



BEAUMONT-CHERRY VALLEY WATER DISTRICT
560 Magnolia Avenue, Beaumont, CA 92223

PERSONNEL COMMITTEE MEETING AGENDA
Monday, July 27, 2020 - 5:30 p.m.

TELECONFERENCE NOTICE

*This meeting is hereby noticed pursuant to
California Government Code Section 54950 et. seq. and
California Governor's Executive Orders N-29-20 and N-33-20
The BCVWD Personnel Committee members will attend via
teleconference*

To access the teleconference:

*Please dial **712-770-4010** and Enter Code **754421***

Meeting materials will be available on the BCVWD's website:

<https://bcvwd.org/document-category/personnel-committee-agendas/>

Call to Order: Chair Covington

Announcement of Teleconference Participation

Roll Call

Teleconference Verification

Public Comment

PUBLIC COMMENT: At this time, any person may address the Personnel Committee on matters within its jurisdiction which are not on the agenda. However, any non-agenda matters that require action will be referred to staff for a report and possible action at a subsequent meeting. Please limit your comments to three minutes. Sharing or passing time to another speaker is not permitted.

- 1. Adjustments to the Agenda**
- 2. Acceptance of Personnel Committee Special Meeting minutes:**
 - a. June 1, 2020 (pages 3 to 8)

ACTION ITEMS

- 3. District Residences and Emergency Facility Policy and properties (pages 9 - 43)**
 - a. District Residences and Emergency Facility Policy revision
 - b. Draft Occupancy and Employment Agreement
 - c. Scope of Work
- 4. Proposed BCVWD Policies and Procedures Manual Updates (pages 44 - 135)**
 - a. Policy Sections 100-3125

5. **Proposed Vendor Agreement: USA Fact** (pages 136 - 171)
6. **BCVWD Return to Work Protocols** (pages 172 - 180)
7. **Report from Human Resources Department** (pages 181 - 182)
8. **Action List for Future Meetings**
 - *Employee Association topics*
 - *Policy manual updates*
9. **Next Meeting Date: September 28, 2020**

Adjournment


AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Personnel Committee of the Board of Directors are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District website: www.bcvwd.org.

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Special Meeting Agenda may be made up to 24 hours before the Committee Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 24 hours prior to the Committee Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the District Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The District Office may be contacted by telephone at (951) 845-9581, email at info@bcvwd.org or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING

I certify that on or before 5:29 p.m. July 24, 2020, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 24 hours in advance of the meeting (Government Code §54956(a)).


_____ for Yolanda Rodriguez
Yolanda Rodriguez
Director of Finance and Administration



BEAUMONT-CHERRY VALLEY WATER DISTRICT AGENDA
560 Magnolia Avenue, Beaumont, CA 92223

MINUTES OF THE PERSONNEL COMMITTEE SPECIAL MEETING
Monday, June 1, 2020 at 5:30 p.m.

*Meeting held via teleconference pursuant to
California Government Code Section 54950 et. seq. and
California Governor's Executive Orders N-29-20 and N-33-20*

CALL TO ORDER

Chair Covington called the meeting to order at 5:31 p.m.

Announcement of Teleconference Participation

Director of Finance and Administration Yolanda Rodriguez clarified that this meeting is conducted via teleconference pursuant to California Government Code Section 54953, and under Executive Order N-29-20 and N-33-20 of the Governor of California.

The teleconference capabilities of this meeting have been identified in the Notice and Agenda for this meeting, pursuant to the Brown Act and the Governor's Executive Order. Under the Governor's Executive Order and the Gathering Guidelines of the California Department of Health due to the danger of COVID-19, the teleconference locations are not publicly accessible. The public's right to comment and participate in the meeting is being assured via teleconference capabilities.

The Beaumont-Cherry Valley Water District (BCVWD) will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to meetings.

Attendance

<i>Directors present:</i>	<i>Ramirez, Covington</i>
<i>Directors absent:</i>	<i>None.</i>
<i>Staff present:</i>	<i>General Manager Dan Jagers; Director of Finance and Administrative Services Yolanda Rodriguez, Human Resources Coordinator Sabrina Foley, Assistant Director of Operations James Bean, Administrative Assistant Erica Gonzales, Field Superintendent Knute Dahlstrom, Crew Leader Michael Morales, Accountant III Lorena Lopez, Production Maintenance II Joe Haggin</i>
<i>BCVWD Employee Association reps:</i>	<i>Erica Gonzales</i>

Director of Finance and Administration Yolanda Rodriguez verified that all members of the Personnel Committee and staff have indicated that they are able to hear the other directors clearly on the teleconference. No committee members or staff expressed any reason to believe, based on voice recognition or otherwise, that those persons representing themselves to be committee members are not truly so.

PUBLIC INPUT: *None.*

ACTION ITEMS

1. Adjustments to the Agenda:

Chair Covington advised that he intends to table Item 4.

2. Approval of the March 30, 2020 Special Meeting minutes

The Committee accepted the minutes of the Personnel Committee meeting.

3. Update on action related to Employee Benefits

Human Resources Coordinator Sabrina Foley presented the health benefit cost detail as requested by the Committee. She pointed out the 2020 costs of the District-provided health plans and enrollment overview.

Chair Covington recalled that this topic arose during discussion of the FY 2020 budget and noted that the Board of Directors was unaware of existing costs for employee medical benefits.

Chair Covington invited public comments. There were none.

General Manager Jagers advised this information is important in order to gain perspective on ongoing negotiations of the employee Memorandum of Understanding and undertake a salary survey in 2021. Chair Covington added that there are ancillary benefits that employees requested which are not District-paid.

Director Ramirez said he appreciates the information and looks forward to discussion at the end of the year.

4. Update and Direction related to Director Benefits

- a. Health coverage for Directors
- b. Medical reimbursement program
- c. Proposed Resolution 2020-__ : Fixing the Employer's Contribution Under the Public Employees Medical and Hospital Care Act (PEMHCA) with Respect to Non-CalPERS Elected Directors

Chair Covington tabled this item and indicated it should return in October.

5. Employee Uniforms as Special Compensation

Chair Covington invited public comments. There were none.

General Manager Jagers explained the intent is to bring the District into compliance with CalPERS requirements.

Ms. Foley explained this item is for informational purposes for the Committee and for the Employee Association. She explained that a notice was received from CalPERS reminding employers that a uniform allowance is a reportable (PERSable) item for special compensation for classic CalPERS members. She presented detail of the requirement and included items.

BCVWD has 19 classic CalPERS members, eight of whom receive uniforms that are qualifying under the definition of Special Uniforms for Personal Attire, Foley noted. She advised that an update will be necessary to the District's Policies and Procedures Manual section 32 and will be presented at a future Personnel Committee meeting.

The financial impact is estimated to be \$375 per year in higher reportable income which fractionally increases the compensation for which employees may be eligible, as related to CalPERS upon retirement. District contributions may vary slightly based on that increased compensation. Foley indicated she does not believe this will affect an employee's W-2 but would affect what is reported to CalPERS as income.

She advised that action to be taken includes amending the Employee Association MOU to include the definitions of uniforms as an employee benefit for CalPERS Classic members, amendment of the Policies and Procedures Manual, adjustment of reportable compensation to CalPERS, and addition of retroactive adjustments as needed to the date of discovery (2019).

In response to Chair Covington, Ms. Foley explained that this reporting was previously required by CalPERS, but the definition was vague, so this clarification was provided via Circular Letter.

Director Ramirez asked if any costs to the District would be incurred. Ms. Foley indicated this may affect employer contributions to CalPERS based on the increased amount. It is difficult to determine the impact without individual analysis. The District's accounting department will determine any retroactive corrections to be made but there should not be a substantial impact, Foley said. In response to Director Ramirez, Ms. Foley advised there is no requirement for the contributions to go to the Board for approval, but this will also involve an update to the MOU as required by CalPERS when it is up for renegotiation, she said.

Director Ramirez asked about specific financial impacts and requested the information prior to the start of the MOU negotiations. Ms. Rodriguez indicated this could be done once the amount is determined.

Mr. Jagers reiterated that this will trigger an update to the Personnel Policies and Procedures Manual which will be taken to the full Board for final approval.

In response to Chair Covington, Mr. Jagers clarified that more than eight field staff members wear uniforms, but the CalPERS PEPRA members are not included. Additionally, Jagers noted, if the District purchases polo shirts for combined professional appearance, that also falls into the reportable category.

Chair Covington acknowledged this is not a large fiscal impact and concurred with Director Ramirez that this should be vetted before the MOU negotiation. Ms. Foley directed attention to the staff report attachment detailing reportable uniform estimates.

In response to Chair Covington, Ms. Foley noted this will be an ongoing adjustment and corrections will be made as the District is able to do so. She recommended that accounting and payroll apply corrections as soon as possible in order to have a good understanding of any impact moving forward to next year's budget. Ms. Foley confirmed the expiration date of the current MOU is December 31, 2021.

Ms. Gonzales, representing the Employee Association, indicated she will discuss with the other representatives to ensure communication to the field staff. Mr. Jagers stated that the Circular Letter requires the District to report this and the clarification from CalPERS is part of the full salary compensation package that is analyzed as a post-retirement benefit activity. The District will continue to analyze the cost and report. How this adds to the total benefit package for the employee, and how that might be considered, is what will be discussed moving forward, Jagers noted, along with the proper policy and procedures. In response to Chair Covington, Mr. Jagers clarified that the District has not been paying this but will be doing so.

6. District Residences and Emergency Facility Policy and properties

Chair Covington invited public comments. There were none.

Director of Finance and Administrative Services Yolanda Rodriguez explained that this is an update on District-owned housing and there is no staff recommendation. She gave background on the acquisition of properties and residential dwellings. Employees have been installed at these residences primarily to provide security, maintenance and emergency needs, she noted, and pointed out the District Residences and Facility Emergency Policy adopted in 2009.

Ms. Rodriguez shared BCVWD rental agreements and advised that the District currently owns four dwellings: three on Oak Glen Road and one on Avenida Miravilla. She explained a cost analysis of maintenance activities for the Avenida Miravilla house and explained that the tenants pay \$200 per month and are provided with water. Tenants reimburse the District for propane, sanitation and electricity.

Ms. Rodriguez pointed to the sample rental agreements. Mr. Jagers noted that the District Residences and Emergency Facility Policy should be updated. All four employees who reside in the District-owned residences are in attendance in case the Personnel Committee has questions about duties and responsibilities.

Chair Covington agreed that changes to the policy are needed and asked whether the policy is included in the District's Policies and Procedures Manual. Mr. Jagers advised it is not, and it appears that based on review of files, it appears that this policy was crafted in 2009 in response to the Grand Jury investigation. The files show that it was transmitted to the Grand Jury and it is presumed that the Board approved it, although no definitive record was found.

Chair Covington asked if minutes of the March 11, 2009 Board meeting were available and said it would be good to see the level of discussion. Mr. Jagers indicated the minutes are available.

Chair Covington pointed out that the policy and the rental agreement should come together, but they do not. The purpose is to identify the responsibility of the tenant which is usually an employee. In the future, Covington suggested, there may not be an employee who wishes to reside in one of the residences, and there should be provisions for that. It is critically important to have the residences on the property and more critical to have District staff in them, Covington stated. He recalled that in the 1990s, the houses off Oak Glan and Wildwood were staffed by Cal Fire employees, not water district employees.

The rental agreements and policy need to work together, Covington noted and pointed to the sample policies to spell out the responsibilities of the parties in order to protect the employee in the District-owned residence. He stated that input from the employees who live in the houses will be important but cannot drive the process; it must be objective.

Director Ramirez thanked staff members who have been caring for the canyon while living in the District-owned properties. He said he believes there is great benefit to having them there and in keeping the canyon consistently maintained, which is a high priority.

Ramirez suggested continuing looking through the rental agreements to assure they are fair and provide the best coverage for the District and for staff. He said he needs more time to digest the information presented but said he thinks this is moving in the right direction.

Mr. Jagers suggested it may be worthwhile to have District legal counsel look at the agreements. He noted the monthly payment of \$200 should be reviewed; the intent was to accrue monies to pay for maintenance of the residence. A financial assessment and review of maintenance items should be done to assure that the employee residing in the District-owned residence has a well-maintained facility and the District maintains its investment in the properties. Jagers also suggested an annual home inspection.

Chair Covington indicated that neither the policy nor the rental agreement appear to provide a level of order and protection for the District or the employee. One issue is that the District collects only \$2,400 per year for major renovation, and the funds disappear at the end of the year, Covington noted. Two of the houses appear to be lacking maintenance which should be done by the District, he pointed out.

Covington advised that when he was working for BCVWD, the District-owned houses became an issue, and the District needs to assure the purpose of the rentals is reasonable and clear.

Chair Covington invited comments from the employees. Mr. Bean, Mr. Morales, Mr. Haggin, and Mr. Dahlstrom indicated no comment at this time.

Mr. Jagers clarified direction to review and make recommendations to update the policy and rental agreement to reflect the current situation and remain transparent. Included would be minimum obligations and activities of the District and the employees as well as analyzing costs of maintenance and the appropriateness of the monthly \$200 for maintenance, he said. Jagers also suggested creating schedules of activities, checklists and inspections so that properties are well maintained, and employee occupant lists are current, and legal counsel review.

Chair Covington called for clarity and assurance that the employees in residence understand their obligations, and to bring the policy current. He said the District-owned homes must be well taken care of like any assets of the District. There should be some changes to how this is addressed, and the obligations must be fully understood,

Covington said. Mr. Jagers said he has not yet worked with staff at the residences to document their efforts such as maintenance. Covington indicated that the 2021 budget should show the monies that come in from the rentals as restricted funds and noted that \$2,400 per year is not sufficient to cover potential costs such as damage or roofing. Ms. Rodriguez indicated this accounting would be easy to do; it would be a Board-designated restricted fund. She noted that the policy indicates the monies collected are to accrue to pay for major maintenance.

7. Report from Human Resources Department

Ms. Foley presented the report for the period of March 26 through May 25, 2020. She noted several significant employee work anniversaries.

Ms. Foley detailed the focus of Human Resources on employee communication related the COVID-19 emergency and resulting changes.

Additionally, HR has been contributing to draft Return-to-Work procedures, protocols, and best practices, Foley continued.

Chair Covington acknowledged there is a lot going on and indicated appreciation. He said he would share information from Sacramento on return-to-work. He requested to be included in distribution of the monthly calendar of events.

8. Action List for Future Meetings

- Employee Association topics
Ms. Gonzales reported that the Employee Association had brought forth some issues that were resolved internally and did not require Committee participation.
- Policy manual updates
In response to Chair Covington, Ms. Rodriguez noted that the project is ongoing. Progress has slowed in the last couple of months due to COVID-19, but this is still a priority, she advised. Mr. Jagers advised that staff has significantly reviewed the cross-connection policy and a draft is in front of legal counsel; and other policies are under review. Ms. Foley explained that she intends to introduce a reorganization of policies and update of the document format.

9. Next Meeting Date:

Chair Covington called a special meeting for Monday, July 27, 2020 at 5:30 p.m.

ADJOURNMENT: 6:51 p.m.

Attest:

DRAFT UNTIL APPROVED

John Covington, Chairman
to the Personnel Committee of the Beaumont-Cherry Valley Water District



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
July 27, 2020**

Item 3

STAFF REPORT

TO: Board of Directors
FROM: Yolanda Rodriguez, Director of Finance and Administrative Services
SUBJECT: **District Residences and Facility Emergency Policy and properties**

Staff Recommendation

Review the proposed revision to the District Residences and Emergency Facility Policy, provide comment and/or direction to staff, and recommend presentation of the final draft to the full Board for adoption.

Background

As the Beaumont-Cherry Valley Water District boundaries grew to encompass the more rural areas of Cherry Valley and the Bonita Vista Water Company, it acquired various properties in Edgar Canyon, such as well sites and other facilities, three of which included residential dwelling structures.

Over time, BCVWD employees have been installed at these residences to provide security, maintenance, and any emergency need that arises. The District's intent upon installing District employees at these residences "is in furtherance of providing ongoing security for the District's wells and transmission facilities."

At its meeting of June 1, 2020, the Personnel Committee reviewed the District Residences and Facility Emergency Policy and samples of the Rental (or Housing) Agreement and directed staff to prepare revisions that assure transparency and represent the interests of both the employees residing in the District-owned residences and those not in residences.

The Policy having been last revised in 2009 in response to a Grand Jury investigation in 2008, the Personnel Committee identified several areas of needed revision:

- The Policy and the Agreement should be complementary and coordinated
- Provide for the potential to rent to a tenant other than a District employee
- Delineate the responsibilities of the employee residing in the District-owned residence

Summary

District Residences and Emergency Facility Policy

Using sample documents from similar situations at other Districts and information gleaned from interviews of the employees currently residing in the District-owned residences, staff prepared a substantial revision of the District Residences and Emergency Facility Policy. A new Employment and Occupancy Agreement has also been drafted to reflect policy items. These drafts have been



reviewed by legal counsel and are attached herewith for Personnel Committee review and comment.

Items identified by the Personnel Committee and the General Manager have been included, and legal considerations have been added while mirroring the Snow Creek agreement sample document.

Of note, the policy has been designed to assure that the residency does not constitute a taxable fringe benefit to the employee and is instead a working condition fringe benefit, and does not create a legal tenancy. At the same time, typical legal tenant protections have been included to assure the safety and peace of mind of the employee.

Typical minor maintenance functions are included in the policy, but more detailed and significant responsibilities are outlined in the Scope of Work, which will be attached as Exhibit A to the Occupancy and Employment Agreement.

The 2009 policy provides for a nominal \$200 per month monthly maintenance fee which accrues to pay for major maintenance of the residence. These payments will continue to accrue, however the fee amount will be addressed individually for each residence in the Occupancy and Employment Agreement according to a value analysis provided by Finance.

Once reviewed by the Personnel Committee, staff recommends the revised District Residences and Emergency Facility Policy be referred to the full Board for adoption.

For the purposes of recommendation to the Board, staff has prepared several accompanying documents. These do not require Board action and are not part of the recommendation to the Board, they are for information only.

Draft Occupancy and Employment Agreement

The revision of this document reflects policy items and delineates the legal terms for occupation of the District-owned residences. It is a standalone document and will not be a part of the policy adoption, allowing the District flexibility in terms (while remaining within the policy) and to respond to potential legal environment changes.

Scope of Work

A proposed Scope of Work is being prepared based on current conditions and work being performed and will be attached to the Occupancy and Employment Agreement.

Value Analysis

District staff has prepared a draft value analysis for each of the residences, to determine an estimate of the monthly amount needed to be collected to pay for maintenance and repairs or replacements at each residence. A list of maintenance and repair or replacement functions and their associated costs for each residence was assembled and a detailed cost estimate was calculated for each function. The cost estimates were calculated based on published material



costs and labor costs as researched by District staff, and are based on the general dimensions of the fixtures and furnishings to be maintained and repaired or replaced.

The maintenance and repair or replacement functions for each residence are grouped into the following four categories:

1. Yearly Maintenance/Upkeep (By Occupant)
2. Home Maintenance Period 2-5 Years
3. Home Maintenance Period 5-10 Years
4. Home Maintenance Beyond 15 Years

The value analysis incorporates a future value and a sinking fund calculation. The future value calculation uses a periodic escalation rate such as inflation or Consumer Price Index to determine what an expense in present-day dollars would cost in a future period. In this value analysis, the cost escalation factor used is 2.51%, based on the average CPI increase from 2000-2019 for the Los Angeles-Long Beach-Anaheim, CA, area. The Riverside-San Bernardino-Ontario, CA CPI rate did not have a 20-year history readily available.

The sinking fund concept is where a certain amount of money is set aside periodically in an interest-bearing vehicle, in order to pay for a future expense. In this value analysis, the savings interest rate used is 1.855 and is based on the average PMIA-LAIF yield from 2001-2020.

In the value analysis, the estimated cost to replace the windows at the 12303 Oak Glen Road residence is approximately \$6,800 in present-day dollars. It is estimated that this replacement function would be done in 20 years. Using the annual CPI increase of 2.51%, the window replacement would cost approximately \$11,164 in 20 years. If the District collected \$38.42 each month for this specific function, and put said money in LAIF where it would be reasonably expected to earn 1.85% interest each year for 20 years, there would be enough money to pay for the window replacement at the time it is expected to be necessary.

While the District would be collecting the funds necessary to pay for the maintenance and repair or replacement of most of the functions at each residence, it is assumed that several of the functions can be performed by the person living at the residence. The costs of those items is calculated in the same way as all other functions.

Attachments

- A. District Residences and Emergency Facility Policy (2009)
- B. Proposed revision District Residences and Emergency Facility Policy
- C. Draft Occupancy and Employment Agreement
- D. Cost Analysis
- E. Minutes of the March 11, 2009 Board of Directors meeting

BEAUMONT CHERRY VALLEY WATER DISTRICT PERSONNEL POLICY MANUAL

DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

Facility Emergency Policy

The Beaumont Cherry Valley Water District currently owns three residences. Said residences are located on District property in close proximity to water system facilities necessary for the provision of water service. These facilities include but are not limited to wells, pipelines, reservoirs and other facilities necessary for delivery of the water. These facilities are located in remote locations in the District-owned watershed area.

The District will offer lodging in order to effectively safeguard the District facilities and respond to emergencies or other potential problems which may arise. Employees living in these residences will be required to be on an on-call schedule to provide the services described below. Such services include but are not limited to:

1. Safeguarding property and facilities from trespassers and potential vandalism
2. Monitor property and facilities on a daily basis
3. Respond immediately to facilities nearest to the residence in the event of a natural disaster or other emergency
4. first to be called upon to assist the Production Department standby employee in the event of telemetry system, distribution and transmission system, and customer service emergencies which require after hours emergency repairs (Refer to Standby Program Policy)

The Assistant General Manager is responsible for preparing the on-call schedule

It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities. These emergencies include acts of vandalism, security breaches, power failures, operational failures, floods, fires, earthquakes and other natural or manmade emergencies. It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster. The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

For items 1 and 2 above, no overtime will be paid for actually performing said services. For items 3 and 4 above, overtime will be paid after two hours of actual emergency work has been performed.

District Residences Policy

In addition to the provision of the particular Lease for Employee Housing, the employees who reside in District residences shall also be responsible for and comply with the following:

1. Employees shall pay for electric and propane utilities at their place of lodging. Employees shall be responsible for such payment within 15 days of presentation of such invoice by the District. The District will provide water.

2. Employees shall pay the possessory interest tax as invoiced by the respective County Tax Assessor/Collector
3. Employees shall establish, and pay for their personal telephone service, internet, cable etc.
4. Employees shall pay \$200 per month which will accrue to pay for major maintenance of the residence

Request for repair or maintenance items, or improvements to the residence in excess of \$200 shall be brought to the General Manager for approval

5. Employees are responsible for upkeep of individuals lawns or yards

Management will determine which employees will live in the District residences based on certain criteria. Management will write procedures for the occupant to follow for any situation that might occur. Upon selection and prior to moving into a residence, the employee shall enter into a Lease for Employee Housing as provided by the District.

ADOPTED, SIGNED AND APPROVED THIS 11TH Day of March, 2009 by the following vote:

AYES: Ball, Parks, Dopp, Ross and Woll
NAYS: None
ABSENT: None
ABSTAIN: None

Dr. Blair Ball, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

Attest:

Ryan Woll, Secretary to the
Board of Directors of the
Beaumont Cherry Valley Water District



BEAUMONT-CHERRY VALLEY WATER DISTRICT
560 Magnolia Ave., Beaumont, CA 92223

POLICY DRAFT – VERSION 4
DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

PURPOSE

1. **District facilities.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. **Properties.**
District-owned residence properties include four (4) separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.
3. **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.
 - a. Local Emergencies include:
 - i. Acts of vandalism
 - ii. Security breaches
 - iii. Power failures
 - iv. Operational failures
 - v. Floods
 - vi. Fires
 - vii. Earthquakes
 - viii. Monitor damage caused by wildlife
 - ix. Other natural or human-caused emergencies
 - b. Regional emergencies
It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.
4. **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.
5. **Non-Employee Occupancy**
 - a. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private tenant on a 12-month basis at fair market value.

- b. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.
- c. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

POLICY

6. Occupancy of District-owned Residences

- a. Occupancy of District-owned residences is provided for the convenience of BCVWD.
- b. The Employee is required to accept this lodging as a condition of employment.
- c. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
- d. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise.
- e. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
- f. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence. Annual (monthly) maintenance fee increases, if any, are limited to the Riverside County Consumer Price Index plus 5 percent as regulated by California Civil Code Section 1947.12(a)(1).

7. Responsibilities

- a. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
- b. The primary responsibilities of the Employee residing in a District residence include but are not limited to:
 - i. Safeguarding property and facilities from trespassers and potential vandalism
 - ii. Monitoring property and facilities daily
 - iii. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
- c. Management will provide procedures for the Employee to follow for situations that may occur, to be included in the Scope of Work document.

8. Occupancy.

- a. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of the BCVWD property.
- b. Employee shall pay the possessory interest tax as invoiced by the respective County Tax Assessor / Collector.
- c. During Employee's employment, Employee's spouse and dependent children, if any, may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.
- d. Maximum occupancy of District-owned residences is two (2) persons per bedroom.
- e. Employee may have up to two (2) pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e. horses). All animals in residence on BCVWD property are governed under Title 6 of the Riverside county Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.
- f. Wild or undomesticated animals are deemed potentially dangerous and are not allowed to be maintained on BCVWD property.

9. Utilities

- a. Provided by BCVWD free of charge to the residence:
 - i. Water
 - ii. Septic tank service and related maintenance
 - iii. Pest control
 - 1. Pest control shall be provided upon request as needed for interior of residence and garage.
 - 2. Pest control shall be provided upon recommendation by annual inspection as needed.
- b. To be established and provided by Employee:
 - i. Propane gas
 - 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
 - ii. Electricity
 - iii. Telephone service
 - iv. Internet service
 - v. Television (cable or satellite)
- c. Trash removal: There is no trash pick-up service for the residence. Employee will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.

10. Maintenance

A. Employee Responsibility

- a. Employee shall maintain cleanliness and order of both the interior and exterior areas of said residence structures, as well as the surface of the surrounding roadway to have a clear, neat, and orderly appearance.
- b. Employee shall maintain the lawn, front, and back yards of the residence as applicable.
- c. Employee shall make minor repairs and maintain the property in good order.

- i. Minor repairs include:
 - 1. Replacement of light bulbs
 - 2. Replacement of smoke detectors and similar devices
 - 3. Repair or replacement of screen doors and window screens
 - 4. Similar repairs which do not require the use of specialized tools, equipment, or training
 - d. Employee shall maintain a basic first aid kit on the premises.
 - e. Employee shall maintain a functional fire extinguisher on the premises.
 - f. Under no circumstances shall Employee make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping, or property without first obtaining written authorization from BCVWD.
 - g. Requests for repair, maintenance items or improvements to the residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
 - h. Employee is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.
- B. BCVWD responsibility.
- a. BCVWD shall perform or cause to be performed by a qualified contractor an annual inspection of the Residence and property to determine any maintenance needs.
 - b. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:
 - (i) All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
 - (ii) All appliances purchased and installed by BCVWD.
 - (iii) All fencing, gates, locks, and associated hardware.
 - (iv) Exterior maintenance: painting, roof repair, wood trim and siding.
 - (v) All plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - (vi) All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - (vii) All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - (viii) Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
 - (ix) Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
 - (x) BCVWD shall keep all access roadways free of overhanging brush as required.

11. Insurance.

- a. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- b. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled or reduced until at least thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee.
- c. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee as additional insured.

12. Termination of Employment and Occupancy

- a. Employee's right to use and occupy a District-owned residence is a condition of employment and is a periodic tenancy.
- b. Upon termination of employment, the right is also terminated.
- c. Vacation of premises will occur on the earlier of:
 - i. Sixty (60) days following written notice from BCVWD to vacate the residence; or
 - ii. Sixty (60) days following the date upon which Employee's employment with BCVWD is terminated; or
- d. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon 60 days written notice.



BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Ave., Beaumont, CA 92223

EMPLOYMENT AND OCCUPANCY AGREEMENT – AGENCY FACILITIES

This Employment and Occupancy Agreement (“Agreement”) is made and executed effective:

_____, _____ by and between Beaumont-Cherry Valley Water District, an independent special district of the State of California (BCVWD or “DISTRICT”), and:

_____ (“EMPLOYEE”), an individual.

RECITALS

1. BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. For the convenience of the DISTRICT, and in the best interest of the DISTRICT, BCVWD desires to engage the services of EMPLOYEE to perform duties as specified herein with respect to said facilities and associated structures.
3. EMPLOYEE has the experience and qualifications necessary to perform required duties.
4. The purpose of this Agreement is to set forth the terms by which BCVWD has engaged EMPLOYEE to perform various duties at BCVWD’s facilities located at:

and other miscellaneous properties; and the terms and conditions under which EMPLOYEE shall occupy the residential premises owned by BCVWD (“Residence”) located at:

5. The parties hereby acknowledge that EMPLOYEE shall pay \$_____ per month which will accrue to pay for major maintenance of the DISTRICT-owned Residence.
6. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the County may require BCVWD to pay a possessory interest tax. The parties hereby agree that the EMPLOYEE shall pay the possessory interest tax.

SCOPE OF WORK

1. **Location.** In consideration of occupancy of the DISTRICT-owned Residence ("Residence") at:

_____ :

2. **Residence.** EMPLOYEE shall reside full-time at the BCVWD above-identified Residence located on BCVWD property as part of the terms of this Agreement.

3. **Services to be Provided**

- a. Effectively safeguard the DISTRICT property and facilities from trespassers and potential vandalism
- b. Monitor property and facilities daily
- c. Respond immediately to facilities nearest the Residence in the event of a natural disaster or other emergency
- d. Perform the duties as outlined in Exhibit A, Scope of Work
- e. EMPLOYEE's regular duties, responsibilities, and obligations are defined in, and are hereby incorporated by reference, in the EMPLOYEE's regular Job Classification Specification (job description).

4. **Site/Facility Security**

EMPLOYEE shall be alert to the fact that Edgar Canyon facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to BCVWD. All activity in and around the streams is prohibited. Guests of the EMPLOYEE are not allowed tours, nor will photography, videography, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than BCVWD management.

5. **Compensation and Job Status**

- A. EMPLOYEE's employment status under this Agreement shall be at-will and governed by the BCVWD Employees MOU and/or District Policy
- B. EMPLOYEE shall observe adherence to all BCVWD Employee Rules and Regulations, Policies, and the Policies and Procedures Manual.
- C. EMPLOYEE's regular Job Classification Specification is attached as Exhibit B and such duties are in addition to the Scope of Work (Exhibit A) as the course of regular employment.

TERMS OF OCCUPANCY OF RESIDENCE

As part of the terms of this Agreement, Employee shall reside full time at the BCVWD Residence located on BCVWD property located at:

Occupancy by the EMPLOYEE is not a benefit of employment but is required due to the need for oversight of the BCVWD property.

1. Occupancy

- A. A Residence consisting of a three (3) bedroom structure and detached garage are located on BCVWD’s property in the area where EMPLOYEE performs work for BCVWD.
- B. EMPLOYEE agrees that they carefully examined the Residence prior to occupancy, including the grounds and all buildings and improvements, and that the facilities are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. EMPLOYEE accepts occupancy of the Residence “as is.”
- C. No Residential Tenancy Created. This Agreement does not establish a leasehold interest in the Residence or the property upon which the Residence is situated. This Agreement does not establish a landlord-tenant relationship between EMPLOYEE and BCVWD. The Residence is corporate housing provided to EMPLOYEE under a license as part of the position of EMPLOYEE. To the extent that any rights under California residency laws apply, EMPLOYEE hereby explicitly waives them.
- D. BCVWD recognizes the presence of occupants in said Residence is beneficial to BCVWD in terms of maintenance, security and emergency response. Accordingly, BCVWD shall permit EMPLOYEE, spouse and dependent children, if any, to occupy said Residence during EMPLOYEE’s employment with an appropriate (monthly) maintenance fee in exchange for the performance of associated job duties and maintaining and securing the Residence in accordance with the terms established herein.
- E. The maximum occupancy of the Residence is two (2) persons per bedroom.
- F. EMPLOYEE may have guests in the Residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. At no time may the maximum occupancy (Section E, above) be exceeded.
- G. Within two (2) days of any change, EMPLOYEE shall advise BCVWD of any additional inhabitants or change of inhabitants at Residence (including family or overnight guests) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

Occupant List

Date:

- H. The Residence shall be used as a private dwelling and will be occupied only by those persons named above. The Residence shall not be used for any other purposes without the consent of the General Manager.

2. Rules.

- A. Pets and animals.
 - i. Under no circumstances shall EMPLOYEE maintain on the property wild or undomesticated animals, which are deemed as potentially dangerous by BCVWD.

