay for the duration of their active duty call.

Military orders should be presented to your immediate manager and arrangements for leave made as early as possible before departure.

Should you either voluntarily or involuntarily leave your employment to serve in the armed services, you shall be entitled to reinstatement according to State and Federal law in effect at the time of your release from active service. No one in this category should be denied re-employment without the Agency first consulting legal counsel.

6. **Time Off To Vote**

In accordance with California State law, if your work hours do not allow sufficient time off to vote in California general, direct or presidential elections, the DISTRICT will offer two (2) hours paid time off for you to vote.
To receive time off for voting, you must notify your manager and present a valid voters’ registration card. When you return from voting, it will be necessary to present the voters' receipt to your manager. Time taken for the purposes of voting must be either at the beginning or end of the normal work day.

7. Inclement Weather

In the event the General Manager deems it necessary to close the office due to inclement weather, managers will be phoned and they will contact employees. You should make the effort to come in to the office unless you are notified otherwise. If you are unable to do so, you need to touch base with a manager.

If the office is officially closed through a management decision, you will be paid for the day with no effect on your paid time off. If, however, the office is not closed and you do not come to work, you should take vacation, use one of your “personal days off”, request time off without pay, or make other arrangements with your manager.

8. Sick Leave

Sick leave is a form of insurance that employees accumulate in order to minimize the economic hardships that may result from out of the ordinary, unexpected, or emergency need to take time off, such as illness or injury to employees or their immediate family members. Immediate family for sick leave purposes is defined as a spouse, child, parent, or domestic partner. Time off for medical and dental appointments will be treated as sick leave.

Sick leave is not intended to be used in lieu of vacation. Employees are required to use accrued sick leave for time off as noted above and will require FML approval for time off beyond six days.

The DISTRICT offers paid sick leave to regular full-time employees at a rate of three hours, five minutes per pay period, totaling 80 hours annually.

Part-Time Regular Employees, are not eligible to earn sick leave hours.
For non-exempt employees, the minimum increment of leave is 15 minutes. On select occasions scheduled paid time off will be allowed to be made up (if less than one day) by working additional hours only during the week the time was taken, if deemed necessary due to work necessities, with the approval of your manager.

For exempt employees, the minimum increment is 4 hours (half day). If less than four hours are needed, the time off can be made up with the approval of your manager.

For all staff, it is expected that appointments be arranged around your workload and your department’s needs.

Employees are entitled to take up to half of their yearly accrual amount (once accrued) to care for a spouse, child, parent, or domestic partner. Sick leave used for this purpose will be tracked on a rolling year basis and should be documented as “kin care” on timecards. Any additional time off will need to be approved under the DISTRICT’s FML policy.

Employees are permitted to use up to two days (16 hours) of accrued sick leave for personal time off each fiscal year. This time will be deducted from sick leave accrual. If the time is not used, it just stays on the books.

To the extent as allowed by CalPERS, unused accumulated sick leave at the time of retirement will be converted to additional service credit at the rate of 0.004 years of service credit. Retirement age for the DISTRICT’s purposes is age 50. Unused sick leave will not be paid if an employee is terminated or voluntarily resigns prior to retirement from the DISTRICT.

Abusive or excessive use of sick leave may result in disciplinary action, up to and including termination.

If you are unable to report to work due to unscheduled paid time off, you must contact your manager as soon as possible but no later than two hours after your normal starting time. A phone call, email, or text message is acceptable providing you receive a response back from your manager acknowledging your absence. If your manager is unavailable, you should contact any other available manager. If you become sick during the day, you must notify your manager, or if unavailable, any other manager before leaving the office.

A notification from a doctor that you are able to return to work may be required for any absences due to illness or injury of longer than three (3) days. A doctor’s note may be required if you are on written warning, or exhibiting a pattern of excessive use of Sick Leave.

If you have exhausted all paid time off credits and cannot report to work, you may be terminated at the discretion of the DISTRICT.

There is no limit on the amount of sick leave that may be accrued.

Sick leave is required to be used for the three-day waiting period of a workers' compensation claim.
9. **Organ or Bone Marrow Leave**

Employees may take up to 30 days (workdays) of leave in any one-year period for the purpose of donating an organ to another person. Employees may take up to five days (workdays) of leave in any one-year period for the purpose of donating bone marrow to another person. The DISTRICT requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave and/or vacation and use five days of accrued but unused sick leave and/or vacation for bone marrow donation. The DISTRICT will continue to provide and pay for current group health plan benefits.

Employees are required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

Once a Donor has exhausted the required paid sick and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

**J. Unpaid Time Off**

Several types of non-statutory unpaid leaves of absence are available to eligible employees under the DISTRICT's policies. The types of leaves that are available include personal, family (includes medical), and military.

1. **Summary of Rules**

A summary of the rules and restrictions applicable to all unpaid leaves of absence is provided below:

a. Unpaid status: All leaves of absence are provided on an unpaid basis. Use of wage replacement does not turn unpaid leave into paid leave.

b. Returning From Leave of Absence: When you are placed on pregnancy disability, family or military leaves of absence, the DISTRICT guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless it would substantially undermine the DISTRICT's authority to operate the business safely and efficiently.

c. When you are placed on a personal leave of absence, an effort will be made to hold your position open for the period of the approved leave. However, the DISTRICT will not guarantee reinstatement after a personal leave of absence.

d. The DISTRICT will attempt to reasonably accommodate employees who are released for partial or modified duty by their treating physician.

e. The period that you are on a leave of absence, even if wage replacement is utilized, is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick benefits. When you return from a leave of absence, the eligibility and accrual dates will be adjusted forward to reflect the period of the leave. An exception would be if the time off is nine hours
or less during the two-week pay period.
f. Holiday Benefits: If a paid holiday falls during the period you are on leave of absence, you will not be eligible for the holiday pay.

g. Health Insurance: You will be required to pay for the entire cost of group health insurance for (1) the period of any family medical leave or other mandated leave of absence beyond the end of the third calendar month following the month in which the leave begins, and (2) for the entire period of any personal leave beyond the end of the calendar month in which the leave begins. This will be offered through COBRA and you are requested to notify the Manager of Internal ServicesManager of Internal Services that you have arranged for all necessary payments with the Chief Financial Officer before your leave commences.

h. Misrepresentations: Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

2. Family and Medical Leave (FML)

The DISTRICT will grant employees, with at least one year of continuous service or a minimum of 1250 hours up to 12 weeks/60 days/480 hours of non- statutory unpaid leave in a 12-month period for family care responsibilities and for the employee’s own serious medical condition. The purpose of the FML is to provide you with the right to take time off from work to bond with a child, to care for a family member or to recover from a serious illness without jeopardizing your job.

Requested leaves must be submitted before the leave begins. See the Manager of Internal ServicesManager of Internal Services for appropriate forms and specific information. When leaves are foreseeable, the employee must provide at least 30 days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

Leave may be taken for one or more of the following reasons:

- The birth of the employee’s child, or placement of a child with the employee for adoption or foster care;

- To care for the employee’s spouse, child, parent, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition;

- To care for the employee’s registered domestic partner;

- For a serious health condition that makes the employee unable to perform his or her job;

- For any “qualifying exigency” (defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or
• An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member.

a. Calculating the 12-month Period

The 12-month period is measured forward from the date the leave begins. Successive 12-month periods commence on the date of an employee’s first use of such leave after the preceding 12-month period has ended.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of FML in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

b. Leave for Employee’s Own Health Condition

The following procedure shall apply when an employee requests FML:

Please contact the Manager of Internal ServicesManager of Internal Services as soon as you realize the need for FML.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the DISTRICT at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operation of the DISTRICT. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee’s child, parent, or spouse. If the employee cannot provide 30 days’ notice, the DISTRICT must be informed as soon as is practical.

If the FML request is made because of the employee’s own serious health condition, the DISTRICT may require, at its expense, a second opinion from a health care provider that the DISTRICT chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the DISTRICT.

If the second opinion differs from the first opinion, the DISTRICT may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the DISTRICT and the employee.

The DISTRICT requires the employee to provide certification within 15 days of any request for FML, unless it is not practicable to do so. The DISTRICT may require recertification from the health care
provider if additional
leave is required. (For example, if an employee needs two weeks of FML, but following the two weeks needs intermittent leave, a new medical certification may be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for FML, the DISTRICT may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FML.

c. Leave to Care for a Family Member

If the leave is needed to care for a sick child, spouse, parent, grandparent, grandchild, sibling, or parent-in-law, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the DISTRICT, and request simultaneous leave for the birth or placement for adoption or foster care for a child, the DISTRICT will not grant more than a total of 12 workweeks family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification for the health care provider stating;

- Date of commencement of the serious health condition;
- Probable duration of the condition, and
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The DISTRICT will require certification by the employee’s health care provider that the employee is fit to return to his or her job.

Failure to provide certification by the health care provider of the employee’s fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

d. Leave Related to Military Service

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.
3. **Pregnancy Disability Leave (statutory)**

Any female employee who is disabled by pregnancy, childbirth, or a related medical condition will, upon request and approval, be granted a pregnancy disability leave (PDL) for the period or actual disability up to four (4) months.

If you require a PDL, you must notify your manager and the Manager of Internal Services as soon as possible, at least 30 days in advance if foreseeable. The written notice should specify the commencement date of the leave, the expected duration of the leave and be accompanied by a signed physician's statement. The Manager of Internal Services will provide appropriate paperwork that coincides with FML.

For employees on PDL, the DISTRICT guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless granting such a leave would substantially undermine the DISTRICT’s ability to operate the business safely and efficiently. Employees on PDL will be credited with all service prior to the commencement of their disability, but not for the period of their disability.

a. **Health and Benefit Plans**

   The DISTRICT will maintain coverage under any group health plan for the duration of the leave (maximum of 12 weeks for FML and 16 weeks for PDL) and under the conditions coverage would have been provided had you been employed continuously during the leave. If you fail to return to work at the end of the leave period, the DISTRICT has the right to collect from you the cost of the health benefit premiums. An employee who returns to work for at least 30 days is considered to have “returned to work.”

4. **Wage Replacement During Leave**

Use of wage replacement during a leave does not change the status of the leave from Unpaid to Paid.

If the employee is receiving benefits from a paid disability plan such as Worker’s Compensation or provided supplemental disability insurance, the employee may use sick pay to supplement partial wage replacement benefits as long as the employee does not receive more than he/she would
normally earn at work. If sick pay has been exhausted the employee may use vacation pay to supplement partial wage replacement benefits as long as the employee does not receive more than he/she would normally earn at work.

- If the employee is on PDL leave, the employee shall use sick leave. If sick leave has been exhausted, the employee may request use of vacation pay.

- If the employee is on PDL/FML leave, the employee shall use sick leave. If sick leave has been exhausted, the employee may request use of vacation pay.

- If the employee is on FML for baby bonding by mother after delivery, employee shall use sick leave and then vacation leave if the employee is not receiving any paid leave. If the employee is receiving paid leave, the employee may use sick leave and then vacation leave to supplement paid leave.

- If the employee is on FML for baby bonding by father of child, the employee shall use sick. If sick leave has been exhausted, the employee may request use of vacation pay.

- If the employee is on FML for employee’s own illness or injury and not receiving payments from a paid disability plan, the employee shall use sick leave. If sick leave is exhausted, the employee shall use vacation leave.

- If the employee is on FML for care of a family member, the employee shall use sick leave. If sick leave is exhausted, the employee shall use vacation leave.

- All requests for wage replacement must be made in writing (email is acceptable) to the Manager of Internal Services before the close of the relevant pay period(s).

5. Reinstatement

Under most circumstances, upon return from FML and PDL, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on FML would have been laid off had he or she not gone on leave, or if the employee’s job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee’s use of FML will not result in the loss of any employment benefit that the employee earned before using FML.

Reinstatement after FML and PDL may be denied to certain salaried “key” employees under the following conditions:
• An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;

• The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the DISTRICT’s operations;

• The employee is notified of the DISTRICT’s intent to refuse reinstatement at the time the DISTRICT determines the refusal is necessary; and

• If leave has already begun, the DISTRICT gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for FML and PDL, contact the Manager of Internal Services.

6. Intermittent Leave

Employees may take FML and/or PDL intermittently (in blocks of time/minimum 15 minute increments, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee’s immediate family (as noted above), and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. This is deemed unpaid leave. Employee may exercise wage replacement as set forth above.

7. Fit-for-Duty Exam

Before an employee returns to work from FML and/or PDL for the employee’s own serious health condition, the employee may be required to submit a fitness-for-duty certification from the health care provider stating the employee is able to resume work.

8. Personal Leaves of Absence

a. General: Employees who have been continuously employed with the DISTRICT for at least one (1) year, may, due to special circumstances, request a personal leave of absence without pay, for a reasonable period of time up to thirty (30) days. Requests for leaves of absence will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact on the DISTRICT.
b. Requests: A request must be submitted in writing and be approved in writing by the General Manager before a leave begins. A request for an extension of a leave of absence must be submitted in writing and approved in writing by the General Manager before the extended period begins. It is your responsibility to report to work at the end of the approved leave.

c. Status of Employee Benefits During A Personal Leave: The DISTRICT does not pay for group insurance premiums during any portion of a non-mandated, unpaid leave of absence beyond the end of the month in which the leave begins. Accordingly, the premiums beyond that point for such coverage are your complete responsibility and offered through COBRA. In order to keep the insurance in force, premiums for the period of the leave must be paid according to the schedule outlined in the COBRA notification form.

9. School Activity Leave

Any employee who is the parent or guardian of a child through grade 12 may request up to 40 hours off per year for the purpose of participating in school activities, locating and/or enrolling in child care, or school emergency. This time will be unpaid unless you choose to use wage replacement through accrued sick or vacation time or compensatory time off for this purpose. You will be limited to no more than eight hours off for this purpose in any one calendar month. Upon request, the DISTRICT reserves the right to require documentation for this leave.
Section V — Employee Relations

A. Standards of Conduct

The following examples are given in order to provide you some guidance concerning unacceptable behavior. If the DISTRICT chooses to correct an employee who engages in unacceptable behavior, the employee may be subject to corrective action up to and including termination. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is therefore intended to simply provide some examples:

- Poor performance.
- Using abusive or vulgar language, or causing disruption to the work place or to fellow employees or visitors.
- Unavailability for work, i.e. absenteeism or tardiness.
- Misuse of the DISTRICT’s monies.
- Conducting non-business activities during working hours.
- Any action indicating a disrespect or disregard for the DISTRICT, its vendors, suppliers or clients.
- Release of confidential information about the DISTRICT or its members.
- Falsification of forms, records, or reports including, but not limited to, time sheets, employment applications and member records.
- Possessing or bringing firearms, weapons, open containers of alcohol, illegal drugs or chemicals on or to the DISTRICT’s property.
- Insubordination, refusing to follow a supervisor’s directions, or other disrespectful conduct toward a supervisor.
- Unauthorized possession or removal of property, records, or other materials that do not belong to you.
- Smoking in restricted areas.
- Destroying or willfully damaging the DISTRICT’s or another employee’s property, records, or other materials.
- Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Leaving the DISTRICT’s property without approval prior to the end of a scheduled work day.
- Sexual harassment or other unlawful harassment of another employee.
- Giving false or misleading information during the application and/or selection process.
• Failure to report involvement in an accident occurring on the DISTRICT’s premises, or involving the DISTRICT’s equipment, or giving false information in accident or insurance reports.

• Willful failure to report to supervisor any significant omissions, errors or mistakes or accidental damage affecting work assignment, property or equipment.

• Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.

• Reporting to work under the influence of drugs and/or alcohol.

• Threatening or intimidating other employees or supervisors.

• Behavior unbecoming a DISTRICT employee; that behavior or action which would adversely prejudice public opinion of the DISTRICT.

• Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment.

• Installing unauthorized software on the DISTRICT’s computer system.

• Misuse of electronic systems (email, internet, fax) per policy.

• Inability to get along with co-workers, members’ staff, vendors, and/or Board Members.

Since all employees are "at will" employees, the employment relationship may be terminated at any time by either the DISTRICT or the employee with or without cause.

B. Attendance Policy

The DISTRICT may utilize a system of corrective action, at its sole discretion, in cases of misconduct or unacceptable performance, including absenteeism. The use of such a system does not waive either the DISTRICT’s or your right to terminate employment at any time with or without cause. If the number of absences within the most recent 12 month period, regardless of the reason, is excessive, you may be subject to corrective action, at the discretion of the DISTRICT, to make you aware of problems and to create an action plan to resolve issues. The attendance policy of the DISTRICT will be followed only to the extent allowed by law and is not meant to circumvent or abrogate any existing provisions of the FEHA, ADA, ADEA, or other state of federal law and/or regulation.

C. The Corrective Process

The corrective process may take the form of an informal discussion. If the problem persists, a written corrective may then be issued confirming you have been made aware of any problem, that an interview has taken place, and that you understand what must take place for satisfactory resolution. A second
written corrective may also be issued, with termination a possible final consequence.

As indicated in the Standards of Conduct section of this Handbook, certain instances of gross misconduct could lead to immediate termination.

D. Employee Grievances or Concerns

The DISTRICT encourages employees that may be experiencing work performance problems, employee-supervisory concerns, peer disturbances or other concerns to bring them to the attention of your respective managers or to the Manager of Internal ServicesManager of Internal Servicesor the General Manager if your manager is involved in the situation or does not respond to the complaint in a reasonable length of time.

The DISTRICT defines a grievance as an expressed dissatisfaction by employees pertaining to conditions of their employment.

In matters relating to a management employee's job demotion, reduction in salary, or employment termination, employees may present their grievances to the All other employees may present their grievances to the General Manager.

E. Alcohol-Drug Free Workplace

The DISTRICT recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its work force and can present a risk to the health and welfare of its employees and members.

In recognition of the DISTRICT’s responsibility to maintain a safe work environment and your responsibility to perform safely, the DISTRICT will act to eliminate any substance abuse, which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, substance abuse includes the use or possession of illegal drugs, alcohol or, abuse of prescription drugs, which could impair your work performance and/or ability to perform your job safely. It is expected that:

- You shall not be at work, drive a vehicle on DISTRICT business, or operate the DISTRICT’s equipment with any amount of alcohol or illegal drugs in your system which would result in a confirmed positive test; shall not use alcohol, possess open containers of alcohol, or use or possess illegal drugs while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs to any person while on duty.

- If the use of a prescription drug combined with the duties of the required job creates an unsafe working condition, this fact shall be reported to your supervisor or Manager of Internal ServicesManager of Internal Servicesprior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other actions specified by applicable statues and regulations.

- **Reasonable Suspicion Testing**
  Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed
above. In addition, when any employee has previously been found in violation of these rules, or by the employee’s own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or return to DISTRICT employment.

F. Fitness-For-Duty & Return-To-Work Evaluations

The purpose of this policy is to determine an employee’s ability to safely perform the essential job tasks of his/her job with or without reasonable accommodation. This policy is not designed or intended to supersede employer requirements under any state or federal law or regulation and will be utilized in accordance with the law.

General guidelines:

- Each employee is responsible for maintaining his/her health in such a way that the employee can perform the essential functions of his/her job with or without reasonable accommodations. If a manager has reason to question the ability of an employee to perform the essential job functions, a Fitness-for-Duty or Return-to-Work Evaluation may be requested.

- To determine the appropriateness of a Fitness-for-Duty or Return-to-Work Evaluation request, management must consult and receive approval from the Manager of Internal Services, General Manager or Chief Financial Officer.

- Time required by the employee to complete the Fitness-for-Duty / Return-to-Work Evaluation is considered work time and may require an administrative leave. Time off for prescribed treatment (after the evaluation), mandatory or otherwise, will be charged to accrued sick leave and/or compensatory time.

- Results of the evaluation will be maintained confidentially and separate from the employee’s personnel record.

- If a Fitness-for-Duty / Return-to-Work evaluation is necessary, the employee will be required to be examined by a treating, personal physician or specialist selected by the DISTRICT.

- Failure to attend a Fitness-for-Duty or Return-to-Work Evaluation may lead to disciplinary action, up to and including, termination.

G. Outside Relations/Media Contact

You are not permitted to give or report any information about the members of the DISTRICT, another employee, outside vendor, client, or consultant to anyone outside of the DISTRICT. You should forward any such request, whether verbal or written, to the General Manager for handling.

H. Prohibition of Discrimination

The DISTRICT is committed to providing a work environment that is free of unlawful discrimination. In keeping with the commitment, the DISTRICT strictly prohibits unlawful harassment on the basis of an employee’s race, sex (including breastfeeding), gender identity religious creed, color, national origin, ancestry, age (over 40), marital status, sexual orientation, or physical or mental disability.
Discrimination of anyone in or from the DISTRICT, on any of these bases, is strictly prohibited.

This policy prohibits discrimination in any form, including:

- Verbal harassment such as epithets, jokes, derogatory comments or slurs based on the person’s race, sex, religious creed, color, national origin, ancestry, age (over 40), marital status, sexual orientation, or physical or mental disability;

- Physical harassment such as assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual based on one of the categories above; and

- Visual harassment such as derogatory posters, cartoons, or drawings based on one of the categories above. Also included are emails that may be inappropriate, offensive, harassing, and/or creating a hostile work environment.

If you believe you have been or are being subjected to this kind of discrimination, and are unable to resolve (or uncomfortable attempting to address) the problem with the individual, you should promptly report it to your supervisor, any other supervisor, the Manager of Internal Services or the General Manager. All such claims will be investigated in a manner designed to protect the privacy and confidentiality of all involved and appropriate action will be taken. When appropriate, the DISTRICT may seek to resolve the matter informally. Any employee found to have discriminated against anyone in or from the DISTRICT’s work environment, based on one of the categories above will be disciplined, from verbal reprimand to dismissal, based on the circumstances.

If you have any questions about this policy, or want more information about it, please contact the Manager of Internal Services or General Manager.

I. Sexual Harassment

Sexual harassment of the DISTRICT’s employees, by any person in or from the work environment, is strictly prohibited. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual’s employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee’s performance, evaluation, assigned duties, or any other condition of employment or career development.
Sexual harassment also includes any act of retaliation against an employee for reports of violation of this policy or for participating in the investigation of a sexual harassment complaint.

Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual’s body; sexually degrading words used to describe an individual; emails that may be inappropriate, offensive, harassing, and/or creating a hostile work environment; and the display in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations. Sexual harassment conduct need not be motivated by sexual desire.

1. Guidelines for the Employee

   If you think you are being sexually harassed:

   • Say NO! Make it clear to the offender that the behavior is unacceptable to you. The harasser may not realize the advances or behavior are offensive. Sometimes a simple confrontation will end the situation.

   • Don’t let confusion and self-doubt stop you from speaking out.

   • Keep a record of dates, times, places, witnesses and nature of harassment. Such records will be very helpful if you find it necessary to pursue a formal grievance.

   • If you feel that you have been or are being sexually harassed or are aware of or suspect the occurrence of sexual harassment, or you desire counseling on coping with sexual harassment, you should immediately contact your manager, any other manager, the Manager of Internal Services, or the General Manager. This procedure is your exclusive remedy for prevention and resolution of any issues of harassment at the DISTRICT.

   • Any and all complaints will be treated with confidentiality to the extent possible. The complaint will be responded to in a timely fashion; investigated promptly and thoroughly by impartial and competent personnel; documented and tracked to insure reasonable progress; met with appropriate remedial action when misconduct is found; and afforded a timely closure. Be advised that making a complaint will not result in any retaliation against the complainant or any participant in the investigation.

   • In addition to notifying the DISTRICT about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and attempts to resolve the dispute fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC
and the courts have the authority to award monetary and nonmonetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC at the locations listed in the District DFEH poster or by checking the State Government listings in the local telephone directory.

- Maintain strict confidentiality ensuring the privacy of all parties concerned.

2. Disciplinary and/or Corrective Action

Any employee found to have sexually harassed anyone in or from the DISTRICT’s work environment will be disciplined, from verbal reprimand to dismissal, based on the circumstances.

J. Workplace Violence

The safety and security of employees and customers are very important to the DISTRICT. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another’s work performance or the DISTRICT’s ability to execute its daily business will not be tolerated.

To ensure that the DISTRICT maintains a workplace safe and free of violence for all employees, the DISTRICT prohibits the possession or use of dangerous weapons on DISTRICT property. A license to carry the weapon on DISTRICT property does not supersede this policy. DISTRICT property is defined as all DISTRICT owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the DISTRICT ownership or control. This policy applies to all vehicles that come onto DISTRICT property.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on DISTRICT property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off DISTRICT property, but directed at DISTRICT employees, DISTRICT members or the public while conducting business for the DISTRICT, is a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from DISTRICT property, termination of business relationships with that individual, and/or prosecution of the person(s).

Employees are responsible for notifying the Manager of Internal Services, General Manager, or any other supervisor of any threats, which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on DISTRICT property or in connection with employment.

Any employee that receives a protective or restraining order that lists
DISTRICT premises as a protected area is required to provide the
Manager of Internal Services with a copy of such order.
K. Request for Reasonable Accommodation

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the DISTRICT will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Manager of Internal Services and your supervisor to discuss the need for an accommodation. The DISTRICT will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job.

Interactive Process

An interactive good faith communication process between the DISTRICT and a disabled employee is required in selecting an appropriate reasonable accommodation, if one exists. This is a timely individual process where management and the individual discuss the request and effective reasonable accommodation(s). In general, the DISTRICT will initiate an interactive process when:

(1) an applicant or employee with a known disability requests a reasonable accommodation, (2) the DISTRICT otherwise becomes aware of the need for an accommodation through a third party or by observation, or (3) the DISTRICT becomes aware of the possible need for an accommodation because the employee has a disability and has exhausted leave under the Workers' Compensation Act, FML, or other federal, state or employer leave provisions, if applicable.

The following is a non-exclusive list of the considerations when reviewing a request for accommodation:

- The essential functions of the job.
- Conduct and independent assessment.
- How the disability limits performance of the essential functions.
- Identify accommodation options that overcome limitations and determine the reasonableness of the proposed accommodations.
- Select the most appropriate reasonable accommodation, if one exists.

If an accommodation request is made, the DISTRICT will initiate the interactive process and confer with the individual applicant or employee, as necessary, until the interactive process is complete and/or a reasonable accommodation, if any, is determined.

L. Employment Duration

The relationship between you and the DISTRICT is based on the mutual consent of both parties. Accordingly, either you or the DISTRICT can terminate the employment relationship at any time, unless an employment contract
containing terms to the contrary exists.
M. Employment Reference Checks

All inquiries regarding a current or former DISTRICT employee must be referred to the Manager of Internal Services or the General Manager.

Should you receive a written request for a reference, you must refer the request to the Manager of Internal Services for handling. You may not issue a reference letter to any current or former employee without the permission of the General Manager.

Under no circumstances should you release any information about any current or former DISTRICT employee over the telephone. All telephone inquiries regarding any current or former employee of the DISTRICT must be referred to the Manager of Internal Services.

In response to an outside request for information regarding a current or former DISTRICT employee, the Manager of Internal Services, or designated staff member, will verify only an employee’s name, dates of employment, and job title. No other data regarding any current or former DISTRICT employee will be released unless the employee authorizes the DISTRICT to release such information in writing or the DISTRICT is required by law to furnish any information.

If, however, you are contacted to give a personal reference regarding a current or former DISTRICT employee, you are permitted to do so and should emphasize to the inquirer that the reference is personal only and not on behalf of the DISTRICT.

Failure to follow these directions may be cause for corrective action up to and including termination.

N. Off-Duty Conduct/Conflict of Interest

While the DISTRICT does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the DISTRICT’s legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the DISTRICT’s or their own integrity, reputation or credibility.

Conduct on the part of an employee that adversely affects the DISTRICT’s legitimate business interests or the employee’s ability to perform his or her job will not be tolerated.

While employed by the DISTRICT, employees are expected to devote their energies to their jobs with the DISTRICT. The following types of outside employment are strictly prohibited:

- Employment that conflicts with an employee’s work schedule, duties and responsibilities;
- Employment that creates a conflict of interest or is incompatible with the employee’s employment with the DISTRICT;
• Employment that impairs or has a detrimental effect on the employee’s work performance with the DISTRICT;
• Employment that requires the employee to conduct work or related activities on the DISTRICT's property during the DISTRICT's working hours or using the DISTRICT's facilities and/or equipment;

• Employment that directly or indirectly competes with the business or the interests of the DISTRICT.

Employees who wish to engage in outside employment that may create a conflict of interest must submit a written request to the General Manager explaining the details of the outside employment. If the outside employment is authorized, the DISTRICT assumes no responsibility for the outside employment. The DISTRICT shall not provide workers' compensation coverage for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time. If an employee has any doubts, it is recommended that a written request be submitted to insure there are no future problems.

O. Anti-Fraud/Ethics Policy

The DISTRICT and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their supervisor.

The DISTRICT expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with DISTRICT suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud, and/or dishonesty, they should immediately communicate all facts to their supervisor, any Director, or the General Manager.

P. Children At Work

In the event of an “emergency situation” where you find it necessary to bring your child to the workplace, the DISTRICT will deem this acceptable under the following circumstances:

• The event must be an emergency, (i.e. not a scheduled day off from school; choice of not hiring a baby-sitter; a rare, unusual, and infrequent event), or

• A short term event (i.e. picking up from school, time between doctor appointment, etc.).

• You must get prior approval from your manager.

• Your child must not be disruptive. If this occurs, you and your child will be asked to leave immediately.

• This should not be a “social event.” Your child should be situated in a quiet, out-of-the-way place, such as an unused conference room.

• Your child must not interfere with your job or your co-workers.
The DISTRICT prefers that children not be brought to the office in lieu of child care. If you need to take time off to care for your child, you can utilize accrued sick leave (see Kin Care and Family Leave policies), vacation, request time without pay, or make other arrangements.
Section VI — Safety

A. Injury & Illness Prevention Program

The DISTRICT greatly values the safety and health of all of its employees and is committed to providing a safe and healthful workplace. This will be accomplished through the establishment, implementation, and maintenance of an effective Injury & Illness Prevention Program (IIPP).

1. Responsibilities

The CEO, Andy Sells, is assigned responsibility for implementing the IIPP.

An Injury/Illness Prevention Program (IIPP) administrator, (Safety Program Administrator) is delegated the authority and responsibility for administering the provisions of this program for DISTRICT. The DISTRICT’s Safety Program Administrator is responsible for reporting to management any safety issues or concerns and for suggesting corrective actions. The Safety Program Administrator will be appointed by the CEO.

The Safety Program Administrator will be the Risk Management Program Manager.

a. Management:

- Responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the IIPP;
- Make a copy of the IIPP available to their employees; and
- Provide the necessary leadership and resources to administer an effective program.

b. Supervisors:

- Responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the IIPP;
- Know the program and provide the necessary leadership to insure its success;
- Provide employees with necessary training; and
- Be a good example.

c. Employees:

- Know the program and give it your total support;
- Learn the hazards of your trade, and practice safe behavior; and
- Help fellow employees to prevent accidents.

2. Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all workers.
Managers and supervisors are expected to enforce the rules fairly and uniformly.

All workers are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

Our system of ensuring that all workers comply with the rules and maintain a safe work environment includes:

- Informing workers of the provisions of our IIPP;
- Evaluating the safety performance of all workers;
- Recognizing workers who perform safe and healthful work practices;
- Providing training to workers whose safety performance is deficient; and
- Disciplining workers for failure to comply with safe and healthful work practices. The DISTRICT will not tolerate unsafe acts by its employees. If any employee violates safety and health policies and rules, or otherwise do not perform their job in a safe and healthful manner, they will be subject to appropriate corrective action, up to and including termination.

3. Communication of Safety and Health Information

The DISTRICT recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

- This information shall include:
- The DISTRICT’s safety and health policies;
- The DISTRICT’s safety and health rules and regulations; and
- New work procedures.

The Safety Program Administrator and/or management may recommend topics or entire articles for distribution and consideration.

Employees are encouraged to share safety and health ideas, information, and concerns with the DISTRICT’s management. The DISTRICT will give these communications prompt and serious attention. As part of this commitment, the DISTRICT pledges not to discriminate or take any type of corrective action against any employees who express their safety concerns. The suggestion box in the workroom may be used to submit these concerns if any employee wishes to remain anonymous.

The DISTRICT will provide employees with up-to-date safety and health information that is readily understandable. The information will be presented through:

- New employee orientation;
- Staff Q&A’s;
● During department meetings by the department manager;
● Posters in the break room;
● The monthly Risk Control Bulletin;
● A safety suggestion box for workers to anonymously inform management about workplace hazards

4. Safety and Healthful Work Practices

The DISTRICT shall comply with Cal/OSHA and other safety and health rules and regulations that apply.

The DISTRICT recognizes its responsibility to create a safe and healthful workplace for all employees. However, each employee must also share in this responsibility. Specifically, every employee:

● Is responsible for the safe operation of all of the DISTRICT’s equipment, tools, machinery, vehicles, or other DISTRICT property in their charge.
● Must not remove or inactivate any established safeguards. Mechanical safeguards must be in place at all times.
● Must immediately report any machine, tool, or equipment malfunctions to his/her supervisor. Supervisors shall investigate and take the necessary steps to correct the malfunction as soon as possible.
● Must wear appropriate personal protective equipment when required. This personal protective equipment shall be provided and maintained by the DISTRICT. Failure to wear the required equipment is cause for disciplinary action.
● Shall follow beneficial ergonomic criteria and adjustments.
● Will utilize defensive driving techniques supported by the DISTRICT while driving on the DISTRICT’s business.
● Report accidents, injuries, exposures, and incidents to their immediate supervisor and any other supervisor.

5. Hazard Assessment

Annual inspections to identify and evaluate workplace hazards will be conducted by the System Program Administrator and one employee volunteer. These inspections will also be conducted when:

● New processes, substances, procedures or equipment which present potential new hazards are introduced into our workplace;
● New, previously unidentified hazards are recognized;
● Occupational injuries and illnesses occur;
● Workplace conditions warrant an inspection.
Periodic inspections consist of identification and evaluation of workplace hazards utilizing the checklists provided by Risk Management.

6. **Hazard Correction**

Unsafe or unhealthy work conditions, practices, or procedures will be corrected in a timely manner based on the severity of the hazards. The inspection checklist will be presented to management and the hazards will be corrected in accordance with the following:

- When observed or discovered;
- When an imminent hazard exists which cannot be immediately be abated without endangering employees or property, all exposed workers will be removed from the department except those necessary to correct the existing condition. The employees necessary to correct the existing condition will be trained to handle the condition and be provided with necessary protection.
- All corrective actions taken and the dates they are completed will be documented and maintained by the Building Manager.

7. **Training**

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction will be provided as follows:

- When the IIPP is first established;
- To all new employees;
- To all employees given new job assignments for which training has not been previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
- To all employees with respect to hazards specific to each employee’s job assignment.

8. **Record Keeping**

The following procedures are taken to maintain the DISTRICT IIPP:

- Records of hazard assessment inspections, including the names of persons conducting the inspection, the date and unsafe work conditions and practices that have been identified and the action taken to correct the identified unsafe work conditions and work practices will be documented. These records, will be retained for at least five (5) years
• Documentation of safety and health training for each employee, including the employee’s name training dates, type of training will be recorded on the training database.

B. Ergonomics

The DISTRICT encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. It is our intention to reduce exposure to ergonomic hazards through modifications to equipment and process and employee training. Any necessary, reasonable adjustments to minimize workplace repetitive motion injuries will be considered and made. If you require any adjustments or have any concerns or questions about ergonomics, be sure to discuss the matter with your supervisor, the Manager of Internal Services or the General Manager. Employees are encouraged to complete the General Office Ergonomics on-line class for information on preventing injuries.

C. Bomb Threats And/Or Threatening Calls

Should you receive a threatening phone call, remain calm and try to write down the exact wording of the emergency/threat. A form is included in the security section of the employee binder for use in this event. Be sure to notify a manager immediately, and if appropriate, phone 9-1-1.

D. Driving on The Job

The DISTRICT has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. This is a free service for public agencies that provides driver record reports on employees. Employees include temporary, seasonal, and part-time employees and volunteers.

1. Procedures

   The DISTRICT obtains from the DMV a copy of the driving record of all of its employees that are authorized to operate vehicles (DISTRICT or personal) on the DISTRICT’s business.

   a. As a public agency, the DISTRICT is entitled to receive copies of driving records from the DMV without charge.

   b. A copy your driving record shall be obtained as soon as possible after you are hired and annually thereafter.

   c. The DISTRICT is responsible for ordering and interpreting all driving records.

   d. To ensure uniformity in the application of recommendations to employees whose records are found to be unacceptable, the driver record review criteria was developed. (See: “2. Driver Record Review Criteria” in this section)

   e. Occasionally other concerned employees or the general public may bring to the DISTRICT’s attention the fact that you may be jeopardizing the DISTRICT’s integrity and exposing it to undue
liability through poor driving
techniques and habits. All such complaints will be investigated immediately and action taken to correct the problem as follows:

- If it is established that you have poor driving techniques and/or habits, the DISTRICT’s corrective action may be followed. (Depending on the seriousness of the poor driving technique and/or habit, it may be desirable to enroll you in a “defensive driving” course.)