- ii. All animals in residence on BCVWD property are governed under Title 6 - Animals of the County of Riverside Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the Residence.
 - 1. Dogs must be properly and currently licensed, vaccinated and spayed / neutered according to the ordinances of the County of Riverside or County of San Bernardino.
 - iii. All animals approved by BCVWD shall be quartered as deemed appropriate by BCVWD.
 - iv. Pets to be maintained indoors shall be subject to an additional Pet Deposit.
- B. Smoking or vaping. Smoking or vaping inside or within 25 feet of operable doors or windows of the Residence or other buildings on the property is prohibited.
 - C. Fires. No fires shall be permitted on BCVWD property except in facilities such as wood burning stoves, fireplaces, or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no open fires or burning pits/receptacles will be allowed.
 - D. EMPLOYEE shall not permit anything dangerous, flammable, or explosive on the DISTRICT Property or within the Residential Unit.
 - E. Firearms. Legal firearms/weapons and associated ammunition are permitted on BCVWD property as permitted by law.
 - F. EMPLOYEE shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the DISTRICT Property without written permission from the General Manager or their designee.
 - G. EMPLOYEE shall not allow unlawful, or offensive use of the DISTRICT Property or Residential Unit.
 - H. EMPLOYEE shall not conduct any business at the District Property without prior written permission from the General Manager.
 - I. EMPLOYEE shall not operate or use the DISTRICT Property or Residential Unit in such a manner as to create a nuisance on the property.
 - J. EMPLOYEE shall not grow, or allow others to grow, any crops on the DISTRICT Property or within the Residential Unit without prior written permission from the DISTRICT Manager.
 - K. EMPLOYEE shall not grow, use, or store, or allow others to grow, use, or store cannabis plants or products, on or at the DISTRICT Property or within the Residential Unit.
 - L. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules affecting the cleanliness, occupancy and preservation of the Premises during the term of this Agreement.
 - M. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules with regards to illegal drugs or substances.

3. Utilities

- A. Provided by BCVWD free of charge to the Residence:
 - i. Water
 - ii. Septic tank service and related maintenance
 - iii. Pest control

1. Pest control shall be provided upon request as needed for interior of Residence and garage.
 2. Pest control shall be provided upon recommendation by annual inspection as needed.
- B. To be established and provided by EMPLOYEE:
- i. Propane gas
 1. EMPLOYEE shall be responsible for payment within 15 days of presentation of such invoice by the DISTRICT.
 - ii. Telephone service
 - iii. Internet service
 - iv. Electricity
 - v. Television (cable or satellite)
- C. Trash removal: There is no trash pick-up service for the Residence. EMPLOYEE will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities .

4. Maintenance

A. EMPLOYEE Responsibility

- a. EMPLOYEE shall maintain cleanliness and order of both the interior and exterior areas of said Residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- b. EMPLOYEE shall maintain the lawn, front and back yards of the Residence as applicable.
- c. EMPLOYEE shall make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
- d. Under no circumstances shall EMPLOYEE make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping or property without first obtaining written authorization from BCVWD.
- e. All permitted modifications, additions, or improvements and any fixtures installed by EMPLOYEE shall be the property of the DISTRICT.
- f. Requests for repair, maintenance items or improvements to the Residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
- g. EMPLOYEE is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.

B. BCVWD Responsibility

- a. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the EMPLOYEE or occupants otherwise beyond normal wear and tear (in which case, EMPLOYEE will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for all interior, exterior and replacements as specified below:

- i. All Residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
- ii. All appliances purchased and installed by BCVWD.
- iii. All fencing, gates, locks, and associated hardware.
- iv. All exterior maintenance, painting, roof repair, wood trim and siding.
- v. All plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
- vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
- vii. All items integral to Residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
- viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit.
- ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
- x. BCVWD shall keep all access roadways free of overhanging brush as required.
- xi. All requests for maintenance of any of the aforementioned shall be directed to BCVWD, and subsequent follow-up and approval of work shall be solely at the discretion of BCVWD.

5. Unauthorized Individuals/Trespassers

- A. In the event EMPLOYEE encounters or observes trespassers on BCVWD properties, EMPLOYEE shall:
 - (i) Inform said trespasser that they are trespassing on BCVWD property and request they vacate. EMPLOYEE shall try to obtain a photo of trespasser or trespasser's vehicle and shall provide written documentation of trespass on forms provided by BCVWD.
 - (ii) If the trespasser refuses to cooperate when asked to vacate, EMPLOYEE shall notify BCVWD management and the County of Riverside Sheriff's Department. Under no circumstance shall EMPLOYEE use force, brandish weapons or provoke violence. BCVWD shall be notified of all incidents involving trespass no later than the next working day.
 - (iii) EMPLOYEE shall not grant access to BCVWD facilities by non-DISTRICT personnel, nor shall EMPLOYEE grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained from the General Manager.

6. Vehicles

All vehicles stored at Residence area must be operable and must meet applicable State of California emissions requirements. BCVWD reserves the right to limit the number of vehicles stored on property if BCVWD deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to BCVWD structures, facilities, or personnel. BCVWD shall allow EMPLOYEE to park up to three (3) personal vehicles at the Residence.

7. Smoke and Carbon Monoxide Detectors.

EMPLOYEE acknowledges and agrees that smoke and carbon monoxide detectors are in place and are operational. EMPLOYEE agrees to test the smoke and carbon monoxide detectors at least once a month. If the detectors are battery powered, EMPLOYEE agrees to replace the batteries at least annually. If, after replacing the batteries, the smoke and carbon monoxide detectors do not work, EMPLOYEE agrees to inform the DISTRICT immediately. If the detectors are not battery powered, EMPLOYEE agrees to inform the DISTRICT immediately of any malfunction.

8. Demand to Vacate Premises

BCVWD reserves the right to require the EMPLOYEE to vacate the premises in the event of a disaster or life threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the EMPLOYEE and related occupant(s) of the Residence. EMPLOYEE and any related occupants will, without argument, abandon the property immediately upon the verbal request of the BCVWD General Manager (or designated spokesperson), or a Department Head. EMPLOYEE and related occupants shall not return to the property until authorization is given by any one of the above named BCVWD representatives.

9. Personal Property

- A. EMPLOYEE shall have sole responsibility for the personal contents of the property.
- B. Insurance. EMPLOYEE shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property and Liability. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. EMPLOYEE understands, acknowledges and agrees that neither the forgoing assets nor any other property of EMPLOYEE shall be covered under and insurance policy held by BCVWD. The Renters Insurance policy shall be issued under the name of the EMPLOYEE and BCVWD named additional insured.
- C. DISTRICT is not responsible for EMPLOYEE'S personal property. In the event that EMPLOYEE'S personal property or equipment on the DISTRICT Property is damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. EMPLOYEE does hereby release and waive on behalf of itself and any insurer by subrogation or otherwise, all claims against DISTRICT on account of any loss or other casualty to EMPLOYEE'S personal property or equipment whether or not such loss or other casualty shall have resulted in whole or in part from the negligence of DISTRICT. This clause is intended as a complete release of liability in favor of DISTRICT without limitation for all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

10. Access to Residence

BCVWD reserves the right to enter the property at its discretion by written 24-hour notice in a non-emergency situation, or with no notice in the event of an emergency related to, but not limited to, a natural disaster, serious illness or accident, or a situation where there is just cause to believe a harmful or life threatening situation may exist.

11. Termination of Employment and Occupancy.

- A. EMPLOYEE acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, EMPLOYEE's right to use and occupy the Residence will also terminate.
- B. In connection with termination by BCVWD of EMPLOYEE's employment, EMPLOYEE agrees to vacate the Residence on the earlier of:

1. Sixty (60) days following written notice from BCVWD to vacate the Residence; or
 2. Sixty (60) days following the date upon which EMPLOYEE's employment with BCVWD is terminated.
- C. If EMPLOYEE remains in the Residence following expiration of the period described above, such occupancy will be deemed a tenancy at sufferance. EMPLOYEE will be liable to BCVWD for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and BCVWD may utilize all legal rights and remedies to cause EMPLOYEE's occupancy of the Residence to be terminated.
- D. Occupancy of the DISTRICT-owned Residence may be terminated at any time by BCVWD with or without cause upon 60 days written notice.

12. Indemnification and Hold Harmless

- A. BCVWD shall be indemnified against any personal loss, damage, theft or injury suffered by EMPLOYEE during the term of this service contract and occupation of the DISTRICT-owned Residence. EMPLOYEE agrees to indemnify and hold harmless BCVWD for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the DISTRICT's property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by EMPLOYEE or family or guests of EMPLOYEE.
- B. The term BCVWD as used in this Agreement shall include employees, board members, agents, and representatives where the context requires or permits. The term "EMPLOYEE" as used in this Agreement shall include Guest(s), heirs, successors, assigns, invitees, representatives and other persons on the property during EMPLOYEE's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

13. Assignment of Agreement

Under no circumstance shall the EMPLOYEE assign the terms of this agreement to any other individual. EMPLOYEE shall have no right to assign, or otherwise transfer this Employment and Occupancy Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than EMPLOYEE of all or any part of the premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Employment and Occupancy Agreement.

14. Term of this Agreement

The term of this Agreement shall be for a period of one (1) year from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

15. Default.

A party shall be deemed to be in default under the terms of this Employment and Occupancy Agreement if a party shall fail to promptly perform or observe any covenant, condition or responsibility to be performed by any party under this Employment and Occupancy Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform their obligation under this Employment and

Occupancy Agreement and specifying the action that must be taken to cure the claimed nonperformance.

16. Surrender or Abandonment.

If at any time during the Term of this Agreement, EMPLOYEE abandons the DISTRICT Property or any part thereof, DISTRICT automatically obtains possession of the Residential Unit without becoming liable to EMPLOYEE for damages or for any payment of any kind whatever. DISTRICT shall consider any personal property belonging to EMPLOYEE and left on the Property to also have been abandoned, in which case DISTRICT may dispose of all such personal property in any manner DISTRICT shall deem proper and DISTRICT is hereby relieved of all liability for doing so. EMPLOYEE agrees that upon surrender or abandonment, DISTRICT shall not be liable or responsible for storage or disposition of EMPLOYEE'S personal property.

17. Remedies.

In the event of a default by a party, the non-defaulting party without further notice to the defaulting party shall have all available remedies provided by law or equity.

18. General Provisions

- a. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addresses as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or EMPLOYEE have a change of address, the other party shall be immediately notified as provided in this paragraph of such change.

EMPLOYEE

BCVWD Beaumont-Cherry Valley Water District
 P.O. Box 2037
 Beaumont, CA 92223

- b. No verbal or oral agreement, promises, or understandings shall be binding upon either BCVWD or EMPLOYEE and any modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c. This Agreement shall be binding on and shall inure to the benefit of heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.
- d. In the event of litigation arising out of this Agreement, or the performance thereof, the Court shall award attorneys' fees to the justly entitled party.
- e. Should any part, clause, provision or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f. A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional agreements, documents, instruments and all

such further assurances and will do or cause to be done further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes of this Agreement

- g. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h. No failure by either BCVWD or EMPLOYEE to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
- i. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and EMPLOYEE, and no provisions contained in this Agreement not any acts of the parties shall be deemed to create any relationship between BCVWD and EMPLOYEE other than the relationship of employer and employee.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.
- k. All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date first written above.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DATED:

DAN JAGGERS, GENERAL MANAGER

EMPLOYEE, _____ : I have read and agree to comply with the terms of this Employment and Occupancy Agreement and the Scope of Work (Exhibit A) as may be amended from time to time. I understand that failure to comply with the terms of the Agreement will result in the Agreement being terminated and my having to vacate the DISTRICT-owned Residence.

Upon signing this Agreement, I agree to pay the DISTRICT the first month's (monthly) maintenance fee of \$ _____

and a Security Deposit of \$ _____. This Deposit shall be held by the DISTRICT as security for EMPLOYEE'S unpaid rent and the full and timely performance by EMPLOYEE of EMPLOYEE'S obligations under this Agreement, including cleaning, maintaining and repairing the Residence after termination of this Agreement.

I understand and agree to all of the above terms and conditions.

DATED:

EMPLOYEE – OCCUPANT

PRINT NAME

Residence:

(ADDRESS)

Monies Received			
Security Deposit	Amount	Received By	Date
Pet Deposit	Amount	Received By	Date
Advance (monthly) maintenance fee	Amount	Received By	Date

Attachments	Received (Date)	EMPLOYEE Initials
Exhibit A – Scope of Work		
Exhibit B - EMPLOYEE's Job Classification Specification		
Exhibit C – BCVWD District Facilities and Emergency Policy		

BEAUMONT-CHERRY VALLEY WATER DISTRICT

HOUSING UNIT COST ANALYSIS 12303 Oak Glen Road

Item	Frequency (Years)	Cost of M&R Today	20 Year		Future Cost of M&R	Average Interest (2)	Frequency Per Year	Monthly Payment	By Renter	District
			Average CPI (1)	Average Interest						
Yearly Maintenance/Upkeep (By Renter)										
Clean Clothes Dryer Exhaust	1	\$ 100.00	2.51%	1.85%	\$102.51	12	(\$8.46)	(\$8.46)		
Lubricate Garage Door Springs	1	\$ 50.00	2.51%	1.85%	\$51.26	12	(\$4.23)	(\$4.23)		
Drain Hot Water Heater	1	\$ 25.00	2.51%	1.85%	\$25.63	12	(\$2.11)	(\$2.11)		
Look for signs of termites	1	\$ 25.00	2.51%	1.85%	\$25.63	12	(\$2.11)	(\$2.11)		
									(\$16.91)	\$0.00
Home Maintenance Period 2-5 Years										
Clean Heat Ducts	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)		(\$4.50)
Home Inspection	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)		(\$4.50)
Install New Dish Washer	5	\$ 500.00	2.51%	1.85%	\$565.98	12	(\$9.00)	(\$9.00)		(\$9.00)
Replace Kitchen Sink	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)		(\$4.50)
Service HVAC	5	\$ 500.00	2.51%	1.85%	\$565.98	12	(\$9.00)	(\$9.00)		(\$9.00)
Paint Exterior Fencing	5	\$ -	2.51%	1.85%	\$0.00	12	\$0.00	\$0.00		\$0.00
Inspect Roof	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)		(\$4.50)
Seal Grout	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)		(\$4.50)
Termite Inspection & Minor Treatment	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)		(\$4.50)
Pump Service Septic Tank and System	5	\$ 1,200.00	2.51%	1.85%	\$1,358.35	12	(\$21.59)	(\$21.59)		(\$21.59)
									(\$4.50)	(\$21.59)
									(\$18.00)	(\$53.09)
Home Maintenance Period 5-10 Years										
Paint Exterior House Structure	10	\$ 1,122.00	2.51%	1.85%	\$1,437.66	12	(\$10.90)	(\$10.90)		(\$10.90)
Paint Exterior Garage Structure	10	\$ 552.00	2.51%	1.85%	\$707.30	12	(\$5.36)	(\$5.36)		(\$5.36)
Paint Interior	10	\$ 2,500.00	2.51%	1.85%	\$3,203.33	12	(\$24.28)	(\$24.28)		(\$24.28)
Framing Repair & Drywall	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	12	(\$14.57)	(\$14.57)		(\$14.57)
Repair Interior Doors & Trim	10	\$ 500.00	2.51%	1.85%	\$640.67	12	(\$4.86)	(\$4.86)		(\$4.86)
Re-Caulk window and doors	10	\$ 250.00	2.51%	1.85%	\$320.33	12	(\$2.43)	(\$2.43)		(\$2.43)
Replace Carpet	10	\$ 2,000.00	2.51%	1.85%	\$2,562.67	12	(\$19.43)	(\$19.43)		(\$19.43)
Replace Flooring	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	12	(\$14.57)	(\$14.57)		(\$14.57)
Hardwood Flooring	10	\$ 2,000.00	2.51%	1.85%	\$2,562.67	12	(\$19.43)	(\$19.43)		(\$19.43)
Update Landscaping	10	\$ 500.00	2.51%	1.85%	\$640.67	12	(\$4.86)	(\$4.86)		(\$4.86)
Replace Garage Door Opener	10	\$ 400.00	2.51%	1.85%	\$512.53	12	(\$3.89)	(\$3.89)		(\$3.89)
Replace Hot Water Heater	10	\$ 800.00	2.51%	1.85%	\$1,025.07	12	(\$7.77)	(\$7.77)		(\$7.77)
									(\$46.14)	(\$86.21)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

HOUSING UNIT COST ANALYSIS 12303 Oak Glen Road

Item	Maintenance and Repair Frequency (Years)	Cost of M&R Today	20 Year		Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	By Renter	By District
			Average CPI (1)	Average Interest						
Home Maintenance Beyond 15 Years										
Replace Housing Unit Roof	25	\$ 9,265.98	2.51%	1.85%	\$17,220.56	1.85%	12	(\$45.12)		(\$45.12)
Replace Garage Roof	25	\$ 2,304.00	2.51%	1.85%	\$4,281.92	1.85%	12	(\$11.22)		(\$11.22)
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	1.85%	\$1,641.82	1.85%	12	(\$5.65)		(\$5.65)
Replace HVAC Unit	25	\$ 6,000.00	2.51%	1.85%	\$11,150.83	1.85%	12	(\$29.22)		(\$29.22)
Replace Tile Kitchen	15	\$ 500.00	2.51%	1.85%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)
Replace Tile Bathrooms	15	\$ 500.00	2.51%	1.85%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)
Replace HVAC Ducting/System	25	\$ 2,000.00	2.51%	1.85%	\$3,716.94	1.85%	12	(\$9.74)		(\$9.74)
Replace Siding	30	\$ 8,000.00	2.51%	1.85%	\$16,829.72	1.85%	12	(\$34.95)		(\$34.95)
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	1.85%	\$5,259.29	1.85%	12	(\$10.92)		(\$10.92)
Repair or replace fencing/railing/etc.	20	\$ 2,500.00	2.51%	1.85%	\$4,104.54	1.85%	12	(\$14.12)		(\$14.12)
Replace Windows	20	\$ 6,800.00	2.51%	1.85%	\$11,164.35	1.85%	12	(\$38.42)		(\$38.42)
Replace Doors	20	\$ 1,400.00	2.51%	1.85%	\$2,298.54	1.85%	12	(\$7.91)		(\$7.91)
Replace Garage Doors	20	\$ 2,000.00	2.51%	1.85%	\$3,283.63	1.85%	12	(\$11.30)		(\$11.30)
Update Electrical Service	30	\$ 3,000.00	2.51%	1.85%	\$6,311.15	1.85%	12	(\$13.11)		(\$13.11)
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	1.85%	\$10,518.58	1.85%	12	(\$21.84)		(\$21.84)
Replace/Update Septic System	25	\$ 15,000.00	2.51%	1.85%	\$27,877.07	1.85%	12	(\$73.04)		(\$73.04)
Replace Sidewalks	25	\$ 220.00	2.51%	1.85%	\$408.86	1.85%	12	(\$1.07)		(\$1.07)
Replace AC Driveways	40	\$ 1,732.50	2.51%	1.85%	\$4,670.06	1.85%	12	(\$6.57)		(\$6.57)
Replace Driveways	40	\$ 1,222.22	2.51%	1.85%	\$3,294.58	1.85%	12	(\$4.63)		(\$4.63)
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	1.85%	\$4,104.54	1.85%	12	(\$14.12)		(\$14.12)
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	1.85%	\$3,626.05	1.85%	12	(\$17.47)		(\$17.47)
									(\$5.65)	(\$371.75)

Cost of M&R Today	Future Cost of M&R
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SUBTOTAL ESTIMATE \$ 93,718.71 \$ 165,346.62 **(\$86.70)** **(\$511.05)**

(1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)
 (2) LAIF Pooled Money Investment Account: 2001-2020 (June)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

HOUSING UNIT COST ANALYSIS 13695 Oak Glen Rd

Item	Maintenance and Repair Frequency (Years)	Cost of M&R Today	20 Year		Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	By Renter	By District
			Average CPI (1)	Average Interest (2)						
Yearly Maintenance/Upkeep (By Renter)										
Clean Dryer Exhaust	1	\$ 100.00	2.51%	1.85%	\$102.51	1.85%	12	(\$8.46)	(\$8.46)	
Lubricate Garage Door Springs	1	\$ 50.00	2.51%	1.85%	\$51.26	1.85%	12	(\$4.23)	(\$4.23)	
Drain Hot Water Heater	1	\$ 25.00	2.51%	1.85%	\$25.63	1.85%	12	(\$2.11)	(\$2.11)	
Look for signs of termites	1	\$ 25.00	2.51%	1.85%	\$25.63	1.85%	12	(\$2.11)	(\$2.11)	
										(\$16.91)
Home Maintenance Period 2-5 Years										
Clean Heat Ducts	5	\$ 250.00	2.51%	1.85%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)	
Seal Grout	5	\$ 250.00	2.51%	1.85%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)	
Paint Exterior Fencing	5	\$ 2,275.00	2.51%	1.85%	\$2,575.21	1.85%	12	(\$40.94)	(\$40.94)	
Home Inspection	5	\$ 250.00	2.51%	1.85%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)	
Replace Kitchen Sink	5	\$ 250.00	2.51%	1.85%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)	
Service HVAC	5	\$ 500.00	2.51%	1.85%	\$565.98	1.85%	12	(\$9.00)	(\$9.00)	
Inspect Roof	5	\$ 250.00	2.51%	1.85%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)	
Install New Dish Washer	5	\$ 500.00	2.51%	1.85%	\$565.98	1.85%	12	(\$9.00)	(\$9.00)	
Termite Inspection & Minor Treatment	5	\$ 250.00	2.51%	1.85%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)	
Pump Service Septic Tank and System	5	\$ 800.00	2.51%	1.85%	\$905.57	1.85%	12	(\$14.39)	(\$14.39)	
Replace Smoke and Carbon Monoxide Detectors	5	\$ 250.00	2.51%	1.85%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)	
										(\$18.00)
Home Maintenance Period 5-10 Years										
Paint Exterior House Structure (Wood Siding)	10	\$ 1,392.00	2.51%	1.85%	\$1,783.62	1.85%	12	(\$13.52)	(\$13.52)	
Paint Exterior Garage Structure (Siding)	10	\$ 756.00	2.51%	1.85%	\$968.69	1.85%	12	(\$7.34)	(\$7.34)	
Paint Interior	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	1.85%	12	(\$14.57)	(\$14.57)	
Framing Repair & Drywall	10	\$ 1,000.00	2.51%	1.85%	\$1,281.33	1.85%	12	(\$9.71)	(\$9.71)	
Re-Caulk window and doors	10	\$ 250.00	2.51%	1.85%	\$320.33	1.85%	12	(\$2.43)	(\$2.43)	
Repair Interior Doors & Trim	10	\$ 400.00	2.51%	1.85%	\$512.53	1.85%	12	(\$3.89)	(\$3.89)	
Update Landscaping	10	\$ 500.00	2.51%	1.85%	\$640.67	1.85%	12	(\$4.86)	(\$4.86)	
Replace Carpet	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	1.85%	12	(\$14.57)	(\$14.57)	
Replace Flooring	10	\$ 1,200.00	2.51%	1.85%	\$1,537.60	1.85%	12	(\$11.66)	(\$11.66)	
Hardwood Flooring	10	\$ 1,200.00	2.51%	1.85%	\$1,537.60	1.85%	12	(\$11.66)	(\$11.66)	
Replace Garage Door Opener	10	\$ 400.00	2.51%	1.85%	\$512.53	1.85%	12	(\$3.89)	(\$3.89)	
Replace Hot Water Heater	10	\$ 800.00	2.51%	1.85%	\$1,025.07	1.85%	12	(\$7.77)	(\$7.77)	
										(\$30.60)
										(\$75.27)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

HOUSING UNIT COST ANALYSIS 13695 Oak Glen Rd

Item	Maintenance and Repair Frequency (Years)	Cost of M&R Today	20 Year		20 Year		Monthly Payment	By District
			Average CPI (1)	Average Interest (2)	Future Cost of M&R	Payment Per Year		
Home Maintenance Beyond 15 Years								
Replace Housing Unit Roof	25	\$ 5,813.60	2.51%	1.85%	\$10,804.41	12	(\$28.31)	(\$28.31)
Replace Garage Roof	25	\$ 2,640.00	2.51%	1.85%	\$4,906.36	12	(\$12.86)	(\$12.86)
Replace Tile Kitchen	15	\$ 500.00	2.51%	1.85%	\$725.21	12	(\$3.49)	(\$3.49)
Replace Tile Bathrooms	15	\$ 500.00	2.51%	1.85%	\$725.21	12	(\$3.49)	(\$3.49)
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	1.85%	\$1,641.82	12	(\$5.65)	(\$5.65)
Replace HVAC Unit	25	\$ 3,500.00	2.51%	1.85%	\$6,504.65	12	(\$17.04)	(\$17.04)
Replace HVAC Ducting/System	25	\$ 1,500.00	2.51%	1.85%	\$2,787.71	12	(\$7.30)	(\$7.30)
Replace Siding	30	\$ 8,000.00	2.51%	1.85%	\$16,829.72	12	(\$34.95)	(\$34.95)
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	1.85%	\$5,259.29	12	(\$10.92)	(\$10.92)
Repair or replace fencing/railing/etc.	20	\$ 1,500.00	2.51%	1.85%	\$2,462.73	12	(\$8.47)	(\$8.47)
Replace Windows	20	\$ 4,400.00	2.51%	1.85%	\$7,223.99	12	(\$24.86)	(\$24.86)
Replace Doors	20	\$ 1,750.00	2.51%	1.85%	\$2,873.18	12	(\$9.89)	(\$9.89)
Replace Garage Doors	20	\$ 2,000.00	2.51%	1.85%	\$3,283.63	12	(\$11.30)	(\$11.30)
Replace Garage Man Doors	20	\$ 600.00	2.51%	1.85%	\$985.09	12	(\$3.39)	(\$3.39)
Replace Garage Windows	20	\$ 600.00	2.51%	1.85%	\$985.09	12	(\$3.39)	(\$3.39)
Update Electrical Service	30	\$ 3,000.00	2.51%	1.85%	\$6,311.15	12	(\$13.11)	(\$13.11)
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	1.85%	\$10,518.58	12	(\$21.84)	(\$21.84)
Replace/Update Septic System	25	\$ 8,500.00	2.51%	1.85%	\$15,797.01	12	(\$41.39)	(\$41.39)
Replace Sidewalks	25	\$ 2,121.78	2.51%	1.85%	\$3,943.26	12	(\$10.33)	(\$10.33)
Replace AC Driveways	40	\$ 4,172.44	2.51%	1.85%	\$11,247.06	12	(\$15.81)	(\$15.81)
Replace Concrete Driveways	40	\$ -	2.51%	1.85%	\$0.00	12	\$0.00	\$0.00
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	1.85%	\$4,104.54	12	(\$14.12)	(\$14.12)
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	1.85%	\$3,626.05	12	(\$17.47)	(\$17.47)
							(\$5.65)	(\$313.73)

Cost of M&R Today	Future Cost of M&R
\$ 81,520.82	\$ 144,308.41

SUBTOTAL ESTIMATE

(\$71.16) (\$475.83)

(1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)
 (2) LAIF Pooled Money Investment Account: 2001-2020 (June)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

HOUSING UNIT COST ANALYSIS 13697 Oak Glen Rd

Item	Maintenance and Repair		20 Year		20 Year		Payment Frequency	By District
	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Average Interest (2)	Future Cost of M&R	Per Year		
Yearly Maintenance/Upkeep (By Renter)								
Clean Dryer Exhaust	1	\$ 100.00	2.51%	1.85%	\$102.51	12	(\$8.46)	
Lubricate Garage Door Springs	1	\$ 50.00	2.51%	1.85%	\$51.26	12	(\$4.23)	
Drain Hot Water Heater	1	\$ 25.00	2.51%	1.85%	\$25.63	12	(\$2.11)	
Look for signs of termites	1	\$ 25.00	2.51%	1.85%	\$25.63	12	(\$2.11)	
							(\$16.91)	\$0.00
Home Maintenance Period 2-5 Years								
Clean Heat Ducts	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Paint Exterior Fencing	5	\$ -	2.51%	1.85%	\$0.00	12	\$0.00	\$0.00
Inspect Roof	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Home Inspection	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Seal Grout	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Install New Dish Washer	5	\$ 500.00	2.51%	1.85%	\$565.98	12	(\$9.00)	(\$9.00)
Replace Kitchen Sink	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Service HVAC	5	\$ 500.00	2.51%	1.85%	\$565.98	12	(\$9.00)	(\$9.00)
Termite Inspection & Minor Treatment	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Pump Service Septic Tank and System	5	\$ 800.00	2.51%	1.85%	\$905.57	12	(\$14.39)	(\$14.39)
Replace Smoke and Carbon Monoxide Detectors	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
							(\$18.00)	(\$45.89)
Home Maintenance Period 5-10 Years								
Paint Exterior House Structure (Wood Siding)	10	\$ 2,200.00	2.51%	1.85%	\$2,818.93	12	(\$21.37)	(\$21.37)
Paint Exterior Garage Structure (Siding)	10	\$ 756.00	2.51%	1.85%	\$968.69	12	(\$7.34)	(\$7.34)
Paint Interior	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	12	(\$14.57)	(\$14.57)
Framing Repair & Drywall	10	\$ 1,000.00	2.51%	1.85%	\$1,281.33	12	(\$9.71)	(\$9.71)
Repair Interior Doors & Trim	10	\$ 400.00	2.51%	1.85%	\$512.53	12	(\$3.89)	(\$3.89)
Replace Carpet	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	12	(\$14.57)	(\$14.57)
Replace Flooring	10	\$ 1,200.00	2.51%	1.85%	\$1,537.60	12	(\$11.66)	(\$11.66)
Hardwood Flooring	10	\$ 1,200.00	2.51%	1.85%	\$1,537.60	12	(\$11.66)	(\$11.66)
Update Landscaping	10	\$ 500.00	2.51%	1.85%	\$640.67	12	(\$4.86)	(\$4.86)
Re-Caulk window and doors	10	\$ 250.00	2.51%	1.85%	\$320.33	12	(\$2.43)	(\$2.43)
Replace Garage Door Opener	10	\$ 400.00	2.51%	1.85%	\$512.53	12	(\$3.89)	(\$3.89)
Replace Hot Water Heater	10	\$ 800.00	2.51%	1.85%	\$1,025.07	12	(\$7.77)	(\$7.77)
							(\$30.60)	(\$83.12)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

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HOUSING UNIT COST ANALYSIS 13697 Oak Glen Rd

Item	Maintenance and Repair Frequency (Years)	20 Year		Future Cost of M&R	Average Interest (2)	Payment Frequency	Monthly Payment	By
		Cost of M&R Today	CPI (1)					
Home Maintenance Beyond 15 Years								
Replace Housing Unit Roof	25	\$ 12,074.40	2.51%	\$22,439.92	1.85%	12	(\$58.80)	(\$58.80)
Replace Garage Roof	25	\$ 2,640.00	2.51%	\$4,906.36	1.85%	12	(\$12.86)	(\$12.86)
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	\$1,641.82	1.85%	12	(\$5.65)	(\$5.65)
Replace Tile Kitchen	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)	(\$3.49)
Replace Tile Bathrooms	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)	(\$3.49)
Replace HVAC Unit	25	\$ 3,500.00	2.51%	\$6,504.65	1.85%	12	(\$17.04)	(\$17.04)
Replace HVAC Ducting/System	25	\$ 1,500.00	2.51%	\$2,787.71	1.85%	12	(\$7.30)	(\$7.30)
Replace Siding	30	\$ 8,000.00	2.51%	\$16,829.72	1.85%	12	(\$34.95)	(\$34.95)
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	\$5,259.29	1.85%	12	(\$10.92)	(\$10.92)
Repair or replace fencing/railing/etc.	20	\$ 1,500.00	2.51%	\$2,462.73	1.85%	12	(\$8.47)	(\$8.47)
Replace Windows	20	\$ 4,400.00	2.51%	\$7,223.99	1.85%	12	(\$24.86)	(\$24.86)
Replace Doors	20	\$ 1,750.00	2.51%	\$2,873.18	1.85%	12	(\$9.89)	(\$9.89)
Replace Garage Doors	20	\$ 2,000.00	2.51%	\$3,283.63	1.85%	12	(\$11.30)	(\$11.30)
Replace Garage Man Doors	20	\$ 600.00	2.51%	\$985.09	1.85%	12	(\$3.39)	(\$3.39)
Replace Garage Windows	20	\$ 600.00	2.51%	\$985.09	1.85%	12	(\$3.39)	(\$3.39)
Update Electrical Service	30	\$ 3,000.00	2.51%	\$6,311.15	1.85%	12	(\$13.11)	(\$13.11)
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	\$10,518.58	1.85%	12	(\$21.84)	(\$21.84)
Replace/Update Septic System	25	\$ 8,500.00	2.51%	\$15,797.01	1.85%	12	(\$41.39)	(\$41.39)
Replace Sidewalks	25	\$ 2,121.78	2.51%	\$3,943.26	1.85%	12	(\$10.33)	(\$10.33)
Replace AC Driveways	40	\$ 4,172.44	2.51%	\$11,247.06	1.85%	12	(\$15.81)	(\$15.81)
Replace Concrete Driveways	40	\$ -	2.51%	\$0.00	1.85%	12	\$0.00	\$0.00
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	\$4,104.54	1.85%	12	(\$14.12)	(\$14.12)
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	\$3,626.05	1.85%	12	(\$17.47)	(\$17.47)
							(\$5.65)	(\$344.22)

Cost of M&R Today	Future Cost of M&R
\$ 86,314.62	\$ 154,404.02
	(\$71.16) (\$473.23)

SUBTOTAL ESTIMATE

(1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)
 (2) LAIF Pooled Money Investment Account: 2001-2020 (June)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

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HOUSING UNIT COST ANALYSIS 9781 Avenida Miravilla