- A second warning for the same poor driving technique and/or habit, within a three year period, may require temporary suspension or temporary reassignment to a non-driving position and will be appropriately documented.

f. If your duties require driving a vehicle, you must maintain a driving record that will not cause the DISTRICT’s insurance rate to be increased or for you to become uninsurable. Any such actions could lead to disciplinary action.

g. If your duties require driving a vehicle, you must provide proof of insurance at least annually.

2. Driver Record Review Criteria

The following criteria reflect the good risk management procedures used by the DISTRICT in order to control its auto liability and physical damage exposures. The Manager of Internal Services will review your Driver Record Report to determine which category you will fall into.

a. Class I -- Immediate Attendance in Defensive Driving Program.
   - Two points within 35 months;
   - Any moving violation in a DISTRICT vehicle;
   - Any accident; or
   - Two **Failure to Appear notices within 36 months.

b. Class II -- 12-Month Driving Probation. Any additional point violations within this probation period will trigger a Class III recommendation.
   - Three to five points within 36 months;
   - Any accident in which the driver was charged with a ***publicoffense within 36 months, except for DUI, reckless driving, or speed contest violations (see Class III);
   - Any *chargeable accident while on DISTRICT business;
   - A violation for an expired license; or
   - Four ** Failure to Appear notices within 36 months.

c. Class III -- 120 Day Suspension of DISTRICT Driving Privileges.
   - Four or more points within 24 months;
E. Cellular Phone Safety

The use of cellular phones while driving on DISTRICT business is considered a dangerous distraction and is prohibited. If your job requires you to keep your cell phone turned on while driving, you must safely pull off the road and stop before conducting business. Under no circumstances may a driver initiate or answer a cellular phone call or text message while driving a vehicle on company time.
Section VII — Staff Expense Reimbursement Guidelines

The DISTRICT will fully compensate employees for all reasonable and prudent expenses incurred in the course of business as described below:

A. Credit Card Use

Credit cards will be issued to specific employees who either travel on a regular basis on DISTRICT business, or have the need to frequently purchase supplies or services. Credit cards should be used only for legitimate, approved business of the DISTRICT, subject to the following regulations. These cards should be used for all approved expenses as authorized in this section.

- No personal items may be charged on the business credit card;
- All charges must be in line with travel guidelines or as approved by management; and
- Receipts must be signed by a manager and submitted to Finance within one week of making the charge.

B. Employee Incurred Expenses

Expenses under the amount of $50, which are incurred by employees for DISTRICT purposes will be reimbursed through its petty cash checking account. Expenses over that amount will be reimbursed through normal accounting procedures after you have completed and submitted an expense report. All expenses must be approved in advance by management before submitting to Finance for reimbursement.

C. Mileage

The mileage reimbursement rate to operate privately-owned vehicles will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance should be calculated from destination to destination. Any employee incurring out-of-pocket expenses due to traffic accidents while on DISTRICT business (i.e. deductibles), may be reimbursed by the DISTRICT.

Those of you driving private vehicles on DISTRICT business will be required to attend a formal defensive driving class every four years and one TargetSolutions on-line class every two years. You will also be enrolled in the state of California PULL program that monitors driving records for public employees. In addition, you are required to provide the DISTRICT with proof of insurance coverage for your personal vehicle.

You are expected to practice good defensive driving techniques and operate the vehicle in a safe and responsible manner.

D. Air Travel

It is preferred that employees to use Southwest Airlines when traveling on DISTRICT business, unless you are able to secure a less expensive ticket through another airline or Southwest does not fly to your destination. It is a requirement
to book flights timely in order to avoid last minute charges, unless approved in advance by management.

Employees make their own reservations either by going on-line or calling (800) 435-9792 for Southwest.

Employees are normally expected to use the least expensive fare when choosing flights. Although you are not asked to take flights with “crazy schedules” or stay over a Saturday to save money, if it is cost beneficial to the DISTRICT and you choose, the additional expenses will be reimbursed.

E. Car Rentals

The DISTRICT’s policy is to allow you to rent a mid-size automobile where you get the best rate and most convenient rental.

When renting a car on DISTRICT business, use your DISTRICT issued corporate credit card and do not purchase additional car rental loss and damage coverage. Do not accept direct billing if offered because it negates this coverage. The coverage is primary and no deductible applies. Exclusions are for pickups, trucks, RVs, exotic and antique autos.

F. Meals

The DISTRICT will provide up to $65 per day for full-day travel expenses and up to $35 per day for half-day travel expenses. Special circumstances will be required to justify reimbursement for amounts above these limits. Tipping can generally be up to 19%.

G. Lodging

The reimbursement rate should not exceed $135 per night, exclusive of tax, or whatever is a reasonable rate in the area. Staff members should always try to get a government rate whenever possible. Management approval is required for lodging fees that are far beyond the rate listed. At ACWA Conferences, the reimbursement rate shall be the rate set for single rooms for the Conference.
H. Cab/Shuttle from Office

At times it may be more cost effective and/or convenient to utilize a cab, shuttle, or other services such as Uber and Lyft from the office/your home to the airport (consider mileage, parking fees, etc.). The Admin Department has information on local providers, the Director of Finance has information on the Uber Business contract. Please check these options if appropriate while travelling.

I. Expense Reports

Expense Reports should be submitted within one week of return.
Section VIII — Around The Office

A. Dress & Grooming Standards

While the DISTRICT has no formal dress code, it is expected that you will dress in a manner consistent with good business practices. The basic rule is “Nothing too tight, short, ragged, or dirty. If in doubt, don’t wear it!”

The following guidelines should be practiced by employees:

- Professional clothing (coats, ties, dresses, and nylons) is not required on a daily basis.

- Professional clothing should be worn on days when professional contact is expected, including Board and committee meeting days.

- The following are not appropriate during normal working hours:
  - mini-skirts
  - jeans
  - halter/tube/crop type tops (including tank top t-shirts and any backless tops)
  - athletic clothing
  - sheer clothing
  - thongs/flip flops
  - form fitting clothing
  - t-shirts
  - torn, cut, or frayed clothing
  - clothing with obscene messages or artwork
  - hats or headgear (except those worn for acceptable religious reasons)

The exception to this requirement would be when prior approval has been given by the General Manager that a “casual day” has been designated.

B. Telephone Calls

The DISTRICT understands that you may need to speak with your family or tend to non-business activities at times, but requests cooperation in keeping personal calls to reasonable levels. Please note, all phone calls should be considered public information and subject to surveillance. Any confidential calls should be conducted elsewhere. All communication can be disclosed to law enforcement or other third parties without prior consent of the sender and/or receiver.

If you travel on a regular basis, you will be issued a cellular phone.
C. Electronic Communications Policy

The DISTRICT uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, PDAs, etc. All electronic communications are official DISTRICT records and are the property of the DISTRICT. The DISTRICT reserves the right to access and disclose all messages sent through its system for any purpose.

Messages transmitted over the electronic communications system should be limited to DISTRICT business activities, for the accomplishment of business related tasks, or communications directly related to DISTRICT business, administration, or practices. The following general policies apply:

The following general policies apply:

- Computers and all data transmitted through DISTRICT servers are DISTRICT property owned by the DISTRICT for the purpose of conducting DISTRICT business. These items must be maintained according to DISTRICT rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any DISTRICT property may be removed from the premises.

- All electronic communications also remain the sole property of DISTRICT and are to be used for DISTRICT business. For example, email messages are considered DISTRICT records.

- Electronic information created by an employee using any computer or any means of electronic communication is also the property of DISTRICT and remains the property of DISTRICT.

- Information stored in DISTRICT computers and file servers is the property of the DISTRICT and may not be distributed outside the DISTRICT in any form whatsoever without the written permission of the DISTRICT General Manager.

- Violation of any of the provisions of this policy, whether intentional or not, will subject DISTRICT employees to disciplinary action up to, and including, termination.

1. Personal Use of Electronic Communications Systems

The DISTRICT provides computers, electronic communications, electronic information, and information technology resources, including the Internet, to its employees to help them do their job. Generally, these resources and property should be used only for business related purposes; however, there are a few exceptions. Limited, occasional, or incidental use of electronic communications for personal use may be permitted under the following circumstances

- Personal use may not interfere with the productivity of the employee or his/her co-workers;

- Personal use may not involve any prohibited activity described in this
Policy:
• Personal use may not disrupt or delay the performance of DISTRICT business;

• Personal use may not consume DISTRICT resources or otherwise deplete system resources available for DISTRICT business purposes;

• Personal use may not be used for personal employee gain or commercial ventures;

• Personal use may not support or advocate non-DISTRICT-related business purposes; and

• The DISTRICT’s record retention program is regulated by various record retention laws.

2. Retention of E-mail

No e-mail messages shall be considered by the DISTRICT to be retained in the ordinary course of business. However, the content of some e-mail messages could be classified as a record pursuant to the guidelines established by management and to the following criteria:

• Content required by law to be retained;

• Content which is documentation of notice to a member of the public of an action or position taken on behalf of the DISTRICT;

• Content which is documentation of a DISTRICT policy, DISTRICT regulation, or official decision made on behalf of the DISTRICT;

• Content which is documentation of a transaction of business between the DISTRICT and another party; and

• Employees should make themselves familiar with the provisions of the DISTRICT’s Records Retention Policy to determine if an email is required to be maintained as a printed and/or electronic document.

3. Access of Another Person’s Electronic Communications

Employees may not intercept, eavesdrop on, record, read, alter, retrieve, receive, send, or use another person’s Electronic Communications and/or storage without proper authorization. Employees, including system administrators and Supervisors, may not, without authorization, peruse Electronic Communications and/or Electronic Storage of other employees.

4. DISTRICT-Wide Web Site Policies

The external (or public) DISTRICT World Wide web site and all domains owned and maintained by the DISTRICT represent a fundamental communication tool for providing critical DISTRICT information. The goal of the collective web sites is to encourage increased participation in DISTRICT activities. The internal intranet [Name] web site provides fundamental and critical information to all employees to assist in accomplishing the DISTRICT’s mission. Towards this end, the development
and use of the DISTRICT's sites are guided by the web site policy:
The DISTRICT’s IT Department is responsible for advising departments regarding the creation and implementation of their respective web sites, helping departments to comply with the web policies, and maintaining and securing the web servers and web site.

- The DISTRICT’s web site is for “official use” only. All information disseminated through the web site must be related to the official duties and responsibilities of employees and department.

- The California Public Records Act applies to information processed, sent, and stored on the Internet. Confidential information should not be posted on the DISTRICT’s external web site. Management must approve all information that is posted on the web site.

- No DISTRICT employee or official may use any DISTRICT web site for campaign-related purposes. Such campaign-related purposes include, but are not limited to, the following: statements in support or opposition to any candidate or ballot measure; requests for campaign funds or references to any solicitations of campaign funds; and references to the campaign schedule or activities of any candidate. The DISTRICT official web site may not be linked to any private web site related to a candidate’s campaign for elective office, but it may link directly to the home page of the election-related pages where general election and candidate information can be found.

5. Internet

Access to the Internet has been provided to staff members for the benefit of the DISTRICT and its members. It allows employees to connect to information resources around the world. Every staff member has the responsibility to maintain and enhance the organizations’ public image and to use the Internet in a productive manner. Employees accessing the Internet are representing the DISTRICT. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. To ensure that all employees are responsible, productive Internet users and are protecting DISTRICT’s public image, the following guidelines have been established:

a. Unacceptable Use of the Internet

All existing DISTRICT policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of DISTRICT assets or resources. It is a violation of DISTRICT policy to use computers, electronic communications, electronic information, or the Internet, in a manner that is: discriminatory, harassing, or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against DISTRICT policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

While it is not possible to provide an exhaustive list of every type of
inappropriate use of the Internet, all users should be aware that
appropriate use of the Internet includes, but is not limited to, the following rules:

- Never use an account assigned to another user;
- Never make an unauthorized attempt to enter any computer;
- Never post, send, or provide access to any confidential Employer materials or information;
- Never post or send publications of discriminatory, offensive, harassing, defamatory, or confidential remarks about other employees;
- Never access or send sexually-suggestive material;
- No gambling;
- No trademark, copyright, and licensing stipulation infringements;
- No proprietary and confidential information;
- No solicitation, according to the DISTRICT’s policy;
- No personal sites; and
- No threatening or inappropriate blogs.

b. Communications

Each employee is responsible for the content of all text, audio, or images that they place or send over the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated over the Internet should have your name attached. No messages should be transmitted under an assumed name. Employees may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane, or offensive language is transmitted through the system.

c. Monitoring of Communications and Passwords

The DISTRICT reserves the right to inspect all DISTRICT property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee’s presence. DISTRICT computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The DISTRICT reserves the right to access, review, and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems, and other digital archives and to access, review, and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of DISTRICT policy or any law occurs. E-mail may be monitored by the DISTRICT and there is no expectation of privacy. Assume that e-mail
may be accessed, forwarded, read, or heard by someone other than the intended recipient, even if marked as private.”

Employee passwords may be used for purposes of security but the use of a password does not affect the DISTRICT’s ownership of the electronic information or ability to monitor the information. The DISTRICT may override an employee’s password for any reason.

All passwords created by the user or issued to the user are for the purpose of communication and are not to be shared, given, or otherwise disclosed to any other person. Passwords must not be shared and will be changed periodically by the DISTRICT staff to ensure security. All security features contained within the DISTRICT’s Electronic Communications Systems such as passwords, codes, or delete functions will not prevent the DISTRICT from accessing employees’ business or personal Electronic Communications, stored or otherwise, on the Electronic Communications Systems.

d. No Right of Privacy

The DISTRICT respects the individual privacy of its employees. However, employee privacy does not extend to the employee’s work-related conduct or to the use of DISTRICT-provided equipment or supplies. Employees should be aware that the terms of this Policy limit their privacy in the workplace.

The DISTRICT’s Electronic Communications Systems, Electronic Communications, and Electronic Storage are the DISTRICT’s property and are intended for DISTRICT business. All Electronic Communications and Electronic Storage within these systems are the property of the DISTRICT, regardless of the content, including any personal communications. The DISTRICT reserves the right to monitor the Electronic Communications Systems for any reason, including the right to review, audit, and disclose all matters sent over and/or stored in the Electronic Communications Systems.

As a result, employees should be aware that no Electronic Communications transmitted on the Electronic Communications Systems, or Electronic Storage contained within the systems, is private or confidential. Employees should have no expectation of privacy with respect to any use, including storage, business, or personal, of the DISTRICT’s Electronic Communications Systems.

Employees should be aware that Electronic Communications and/or Electronic Storage can be copied, modified, and/or forwarded to others without the express permission of the original author. Therefore, employees must use caution in the storage, transmission, and dissemination of Electronic Communications outside of the DISTRICT and must comply with all state and federal laws. Electronic Communications and/or Electronic Storage of the DISTRICT may be recognized as official records in need of protection/retention in accordance with the laws of California. All e-mail and Internet
messages are subject to state and federal laws, including but not limited to the California Public Records
Act, open meeting laws, and the federal Electronic Communications Privacy Act.

The California Public Records Act (CPRA), Government Code Section 6520, *et seq.* requires the DISTRICT to make all public records available for inspection and to provide copies upon request. A public record is any writing (which includes electronic documents) related to the conduct of the public’s business prepared, owned, used, or retained by the DISTRICT. The CPRA includes a number of exceptions from the disclosure requirement. Any information on the DISTRICT’s information system may be subject to disclosure under the CPRA. If there is some doubt, the employee should contact his or her department supervisor for advice as to whether the information is public record. All public records must be retained in accordance with the DISTRICT’s Record Retention Policy.

6. Social Networking

The DISTRICT views social networks such as web based discussion or conversation pages and other forms of social networking such as Facebook, Twitter, You Tube, etc., as significant new forms of public communication. As such, we hold all of our employees who engage in social networking to the same standards we hold for any public communications. Therefore, all employees have an obligation to the DISTRICT to ensure that any public communication they make, including social networking communications, must not negatively impact the reputation of the DISTRICT or bring disrepute in any way to the DISTRICT, its partners, customers, suppliers, etc. Further, only a select group of employees are authorized to publicly speak on behalf the DISTRICT, per our Media Contact policy. Violations of this policy will result in discipline, which may include termination, depending on the severity of the situation and its impact on the DISTRICT.

Additionally, engaging in social networking during your workday can negatively impact your productivity and work performance. Therefore, it is your responsibility to regulate your social networking so that it does not impact your productivity or cause performance issues.

Identified below are general guidelines and examples of prohibited communications. Please note that this list contains examples only and is not intended to be, nor is it, an exhaustive list of prohibited communications. The absence of, or lack of explicit reference to, *a specific site does not limit the extent of the application of this policy.* Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with your manager or supervisor if you are uncertain.

**General Guidelines and Examples of Prohibited Communications:**

- You may not use the DISTRICT’s logo on your posts unless given written consent by the General Manager.

- Do not link to the DISTRICT’s website or post DISTRICT material on a
social media site without written permission.
7. **Software**

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software or applications. All software downloads will be done through the Technology Services staff.

8. **Mobile Device Policy**

DISTRICT grants its employees the privilege of purchasing and using smartphones and tablets of their choosing at work for their convenience. DISTRICT reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below. This policy is intended to protect the security and integrity of DISTRICT’s data and technology infrastructure.

Limited exceptions to the policy may occur due to variations in devices and platforms. DISTRICT employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network.

_a._ **Policy and Guidelines for DISTRICT-Provided Mobile Device**

The following policy and guidelines inform DISTRICT-provided mobile device users of their allowable usage and features available for business and limited personal use. This document also serves to make clear the responsibility of mobile device users to take proper care of the DISTRICT furnished equipment entrusted to them. Mobile device care is the responsibility of each mobile device user. Failure to adhere to the guidelines listed below may result in personal liability and/or retraction of device privileges.

_b._ **DISTRICT expects mobile-device users to:**

- Protect their DISTRICT-issued device from theft, damage, abuse, and unauthorized use;

- If the device is lost or stolen, the user will notify the DISTRICT Help Desk within one hour, or as soon as practical after you notice the device is missing. DISTRICT IT will lock and disable the device upon notification. A lost or stolen device will be replaced a maximum of three times, pending availability of devices and funding;

- Maintain usage within the plan parameters. If your business use requirements are dramatically different than the standard plan, you must contact the Director of Finance to discuss other available options; Comply with DISTRICT appropriate use policies when using the device found in Section VIII –Around The Office, C. Electronic Communications Policy;
• Abide by the law governing the use of mobile cell phones and/or smartphones while driving (e.g., hands-free use and/or texting); and

• Purchase any additional mobile device accessories (e.g., holsters, cases, car chargers, screen protectors, Bluetooth headsets, etc.) that the user may desire in addition to the items provided by the DISTRICT.

c. Privacy Expectations:

DISTRICT employees do not have a right, nor should they have an expectation, of privacy while using DISTRICT provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the DISTRICT provided device for limited personal use. By acceptance of the DISTRICT provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed through that device.

d. Additional Guidelines:

• WRD Director of Finance has complete oversight and management of device usage and expenses.

• The DISTRICT-provided devices are being provided as a productivity tool for business use. DISTRICT reserves the right to terminate services for non-use, limited business use, or excessive personal use. The policy for terminating voice and data services for non-use is 30 days.

• Due to voice plan minute restrictions, employees should opt to use their work landline phone, when at their workstation, to make and receive calls.

• Assistance or support is handled by the DISTRICT Helpdesk.

• International roaming services may be available on a temporary basis for business travel only. Data rate plans for e-mail and broadband cards are an additional cost to DISTRICT for mobile device users traveling outside the continental United States. Contact the Director of Finance 30 days prior to travel to request temporary international roaming feature, if you have official DISTRICT travel plans abroad. Failure to add the international roaming feature could result in cost overages for which the Agency will not be responsible.

• DISTRICT reserves the right to recall/disconnect DISTRICT-provided mobile devices due to budget restrictions or changes to deployment priorities.

Questions related to the above Policy and Guidelines should be directed to your supervisor.

e. Bring Your Own Device (BYOD) – Policy and Rules of Behavior
This document provides policies, standards, and rules of behavior (ROB) for the use of personally-owned smart phones and/or tablets by DISTRICT employees (herein referred to as users) to access DISTRICT network resources. Access to and continued use of network services is granted on condition that each user reads, signs, respects, and follows the DISTRICT’s policies concerning the use of these devices and services.

f. Current Devices Approved for Use During BYOD Pilot:

   Android Smart Phones & Tablets
   Blackberry Smart Phones & Playbook
   iOS iPhones & iPads

Expectation of Privacy: DISTRICT will respect the privacy of your personal device and will only request access to the device by technicians to implement security controls, as outlined below, or to respond to legitimate discovery requests arising out of administrative, civil, or criminal proceedings (applicable only if user downloads DISTRICT email/attachments/documents to their personal device).

This differs from policy for DISTRICT-provided equipment/services, where DISTRICT employees do not have the right, nor should they have the expectation, of privacy while using DISTRICT equipment or services. While access to the personal device itself is restricted, DISTRICT Policy and Rules of Behavior regarding the use/access of DISTRICT e-mail and other DISTRICT system/service remains in effect. If there are questions related to compliance with the below security requirements, the user may opt to drop out of the BYOD program versus providing the device to technicians for compliance verification.

Virtual Private Network (VPN) BYOD access is available for senior executives or management and requires approval of the General Manager (CEO). Currently this access is only available for Apple iOS iPad devices. Access is not been approved for Android devices.

g. Overall Requirements for all BYODs Accessing DISTRICT Network Services:

   • User will not download or transfer sensitive business data to their personal devices. Sensitive business data is defined as documents or data whose loss, misuse, or unauthorized access can adversely affect the privacy or welfare of an individual (personally identifiable information), the outcome of a charge/complaint/case, proprietary information, or agency financial operations. This excludes DISTRICT e-mail that is protected through the various security controls listed below;

   • User will password protect the device;

   • User agrees to maintain the original device operating system and keep the device current with security patches and updates, as
released by the manufacturer. The user will not “Jail Break” the
device (installing software that allows the user to bypass standard built-in security features and controls);

- User agrees that the device will not be shared with other individuals or family members, due to the business use of the device (potential access to DISTRICT e-mail, etc.);

- User agrees to delete any sensitive business files that may be inadvertently downloaded and stored on the device through the process of viewing e-mail attachments. DISTRICT IT will provide instructions for identifying and removing these unintended file downloads. Follow the premise, “When in Doubt, Delete it Out.”

h. Accessing DISTRICT (e-Mail/Calendar) Services

- If the device is lost or stolen, the user will notify the DISTRICT Help Desk within one hour, or as soon as practical after you notice the device is missing. DISTRICT IT will lock the device, and e-mail on the device will be deleted, if possible.

- Users must comply with all DISTRICT password policies, including use of strong passwords, password expiration, and password history.

i. Backing-Up / Storing documents on Non- DISTRICT Servers

- User will not download/transfer sensitive DISTRICT business data/documents to any non- DISTRICT device.

j. Use of Virtual Private Network (VPN) to access Network Services

- Users must have a need to access internal DISTRICT resources, such as the iVos, Document Management System, NavRisk, Network drives, etc., as required by her/his position and duties.

- Users may only use DISTRICT approved and configured VPN client software to access DISTRICT’s VPN.

- Users must comply with all DISTRICT Password Policies on their device, including use of strong passwords, password expiration (6 months), and password history (3).

- Users will immediately notify IT if the device is lost or stolen, at which point DISTRICT will lock the device and disable the user’s VPN access.

9. Violations

Violations of any guidelines listed above may result in disciplinary action up to, and including, termination. If necessary, the DISTRICT will advise appropriate legal officials of any illegal violations.

D. Voice Mail
The phone system is equipped with a very efficient and easy to use voice mail system. You should change your voice mail message daily and also be sure to leave a message if you are going to be out of the office.
E. Smoking

In accordance with California State law, the entire building is considered a non-smoking area, including use of e-cigarettes. An ashtray and smoking area are provided by the handicap walkway in front of the building.

F. Security

Security is important to everyone. You are asked to not discuss the security of the DISTRICT premises or services with any individual not employed by the DISTRICT. Additionally, neither the DISTRICT nor its insurance carriers take any liability for your personal belongings. You are encouraged to secure personal belongings to the best of your ability.

The building is secured with electronic keypads for access before and after hours. You will be given a confidential code, not to be shared with anyone. Specific instructions are included in the Security Section of this kit.

Since the DISTRICT retains the right to search its property or facilities at any time (including employee-assigned desks, files and computer systems), if you have anything of a private nature that you wish not to be subjected to discovery during such searches, these items should be kept in your briefcase, purse or lunch bag.

G. Solicitation and Distribution

Soliciting your co-workers when either of you is on work time being paid for by the DISTRICT is prohibited, including the use of e-mail. Distribution or posting of pamphlets, leaflets, or any other literature in the DISTRICT’s departments is prohibited except in the employee break room.

H. Workers' Compensation Disclaimer Notice

The DISTRICT or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of your voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of your work-related duties.

I. Return-to-Work Program (RTW)

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers’ compensation costs (if applicable), the DISTRICT has developed a Return-to-Work program.

This policy is consistent with the DISTRICT’s responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities.

Managers will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. The DISTRICT management staff will work with the workers’ compensation carrier (if applicable) and the physician to assist with the
assessment of the employee’s ability to return to work. Together they will actively encourage the treating physician to release the injured worker to work as soon as possible.

By this joint effort, the DISTRICT will help the injured/ill worker recover at a more rapid rate, gain production for wages paid, minimize the employees' wage loss, and reduce workers’ compensation costs.

J. Break Room

The DISTRICT has a great “kitchen” and “service areas” for your use throughout the workday. It is important that you clean up after yourself. Do not leave any dirty dishes, wipe off the counters, and clean the inside of the microwave if there is any splattering of food during cooking.

- Coffee/Tea/Hot Chocolate: These items are available for your use and convenience, so help yourself.

- Making Coffee: If you find that the coffee pot is running low, please make the next pot of coffee. If you’re not sure how to make the coffee, ask someone to help you. When the coffee has been made, throw the grounds in the garbage (not in the sink), rinse the basket, and place it in the drainer for the next person to use.

- Employee Fund Committee: The Committee provides a supply of various food/drink items for purchase. All profits go back to the Committee for staff events.

- Sacramento Bee: The daily paper is delivered to the office and is for everyone’s use and convenience. Please leave the papers in the break room and wait until the end of the day if you need to cut out an article or coupon.

- Coffee Cup Washing: The dishwasher is run every Friday afternoon. If you would like to have your cup washed, place it in the dishwasher before the end of the day on Fridays.

- Refrigerators: The refrigerators are available for your convenience. However, there are over [number] employees using the refrigerators, so please limit the amount of items you put in them. Also, they will be cleaned out every Friday, so please throw away any old items and take home any dishes, Tupperware, etc. If you have items that you want to keep, please put your name on them.

K. Supplies

It is the DISTRICT’s intent to provide you with everything you need to do your job. Basic supplies are kept in the workroom. Any special orders should be placed on special forms provided to each department and approved by your manager and the Manager of Internal Services before submitting it to the receptionist for ordering.
Section IX — Leaving The DISTRICT

A. Resignation

When you decide to leave for any reason, your manager, the General Manager and/or the Manager of Internal Services would like an opportunity to discuss the resignation with you before final action is taken.

B. Termination

As a DISTRICT employee, you have the status of “employee-at-will,” meaning that you have no contractual right, expressed or implied, to remain in the DISTRICT’s employ. The DISTRICT may terminate your employment, or you may terminate your employment, with or without cause, and with or without notice, at any time. No supervisor or other representative of the DISTRICT has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above, with the exception of the General Manager.

If you fail to report to work for three consecutive workdays without notice or approval by your supervisor the DISTRICT may consider that you have abandoned your job and your employment may be terminated.

C. Employee Exit

Employee agrees that during the time between notification of separation and last day of employment, they will cooperate fully with the DISTRICT in all matters relating to the winding up of any pending work and the orderly transfer to the other DISTRICT employees of the accounts for which he has been most recently responsible. Employee further agrees that prior to the expiration of the “Notice Period,” they will return to the DISTRICT all originals and hard copies of literature, correspondence, memoranda, reports, summaries, manuals, proposals, contracts and other documents of any kind which relate in any way to the business of the DISTRICT including specifically all materials which comprise or refer to the DISTRICT’s Confidential Information.

D. Cooperation with Investigations

During employment and after the termination of same, the employee agrees to remain available to the DISTRICT and its legal counsel, voluntarily upon the DISTRICT’s request and without the necessity of a subpoena or court order, in connection with the DISTRICT’s investigation, preparation, prosecution and/or defense of any actual or potential legal proceeding, regulatory action or internal matter. The employee agrees to cooperate with the DISTRICT to provide any information reasonably within their recollection and to provide truthful testimony as required. If Employee is called upon to provide cooperation after employment has been terminated, the DISTRICT will reimburse Employee for reasonable out of pocket expenses actually incurred under this section or at the DISTRICT’s option, and will advance Employee’s reasonable expenses or incur them directly.
E. Property Return Agreement

Upon employment with the DISTRICT, each employee may complete a [Name] if they receive any DISTRICT property. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job related materials. All DISTRICT property must be returned prior to departure.

F. Exit Interview

The Manager of Internal Services is responsible for scheduling an exit interview with you on your last date of employment and for arranging the return of the DISTRICT’s property.

G. Benefits

Medical, Dental, and Vision benefits end on the last day of the month of your employment. Life and Disability coverages require “active” employment; therefore coverage for these two ends on your last day worked.

COBRA notification will be sent directly to your home.

H. Final Paycheck

You will receive your final paycheck on the next regularly scheduled pay day or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the DISTRICT’s vacation policy.

I. CalPERS

You will be notified directly by CalPERS regarding your options.

J. Deferred Compensation Plan

If you are enrolled in a deferred compensation program, complete the forms and necessary and follow the instructions. You should contact the plan carrier to ensure you completely understand your options.
Section X — Acknowledgment of Receipt of Handbook and At-Will Agreement

After you have read this Handbook and have clarified any issues with your supervisor, please complete and sign both copies of the following statement. Two copies are provided, one for your records and one for the DISTRICT’s records. Detach one copy and return it to the Manager of Internal Services within five days.

DISTRICT Employee Handbook Receipt (employee copy)

I have received my copy of the DISTRICT’s employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the Handbook.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the DISTRICT. I understand and agree that, other than the General Manager of the DISTRICT, no manager, supervisor or representative of the DISTRICT has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the General Manager has the authority to make any such agreement and then only in writing, signed by the General Manager.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the DISTRICT and me concerning the duration of my employment. It supersedes all prior agreements, understandings, and representations concerning the duration of my employment.

Employee’s Signature: __________________________ Date: _____________

*Sign, date, and keep this copy for your records.*
Acknowledgment of Receipt of Handbook and At-Will Agreement

After you have read this Handbook and have clarified any issues with your supervisor, please complete and sign both copies of the following statement. Two copies are provided, one for your records and one for the DISTRICT’s records. Detach one copy and return it to the Manager of Internal Services within five days.

DISTRICT Employee Handbook Receipt (employer copy)

I have received my copy of the DISTRICT’s employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the Handbook.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the DISTRICT. I understand and agree that, other than the General Manager of the DISTRICT, no manager, supervisor or representative of the DISTRICT has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the General Manager has the authority to make any such agreement and then only in writing, signed by the General Manager.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the DISTRICT and me concerning the duration of my employment. It supersedes all prior agreements, understandings, and representations concerning the duration of my employment.

Employee’s Signature: ___________________________ Date: ______________

Sign, date, and return this copy to the Manager of Internal Services.
MEMORANDUM
ITEM NO. 6

DATE: JULY 25, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVAL OF WRD PROCUREMENT MANUAL

SUMMARY

Over the last several months, the Internal Services Department has been developing the WRD Procurement Manual in collaboration with District Counsel. The Procurement Manual is intended to provide guidance on procurement policies and procedures to all staff members involved in the various stages of the procurement actions conducted by the District.

As part of the ongoing development of the District's Procurement Manual, staff is providing a status update to the Administrative Committee and soliciting feedback on other areas of its development.

FISCAL IMPACT

None at this time

STAFF RECOMMENDATION

For discussion and possible action.
PROCUREMENT MANUAL
July 2017
Caveat: This Procurement Manual (Manual) is not a comprehensive all-encompassing guide to the statutes, rules and policies which govern the Water Replenishment of Southern California’s (WRD or District) procurement and purchasing, but acts as a practical guide to the procurement process in WRD for internal staff to use as a starting point for conducting procurements and to provide a better understanding of WRD’s procurement process. This manual describes the general processes; individual procurements and the application of the processes outlined in this guide may vary based on the circumstances applicable to a particular procurement and/or situation.

## REVISION HISTORY

<table>
<thead>
<tr>
<th>Revision No.</th>
<th>Date Approved</th>
<th>Description of Revision</th>
<th>Approved By:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Table of Contents

## PART I - INTRODUCTION, INITIATION AND PLANNING, AND PROCUREMENT PHASE

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>2.0 PROJECT ADMINISTRATION</td>
<td>2</td>
</tr>
<tr>
<td>3.0 RESPONSIBLE PARTIES</td>
<td>3</td>
</tr>
<tr>
<td>4.0 INITIATION AND PLANNING PHASE</td>
<td>4</td>
</tr>
<tr>
<td>4.1 PROJECT AND FUNDING OPPORTUNITIES</td>
<td>4</td>
</tr>
<tr>
<td>4.2 PROJECT NUMBER</td>
<td>5</td>
</tr>
<tr>
<td>5.0 PROCUREMENT PHASE</td>
<td>6</td>
</tr>
<tr>
<td>5.1 SOLE BRAND OR SOLE SOURCE</td>
<td>6</td>
</tr>
<tr>
<td>A. SOLE BRAND GUIDELINES</td>
<td>6</td>
</tr>
<tr>
<td>B. SOLE SOURCE GUIDELINES</td>
<td>7</td>
</tr>
<tr>
<td>5.1.1 SOLE BRAND OR SOLE SOURCE JUSTIFICATION PROCESS</td>
<td>7</td>
</tr>
<tr>
<td>5.2 PROCUREMENT SOLICITATION PROCESSES</td>
<td>8</td>
</tr>
<tr>
<td>5.1.2 INFORMAL COMPETITIVE SOLICITATION PROCESS</td>
<td>8</td>
</tr>
<tr>
<td>5.1.3 FORMAL COMPETITIVE SOLICITATION PROCESS - (PROJECT VALUES</td>
<td>9</td>
</tr>
<tr>
<td>GREATER THAN $25,000)</td>
<td></td>
</tr>
<tr>
<td>A. REQUEST FOR INFORMATION (RFI)</td>
<td>10</td>
</tr>
<tr>
<td>B. REQUEST FOR EXPRESSION OF INTEREST (REOI)</td>
<td>10</td>
</tr>
<tr>
<td>C. PRE-AWARD PROCEDURES FOR RFI AND REOI:</td>
<td>10</td>
</tr>
<tr>
<td>D. REQUEST FOR QUALIFICATIONS (RFQ)?</td>
<td>14</td>
</tr>
<tr>
<td>E. REQUEST FOR PROPOSALS (RFP)?</td>
<td>14</td>
</tr>
<tr>
<td>F. PRE-AWARD PROCEDURES FOR RFQ AND RFP:</td>
<td>14</td>
</tr>
<tr>
<td>1. PRE-SOLICITATION</td>
<td>14</td>
</tr>
<tr>
<td>2. SOLICITATION</td>
<td>15</td>
</tr>
<tr>
<td>3. EVALUATION</td>
<td>17</td>
</tr>
<tr>
<td>4. SELECTION</td>
<td>17</td>
</tr>
<tr>
<td>G. REQUEST FOR BIDS (RFB)</td>
<td>19</td>
</tr>
<tr>
<td>H. PRE-AWARD PROCEDURES FOR RFB:</td>
<td>19</td>
</tr>
<tr>
<td>1. PRE-SOLICITATION</td>
<td>19</td>
</tr>
<tr>
<td>2. SOLICITATION</td>
<td>20</td>
</tr>
<tr>
<td>3. EVALUATION</td>
<td>22</td>
</tr>
<tr>
<td>4. SELECTION</td>
<td>22</td>
</tr>
<tr>
<td>5. CONTRACT PHASE</td>
<td>23</td>
</tr>
</tbody>
</table>

## PART II - CONTRACT PHASE

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.0 NEW CONTRACTS</td>
<td>25</td>
</tr>
<tr>
<td>6.1 CONTRACT AMENDMENTS</td>
<td>26</td>
</tr>
<tr>
<td>6.2 CONSTRUCTION CONTRACTS</td>
<td>27</td>
</tr>
<tr>
<td>6.2.1 CHANGE ORDERS</td>
<td>29</td>
</tr>
<tr>
<td>6.2.2 BUDGET APPROPRIATION</td>
<td>29</td>
</tr>
</tbody>
</table>
6.3 NON-WRD CONTRACTS (OUTSIDE PARTY AGREEMENTS) ......................................... 30
6.4 BIDDER PROTESTS ................................................................. 30
7.0 PURCHASE ORDER .............................................................. 30
7.1 INITIATING A PO REQUEST ..................................................... 30
7.2 PO CHANGE REQUEST ................................................................ 31
A. ......................................................................................... 31
B. BOARD OF DIRECTORS APPROVE ADDITIONAL FUNDING FOR SERVICES. 31