Item	Maintenance and Repair		20 Year		20 Year		Payment Frequency	By District
	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Average Interest (2)	Future Cost of M&R	Per Year		
Yearly Maintenance/Upkeep (By Renter)								
Clean Dryer Exhaust	1	\$ 100.00	2.51%	1.85%	\$102.51	12	(\$8.46)	
Lubricate Garage Door Springs	1	\$ 50.00	2.51%	1.85%	\$51.26	12	(\$4.23)	
Drain Hot Water Heater	1	\$ 25.00	2.51%	1.85%	\$25.63	12	(\$2.11)	
Look for signs of termites	1	\$ 25.00	2.51%	1.85%	\$25.63	12	(\$2.11)	
							(\$16.91)	\$0.00
Home Maintenance Period 2-5 Years								
Clean Heat Ducts	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Seal Grout	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Paint Exterior Fencing	5	\$ 1,052.00	2.51%	1.85%	\$1,190.82	12	(\$18.93)	(\$18.93)
Home Inspection	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Replace Kitchen Sink	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Service HVAC	5	\$ 500.00	2.51%	1.85%	\$565.98	12	(\$9.00)	(\$9.00)
Inspect Roof	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Install New Dish Washer	5	\$ 500.00	2.51%	1.85%	\$565.98	12	(\$9.00)	(\$9.00)
Termite Inspection & Minor Treatment	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
Pump Service Septic Tank and System	5	\$ 800.00	2.51%	1.85%	\$905.57	12	(\$14.39)	(\$14.39)
Replace Smoke and Carbon Monoxide Detectors	5	\$ 250.00	2.51%	1.85%	\$282.99	12	(\$4.50)	(\$4.50)
							(\$18.00)	(\$64.82)
Home Maintenance Period 5-10 Years								
Paint Exterior House Structure (Wood Siding)	10	\$ 1,436.00	2.51%	1.85%	\$1,840.00	12	(\$13.95)	(\$13.95)
Paint Exterior Garage Structure (Stucco)	10	\$ 960.00	2.51%	1.85%	\$1,230.08	12	(\$9.33)	(\$9.33)
Paint Interior	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	12	(\$14.57)	(\$14.57)
Framing Repair & Drywall	10	\$ 1,000.00	2.51%	1.85%	\$1,281.33	12	(\$9.71)	(\$9.71)
Repair Interior Doors & Trim	10	\$ 400.00	2.51%	1.85%	\$512.53	12	(\$3.89)	(\$3.89)
Re-Caulk window and doors	10	\$ 250.00	2.51%	1.85%	\$320.33	12	(\$2.43)	(\$2.43)
Replace Carpet	10	\$ 1,500.00	2.51%	1.85%	\$1,922.00	12	(\$14.57)	(\$14.57)
Replace Flooring	10	\$ 1,200.00	2.51%	1.85%	\$1,537.60	12	(\$11.66)	(\$11.66)
Hardwood Flooring	10	\$ 1,200.00	2.51%	1.85%	\$1,537.60	12	(\$11.66)	(\$11.66)
Update Landscaping	10	\$ 500.00	2.51%	1.85%	\$640.67	12	(\$4.86)	(\$4.86)
Replace Garage Door Opener	10	\$ 400.00	2.51%	1.85%	\$512.53	12	(\$3.89)	(\$3.89)
Replace Hot Water Heater	10	\$ 800.00	2.51%	1.85%	\$1,025.07	12	(\$7.77)	(\$7.77)
							(\$30.60)	(\$77.69)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

HOUSING UNIT COST ANALYSIS 9781 Avenida Miravilla

Item	Maintenance and Repair Frequency (Years)	Cost of M&R Today	20 Year		Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment By Renter	By District
			Average CPI (1)	Average					
Home Maintenance Beyond 15 Years									
Replace Housing Unit Roof	25	\$ 6,260.80	2.51%	1.85%	\$11,635.52	1.85%	12	(\$30.49)	(\$30.49)
Replace Garage Roof	25	\$ 2,496.00	2.51%	1.85%	\$4,638.74	1.85%	12	(\$12.15)	(\$12.15)
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	1.85%	\$1,641.82	1.85%	12	(\$5.65)	(\$5.65)
Replace Tile Kitchen	15	\$ 500.00	2.51%	1.85%	\$725.21	1.85%	12	(\$3.49)	(\$3.49)
Replace Tile Bathrooms	15	\$ 500.00	2.51%	1.85%	\$725.21	1.85%	12	(\$3.49)	(\$3.49)
Replace HVAC Unit	25	\$ 3,500.00	2.51%	1.85%	\$6,504.65	1.85%	12	(\$17.04)	(\$17.04)
Replace HVAC Ducting/System	25	\$ 1,500.00	2.51%	1.85%	\$2,787.71	1.85%	12	(\$7.30)	(\$7.30)
Replace Siding	30	\$ 8,000.00	2.51%	1.85%	\$16,829.72	1.85%	12	(\$34.95)	(\$34.95)
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	1.85%	\$5,259.29	1.85%	12	(\$10.92)	(\$10.92)
Repair or replace fencing/railing/etc.	20	\$ 1,500.00	2.51%	1.85%	\$2,462.73	1.85%	12	(\$8.47)	(\$8.47)
Replace Windows	20	\$ 3,600.00	2.51%	1.85%	\$5,910.54	1.85%	12	(\$20.34)	(\$20.34)
Replace Doors	20	\$ 1,050.00	2.51%	1.85%	\$1,723.91	1.85%	12	(\$5.93)	(\$5.93)
Replace Garage Doors	20	\$ 2,000.00	2.51%	1.85%	\$3,283.63	1.85%	12	(\$11.30)	(\$11.30)
Update Electrical Service	30	\$ 3,000.00	2.51%	1.85%	\$6,311.15	1.85%	12	(\$13.11)	(\$13.11)
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	1.85%	\$10,518.58	1.85%	12	(\$21.84)	(\$21.84)
Replace/Update Septic System	25	\$ 8,500.00	2.51%	1.85%	\$15,797.01	1.85%	12	(\$41.39)	(\$41.39)
Replace Sidewalks	25	\$ 938.67	2.51%	1.85%	\$1,744.48	1.85%	12	(\$4.57)	(\$4.57)
Replace AC Driveways	40	\$ 1,386.00	2.51%	1.85%	\$3,736.05	1.85%	12	(\$5.25)	(\$5.25)
Replace Concrete Driveways	40	\$ -	2.51%	1.85%	\$0.00	1.85%	12	\$0.00	\$0.00
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	1.85%	\$4,104.54	1.85%	12	(\$14.12)	(\$14.12)
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	1.85%	\$3,626.05	1.85%	12	(\$17.47)	(\$17.47)
								(\$5.65)	(\$283.62)

SUBTOTAL ESTIMATE

\$ 74,179.47

\$ 129,662.59

(\$71.16) (\$426.13)

(1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)

(2) LAIF Pooled Money Investment Account: 2001-2020 (June)

**RECORD OF THE MINUTES OF THE
REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
BEAUMONT CHERRY VALLEY WATER DISTRICT
March 11, 2009**

CALL TO ORDER, PRESIDENT BALL

President Ball called the meeting to order at 7:00 p.m., 560 Magnolia Avenue, Beaumont, California

PLEDGE OF ALLEGIANCE, DIRECTOR ROSS

Director Ross led the pledge.

INVOCATION, DIRECTOR WOLL

Director Woll recited an invocation.

ROLL CALL, BLANCA MARIN

Those responding to roll call were President Ball, Vice President Parks and Directors Dopp, Ross and Woll. Also present at this meeting were Legal Counsel Gil Granito, Assistant General Manager, Anthony Lara and Executive Assistant, Blanca Marin.

PUBLIC INPUT

Director Woll invited Judy Bingham to address the Board on an item not on the agenda. Ms. Bingham requested that a definition on "Safe Yield" be provided to her as explained by Mr. Wildermuth at the San Timoteo Watershed Management Authority Meeting.

Director Woll invited Frances Flanders to address the Board on an item not on the agenda. Mrs. Flanders requested that the Facilitators report be reviewed at a public meeting.

Director Woll invited Barbara Voigt to address the Board on an item not on the agenda. Ms. Voigt announced that the San Gorgonio Garden Club is having its annual tour on May 2nd and she requested that Beaumont Cherry Valley Water District allow for flyers to be put on BCVWD's lobby and website.

ACTION ITEMS

1. ADOPTION OF THE AGENDA

President Ball requested that Item 4-Approval of Section I of the Policies and Procedures be moved to the end of the agenda as Item 11 and renumber all other items.

Assistant General Manager, Anthony Lara requested that Resolution 2009-05, regarding - "Employer Pick-up" and as requested from CALPERS be added to the agenda.

Legal Counsel Gil Granito indicated that due to the fact that there was no emergency to take action on this item at this time and due to the fact that the need to take action arose before the agenda was posted, he recommended that this item not be added to the agenda.

Vice President Parks moved to adopt the agenda with changes. Director Woll seconded. The motion passed unanimously.

2. FINANCIAL REPORTS

- (a) Bills for Consideration**
February 2009 (Payroll Report for Information only)

Board Action

The Board will take action on the Bills for Consideration taking into account the recommendations of the Finance and Audit Committee.

Director Woll invited Luwana Ryan to address the Board on this item. She spoke in regards of the Payroll Report included in the agenda. She referred to the amounts of the yearly pay and the yearly compensation for the employees. She compared the percentage of these amounts to the water sales. She recommended that the Board look at the industry salary standards to see if the compensation is out of line. She further commented on the Bank Balances and Reserve Funds on page 37. She also compared the money spent and received from "Pass Thru" charges.

President Ball reported that the Finance and Audit Committee met last Thursday to review the check run and Financial Statements. He indicated that check number 38301 paid to Wildermuth Environmental was reviewed. He indicated that the work done on this invoice was related to the Blue Ribbon Committee and the Riverside County. He indicated that the Finance and Audit Committee recommended that this payment be suspended until further investigation.

Assistant General Manager, Anthony Lara indicated that when he investigated this item further, he found out that the this work was done as a request from the County of Riverside to the District's General Manager and Regional Quality Control Board requested the presentation that was done at the Blue Ribbon Committee Meeting and the General Manager requested Wildermuth Environmental to do this work.

Vice President Parks indicated that the District should not be responsible to pay this invoice from Wildermuth Environmental.

Director Woll moved to suspend check 38301 to Wildermuth Environmental until further review. Vice President Parks seconded. The motion passed unanimously.

- (b) Approval of payment of invoice from STWMA Project Committee NO1**

Assistant General Manager, Anthony Lara provided a brief review on this item and recommended that the Board pay the payment to STWMA Project Committee NO1 as this amount is the contribution from Beaumont Cherry Valley Water District to the Committee.

There was a brief discussion between the Board and Staff regarding the different jobs being done as part of the budget for the Committee and whether these jobs benefit the District or not. Staff was further instructed to request a written report on the projects done by STWMA Project Committee NO1 and bring back to the Board this item for further consideration.

President Ball moved to suspend payment of this invoice until further review. Director Ross seconded. The motion passed unanimously.

- (c) Approval of invoice 37415 to Emanuel Salinas for the amount of \$1017.93

Vice President Parks moved to approve invoice 37415 to Emanuel Salinas. Director Dopp seconded. The motion passed unanimously.

(d) Month End Financial Statements**
February 2009

Board Action

The Board will take action to "accept and file" the Month End Financial Statements presented by staff.

After brief review from the Board, Vice President Parks moved to receive and file Financial Statements. Director Ross seconded. The motion passed unanimously.

3. APPROVAL OF THE MINUTES

a. Minutes of the Regular Meeting of February 11, 2009**

Legal Counsel Gil Granito requested that the Government Section Code number be changed to read 54952.2 on the last page of the minutes. Director Woll requested that the following be added to the sentence under the Action List regarding the Per Diem "to be sent to the Personnel Committee to set up the per diem amount"

Vice President Parks moved to approve the minutes with corrections. Director Ross seconded. The motion passed unanimously.

4. ANNEXATION REQUEST- TRACT 36151 **

Assistant General Manager, Anthony Lara provided a brief report on this item indicating that a memorandum was included in the agenda packet from District Engineer, Joseph Reichenberger as to the requirements that the requester needed to take once this item was approved by the Board. He further indicated that this property was located within the District and therefore only a Will Serve letter was needed.

Vice President Parks moved to approve request. Director Dopp seconded. The motion passed unanimously.

5. VARIANCE REQUEST FROM SAM P. KANTZALIS**

President Ball requested to recuse himself as he owns property next to the property requesting the variance. He requested that Vice President Parks take over the meeting.

Sam P. Kantzalis addressed the Board on this item indicating that in prior conversations with General Manager Charles Butcher he had indicated that a consolidation of parcels into one parcel. He indicated that the previous agreement was that he used the existing waterline to feed the existing facilities. He requested that he be permitted to tap off on the north line of the meter. He further requested that the facility fees for this project be waived.

Assistant General Manager, Anthony Lara indicated that this item was approved at the November 2008 meeting. He further explained what is required under the current District's Rules and Regulations.

Director Dopp moved to table this item until further study by the Board. Director Ross seconded. The motion passed with President Ball abstaining.

6. AMENDMENTS TO CURRENT HOUSING AGREEMENTS**

After a brief review, Vice President Parks moved to accept the amendment to the Housing Agreements. Director Woll seconded. The motion passed unanimously.

7. REQUEST FROM CHERRY VALLEY WATER COMPANY TO FORM AN AD HOC COMMITTEE TO RESTART DISCUSSIONS REGARDING ANNEXATION**

After a brief discussion President Ball appointed Vice President Parks and Director Ross for an Ad hoc Committee to restart negotiations with the Cherry Valley Company Committee. The Board further recommended that Staff provide an estimated cost to provide connections to serve water to parcels being served now by Cherry Valley Water thru BCVWD.

No action was taken on this item.

8. ELECTION OF JPIA DESIGNATED DIRECTOR**

After a brief report, Vice President Parks moved to nominate President Ball to serve as the Designated Director for the JPIA. Director Woll seconded. The motion passed unanimously.

9. AUTHORIZE THE GRAND JURY AD HOC COMMITTEE TO DRAFT AND SEND LETTER RESPONSE TO THE GRAND JURY

President Ball indicated that authorization and motion was needed for the Ad hoc Grand Jury to draft and send letter to the Grand Jury. He further indicated that other Directors could as well write their own letter and response letter as individual directors.

Vice President Parks moved for the Ad hoc Committee to draft and send letter response to the Grand Jury. Director Woll seconded. The motion passed unanimously.

10. PURCHASE OF NEW SQL SERVER**

President Ball indicated that the Finance and Audit Committee reviewed the contract. He indicated that the Hudec's Computer President attended the Finance and Audit Committee and explained his business. He indicated that the Finance and Audit Committee was happy with the contract and the service that Hudec currently provides to the District and further recommended that the District continue with Hudec's services.

Director Ross moved to accept Hudec's bid and continue with their services. Vice President Parks seconded. The motion passed unanimously.

11. APPROVAL OF SECTION I OF THE POLICIES AND PROCEDURES MANUAL**

The Board and the public reviewed and modified the Part I of the Policies and Procedures. The Board's major changes included the deletion of Section 9A-ii-Compensation, 12D-District Paid Retirement Plan and 16A-Letters of Recommendation. The Board also recommended that Option 1 under the Nepotism Section 43 be selected. Under "Nepotism" Section, the Board had a brief discussion on whether adding a sentence regarding the direct supervision of a relative and whether this option was legal. The Board thoroughly reviewed each section, reworded and added language as recommended by each board member.

President Ball called for a five minute break at 9:25 p.m.

President Ball reconvened the meeting at 9:30 p.m.

After review Director Woll moved to accept Section I of the Policies and Procedures Manual with corrections as noted. Director Ross seconded. The motion passed unanimously.

12. REPORTS FOR DISCUSSION AND POSSIBLE ACTION

(a) Assistant General Manager

- Waterline Relocation at Noble Creek Bridge and Oak Valley Parkway-None
- General Funds Report-None

- O' Reilly's Contract -None
- Riverside County Water Task Force
- Delinquent Accounts Update
- Trespass Incident Reported to the Board by Ms. Bingham**
- Email from SGPWA regarding National Geographic Magazine- He provided a brief report on what the request is about indicating that a copy of the request was included in the agenda. He indicated that there was no cost for providing the customer list but there would be a cost for publishing the District's logo on the mailings. He indicated that the approximate cost for this request was \$11,000 divided between the participants. **Vice President Parks moved to participate in this project. Director Dopp seconded. The motion failed with Directors Ball, Ross and Woll opposing.**
- Email regarding landscape irrigation at Edward Dean Museum-None
- Correspondence from SGPWA regarding rate increase (Information only)-None

(b) Directors

- i. Dr. Blair Ball
- ii. Stella Parks
- iii. Marquel Dopp
- iv. Ken Ross
- v. Ryan Woll

(c) Legal Counsel

13. ANNOUNCEMENTS

- Fishing Derby, Saturday, April 4, 2009
- 6TH Annual Riverside county Water Symposium (BCVWD will be a co-host) May 28, 2009 from 10am to 2pm at the Palm Springs Convention Center (Please confirm attendance tonight)

14. ACTION LIST

- 1- Wildermuth Environmental Invoice 38301 Review
- 2- STWMA Project Committee NO 1 Invoice
- 3- Estimate Cost for Cherry Valley Water Company Connections

15. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL

Closed Session - Conference with Legal Counsel - Potential Litigation

No need for a closed session was determined by the Board and Staff.

16. OPEN SESSION: Report on Closed Session (Legal Counsel)

No need for a closed session was determined by the Board and Staff.

17. ADJOURNMENT

Director Ross moved to adjourn the meeting. Director Dopp seconded. The motion passed unanimously.

President Ball adjourned meeting at 11:15 p.m.

Dr. Blair Ball

Dr. Blair Ball, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

Attest:

Ryan Woll

Ryan Woll, Secretary to the
Board of Directors of the
Beaumont Cherry Valley Water District



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
July 27, 2020**

Item 4

STAFF REPORT

TO: Personnel Committee
FROM: Sabrina Foley, HR Coordinator
SUBJECT: Revision of District Policy Manual

Staff Recommendation

Review the proposed Revision of the District Policy Manual and recommend to the Board of Directors as presented;

or direct staff to make additional revisions.

Background

At the July 23, 2018 Personnel Committee Meeting, Committee members directed staff to review, revise and update the District's Policies and Procedures. The project has been addressed by staff in sections. Please see Attachment #1 Overview of Recommended Changes and Edits for a description of recommendations from the Human Resources department.

Summary

Staff consulted several sources to update the content and verbiage of Part II, including sample policies from the California Special Districts Association, articles published by the California League of Cities and Institute for Local Government, and recently updated manuals of other special districts.

Fiscal Impact

No fiscal impact to the District.

Attachment(s)

1. Overview of Recommended Changes and Edits
2. Current BCVWD Policy Manual Policy Numbers 1-32
3. Revised Policy Manual Policies 1000-3125

Attachment # 1
Overview of Recommended Policy Changes and Edits

New Policy Number	Original Policy Number	Overview of Recommended Changes and Edits
1000 Definitions	1	Added Section 100.3 Definition of Employee Added Section 100.4 Definition of Board of Directors
1005 Contractual Provisions	2	No significant changes
1010 Policy Manual	N/A	New Policy
2000 Equal Opportunity	3	Grammatical changes and citations
2005 Affirmative Action	4	Added Citation
2010 Access to Personnel Records	5	Added process for accessing employee's own file Added Section 2010.2 Added Section 2010.3
2015 Harassment	6	Added Citations Added Section 2015.4 Added Section 2015.5 Section 2015.6, Added HR department to Complaint Process
2020 Sexual Harassment	7	No significant changes
2025 Whistleblower Protection Policy	N/A	New Policy
3000 Employee Status	8	Added Sections 3000.2.1-3000.2.4 Added language to Section 3000.5 regarding CalPERS eligibility Added language to Section 3000.7; Part-time and temporary Employees eligible for EAP Benefit
3001 Employee Information and Emergency Data	N/A	New Policy
3005 Compensation	9	Section 3005.2 added language to permit GM to authorize higher step w/in classification range Added Citations
3010 Employee Performance Evaluation and Procedure	10 & 49	Significant Changes to Policy
3015 Performance Evaluation-General Manager	11	No significant changes
3020 Health and Welfare Benefits	12	Added Sections 3020.4-3020.8
3025 Pay Periods	13	Changes to align with MOU and current practice

Attachment # 1
Overview of Recommended Policy Changes and Edits

New Policy Number	Original Policy Number	Overview of Recommended Changes and Edits
3030 Gift Acceptance Guidelines	14	No significant changes
3035 Outside Employment	15	Added Section 3035.3 regarding Disclosure
3040 Letters of Recommendation	16	Additional language to Section 3040.1 Added section 3040.2
3045 Executive Officer	17	No significant changes
3050 Volunteer Personnel Workers' Compensation Insurance	18	No significant changes
3055 Work Hours, Overtime, and Standby Program	19	Moved original Section 19.C to Policy 3025 Pay Periods Added Citations Updated Section 3055.6.1 Standby flat rate to align with MOU and current practice Updated Section 3055.6.6 Participation Criteria to align with current practice
3060 Continuity of Service	20	Added Section 3060.3.4
3065 Reduction in Force	20	No significant changes
3070 Holidays	21	Changed language in 3070.1 to allow for Alternate Work Schedules Added citation Added language to 3070.4 for Holidays occurring on Fridays due to Alternate Work Schedules
3075 Vacation	22	Changed vacation accrual cap in section 3075.4.2.a from 120 hours to 160 hours to match annual accrual for employees of 15 year tenure Changed years of service in sections 3075.2.b.i-iv to parallel non-exempt accrual
3080 Pre-Employment Physical Examination	23	Added citation Added language clarifying that safety-sensitive positions will receive the pre-employment medical examination
3085 Sick Leave	24	Removed Date of AB 1522 enactment from 3085.1

Attachment # 1
Overview of Recommended Policy Changes and Edits

New Policy Number	Original Policy Number	Overview of Recommended Changes and Edits
3090 Family and Medical Leave	25	No significant changes
3095 Pregnancy and Disability Leave	26	No significant changes
3100 Bereavement Leave	27	Added section 3100.1 Updates to section 3100.2 Added sections 3100.3-3100.6
3105 Personal Leave of Absence	28	Added language to section 3105.2
3110 Jury or Witness Duty	29	Added section 3110.1 Added part-time employees to section 3110.2, added that temporary employees are not eligible Added section 3110.5
3115 Return to Work Policy	30	Changed "light duty" to "modified work"
3120 Occupational Injury and Illness Prevention Program	31	Added Human Resources to section 3120.5 regarding Inspections Added Human Resources to section 3120.6 regarding Accident Investigation Changed 3120.8 from 3 years to 5 years in accordance with CA Code
3121 Infectious Disease Control	N/A	New Policy
3122 Workplace Violence	N/A	New Policy
3125 Uniforms and Protective Clothing	32	Significant Changes to Policy Language about Personal Appearance, Professionalism, etc. has been moved to Policy 3240 Dress Code and Personal Standards

BEAUMONT-CHERRY VALLEY WATER DISTRICT

PART 1

**PERSONNEL
POLICIES & PROCEDURES MANUAL**

**Adopted March 18, 2009 by Resolution 2009-05
Amended April 28, 2011 by Resolution 2011-04
Amended May 8, 2013 by Resolution 2013-02
Amended July 8, 2015 by Resolution 2015-03
Amended December 13, 2017 by Resolution 2017-07
Amended February 14, 2018 by Resolution 2018-02
Amended August 14, 2019 by Resolution 2019-08**

RESERVATION OF RIGHTS

As circumstances change, the District may revise, supplement, or rescind any policies or portion of this Manual. Employees will be notified in writing of such changes as they occur. Only written changes adopted by the Board of Directors are recognized or binding.

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1. DEFINITIONS

- A. District. Beaumont-Cherry Valley Water District shall hereinafter be referred to as “District.”
- B. Designees. Sections empowering the General Manager as decision-maker will not apply to any other individual, unless the General Manager should designate another management employee or supervisor as vested with such powers.

2. CONTRACTUAL PROVISIONS

- A. Application. The provisions of this Manual will apply to all District employment. In the event a specific provision of this Manual is contrary to a term or terms of a Memorandum of Understanding (MOU) or a written employment agreement, the MOU or written employment agreement will prevail. Such MOU or employment agreement and any amendment must be in writing and duly adopted by action of the District Board at a properly noticed public meeting.

3. EQUAL OPPORTUNITY

The District is an equal opportunity employer. The District will not unlawfully discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), religion and religious creed, physical or mental disability, legally protected medical condition (including ARC or HIV positive, cancer and genetic characteristics), marital status, citizenship status, military service status, or other basis protected by law.

When necessary, the District will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position. The District will also provide reasonable accommodation for pregnancy, childbirth or related medical conditions if requested by the employee upon advice and medical certification of her health care provider. Reasonable accommodation may include a temporary transfer to a less strenuous or hazardous position, if requested, supported by proper medical certification and otherwise qualifying as reasonable accommodation.

The District is also committed to providing a workplace that is free of unlawful harassment, including sexual harassment. Please see the policies on Harassment and Sexual Harassment in this Manual. Complaints alleging discrimination or any other violation of this Equal Opportunity Policy may be made according to the complaint process in the Sexual Harassment Policy. The District prohibits retaliation against employees for making a complaint, opposing unlawful discrimination and harassment or cooperating in an investigation. Complaints of retaliation may be made according to the complaint procedure in the Sexual Harassment Policy.

4. AFFIRMATIVE ACTION

Please see Equal Opportunity Policy in this Manual.

5. 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. The Employee. Employees may inspect their own personnel file in the presence of the General Manager or his/her designee.
2. 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:
 - i. Administrative Department staff as they need access in the course of their normal duties;
 - ii. Management considering an employee for promotion, transfers into their departments, or disciplinary action.
 - iii. Members of the Personnel Committee of the Board as it pertains to the Policy Manual subject to legal counsel recommendation.

6. HARASSMENT

- A. The District is committed to providing a work environment for its employees that is free of unlawful harassment. The District prohibits sexual harassment (see Section 7, "SEXUAL HARRASSMENT") as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District - supervisors and co-workers.
- B. **Reporting:** Employees are encouraged to immediately report any incident of unlawful harassment so that complaints can be quickly and fairly resolved.
- C. Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:
 - i. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
 - ii. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;

- iii. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis; and, Retaliation for having reported or threatened to report harassment.
- D. **Complaint Process:** If any employee of the District believes that he/she has been harassed, the employee should provide a written complaint to the supervisor, Department Director, Director of Finance and Administrative Services, or the General Manager as soon as possible after the incident. The complaint should include details of the incident(s), dates and times, name(s) of the individual(s) involved, together with the name(s) of any witness(es).

Staff receiving harassment complaints will refer them immediately to the General Manager or the Personnel Committee of the Board of Directors (in the event the complaint involves the General Manager) who will undertake an immediate, thorough and objective investigation of the harassment allegation(s).

- i. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager.
 - ii. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
 - iii. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair and proper investigation.
- E. **Remedial Action.** If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to, and including termination. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and the confidentiality of personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

7. SEXUAL HARASSMENT

- A. Acts of sexual harassment by employees, supervisors, or managers, are prohibited and are subject to sanctions and disciplinary measures, up to and including termination of employment. The District is committed to providing a workplace that is free of unlawful discrimination and harassment. In keeping with this policy, the District is committed to providing a workplace that is free of sexual harassment (including harassment based on

gender, pregnancy, childbirth or related medical conditions). The District strictly prohibits and will not tolerate harassment of employees by officers, managers, supervisors or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom District employees have a business, service or professional relationship. The District will seek to protect employees from harassment by non-employees in the workplace or in work related situations.

- B. Definition. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - i. Submission to such conduct by an individual is used as a term or condition of employment.
 - ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual.
 - iii. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
 - iv. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments, graphic commentaries on the person's body; sexually degrading works to describe the person, or propositions of a sexual nature.
 - v. Visual conduct such as derogatory and /or sexually-oriented posters, photography, cartoons, drawings, or gestures.
 - vi. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis, sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person.
 - vii. Direct or indirect threats or suggestions of sexual relations or sexual contact are made.
 - viii. Retaliation for having reported or threatened to report harassment.
- C. All employees shall be informed of the District's sexual harassment policy and complaint process again when any complaint is filed. Also, the policy and the complaint process set forth herein shall be readily available to all employees and members of the general public utilizing the District's facilities and services.
 - i. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the supervisor within whose department they will be working.
 - ii. An annual bulletin shall be prepared, distributed and signed by all employees informing them of the District's sexual harassment policy. See Appendix C.

- iii. Within fourteen (14) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees re-informing them of the District's sexual harassment policy.

D. **Complaint Process.** Any employee who believes he/she is the victim of sexual harassment should notify the other employee that such behavior is offensive, and ask him or her to immediately stop the behavior. It is important to let fellow employees know when behavior is offensive because the District hires people from a variety of cultural and ethnic backgrounds. Complaints of harassment in employment should be reported in writing as soon as possible to any supervisory employee. If the complaint is directed against the General Manager, the complaint shall be filed with the Personnel Committee of the Board of Directors.

- i. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager.
- ii. The complaint should include details of the incident, names of individuals involved and names of any witnesses.
- iii. A formal complaint is made in writing. Said form should be submitted by the employee to any supervisory employee, preferably to the immediate supervisor. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
- iv. An employee may file a formal or informal confidential complaint without fear of reprisal.
- v. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair and proper investigation.

E. **Complaint Response Process.** Any supervisory employee who receives a formal sexual harassment complaint shall at all times maintain strict confidentiality and shall personally deliver said complaint immediately and directly to the Department Director or the General Manager.

- i. Within seventy-two (72) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall commence and be conducted by the General Manager, within which the alleged harassment occurred.
- ii. The investigation shall include a written statement from the alleged harasser.
- iii. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings will be sent to the General Manager. The General Manager shall immediately inform, in total confidentiality, the Personnel Committee of the Board of Directors.

- iv. All discussions resulting from said investigation shall be kept confidential by all informed of said investigation.
- v. The person initiating the complaint has the right to be accompanied by advocate when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.
- v. All parties concerned will be advised of the results of the investigation.

F. **Disciplinary Procedures and Sanctions.** Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found, including mandatory sexual harassment training to prevent future incidents. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and confidential personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

- i. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, etc.
- ii. Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims. An employee involved in a confirmed incident shall be removed from supervision of a person verified to have committed a harassment activity.
- ii. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

8. EMPLOYEE STATUS

A. **At Will.** All employment at the District is "at will." This means that either the employee or the District may end the employment relationship at any time, with or without advance notice and with or without cause. Provided, however, that discipline, grievance, layoff and other similar procedures in an MOU or written employment agreement will apply while in force, but are not intended to alter the at-will nature of the employment relationship. The at will nature of the employment relationship can only be changed by a clear and unambiguous intent to alter the at will nature of employment made in a MOU or written employment agreement approved by the District Board and signed by or on half of the employee involved. Any reference in this Manual to discipline is not intended to change the at will nature of the employment relationship or to restrict either the employee's or the District's options under the "at will" employment policy.

- B. **Regular Full Time Employee.** A "Regular" employee is one who has been hired to fill a regular position in any job classification and has completed his/her introductory period except as otherwise required by law.
- C. **Introductory Employee.** All newly hired employees serve an introductory period. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The District uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the District may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.
All new (Including rehired) employees work on an introductory basis for the first six (6) months after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If the District determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended one or more times.

Upon satisfactory completion of the introductory period, full-time employees enter the "regular" employment classification. Successful completion of the introductory period does not guarantee employment for any specific duration or change the at-will status of regular employment.

- D. **Temporary Employee.** A temporary employee is defined as anyone hired for a period of six (6) months or less. Employees hired to replace a regular employee who is on a leave of absence shall be hired as temporary employees unless said leave of absence is in excess of one-hundred-eighty (180) days.

Part-Time Employee. A "Part-time" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The part-time employee works whenever the District's workload increases to a level that regular employee cannot accommodate or when other factors make part-time employment advantageous. He/she also works standby as discussed in Section 19, ("WORK HOURS, OVERTIME AND STANDBY PROGRAM").

- i. A temporary or part-time employee will not be eligible for fringe benefits including holiday pay, vacation pay, insurance coverage, jury duty pay, bereavement pay or items of a similar nature, nor will he/she accrue seniority or leave of absence rights. Following the Healthy Workplace Healthy Family Act of 2014 (AB 1522), a temporary or part-time employee will accrue paid sick leave as of the first day of employment at a rate of one (1) hour for every thirty (30) hours worked provided that the employee has worked for 30 or more days within a year from the beginning of employment. The temporary or part-time employee will be eligible to take the paid sick leave after the 90th day of employment. The employee shall be limited to an annual accrued sick leave limit of twenty-four (24) hours annually.

9. COMPENSATION

- A. **Compensation at Hiring.** This policy shall apply to all District employees:

New Employees. All newly appointed employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as provided elsewhere herein.

- B. **Advancement within Range.** The General Manager shall authorize advancement within the salary range only after evaluating the employee's performance and determining that it is satisfactory. This determination shall be noted on a performance evaluation form to be placed in the employee's file, with a copy given to the employee.
- C. **Promotion.** When the District has an opening in a classification above the entry level, notice shall be posted in the break room, located at the District Headquarters and at the Operations Building prior to filling the position. All candidates, whether internal or external, shall be evaluated equally with the most qualified candidate being selected for the position. Permanent employees elevated in classification shall serve a six (6) month introductory period in their newly acquired position. Permanent status will be dependent on the job performance evaluation which will occur at the end of the introductory period.
- D. **Performing Work Out of Classification.** Employees required to work a normal shift in a temporary classification higher than their current classification will be paid a shift differential equivalent to five percent (5%) of his/her base pay rate. Should an employee be required to work temporarily in a classification paying less than his/her established rate, he/she will be paid at their normal rate.
- E. **Step Increases.** Employees below Step 5 in his/ her classification shall be eligible for step increase based on individual performance evaluation. Individual performance evaluations shall be conducted at twelve-month intervals for all employees, based on anniversary date.

10. PERFORMANCE EVALUATION

- A. **Written Evaluation.** Performance evaluations shall be in writing on forms prescribed by the General Manager. Said evaluation shall provide recognition for effective performance and also identify areas that need improvement. In addition to providing scaled scores in each performance and characteristic category, the evaluator will also provide a narrative explanation of the reason for each score.
- B. **Employee Response.** The performance evaluation shall be signed by the evaluator and shall be discussed with the employee. The employee will be provided an opportunity to prepare a written response to the evaluation that will be attached to the evaluation for inclusion in his/her personnel file. Employee responses are to be filed within 30 calendar days, unless an extension for unusual circumstances is granted by the General Manager.
- C. **Discretion.** Unscheduled performance evaluations may be made at the discretion of the General Manager in for specific purposes such as the development of performance improvement plans.

11. PERFORMANCE EVALUATION—GENERAL MANAGER

- A. The General Manager of the District is retained and serves at the will of the Board of Directors. The Board of Directors shall review the performance of the General Manager after the initial six (6) months of service after appointment and then annually thereafter, using a process that provides for discussion and encourages feedback in the development of goals and the performance evaluation.
- B. **Occurrence.** The performance evaluations should occur in closed session annually during the first Board of Directors meeting of the month in which the evaluation is due, or on another date mutually acceptable to the Board of Directors and the General Manager. The District Secretary shall maintain a notification system that tracks the date when the evaluation is due to ensure the Board agenda is properly noticed and to provide adequate advance notice to the Board and the General Manager.
- C. **Evaluation Form.** The Board of Directors will agree upon an evaluation format to be utilized by the Board prior to the formal performance review session. Board of Directors shall be encouraged to prepare input prior to the formal review.
- D. **Evaluation.** During the scheduled closed session(s), the Board should meet as a group with the General Manager to discuss the components of the performance evaluation and receive feedback from the General Manager relative to the Board's assessment. If requested by the Board, the District's Legal Counsel may attend the evaluation closed session.
- E. **Goals and Objectives.** The Board of Directors and General Manager should jointly develop mutually agreed upon written goals and objectives for the subsequent evaluation period.
- F. **Compensation Award.** Any decision on a compensation award shall be made at a public meeting following the closed session evaluation meeting.

12. HEALTH AND WELFARE BENEFITS

- A. **Insurance.** The District will provide regular full time employees health insurance coverage through the Public Employees Retirement System (PERS) for all eligible employees and their eligible dependents. Insurance will cover maternity for employee and spouse only.
- B. **State Disability Insurance.** Employees shall pay the cost of the premiums associated with State Disability Insurance.

- C. **Life Insurance.** Life Insurance shall be provided at the regular employee's current regular rate of pay, at the time of death, equal to one year's salary.

13. PAY PERIODS

- A. The pay period shall commence on Sunday at 12:01 A.M., and continue until 12:00 Midnight the second Saturday following. Payday shall occur on the Thursday following the end of the pay period.

14. GIFT ACCEPTANCE GUIDELINES

- A. **Policy.** An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits of or greater than a \$25 value.

15. OUTSIDE EMPLOYMENT

- A. No District employee shall be permitted to accept employment in addition to or outside of District service if:
 - i. The additional or outside employment leads to a conflict or potential conflict of interest for said employee;
 - ii. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
 - iii. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.
- B. **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles or other District resources in connection with said employment.

16. LETTERS OF RECOMMENDATION

- A. **Requests.** The General Manager shall process all requests for references and letters of recommendation.

17. EXECUTIVE OFFICER

- A. **Executive Officer.** The General Manager shall be the Executive Officer of the District and serve at the pleasure of the Board.
- B. **Employment Agreement.** The terms and conditions of the General Manager's employment shall be specified in the agreement of employment established between the General Manager and the Board of Directors.
- C. **Conflict.** Whenever the agreement of employment established between the General Manager and the Board of Directors is in conflict with any District policy, said agreement of employment shall prevail.

18. VOLUNTEER PERSONNEL WORKERS' COMPENSATION INSURANCE

- A. **Policy.** An unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury or illness sustained by them while engaged in the performance of services for the District under its direction and control.
- B. **Authorization.** The Legislature of the State of California has provided through legislation (Labor Code §3363.5) authorization for the inclusion of such coverage in the District's Workers' Compensation Insurance policy.

19. WORK HOURS, OVERTIME AND STANDBY PROGRAM

- A. **Application.** This policy shall apply to all non-exempt employees.
- B. **Work Day.** Except where an alternative work schedule has been implemented by the General Manager and the Board of Directors, A normal work day is defined as eight (8) hours of work plus an unpaid one-half (1/2) hour lunch break followed by fifteen and one-half (15 1/2) hours of rest for all employees except clerical classifications.

Clerical employees' normal work day shall consist of eight (8) hours of work and one (1) hour unpaid lunch period followed by fifteen (15) hours of rest.
- C. **Work Week.** A workweek is defined as one-hundred-sixty-eight (168) consecutive hours beginning at 12:00 A.M. Sunday and ending the following Saturday at 11:59 P.M.
- D. **Alternative Work Week.** Alternative work schedules such as 4/10 may be implemented for the betterment of the District as determined by the General Manager and the Board by providing notice to the affected employee(s).

- E. **Overtime.** The District’s policy is to comply with all applicable wage and hour laws and regulations. Non-exempt employees will receive overtime as required by the Federal Fair Labor Standards Act of 1938 (FLSA). Under the FLSA, overtime is paid at the rate of time and one half of the regular rate of pay for all hours actually worked in excess of 40 hours in a workweek. State law rules involving daily overtime after eight (8) hours and double time do not apply to public agencies such as the District. All overtime is to be approved in advance by the employee’s supervisor and failure to secure prior approval may be considered a violation of District policy. Employees are required to accurately record all hours worked, neither over reporting nor under reporting. No supervisor may authorize or direct an employee to work “off the clock” or “off the books.” If a non-exempt employee is asked or directed by any supervisor or manager to work hours without accurately recording them, the employee shall notify the General Manager as soon as possible.
- F. **Call Out Time.** The intent of the Standby Program is to provide qualified personnel to respond to water system emergencies after regular business hours. For the purpose of this policy, the definition of emergencies may include, but shall not be limited to, water outages, water leaks, water quality concerns and telemetry system alarms.
- i. **Scheduling and Compensation.** A regular standby period will be for a one week duration—Thursday 7:30 a.m. to Thursday 7:30 a.m. This includes nights, weekends, and holidays. The employee providing standby services will be compensated at a flat rate of one hundred dollars (\$100) per standby period plus overtime pay of time and one-half for the actual call out, with a two-hour minimum. The start time for the call-out and overtime pay to begin shall be at the time the employee arrives at the District Office or job site. Any additional calls for service received during the initial compensated two hour minimum call-out will not receive any additional compensation.
 - ii. **Rotation.** The Director of Operations will establish the number of individuals eligible for Standby and provide an equitable rotation schedule.
 - iii. **Training.** Employees new to the standby program will be supported by a Production Department employee for all telemetry system alarms. Employees assigned as trainees providing standby services will be compensated at a flat rate of fifty dollars (\$50) per standby period. The progress of the employees in training shall be evaluated in intervals of three months and six months. At the end of the six-month training period, an employee in training should be considered able to respond to telemetry system alarms without the immediate support of the Productions Department employee. The evaluations will be performed by the Production employee assigned to support the employee in training in conjunction with the Production Supervisor and will be reviewed by the Director of Operations and/or the General Manager.
 - iv. **Schedule.** The schedule for standby will be posted for a period of at least three months. The schedule will be prepared by Production Department Employees and approved by the Department Director. The schedule will be prepared in

such a manner that Production Department Personnel will be on standby during their regularly scheduled work periods.

- v. **Trade.** Employees may trade their scheduled standby assignments only with the approval of the General Manager or Department Director. The trade of a standby assignment must be with another qualified standby employee. Standby employees are encouraged to consider the standby schedule when planning for vacation leave. Unless the trade is approved, standby assignments will be considered part of an employee's job responsibilities.

- vi. **Participation Criteria.** An employee interested in the standby program must meet the following minimum requirements:
 - a. Three years of employment with the District and must be assigned to a position equivalent to a Water Utility Person II.
 - b. Possess a Certificate of Competency as a Water Distribution Operation II or Water Treatment Operator I (California Department of Health Services).
 - c. Be able to travel from their residence to the District Main Office within approximately 15 minutes.
 - d. Possess working knowledge of the methods, equipment, materials and terminology used in the operation and maintenance of the water distribution system.
 - e. Ability to maintain accurate records and make reports.
 - f. Ability to understand and follow oral and written directions of a technical nature.
 - g. Ability to maintain harmonious working relations with others.

- vii. **Program Operation Guidelines.** The standby employee is responsible for responding to after business hours emergency calls and assessing the nature and severity of the incident. The standby employee is responsible for calling out the necessary number of personnel to make the needed emergency repairs to the water system. Depending on the classification of personnel contacted to make repairs, either the crew leader or senior employee will be responsible for the actual repair and satisfactory completion of said repair. If the standby employee has a question regarding the procedure to be used to make needed repairs, or if extensive overtime will be necessary to perform the repairs, the Field Superintendent and/or Department Director shall be contacted. If these individuals cannot be reached the Director of Engineering or General Manager shall be contacted.

- viii. **Log.** A log of all call out activity shall be maintained by standby employees. The standby employee's payroll time sheet must accurately reflect the log entries in order to be approved for payment.

20. CONTINUITY OF SERVICE

- A. For probationary and regular employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits such as sick leave and vacation time. Length of continuous service will also be one of the considerations in promotions, demotions and when a reduction in the workforce is implemented.
- B. **Limitation.** Continuous service with the District will start with the date of employment and continue until one of the following occurs:
 - i. An employee is discharged.
 - ii. An employee voluntarily terminates his/her employment; or,
 - iii. An employee is otherwise separated from employment.
- C. **Accrual.** Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service will accrue for the period of such absence:
 - i. Absence by reason of industrial disability;
 - ii. Authorized absence without pay for less than 30 days in a calendar year; or,
 - iii. Absences governed by applicable state and/or federal laws such as military or National Guard service.
- D. **Non-Permanent Employees.** Part-time and temporary employees who are hired for a position having regular status will have previously earned length-of-service maintained in their employment service records.
- E. **Rehiring.** Previous temporary employees who are rehired within twelve (12) months of their last date of employment shall have their employment service records restored to include previously earned length-of-service.

20. REDUCTION IN FORCE

- A. **Reduction in Force.** When it becomes necessary to reduce the workforce as a result of lack of work, lack of funds, economic conditions, reorganization, or in the interests of

efficiency or similar reasons, the District may initiate an involuntary employment termination without cause under the District's "at will" employment policy. When implementing a reduction in force, the General Manager may consider any criteria that is business related and that is not prohibited by law. The reduction may be referenced as "layoff," but this will not change the basic policy of "at will" employment.

- B. **Demotion or Transfer in Lieu.** At the discretion of the General Manager, employees may be demoted or transferred to a different classification in lieu of termination or layoff where the employee possess the minimum qualifications for the new position or classification and can immediately perform the functions of the job.
- C. **Layoff and Recall under MOU.** Where specific procedures for layoff and recall are provided in an MOU, the MOU procedures will be followed for a reduction in force involving employees covered by the MOU. Unless otherwise expressly provided in the MOU, discipline and review procedures, if any, will not apply to the reduction in force or layoff.
- D. **Re-Employment List.** Where required under the terms of an MOU, the District will maintain a re-employment list for each classification from which a covered employee was laid off. Former employees will be recalled from the list to a vacancy in their former classification based on their length of continuous service with the District, as determined under this Manual. A former employee not eligible for recall from a re-employment list may apply for any vacancy with the District.
- E. **List Removal.** An individual will be removed from a re-employment list under the circumstances listed below. It is the responsibility of the individual to maintain a current U.S. Mail address on file with District where the individual can receive and respond to notices on a timely basis. The District is not responsible for misdirected recall notices or failure of delivery. Removal will occur:
 - i. After six (6) months from the date of termination;
 - ii. If the individual declines recall or fails to respond to a notice of recall within five (5) work days of the date of mailing;
 - iii. If the individual accepts other employment with the District at the same or higher rate of pay; or
 - iv. If the individual notifies the District that he or she is no longer available for recall as a result of accepting other employment or for other reasons.
- F. **Service Records.** Previous regular employees who return to work within six (6) months of a reduction in force or layoff will have their former length of continuous service restored (less the period not employed as a result of the reduction in force or layoff). Previous regular employees called back on a part-time basis will be credited with additional service on an hour-for-hour basis.

21. HOLIDAYS

- A. Full Time Employees that do not work the holiday shall be credited with eight (8) hours pay. Such eight (8) hours shall be counted as a day worked for the purposes of the computation of overtime.
- B. **Holidays.** The following days shall be recognized and observed as paid holidays:
- i. New Years Day;
 - ii. Martin Luther King, Jr.'s Birthday;
 - iii. President's Day;
 - iv. Memorial Day;
 - v. Independence Day;
 - vi. Labor Day;
 - vii. Veteran's Day;
 - viii. Thanksgiving Day;
 - ix. Day After Thanksgiving;
 - x. Christmas Day;
 - xi. Employee's Birthday; or
 - xii. Other holidays provided to employees subject to the discretion of the Board.
- C. **Compensation.** An employee required to work the holiday would bank his/her 8 hours and take them at a later date with approval of the Supervisor and General Manager.
- D. **Exception.** A holiday that occurs on a Saturday shall be granted the preceding Friday. A holiday that occurs on a Sunday shall be granted the following Monday.
- E. **Authorized Leave.** When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.
- F. Employees must work the regular business day before and after the holiday to qualify for this benefit, unless a preapproved vacation exists.

22. VACATION

- A. **Application.** This policy shall apply to regular and introductory employees in all classifications.
- B. **Accrual.** Vacation shall be earned from date of hire. Paid vacations shall be accrued according to the following schedule on an annual basis:
- i. One (1) through four (4) years of service, eighty (80) hours;
 - ii. Five (5) through fourteen (14) years of service, one hundred twenty (120) hours;
 - or
 - iii. Fifteen (15) years and more, one hundred sixty (160) hours.
- C. **First Year.** An employee with less than five years seniority would receive 80 hours vacation per year. The first year shall be prorated and accrued per month commencing with the first full month of employment and awarded after January 1 of the following year.

- D. **Use of Vacation.** Employee shall be eligible to use vacation after it is accrued. If there is sufficient time in the remainder of the calendar year to take or reschedule a vacation, and an employee elects not to take or schedule his/her vacation, the District shall have the option of requiring the employee to take a vacation or purchase unused vacation at an employee's regular hourly rate of compensation. An employee is allowed to accrue vacation hours up to the maximum allowed explained below. Vacation buy-backs are scheduled on the first pay period in the month of December. Employees are allowed one (1) additional buy-back during the calendar year. Request is submitted to Payroll and will be reviewed and prepared by Human Resources.
- i. Upon termination, employee shall be compensated for accrued unused vacation at their current pay rate.
 - ii. The District will not allow for accrual of vacation in excess of:
 - a. Non-Exempt Employees: one hundred twenty (120).
The General Manger reserves the right to allow overages in special circumstances.
 - b. Exempt Employees:

(1) 1 – 5 service years	260 hrs.
(2) 6 – 15 service year	300 hrs.
(3) 16 – 20 service years	350 hrs.
(4) 21 + service years	380 hrs.
- E. **Vacation Buy-Back.** For the additional buy-back during the year, employees who have been employed with the District for a minimum of one (1) year may elect to buy-back accrued, but unused, vacation hours. An employee may request to buy-back a minimum of ten (10) hours. To purchase vacation hours, an employee must have a minimum remaining balance of forty (40) hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the salary rate in effect for that employee at the time the hours are paid.
- i. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.
 - ii. All additional vacation buy-back requests during the year will be processed in the payroll cycle following the date the request was approved.
- F. **Sick Leave.** The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used.
- G. **Scheduling.** Employee shall request use of vacation in a reasonable time in advance, preferably thirty (30) days, of the proposed vacation. Same day requests are discouraged and will be considered on a case-by-case basis provided that District operations are not interrupted, and in emergency situations.

23. PRE-EMPLOYMENT PHYSICAL EXAMINATION

- A. **Purpose.** Due to the nature of our business, direct public contact is required. Also, the construction, operation, and maintenance of facilities are imperative in order to fulfill the continual responsibility for providing water service to customers in the District's service area. Therefore, a safe and healthy place for business transactions must be established and maintained. The District recognizes that in order to maintain a safe, effective and productive work environment, it is necessary to identify job applicants and employees who have a health problem which may interfere with job performance or be detrimental to the health of District employees or the public.

The purposes of this policy are as follows:

- i. To establish and maintain a safe, healthy working environment for all employees.
- ii. To establish and maintain a safe, healthy environment for the public.
- iii. To reduce the incidence of accidental injury to persons or property.
- iv. To reduce absenteeism and tardiness.

- B. **Medical Examinations.** The District shall require the prospective employee to take a medical examination in order to identify any health problem which could interfere with his/ her prospective job performance or be detrimental to the health or safety of the applicant, District employees, or the public to the extent permitted by law.

This examination shall include drug and alcohol testing. The examination shall be administered after the job applicant has been given a conditional offer of employment and before the first day of work. The condition to the offer of employment shall include passage of the examination after it is determined that no health problem exists and there is no presence of drugs or alcohol.

C. Procedure.

- i. All applications for employment shall contain a statement to prospective applicants advising them that the selection procedure includes taking and passing a medical examination, which includes, but is not limited to, testing for the presence of health problems, which may interfere with their prospective job performance or be detrimental to the District employees or the public and testing for the presence of drugs or alcohol
- ii. Applicants who are referred for a medical examination shall be required to sign consent forms authorizing the examination and the release of the examination results to the General Manager.
- iii. All medical examinations and the results thereof shall be approved by the General Manager.
- iv. Any applicant who refuses to sign the consent form(s) or to submit to the medical examination shall not be considered for employment.
- v. Examination results are confidential and shall be used solely for assistance in the District's determination for employment of the applicant and will not be released except to:
 - a. Appropriate District personnel.
 - b. The applicant upon written request.
 - c. Pursuant to court order.
 - d. The applicant if the examination reveals a medical problem that should be brought to the applicant's attention. This shall be done only on the advice of the examining physician.
- vi. Applicants who are taking medication prescribed by a physician shall so indicate on the examination form and must be otherwise disclosed prior to the examination. Any positive indications related to the presence of that medication will not prohibit employment unless, pursuant to applicable law, the use of said medication would otherwise interfere with the applicant's job performance or create an unsafe condition for the applicant, District employees, or the public.

- vii. If a required medical examination reveals a medical problem that is recommended by the examining physician to be investigated further, any such investigation and/ or follow-up medical procedures shall be paid for by the applicant.
- viii. Medical inquiries are only made after a conditional offer of employment has been made and after all non-medical contingencies have been removed (except as otherwise allowed by law). Medical examinations will only be required where all applicants in the same job category are subject to the examination. Any contrary provision of this Manual notwithstanding, medical inquiries and examinations will only be conducted in conformance with applicable law, including the Americans with Disabilities Act and the California Fair Employment and Housing Act.

24. SICK LEAVE

- A. **Application.** This policy shall apply to introductory and regular employees in all classifications who work at least 30 days within an year in accordance with the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522), operative January 1, 2015.
- B. **Definition.** Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave when prior notice is provided to the supervisor.
- C. **Accrual.** Employees shall accumulate sick leave at the rate of one (1) day per month. A temporary or part-time employees will accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked.
- D. **Use.** Each employee may use accrued sick leave, up to half the time accrued per calendar year, as kin care leave, to care for sick family members. It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of kin care time. Family members covered include parents, children, spouses, registered domestic partners, grandparents, grandchildren, and siblings are defined as follows:
 - i. A “child” means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his/her grandchild.
 - ii. A “parent” means a biological, foster or adoptive parent, a stepparent or legal guardian. Mothers-in-law, fathers-in-law and grandparents are also considered “parents for purposes of this division.
 - iii. The term “spouse” is not defined in the legislation mandating kin care, but presumably applies only to an individual to whom the employee is legally married.

- iv. A registered domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership and are registered with the Secretary of State.
 - v. Any other definition of Family Member as defined by the State of California.
- E. **Notice.** In order to receive compensation while on sick leave, the employee shall notify a supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.
- F. **Evidence.** If absence from duty by reason of illness occurs, satisfactory evidence may be required by the employee's immediate supervisor or the General Manager. Such evidence may include but is not limited to certification from a licensed physician.
- G. **"Buy-Back."**
- i. **Incentive Plan "A."** An employee not using any sick leave for twelve (12) consecutive months may convert their twelve (12) accrued days to cash at a rate of two (2) accrued days for eight (8) hours pay at their regular hourly rate.
 - ii. **Incentive Plan "B."** Upon retirement or death, an employee, or his/ her beneficiary, shall be entitled to receive 50% of all accumulated sick leave not compensated for in "A" above.
 - iii. **Note.** The beneficiary specified in the previous paragraph shall be the individual indicated on the employee's Life Insurance Beneficiary Form.

25. FAMILY AND MEDICAL LEAVE

- A. The purpose of this policy is to clarify how the District will implement the Family and Medical Leave Act of 1993 (FMLA). The provisions of the contract or MOU with union and/or employee association shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the FMLA.
- B. **Eligibility.** To be eligible for leave under the FMLA, an employee must have:
- i. Been employed by the District for at least twelve (12) months
 - ii. Worked for the District at least one-thousand-two-hundred-fifty (1,250) hours during the twelve (12) months immediately preceding the commencement of leave.
- C. **Leave Benefit.**
- i. Eligible employees will be provided with up to twelve (12) weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse. In addition, employees who are unable to perform

the functions of their position because of a serious health condition will also be entitled to twelve (12) weeks of unpaid leave. "Serious health condition" is defined as an acute illness, injury, impairment, or physical or mental condition that entails:

- a. Inpatient care in a hospital, hospice, or residential medical care facility; or,
 - b. Continuing treatment by a health care provider.
- ii. To be eligible for leave under the FMLA, the employee will first be required to use applicable accrued paid leaves permitted by the District, including vacation leave and sick leave for the first part of the twelve (12) week statutory leave. If a husband and wife are both employed by the District, the total number of workweeks of leave to which both may be entitled shall be limited to twelve (12) weeks if leave is taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.
 - iii. Employees taking a "Family Care Leave" will be required to use all available paid time off (e.g. vacation, floating holidays, etc.) during any "Family Care Leave". Vacation and sick time off do not accrue during a "Family Care Leave". If a holiday falls during a "Family Care Leave," the employee will not receive holiday pay.
 - iv. Employees on leave who were previously covered by the District's health benefit shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work.
 - v. At the end of the leave the District will attempt to reinstate the employee to his/her previous position (unless the position is eliminated) or to an equivalent job with equivalent pay, benefits, and working conditions. However, the employee will not accrue seniority or employment benefits during the leave period. The District will also require the employee to obtain medical certification that they are able to resume work.

D. Employee Obligations

- i. If an employee requests leave for the birth, adoption, or the foster placement of a child, and the need for leave is foreseeable, the employee must provide his or her supervisor with at least thirty (30) days' prior written notice. However, if the date of the birth, adoption, or foster placement requires that leave begin in less than thirty (30) days, the employee must provide the general manager with as much notice as practicable. If the employee requests leave because of a serious health condition, the employee must provide the Supervisor with thirty (30) days notice, or with as much notice as practicable.
- ii. Employees seeking leave on account of a serious health condition must provide the supervisor with medical certification regarding their condition. The General Manager may require employees to obtain, at the District's expense, a second opinion. If the second opinion differs from the first, the General Manager may require a third opinion from a mutually agreed on health care provider.

- iii. Leave for childbirth or adoption can be taken intermittently (e.g. two (2) days a week or one (1) week per month). Leave for a serious illness, including a pregnancy-related illness, may be taken intermittently when medically necessary or if the employee is unable to perform his/ her job intermittently, this need must be included in the medical certification.

26. PREGNANCY DISABILITY LEAVE OF ABSENCE

- A. Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth, or related medical conditions, she is eligible to take a Pregnancy Disability Leave (PDL). If she is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous condition or to less strenuous or hazardous duties, if this transfer is medically advisable.
- B. **Length.** The PDL is for any period(s) of actual disability caused by an employee's pregnancy, childbirth, or related medical condition up to four (4) months (or eighty-eight (88) workdays for a full-time employee) per pregnancy.
 - i. The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.
 - ii. Time-off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by your PDL.
- C. **Compensation.** Generally, the District is required to treat pregnancy disability the same as we treat other disabilities of similarly situated employees. The PDL will be unpaid.
 - i. At the employee's option, she can use any accrued vacation as part of her pregnancy disability leave before taking the remainder of her leave as an unpaid leave. The employee may also be eligible for State Disability Insurance for the unpaid portion of her leave.
 - ii. Taking a PDL may impact certain of the employee's benefits or her seniority date. If the employee wants more information regarding her eligibility for a leave, the impact of the leave on her senior and benefits, and our policy for other disabilities, she should contact her supervisor.
 - iii. An employee returning from an approved PDL of four months or less will be reinstated to her same position or to a comparable position under circumstances allowed by law. The only exception is if the employee's position is eliminated.
- D. **Requirements.** The employee may be required to obtain a certification from her health provider of her pregnancy disability or the medical advisability for a transfer. The certification should include:

- i. The date on which she became disabled due to pregnancy or the date of the medical advisability for the transfer.
- ii. The probable duration for the period(s) of disability or the period(s) for the advisability of the transfer.
- iii. A statement that, due to the disability, she is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons or a statement that, due to her pregnancy, the transfer is medically advisable.

27. BEREAVEMENT LEAVE

- A. Two (2) days off with pay for death of employee's/ spouse's parents. Four (4) days off with pay for death of employee's spouse or children.

28. PERSONAL LEAVE OF ABSENCE

- A. Employees may be granted leaves of absence without pay for valid and compelling personal reasons for period of up to thirty (30) days. Two (2) weeks prior notice is generally required. A written request is to be submitted to his/ her supervisor with as much advance notice as possible. Management will consider the following factors to determine if a leave is warranted:
 - i. Reason for leave of absence.
 - ii. Length of Service.
 - iii. Performance and work records and the District's legitimate business needs.
- B. **Return.** The ability to return from a personal leave of absence will be based upon the availability of an appropriate position.

29. JURY DUTY

- A. **Application.** This policy shall apply to probationary and regular employees in all classifications.
- B. **Notice.** An employee summoned for jury duty will immediately notify his/her immediate supervisor.

- C. While serving on a jury, an employee will be given a paid leave of absence up to five days. Said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday

30. RETURN TO WORK POLICY

- A. **Purpose.** The District has developed a return to work program in an effort to minimize serious disability due to on-the-job injuries and illnesses and to reduce workers' compensation costs.
- B. **Assistance.** Supervisors 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. To the extent possible, they will also assist in arranging work that meets "light duty" restrictions, as needed, to reduce lost time.
- C. **Work Load.** This policy does not guarantee light duty work will always be available. The operational needs of the District must be considered when determining if light duty work will be provided. Light duty work shall be productive and provide a needed service to the District. The General Manager or Superintendent will work with the Workers' Compensation carrier with the assessment of the employee's ability to return to work.

31. OCCUPATIONAL INJURY AND ILLNESS PREVENTION PROGRAM

- A. It is the policy of the District that accident prevention shall be considered of primary importance in all phases of operation and administration.
 - i. The District's management intends to provide safe and healthy working conditions and establish and insist upon safe practices at all times by all employees.
 - ii. It is a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function.
 - iii. It is equally the duty of each employee to accept and follow established safety regulations and procedures. Unsafe conditions must be reported. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.
 - iv. Any injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that occurred.

- v. Responsibility for implementing the Injury Prevention Program is given to the General Manager, who will coordinate all efforts and oversee the enforcement of all District safety rules and policies.
- B. Insurance of Compliance.** Employees will be trained in safe practices. If unsafe practices are observed, the employee will be disciplined and retrained to ensure that they comply with safe work practices.
- C. Communication.**
- i. During the initial safety orientation, employees will be instructed to report any unsafe conditions, and to discuss occupational health concerns.
 - ii. During safety meetings, employees will be encouraged to report any unsafe conditions, and to discuss occupational health concerns.
 - iii. All safety and health suggestion will be reviewed by the supervisor, who will determine if an inspection, further training, or other action is necessary.
- D. Occupational Health and Safety Training Program**
- i. All new employees will be provided a safety orientation during their first day on the job. The orientation will be conducted and documented by their supervisor. It will cover all company safety rules and the safe practices required for their job assignment.
 - ii. Employees given a new job assignment will be provided a safety orientation regarding any new hazards prior to beginning the new job. Employees risking exposure to a new hazard will be given safety orientation prior to working with the new hazard.
 - iii. A safety orientation will be conducted periodically. Safety rules and safety practices will be emphasized at this training session, which will serve the same purpose as the safety orientation given to new employees.
 - iv. Only individuals who are knowledgeable of the safety hazards and safe practices of the workers under their direction and control will be permitted to supervise.
 - v. Records will be kept of all training provided. Records will indicate the type of training given, date, the name of the training provider, and signatures of employees in attendance.
- E. Inspections**
- i. Inspections will be performed regularly to identify and evaluate workplace hazards. A checklist will be developed for use in subsequent inspections.

- ii. Inspections will also be performed whenever a new process or substance is introduced, when the company receives information that a company process or substance is hazardous, as part of an accident investigation, and when a safety hazard is reported. These inspections may be limited to the substance or process in question.
- iii. All inspections will be documented using the Hazard Checklist, which will be signed and dated by the inspector. The inspector will correct, or arrange to correct all hazards identified.

F. Accident Investigation

- i. All accidents, illnesses, and exposures to hazardous substances resulting from employment with the District will be investigated by the injured employee's supervisor, using the Supervisor's Report of Accident Form.
- ii. The investigation report will be reviewed by the General Manager.
- iii. Particular attention will be given to ways of preventing future occurrences of similar accidents, illnesses or exposures.

G. Unsafe Conditions and Work Practices

- i. When safety hazards are corrected, the action taken will be indicated on Hazard Checklist, which will then be signed and dated by the individual making the corrections.
- ii. Priorities for correction will be determined by the severity of the hazard (s) identified. Employees will be protected from imminent hazards by the use of lockouts or other means of adequately preventing employees from exposure.
- iii. Hazard checklist forms will be kept as a record of the company's ongoing safety efforts.

- H. Recordkeeping.** Inspection records, accident investigations, and training records, shall be kept for a minimum of three (3) years.

32. UNIFORMS AND PROTECTIVE CLOTHING

- A. Employee Appearance and Dress.** Employees are expected to maintain a neat, clean and well-groomed appearance.

- i. Hair, beard and mustaches must be of style and length to avoid coming into contact with moving equipment. Loose clothing is not to be work when operating equipment.

- ii. Employees are expected to dress in a manner that is normally acceptable in similar business establishments. The wearing of suggestive attire or of dungarees, jeans, shorts, sandals, tennis shoes, western boots, T-Shirts and similar items of casual attire is not permitted as they do not present a businesslike appearance.
- iii. The exception occurs when prior approval has been given by a manager to wear non-professional clothing to complete a specific duty or special function or on days designated by the General Manager as “casual days.”
- iv. No facial piercing or gauges shall be worn while on duty.
- v. Any visible tattoos should be covered while on duty.
- vi. Any work time missed because of failure to comply with the dress policy will not be compensated, and repeated (3) violations of this policy will be cause for disciplinary actions.

B. Uniforms. The District supplies all field employees with uniforms.

- i. The cost of uniforms and/or protective clothing, boots, etc., that employees are required to wear shall be borne by District.
- ii. All field employees are required to wear steel toed safety shoes or boots. The District will reimburse each field employee up to one hundred thirty dollars (\$130) per year on or after the employee’s hire date then on or after the employee’s anniversary date, thereafter, for said shoes or boots upon proof of purchase.
- iii. When an employee for whom said uniforms, clothing, shoes, etc., were purchased or reimbursed is terminated or resigns for any reason prior to completing three continuous months of service after said purchase, a portion of the cost of said items shall be retained from his/her final payment. That portion retained shall be a percentage of the total cost of said items equal to one-hundred percent (100%) less the ratio of the amount of time worked to three continuous months of regular work.

C. Compliance. Any field employee not wearing the complete uniform, while performing District functions, is subject to disciplinary action.

- i. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises.
- ii. Uniforms are not to be worn for personal use.



Beaumont- Cherry Valley Water District Policy Manual



POLICY TITLE: DEFINITIONS
POLICY NUMBER: 1000

1000.1 **District.** Beaumont-Cherry Valley Water District shall hereinafter be referred to as "District."

1000.2 **Designee(s).** Sections empowering the General Manager as decision-maker will not apply to any other individual, unless the General Manager should designate another management employee or supervisor as vested with such powers.

1000.3 **Employee.** See Policy 3000.