PART III - CONTRACT ADMINISTRATION PHASE ................................................. 33

8.0 CONTRACT ADMINISTRATION ....................................................... 34
8.1 CONSTRUCTION, PROFESSIONAL, OR GENERAL SERVICES CONTRACTS .... 34
  8.1.1 KICKOFF MEETING ................................................................. 34
  8.1.2 CONTROL AND MONITORING .............................................. 35
  8.1.3 INVOICE PAYMENT .............................................................. 35
  8.1.4 CHECK OR CREDIT CARD REQUESTS .................................. 36
  8.1.5 ESCROW AGENTS ................................................................. 36
9.0 CLOSEOUT PHASE ....................................................................... 37
9.1 CLOSEOUT PROCEDURES FOR NON-CONSTRUCTION PROJECTS .............. 37
9.2 CLOSEOUT PROCEDURES FOR CONSTRUCTION PROJECTS ..................... 38

ATTACHMENTS

ATTACHMENT A – Capital Improvement Program (CIP) and Processes

TEMPLATES AND FORMS

To find the list of standard template and forms see: List of WRD STD Forms

REFERENCES

WRD Administration Code (August 2015) – Chapter 10 Procurement Policies and Procedures
  10.1 – Construction Contracts
  10.2 – Contracts for the Purchase of Materials, Supplies, and Equipment
  10.3 – Professional Services Contracts
# ABBREVIATIONS AND ACRONYMS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCC</td>
<td>Blind Carbon Copy</td>
</tr>
<tr>
<td>CC</td>
<td>Carbon copy</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
</tr>
<tr>
<td>CIP</td>
<td>Capital Improvement Program</td>
</tr>
<tr>
<td>DIR</td>
<td>Department of Industrial Relations</td>
</tr>
<tr>
<td>IFQ</td>
<td>Invitation for Quote</td>
</tr>
<tr>
<td>G/L</td>
<td>General Ledger</td>
</tr>
<tr>
<td>LA</td>
<td>Los Angeles</td>
</tr>
<tr>
<td>NTP</td>
<td>Notice to Proceed</td>
</tr>
<tr>
<td>PLA</td>
<td>Project Labor Agreement</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>RA</td>
<td>Rate Assessment</td>
</tr>
<tr>
<td>REOI</td>
<td>Request for Expression of Interest</td>
</tr>
<tr>
<td>RFB</td>
<td>Request for Bids</td>
</tr>
<tr>
<td>RFI</td>
<td>Request for Information</td>
</tr>
<tr>
<td>RFQ</td>
<td>Request for Qualifications</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals</td>
</tr>
<tr>
<td>RFx</td>
<td>Solicitation Document (e.g. RFI, RFQ, RFP, RFB, etc.)</td>
</tr>
<tr>
<td>SOW</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>STD</td>
<td>Standard Form</td>
</tr>
<tr>
<td>WRD</td>
<td>Water Replenishment District or Southern California</td>
</tr>
</tbody>
</table>
PART I - Introduction, Initiation and Planning, and Procurement Phase
1.0 INTRODUCTION

At the Water Replenishment District of Southern California (WRD or District), ongoing projects that maintain and support WRD’s mission in managing and protecting local groundwater resources in the areas WRD serves are an essential component to the District’s business operations. This Procurement Manual¹ (Manual) provides project and contract administration instructions to WRD staff and acts as a guide to WRD’s internal workflow processes pertaining to the various stages of a project’s lifecycle from the initiation stage to closeout. In addition, WRD’s Administrative Code, specifically Chapter 10 – Procurement Policies and Procedures, used for administering projects – large or small - serves as the main document in describing the prescriptive implementation details and requirements in regards to WRD’s procurement and contracting processes per the California Water Code, California Government Code, and California Public Contract Code.

For information on specific issues, consult WRD’s Administrative Code, Chapter 10 Procurement Policies and Procedures. WRD staff is responsible for the implementation of WRD projects in accordance with WRD’s Administrative Code’s Procurement Policies and Procedures.

¹For more detail, please review WRD’s Administrative Code, Chapter 10 — Procurement Policies and Procedures
2.0 PROJECT ADMINISTRATION

One of the most basic requirements in project administration for project success, whether the project be small or large, is the ability for a project team to understand the imperative components to a project’s success, and that best practices in procurement, contract administration, and project management are followed at its utmost integrity. As part of a project’s lifecycle, project planning and logistics lay out the proper guidance and framework to determine the high-quality project plan that is to be delivered within the established scope of work, cost, and project schedule. Once the project is initiated and executed, the project is properly maintained, monitored and controlled within quality standards over the duration of the project to ensure project goals and expectations are achieved within the established scope of work, cost, and project schedule, prior to successful project completion.

Project administration includes a range of activities that ensure these successful project outcomes, these include:

- The process for initiating procurement and project requisitions - which include all the necessary information and schedules needed for contract execution and project readiness, contract management, and project closeout;
- The specifics in the roles and responsibilities of the project team which are identified early in the initiation and planning stages to satisfy project execution, implementation, control and monitoring, and project completion;
- The process on major aspects of project implementation including the procurement of goods and services, evaluation and performance monitoring, capital expenditures, reporting and communication, and project completion and closeout.

The administration of projects require a collaborative effort between various technical departments, the project manager, and support staff. This Manual describes the general responsibilities of the project manager and the support staff, and presents an overview of the roles and functions of each responsible party that are involved with the procurement policies and procedures, documentation, and forms needed to manage projects successfully.
3.0 RESPONSIBLE PARTIES

Below are the roles and responsibilities of typical team members involved in a project.

A. Project Manager
   Responsible for project oversight of scope of work, estimated budget, and schedule which includes all tasks associated with project initiation, budgeting, monitoring, and project closeout; and contract oversight involving administration of change orders, amendments, contract changes, accounting, invoicing, and payment, resolving claims and disputes, and etc.

B. Project Administrator
   Assists the project manager in facilitating the project from initiation to closeout while also overseeing the specific mandates in the project’s contract - ensuring all parties adhere to the contract’s specific terms, rights, and obligations - while assisting in contract changes, purchase order requisitions, invoice processing, and etc.

C. Accounting Staff
   Oversees project budget and funds, purchase order requisitions, invoice processing, and accounts payable and receivables.

D. District Counsel
   District Counsel is appointed by the Board of Directors on a contract basis and is responsible for administration of the legal affairs of the district, representing the district in litigation and hearings. District Counsel prepares or reviews all ordinances, contracts, and other legal documents and provides legal advice and opinions to the Board of Directors, General Manager and WRD staff.

E. Internal Services Department (Internal Services)
   Internal Services provides a range of support services to the various technical departments within WRD.
4.0 INITIATION AND PLANNING PHASE

The initiation and planning phase includes the identification of the project, project team members, and project plan which comprises of an estimated budget, scope of work, and project schedule. In addition to this phase, funding for the project must also be identified, which is typically based on the type of project WRD wants to pursue, such as if the project is a Capital Improvement Program (CIP) Project or a Non-CIP Project.

4.1 PROJECT AND FUNDING OPPORTUNITIES

Projects are typically identified when there is an underlying problem that requires a feasibility study and/or a recommended solution to solve the problem. They are also initiated if a funding opportunity is identified through a new grant program that can be used to support WRD’s mission.

Many components to a project need to be identified and considered when establishing new projects such as identifying the need or purpose of the new project opportunity, the necessary project team members to address the project’s scope of work within a developed project plan which also entails the project schedule and estimated budget. In addition, certain projects in specific areas will require outside consultants, contractors, or in-house District staff to address the subject matter concerns of the project’s scope of work within the project plan. As part of the planning phase, identifying the project as a small, large, complex, or construction related project needs to be known in the early stages of project planning in order to create the appropriate project path for developing the project plan to address the problem.

To ensure a good project plan and the successful outcome of the proposed project, the following needs to be considered:

1. What’s the need or purpose of the new project? (i.e. identify the business problem or opportunity with its recommended solution options, form a qualified project team while developing the project plan – estimated budget, scope of work, project schedule, etc.)
2. Does this project require expertise from outside consultants, contractors, or in-house staff?
3. What is the scope of work?
4. What is the estimated budget for the project?
5. What is the project’s timeline?
6. Is this a small, large, complex project, or construction project (see Attachment A - Capital Improvement Program and Processes)
7. Is it a Capital Improvement Program (CIP) Project or a Non-CIP Project?
   a. If the prospective project is a CIP Project, this is to be incorporated into the 5-year CIP plan which must be approved by the Technical Advisory Committee, the CIP Committee, and Board of Directors (Board). (see WRD’s Updated Five-Year CIP and Capital Improvement Program and Processes). WRD’s Updated Five-Year CIP identifies initial and planned funding sources, including grants, outside funding, Rate Assessment (RA) funds, and bond proceeds.
   b. If the prospective project is a Non-CIP Project, these projects are funded by RA funds and are identified as part of the annual Operations & Maintenance budgeting process, and is to be included as part of WRD’s fiscal year budget which must be approved by the Board of Directors.
Funding opportunities that drive the brainstorming and identification of project opportunities include, but are not limited to cases such as low interest loans from the State (Bonds) to benefit certain qualified projects, new regulations and grant funding programs which initiates WRD to work with other public agencies in the Los Angeles region to collaborate as stakeholders and work on recycled water projects to serve the area, and clean-up drinking water projects within Cities that have groundwater contamination which require in-kind services to address investigation and remediation efforts that benefit both WRD and the City.

4.2 PROJECT NUMBER

When the Board approves the budget to fund a CIP or Non-CIP project, WRD staff must charge to the appropriate project number related to the project he or she will be working on. If this is a new project, the Project Manager must establish a new program and/or project number, if there is none, prior to starting the project’s planning phase. It is the project manager’s responsibility to provide the project number to WRD staff who will be working on the project as part of the project team. A Project Number can be created using the Project Number Request Form.

What to include in the Project Number Request Form:

1. The Project Manager is to seek Accounting’s Current Active Chart of Accounts, and determine which program the particular project shall fall under. If it is a new program that has not been established, a new program number shall be established using the next sequential number in the list of accounts – working with accounting to ensure that a new number is being used. A new project number to be established under an already established program number is created based upon the type of project and tasks that is monitored during the duration of the project. Phase numbers are attributes which are chosen based on type of work being performed per the project tasks. For more granular tracking of project budgets, project budgets can be tracked by tasks and subtasks, which is generally used for setting up Purchase Orders (See Section 7.0)

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Program</th>
<th>Phase</th>
<th>Task</th>
<th>Subtask</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXX (up to 999)</td>
<td>XX (up to 99)</td>
<td>XX (up to 99)</td>
<td>XXX (Up to 999)</td>
<td>XX (up to 99)</td>
</tr>
</tbody>
</table>

For Example:

Program No: 002 (Robert Goldsworthy Desalter)

Project Number: 01

Phase Number:

00 (General)
01 (Program Management), etc.

Tasks:

000 (General), etc.

Subtasks:

00 (General), etc.
5.0 PROCUREMENT PHASE

Proper classification of acquisitions is necessary as a first step in determining which solicitation process is appropriate for the prospective contract for goods or services, and what elements are required to be in the contract. During the procurement phase, the Project Manager will determine the procurement type needed to meet his or her identified project objective based upon what was established from the initiation and planning phase. Would the procurement of the goods or services be of a sole source (See Section 5.1) or follow an informal or formal competitive solicitation process (See Section 5.2)?

5.1 SOLE BRAND or SOLE SOURCE

The District is authorized to suspend the competitive bidding process and enter into a sole source or sole brand agreement with a particular service provider or contractor only in circumstances where competitive bidding would be incongruous or would not result in any advantage to the District. In circumstances where the District enters into a sole source agreement, the Board must adopt findings which support the conclusion that competitive proposal work an incongruity and are unavailing, or that competitive proposals do not produce any advantage. The Board must adopt the sole source contract. ²

A. SOLE BRAND GUIDELINES

Sole Brand items have unique performance features not found in other items but are available on the open market from multiple sources.

Sole Brand purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The brand name procurement request must clearly demonstrate that the acquisition of the brand name product is:

1. Unique and essential to the WRD’s requirements, thereby precluding consideration of a product manufactured by another company, or
2. Required to match other similar product already in place and the use of an alternate product would cause the WRD to incur substantial additional costs, and you provide specific information regarding the equipment you are matching.

Factors which do not apply to sole brand: The following should not be included in your justification as they will not be considered and only tend to confuse the evaluation process:

1. Personal preference for product or vendor
2. Cost, vendor performance, local service, maintenance and delivery. (These may be considered award factors in competitive bidding.)
3. Explanation for the actual need and basic use for the equipment, unless the information relates to request for unique factors.
4. The statement, No Substitution, will not be considered without completion of the justification form.

---

² WRD’s Administrative Code, Chapter 10 — Procurement Policies and Procedures
B. SOLE SOURCE GUIDELINES

Sole Source items have unique performance features not found in other items and are available only from a single manufacturer/dealer with exclusive distribution rights.

Sole Source purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The sole source request must clearly demonstrate:

1. That there is only one source or only one supplier that can provide the goods (materials, supplies, or equipment) or services in accordance with the requirements of the WRD.
2. The existence of limited rights in data patent rights, copyrights or secret processes make the supplies or services available from only one source.
3. Addition of new work that was not within the scope of or incidental to, the original contract scope of work, either as part of the base contract or as an option, is subject to sole source requirements.
4. To match is an acceptable justification of sole source when you provide specific information regarding the equipment you are matching.

Factors which do not apply to sole source: The following should not be included in your justification as they will not be considered and only tend to confuse the evaluation process:

1. Personal preference for product or vendor.
2. Lack of advance planning
3. Concerns related to the amount of funds available (e.g. funds will expire).
4. Cost, vendor performance, local service, maintenance and delivery. (these may be considered award factors in competitive bidding.)
5. The statement, No substitution, will not be considered without completion of the Justification form.

5.1.1 SOLE BRAND OR SOLE SOURCE JUSTIFICATION PROCESS

1. WRD staff must complete and submit the Requisition Form (STD 2) to the Project Administrator and include a Sole Source Justification Form (STD 4).
2. All sole brand or sole source procurements must be reviewed by the Project Administrator, Department Supervisor, and General Manager for approval for procurement of goods or services less than $10,000. For sole source procurements above $10,000, this requires District Board approval. (Consult legal counsel when applicable.)
5.2 **PROCUREMENT SOLICITATION PROCESSES**

Proper planning and preparation are keys to a successful procurement process.

<table>
<thead>
<tr>
<th><strong>Informal Competitive Solicitation</strong></th>
<th><strong>Formal Competitive Solicitation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project value less than $10,000:</td>
<td>3. Project values greater than $25,000:</td>
</tr>
<tr>
<td>• Department solicits at least three (3) proposals or quotes</td>
<td></td>
</tr>
<tr>
<td>• Requires General Manager approval</td>
<td></td>
</tr>
<tr>
<td>2. Project value between $10,000 to $25,000:</td>
<td></td>
</tr>
<tr>
<td>• Department solicits at least three (3) proposals or quotes</td>
<td></td>
</tr>
<tr>
<td>• Requires District Board approval (i.e. Board approved staff report which states the 3 or more quotes)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Solicitation may be by telephone, mail, electronic inquiry, or comparison of prices with written quotes.</td>
</tr>
</tbody>
</table>

5.1.2 **INFORMAL COMPETITIVE SOLICITATION PROCESS**

An **Invitation for Quote** (IFQ) process is commonly used for an informal competitive solicitation when the requirements for the good(s) or service(s) are known but information is needed on how vendors would meet requirements and/or how much it would cost.

A. **PROJECT VALUE LESS THAN $10,000 (WITHIN A FISCAL YEAR PERIOD)**

The following procedures describe the internal processes for procuring goods or services that are valued less than $10,000 within in a fiscal year period.

1. WRD staff must complete and submit the Requisition Form (STD 2) to the Project Administrator and include the Invitation for Quote Form (STD 1), and other required documentation to support the procurement of the goods and/or services.

2. WRD staff shall solicit at least three proposals or quotations for Professional Services, Construction Services, General Services, or Goods (materials, supplies, or equipment). Solicitations may be by telephone, mail, electronic inquiry, or comparison of prices with written quotes.
   ♦ **Note:**
   ♦ Unless by a proprietary vendor or in an emergency situation, the purchase of goods (materials, supplies, or equipment) or services will require at least three proposals or quotations. For an emergency situation, it must be noted that payment was for an emergency.

---

3 WRD’s Administrative Code, Chapter 10 — Procurement Policies and Procedures
Procurement Manual

- If three proposals or quotes cannot be obtained, WRD staff shall submit a Justification of Award Memo (STD 20) to include with the Requisition Form (STD 2).

3. A check, credit card, or purchase order request can be created for payment of the goods or services needed.

B. PROJECT VALUE BETWEEN $10,000 TO $25,000

The following procedures describe the internal processes for procuring goods or services that are valued between $10,000 to $25,000 in value within in a fiscal year period, which require District Board approval before the procurement of goods or services.

1. WRD staff must complete and submit the following to the Project Administrator for the procurement of goods and/or services:
   a. Requisition Form (STD 2)
   b. Invitation for Quote Form (STD 1)
   c. Required backup documentation to support the procurement of the goods and/or services.
   d. Board approved staff report

2. WRD staff shall solicit at least three proposals or quotations for Professional Services, Construction Services, General Services, or Goods (materials, supplies, or equipment). Solicitations may be by telephone, mail, electronic inquiry, or comparison of prices with written quotes, and complete the Invitation for Quote Form (STD1) with required backup.

3. A staff report is to be submitted to the respective Committee and Board for the approval to procure the goods or services.

5.1.3 FORMAL COMPETITIVE SOLICITATION PROCESS - (PROJECT VALUES GREATER THAN $25,000)

A formal competitive solicitation process must be used for all solicitations that are valued greater than $25,000, which will require District Board approval before the procurement of goods or services can begin. This procurement process may include the use of the following:

- Section A – Request for Information (RFI), or
- Section B – Request for Expression of Interest (REOI), or
- Section C – Procedures for RFI and REOI
- Section D – Request for Qualifications (RFQ), or
- Section E – Request for Proposal (RFP) or
- Section F – Procedures for RFQ or RFP
- Section G – Request for Bids (RFB)
- Section H – Procedures for RFB
A. REQUEST FOR INFORMATION (RFI)

An RFI is used when more information is needed from consultants, vendors, or contractors. It is used as a mechanism to gather information about the vendor, the product, or service that is being sought or provided, and if the information is relevant to the project’s objective. An RFI will typically be followed by an RFQ or RFP. (e.g. you are not certain of the type of software to procure for the services you want and therefore need to gather more information about the product and pricing).