1000.4 **Board of Directors.** The Board of Directors are an elected body and therefore not considered employees of the District. The Board of Directors may be referred to as "the Board" or "Counsel" herein. Section 4000 of this Manual defines the roles, responsibilities, and powers of the Board of Directors.

Adopted by Resolution 20-XX, Date

POLICY TITLE: CONTRACTUAL PROVISIONS
POLICY NUMBER: 1005

1005.1 **Application.** The provisions of this Manual will apply to all District employment. In the event a specific provision of this Manual is contrary to a term or terms of a Memorandum of Understanding (MOU) or a written employment agreement, the MOU or written employment agreement will prevail. Such MOU and any amendment must be in writing and duly adopted by action of the District Board at a properly noticed public meeting.

Adopted by Resolution 20-XX, Date

POLICY TITLE: POLICY MANUAL
POLICY NUMBER: 1010

- 1010.1 A manual of District policies shall be maintained by the Human Resources Department.
- 1010.2 The Policy Manual will be available to all employees and members of the public in accordance with the Public Records Act and under applicable law.
- 1010.3 Revisions to the Policy Manual are subject to approval by the Board of Directors.
1. The Table of Contents, Title Pages, Page Numbering, and Dividers are exempt from Board approval.
 2. Changes of format, font, spacing, and corrections of typographical (typo) errors are exempt from board approval.
- 1015.4 Upon hire, employees will receive a copy of the Policy Manual and sign an acknowledgement of receipt.
- 1015.5 Individual District departments and employees may maintain additional department or desk manuals separately from the Policy Manual. Adoption or revision of these internal documents are not subject to Board approval.
- 1015.6 The Policy Manual will be written with clarity, precision, and inclusion. The Policy Manual will be written using APA (American Psychological Association) style and grammar guidelines to increase the ease of reading comprehension.
1. The Policy Manual will use a standardized format and numbering system.
 2. The Policy Manual will use the singular "they" as a generic third-person pronoun.
 3. The Policy Manual will use the serial comma, also known as the Oxford comma.
 4. Law, Government Code, etc. will be cited via parenthetical citations.
 5. Policies may cite other policies within the text to provide context via parenthetical citations.
 6. Abbreviations must be defined upon first use for each individual policy. Terms defined under the Definitions policy (Policy 1000) need not be defined in subsequent policies. For example, "District" is always defined as "Beaumont-Cherry Valley Water District" (Policy 1000.1).
 7. Numbers will be listed as numerals only, not spelled alphabetically. For example, "5," "\$5,000," and "120" are all acceptable.
- 1015.7 **Reservation of Rights.** As circumstances change, the District may revise, supplement, or rescind policies or portions of this Manual. Employees will be notified in writing of such changes as they occur. Only written changes adopted by the Board of Directors are recognized or binding.

Adopted by Resolution 20-XX, Date

POLICY TITLE: EQUAL OPPORTUNITY
POLICY NUMBER: 2000

2000.1 The District is an equal opportunity employer. The District will not unlawfully discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), religion and religious creed, physical or mental disability, legally protected medical condition (including ARC or HIV positive, cancer and genetic characteristics), marital status, citizenship status, military service status, or other basis protected by law.

2000.2 The District will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all the essential functions of the position. The District will also provide reasonable accommodation for pregnancy, childbirth, or related medical conditions if requested by the employee upon advice and medical certification of their health care provider. Reasonable accommodation may include a temporary transfer to a less strenuous or hazardous position, if requested, supported by proper medical certification and otherwise qualifying as reasonable accommodation.

2000.3 The District is also committed to providing a workplace that is free of unlawful harassment, including sexual harassment. Please see the policies on Harassment and Sexual Harassment in this Manual (Policies 2015 and 2020). Complaints alleging discrimination or any other violation of this Equal Opportunity Policy may be made according to the complaint process in the Sexual Harassment Policy (Policy 2020). The District prohibits retaliation against employees for making a complaint, opposing unlawful discrimination and harassment or cooperating in an investigation. Complaints of retaliation may be made according to the complaint procedure in the Sexual Harassment Policy (Policy 2020).

Adopted by Resolution 20-XX, Date

POLICY TITLE: AFFIRMATIVE ACTION

POLICY NUMBER: 2005

2005.1 See Equal Opportunity Policy (Policy 2000).

Adopted by Resolution 20-XX, Date

POLICY TITLE: ACCESS TO PERSONNEL RECORDS
POLICY NUMBER: 2010

2010.1 Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. The Employee. Current or former employees may inspect their own personnel file in the presence of the General Manager or their designee (Labor Code 1198.5). To inspect their own personnel file, an employee may request a Personnel Records Request Form from Human Resources or from their supervisor.
2. 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:
 - a. Administrative Department staff, such as Human Resources Personnel, as they need access in the course of their normal duties;
 - b. Management considering an employee for promotion, transfers into their departments, or disciplinary action.
 - c. Members of the Personnel Committee of the Board as it pertains to the Policy Manual subject to legal counsel recommendation.

2010.2 Hard-copy personnel files may not be removed from the Human Resources Department.

2010.3 Representatives of government or law enforcement agencies, in the course of their duties, may be allowed to access file information as permitted by District Policy, Federal, State, or Local Law.

Adopted by Resolution 20-XX, Date

POLICY TITLE: HARASSMENT
POLICY NUMBER: 2015

2015.1 The District is committed to providing a work environment for its employees that is free of unlawful harassment. The District prohibits sexual harassment (Policy 2020) as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance, or regulation. This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District—supervisors and co-workers.

2015.2 **Reporting.** Employees are encouraged to immediately report any incident of unlawful harassment so that complaints can be quickly and fairly resolved.

2015.3 Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other protected basis is prohibited, including, but not limited to the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs, unwanted sexual advances, invitations, or comments;
2. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or any other protected basis; and, Retaliation for having reported or threatened to report harassment.

2015.4 This policy applies to all employees, interns, volunteers, third parties, and agents of the employer, including supervisory and non-supervisory employees, and it applies to all phases of employment. It also applies to protect employees in the workplace from unwelcome conduct by non-employees, and all reasonable actions will be taken to protect employees from the actions of contractors, suppliers, clients, and others.

2015.5 Bullying, abusive conduct, and other forms of disruptive behavior are considered harassment under this policy.

2015.6 **Complaint Process.** If any employee of the District believes they have been harassed, the employee should provide a written complaint to the supervisor, Department Director, Director of Finance and Administrative Services, the Human Resources Department, or the General Manager as soon as possible after the incident. The complaint should include the details of the incident(s), dates and times, name(s) of the individual(s) involved, together with the name(s) of any witness(es).

2015.7 Staff receiving harassment complaints will refer them immediately to the General Manager or the Personnel Committee of the Board of Directors (in the event the complaint involves the General Manager) who will undertake an immediate, thorough, and objective investigation of the harassment allegation(s).

1. An employee is never required to make a complaint to a supervisor or manager who is alleged to

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be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager, or to the parties named above.

2. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
3. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair, and proper investigation.

2015.8 **Remedial Action.** If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to, and including termination. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and the confidentiality of personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

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POLICY TITLE: SEXUAL HARASSMENT
POLICY NUMBER: 2020

2020.1 Acts of sexual harassment by employees, supervisors, or managers, are prohibited and are subject to sanctions and disciplinary measures, up to and including termination of employment. The District is committed to providing a workplace that is free of unlawful discrimination and harassment. In keeping with this policy, the District is committed to providing a workplace that is free of sexual harassment (including harassment based on gender, pregnancy, childbirth or related medical conditions). The District strictly prohibits and will not tolerate harassment of employees by officers, managers, supervisors or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom District employees have a business, service or professional relationship. The District will seek to protect employees from harassment by non-employees in the workplace or in work related situations.

2020.2 **Definition.** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct by an individual is used as a term or condition of employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual.
3. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.
4. Verbal conduct such as epithets, derogatory jokes or comments, slurs, unwanted sexual advances, invitations, comments, or graphic commentaries on the person's body; sexually degrading works to describe the person, or propositions of a sexual nature.
5. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.
6. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or any other protected basis, sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person.
7. Direct or indirect threats or suggestions of sexual relations or sexual contact are made.
8. Retaliation for having reported or threatened to report harassment.

2020.3 All employees shall be informed of the District's sexual harassment policy and complaint process again when any complaint is filed. Also, the policy and the complaint process set forth herein shall be readily available to all employees and members of the general public utilizing the District's facilities and services.

1. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by Human Resources.

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2. An annual bulletin shall be prepared, distributed and signed by all employees informing them of the District's sexual harassment policy.
3. Within 14 working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees re-informing them of the District's sexual harassment policy.

2020.4 Complaint Process. Any employee who believes they are the victim of sexual harassment should notify the other employee that such behavior is offensive and ask them to immediately stop the behavior. It is important to let fellow employees know when behavior is offensive because the District hires people from a variety of cultural and ethnic backgrounds. Complaints of harassment in employment should be reported in writing as soon as possible to any supervisory employee, and/or Human Resources Personnel. If the complaint is directed against the General Manager, the complaint shall be filed with the Personnel Committee of the Board of Directors.

1. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager.
2. The complaint should include details of the incident, names of individuals involved, and names of any witnesses.
3. A formal complaint is made in writing. Said form should be submitted by the employee to any supervisory employee, preferably the immediate supervisor. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
4. An employee may file a formal or informal confidential complaint without fear of reprisal.
5. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair and proper investigation.

2020.5 Complaint Response Process. Any supervisory employee who receives a formal sexual harassment complaint shall at all times maintain strict confidentiality and shall personally deliver said complaint immediately and directly to Human Resources, the General Manager, or the General Manager's designee.

1. Within 72 hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall commence and be conducted by Human Resources, the General Manager, or the General Manager's designee, regarding the alleged harassment.
2. The investigation shall include a written statement from the alleged harasser.
3. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings will be sent to the General Manager, or their designee. The General Manager, or their designee, shall immediately inform, in total confidentiality, the Personnel Committee of the Board of Directors.

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4. All discussions resulting from said investigation shall be kept confidential by all informed of said investigation.
5. The person initiating the complaint has the right to be accompanied by an advocate when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.
6. All parties concerned will be advised of the results of the investigation to the extent permitted by District policy and applicable law.

2020.6 **Disciplinary Procedures and Sanctions.** Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found, including mandatory sexual harassment training to prevent future incidents. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and confidential personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

1. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, etc.
2. Action taken to remedy a sexual harassment situation shall be done in a manner to protect potential future victims. An employee involved in a confirmed incident shall be removed from supervision of a person verified to have committed a harassment activity.
3. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

Adopted by Resolution 20-XX, Date

POLICY TITLE: WHISTLEBLOWER PROTECTION POLICY
POLICY NUMBER: 2025

2025.1 The District is committed to the highest standards of financial reporting and lawful and ethical behavior. Protecting the integrity of the District is of paramount importance. Additionally, the District is committed to full compliance with all state and federal statutes, rules, and regulations by all employees and members of the Board of Directors.

2025.2 The purpose of this policy is to encourage and enable Board members, employees, temporary employees, consultants, vendors, and others affiliated with the District to report any action or suspected action taken within the District that is illegal, fraudulent, or in violation of any adopted policy of the District, to a source within the District before turning to outside parties for resolution.

2025.3 **Definition.** A "Whistleblower" is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing, or inquiry, where the employee has reasonable cause to believe that the information discloses violations of state or federal statute, violation or noncompliance with a local, state, or federal rule or regulation, or unsafe working conditions or work practices in the employee's employment or place of employment. A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

2025.4 This policy applies to any matter which is related to the District's business and does not relate to private acts of an individual not connected to the business of the District. This policy is intended to supplement but not replace the District's other related policies such as harassment and discrimination (Policies 2015, 2020), any grievance procedure, or to any applicable state and federal laws governing whistleblowing.

2025.5 Board members and employees are prohibited from taking an adverse action against another employee who has engaged in protected activity.

2025.6 **Protected employees.** An employee, or a person acting on behalf of the employee, who reports or is about to report, or is perceived to have reported or be about to report, verbally or in writing, a violation or suspected violation of this policy, unless the employee knows the report is false. Additionally, employees are protected when the employee is requested by the District or any agency or officer thereof, to participate in an investigation, hearing, or inquiry held by the District, agency, or official, are protected under this policy.

2025.7 **Retaliation Prohibited.** No District Board member or employee may take the following actions against any other employee or Board member because the latter employee or Board member in good faith engaged in certain kinds of protected activity:

1. Terminate, demote, suspend, or take other similar adverse employment action.
2. Threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges.
3. Subject to coercion or disciplinary action.

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2025.8 To protect the District's integrity and the public's trust, the District may take official action to enforce and punish violations of standards of this policy.

2025.9 **Protected Activity.**

1. Disclosure of information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate.
2. Refusal to participate in an activity that would result in violation of a state or federal statute, or a violation of noncompliance with local, state, or federal rule or regulation.
3. Filing a complaint for investigation with the California Office of the Controller's Whistleblower Program, the District Attorney, the Grand Jury, OSHA, or the complainant's department, management, or Human Resources department alleging:
 - a. Improper governmental activity
 - b. Misuse of funds
 - c. Deficiencies in quality and delivery of services
 - d. Wasteful or inefficient practices
 - e. Unlawful activity in connection with a District contract
 - f. Abuse of authority
 - g. Specified or substantial danger to public health or safety
 - h. Use of a District office, position, or resource for personal gain
 - i. Any other similar type of complaint
4. This protection extends to those whose allegations are made in good faith but prove to be mistaken.
5. The District reserves the right to discipline employees who make bad faith, knowingly false, or vexatious complaints, reports, or inquiries or who otherwise abuse this policy.

2028.10 **Reporting.**

1. All persons who witness or experience improper activity of the type enumerated by this policy shall report the activity in order to facilitate early, effective, and impartial investigation and intervention by the District.
2. Any whistleblower who believes they are being retaliated against must contact the Human Resources department, the General Manager, or the General Manager's designee immediately.
3. Matters reported internally will be investigated by the General Manager or their designee. The District will provide a full report on matters raised under this policy to the Personnel Committee of the Board of Directors.
4. Complaints, reports, or inquiries may be made under this policy on a confidential or anonymous basis. The report should provide sufficient information and specific facts. The District will conduct a prompt and objective review and investigation of the allegation.

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POLICY TITLE: EMPLOYEE STATUS
POLICY NUMBER: 3000

3000.1 **At Will.** All employment at the District is "at will." This means that either the employee or the District may end the employment relationship at any time, with or without advance notice and with or without cause. Provided, however, that discipline, grievance, layoff, and other similar procedures in a Memorandum of Understanding (MOU) or written employment agreement will apply while in force but are not intended to alter the at-will nature of the employment relationship. The at-will nature of the employment relationship can only be changed by a clear and unambiguous intent to alter the at-will nature of employment made in a MOU or written employment agreement approved by the District Board and signed by or on behalf of the employee involved. Any reference in this Manual to discipline is not intended to change the at-will nature of the employment relationship or to restrict either the employee's or the District's options under the "at-will" employment policy.

3000.2 **Regular Full-Time Employee.** A "Regular" employee is one who has been hired to fill a regular position in any job classification and has completed their introductory period except as otherwise required by law. Full-Time Employment is defined as a 40-hour average workweek. Regular employees are compensated according to the District Salary Schedule as approved by the Board of Directors. Regular, Full-Time Employees may be eligible for the following benefits:

1. CalPERS (California Public Employees' Retirement System) Membership
 - a. Classic Members 2.7% @ 55
 - b. PEPRA Members 2% @ 62
2. District-Paid Life Insurance (1 x the employee's annual rate)
3. District-Paid Accidental Death and Dismemberment Insurance (1 x the employee's annual rate)
4. Additional Ancillary Benefits and Insurance as listed in the BCVWD Benefits Summary or as stipulated by employment agreement or MOU.

3000.3 **Introductory Employee.** All newly hired employees serve an introductory period. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The District uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the District may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. All new (including rehired) employees work on an introductory basis for the first 6 months after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If the District determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended one or more times.

3000.4 Upon successful completion of the introductory period, full-time employees enter the "regular" employment classification. Successful completion of the introductory period does not guarantee employment for any specific duration or change the at-will status of regular employment.

3000.5 **Temporary Employee.** A temporary employee is defined as anyone hired for a period of 6 months or less. Employees hired to replace a regular employee who is on a leave of absence shall be hired as temporary

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employees. Temporary Employees may not work in excess of 1,000 hours or 125 days in a fiscal year. Retired Annuitants from CalPERS may not work in excess of 960 hours in a fiscal year.

1. Part-Time, Temporary Employee. A temporary employee working less than 40 hours per week on average in a temporary position is a Part-Time, Temporary Employee. Part-Time, Temporary Employees may work in their positions for up to 12 months, but may not work in excess of 1,000 hours (960 hours for Retired Annuitants).

3000.6 **Part-Time Employee.** A "Part-time" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The part-time employee works whenever the District's workload increases to a level that a regular employee cannot accommodate or when other factors make part-time employment advantageous. They may also work standby as discussed in Policy 3055, "Work Hours, Overtime and Standby Program."

3000.7 A temporary or part-time employee will not be eligible for fringe benefits including holiday pay, vacation pay, jury duty pay, bereavement pay, or items of a similar nature, nor will they accrue seniority or leave of absence rights unless required by law. Temporary or Part-Time employees are eligible for the Employee Assistance Program (EAP) and may be eligible to purchase insurance or ancillary benefits at their own option and cost. In accordance with the Healthy Workplace Healthy Family Act of 2014 (AB 1522), a temporary or part-time employee will accrue paid sick leave as of the first day of employment at a rate of one 1 for every 30 hours worked provided that the employee has worked for 30 or more days within a year from the beginning of employment. The temporary or part-time employee will be eligible to take a paid sick leave after the 90th day of employment. The employee shall be limited to an annual accrued sick leave limit of 24 hours annually.

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POLICY TITLE: EMPLOYEE INFORMATION AND EMERGENCY DATA
POLICY NUMBER: 3001

3001.1 It is the policy of the District to maintain accurate and vital personal contact information for each employee and Director of the District. This information is needed to maintain accurate payroll, benefits, and emergency information for all employees and Directors. All such information shall be maintained as confidential to the extent allowed by law.

3001.2 It is important that employees promptly notify the District of any changes to their personal information, including:

1. Name
2. Home and Mailing Address
3. Home and Cell Phone Telephone Numbers
4. Phone Number, Names, and Status of Spouse and/or Dependents
5. Change of Emergency Contact Information
6. Educational Accomplishments
7. Marital or Registered Domestic Partner Status
8. Driver's License Status
9. Change of Military Status
10. Payroll Deductions and Direct Deposit Information
11. Benefit Plan Beneficiary

3001.3 Employees are responsible for notifying the Human Resources Department in the event of a change in vital information as described above or any other District policy or procedure. A Change of Name/Address form may be obtained from Human Resources.

3001.4 Per California Government Code §3100-3109, and AB 630 (2015), an employee must file a new loyalty oath with the District within 10 days of a change of name.

3001.5 The District shall not be responsible in the event of failure of an employee to provide this information in a timely manner for a loss of benefits or services by the employee or dependents.

3001.6 Each employee is also responsible for providing the District with records concerning any licenses or certificates required in the performance of their job, as well as any documents showing that education or training relevant to employment has been completed.

3001.7 **Release of Information.**

1. Personnel records are considered confidential and are the property of the District.
2. Except as required by law, no information from an employee's personnel file will be released verbally or in writing other than job title, dates of employment, and eligibility for rehire for employment

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verifications. Internal inquiries from other District departments and inquiries from law enforcement agencies are exceptions to this policy.

3. Inquiries from prospective employers should be directed to the Human Resources Department. The only information to be provided will be the employee's job title, employment dates, termination date (if no longer employed by the District), total time of employment with the District, and eligibility for rehire.
4. An employee may authorize the release of salary information (e.g. for purposes of credit evaluation) by providing specific authorization.
5. Human Resources will notify the employee (if currently employed) if a verification of employment request is received.
6. All subpoenas served to obtain information contained in District personnel files must be directed immediately to the General Manager or their designee for submission to District legal counsel. It is the District's policy to comply fully with a properly issued subpoena including proof of service to the employee and absent written objection by the employee or document (i.e. Motion to Quash) from the employee's attorney.
7. Employees may examine the allowable contents of their own personnel records by contacting Human Resources and providing the appropriate form, which is obtainable from Human Resources.
 - a. Employees must review their personnel files in the presence of a Human Resources employee, the General Manager, or their designee.
 - b. Employees may not remove from the office any part of the personnel file.
 - c. The employee may request copies of the file or portions of the file. Within reason, Human Resources will provide copies. For extensive copying, the District's regular Public Records Act copying charges will apply.
 - d. In the event an employee wishes to dispute a document in their personnel file, in the presence of Human Resources the employee may write an explanation or clarification and attach it to the disputed document. Under no circumstances will Human Resources or the employee alter the original document.
8. Employees may authorize the release of their own personnel records by executing a written request on a form provided by the District identifying the records to be released and the person or entity to which they may be released. Ordinarily, no information on past or present employees shall be provided by the District, other than employment dates, job title, and rehire eligibility, unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

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300POLICY TITLE: COMPENSATION
POLICY NUMBER: 3005

3005.1 **Compensation at Hiring.** This policy shall apply to all District employees.

3005.2 **New Employees.** All newly appointed employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as provided elsewhere herein. The General Manager, or their designee, may authorize a starting rate at a higher step within the classification range based on a candidate's experience and eligibility. This action shall be noted in the employment agreement or conditional offer letter, to be maintained in the employee's file.

3005.3 **Advancement within Range.** The General Manager shall authorize advancement within the salary range only after evaluating the employee's performance and determining that it is satisfactory. This determination shall be noted on a performance evaluation form to be placed in the employee's file, with a copy given to the employee (see Policy 3210).

3005.4 **Promotion.** When the District has an opening in a classification above entry level, notice shall be posted in the break rooms or similar employee notice areas for all work locations. All candidates, whether internal or external, shall be evaluated equally with the most qualified candidate being selected for the position. Regular employees elevated in classification shall serve a 6-month introductory period in their newly acquired position. Regular status will be dependent on the job performance evaluation which will occur at the end of the introductory period (see Policy 3000.3-3000.4).

3005.5 **Performing Work Out of Classification.** Employees required to work a normal shift in a temporary classification higher than their current classification will be paid a shift differential equivalent to 5% of their base pay rate. Should an employee be required to work temporarily in a classification paying less than their established rate, they will be paid at their normal rate.

3005.6 **Step Increases.** Employees below Step 5 in their classification shall be eligible for step increases based on their individual performance evaluation. Individual performance evaluations shall be conducted at 12-month intervals for all employees, based on anniversary date of either hire, transfer, or promotion to their current position. Employees are not eligible for increases after completing their 6-month introductory period.

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POLICY TITLE: EMPLOYEE PERFORMANCE EVALUATION AND PROCEDURE
POLICY NUMBER: 3010

3010.1 **Purpose.** To provide a means for discussing, planning and reviewing the performance of an employee. Regular performance evaluations improve communication and employee engagement; help employees clearly define and understand their duties and responsibilities; document accomplishments during the rating period; suggest areas in which employees can improve performance; provide information for career development and training; help set goals and expectations for the next rating period; and provide a basis for awarding merit or step increases.

3010.2 **Policy.** All full- and part-time regular employees shall have their job performance evaluated on an annual basis. This policy does not preclude the conduct of more frequent evaluations as needed to document significant changes in performance.

3010.3 **Responsibilities.** Each manager and supervisor is responsible for the timely assessment of the performance and contribution of their employees. Human Resources will coordinate, track and report on the completion of annual performance evaluations; provide annual training to managers and supervisors on conducting effective performance evaluations; and will maintain a copy of each evaluation in the employee's official personnel file. Human Resources will provide a compliance report to the General Manager by January 31st for the prior calendar year. The General Manager will share the statistical report (over-all percentage of compliance) with the Board of Directors.

3010.4 **Standards.** Each supervisor is responsible for developing a clear description of the duties, responsibilities, goals and expectations for each position to be evaluated. The duties and responsibilities must be consistent with the job description for each position. The goals and expectations should be aligned with the District's strategic goals and mission. The goals and expectations shall be provided to the employee prior to being evaluated against them.

3010.5 **Preparation of Evaluations.** All employees shall have their job performance evaluated by their immediate supervisor on an annual basis. Interim evaluations may be completed as necessary to effectively document employee performance.

1. **Annual Evaluation.** All employees will have their performance evaluated at the time of their anniversary date with the District. The supervisor shall indicate on the Performance Evaluation Form when an eligible employee is recommended for a merit increase and sign the Personnel Action Form. Employees receiving an overall rating of less than Satisfactory are not eligible to receive a merit increase.
2. **Probationary Evaluation.** Probationary evaluations may be completed during the probationary period. Upon completion of the probationary period, employees shall transition to "Regular" status and receive an annual evaluation at the time of the employee's anniversary date. The probationary evaluation is the tool in which the immediate supervisor determines whether the probationary employee has the skills and other qualifications needed to perform satisfactorily. The immediate supervisor shall indicate on the Performance Evaluation Form if the probationary employee is recommended to pass probation, or if an extension of the probationary period is necessary. The extension of the probationary period must be accompanied by a Performance Improvement Plan (PIP). The PIP should run concurrently with the extension period. An overall rating of Unsatisfactory may result in termination of employment.

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3. **Interim Evaluation.** Interim or supplemental evaluations may be initiated by a supervisor whenever the supervisor believes it to be in the best interest of the employee, supervisor, department to do so. This type of evaluations is usually made whenever an employee's performance and/or work conduct has markedly changed since a previous evaluation or whenever an employee has failed to improve after a previous less than satisfactory evaluation, counselling or training. The Interim evaluation may include a Performance Improvement Plan (PIP). An overall rating of less than Satisfactory may result in disciplinary action, up to and including termination when improvement is not achieved.
4. **Unsatisfactory Job Performance.** When an employee receives an overall rating of less than Satisfactory, the unsatisfactory performance evaluation must include a specific description of the unsatisfactory performance, behavior, conduct, or actions that are found to be below standard. Departments are responsible for developing a Performance Improvement Plan (PIP) to identify the various ways the employee can improve their performance and be successful in achieving their assigned objectives. A Performance Improvement Plan (PIP) should include an understanding of goals, expectations and performances standards. The performance standards should reference the quantity and quality of work, the manner in which service is rendered, and such characteristics as shall measure the employee's job performance.

3010.6 **The Evaluation Form.** Beaumont-Cherry Valley Water District utilizes a standardized Performance Evaluation Form. Upon delivery of the evaluation by the supervisor to the employee, the employee shall sign acknowledging receipt, and the supervisor shall provide a copy of the performance evaluation to the employee and submit the original to Human Resources. The original shall be placed in the employee's official personnel file, and the department may keep a copy in a secured internal file. The employee may provide a written response which will then be filed with the evaluation form.

3010.7 Staff members are encouraged to complete a Self-Evaluation Form. A Self-Evaluation may be required by the Department Head.

3010.8 **Procedure/Steps:**

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|-----------------|---|
| General Manager | 1 Emphasizes the important role of conducting regular and timely performance evaluations in providing employees with feedback related to performance; in establishing effective and measurable goals; and in defining development opportunities to include training. General Manager establishes expectations and holds supervisors accountable in achieving organizational compliance in completing evaluations. |
| Human Resources | 2 Maintains a complete and accurate list of employee anniversary dates for annual performance evaluations. |
| | 3 Sends reminder notice to the supervisor via email two months prior to due date, including a PAF if a merit increase is due |

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| Supervisor | 4 | Solicits input from lead personnel, prepares draft evaluation, and submits to Human Resources for review via email. |
| Human Resources | 5 | Reviews draft evaluation and provides feedback to supervisor by phone, or arranged meeting |
| Supervisor | 6 | Amends draft evaluation and forwards final evaluation to the Human Resources via email |
| Human Resources | 7 | Reviews, and submits the final evaluation to the Department Head for review and approval. |
| Department Head | 8 | Signs and approves the evaluation, OR requests further information and/or a meeting with supervisor to discuss further, prior to approval, through the Administrative Services Manager |
| Human Resources | 9 | Coordinates obtaining requested additional information OR schedules meeting to discuss the employee evaluation, to include the supervisor, Department Head, and Human Resources |
| Supervisor | 10 | Makes additional changes to the evaluation, if warranted, consistent with Department Head input, and submits to Human Resources |
| Human Resources | 11 | Reviews and submits to the Department Head for final approval. |
| Department Head | 12 | Returns signed/approved evaluation to Human Resources. |
| Human Resources | 13 | Returns signed/approved evaluation to supervisor with direction to proceed with the delivery of the evaluation to the employee. |
| Supervisor | 14 | Signs the evaluation and delivers to employee. Delivery consists of a scheduled meeting between employee and supervisor in which feedback is provided by the supervisor to the employee. |
| Employee | 15 | Signs the evaluation, acknowledging receipt. |
| Supervisor | 16 | Provides employee with a copy of the evaluation upon signing. |
| | 17 | Provides the original copy of the final signed evaluation to the Human Resources for inclusion in the employee's file. Maintains a copy of the final evaluation in a secured departmental file. |
| Human Resources | 18 | Updates tracking spreadsheet to indicate that employee's evaluation was received. |

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- 19 Evaluates tracking spreadsheet monthly to identify past-due evaluations, and provides monthly reminder notices to supervisors via email, with the General Manager copied on email.
 - 20 Prepares the annual compliance report for General Manager showing evaluations completed and past due, and over-all percentage of compliance (e.g. 90%).
 - 21 Evaluates compliance report to determine deficiencies, and reflects non-compliance in supervisor's performance evaluation; failure to correct may also result in disciplinary action, as determined by the General Manager.
- General Manager
- 22 General Manager provides annual report to Personnel Committee sharing the over-all results of the annual compliance report (percentage of compliance by department and/or office/field).

Adopted by Resolution 20-XX, Date

POLICY TITLE: PERFORMANCE EVALUATION-GENERAL MANAGER
POLICY NUMBER: 3015

3015.1 The General Manager of the District is retained and serves at the will of the Board of Directors. The Board of Directors shall review the performance of the General Manager after the initial 6 months of service after appointment and then annually thereafter, using a process that provides for discussion and encourages feedback in the development of goals and the performance evaluation.

3015.2 **Occurrence.** The performance evaluations should occur in closed session annually during the first Board of Directors meeting of the month in which the evaluation is due, or on another date mutually acceptable to the Board of Directors and the General Manager. The District Secretary shall maintain a notification system that tracks the date when the evaluation is due to ensure the Board agenda is properly noticed and to provide adequate advance notice to the Board and the General Manager.

3015.3 **Evaluation Form.** The Board of Directors will agree upon an evaluation format to be utilized by the Board prior to the formal performance review session. The Board of Directors shall be encouraged to prepare input prior to the formal review.

3015.4 **Evaluation.** During the scheduled closed session(s), the Board should meet as a group with the General Manager to discuss the components of the performance evaluation and receive feedback from the General Manager relative to the Board's assessment. If requested by the Board, the District's Legal Counsel may attend the evaluation closed session.

3015.5 **Goals and Objectives.** The Board of Directors and General Manager should jointly develop mutually agreed upon written goals and objectives for the subsequent evaluation period.

3015.6 **Compensation Award.** Any decision on a compensation award shall be made at a public meeting following the closed session evaluation meeting.

Adopted by Resolution 20-XX, Date

POLICY TITLE: HEALTH AND WELFARE BENEFITS
POLICY NUMBER: 3020

3020.1 **Insurance.** The District will provide regular full-time employees health insurance coverage through the Public Employees Retirement System (PERS) for all eligible employees and their eligible dependents. Insurance will cover maternity for employee and spouse only.

3020.2 **State Disability Insurance.** Employees shall pay the cost of the premiums associated with State Disability Insurance.

3020.3 **Life Insurance.** Life Insurance shall be provided at the regular employee's current regular rate of pay, at the time of death, equal to one year's salary. For hourly (non-exempt) employees, a year's salary is equal to 2,080 hours.

3020.4 **Accidental Death and Dismemberment Insurance.** Accidental Death and Dismemberment Insurance (AD&D Insurance) shall be provided at the regular employee's current regular rate of pay, at the time of the eligible incident, equal to one year's salary. For hourly (non-exempt) employees, a year's salary is equal to 2,080 hours.

3020.5 **Employee Assistance Program.** The Employee Assistance Program (EAP) is provided to all regular, part-time, and temporary employees.

3020.6 **Dental Benefits.** Dental benefits are available to all regular and part-time employees at their own option and cost.

3020.7 **Vision Benefits.** Vision benefits are available to all regular and part-time employees at their own option and cost.

3020.8 **Ancillary Benefits.** Additional Ancillary and/or Supplemental benefits may be made available to all regular and part-time employees at their own option and cost.

Adopted by Resolution 20-XX, Date

POLICY TITLE: PAY PERIODS
POLICY NUMBER: 3025

3025.1 The pay period shall commence on Sunday at 12:00 A.M. and continue until 11:59 P.M. the second Saturday following. Payday shall occur on the Thursday following the end of the pay period.

3025.2 The work week shall consist of 168 consecutive hours beginning on Sunday at 12:00 A.M. and ending the following Saturday at 11:59 P.M.

Adopted by Resolution 20-XX, Date

POLICY TITLE: GIFT ACCEPTANCE GUIDELINES

POLICY NUMBER: 3030

3030.1 An employee or their immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits of greater than a \$25 value.

Adopted by Resolution 20-XX, Date

POLICY TITLE: **OUTSIDE EMPLOYMENT**
POLICY NUMBER: **3035**

3035.1 No District employee shall be permitted to accept employment in addition to or outside of District service if:

1. The additional or outside employment leads to a conflict or potential conflict of interest for said employee.
2. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

3035.2 **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles or other District resources in connection with said employment.

3035.3 **Disclosure.** Employees are encouraged to disclose outside employment to their supervisor in order to prevent a potential conflict of interest.

Adopted by Resolution 20-XX, Date

POLICY TITLE: LETTERS OF RECOMMENDATION
POLICY NUMBER: 3040

3040.1 The General Manager shall process all requests for references and letters of recommendation. The General Manager may designate a Department Manager, Manager, or Supervisor to respond to the request.

3040.2 If a reference or a letter of recommendation is provided, a copy will be submitted to Human Resources to be included in the individual's personnel file.

Adopted by Resolution 20-XX, Date

POLICY TITLE: EXECUTIVE OFFICER
POLICY NUMBER: 3045

3045.1 **Executive Officer.** The General Manager shall be the Executive Officer of the District and serve at the pleasure of the Board.

3045.2 **Employment Agreement.** The terms and conditions of the General Manager's employment shall be specified in the agreement of employment established between the General Manager and the Board of Directors.

3045.3 **Conflict.** Whenever the agreement of employment established between the General Manager and the Board of Directors is in conflict with any District policy, said agreement of employment shall prevail.

Adopted by Resolution 20-XX, Date

POLICY TITLE: VOLUNTEER PERSONNEL WORKERS' COMPENSATION INSURANCE
POLICY NUMBER: 3050

3050.1 **Policy.** An unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury or illness sustained by them while engaged in the performance of services for the District under its direction and control.

3050.2 **Authorization.** The Legislature of the State of California has provided through legislation (Labor Code §3363.5) authorization for the inclusion of such coverage in the District's Workers' Compensation Insurance policy.

Adopted by Resolution 20-XX, Date

POLICY TITLE: WORK HOURS, OVERTIME, AND STANDBY PROGRAM
POLICY NUMBER: 3055

3055.1 **Application.** This policy shall apply to all non-exempt ("hourly") employees.

3055.2 **Workday.** Except where an alternative work schedule has been implemented by the General Manager and the Board of Directors, A normal workday is defined as 8 hours of work plus an unpaid .5 (1/2) hour lunch break followed by 15.5 hours of rest for all employees except clerical classifications.

3055.3 Clerical employees' normal workday shall consist of 8 hours of work and 1 hour unpaid lunch period followed by 15 hours of rest, unless an Alternate Work Week or Alternate Work Schedule is adopted.

3055.4 **Alternative Work Week.** Alternative work schedules, and Alternate Work Weeks such as 4/10 may be implemented for the betterment of the District as determined by the General Manager and the Board by providing notice to the affected employee(s).

3055.5 **Overtime.** The District's policy is to comply with all applicable wage and hour laws and regulations. Non-exempt employees will receive overtime as required by the Federal Fair Labor Standards Act of 1938 (FLSA). Under the FLSA, overtime is paid at the rate of time and one half of the regular rate of pay for all hours actually worked in excess of 40 hours in a workweek (See Policy 3025.2 for definition of the workweek). State law rules involving daily overtime after 8 hours and double time do not apply to public agencies such as the District. All overtime is to be approved in advance by the employee's supervisor and failure to secure prior approval may be considered a violation of District policy. Only actual hours worked shall be counted toward hours worked in a day or in a workweek for the purposes of calculating overtime. Employees are required to accurately record all hours worked, neither over reporting nor under reporting. No supervisor may authorize or direct an employee to work "off the clock" or "off the books." If a non-exempt employee is asked or directed by any supervisor or manager to work hours without accurately recording them, the employee shall notify the General Manager as soon as possible.

3055.6 **Call Out Time.** The intent of the Standby Program is to provide qualified personnel to respond to water system emergencies after regular business hours. For the purpose of this policy, the definition of emergencies may include, but shall not be limited to, water outages, water leaks, water quality concerns, and telemetry system alarms.

1. **Scheduling and Compensation.** A regular standby period will be for a one-week duration— Thursday 7:30 a.m. to Thursday 7:30 a.m. This includes nights, weekends, and holidays. The employee providing standby services will be compensated at a flat rate of \$125 per standby period plus overtime pay of time and one-half for the actual call-out, with a two-hour minimum. The start time for the call-out and overtime pay to begin shall be at the time the employee arrives at the District Office or job site. Any additional calls for service received during the initial compensated two hour minimum call-out will not receive any additional compensation.
2. **Rotation.** The Director of Operations or their designee will establish the number of individuals eligible for Standby and provide an equitable rotation schedule.
3. **Training.** Employees new to the standby program will be supported by a Production Department employee for all telemetry system alarms. Employees assigned as trainees providing standby

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services will be compensated at a flat rate of \$50 per standby period. The progress of the employees in training shall be evaluated in intervals of three months and six months. At the end of the six-month training period, an employee in training should be considered able to respond to telemetry system alarms without the immediate support of the Production Department employee. The evaluations will be performed by the Production Supervisor and will be reviewed by the Director of Operations and/or the General Manager.

4. **Schedule.** The schedule for standby will be posted for a period of at least three months. The schedule will be prepared by Production Department Employees and approved by the Department Director. The schedule will be prepared in such a manner that Production Department Personnel will be on standby during their regularly scheduled work periods.
5. **Trade.** Employees may trade their scheduled standby assignments only with the approval of the General Manager or Department Director. The trade of a standby assignment must be with another qualified standby employee. Standby employees are encouraged to consider the standby schedule when planning for vacation leave. Unless the trade is approved, standby assignments will be considered part of an employee's job responsibilities.
6. **Participation Criteria.** An employee interested in the standby program must meet the following minimum requirements:
 - a. Primary On-Call Staff must be a Crew Leader or a member of Production Staff. Helpers are eligible to support the Primary On-Call Staff after 6 months of employment.
 - b. Possess a Certificate of Competency as a Water Distribution Operation I or Water Treatment Operator I (California Department of Health Services), and possess a valid California Drivers License.
 - c. Be able to travel from their residence to the District Main Office within approximately 15 minutes.
 - d. Possess working knowledge of the methods, equipment, materials and terminology used in the operation and maintenance of the water distribution system.
 - e. Ability to maintain accurate records and make reports.
 - f. Ability to understand and follow oral and written directions of a technical nature.
 - g. Ability to maintain harmonious working relations with others.
7. **Program Operation Guidelines.** The standby employee is responsible for responding to after business hours emergency calls and assessing the nature and severity of the incident. The standby employee is responsible for calling out the necessary number of personnel to make the needed emergency repairs to the water system. Depending on the classification of personnel contacted to make repairs, either the crew leader or senior employee will be responsible for the actual repair and satisfactory completion of said repair. If the standby employee has a question regarding the procedure to be used to make needed repairs, or if extensive overtime will be necessary to perform the repairs, the Field Superintendent and/or Department Director shall be contacted. If these individuals cannot be reached the Director of Engineering or General Manager shall be contacted.

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8. **Log.** A log of all call out activity shall be maintained by standby employees. The standby employee's payroll time sheet must accurately reflect the log entries in order to be approved for payment.

Adopted by Resolution 20-XX, Date

POLICY TITLE: CONTINUITY OF SERVICE
POLICY NUMBER: 3060

3060.1 For probationary and regular employees of all classifications, length of continuous service with the District will be used as the basis for determining benefits such as sick leave and vacation time. Length of continuous service will also be one of the considerations in promotions, demotions and when a reduction in the workforce is implemented.

3060.2 **Limitation.** Continuous service with the District will start with the date of employment and continue until one of the following occurs:

1. An employee is discharged,
2. An employee voluntarily terminates his/her employment; or,
3. An employee is otherwise separated from employment.

3060.3 **Accrual.** Continuity of an employee's service will not be broken by absence for the following reasons, and their length of service will accrue for the period of such absence:

1. Absence by reason of industrial disability,
2. Authorized absence without pay for less than 30 days in a calendar year; or
3. Absences governed by applicable state and/or federal laws such as military or National Guard service; or
4. Authorized leave of absence according to federal, state, or local law.

3060.4 **Non-Permanent Employees.** Temporary employees who are hired for a position having regular status will have previously earned length-of-service maintained in their employment service records.

3060.5 **Rehiring.** Previous temporary employees who are rehired within 12 months of their last date of employment shall have their employment service records restored to include previously earned length-of-service.

Adopted by Resolution 20-XX, Date

POLICY TITLE: REDUCTION IN FORCE
POLICY NUMBER: 3065

3065.1 **Reduction in Force.** When it becomes necessary to reduce the workforce as a result of lack of work, lack of funds, economic conditions, reorganization, or in the interests of efficiency or similar reasons, the District may initiate an involuntary employment termination without cause under the District's "at will" employment policy. When implementing a reduction in force, the General Manager may consider any criteria that is business related and that is not prohibited by law. The reduction may be referenced as "layoff," but this will not change the basic policy of "at will" employment.

3065.2 **Demotion or Transfer in Lieu.** At the discretion of the General Manager, employees may be demoted or transferred to a different classification in lieu of termination or layoff where the employee possesses the minimum qualifications for the new position or classification and can immediately perform the functions of the job.

3065.3 **Layoff and Recall under MOU.** Where specific procedures for layoff and recall are provided in an MOU, the MOU procedures will be followed for a reduction in force involving employees covered by the MOU. Unless otherwise expressly provided in the MOU, discipline and review procedures, if any, will not apply to the reduction in force or layoff.

3065.4 **Re-Employment List.** Where required under the terms of an MOU, the District will maintain a re-employment list for each classification from which a covered employee was laid off. Former employees will be recalled from the list to a vacancy in their former classification based on their length of continuous service with the District (Policy 3060). A former employee not eligible for recall from a re-employment list may apply for any vacancy with the District.

3065.5 **List Removal.** An individual will be removed from a re-employment list under the circumstances listed below. It is the responsibility of the individual to maintain a current U.S. Mail address on file with the District where the individual can receive and respond to notices on a timely basis. The District is not responsible for mis-directed recall notices or failure of delivery. Removal will occur:

1. After 6 months from the date of termination;
2. If the individual declines recall or fails to respond to a notice of recall within 5 work days of the date of mailing;
3. If the individual accepts other employment with the District at the same or higher rate of pay; or
4. If the individual notifies the District that they are no longer available for recall as a result of accepting other employment or for other reasons.

3065.6 **Service Records.** Previous regular employees who return to work within 6 months of a reduction in force or layoff will have their former length of continuous service restored (less the period not employed as a result of the reduction in force or layoff). Previous regular employees called back on a part-time basis will be credited with additional service on an hour-for-hour basis.

Adopted by Resolution 20-XX, Date

POLICY TITLE: HOLIDAYS
POLICY NUMBER: 3070

3070.1 Full-Time, Regular Employees that do not work the holiday shall be credited with Holiday pay in the amount of their average workday hours. Such hours shall not be counted as a day worked for the purposes of the computation of overtime (Policy 3055.5).

3070.2 **Holidays.** The following days shall be recognized and observed as paid holidays:

1. New Year's Day;
2. Martin Luther King, Jr.'s Birthday;
3. President's Day;
4. Memorial Day;
5. Independence Day;
6. Labor Day;
7. Veteran's Day;
8. Thanksgiving Day;
9. Day After Thanksgiving;
10. Christmas Day;
11. Employee's Birthday; or
12. Other holidays provided to employees, subject to the discretion of the Board.

3070.3 **Compensation.** An employee required to work the holiday would bank their appointed Holiday hours as a Floating Holiday and take them at a later date with approval of their Supervisor.

3070.4 **Exception.** A holiday that occurs on a Saturday shall be granted the preceding Friday. A holiday that occurs on a Sunday shall be granted the following Monday. If the District has enacted an Alternate Working Schedule (AWS) such as a 4/10 workweek (four days of 10 work hours each, Monday through Thursday), and a holiday occurs on a Friday when the District is closed, the holiday shall be granted the preceding Thursday.

3070.5 **Authorized Leave.** When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

3070.6 Employees must work the regular business day before and after the holiday to qualify for this benefit, unless a preapproved vacation exists.

Adopted by Resolution 20-XX, Date

POLICY TITLE: VACATION
POLICY NUMBER: 3075

3075.1 **Application.** This policy shall apply to regular and introductory employees in all classifications.

3075.2 **Accrual.** Vacation shall be earned from date of hire. Paid vacations shall be accrued according to the following schedule or on an annual basis:

1. 1-4 years of service, 80 hours per year;
2. 5-14 years of service, 120 hours per year;
3. 15 years and more, 160 hours per year.

3075.3 **First Year.** An employee with less than 5 years seniority would receive 80 hours paid vacation per year. The first year shall be prorated and accrued per month commencing with the first full month of employment and awarded after January 1 of the following year.

3075.4 **Use of Vacation.** Employee shall be eligible to use vacation after it is accrued. If there is sufficient time in the remainder of the calendar year to take or reschedule vacation, and an employee elects not to take or schedule their vacation, the District shall have the option of requiring the employee to take a vacation or purchase unused vacation at an employee's regular hourly rate of compensation. An employee may accrue vacation hours up to the maximum allowed explained below. Vacation buybacks are scheduled on the first pay period in the month of December. Employees are allowed 1 additional buy-back during the calendar year. Request is submitted to Payroll and will be reviewed and prepared by Human Resources.

1. Upon termination, employee shall be compensated for accrued unused vacation at their current pay rate.
2. The District will not allow for accrual of vacation in excess of:
 - a. Non-Exempt Employees: 160 hrs.
The General Manager reserves the right to allow overages in special circumstances.
 - b. Exempt Employees:
 - i. 1-4 years of service 260 hrs.
 - ii. 5-14 years of service 300 hrs.
 - iii. 15-19 years of service 350 hrs.
 - iv. 20+ years of service 380 hrs.

3075.5 **Vacation Buy-Back.** For the additional buy-back during the year, employees who have been employed with the District for a minimum of 1 year may elect to buy-back accrued and unused vacation hours. An employee may request to buy-back a minimum of 10 hours. To purchase vacation hours, an employee must have a minimum remaining balance of 40 hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the salary rate in effect for that employee at the time the hours are paid.

Adopted by Resolution 20-XX, Date

1. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.
2. All additional vacation buy-back requests during the year will be processed in the payroll cycle following the date the request was approved.

3075.6 **Sick Leave.** The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully depleted.

3075.7 **Scheduling.** Employee shall request use of vacation a reasonable time in advance, preferably 30 days, of the proposed vacation. Same day requests are discouraged and will be considered on a case-by-case basis provided that District operations are not interrupted, and in emergency situations.

Adopted by Resolution 20-XX, Date

POLICY TITLE: PRE-EMPLOYMENT PHYSICAL EXAMINATION
POLICY NUMBER: 3080

3080.1 **Purpose.** Due to the nature of District business, direct public contact is required. Also, the construction, operation, and maintenance of facilities are imperative in order to fulfil the continual responsibility for providing water service to customers in the District's service area. Therefore, a safe and healthy place for business transactions must be established and maintained. The District recognizes that in order to maintain a safe, effective, and productive work environment, it is necessary to identify job applicants and employees who have a health problem which may interfere with job performance or be detrimental to the health of District employees or the public.

The purposes of this policy are as follows:

1. To establish and maintain a safe, healthy working environment for all employees.
2. To establish and maintain a safe, healthy environment for the public.
3. To reduce the incidence of accidental injury to persons or property.
4. To reduce absenteeism and tardiness.

3080.2 **Medical Examinations.** The District shall require a prospective employee to take a medical examination in order to identify any health problem which could interfere with their prospective job performance or be detrimental to the health or safety of the applicant, District employees, or the public to the extent permitted by law. Medical Examinations are reserved for safety-sensitive positions; therefore, administrative and professional positions are exempt from a Medical Examination, but not from pre-employment drug and alcohol testing.

3080.3 This examination shall include drug and alcohol testing. The examination shall be administered after the job applicant has been given a conditional offer of employment and before the first day of work. The condition to the offer of employment shall include passage of the examination after it is determined that no health problem exists and there is no presence of drugs or alcohol (see Policy 3205).

3080.4 **Procedure.**

1. All applications for employment shall contain a statement to prospective applicants of safety-sensitive positions advising them that the selection procedure includes taking and passing a Medical Examination, which includes, but is not limited to, testing for the presence of health problems, which may interfere with their prospective job performance or be detrimental to the District employees or the public and testing for the presence of drugs or alcohol.
2. Applicants who are referred for a Medical Examination shall be required to sign consent forms authorizing the examination and the release of the examination results to the Human Resources department.
3. All Medical Examinations and the results thereof shall be approved by the Human Resources department.
4. Any applicant who refuses to sign the consent form(s) or to submit to the medical examination shall not be considered for employment.

Adopted by Resolution 20-XX, Date

5. Examination results are confidential and shall be used solely for assistance in the District's determination for employment of the applicant and will not be released except to:
 - a. Appropriate District Personnel, such as Human Resources.
 - b. The applicant upon written request.
 - c. Pursuant to court order.
 - d. The applicant if the examination reveals a medical problem that should be brought to the applicant's attention. This shall be done only on the advice of the examining physician.
6. Applicants who are taking medication prescribed by a physician shall so indicate on the examination form and must be otherwise disclosed prior to the examination. Any positive indications related to the presence of that medication will not prohibit employment unless, pursuant to the applicable law, the use of said medication would otherwise interfere with the applicant's job performance or create an unsafe condition for the applicant, District employees, or the public. Prohibited substances, such as Marijuana, will disqualify an applicant for employment regardless of prescription status (Policy 3205.4).
7. If a required medical examination reveals a medical problem that is recommended by the examining physician to be investigated further, any such investigation and/or follow-up medical procedures shall be paid for by the applicant.
8. Medical inquiries are only made after a conditional offer of employment has been made and after all non-medical contingencies have been removed (except as otherwise allowed by law). Medical Examinations will only be required where all applicants in the same job category are subject to the examination. Any contrary provision of this Manual notwithstanding, medical inquiries and examinations will only be conducted in conformance with applicable law, including the Americans with Disabilities Act and the California Fair Employment and Housing Act.

Adopted by Resolution 20-XX, Date

POLICY TITLE: SICK LEAVE
POLICY NUMBER: 3085

3085.1 **Application.** This policy shall apply to employees in all classifications who work at least 30 days within a year in accordance with the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522).

3085.2 **Definition.** Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave when prior notice is provided to the supervisor.

3085.3 **Accrual.** Employees shall accumulate sick leave at the rate of 1 day per month. A temporary or part-time employee will accrue sick leave at the rate of 1 hour for every 30 hours worked.

3085.4 **Use.** Each employee may use accrued sick leave as kin care leave, to care for sick family members. It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of kin care time. Family members covered include parents, children, spouses, registered domestic partners, grandparents, grandchildren, and siblings are defined as follows:

1. A "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises their grandchild.
2. A "parent" means a biological, foster or adoptive parent, a stepparent or legal guardian. Mothers-in-law, fathers-in-law and grandparents are also considered "parents" for the purposes of this definition.
3. The term "spouse" is not defined in the legislation mandating kin care, but presumably applies only to an individual to whom the employee is legally married.
4. A registered domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership and are registered with the Secretary of State.
5. Any other definition of Family Member as defined by the State of California.

3085.5 **Notice.** In order to receive compensation while on sick leave, the employee shall notify a supervisor prior to the time for beginning the regular workday, or as soon thereafter as practical.

3085.6 **Evidence.** If absence from duty by reason of illness occurs, satisfactory evidence may be required by the employee's immediate supervisor or Human Resources. Such evidence may include but is not limited to a medical certification from a licensed physician.

3085.7 **"Buy-Back."**

1. **Incentive Plan "A."** An employee not using any sick leave for 12 consecutive months may convert their 12 accrued days to cash at a rate of 1 accrued day for a half-day's pay (based on average hours worked per day) at their regular hourly rate.

Adopted by Resolution 20-XX, Date

2. **Incentive Plan "B."** Upon retirement or death, an employee, or their beneficiary, shall be entitled to receive 50% of all accumulated sick leave not compensated for in "A" above.
3. **Note.** The beneficiary specified in the previous paragraph shall be the individual indicated on the employee's Life Insurance Beneficiary Form.

Adopted by Resolution 20-XX, Date

POLICY TITLE: FAMILY AND MEDICAL LEAVE
POLICY NUMBER: 3090

3090.1 The purpose of this policy is to clarify how the District will implement the Family and Medical Leave Act of 1993 (FMLA). The provisions of an employment agreement or MOU with union and/or employee association shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the FMLA.

3090.2 **Eligibility.** To be eligible for leave under the FMLA, an employee must have:

1. Been employed by the District for at least 12 months; and
2. Worked for the District at least 1,250 hours during the 12 months immediately preceding the commencement of leave.

3090.3 **Leave Benefit.**

1. Eligible employees will be provided with up to 12 weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse. In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 weeks of unpaid leave. "Serious health condition" is defined as an acute illness, injury, impairment, or physical or mental condition that entails:
 - a. Inpatient care in a hospital, hospice, or residential medical care facility; or,
 - b. Continuing treatment by a health care provider.
2. To be eligible for leave under the FMLA, the employee will first be required to use applicable accrued paid leaves permitted by the District, including vacation leave and sick leave for the first part of the 12-week statutory leave, as permitted by law. If two spouses are both employed by the District, the total number of workweeks of leave to which both may be entitled shall be limited to 12 weeks if leave to which both may be entitled is taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.
3. Employees taking FMLA will be required to use all available paid time off (e.g. vacation, floating holidays, etc.) during any FMLA leave as permitted by law. Vacation and sick time off do not accrue during an FMLA leave of absence. If a holiday falls during an FMLA leave of absence, the employee will not receive holiday pay.
4. Employees on leave who were previously covered by the District's health benefit shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work.
5. At the end of the leave the District will attempt to reinstate the employee to their previous position (unless the position is eliminated) or to an equivalent job with equivalent pay, benefits, and working conditions. However, the employee will not accrue seniority or employment benefits during the leave period. The District will also require the employee to obtain medical certification that they are able to resume work.

3090.4 **Employee Obligations**

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1. If an employee requests leave for the birth, adoption, or the foster placement of a child, and the need for leave is foreseeable, the employee must provide his or her supervisor with at least 30 days' prior written notice. However, if the date of the birth, adoption, or foster placement requires that leave begin in less than 30 days, the employee must provide the general manager with as much notice as practicable. If the employee requests leave because of a serious health condition, the employee must provide the Supervisor with 30 days' notice, or with as much notice as practicable.
2. Employees seeking leave on account of a serious health condition must provide Human Resources with a medical certification regarding their condition. The General Manager, or their designee, may require employees to obtain, at the District's expense, a second opinion. If the second opinion differs from the first, the General Manager or their designee may require a third opinion from a mutually agreed on health care provider.
3. FMLA may be taken intermittently if required by a medical certification. Leave for a serious illness, including a pregnancy-related illness, may be taken intermittently when medically necessary or if the employee is unable to perform their job intermittently due to a medical condition.

Adopted by Resolution 20-XX, Date

POLICY TITLE: PREGNANCY DISABILITY LEAVE
POLICY NUMBER: 3095

3095.1 Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth, or related medical conditions, they are eligible to take a Pregnancy Disability Leave (PDL). If they are affected by pregnancy or a related medical condition, they are also eligible to transfer to a less strenuous or hazardous condition or to less strenuous or hazardous duties, if this transfer is medically advisable.

3095.2 **Length.** The PDL is for any period(s) of actual disability caused by an employee's pregnancy, childbirth, or related medical condition up to 4 months per pregnancy.

1. The PDL does not need to be taken in one continuous period but can be taken on an as-needed basis.
2. Time-off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by a PDL.

3095.3 **Compensation.** Generally, the District is required to treat pregnancy disability the same as other disabilities of similarly situated employees. The PDL will be unpaid.

1. At the employee's option, they can use any accrued vacation as part of their pregnancy disability leave before taking the remainder of their leave as an unpaid leave. The employee may also be eligible for State Disability Insurance for the unpaid portion of their leave.
2. Taking a PDL may impact certain of the employee's benefits or their seniority date. If an employee wants more information regarding their eligibility for a leave, the impact of the leave on their seniority and benefits, and the District's policies for other disabilities, they should contact Human Resources.
3. An employee returning from an approved PDL of 4 months or less will be reinstated to their same position or to a comparable position under circumstances allowed by law. The only exception is if the employee's position is eliminated.

3095.4 **Requirements.** The employee may be required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which she became disabled due to pregnancy or the date of the medical advisability for the transfer.
2. The probable duration for the period(s) of disability or the period(s) for the advisability of the transfer.
3. A statement that, due to the disability, they are unable to work at all or to perform any one or more of the essential functions of their position without undue risk to themselves, the successful completion of the pregnancy, or a statement that, due to the pregnancy, the transfer is medically advisable.

Adopted by Resolution 20-XX, Date

POLICY TITLE: BEREAVEMENT LEAVE
POLICY NUMBER: 3100

3100.1 Bereavement Leave is available for full-time, regular employees. The employee need not have completed their introductory period in order to be eligible for Bereavement Leave.

3100.2 Eligible employees will be granted Bereavement Leave based on the employee's relationship to the deceased:

1. 1 day off with pay for the death of the employee's aunt, uncle, or cousin.
2. 2 days off with pay for the death of the employee's sibling or stepsibling.
3. 2 days off with pay for the death of the employee's/spouse's parent.
4. 2 days off with pay for the death of the employee's grandparent.
5. 4 days off with pay for the death of a domestic partner.
6. 4 days off with pay for the death of the employee's spouse or children.

3100.3 Bereavement Leave does not accrue and is not eligible to be paid out to the employee in lieu of time off. Bereavement Leave must be used within 30 days of the eligible event.

3100.4 The employee may be required to present to Human Resources documentation of the personal loss, such as a newspaper announcement, death certificate, funeral announcement, or similar.

3100.5 Bereavement Leave may be extended using Sick Leave or Vacation with the approval of the employee's supervisor.

3100.6 Bereavement Leave may be extended by an unpaid Personal Leave of Absence of up to 30 days with the approval of the employee's supervisor, Department Head, and Human Resources. Approval for a Personal Leave of Absence will be determined by organizational needs and considered on a case-by-case basis (Policy 3105).

Adopted by Resolution 20-XX, Date

POLICY TITLE: PERSONAL LEAVE OF ABSENCE
POLICY NUMBER: 3105

3105.1 Employees may be granted a Personal Leave of Absence without pay for valid and compelling personal reasons for period of up to 30 days. 2 weeks' prior notice is generally required. A written request is to be submitted to Human Resources with as much advance notice as possible. Management will consider the following factors to determine if a leave is warranted:

1. Reason for leave of absence.
2. Length of Service.
3. Performance and work records
4. The District's legitimate business needs.

3105.2 **Return.** The ability to return from a Personal Leave of Absence will be based upon the availability of an appropriate position. Approval of a Personal Leave of Absence does not guarantee reinstatement.

Adopted by Resolution 20-XX, Date

POLICY TITLE: JURY OR WITNESS DUTY
POLICY NUMBER: 3110

3110.1 The District recognizes the duty of employees as citizens to serve on juries or as court witnesses.

3110.2 This policy shall apply to probationary, part-time, and regular employees in all classifications. Temporary employees are not eligible for paid leave due to jury or witness duty.

3110.3 **Notice.** An employee summoned for jury duty will immediately notify their immediate supervisor.

3110.4 While serving on jury duty, an employee will be given a paid leave of absence up to 5 days. As jury or witness duty often does not require a full-time commitment, said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete their remaining workday.

3110.5 The employee must submit documentation of their service (a jury duty slip) to Human Resources in order to be eligible for paid leave due to jury service.

Adopted by Resolution 20-XX, Date

POLICY TITLE: RETURN TO WORK POLICY
POLICY NUMBER: 3115

3115.1 **Purpose.** The District has developed a return to work program to minimize serious disability due to on-the-job injuries and to reduce workers' compensation costs.

3115.2 **Assistance.** Supervisors and Human Resources 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. To the extent possible, they will also assist in arranging modified work that meets work restrictions, as recommended by a physician, to reduce lost time.

3115.3 **Work Load.** This policy does not guarantee that modified work will always be available that meets the employee's medical restrictions. The operational needs of the District must be considered when determining if alternate work will be provided. Modified work shall be productive and provide a needed service to the District. Human Resources will collaborate with the Workers' Compensation carrier and the employee's physician to determine the employee's ability to return to work.

Adopted by Resolution 20-XX, Date

POLICY TITLE: OCCUPATIONAL INJURY AND ILLNESS PREVENTION PROGRAM
POLICY NUMBER: 3120

3120.1 It is the policy of the District that accident prevention shall be considered of primary importance in all phases of operation and administration.

1. The District's management intends to provide safe and healthy working conditions and establish and insist upon safe practices at all times by all employees.
2. It is a basic requirement that each supervisor make the safety of employees an integral part of their regular management function.
3. It is equally the duty of each employee to accept and follow established safety regulations and procedures. Unsafe conditions must be reported to a supervisor immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.
4. Any injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that occurred.
5. Responsibility for implementing the Injury Prevention Program is given to the General Manager or their designee, who will coordinate all efforts and oversee the enforcement of all District safety rules and policies.

3120.2 **Insurance of Compliance.** Employees will be trained in safe practices. If unsafe practices are observed, the employee will be disciplined and retrained to ensure that they comply with safe work practices.

3120.3 **Communication.**

1. During the initial safety orientation, employees will be instructed to report any unsafe conditions, and to discuss occupational health concerns.
2. During safety meetings, employees will be encouraged to report any unsafe conditions, and to discuss occupational health concerns.
3. All safety and health suggestions will be reviewed by the supervisor, who will determine if an inspection, further training, or other action is necessary.

3120.4 **Occupational Health and Safety Training Program**

1. All new employees will be provided a safety orientation during their first day on the job. The orientation will be conducted and documented by their supervisor and by Human Resources. It will cover all company safety rules and the safe practices required for their job assignment.
2. Employees given a new job assignment will be provided a safety orientation regarding any new hazards prior to beginning the new job. Employees risking exposure to a new hazard will be given a safety orientation prior to working with the new hazard.
3. A safety orientation will be conducted periodically. Safety rules and safety practices will be emphasized at this training session, which will serve the same purpose as the safety orientation

Adopted by Resolution 20-XX, Date

given to new employees.

4. Only individuals who are knowledgeable of the safety hazards and safe practices of the workers under their direction and control will be permitted to supervise.
5. Records will be kept of all training provided. Records will indicate the type of training given, date, the name of the training provider, and signatures of employees in attendance.

3120.5 Inspections

1. Inspections will be performed regularly to identify and evaluate workplace hazards. A checklist will be developed for use in subsequent inspections.
2. Inspections will also be performed whenever a new process or substance is introduced, when the company receives information that a company process or substance is hazardous, as part of an accident investigation, and when a safety hazard is reported. These inspections may be limited to the substance or process in question.
3. All inspections will be documented using the Hazard Checklist, which will be signed and dated by the inspector. The inspector will correct or arrange to correct all hazards identified.
4. Inspections may be conducted by outside consultants, Human Resources, the General Manager or their designee, the Director of Operations, the Assistant Director of Operations, or the Field Superintendent. In the event of an accident investigation or a safety complaint, the designated Inspector should not be a member of the department under investigation, or a supervisor of any employees involved.

3120.6 Accident Investigation

1. All accidents, illnesses, and exposures to hazardous substances resulting from employment with the District will be investigated by the injured employee's supervisor, using the Incident Report Form, and submitted to Human Resources.
2. The investigation report will be reviewed by Human Resources and the General Manager, or their designee.
3. Particular attention will be given to ways of preventing future occurrences of similar accidents, illnesses or exposures. Methods of prevention include, but are not limited to:
 - a. Additional training
 - b. Disciplinary action
 - c. Replacement of parts or equipment
 - d. Environmental controls
 - e. Additional staff assigned to tasks or worksites

3120.7 Unsafe Conditions and Work Practices

1. When safety hazards are corrected, the action taken will be indicated on Hazard Checklist, which will then be signed and dated by the individual making the corrections.
2. Priorities for correction will be determined by the severity of the hazard(s) identified. Employees

Adopted by Resolution 20-XX, Date

will be protected from imminent hazards using lockouts or other means of adequately preventing employees from exposure.

3. Hazard checklist forms will be kept as a record of the company's ongoing safety efforts.

3120.8 **Recordkeeping.** Inspection records, accident investigations, and training records, shall be kept for a minimum of 5 years (§15400.2).

Adopted by Resolution 20-XX, Date

POLICY TITLE: INFECTIOUS DISEASE CONTROL
POLICY NUMBER: 3121

3121.1 The District will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of the District during any such time period to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace, and that members of the public are safe.

3121.2 The District is committed to providing information to employees about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

3121.3 The District is committed to following best practices and guidelines from public health officials to protect the safety of the public and of District staff. In the event of an infectious disease outbreak, the District will act as recommended by the Centers for Disease Control and Prevention (CDC) and the California Department of Public Health. The District will comply with Federal, State, or Local Health Orders.

3121.4 **Preventing the Spread of Infection.** The District will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, break rooms, conference rooms, door handles, and railings. The District will also provide alcohol-based hand sanitizers throughout the workplace and in common areas.

3121.5 **Attendance.** Unless otherwise notified, The District's normal attendance and leave policies remain in place.