B. REQUEST FOR EXPRESSION OF INTEREST (REOI)

An REOI is a multi-staged procurement process which may be used as a tool during the pre-project development stage to obtain a list of interested consultants, vendors, or contractors for a particular project, and offers each the opportunity to facilitate potential partnerships or help refine the vision for a project based on feedback from information sessions. An REOI is a precursor to a Request for Qualifications (RFQ), Request for Proposals (RFP), or a Request for Bids (RFB) which assesses market or industry interest and can be used every three years to update WRD’s current list of consultants, vendors, or contractors for professional, construction, or general services.

C. PRE-AWARD PROCEDURES FOR RFI AND REOI:

1. PRE-SOLICITATION

   1. When the Project Manager determines that an RFI or REOI will need to be publicly solicited within the six months of the expected public solicitation date, the Project Manager is to attend one of the quarterly meetings held by the Internal Services, and provide a completed Procurement Plan Worksheet (STD 2A). All parties (Management (Department Supervisor, Assistant General Manager, etc.), District
Counsel (if applicable), Project Team Members, and the Project Administrator should be made aware of when the RFI or REOI document will be publicly advertised. The Final Draft of the RFI or REOI document must be reviewed by at the least the Department Supervisor and Legal Counsel for final review and approval before public advertisement.

2. The Project Manager is to complete and submit the Requisition Form (STD 2) to the Project Administrator within a reasonable timeframe (min 10 business days) in order to make the solicitation request. The Final Draft of the RFI or REOI must be submitted with the Requisition Form (STD 2).

(Internal Services Only)

- Internal Services is to keep track of each RFI or REOI that is publicly posted by numbering each RFI or REOI with the year and assigned number (RFI/REOI-YY-####).
- To keep track of the solicitation timeline, MS Outlook calendar placeholders of each important date of the RFI/REOI Solicitation Schedule is sent to those on the project team. (e.g. due dates, meeting dates, interview dates, etc.) Make sure appropriate rooms are reserved.

Note:
Determining Solicitation Schedule Timeline:
- Public Solicitation - minimum of four consecutive weeks
- The submittals due date – minimum four consecutive weeks after the public posting date
- A mandatory or non-mandatory meeting date – minimum two consecutive weeks after the posting date
- Responses to Questions due date - minimum of two weeks before the submittal due date
- Interviews (are tentative) normally – minimum of two weeks after the submittals due date.
2. **SOLICITATION**

**Solicitation Announcement and Posting**

(Internal Services Only)

- Posting onto the WRD Website (website). The RFI or REOI document is hyperlinked on the website. Each posting is to use the following format:
  - i. RFI/REOI document hyperlinked under the RFI/REOI title (e.g. **Request for Information for ...**)
  - ii. Addendum (hyperlinked, if any)
  - iii. Meeting:
    - **Day, Month, DD, YYYY** at **HH:MM A.M (P.M) PST**
  - iv. Questions Due:
    - **Day, Month, DD, YYYY** at **HH:MM A.M (P.M) PST**
  - v. Supporting/Reference Documents:
    - (hyperlinked using the title of the document)
  - vi. Submittals Due:
    - **Day, Month, DD, YYYY** at **HH:MM A.M (P.M) PST**

1. The Project Manager is to provide the Project Administrator, with a minimum distribution list of at least ten (10) prospective consultants, vendors, or contractors, to send solicitation announcement emails of the RFI or REOI document.

(Internal Services Only)

- The list of consultants, vendors, or contractors are blind carbon copied (BCC) on the email, with WRD project team members carbon copied (CC). The email subject header should state: WRD RFI/ REOI -YY-### – “project title”

**Note:** The distribution list can be created using WRD’s Master Prequalification List located in the U Drive which specifies consultants for each pre-qualified category area of expertise.

(Folder location: [U:Projects\RFQ General Services\2016\MASTER Prequalification List_Updated 7-12-16.xlsx](U:Projects\RFQ General Services\2016\MASTER Prequalification List_Updated 7-12-16.xlsx))

**During Solicitation Process**

2. As questions are asked during the RFI or REOI process by prospective respondents, an Addendum (STD 6) which includes a questions and answers table is created, updated, and uploaded regularly on the WRD Website before the Due Date. The Project Administrator will work with the Project Manager to ensure responses are accurately documented and the Questions and Answers Table (STD 6) is updated and saved with new revisions.

(Internal Services Only)

- Each time the Questions and Answers Table is updated, the Addendum (STD 6) is distributed to the list of consultants and notified via BCC email of the update using the same email chain from when the first notification announcement of the RFI or REOI was distributed. Each revised table will be posted on the WRD website.
3. If there is a pre-submittal meeting during the RFI or REOI process, the following shall be prepared in advance of the meeting:
   i. WRD Meeting Sign-In Sheets
   ii. Directional Signs for the location of the meeting
   iii. Business Cards Box
   iv. Powerpoint Presentation (if needed) – using the WRD Presentation Template (e.g. will include WRD Background, project SOW, Solicitation Schedule, etc.)

   ♦ Note: A new Addendum with the questions and answers table will include any responses to questions asked during the meeting, and any additional clarifications made to the RFI or REOI.

(Internal Services Only)

 Rudy the meeting, the WRD Meeting Sign-In Sheets, Business Cards, Powerpoint Presentation, and responses to questions table are scanned and posted on the WRD Website. These will be hyperlinked under “Meeting” on the WRD Website.
   ▪ A BCC notification email will be sent to the initial distribution list of consultants, vendors, or contractors with the addition of those who attended the meeting who were not on the first solicitation announcement email. For consistency, use the same email chain as a continuation from the first RFI or REOI notification announcement email that was distributed.
   ▪ Unless a mandatory meeting: the email is sent only to those who attended the mandatory meeting.

   ♦ Note: For any addenda to the RFI or REOI that are issued, a notification email is sent to the list of consultants, vendors, or contractors who attended the meeting.

3. EVALUATION

Submittals Due and Evaluation

(Internal Services Only)
Each Submittal that is received by WRD, on or before the due date/time, is to be timestamped, scanned and saved for WRD records. Any submittal received after the due date and time are not accepted.

4. Each individual on the Evaluation Team will provide his or her own evaluation using WRD’s Evaluation Sheet Form (STD 7).

   ♦ Note: There must be a minimum of three evaluators on the Evaluation Team. Other third-party evaluators (Consultant, Public Agencies, etc.) can be invited as part of the evaluation team.

5. After evaluation, the Project Manager shall work with Management (Department Supervisor, Assistant General Manager, etc.), Project Administrator, and District Counsel (when applicable) to determine the next steps in the procurement process (i.e. if an RFQ or RFP is to be issued).
D. REQUEST FOR QUALIFICATIONS (RFQ)?

An RFQ usually refers to the pre-qualification stage of the procurement process for the project. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent Request for Proposals (RFP) solicitation process or included on a list of qualified consultants or vendors. An RFQ will describe the vendor’s general qualification to perform a good or service but generally will not include specific details or price proposals.

E. REQUEST FOR PROPOSALS (RFP)?

An RFP is a mechanism used to solicit competitive proposals from consultants or vendors to provide goods or services that meet the project’s requirements using the best approach and solution to obtain the project’s objective and scope of services. In an RFP, the scope of work is clearly defined. Selection can be based on qualifications, lowest price (e.g. purchase of goods), or by the most cost-effective “best-value” solution based upon the evaluation criteria identified in the RFP.

F. PRE-AWARD PROCEDURES FOR RFQ AND RFP:

1. PRE-SOLICITATION

1. When the Project Manager determines that an RFQ or RFP will need to be publicly solicited within the six months of the expected public solicitation date, the Project Manager is to attend one of the quarterly meetings held by Internal Services, and provide a completed Procurement Plan Worksheet (STD 2A). All parties (Management (Department Supervisor, Assistant General Manager, etc.), District Counsel (if applicable), Project Team Members, and the Project Administrator) should be made aware of when the RFQ or RFP document will be publicly advertised. The Final Draft of the RFQ or RFP document must be reviewed by at least the Department Supervisor and Legal Counsel for final review and approval before public advertisement.

   ♦ Note: Staff Reports mentioned in the following steps are in the scenario that it has been Board approved

2. When the Project Manager has the Final Draft of the RFQ or RFP document ready for public posting, he or she is to submit the General Manager approved staff report with the Final Draft of the RFQ or RFP as an attachment to the respective Committee and Board for the approval to “release the RFQ or RFP for public advertisement”.

3. When approved, the Project Manager shall complete and submit the Requisition Form (STD 2) to the Project Administrator within a reasonable timeframe (min 10 business days) in order to make the solicitation request. The Final Draft of the RFQ or RFP must be submitted with the Requisition Form (STD 2).
(Internal Services Only)

- Internal Services is to keep track of each RFQ or RFP that is publicly posted by numbering each RFQ or RFP with the year and assigned number (RFQ/RFP-YY-###).

- To keep track of the solicitation timeline, MS Outlook calendar placeholders of each important date of the RFQ/RFP Solicitation Schedule is sent to those on the project team. (e.g. SOQ/proposal due date, meeting date, interview dates, etc.) Make sure appropriate rooms are reserved for meetings.

**Note:**

Determining Solicitation Schedule Timeline:
- Public Solicitation - minimum of four consecutive weeks
- The submittals due date – minimum four consecutive weeks after the public posting date
- A mandatory or non-mandatory meeting date – minimum two consecutive weeks after the posting date
- Responses to Questions due date - minimum of two weeks before the submittal due date
- Interviews (are tentative) normally – minimum of two weeks after the submittals due date.

2. **SOLICITATION**

**Solicitation Announcement and Posting**

(Internal Services Only)

- Posting onto the WRD Website (website). The RFQ or RFP document is hyperlinked on the website. Each posting is to use the following format:
  - i. RFQ /or RFP document hyperlinked under the RFQ/RFP title
  - ii. Addendum (hyperlinked, if any)
  - iii. Meeting:  
    - **Day, Month, DD, YYYY at HH:MM A.M (P.M) PST**
  - iv. Questions Due:  
    - **Day, Month, DD, YYYY at HH:MM A.M (P.M) PST**
  - v. Supporting/Reference Documents:  
    - (hyperlinked using the title of the document)
  - vi. Submittals/Proposals Due:  
    - **Day, Month, DD, YYYY at HH:MM A.M (P.M) PST**

1. The Project Manager is to provide the Project Administrator, with a minimum distribution list of at least ten (10) prospective consultants, vendors, or contractors, to send solicitation announcement emails of the RFQ or RFP document.

(Internal Services Only)

- The list of consultants or vendors are blind carbon copied (BCC) on the email, with WRD project team members carbon copied (CC). The email subject header should state: WRD RFQ/RFP-YY-### – “project title”

---

15
**Note:** The distribution list can be created using WRD’s Master Prequalification List located in the U Drive which contains lists of consultants for each pre-qualified category area of expertise. (Folder location: U:\Projects\RFQ General Services\2016\MASTER Prequalification List Updated 7-12-16.xlsx)

### During Solicitation Process

2. As questions are asked during the RFQ or RFP process by prospective respondents, an Addendum (STD 6) which includes a questions and answers table is created, updated, and uploaded regularly on the WRD Website, by the Project Administrator, before the Due Date. The Project Administrator will work with the Project Manager to ensure responses are accurately documented and the Questions and Answers Table (STD 6) is updated and saved with new revisions.

(Internal Services Only)

- Each time the Questions and Answers Table is updated, the Addendum (STD 6) is distributed to the list of consultants and notified via BCC email of the update using the same email chain from when the first notification announcement of the RFI or REOI was distributed. Each revised table will be posted on the WRD website.

3. If there is a pre-submittal meeting during the RFI or REOI process, the following shall be prepared in advance of the meeting:
   i. WRD Meeting Sign-In Sheets
   ii. Directional Signs for the location of the meeting
   iii. Business Cards Box
   iv. Powerpoint Presentation (if needed) – using the WRD Presentation Template (e.g. will include WRD Background, project SOW, Solicitation Schedule, etc.)

**Note:** A new Addendum with the questions and answers table will include any responses to questions asked during the meeting, and any additional clarifications made to the RFQ or RFP.

(Internal Services Only)

- After the meeting, the WRD Meeting Sign-In Sheets, Business Cards, Powerpoint Presentation, and responses to questions table are scanned and posted on the WRD Website. These will be hyperlinked under “Meeting” on the WRD Website.
  - **If Mandatory Meeting:** A BCC notification email will be sent only to the list of consultants or vendors who attended the meeting (this list is taken from the sign-in sheet). For consistency, use the same email chain as a continuation from the first RFQ or RFP notification announcement email that was distributed.
  - **If Non-Mandatory Meeting:** A BCC notification email will be sent to the initial distribution list of consultants with the addition of those who attended the meeting who were not on the initial distribution list (this list is taken from the sign-in sheet). For consistency, use the same email chain as a continuation from the first RFQ or RFP notification announcement email that was distributed.
3. EVALUATION

SOQs/Proposals Due, Evaluation, and Selection

(Internal Services Only)
Each SOQ or Proposal that is received by WRD, on or before the due date/time, is to be timestamped, scanned and saved for WRD records. Any submittal/proposal received after the due date and time are not accepted.

1. Each individual on the Evaluation Team will provide his or her own evaluation using WRD’s Evaluation Sheet Form (STD 7).

Note: There must be a minimum of three evaluators on the Evaluation Team. Other third-party evaluators (Consultant, Public Agencies, etc.) can be invited as part of the evaluation team.

2. If the Evaluation Team can’t decide on one firm – the shortlisted firms will be emailed a Clarification Questions Table form (STD 8) or invited for an interview to help refine the Evaluation Team’s evaluation scores. WRD staff and Project Administrator will work together to logistically arrange the interview time and room location for each consultant that comes in for the interview.

Note: An interview setting normally consists of a 20-minute presentation from the Consultant, and a 30-minute questions and answers session from WRD staff.

Note: It is at the discretion of the Project Manager, if he or she feels an interview is necessary to qualify the respondent’s expertise in the scope of work and quality of performance.

(Internal Services Only)
Firms that are invited for an interview shall be sent an email with an Interview Invitation Letter (STD 9).

4. SELECTION

1. A. IF RFQ:
   i. When WRD staff has determined which consultant, contractor, or vendor is most qualified based on his or her evaluations and rankings, the Project Manager is to submit a General Manager approved staff report to the respective Committee and Board for the approval for WRD staff to “negotiate a scope, fee, and schedule with the most qualified firm”.
   ii. After negotiations and a scope, a fee, and a schedule have been determined, the Project Manager is to submit a General Manager approved staff report back to the respective Committee with the attached draft agreement (reviewed and approved by Legal Counsel) for the request to “accept and approve the negotiated scope, fee, and schedule, and authorize staff to enter into an agreement with the selected firm.”
iii. When the Committee approves the recommendation the final draft agreement **MUST** be included in the Board package before the Board meeting. Any modifications to the final draft agreement must be reviewed and approved by Legal Counsel before it can be included with the staff report. (Please see Part 2 of Procurement Manual for drafting the agreement)

B. **If RFP:**
   i. When WRD staff has determined which consultant, contractor, or vendor is most qualified based on his or her evaluations and rankings, the Project Manager is to submit a General Manager approved staff report to the respective Committee with the attached draft agreement (reviewed and approved by Legal Counsel) for the request to **“accept and approve the scope, fee, and schedule, and authorize staff to enter into an agreement with the selected firm”**.
   
   ii. When the Committee approves the recommendation the final draft agreement **MUST** be included in the Board package before the following Board meeting. Any modifications to the final draft agreement must be reviewed and approved by Legal Counsel before it can be included with the staff report. (Please see Part 2 of Procurement Manual for drafting the agreement)

5. **CONTRACT PHASE**

- See Part 2 of Procurement Manual
G. REQUEST FOR BIDS (RFB)

An RFB is a structured procurement process for Public Works Construction Projects used to determine source selection when price is the only factor. It is a formal sealed bid process that results in a public bid opening. An RFB can begin after a refined scope of work, design plans and specifications have been finalized by a design consultant.

H. PRE-AWARD PROCEDURES FOR RFB:

1. PRE-SOLICITATION

1. When the Project Manager determines that an RFB will need to be publicly solicited within the six months of the expected public solicitation date, the Project Manager is to attend one of the quarterly meetings held by the Internal Services, and provide a completed Procurement Plan Worksheet (STD 2A). All parties (Management (Department Supervisor, Assistant General Manager, etc.), District Counsel (if applicable), Project Team Members, and the Project Administrator) should be made aware of when the RFB document will be publicly advertised.

* Note: A Project Labor Agreement (PLA) is required only when requested by the District Board and per a project by project basis, with a Letter of Assent, before an RFB can be released. The PLA shall be included in the RFB as an Appendix.

2. The RFB document will include two separate sections:
   a) Bidding and Contract Requirements (Front Ends) –
      These will include bidding requirements and contract documents, and mandatory submittal forms that require the prime contractor’s signatures
   b) Design Drawings and Technical Specifications –
      The design consultant is to provide the design plans and specifications for the project, which are included as sections of the RFB.
   c) Send to District Counsel to review and approve the RFB documents, if necessary when major modifications have been made to the RFB template.

3. The Final Draft of the RFB document must be reviewed by at least the Department Supervisor and Legal Counsel for final review and approval before public advertisement. When the Project Manager has the Final RFB document ready for public posting, he or she is to include the Final RFB document as an attachment with the General Manager approved staff report to the CIP Committee and Board to approve “the design drawings and technical specifications and authorize staff to release and issue the RFB for public advertisement.”

4. The Project Manager is to complete and submit the Requisition Form (STD 2) to the Project Administrator within a reasonable timeframe (min 10 business days) in order to make the solicitation request. The Final Draft of the RFB must be submitted with the Requisition Form (STD 2).

(Internal Services Only)
* The Project Administrator will keep track of each RFB that is publicly posted by numbering each RFB with the year and assigned number (RFB-YY-##). 
* To keep track of the solicitation timeline, MS Outlook calendar placeholders of each important date of the RFB Solicitation Schedule is sent to those on the project.
team. (e.g. Bid due date, pre-bid meeting date, etc.) Make sure appropriate rooms are reserved for meetings.