3121.6 The District provides paid sick time and other benefits to compensate employees who are unable to work due to illness (Policy 3085). During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing respiratory illness symptoms such as fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills, or fatigue. The CDC recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees Fahrenheit or 37.8 degrees Celsius) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

3121.8 **Telecommuting.** Telework requests will be handled on a case-by-case basis based on position eligibility and practical operational considerations. Requests for temporary telecommuting should be submitted to the employee's supervisor or Department Head for consideration.

3121.9 **Requests for Medical Information/Documentation.** If employees are out sick or show symptoms of being ill, it may become necessary to request information from the employees and their health care provider. In general, the District will request medical information to confirm an employee's need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for the employee to return to work.

3121.10 **Confidentiality of Medical Information.** The District will treat any medical information as a confidential medical record. Any disclosure of medical information is limited to circumstances as required by law.

Adopted by Resolution 20-XX, Date

3121.11 **Social Distancing Guidelines.** In the event of an infectious disease outbreak, the District may implement these social distancing guidelines to minimize the spread of the disease among staff. During the workday, employees may be requested to:

1. Avoid meeting people face-to-face. Use the telephone, online conferencing, email, or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time and avoid person-to-person contact such as shaking hands.
3. Avoid unnecessary travel and postpone nonessential meetings, gatherings, workshops, and training sessions.
4. Avoid congregating in common areas such as breakrooms, supply areas, and near printers.
5. If recommended by public health authorities such as the CDC, wear appropriate Personal Protective Equipment (PPE), such as masks or facial coverings, and sterile gloves.

3121.12 Employees sent home due to personal illness or matters relating to an infectious disease pandemic must first use all available Sick Leave. If an employee does not have available Sick leave, the employee will be permitted to enter a negative accrual balance for their Sick leave with the approval of either Human Resources or the General Manager. The Board of Directors may approve additional paid leave for employees in the event of an emergency. Additional Sick Leave or other forms of leave may also be provided by law. The Human Resources department will communicate to all employees available sources of leave time in the event of an infectious disease outbreak.

3121.13 If the District's Emergency Plan has been activated, or if the General Manager or Board of Directors proclaims a Local Emergency, all employees regardless of status are eligible to request Leave Donations.

3121.14 The Accounting and Finance, Operations, Production, IT, and Human Resources departments shall determine what additional measures are recommended in order to ensure continued safe operations and report these recommended measures to the General Manager or their designee.

3121.15 In the event of either a State of Emergency or a National Emergency, the General Manager may take additional measures in order to continue safe operations of the District. Additional actions must be approved by the Board of Directors in either a Special Meeting or a regularly scheduled meeting, to occur within 7 days of any additional measures taken.

3121.16 The General Manager, or their designee, will provide a regular report to the Board of Directors in the event that a local emergency is declared.

Adopted by Resolution 20-XX, Date

POLICY TITLE: Workplace Violence

POLICY NUMBER: 3122

3122.1 The District is committed to creating and maintaining an environment that is free of intimidation, harassment, threats, and violent acts. These actions will not be ignored, condoned, or tolerated. Intimidation, harassment, and other inappropriate behavior that threatens, frightens, or otherwise makes the workplace unsafe are prohibited. Actions which create a threatening, hostile, or unsafe working environment for others will result in disciplinary action, up to and including termination of employment.

3122.2 **Reporting.** Employees who experience or become aware of violent workplace behavior, including threats or intimidation, should report the incident to their direct supervisor or to Human Resources as soon as possible.

3122.3 Management and supervisory personnel who receive a report of workplace violence will notify Human Resources and the General Manager or their designee. Reports of workplace violence will be investigated and if necessary, action will be taken to prevent further occurrence.

3122.4 All Employees will receive training upon hire and annually thereafter about recognizing and preventing workplace violence.

Adopted by Resolution 20-XX, Date

POLICY TITLE: UNIFORMS AND PROTECTIVE CLOTHING
POLICY NUMBER: 3125

3125.1 Employees provided uniforms by the District must wear them at all times during the workday when the employee is performing services for the District. All employees who are required to wear uniforms shall wear the appropriate uniform for their work area.

3125.2 The General Manager will determine which job classifications will be issued uniforms.

1. Field Service Workers will wear a complete set of trousers and shirt each working shift.
2. Field Service Workers will wear a pair of steel-toed safety shoes or boots each working shift, or appropriate rubber boots for wet working conditions.
3. Field Service Workers may wear a complete set of a short-sleeved shirt and District-issued shorts if the outdoor temperature exceeds 80 degrees Fahrenheit or 26.67 degrees Celsius during a working shift for designated activities as approved by their supervisor, such as meter reading.

3125.3 The cost of District-required uniforms and/or protective clothing, shoes, boots, etc., shall be borne by the District.

3125.4 The District has the option of authorizing reimbursements to qualifying employees upon proof of purchase; or arranging with local retailers to supply all qualifying employees with a specific product that meets the needs and/or safety requirements and bill the District for the total cost of all products purchased.

3125.5 When an employee for whom said uniforms, clothing, shoes, etc., were purchased or reimbursed is terminated for any reason prior to completing 3 continuous months of service after said purchase, a portion of the cost of said items shall be retained from their final payment. That portion retained shall be a percentage of the total cost of said items equal to 100% less the ratio of the amount of time worked to 3 continuous months of regular work.

3125.6 Employees shall not wear their District uniform while off-duty. Employees are permitted to wear the uniform only during their work hours, work time, or traveling to and from work, or while representing the District.

3125.7 **Non-Compliance.** Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Non-exempt employees will not be compensated for the time away from work. Employees who violate District uniform policy and/or refuse or neglect to wear safety shoes will be subject to corrective action and/or disciplinary action, up to and including termination of employment.

3125.8 Safety Shoes (Steel-toed boots) are eligible to be replaced annually at the District's expense. Safety Shoes should be replaced if there are visible tears, cracking, or if the tread of the soles have worn down.

3125.9 **Uniform Allowance.** Reportable Uniform Allowance items will be reported to CalPERS in accordance with PERL (Public Employees' Retirement Law) and CalPERS regulations. PEPRA (Public Employees' Pension Reform Act) members are not eligible for the Uniform Allowance.

Adopted by Resolution 20-XX, Date



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
July 27, 2020**

Item 5

STAFF REPORT

TO: Board of Directors
FROM: Sabrina Foley, Human Resources Coordinator
SUBJECT: **Proposed Vendor Agreement: USA Fact**

Staff Recommendation

Staff recommends the proposed vendor agreement with USA Fact to be recommended for consideration to the Board of Directors.

Background

Due to the COVID-19 international emergency, many organizations, including BCVWD, have moved some or all work to remote working or flexible working arrangements, and many non-essential businesses have closed operations to the public. As a result, the Human Resources Department of BCVWD would like to act proactively to find alternate vendors and procedures to maintain our business operations if a current vendor becomes unavailable.

One vendor that has temporarily closed operations to the public is the UPS Store, which has provided LiveScan fingerprinting for conditional candidates for employment and submitted candidates for background checks with the Department of Justice (DOJ). Although this vendor is currently open to the public, earlier this year they discontinued offering LiveScan services in order to protect their employees from a potential COVID-19 exposure. The UPS Store has resumed this service with limited hours but may suspend it in the future if recommended by public health officials. However, LiveScan fingerprinting through the DOJ is not a standard that BCVWD is required to meet for any new hires, as this process is typically utilized for school districts and other public organizations that work directly with children.

Prior to the COVID-19 emergency, prospective candidates for employment would report to the BCVWD main office by appointment to receive paperwork for the UPS Store's LiveScan services, and \$40.00 in petty cash. The candidate would report to the UPS Store as either a walk-in or with an appointment for LiveScan services within their normal business hours, and the results would be sent directly to the candidate within approximately 5-7 business days. The candidate would then submit the LiveScan receipt to the District for our accounting records, along with the results of their background check with the DOJ. This process is reliant upon the candidate to provide timely results and to communicate proactively with Human Resources, and the limited hours of availability for LiveScan fingerprinting does not provide flexibility to candidates who may be currently working. Additionally, the candidate experience is less professional since they must pick up and use cash to pay for the screening themselves, which could create a less favorable impression of the District's procedures.

Human Resources contacted BCVWD's consultant, HR Dynamics, and received a referral to a business services company called USA Fact (<https://www.usafact.com/smart-hire/>). USA Fact



provides online-only background screening services for both public and private employers. Human Resources contacted USA Fact to obtain additional information. USA Fact reports an average turnaround time for background checks to be 1.5 business days (turnaround can vary by county; for example, Riverside County typically has a faster turnaround time than Imperial County). USA Fact is accredited by the PBSA (Professional Background Screening Association), which requires minimum standards in Information Security, Compliance, Data Standards, and Business Practices for accreditation.

Human Resources reached out to the City of Poway, which currently uses USA Fact's services for background, employment, and education checks. The City's Human Resources and Risk Management Director responded that they would recommend USA Fact's services. Human Resources also contacted the City of Encinitas, and their Human Resources Analyst also stated satisfaction with their services.

USA Fact has provided an Electronic Account Master Subscriber Agreement (Attachment 1) and a Proposal for Services (Attachment 2) for the Board's consideration. USA Fact provides pricing by service, and the Human Resources Department will have the ability to preview, edit, and approve service packages prior to the background check being conducted and charged to BCVWD. USA Fact's pricing is competitive; Human Resources found other vendors (GoodHire, HireRight) to charge around \$29.99 for a standard background check, with additional set-up fees to implement their services.

Staff recommends consideration of this Vendor partnership in order to maintain business operations and to provide additional efficiencies for the District. Adoption of an online process will improve candidate experience and improve turnaround time, which will make BCVWD a more attractive employer in a volatile candidate market.

Fiscal Impact

The current vendor, the UPS Store, charges the District \$40.00 per screening. USA Fact offers two packages:

Package	Price per Screening	Counties
Standard National SmartPak	Starts at \$16.89	Additional charges per County
Enhanced National SmartPak	\$26.88	All Counties without additional charges

Staff recommends the Enhanced National SmartPak option, which standardizes the price across screenings, thereby making accounting and budgeting for recruiting costs more accurate and preventing larger costs for candidates who have resided in multiple counties. However, either package represents savings for the District.

USA Fact has also provided a description of fees (Attachment 3) that could be incurred by state and county governments to offset their own internal costs, such as County Clerk fees. However, the District's nearest counties do not currently charge County Clerk fees, as can be seen on pages 5-6 of the attachment and are not likely to be a consideration for most of the District's candidates. These fees are determined by government entities and would remain the same regardless of background screening vendor. Staff will also review all screening orders for accuracy and for price before submitting an order.



Attachment(s)

1. Electronic Account Master Subscriber Agreement, USA Fact
2. USAFact Proposal for Services
3. USAFact Fees Associated with Background Screening

Prepared by Sabrina Foley, Human Resources Coordinator

ELECTRONIC ACCOUNT MASTER SUBSCRIBER AGREEMENT

GENERAL TERMS AND CONDITIONS:

Customer Responsibilities:

1. Provide USAFact with ALL applicant information to be searched, including but not limited to:
 - o DOB information
 - o Social Security Number
 - o Address information via USAFact's online software
2. To act responsibly and follow correct pre-adverse and adverse action procedures in addition to any and all procedures necessary to confirm a positive match between employee/applicant and any adverse information identified by conducting the background.
3. In the event of a data entry error on your part, you shall pay for the services USAFact has started to process using the erroneous
4. Provide USAFact with a copy of all required applicant consent and authorization documentation upon request.

SUBSCRIBER AGREEMENT

This agreement is made and entered into by and between USAFact, Inc., a California Corporation, (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees, and agents (collectively referred to as USAFact) with its principal offices at 6240 Box Springs Blvd, Riverside, California 92507 and client (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees, and agents, and contractors authorized to conduct background screening, collectively referred to as Customer) requesting services from USAFact . Customer certifies that it is not a PI Agency or Credit Repair Clinic.

USAFact is a consumer-reporting agency and provides consumer reports and investigative consumer reports, (Background Screening Reports or Reports) as defined by the Fair Credit Reporting Act (FCRA), 15 U.S.C., &1681 et. seq. USAFact agrees to furnish to Customer upon the Customer's request background screening information in connection with pre-employment and post-employment candidate screening (SmartHire), tenant screening (USATenant), or evaluation of credit worthiness (LendFact).

This Agreement sets forth the terms and conditions pursuant to which USAFact shall provide Background, Credit, and/or Drug Screening Services. USAFact, in its sole discretion, may alter its provision of any Service upon notice to Customer, provided that such alteration does not result in a material adverse change in the Service, as determined in accordance with industry standards. This Agreement shall be effective on the date that this Agreement is executed by both USAFact and Customer. Agreement is deemed executed when customer checks "Yes, I agree" next to "I have read and agree to all of the terms and conditions" and clicks the "Submit" button below these terms and conditions.

1. RESPONSIBILITY OF CUSTOMER

- 1.1. Customer agrees to maintain the confidentiality and integrity of all information provided by USAFact; information includes but is not limited to Investigative Background Reports, Account Numbers, Passwords and any other information requested or received from or through USAFact. Additionally, Customer agrees it is the end user, as defined by the FCRA, of any Reports and guarantees it will not sell, display, or in any way distribute reports to third parties except in response to subpoena, court order, or otherwise as required by law, unless otherwise specifically authorized by the subject of the report to do so. Reports for Customer regarding information on candidates or employees will be requested only by Customers' designated representative(s) for a one-time use only. Candidates and employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties, when so authorized by Customer or when in compliance with state and federal statutes.
- 1.2 USAFact processes all requests from Customer in good faith and Customer agrees that all information submitted to USAFact is truthful and accurate to the best of their knowledge, and that reasonable effort will be made to confirm the identity of the candidate being screened. Furthermore, Customer affirms that each request they submit will comply fully with all applicable local, state and federal laws.
- 1.3 USAFact provides only factual data, not recommendations or interpretations of data collected during the background screening process. Customer agrees that all actions taken based on the contents of reports received from USAFact are based on Customer's own guidelines or criteria. Furthermore, Customer agrees to manage all disputes from candidates that stem from Customer's hiring policies and understands that only disputes related to the accuracy or completeness of the reports supplied by USAFact are the responsibility of USAFact. As an administrative service only, USAFact may adjudicate any consumer reports based on hiring criteria established and provided by Customer (Criteria). USAFact makes no representations regarding the validity, legality or appropriateness of the Criteria. Similarly, USAFact may provide sample applications, criminal history questions or forms to Customers and/or Customer may opt for an additional charge for USAFact to send out pre-adverse and adverse action letters on Customer's behalf. Services including adjudication, providing forms or applications, and adverse action services rendered by USAFact are purely clerical in nature and shall be performed by USAFact solely on behalf of the Customer. Customer retains sole responsibility at all times for complying with applicable law related to these items. All employment-related information collected and decisions made, including hiring, contracting and site-access decisions, are made by the Customer, not by USAFact. Customer shall assume full responsibility for such decisions, and shall indemnify and hold USAFact harmless from any and all claims, losses, damages and any costs (including attorney fees) that may be related to or arise therefrom.
- 1.4 All formats, methods, processes, business functions, and data are to remain the property of USAFact and are provided to Customer for the purposes of employment decisions (SmartHire), tenancy (USATenant), and credit worthiness (LendFact) only. In no event will ownership of any Intellectual Property pass to Customer, and any formats, methods, business functions or data created by USAFact at the request of Customer remain the property of USAFact.

- 1.5 Customer agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. Customer agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination, and destruction of electronic and hard copy. This is not a complete or exhaustive list of examples.
- 1.6 Customer understands that any conversation or communication with USAFact's representatives regarding searches, verifications, or other services offered by USAFact are not to be considered a legal opinion or counsel regarding their use. Customer agrees that it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information. It is understood that USAFact is not acting as legal counsel and no legal representation has been provided by USAFact in any fashion.
- 1.7 Due date for all invoicing is 30 days from date of invoice unless prior arrangements are made in writing. Customer agrees to pay interest on all amounts not paid by the applicable due date at the rate of the lesser of (a) one and a half percent (1.5%) per month or portion thereof or (b) the highest rate permitted by applicable law. Customer further agrees to pay a \$25.00 returned check fee for any checks that USAFact is unable to process due to insufficient funds, etc. Unless paying by credit card at the time of every transaction, monthly or weekly invoicing (settings may be specified by the client at the time of account set up) shall begin billing the date that Customer actually begins utilizing any Service. Billing for partial months is prorated based on a calendar month. Non-recurring charges, including single order retail transactions, technology set-up and/or installation fees, shall be payable upon delivery of the applicable Service. The rates and charges for screening packages may increase from time to time in an amount proportional to any increases experienced by USAFact in obtaining such services from the underlying government agency, supplier or other servicer. For international services, service may be paid in local currency and any pricing variations due to changes in the monetary exchange rate between the US and the country of service may be charged or credited to the customer without further obligation by USAFact.

2. LEGAL COMPLIANCE RESPONSIBILITY OF CUSTOMER

- 2.1 Fair Credit Reporting Act (FCRA), 15 U.S. & 1681: Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619. Furthermore,
- 2.1.1 Customer hereby certifies that all of its orders for information products from any USAFact division shall be made, and the resulting reports shall be used only for the "Permissible Purpose" stated by Customer upon account set-up or transactional order and will only be used for purposes as defined in the FCRA when considering an individual for employment, promotion, reassignment, retention as an employee, tenancy or credit, and for no other purpose. (LendFACT and USATenant products and services are expressly for loan origination and tenant screening respectively);

- 2.1.2 Customer understands and agrees that each individual screening report is subject to the provisions of the federal FCRA and to comply with those provisions.
- 2.2 Customer certifies it will not request a Background Report for any FCRA Permissible Purpose unless:
 - 2.2.1 A clear and conspicuous disclosure is first made in writing to the candidate/consumer before the report is obtained, in a document that consists solely of the disclosure, stating that a consumer report may be obtained for employment purposes. Such disclosure will satisfy all requirements identified in Section 606(a) (1) of the FCRA, as well as any applicable state or local laws;
 - 2.2.2 The candidate/consumer signs an authorization granting permission to procure the report;
 - 2.2.3 Information in the background report will not be used in violation of any applicable local, state or federal equal opportunity law or regulation; and
 - 2.2.4 The candidate/consumer is provided a copy of the document published by the Federal Trade Commission entitled, *A Summary of Your Rights Under the Fair Credit Reporting Act* as required by the Consumer Financial Protection Bureau.
- 2.3 Customer further certifies that it will comply with section 604 and section 615 of the FCRA relating to adverse action notification when applicable. If the consumer is denied employment (SmartHire), tenancy (USATenant), or credit (LendFact) or any other adverse action is taken based in whole or in part on the information products provided by USAFact, Customer will provide to the candidate/consumer:
 - 2.3.1 a copy of the report, and;
 - 2.3.2 a description, in writing, of the rights of the consumer entitled - *A Summary of Your Rights Under the Fair Credit Reporting Act*;
 - 2.3.3 notice of his or her right to dispute the information in the report;
 - 2.3.4 the name, address, and toll-free telephone information for USAFact, and;
 - 2.3.5 notification of any applicable state law rights;
 - 2.3.6 After the appropriate waiting period, Customer will issue to the candidate/consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act to notify the candidate/consumer. Customer agrees to report any and all disputed information by the candidate/consumer on any background report to USAFact.
- 2.4 Customer certifies it will maintain copies of written authorization for a minimum of five (5) years from date of request for a background report unless another term is agreed to by both parties in writing before any applicable background reports are ordered;
- 2.5 In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Customer will provide:
 - 2.5.1 information about whether an investigative consumer report has been requested;
 - 2.5.2 if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and

- 2.5.3 USAFact's contact information, including complete address and toll-free telephone number. This information will be provided to the candidate/consumer no later than five (5) days after the request for such disclosure was received from the candidate/consumer or such report was first requested, whichever is the shorter timeframe.
- 2.6 If Obtaining Driving Record (MVR) Information, Customer agrees to comply with all applicable federal, state and local laws including, but not limited to, The Drivers Privacy Protection Act, 18 U.S.C. Section 2721 et seq., (DPPA) when ordering moving violation reports (MVR). Additionally,
 - 2.6.1 Customer shall use the MVR only for employment purposes as defined by the FCRA and any applicable state law; Customer additionally agrees to execute the required state forms from all states requiring said forms, and to obtain the written consent of the candidate to obtain driving records;
 - 2.6.2 Customer must be qualified to do business and hold valid licenses as required to operate in all states where Customer conducts business; Customer certifies that they are operating from a place of business within the United States and not from their home.
- 2.7 Customer must not build their own database or copy or otherwise reproduce the MVR except in connection with the review of the candidate; Customer further agrees it will not sell, distribute, or disseminate the MVR, in whole or in part, to any third party, to distribute any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means, and shall use the MVR solely as an end user; and
- 2.8 Customer shall submit to an audit of Candidate consent forms at the written request of USAFact. In the case of such a request, reasonable notice will be provided and audit will take place during Customers regular business hours;
- 2.9 If Obtaining Credit Report Information: Customer agrees to comply with the following requirements as set for by the Credit Reporting Agencies for the dissemination of credit report:
 - 2.9.1 Customer shall use credit reports obtained from USAFact only for the purpose stated on this account sign-up (employment, tenancy, or credit) as defined by the FCRA and any applicable state law; the Consumer Reports shall be requested by, and disclosed by Customer only to Customer's designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Report(s) in accordance with this Agreement;
 - 2.9.2 Customer additionally agrees to allow USAFact or its designated representative to conduct an industry standard onsite inspection of Customer's facility in order to verify the Customer is a legitimate business, whose facilities are commensurate with the size and purported type of business listed on the application, and the identification and certifications made by the Customer;
 - 2.9.3 Customer must be qualified to do business and hold valid license as required to operate in all states where Customer conducts business; Customer certifies that they are operating from a place of business within the United States and not from their home residence. Operating from Customer's home residence is automatic disqualification from obtaining credit reports;

- 2.9.4 Customer must not build their own database or copy or otherwise reproduce the Credit Report except in connection with the review of the candidate; Customer further agrees they will not sell, distribute, or disseminate the Credit Report, in whole or in part, to any third party and shall use the Credit Report solely as an end user;
- 2.9.5 With just cause, such as violation of these terms of use, or a legal requirement, or a material change in existing legal requirements that adversely affects Customer's Agreement, USAFact may, upon its election, discontinue serving the Customer and cancel the agreement immediately. Customer must not obtain credit reports on themselves. Violation of this condition will result in immediate loss of privilege.
- 2.9.6 Customer understands that the credit bureaus require specific written approval from USAFact before the following person, entity and/or business may obtain credit reports – private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not a Customer or decision maker.
- 2.9.7 TransUnion requires us to include the following statement for Customers who will use TU products:
- 2.9.7.1 End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
- 2.9.7.2 End User is a US-based business and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
- 2.9.7.3 End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.

3. RESPONSIBILITIES OF USAFACT

- 3.1 USAFact will comply with all applicable federal, state and local laws in the preparation and transmission of Screening Reports, including but not limited, to the FCRA, DPPA, GLB, and all applicable state laws regarding employment screening;
- 3.2 USAFact will follow Industry Standard Procedures. USAFact will maintain standard operating procedures to confirm to the greatest possible extent that the reported public record information is complete and current. All data will be secured with both physical and software-based security, including encryption of files; all transmissions of data via the Internet will be secured with minimum 128-bit SSL encryption;
- 3.3 USAFact fully complies with the FCRA by providing several avenues for candidates to dispute any factual data on candidate reports. All disputes will be rechecked, analyzed and re-issued if necessary, and action will be taken to ensure the prevention of similar errors;
- 3.4 USAFact will maintain at least 6-years of transaction materials and 5 years of report data available on the USAFact database. All data in regards to complete reports will be available for an indefinite period of time via archived files unless otherwise specified by Customer;
- 3.5 USAFact will maintain the confidentiality of its data acquisition and verification methodology;
- 3.6 USAFact is to relate all verification information, including but not limited to, education and employment references in a readily understandable format to the Customer. Credit, DMV, and Criminal information are supplied in the format from the source it is obtained;
- 3.7 USAFact is to provide Customer access to Credit Bureaus, DMV Reporting Agencies, and other such necessary public record sources that maintain files on individuals, firms, or corporations and record information furnished by its members or Customers or obtained from other available sources. In addition, USAFact is to provide Customer access to criminal conviction histories available as public record and falling within the reporting limits established by the Fair Credit Reporting Act and State Civil Codes. Said conviction records may not have a full history available and, in that event, USAFact shall provide whatever history is available;
- 3.8 USAFact is to exercise its best efforts to deliver information in an expeditious and efficient manner but it shall have no obligation or liability to Customer for any delay or failure caused by outside entities. For example, employer protocols, county court protocols, or educational institution closures that delay the performance of duty for USAFact under this. These examples are not a complete or exhaustive list.
- 3.9 If Obtaining Drug Testing Reports:
 - 3.9.1 USAFact will comply with all Federal, state and local laws, including the FCRA, DOT guidelines, HIPAA, DPPA, A DA, and other applicable laws, with respect to the drug test and;
 - 3.9.2 Provide Customer with chain of custody forms and directions to an authorized collection site and;
 - 3.9.3 Will provide Customer access to drug testing results, when the necessary release forms are completed by candidate, employee, or sub-contractor.

4. LIMITATION OF LIABILITY

4.1 USAFact will only be liable to the extent that the information contained in the background report is found to be the primary basis upon which Customer incurred injury or damage resulting from the background report furnished by USAFact. USAFact and Customer agree that USAFact shall not be liable to Customer for any other damages, costs, or expenses whatsoever except as expressly agreed to by USAFact. Additionally, USAFact's liability for this section is subject to the information being within USAFact's control as per Section 11 below.

5. INDEMNIFICATION

5.1 Customers accessing TransUnion credit reports, accessing consumer reporting information, and/or accessing Equifax's "The Work Number" must abide by the following vendor indemnification notice. Customer agrees to indemnify, defend and hold USAFact and its vendors, including but not limited to TransUnion and Equifax, harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees and costs, which may be incurred by USAFact based upon the illegal or wrongful use by Customer of the Report(s), the gross negligence or intentional wrongdoing by Customer in connection with the use or obtaining of the Report, claims brought by Customer's Candidates; or Customer's failure to comply with its obligations under the FCRA or other applicable laws. USAFact agrees to indemnify, defend and hold Customer harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees and costs, which may be incurred by USAFact based upon the illegal or wrongful collection of report data by USAFact, the gross negligence or intentional wrongdoing by USAFact in connection with obtaining report data, or USAFact's failure to comply with its obligations under the FCRA or other applicable laws.

6. NON-DISCLOSURE

6.1 Each party may have access to certain confidential and proprietary information disclosed by the other party, including, without limitation, information relating to either party's clients, customers, or business operations (including the terms of this Agreement and the rates charged for the Service), whether disclosed orally or in writing by any other media (collectively, Confidential Information). Each party (the Receiving Party) acknowledges that the Confidential Information of the other party (the Disclosing Party) may contain information valuable to the Disclosing Party and that any such Confidential Information shall remain the property of the Disclosing Party. Each party shall use the Confidential Information provided hereunder only for purposes directly related to the purpose for which it was provided and shall restrict disclosure of Confidential Information solely to its employees and subcontractors with a need to know, and not disclose such Confidential Information to any other parties, and otherwise to protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Confidential Information shall not include information that:

6.1.1 was in the public domain at the time it was communicated to the Receiving Party;

6.1.2 is rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party; or

6.1.3 was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party.

6.2 Notwithstanding the above, the Receiving Party shall not be in violation of this Section 6 with regard to a disclosure that is in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with written notice of such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. The obligations of confidentiality of each party under this Section 6 with regard to any disclosure of Confidential Information shall survive for two (2) years from the date of any such disclosure. The parties recognize and agree that any breach of this Section 6 would cause irreparable harm and, accordingly, that injunctive relief is an appropriate remedy to prevent any threatened or ongoing breach of such confidentiality obligations. Notwithstanding anything to the contrary set forth in this Section 6, any disclosure of confidential or proprietary information by means of a third-party attack, probe, theft, or other breach of network security (for which USAFact expressly disclaims all liability as set forth in Section 5) shall not be deemed to be a breach of this Section 6. The terms of this Section 6 shall supersede and replace any non-disclosure or confidentiality agreement entered into by the parties prior to the Effective Date of this Agreement.

7. ASSIGNMENT

7.1 Customer shall not assign this Agreement without the prior written consent of USAFact, which consent shall not be unreasonably withheld. USAFact shall not assign this Agreement without prior written consent of Customer, which consent shall not be unreasonably withheld.

8. BACKGROUND SCREENING FEES

8.1 USAFact's SmartHire, LendFact, or USATenant Packages automatically add fees charged by third parties for information such as government entities, employee record management companies, court documents to verify identification, and educational institutions. Customer agrees to pay fees added to their invoice as part of this automated service. A list of the most common fees and fee details can be found on the fees schedule at: <https://www.usafact.com/fees> While USAFact does attempt to keep the fees schedule current, prices are set by hundreds of various government bodies and can be changed without notice to USAFact. Therefore fees on the fee schedule cannot be guaranteed to be accurate and Customer agrees to pay the actual fees charged to USAFact rather than the fees listed on the fees schedule.

9. TERM

9.1 The terms of this Agreement shall remain in effect from the applicable Effective Date and shall continue for one year, unless otherwise specified. Any Service may be terminated by either party at the end of the applicable Service Term by giving written notice at least ninety (90) days prior thereto, but in the absence of such notice, the applicable Service Term shall automatically renew under the same terms and conditions for a term equal to that of the

original Service Term (such renewal term(s) shall also be referred to herein as a Service Term).

10. SERVICE CREDIT EXCEPTIONS

10.1 Service credits shall not be available to Customer in cases where:

10.1.1 the Service is unavailable as a result of:

10.1.2 the acts or omissions of Customer or its employees, contractors, agents, or Customers;

10.1.3 the failure, malfunction, or limitation of throughput of equipment, network, software, applications, or systems not owned or directly controlled by USAFact;

10.1.4 circumstances or causes beyond the control of USAFact, including, without limitation, events of force majeure and third-party attacks on the USAFact Network (such as ping and denial of service attacks);

10.1.5 scheduled maintenance with prior notice posted at usafact.com or orders.usafact.com which URL is subject to change upon prior notice; or

10.1.6 urgent maintenance with notice provided as soon as is commercially practicable under the circumstances; or

10.1.7 Customer is not in compliance with its applicable USAFact Service Agreement. Additionally, such credits shall be granted only if Customer provides USAFact with all requested information in an expeditious manner.

11. DISCLAIMER OF WARRANTY

11.1 Because the USAFact Services involve conveying information provided to USAFact by other sources, USAFact cannot be an insurer or guarantor of the accuracy or reliability of the information obtained from third parties such as individuals, educational institutions or government agencies. USAFact makes no representation or warranty whatsoever, express or implied, including but not limited to, the accuracy, completeness, up-to-date state, or merchantability or fitness for a particular purpose of the services or that reports will meet customer's needs. USAFact expressly disclaims any and all such representations and warranties on information in the services or the media on or through which the services are provided and shall not be liable to client for any loss or injury arising out of omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services or information therein. USAFact shall use good faith in attempting to obtain information from sources deemed reliable and, when requested, shall re-verify said information at no cost to Customer, however, Customer recognizes that USAFact cannot guarantee the accuracy of information;

11.2 USAFact exercises no control over and accepts no responsibility for the information or content accessible on the Internet. The Internet is not a secure network; confidential or sensitive information should not be transmitted over the Internet or stored on computers directly connected to the Internet. USAFact disclaims any liability for loss or theft of information transmitted over the Internet or stored on computers directly connected to the Internet. The service and any related software and/or equipment are provided on an as is and

as available basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, or Non-infringement. Neither USAFact nor its employees, affiliates, contractors, or agents warrant that the services shall be error-free, uninterrupted, secure, or produce particular results or that the information obtained on the internet shall be reliable or unobjectionable. No advice or information given by USAFact or its employees, affiliates, contractors, or agents shall create a warranty.

12. GOVERNING LAW AND VENUE

12.1 This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. Each of the parties hereby irrevocably submit to the exclusive personal jurisdiction of any federal or state court of competent jurisdiction located in Riverside, California, in any action or proceeding relating to this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions contemplated by this Agreement.

13. MISCELLANEOUS

13.1 This Agreement constitutes the entire agreement between the parties with respect to the Service and supersedes all prior representations, understandings, and agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder shall remain in full force and effect. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive. This Agreement may be mutually executed when customer checks “Yes, I agree” next to “I have read and agree to all of the terms and conditions” and clicks the “Submit” button below.

14. USES

14.1 We may use the information and data we collect for auditing, research and analysis to operate and improve USAFact products, technologies and services. We may share aggregated non-personal information with third parties outside of USAFact. We may also share information with third parties in limited circumstances, including when complying with legal process, preventing fraud or imminent harm, and ensuring the security of our network and services.

15. ACCESS SECURITY REQUIREMENTS

15.1 The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, Customer agrees to the following:

15.2 Customer will take reasonable procedures to protect its account number and password so that only key personnel employed by its company know this sensitive information, including not posting this information anywhere in the facility. Customer agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties;

- 15.3 Customer agrees that system access software, whether developed by your company or purchased from a third-party vendor, will have Customers account number and password hidden or embedded and be known only by supervisory personnel. Customer will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, Customer will change its password immediately;
- 15.4 Customer agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of USAFact;
- 15.5 Customer will restrict the ability to obtain consumer information to a few key personnel;
- 15.6 Customer agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them;
- 15.7 Customer agrees it will turn off and lock all devices or systems used to obtain consumer information;
- 15.8 Customer will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them;
- 15.9 Customer agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.