♦ Note:
Determining Solicitation Schedule Timeline:
- Public Solicitation - minimum of four consecutive weeks
- The bids due date – minimum four consecutive weeks after the public posting date
- A mandatory or non-mandatory pre-bid meeting – minimum two consecutive weeks after the public posting date
- Responses to Questions due date - minimum of two weeks before the bid due date

2. SOLICITATION

Solicitation Announcement and Posting

(Internal Services Only)

♦ Posting on the WRD Website (website). Each posting is to use the following format:

Request for Bids for (Title of Construction Project)

i. RFB documents, Addendums (if any) are hosted on the WRD website using a link to a Bid PlanRoom Portal website (e.g. ARC - is a bid portal that hosts bid documents, plans, specifications, etc., which assists in providing a bidder’s list)

ii. Pre-Bid Meeting:

   Day, Month, DD, YYYY at HH:MM A.M (P.M) PST

iii. Questions Due:

   Day, Month, DD, YYYY at HH:MM A.M (P.M) PST

iv. Supporting/Reference Documents:

   (hyperlinked using the title of the document)

v. Bids Due:

   Day, Month, DD, YYYY at HH:MM A.M (P.M) PST

1. Posting of the RFB:

   a) Newspaper Ad Posting:

      i. WRD staff is to advertise the RFB in a newspaper of general circulation in Los Angeles County at least once a week for four consecutive weeks.

      ii. WRD staff is to request at least three quotes from a LA County newspaper provider for Ad posting.

      iii. A Notification to Bid (NTB) is provided to the newspaper for posting. The newspaper should send a verification (proof of publication) that the NTB was posted after the posting (advertisement) duration is complete.

         - The newspaper will send a hard copy of the Proof of Publication and invoice.

   b) Website Posting:
i. RFB documents, Addendums (if any) are posted on the WRD website using a link to a Bid PlanRoom Portal website

**Example:**
WRD staff sends watermarked and non-watermarked document to the Bid Planroom and notifies them of any changes.
- The contractor can view the draft watermarked bid documents for free, but must purchase the non-watermarked version. (ARC provides a reprographics printing service based on WRD’s printing selection – mandatory submittal forms are printed on blue paper, bind specifications, print actual size drawings, etc.)

*Note:* The RFB can be posted on the WRD website before the Newspaper Ad is posted, but the Newspaper Ad must be posted at least once a week for four consecutive weeks as stated in the WRD

### During Solicitation Process

2. As questions are asked during the RFB process by prospective bidders an Addendum (STD 6) which includes a questions and answers table is created, updated, and uploaded regularly on the WRD Website, by the Project Administrator, before the Bids Due Date. The Project Administrator will work with the Project Manager to ensure responses are accurately documented and the Questions and Answers Table (STD 6) is updated and saved with new revisions.

3. If there is a pre-bid meeting (mandatory or non-mandatory), the following shall be prepared in advance of the meeting:
   i. WRD Meeting Sign-In Sheets
   ii. Directional Signs for the location of the meeting
   iii. Business Cards Box
   iv. Powerpoint Presentation (if needed) – using the WRD Presentation Template (e.g. will include WRD Background, project SOW, Solicitation Schedule, etc.)

   *(Internal Services Only)*

   **Note:** After the pre-bid meeting, the WRD Meeting Sign-In Sheets, Business Cards, Powerpoint Presentation, and responses to questions table are scanned and posted on the WRD Website. These will be hyperlinked under “Meeting” on the WRD Website.
   - **If Mandatory Meeting:** A BCC notification email will be sent only to the list of consultants or contractors who attended the meeting (this list is taken from the sign-in sheet). For consistency, use the same email chain as a continuation from the first RFB notification announcement email that was distributed.
   - **If Non-Mandatory Meeting:** A BCC notification email will be sent to the initial distribution list of consultants with the addition of those who attended the meeting (this list is taken from the sign-in sheet). For consistency, use the same email chain as a continuation from the first RFB notification announcement email that was distributed.
3. **EVALUATION**

**Bids Due, Evaluation, and Selection**

(Internal Services Only)  
Each Bid that is delivered to WRD, on or before the due date/time, is to be timestamped, scanned and saved for WRD records. Any Bids received after the due date and time are not accepted.

1. Bid Opening:  
   a. Bids are opened in public at the time and place stated on the NTB (e.g. Board Room)  
      i. As each bid is opened, the bidder’s name and bid amount shall be announced. At the conclusion of the bid opening, the name of the apparent lowest bidder and its bid amount shall be announced.  
      ii. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.

   ♦ **Note:** There **MUST** be a minimum of two WRD employees and/or WRD representative present at the bid opening.

2. After the bid opening, bids are evaluated for responsiveness using the Mandatory Submittal Checklist Form.  
   ♦ See Chapter 10.1 of the WRD Administrative Code for details on evaluating and verifying bids.  
   ♦ Consult WRD District Counsel – Construction Attorney for further clarification, if needed.  
   ♦ Referencing the State of California – Department of Industrial Relations (DIR) website is essential in making sure contractors and/or subcontractors meet DIR requirements (e.g. contract registration, etc.).

4. **SELECTION**

1. When WRD staff has determined the lowest responsive and responsible bidder has been selected, and reviewed and approved by legal counsel, the Project Manager is to submit a General Manager approved Staff Report to the CIP Committee with the attached draft agreement (reviewed and approved by Legal Counsel) “to award the construction contract to the lowest responsive and responsible bidder, and authorize contract execution with the selected bidder” The staff report is to include a tabulated list of bidders and a summary.

2. When the Committee approves the recommendation the final draft agreement **MUST** be included in the Board package before the following Board meeting. Any modifications to the final draft agreement must be reviewed and approved by Legal
Counsel before it can be included with the staff report. (Please see Part 2 of Procurement Manual for drafting the agreement)

5. **CONTRACT PHASE**

- See Part 2 of the Procurement Manual
PART II - Contract Phase
6.0 NEW CONTRACTS

1. When the Project Manager determines that an agreement is needed for his or her project, whether the new contract was solicited through an informal or formal solicitation process, the Project Manager must provide the following to begin the drafting agreement process. The staff report (if new contract was solicited through a formal solicitation process) must contain all necessary supporting documentation to justify the recommendation to the Committee and Board, and where the final draft agreement must be included as an attachment.
   i. **Exhibit A (Scope of Services): (Provided by Project Manager)**
      a. This attachment is the consultant, contractor, or vendor’s proposal for their scope of work or services.
   ii. **Exhibit B (Fee Schedule): (Provided by Project Manager)**
       a. Price quote or task breakdown of services and fees, and
       b. Consultant’s hourly rate schedule.
   iii. **Exhibit C (Certificate of Insurance):**
        a. insurance requirements stated within the agreement.

2. The Project Manager shall submit a contract request via a Requisition Form (STD 2) to the Project Administrator to draft the contract. The contract request must include:
   a) The draft committee meeting staff report,
   b) Scope of services, fee schedule, etc.

3. Concurrently while drafting the agreement, the Project Administrator will request required insurances, including necessary endorsements per the agreement, from the Consultant, Contractor, or Vendor. For any requests in waiving the insurance requirements, this must be brought up with the Project Administrator. WRD is part of the Association of California Water Agencies Joint Powers Insurance Authority which governs the insurance requirements of WRD’s agreements. Consult District Counsel, if necessary.

   ♦ **Note:** The Project Manager and Project Administrator will work together to ensure all necessary insurance and required forms per the agreement are collected.

4. The Project Administrator will send the draft agreement to the Project Manager for review and approval before the draft is sent to District Counsel for final review and approval.
   a) The following are sent to District Counsel for final review and approval:
      a. The Project Manager’s approved draft agreement with Exhibits, and
      b. The draft Committee Meeting Staff Report

5. After District Counsel approves the draft agreement and all edits have been finalized.
   The final draft agreement is:
   i. included in the Committee Meeting Agenda package as an attachment to the staff report,
   ii. Sent to the Consultant, Contractor, or Vendor via email or other form of communication where they must return three (3) wet signed hard copies of the
of the agreement (contingent upon Board approval), prior to the Board Meeting or the final draft agreement can be sent after the Board has approved the Agenda item. (In some instances, the Consultant, Contractor, or Vendor may be present at the Board Meeting to sign the agreement after Board approval). The agreement can be signed in counterparts if the signature pages are not mailed in time for the Board Meeting.

iii. If this is a new Consultant, Contractor, or Vendor, a Form W-9 is to be requested.

6. After the agreements are approved and executed at the Board Meeting, the following are performed:
   i. One (1) fully executed copy is given to the Consultant, Contractor, Vendor
   ii. One (1) fully executed copy for Contract Filing.
   iii. One (1) fully executed copy saved as an extra hard copy.

(Internal Services)
   ♦ For WRD Electronic Contract Filing, the following are needed:
     a. Fully Executed Agreement
     b. Board Approved S
     c. aff Report and Meeting Minutes /or Deputy Secretary initialed
        Meeting Minutes/Agenda
     d. Certificates of Insurance (including endorsements)
   ♦ Contract Numbering is assigned by the Project Administrator

Note: Electronic copies of executed contracts can be found in Onbase.

7. See Section 7.0 for executing a Purchase Order. Upon contract execution, a Purchase Order Number must be issued before the Project can begin.

6.1 CONTRACT AMENDMENTS

On a case by case basis, contract amendments for projects should be kept at a minimum unless absolutely necessary. It is at the discretion and judgment of the Project Manager to pursue a contract amendment when feasible, and where the contractor, consultant, or vendor has provided excellent performance. Consult with District Counsel, when applicable.

1. The Project Manager shall work with his or her Department Manager to determine if a contract amendment is needed.
   a. Amendments to contracts include, but are not limited to: contract term/time extensions, increases (decreases) to the project budget, and/or additions or revisions to the scope of services.

2. When a Contract Amendment is needed for the addition/modification to the scope items and/or contract term time extension, the Project Manager shall submit a contract request via a Requisition Form (STD 2) to the Project Administrator to draft the contract amendment. The contract request must include:
   a. The draft committee meeting staff report,
   b. Scope of services, fee schedule, etc.

3. The Project Administrator will send the prepared draft agreement to the Project Manager for review and approval before the draft is sent to District Counsel for final review and approval.
b) The following are sent to District Counsel for final review and approval:
   a. The Project Manager approved draft agreement with Exhibits, and
   b. The draft Staff Report

4. After District Counsel approves the draft agreement and all edits have been
   finalized. The final draft agreement is:
   i. included in the Committee Meeting Agenda package, and
   ii. Sent to the Consultant, Contractor, or Vendor via email or other form of
       communication where they must return three (3) wet signed hard copies of the
       of the agreement (contingent upon Board approval), prior to the Board
       Meeting or the final draft agreement can be sent after the Board has approved
       the Agenda item. (In some instances, the Consultant, Contractor, or Vendor
       may be present at the Board Meeting to sign the agreement after Board
       approval). The agreement can be signed in counterparts if the signature pages
       are not mailed in time for the Board Meeting.

5. After the agreements are approved and executed at the Board Meeting, the
   following are performed:
   i. One (1) fully executed copy given to the Consultant, Contractor, Vendor
   ii. One (1) fully executed copy for Contract Filing.

   (Internal Services)
   ♦ For WRD Electronic Contract Filing, the following are needed:
     a. Fully Executed Agreement
     b. Board Approved Staff Report and Meeting Minutes /or Deputy
        Secretary initialed Meeting Minutes/Agenda
     c. Certificates of Insurance (including endorsements)
   ♦ Contract Numbering is assigned by the Project Administrator

6. See Section 7.0 for executing a Purchase Order. Upon contract execution, a
   Purchase Order Number must be issued before the Project can begin.

   ♦ Note:
   ♦ If there are modifications or revisions to the scope of services and/or contract
     term extensions, these contract items will require Board approval.
   ♦ If the Board of Directors approve both the base cost and contingency funds, and
     contingency funds are needed for the project, a contract amendment can be given
     directly to the Board directly for contract execution.
   ♦ If a contract amendment is required for an increase in project budget which
     exceeds the approved contingency funds previously approved by the Board for
     the original contract, the contract amendment would require Committee and
     Board approval.

6.2 CONSTRUCTION CONTRACTS

1. When the Project Manager determines that an agreement is needed for his or her
   project, whether the new contract was solicited through an informal or formal
   solicitation process, the Project Manager must provide the following to begin the
   drafting agreement process. The staff report (if new contract was solicited
   through a formal solicitation process) must contain all necessary supporting
documentation to justify the recommendation to the Committee and Board, and where the final draft agreement must be included as an attachment.

2. The Project Manager shall submit a contract request via a Requisition Form (STD 2) to the Project Administrator to draft the contract. The contract request must include:
   a) The draft committee meeting staff report,
   b) The required bid documents, contract documents, RFB, etc.

3. Concurrently while drafting the agreement, the Project Administrator will request required insurances, payment and performance bond which is listed in the Notice of Award to the Contractor.

4. The Project Administrator will send the draft agreement to the Project Manager for review and approval before the draft is sent to District Counsel for final review and approval.
   The following are sent to District Counsel for final review and approval:
   c) The Project Manager’s approved draft agreement and necessary contract documents which are listed in the section agreement, and
   d) The draft Committee Meeting Staff Report

5. After District Counsel approves the draft agreement and all edits have been finalized.
   The final draft agreement is:
   e) included in the Committee Meeting Agenda package as an attachment to the staff report, and
   f) Sent to the Contractor via email or other form of communication where they must return three (3) wet signed hard copies of the of the agreement (contingent upon Board approval), prior to the Board Meeting or the final draft agreement can be sent after the Board has approved the Agenda item. The agreement can be signed in counterparts if the signature pages are not mailed in time for the Board Meeting.
   g) If this is a new Contractor, Form W-9 is to be requested.

6. After the agreements are approved and executed at the Board Meeting, the following are performed:
   a. One (1) fully executed copy given to the Consultant, Contractor, Vendor
   b. One (1) fully executed copy for Contract Filing.
   c. One (1) fully executed copy saved as an extra hard copy.

7. Once the construction contract is awarded, the public works project must be registered on the Department of Industrial Relations (DIR) website. DIR project registration is dependent on the DIR requirements and size of the public works project. It’s important to refer to the DIR website for these public works requirements, and if it requires all contractors and/or subcontractors who bid or work on the public works project to register with the DIR.

8. After the Construction Contract has been awarded, a Notice to Proceed is issued to the selected contractor by the Project Manager.
(Internal Services)
- For WRD Electronic Contract Filing, the following are needed:
  a. Fully Executed Agreement
  b. Board Approved Staff Report and Meeting Minutes /or Deputy Secretary initialed Meeting Minutes/Agenda
  c. Certificates of Insurance (including endorsements)
- Contract Numbering is assigned by Project Administrator

9. See Section 7.0 for executing a Purchase Order. A Purchase Order Number must be issued before the Project can begin.

Note: The Project Manager and Project Administrator will work together to ensure all necessary insurance and required forms per the agreement are collected.

6.2.1 CHANGE ORDERS

Change orders are essentially contract amendments to construction contracts, which can include changes to the scope of work, price (additions or deductions), schedule, etc.

1. After the Committee and Board approve the recommendation specified in the staff reports for the change order, which may include additions or deductions in the project budget or revisions to the scope of work the Project Manager must submit a Requisition Form (STD 2) to the Project Administrator to incorporate any changes to the PO. All supporting documentation must be provided by the Project Manager.

6.2.2 BUDGET APPROPRIATION

Budget appropriated funds are used to supplement potential cost overruns or a project. The funds can only be requested on an as-needed basis for the project, after it has been approved by the Board.

1. The Project Manager shall work with his or her Department Manager to determine if budget appropriation funds are needed.

2. If budget appropriation funds are needed, the Project Manager shall submit a General Manager approved staff report to the Committee and Board for the approval of the recommendation to allocate the budget appropriation funds. (Recommendation language must state the amount being allocated, and any included contingency funds).

3. After the Committee and Board approves the recommendation the Project Manager must submit a Requisition Form (STD 2) to the Project Administrator with the Board approved staff report.

4. The Project Administrator will work with Accounting for the appropriation of approved budgeted funds. A Budget Appropriation Memo (STD 19) must be submitted to Accounting for processing.
6.3 **NON-WRD CONTRACTS (OUTSIDE PARTY AGREEMENTS)**

For any outside party agreements that do not pertain to the acquisition of services or goods, WRD staff is to have these outside party agreements reviewed and approved by District Counsel.

6.4 **BIDDER PROTESTS**

In situations where a bidder (respondent or proposers) challenges a proposed award of contract, the procedures to address this are identified in WRD’s Administrative Code, Chapter 10 Procurement Policies and Procedures.

7.0 **PURCHASE ORDER**

A purchase order (PO) is essentially a contract that authorizes a consultant, contractor, or vendor to deliver on goods or services.

7.1 **INITIATING A PO REQUEST**

The following are to be in place before they are provided to the Accounting Department for PO setup, and before project related work can begin:

1. The Project Manager and Project Administrator will work together to complete the Purchase Order Request Form and obtain necessary signature approvals for PO setup. The following are required documentation that need to be sent to the Accounting Department for processing:
   a. A completed and signed Requisition Form (STD 2)
   b. A copy of the Executed Contract with an assigned Contract Number
   c. A copy of the approved Board Staff Report, and initialed Meetings Minutes/Board Agenda by the Deputy Secretary
   d. All required Certificates of Insurance have been received
   e. Form W-9 *(new consultants, contractors, or vendors only)*

2. The Requisition Form for setting up the purchase order must include the following:
   a. General Ledger (G/L)
   b. Department Code
   c. Project Number
   d. Task
   e. Subtask
   f. The breakdown of project tasks to properly track the allocated project budget.

♦ Note:
   If the Board of Directors approve both the base cost and contingency funds, the Requisition Form (STD 2) shall only reference the base cost amount. When contingency funds are needed in the future, an Amendment to the Original
Contract shall be executed to utilize the contingency funds which must be followed by a new Requisition Form (STD 2).

7.2 PO CHANGE REQUEST

PO change requests are typically used when additional project funding needs to be added into the active PO. The following procedures describe what is followed when submitting PO change requests to the Accounting Department when adding Board approved contingency funds or adding new Board approved funding into the active PO.

A. CONTINGENCY FUNDS ALREADY APPROVED BY THE BOARD OF DIRECTORS

1. If the Board of Directors approved both the base cost and any contingency funds in the staff report recommendation before the new PO number was created, a PO change request to add contingency funds to this PO does not need to go through the Board of Directors approval again. A Contract Amendment to the Original Contract needs to be executed in order to incorporate the approved contingency funds.

2. The following need to be provided to the Accounting Department for processing, via hard copy and email copy:
   a. A Completed and Signed Requisition Form (STD 2)
   b. A copy of the Executed Contract with an assigned Contract Number
   c. A copy of the approved Board Staff Report, and initialed Meetings Minutes/Board Agenda by the Deputy Secretary
   d. All required Certificates of Insurance from the Consultant, Contractor, or Vendor are current

B. BOARD OF DIRECTORS APPROVE ADDITIONAL FUNDING FOR SERVICES

1. If funds from the initial approved budgeted amount for the contract have been exhausted, the Project Manager shall go through the process of getting approved project funding by the Board of Director’s by an approved staff report which will request additional funds for the respective project – additional funds can be taken from the project budget or by budget appropriation.

2. The following need to be provided to the Accounting Department for processing, via hard copy and email copy:
   a. An approved Board Staff Report with Approved Meeting Minutes or Deputy Secretary initialed Board Agenda
   b. A Completed and Signed Requisition Form (STD 2)
   c. A copy of the approved Board Staff Report, and initialed Meetings Minutes/Board Agenda by the Deputy Secretary
d. All required Certificates of Insurance from the Consultant, Contractor, or Vendor are current
PART III - Contract Administration Phase
8.0 **CONTRACT ADMINISTRATION**

Contract administration constitutes the primary part of the procurement process that assures WRD gets what it paid for, and that the real benefits of the procurement process can be realized. District staff should exercise skills and judgement that are critical in protecting the interest of the District. The focus of contract administration is to obtain goods and services that are of the required quality and scope that are delivered on time, and within budget.

As with the other phases of the project and procurement cycle, contract administration requires just as much attention, and does not end at the award of contract – contract performance must be monitored and controlled while minimizing risks; problems must be properly documented and effectively resolved; requirements of the contract are met; payments are made; and good working relationships with consultants, contractors, or vendors are managed, and proper close of contracts and/or projects.

The following sections describe the post-award activities that occur once an award of contract for construction, professional, and/or general services have been executed. Contract administration is a joint effort of responsibilities between District staff to work as a team while working towards a project’s goal, but the bulk of the responsibility should be with the individual (e.g. Project Manager) who is overseeing or working closest to where the contract is being implemented (e.g. project location) so that early detection of any breach of contract or substandard performance of goods received or services rendered are identified.

8.1 **CONSTRUCTION, PROFESSIONAL, OR GENERAL SERVICES CONTRACTS**

At the District, in order to continue maintaining its business operations and meet the need for either professional (e.g. consultants, etc.), construction (e.g. public works, etc.) or general (e.g. landscaping services, janitorial and/or custodial services, etc.) services, the following describe the contract administration tasks, from:

- implementation (e.g. kickoff),
- to monitoring and controlling,
- to contract, and project closeout.

8.1.1 **KICKOFF MEETING**

Kickoff meetings are post-award orientations which are generally held before work or services can commence, and introduces all the formalities, of the contract administration process relating to the executed contract’s terms and conditions, to the consultant, contractor, or vendor, and to the primary parties of the project team who are involved in the project. This meeting is necessary so that all parties are on the same page as to avoid any communication issues or problems that may or may not arise during the project, and how it can be addressed.
For construction contracts a Notice to Proceed (NTP) is issued, and starts the clock for public works construction projects.

8.1.2 CONTROL AND MONITORING

Period of Performance. Always know if your contract is valid. If there is no contract there is no agreement to pay or provide services. Operating without a contract is dangerous, contracts should not be allowed to expire if work is still expected to be performed during the duration of the project. If your contract is expiring and you need to re-procure a good or service, the Project Administrator needs sufficient time to carry out the procurement. A Requisition Form (STD 2) must be completed. See Section 5.2.

The following needs to be monitored closely during the duration of the project in order to make sure the project schedule, scope, and budget are meeting project milestones. Project Managers need to know if the consultant, contractor, or vendor is delivering the good(s) or service(s) as promised. The following need to be checked:

- Milestones/Deadlines – which are often part of the contract
- Progress Reports
- Progress Status Meetings
- Proof of Performance (e.g. backup for invoices, etc.)
- Invoices should be reviewed carefully, and submitted for payment according to the agreed schedule (e.g. monthly invoices)

8.1.3 INVOICE PAYMENT

Invoices that are processed, should be paid when a good(s) or service(s) has been delivered. It is the responsibility of the Project Manager or individual in charge of the good(s) or service(s) to validate that services that have been rendered as stated in the contract, or goods have been received in its intended condition.

For unexpected payments that are to exceed $500,000, District staff should notify accounting in advance in order to ensure that enough funding is allocated for these type of large payments. The following are procedures that are typically followed once an invoice has been received at WRD.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>All invoices received by WRD are to be routed to the Accounting Department first for accounting to properly log all necessary invoice information.</td>
</tr>
<tr>
<td>2.</td>
<td>Invoices are then routed to WRD staff for review and approvals. Project Managers should be cognizant of his or her project budget and make sure the encumbrance balance provided by Accounting is accurately reflected.</td>
</tr>
<tr>
<td>3.</td>
<td>An invoice summary spreadsheet (STD 15 – Consultant Invoice Tracking or STD 16 – Construction Invoice Tracking) should be utilized by Project Managers to keep track of invoices for his or her project. A summary invoice spreadsheet should be included with the approved invoice when submitting it back to Accounting for payment.</td>
</tr>
<tr>
<td>4.</td>
<td>Copies of approved invoices are to be saved in the respective project folder.</td>
</tr>
</tbody>
</table>
Note:
- Accounting cuts checks Thursday every week.

**What your invoices should include:**

**Construction Projects:**
1. Invoice Transmittal Sheet – completed and signed by Construction Manager.
2. Invoice Summary sheet with a breakdown of all costs incurred vs. charges that appear on Invoice Transmittal Sheet
3. Contractor’s pay application signed by Contractor
4. WRD Internal Payment Request for Construction Project sheet (STD 16)

**Non-Construction Projects: (e.g. Professional Services, General Services, etc.)**
1. Consultant Invoice Summary personnel (hours, rate, amount)
2. Detail invoice summary breakdown of individual tasks, personnel, hours, rate, amount
3. Timesheet details supporting hours billed
4. Sub-consultant invoices (if applicable)
5. WRD invoice summary tracking sheet (STD 15)

**Tracking your invoices and project budget:**
Use the following forms for tracking invoices for construction projects (STD 16) or consultants/vendors (STD 15)

**8.1.4 CHECK or CREDIT CARD REQUESTS**

Check or credit card requests are used for making payments on small purchases (e.g. office supplies, services rendered, goods delivered, subscriptions, membership dues, workshop/seminar/conference registrations, etc.). For the procurement of goods or services by use of a check or credit card request, the informal competitive solicitation process for goods or services of less than $10,000 must be followed, as reference in Section 5.2.

In some cases Check or Credit Card Requests can also be used for making payments towards City Permit Fees, Escrow Agents, and etc. where an existing active contract is in place, but funds are being used to pay for project related fees.

All check or credit card requests must have the required supporting documents to substantiate the payment: order forms, registration forms, invoices, contracts, W-9 forms if applicable, etc.

**8.1.5 ESCROW AGENTS**

In public works construction projects, contractors have the option to deposit securities with an Escrow Agent, in order to earn interest on the securities, as a substitute for contract retention earnings required to be withheld by WRD. When WRD makes
payment of retentions earned by the Contractor to the Escrow Agent, the Escrow Agent holds the securities for the benefit of the Contractor until the time that the escrow created under the construction contract is terminated, which is typically after construction is complete and all necessary closeout procedures have been followed by WRD, such as filing a notice of completion with the County, and receipt of all unconditional waivers and release of final payments from the prime contractor and subcontractor(s).

For WRD construction projects, which include an Escrow Agent the following procedures are followed:

1. For each progress payment invoice received and processed for payment, a check request for the progress payment’s retention amount should be included to request Accounting to mail the retention check to the Escrow Agent.

2. A monthly bank statement from the Escrow Agent should be received and be filed and saved in the project directory.

9.0 CLOSEOUT PHASE

During the final closure or completion phase of the project emphasis is made on making sure all final deliverables, project documentation, and project resources are communicated and given to WRD, and that all contracts, purchase orders, and/or project numbers are properly closed out. Prior to the end of a contract, the Project Manager should begin the contract closeout process. The purpose of the contract closeout process is to document success (or failure) of the contractual commitment and to provide reference materials for use in evaluating future procurement proposals submitted by the Consultant, Contractor, or Vendor. The closeout process includes the evaluation of both the programmatic and fiscal implications that were incurred during the contract performance.

In addition, a contractor performance evaluation should be completed within sixty (60) calendar days of completion of the contract. It is in the best interest for the District to complete contractor performance evaluations, in order to document good(s) or service(s) provided were satisfactory or unsatisfactory as to avoid any future negative impacts which would affect the District’s business goals such as delays in project schedules, incur cost overruns, and etc. The closeout process is considered complete when all administrative actions are finalized, all disputes have been settled, and final payment has been made.

9.1 CLOSEOUT PROCEDURES FOR NON-CONSTRUCTION PROJECTS

1. When contracts are considered complete by the Project Manager, and the final invoice has been paid to the Consultant or Vendor, the Contract can be closed out using the Requisition Form (STD 2), with the Contract/Project Closeout Checklist (STD 3A) filled out and submitted to the Project Administrator.
2. A Performance Evaluation (STD 3B) must also be completed as part of the closeout procedure.

♦ Note: For closing out Projects, the Requisition Form (STD 2) to close out the contract must be included with the Project Number Request Form (STD 5) which must show the “closeout” checkbox marked.

9.2 CLOSEOUT PROCEDURES FOR CONSTRUCTION PROJECTS

1. When the construction project is in final completion, WRD should receive and file the following documentation before step 2:
   i. a “final punch list” form signed and approved by the City or
   ii. a signed and approved “Certification of Project Completion” by the Construction Manager (CM), and
   iii. a “Final Retention Invoice with the Conditional Waiver and Release on Final Payment” from the Prime Contractor, and Construction Manager approved transmittal letter of the final retention amount (if there’s a CM on the project)

2. Board approval is required to initiate the construction project closeout process for WRD staff to file a Notice of Completion of the construction project with the Los Angeles (LA) County Clerk’s Office in accordance with the California Public Contract Code, and for the release of the construction project’s Final Retention amount to the Prime Contractor.

3. During the Board approval process, list of subcontractors who submitted a Preliminary Notice and/ or Unconditional Waiver and Release on Final Payment (Unconditional Waiver) is monitored to make sure all Unconditional Waivers are received. Any Unconditional Waiver not received by WRD from a subcontractor who submitted a Preliminary Notice or that is listed in the construction bid (i.e. construction contract) needs to be requested from the Prime Contractor and be sent to WRD. If a subcontractor was listed in the construction bid but did not work on the project, they are to provide WRD with a copy of the letter to the Prime Contractor that the subcontractor did not work on the construction project. If Unconditional Waivers are received by WRD from subcontractor’s who worked on the construction project but did not submit a Preliminary Notice that is okay.

4. Within 10 days after recording the Notice of Completion, WRD is to send a copy of the recorded Notice of Completion and a copy of the mailing tracking number to the prime contractor and to every subcontractor from whom WRD received a 20-Day Preliminary Notice and did not submit an Unconditional Waiver and Release on Final Payment. (Civ. Code Secs. 9204(c), 8190(a)&(b)) using a Proof of Notice Declaration Form (STD 17). The Notice of Completion must be sent by registered or certified mail, express mail, or overnight delivery by an express service carrier (e.g., UPS, FedEx, etc.). (Civ. Code Secs. 8190(b) & 8110).

5. Once all Unconditional Waivers and Release on Final Payment have been received by WRD from all subcontractors that worked on the construction project, the Final Retention Invoice can be processed by WRD Accounting. In
some instances where the subcontractor provided a Conditional Waiver and Release of Final Payment but not an Unconditional Waiver and Release on Final Payment the Final Retention Invoice can still be processed.

<table>
<thead>
<tr>
<th>6.</th>
<th>When the Final Check for Retention is cut and ready by WRD, the Prime Contractor can collect its Final Check and have its Unconditional Waiver and Release on Final Payment ready to hand over to WRD.</th>
</tr>
</thead>
</table>

♦ **Note:** For Construction Projects where Prime Contractors use Escrow Agents. A mailed letter to the Escrow Agent (STD 18) is sent requesting the Escrow Agent to release the Escrow Accounts Retention Funds to the Prime Contractor. The Prime Contractor is to send WRD its Unconditional Waiver upon receiving the Retention Funds.

<table>
<thead>
<tr>
<th>7.</th>
<th>If there are no additional projects under the Construction Contract, the Contract can be closed out using the Requisition Form (STD 2), with the Contract/Project Closeout Checklist (STD 3A) filled out.</th>
</tr>
</thead>
</table>

| 8. | A Performance Evaluation (STD 3B) must also be completed as part of the closeout procedure. |
MEMORANDUM
ITEM NO. 7

DATE: JULY 25, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: UPDATE ON CLASS AND COMPENSATION STUDY

SUMMARY

Following the staff completion, Managers will be given until approximately August 10th to review and make comments on the responses from their staff. Following the receipt of all comments, the HR Division will transmit all questionnaires back to the Class and Compensation Study consultant. The consultant will perform the Compensation Analysis and staff will provide an update on that phase during the August 2018 meeting.

The Class and Compensation Study is in the Job Description Questionnaire Phase. This is the phase where every WRD staff member completes the Job Description Questionnaire. The questionnaire was originally circulated to staff on July 10, 2018 and were due July 24, 2018.

FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

The Committee will receive and file report.
MEMORANDUM
ITEM NO. 8

DATE:       JULY 25, 2018

TO:         ADMINISTRATIVE COMMITTEE

FROM:       ROBB WHITAKER, GENERAL MANAGER

SUBJECT:    WRD PORTAL DEVELOPMENT UPDATE

SUMMARY
The Internal Services Department has been developing an internal website for use by District employees, an intranet. An intranet is a private network accessible only to an organization's staff. Often, a wide range of information and services are available on an organization's internal intranet that are unavailable to the public, unlike the Internet. A company-wide intranet can constitute an important focal point of internal communication and collaboration, and provide a single starting point to access internal and external resources.

As part of the ongoing development of the District's intranet, known as the "WRD Portal," staff is providing a status update to the Administrative Committee and soliciting feedback on other areas of its development.

FISCAL IMPACT
None at this time

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 9

DATE: JULY 25, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: DISCUSSION ON DESIGNATION OF A BOARD DEPUTY SECRETARY AND DEFINITION OF DUTIES

SUMMARY

Pursuant to Chapter 2 of the District's Administrative Code, "Organization and Operation of the Board of Directors," the Officers of the Board are the President, Vice-President, Secretary, Treasurer and Deputy Secretary. Except for the Deputy Secretary, all Board Officers are voting members of the Board. The Deputy Secretary is recommended by the General Manager and approved by the Board. The purpose of the Deputy Secretary is to serve as Secretary (Clerk) to the Board and perform other duties as may be defined or imposed by the Board (Water Code § 60180, 60182).

Currently, the Board has not designated a Deputy Secretary. Staff is bringing this discussion item in furtherance of the discussion and recommendation to the full Board of Directors that a Deputy Secretary be designated by Resolution with the following responsibilities:

- Serve as the recording officer of the District and the custodian of its records, including the powers to execute as a signatory for the Board Secretary, all Board Resolutions, Ordinances, general reports and correspondence.

- Keep a register, or roll, of the members and to call the roll when required; to notify officers, committees, and delegates of their appointment, and to furnish committees with all papers referred to them, and delegates with credentials; and to sign with the president all orders on the treasurer authorized by the society, unless otherwise specified in the by-laws.
Keep one book (Administrative Code) in which the constitution, by-laws, rules of order, standing procedures and their amendments are recorded.

Send out proper notices of all called meetings, and of other meetings when necessary, and to conduct the correspondence of the society, except as otherwise provided.

Prior to each Board and Committee meeting, for the use of the Board President, Directors, General Manager, District Employees and Public, make out and post within in Brown Act public noticing guidelines, an agenda showing the items to come before the Board of Directors. All of these notices shall be posted within Brown Act Guidelines.

In the absence of the chairman (if there is no vice president present), when the hour for opening the session arrives, call the meeting to order, and preside until the election of a chairman pro tem, which should take place immediately.

Keep a written record (commonly known as minutes) of all Committee and Board of Directors Meetings, including a separate record account of each member’s vote on Board Meeting items (roll call vote on each item).

**FISCAL IMPACT**

None at this time

**STAFF RECOMMENDATION**

For discussion and possible action.
DATE: JULY 25, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: DISCUSS ASSOCIATION OF CALIFORNIA WATER ASSOCIATIONS-JOINT POWERS INSURANCE AUTHORITY (JPIA) WELLNESS GRANT SUBMISSION

SUMMARY

JPIA Wellness Grant Proposal

<table>
<thead>
<tr>
<th>Project Name</th>
<th>“WRD Employee Wellness Camp”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal</td>
<td>Implement a 10-week worksite wellness program for District employees with the intent of increasing employee wellness and positively influencing employee health care outcomes. Develop an on-going Wellness Team that will pursue other opportunities to bring wellness resources to the District.</td>
</tr>
<tr>
<td>Strategic Focus</td>
<td>Improve health outcomes for employees through a primary prevention program, to include stress management, exercise and healthy eating.</td>
</tr>
<tr>
<td>Description</td>
<td>Employees will participate in an optional ten week wellness camp taught by a certified/licensed wellness coach. The topics will include, but are not limited to: Week 1: Pre-camp assessment Week 2: Yoga and Pilates (novice level movement) Week 3: Yoga and Pilates (novice level movement) Week 4: Meditation and deep breathing exercises Week 5: Meditation and deep breathing exercises Week 6: Stress Reducing Foods</td>
</tr>
<tr>
<td>Week 7: Stretching, Diabetes Health Screening</td>
<td></td>
</tr>
<tr>
<td>Week 8: Blood Pressure Screening</td>
<td></td>
</tr>
<tr>
<td>Week 9: CPR Certification</td>
<td></td>
</tr>
<tr>
<td>Week 10: Post-camp assessment</td>
<td></td>
</tr>
</tbody>
</table>

**Outcomes**

- Wellness programs are becoming a best practice in Human Resources Management. Employers invest in wellness programs to manage rising health care costs and improve employee health. The specific outcomes for the Wellness Camp are: (1) Improved employee health and wellness, (2) Health care cost containment, (3) Improved work culture and employee satisfaction, (4) Decreased absenteeism, (5) Reduced injury rates, (6) Reduced disability costs, (7) Increased productivity, and (8) Improved retention and recruitment.

**Location**

- District Board Room, 4040 Paramount Blvd., Lakewood, CA 90712. WRD Staff will remove all tables and chairs creating an open space for the camp participants.

**Program Start**

- WRD HR is anticipating beginning the program in mid-January of 2019

**Session Time**

- Monday from 6:00 p.m. to 7:30 p.m.

**Program Contact**

- For more information about the WRD Employee Wellness Camp, please call Brandon Mims at (562) 921-5521 or e-mail at bmims@wrdo.org.

**FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

For discussion only.