USA SmartHire
by usafact
GLOBAL SCREENING SERVICES

Prepared For:

Beaumont-Cherry
Valley Water District
Sabrina Foley, M.Ed, SHRM-CP

Fast Turnaround Times
Personalized Customer Service
Compliant Screens
Simple, Powerful Software

Proposal for Services

Prepared by:
Joel Doherty

Office: 951-571-8337

Mobile: 720-610-4070

Email: joel.doherty@usafact.com

Please feel free to text to the mobile number





SmartHire - The Smartest Way to Hire

At USAFact, we've taken over 40 years of experience, and used it to create the background screening industry's most advanced, capable, yet easy-to-use platform. In addition, we've backed it up with award-winning customer service that's dedicated to serving you on a personal level.



Fast, Powerful Software

Our SmartHire software reduces turnaround times, simplifies data gathering and reduces errors, all while being incredibly easy to use.



Accurate Results

As powerful as our software is, we don't expect it to stand alone but instead back it up with Criminal Records Specialists who help ensure every result is 100% accurate.



Trusted Partner

Rather than just another vendor, we like to be a trusted partner to our clients, growing together in the good times and standing together in the difficult times.



Global Services

We service our global client's needs with services in over 200 countries worldwide. In multiple countries, we've developed unique, compliant processes that find more data, faster.



Compliance Experts

Our Compliance Department ensures our software and our clients have the information needed to be compliant worldwide amid ever-changing regulations.



Convenient Candidate Portal

Our SmartHire Candidate Portal reduces errors and time to hire. It is incredibly convenient for candidates, including the ability to sign authorization forms and check status.



PBSA Accredited

USAFact is proud to be officially accredited by the Professional Background Screening Association after undergoing their rigorous auditing process.



Dedicated Customer Service

We assign a Client Care Manager to your account. When you call in you get a familiar friend, not a queue where you answer the same questions repeatedly.



Always Innovating

For over 40 years, we've been at the forefront of the screening industry, integrating new technology as it becomes available with proven service capabilities.



Extensive Client Customizations

All of our processes and procedures can be customized to our clients' needs, down to custom software development from our in-house Software Developers and SaaS Technicians.



Fast, accurate, compliant background screens.

Dedicated, friendly customer service staff.

HR departments worldwide have overwhelmingly expressed the top priorities for them are fast turnaround times and great customer service. To meet those needs we provide accurate, compliant background screens that have fast turnaround times to get your candidates placed fast. And we provide a real, live customer service person that is there to help when you have questions or problems. We built our state-of-the-art SmartHire software platform to be easy to use but incredibly powerful, ensuring quick and easy entry by you and your HR staff or directly from the candidate via our Candidate Portal which can be branded to match your company's logos and colors. On the back end, we use the very latest technologies to process your screening requests quickly and accurately, while accounting for the myriad of local laws and regulations across the US and around the world.

When you have a question or concern, your dedicated Client Care Manager is only a call or click away. You or your candidates can call, email or use our online chat to get your questions answered and your problems resolved. Our staff is always courteous, knowledgeable, friendly and helpful.

Thank you for looking to USAFact for your background screening needs. We look forward to being the background screening company that you love.

Sincerely,

Joel Doherty
Sales

ATS Integrations

Our SmartHire software integrates readily with dozens of Applicant Tracking Systems on the market today. Although not an exhaustive list, below are some of our top integrations. We also have the ability to integrate to custom software with our in-house developers. Contact us today to discuss your integration needs.





Package Quote and Services Pricing

We've assembled our most commonly requested packages for your review, but please know you can customize any package with any services to create exactly the package options that you need. There is no charge for package creation. Service pricing is listed below so there's no need to guess on what you're paying. Our SmartHire software can be set to show or hide pricing depending on your preference.



Standard National SmartPak

<i>Package Contents</i>	<i>Quantity</i>	<i>Price</i>
Beyond SSN Trace Our address history and AKA locator service compares your candidate's provided SSN to public records data to verify names, aliases and address information associated with that Social Security Number for the last 7 years	1	\$2.48
County Criminal Records Search Addresses obtained in the trace above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years.	varies	\$7.71
National Criminal Records Database Search This database contains over 600M records, and includes criminal information for most counties along with global terrorist watch lists. Includes county verifications.	1	\$4.20
National Sex Offender Registry Search A multi-state sex offender registry that includes hundreds of thousands of offender records nationwide.	1	\$2.50
Total Starting Package Price:		\$16.89



Enhanced National SmartPak

<i>Package Contents</i>	<i>Quantity</i>	<i>Price</i>
Beyond SSN Trace Our address history and AKA locator service compares your candidate's provided SSN to public records data to verify names, aliases and address information associated with that Social Security Number for the last 7 years	1	\$2.48
County Criminal Records Search - All Counties Revealed Addresses obtained in the trace above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years.	1	\$17.70
National Criminal Records Database Search This database contains over 600M records, and includes criminal information for most counties along with global terrorist watch lists. Includes county verifications.	1	\$4.20
National Sex Offender Registry Search A multi-state sex offender registry that includes hundreds of thousands of offender records nationwide.	1	\$2.50
Total Package Price:		\$26.88

Above packages can be customized with any of the services on the following pages, or create new packages from scratch. Additional services and functionality available, so please discuss your requirements with us.



Service Price List

Criminal Searches

SSN Broad Trace - Address History and AKA Locator **\$2.48**

Our address history and AKA locator service compares your candidate's provided SSN to public records data to verify names, aliases and address history information associated with that Social Security Number for the last 7 years.

SSN Focus - Address History and AKA Locator **\$3.26**

Our SSN Focus address history and AKA locator uses TransUnion credit report header information for the submitted SSN to provide names, alias and address history information associated with at Social Security Number for the last 7 years. Site inspection required - please see below for site inspection costs

County Criminal Search - each **\$7.71**

Addresses obtained from one of the traces above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years. Charge is per county, per name, and counties are automatically added to the package and will vary by candidate.

County Criminal Search - all counties revealed **\$17.70**

Addresses obtained one of the traces above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years. All counties revealed will be automatically searched and included in the package for the stated price. Search is per name.

Statewide Criminal Search - each **\$7.30**

42 states offer some form of statewide repository containing most or all of the county criminal record information for that state for at least 7 years. Some states can be used to replace county criminal searches and some should only be used to supplement county criminal searches. Please discuss your specific requirements with us. Charge is per state, per name and will vary per candidate.

Statewide Criminal Search - all states revealed **\$13.20**

42 states offer some form of statewide repository containing most or all of the county criminal record information for that state for at least 7 years. Some states can be used to replace county criminal searches and some should only be used to supplement county criminal searches. Please discuss your specific requirements with us. Charge is per name.

National Criminal Records Database Search **\$4.20**

This database contains over 600M records, and includes criminal information for most counties along with global terrorist watch lists. Includes county verifications.

National Sex Offender Registry Check **\$2.50**

A multi-state sex offender registry that includes hundreds of thousands of offender records nationwide.

Federal District Criminal Search - each **\$4.35**

Using the address information from one of the traces above, this search will auto add each federal district your candidate has lived in for the last 7 years. Records information contains federally prosecuted crimes such as kidnapping, tax fraud, drug trafficking and many computer crimes. Charge is per district, per name and will vary per candidate.

Federal District Criminal Search - all **\$14.00**

This will search all 94 federal districts. Records information contains federally prosecuted crimes such as kidnapping, tax fraud, drug trafficking and many computer crimes. This service requires extensive research that can cause possible service delays. Charge is per name.

Verification Services

Basic Education Verification - each **\$7.40**

We verify highest degree as well as any additional information obtained from the educational institution, such as dates of attendance and major. If candidate did not graduate, the report is marked as "discrepant" and "did not graduate."

Expanded Education Verification - each **\$10.80**

We verify highest degree as well as any additional information obtained from the educational institution, such as dates of attendance and major. If candidate did not graduate, the report is marked as "discrepant" and "did not graduate." For any issues we will contact the candidate directly and obtain additional information to complete the verification.

Basic Employment Verification - each **\$7.40**

Three attempts on three consecutive business days are made to contact the provided supervisor and/or Human Resources. Two email/fax attempts will be made if employer requires written verification. Dates of employment, position and if the former employee is available for rehire will be verified.

Expanded Employment Verification - each **\$10.80**

Three attempts on client-requested schedule are made to contact the provided supervisor and/or Human Resources. Two email/fax attempts will be made if employer requires written verification. If we are unable to reach the contact, we will contact the candidate directly for additional contact information. Dates of employment, position and if the former employee is available for rehire will be verified plus up to 4 custom questions.



Service Price List - continued

Verification Services - continued

Professional Reference Verification

Professional References are called daily for 3 consecutive business days. If an email address is provided for the reference, they are emailed a link to fill out the reference questionnaire online. Follow up emails are sent daily. Our VeriBot automated verification service is available.

\$7.40

Professional License Verification

Verification of various professional licenses can be accomplished with this service and includes having the candidate upload a copy of the license via their smart phone or a computer. The uploaded copy is attached to the report for your review.

\$5.40

Identification Services

Consent Based Social Security Validation

The basic trace services above verify a candidate's SSN via an algorithm and the Social Security's Administration's (SSA) Master Death Index. This CBSV service coordinates directly with the SSA to help ensure the SSN used by the candidate is not blended or stolen. Requires an additional wet-signed authorization form. Includes candidate assistance with form.

\$12.20

IdentiFraud Scan - Government ID Verification

With just an image of the front and back of a consumer's driver license, passport, or other government-issued ID, IdentiFraud Scan performs multiple authentication checks to verify the authenticity of the identity document.

\$3.80

IdentiFraud Consumer+ - Verification of Identity Data

IdentiFraud Consumer+ provides detailed verification of identity data. Fraud Alerts provide warning for instances where the risk of identity fraud may be higher, and integration with Watch List Screening makes it easy to comprehensively identify your candidates with a single service.

\$2.20

IdentiFraud Scan & Consumer+ Bundle

Verify a candidate's identity data as well as their government ID, ensuring that your candidate's ID has been comprehensively verified and their ID card is authentic. Fraud Alerts and Watch List Screening are also included.

\$5.50

MVR and Sanction Services

MVR Report - Standard

Moving violations assessed against a candidate's driver's license are reported via this service. For counties that have a separate motor vehicle court, only moving violation data is reported. For counties with a combined criminal/motor vehicle court, some criminal information such as DUIs may be reported. Standard processing times of 1-2 days.

\$2.80

MVR Report - Express

The same service as explained above for our standard MVR Report, but expedited. Results are delivered from instantly to 1 day.

\$4.40

Fraud and Abuse Control Information Systems (FACIS) - Level 3

Healthcare database info with over 5000 data sources and 75,000+ new records added monthly for exclusions, debarments, disciplinary actions and sanctions. The Level 3 service includes all federal data sources including OIG, SAM including SDN, FDA, DEA, TRICARE, FBI, DOJ, US Treasury Dept and the US State Dept as well as state data from all 50 states.

\$10.00

General Services Administration (GSA/SAM)

Sanction search of the General Services Administration sanction list as well as the System for Award Management sanction list. Charge is per name.

\$2.19

Homeland Security Search including OFAC

Sanction search of the Office of Foreign Asset Control database including Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, Non-SDN Iran Sanctions List and many others.

\$2.19

Office of the Inspector General (OIG)

Sanction search of the Office of the Inspector General's healthcare sanctions database for individuals who have been convicted of Medicare or Medicaid fraud or other health care-related fraud. Monthly subscription available.

\$2.19

Bureau of Industry and Security (BIS)

Sanction search of the BIS Entity List of entities engaged in activities that could result in the increased risk of the diversion of exported items to weapons of mass destruction (WMD) programs.

\$2.19

Global Security Search (GSS)

Sanction Search of a host of global sanction databases including America's Most Wanted Fugitive List, Bank of England Sanction List, European Union Terrorism Sanctions List, FDA Office of Regulatory Affairs Debarment List and many others.

\$3.51



Service Price List - continued

Civil Services

Civil Records Search - County

Name search of civil records which include civil registry records, civil family matters and non-criminal civil offenses. Charge is per name, per county searched.

\$18.00

Civil Records Search - Federal

Name search of Federal civil records. The majority of civil cases are tried in county or state court but some cases, such as a case that implicates a federal question or it arises out of Federal law, are heard in Federal court. Per name searched.

\$6.32

Credit Report

Pre-Employment Evaluation Report (PEER) for financial service-related positions. Site inspection required - please see below for site inspection costs.

\$10.40

Tax Lien Search

A search of federal tax records to determine if the candidate has any tax liens against their name.

\$12.40

Drug Screening Services

5 Panel Urinalysis Drug Test

Urinalysis drug screen utilizing our nationwide network of over 15,000 lab and collection centers. Includes in-network fee, collection fee and Medical Review Officer fee. Includes electronic chain of custody.

\$35.60

7 Panel Urinalysis Drug Test

Urinalysis drug screen utilizing our nationwide network of over 15,000 lab and collection centers. Includes in-network fee, collection fee and Medical Review Officer fee. Includes electronic chain of custody.

\$36.60

10 Panel Urinalysis Drug Test

Urinalysis drug screen utilizing our nationwide network of over 15,000 lab and collection centers. Includes in-network fee, collection fee and Medical Review Officer fee. Includes electronic chain of custody.

\$39.20

Other Services

SmartHire Candidate Portal

Our SmartHire platform will email or text your candidate to obtain all necessary information to perform the background screen, including providing disclosures and obtaining authorizations to radically decrease effort and turnaround times.

\$1.44

QuickScreen with Recommendations

Our SmartHire platform will instantly run an address history location on your candidate at the time you place the order, and show you all counties, states and federal districts that are recommended based on that candidates actual history along with total package price based on the recommended services.

\$1.44

Electronic I9 Service with Audit Defense

Integrated I9 service ensures you meet the government I9 requirements with little additional work required on your part. Our SmartHire platform ensures you fill out the I9 properly to avoid fines and Audit Defense provides and audit log for ICE review in the event you are audited.

\$5.00

Electronic I9 and eVerify Combo

Our full electronic I9 service as described above with the addition of auto-filled eVerify service and submission.

\$6.33

Continuous Criminal Monitoring

Monthly criminal monitoring service for existing employees. Charge is per month, per employee.

\$1.24

Additional Services

USAFact offers hundreds of other services that simply don't have the room to be listed here. If there is any service you would like to run, rest assured we have it. We can prepare a custom quote with exactly the services you require. Our additional Services include:

Customized urinalysis, hair or instant drug screens with specific additional panels such as alcohol, oxycodones, MDMA, Opiates, etc.

Multiple employment verifications for a set number of years, set number of employers, or both.

DOT services including drug screening, employment verifications, FMCSA Clearinghouse and Samba Safety Driver Monitoring services.

Additional Sanction services such as SEC, HUD, FDA, UNSC, Office of Defense Trade Controls Debarred Persons and many more.



Site Inspection

A site inspection is a physical site visit of your business in order to obtain credit products. This is a credit bureau requirement and is performed for USAFact by Trendsourc, our independent 3rd-party inspection service. With all the identity theft scams that you see headlines for almost continually, the site inspection is a way to ensure that the company ordering the credit products is indeed the company they claim to be. It has nothing to do with the legitimacy of your company but allows us all to work together to prevent identity theft. A site visit cost is \$100.00. If you are in a rush, there is a rush service available for \$25.00. Please note that the rush charge rushes the setup within USAFact, and not Trendsourc. To order a site inspection, please go to our website at www.usafact.com/credit

Setup Fee

USAFact charges a \$220 setup fee for all new accounts. This fee can be waived simply by ordering any background screening service within 30 days of account setup. This is to encourage you to familiarize yourself with the SmartHire platform and get started using background screening services. If you get your account setup and have a delay in ordering, please reach out to your Client Care Manager and we'll work with you to avoid the setup fee. Setup fees for accounts that do not order within the first 30 days are billed on your first invoice.

Setup Process

Upon completing our sign up form (www.usafact.com/setup) your account will be forwarded to our Tech department to be built. Prior to sign up and until you hear from us via email that the account is ready to be used, your main point of contact will be your Sales Executive, who's contact information is on the first page of this proposal. Feel free to reach out with any questions or concerns. Once your account is built, you will receive an email from us that provides you login credentials to your new account and introduces you to your dedicated Client Care Manager (CCM). From this point forward, your CCM is your point of contact for any and all background screening matters. Your sales executive remains attached to your account, and if for any reason you wish to reach out to him or her, you are more than welcome to but the day-to-day functioning of the account will reside with your CCM.

Training

Initial training in the use of our SmartHire software platform is included in your setup fee. We have three initial training options based on your level of comfort with the software and the size and number of users at your company:

- Webinar training for 4-50 users
- One-on-one training for up to 3 users
- Initial order walk through assistance for 1st order

Additionally, available from within the SmartHire platform, you will have access to our SmartHire Quick Start Guide and well as our SmartHire Users Manual. For Frequently Asked Questions about our SmartHire service, please see our SmartHire Knowledge Base (usafact.zendesk.com).

Understanding Packages

It's important to note that the package price listed above for the Standard National SmartPak (or any package with standard functionality) is most likely **not** the price you will pay. In order to save you money, USAFact only charges for the services you need. Most packages use an Address History Locator to determine where your candidate has lived in the past 7 years. Everyone has a different address history so every candidate will have different results. Some of your candidates will have lived in just one county for the past 7 years and some will live in 3 or 4 or more counties. Once we have the address history information, we pull individual county searches for you and charge you for each county. So if your candidate has lived in 2 counties, then we'll add 1 additional county to the county already included in the package above. If they lived in 3, we'll add 2 counties to the county already included in the package above. The average person has lived in 2.3 counties so the average screen will add 1.3 counties to the package above. Pretty simple after all. The same goes for Federal District searches or Statewide Searches. Bottom line, we'll only charge you for the specific services you need to get the results you requested. If you prefer a package that is all inclusive (except for fees), you may order the Enhanced National SmartPak above, which will not change price no matter how many (or few) counties your candidate has lived in. If you have any questions about how these packages function, please be sure to talk to your Sales Executive.

Package Functionality

Package prices are, unless otherwise specifically stated, per name searched. Additional counties of residence and AKAs (Also Known As names or aliases) will be revealed in the address history and AKA locator results. Revealed counties are run automatically at the additional cost noted above. AKAs can be run upon client request. Federal District and Statewide Criminal searches, if present in the package, will also be automatically added at the additional cost noted above based on the address history results.



Fees Associated with Background Screening

2019 Update



Background Screening Fees

Information sources, such as national organizations and government agencies, attach fees associated with the background screening process to help offset the costs required to produce, organize and protect information. This document contains pricing and some background information related to how USA SmartHire, USATenant, and LendFACT incorporate these costs.

State Fees Summary

State government entities attach fees associated with the background screening process to help offset their own internal costs. A chart detailing how the fee structure works for each entity is shown on pages 11 and 12. Fees contained on this list are subject to change **at any time and without notice**.

I. DMV State Fees

Each state's DMV charges an access fee per Motor Vehicle Report (MVR). There are state-approved providers that must be used to access the state's system, which adds a small additional fee per report retrieved. The state and provider's fees are combined as a third-party fee listed on page 10, which are additional to the charges from our services.

II. County Criminal State Fees

Many County Courts across the U.S. charge a fee for record research and/or to provide case files for review. These fees help offset their own internal costs. A chart detailing how the fee structure works for each entity is shown on pages 5-9. Fees contained on this list are subject to change at any time and without notice.

III. Worker's Compensation State Fees

Some states charge an access fee for workers' compensation records. The fees listed in the table on page 11 are additional to our service charges.

About Us

For over 38 years, USAFact has been recognized as the hiring solution provider with the most accurate, up to date, and thorough background screens in the industry. USA SmartHire is USAFact's trademark for leading online pre-employment screening and drug testing services. USATenant™ is a specialized brand that represents USAFact's Tenant Screening Division. LendFACT™ rounds out the USAFact offering with specialized screening solutions for banking and loan origination demands. USAFact uses these solutions to combine the latest Internet technologies with an experienced, professional staff to deliver a proven resource to thousands of clients. Processing thousands of reports daily, USAFact offers a variety of screening packages for businesses of any size. From the small non-profit to the Fortune 500, USA SmartHire™, LendFACT™ and USATenant™ provide services custom-tailored to a client's individual needs. For additional information on USAFact's products and services please visit www.usafact.com, or call 1.800.547.0263.

the **USAFACT** family



Verification Service Fees

Database Agencies for Employment Verifications

Employment verifications are processed via a call center where trained telephone operators call employers requesting verification of information provided on an application in addition to requesting reference information about the work habits of the applicant. The evolution of background screening produced a market for employment record databases to be stored and used to verify employment. Agencies such as The Work Number created the business model of accepting employment verification requests for large companies who did not want the burden of receiving these requests. Verification agencies receive large numbers of employment records from their clients (employers) and use that information to create large databases of employment records charging access fees to background companies. These fees range from \$5 to \$40 (standard Work Number search is \$16.32) and are in addition to our service charge for employment verification information. On very rare occasions, there are employers that charge fees for obtaining prior employment information to help cover the cost of the verification. These fees are also in addition to our service charge for employment verification information.

Database Agencies for Education Verifications

The verification of degrees, certificates, etc. are primarily accomplished directly through the educational institution via a call center and trained telephone operators. However, very similar to the trend for employment verifications, many of the nation's universities and colleges began employing agencies to create and maintain databases of current and former students. The institutions utilizing services such as The National Student Clearinghouse (NSC) require background screening companies to process verifications through the agency. Degree verification fees from these agencies average between \$5 and \$20 (NSC is \$10.25) in addition to our service fee to

obtain the information. There are occasions when educational institutions will charge fees to access educational information from their own databases. These fees as well as those for transcripts and degree copies are also an additional charge.

Language Line Services

The Language Line Service is utilized to perform international verifications, when necessary. Expenses for these services range from \$10 to \$80, depending on the length of the call and the country being called.

Summary

Our pricing reflects the cost of the services we provide to our clients. Governmental and outside agency fees associated with obtaining background information across the country such as state DMV fees, county clerk retrieval fees, and verification services are billed in addition to our service charges. These fees are very inconsistent and it would not be practical to continuously adjust our pricing to accommodate the changes and regional considerations for these fees.

We publish this fee schedule because it has been our experience that it helps our clients manage their budget better when they know that all counties, states, universities, and employers are not uniform in their fee structure for retrieving background information.



Billing Scenarios

Scenario 1: Within the last seven years, candidate has resided in two different counties in California (no statewide search available) and one in Iowa. We process the order as two California counties, the current Iowa county of residence, two employment verifications and an Iowa MVR report. Itemized Pricing:

Service Description	Service fee	Gov't fee	Total
[2] CA Counties @ 13.50 ea.	\$27.00	\$20.00 ¹	\$47.00
[1] IA County @ 13.50 ea.	\$13.50	\$0.00	\$13.50
[1] IA MVR @ 5.00 ea.	\$5.00	\$9.20 ²	\$14.20
[2] Employment Verifications @ 12.00 ea.	\$24.00	\$16.32 ³	\$40.32
Total:			\$115.02

1. Clerk fees of \$15 and \$5 are collected for access
2. IA DMV state fee for MVR processing is \$9.20
3. One Employment required the use of the work number at an additional fee of \$16.32

Scenario 2: Within the last seven years, candidate has resided in one county in New York and within a Canadian province. This pricing scenario includes a New York County, the Canadian province, a national sex offender search, and a New York MVR. Itemized Pricing:

Service Description	Service fee	Gov't fee	Total
[1] NY County @ 13.50 ea.	\$13.50	\$95.00 ¹	\$108.50
[1] CDN Province @ 29.00 ea.	\$29.00	\$0.00	\$29.00
[1] NY DMV @ 5.00 ea.	\$5.00	\$7.70 ²	\$12.70
[1] Nat'l Sex Offender @ 10.00 ea.	\$10.00	\$0.00	\$10.00
Total:			\$160.20

1. A NY county charges a \$95.00 clerk fee to access information
2. NY DMV state fee for MVR processing is \$7.70

Scenario 3: The female candidate is applying for a top level executive position. A search reveals that the Candidate has resided in Illinois and California, but currently resides in New York. She has been married in the last year, thus an AKA applies for this report. This pricing scenario includes a credit history, criminal background checks for all counties lived in for all names, verification of last two employers, Bachelor's degree from USC, and a New York Driver's License. Itemized Pricing:

Service Description	Service fee	Gov't fee	Total
[1] Address History and AKA Locator @ \$5.00 ea	\$5.00	\$0.00	\$5.00
[1] Credit Report @ \$16.00 ea	\$16.00	\$0.00	\$16.00
[2] NY Counties @ 13.50 ea.	\$27.00	\$190.00 ¹	\$217.00
[2] CA Counties @ 13.50 ea.	\$27.00	\$9.00 ²	\$36.00
[2] IL Counties @ 13.50 ea.	\$27.00	\$0.00 ³	\$27.00
[1] NY DMV @ 5.00 ea.	\$5.00	\$7.70 ⁴	\$12.70

Service Description	Service fee	Gov't fee	Total
[2] Employment Verifications @ 12.00 ea.	\$24.00	\$14.50 ⁵	\$38.50
[1] Education Verification @10.00 ea.	\$10.00	\$10.25 ⁶	\$20.25
Total:			\$372.45

1. AKA drove two checks in 1 NY county: \$95x2 in clerk fees to access information
2. AKA drove two \$4.50 CA county fees: \$9.00 in court fees to access information
3. AKA drove two \$0 IL county fees: No clerk charge for IL counties
4. NY DMV State fee for MVR processing is \$7.70
5. One employer required use of JobTrax for \$14.50 fee
6. NSC was used for a \$10.25 education verification fee.

Scenario 4: The female candidate is applying for a top level executive position. A search reveals that the Candidate has resided in Illinois, Colorado, Texas and California, but currently resides in New York. She has been married in the last year, thus an AKA applies for this report. This pricing scenario includes a credit history, criminal background checks for all counties* lived in for all names, verification of last two employers Bachelor's degree from USC, and a New York Driver's License.

* In this scenario the employer has requested that USA SmartHire™, LendFACT™, or USATenant™ be programmed to always upgrade one or more county searches into a single statewide search, when available. Itemized Pricing:

Service Description	Service fee	Gov't fee	Total
[1] Address History and AKA Locator @ \$5.00 ea	\$5.00	\$0.00	\$5.00
[1] Credit Report @ \$16.00 ea	\$16.00	\$0.00	\$16.00
[2] NY Counties @ 13.50 ea.	\$27.00	\$190.00 ¹	\$217.00
[2] CA Counties @ 13.50 ea.	\$27.00	\$0.00 ²	\$27.00
[2] CO Statewide (auto-upgraded from county) @ \$9 ea.	\$18.00	\$9.00 ³	\$27.00
[2] TX Statewide @ \$14.00 ea.	\$28.00	\$6.30 ³	\$34.30
[1] TX County to verify Statewide result @ \$13.50 ea.	\$13.50	\$0.00	\$13.50
[2] IL Counties @ 13.50 ea.	\$27.00	\$0.00	\$27.00
[1] NY DMV @ 5.00 ea.	\$5.00	\$7.70 ⁵	\$12.70
[2] Employment Verifications @ 12.00 ea.	\$24.00	\$0.00	\$24.00
[1] Education Verification @10 ea.	\$10.00	\$10.25 ⁶	\$20.25
Total:			\$423.75

1. AKA drove two checks in 1 NY county: \$95x2 in clerk fees to access information
2. AKA drove two CA county searches: County did not have county clerk fees
3. AKA drove two CO Statewide searches: Fee of \$4.50 is charged per search by the State
4. AKA drove two TX Statewide searches: Fee of \$3.15 is charged per search by the State
5. NY DMV state fee for MVR processing is \$7.70.
6. NSC was used for a \$10.25 education verification fee.

County Clerk Fees

The table is a full list of all additional clerk and/or service fees that may be charged for research. Starting with county record fees, the list also includes a variety of other fee-oriented products. While this is a very comprehensive list, there may be other counties with clerk fees not contained in this list.



Search Type	ST	County	Fee
County_Civil	CA	ALPINE	\$ 15.00
County_Civil	CA	COLUSA	\$ 5.00
County_Civil	CA	GLENN	\$ 15.00
County_Civil	CA	IMPERIAL	\$ 15.00
County_Civil	CA	INYO	\$ 15.00
County_Civil	CA	LASSEN	\$ 15.00
County_Civil	CA	MARIPOSA	\$ 15.00
County_Civil	CA	MENDOCINO	\$ 15.00
County_Civil	CA	MODOC	\$ 15.00
County_Civil	CA	MONO	\$ 15.00
County_Civil	CA	PLUMAS	\$ 15.00
County_Civil	CO	ALL UNLISTED COUNTIES	\$ 0.75
County_Civil	FL	CALHOUN	\$ 14.00
County_Civil	FL	FRANKLIN	\$ 14.00
County_Civil	FL	GILCHRIST	\$ 14.00
County_Civil	FL	GULF	\$ 14.00
County_Civil	FL	MADISON	\$ 14.00
County_Civil	FL	NASSAU	\$ 14.00
County_Civil	FL	SUWANNEE	\$ 14.00
County_Civil	FL	TAYLOR	\$ 14.00
County_Civil	FL	WASHINGTON	\$ 14.00
County_Civil	KY	ANDERSON	\$ 20.00
County_Civil	LA	TENSAS	\$ 20.00

Search Type	ST	County	Fee
County_Civil	ME	ANDROSCOGGIN	\$ 20.00
County_Civil	ME	AROOSTOOK	\$ 20.00
County_Civil	ME	CUMBERLAND	\$ 20.00
County_Civil	ME	FRANKLIN	\$ 20.00
County_Civil	ME	HANCOCK	\$ 20.00
County_Civil	ME	KENNEBEC	\$ 20.00
County_Civil	ME	KNOX	\$ 20.00
County_Civil	ME	LINCOLN	\$ 20.00
County_Civil	ME	OXFORD	\$ 20.00
County_Civil	ME	PENOBSCOT	\$ 20.00
County_Civil	ME	PISCATAQUIS	\$ 20.00
County_Civil	ME	SAGADAHOC	\$ 20.00
County_Civil	ME	SOMERSET	\$ 20.00
County_Civil	ME	WALDO	\$ 20.00
County_Civil	ME	WASHINGTON	\$ 20.00
County_Civil	ME	YORK	\$ 20.00
County_Civil	MI	BARRY	\$ 5.00
County_Civil	MI	BERRIEN	\$ 11.00
County_Civil	MI	CASS	\$ 10.00
County_Civil	MI	CHEBOYGAN	\$ 5.00
County_Civil	MI	CHIPPEWA	\$ 5.00
County_Civil	MI	CLARE	\$ 8.00
County_Civil	MI	DELTA	\$ 20.00
County_Civil	MI	DICKINSON	\$ 20.00
County_Civil	MI	GRATIOT	\$ 10.00
County_Civil	MI	HILLSDALE	\$ 10.00
County_Civil	MI	HOUGHTON	\$ 20.00
County_Civil	MI	HURON	\$ 5.00
County_Civil	MI	IONIA	\$ 5.00
County_Civil	MI	IRON	\$ 10.00
County_Civil	MI	KALKASKA	\$ 5.00
County_Civil	MI	KENT	\$ 6.50
County_Civil	MI	LAKE	\$ 5.00
County_Civil	MI	MACINAC	\$ 10.00
County_Civil	MI	MARQUETTE	\$ 10.00
County_Civil	MI	MECOSTA	\$ 5.00
County_Civil	MI	MENOMINEE	\$ 14.00
County_Civil	MI	MIDLAND	\$ 5.00
County_Civil	MI	MISSAUKEE	\$ 5.00
County_Civil	MI	MONTCALM	\$ 16.00
County_Civil	MI	MUSKEGON	\$ 10.00
County_Civil	MI	OCEANA	\$ 5.00
County_Civil	MI	OSCODA	\$ 2.00
County_Civil	MI	OTSEGO	\$ 5.00
County_Civil	MI	ROSCOMMON	\$ 5.00
County_Civil	MI	SANILAC	\$ 10.00
County_Civil	MI	SCHOOLCRAFT	\$ 10.00

Search Type	ST	County	Fee
County_Civil	MI	TUSCOLA	\$ 5.00
County_Civil	MI	VAN BUREN	\$ 7.00
County_Civil	MI	WEXFORD	\$ 5.00
County_Civil	MN	CASS	\$ 8.00
County_Civil	MT	MINERAL	\$ 14.00
County_Civil	MT	SWEET GRASS	\$ 14.00
County_Civil	ND	DIVIDE	\$ 10.00
County_Civil	ND	GRIGGS	\$ 10.00
County_Civil	ND	SLOPE	\$ 10.00
County_Civil	NH	ALL UNLISTED COUNTIES	\$ 10.00
County_Civil	NV	CARSON CITY	\$ 7.00
County_Civil	NV	CHURCHILL	\$ 3.50
County_Civil	NV	DOUGLAS	\$ 3.50
County_Civil	NV	ELKO	\$ 4.00
County_Civil	NV	EUREKA	\$ 3.50
County_Civil	NV	LYON	\$ 3.50
County_Civil	NV	MINERAL	\$ 7.00
County_Civil	NV	NYE	\$ 3.50
County_Civil	NV	PERSHING	\$ 7.00
County_Civil	NV	STOREY	\$ 3.50
County_Civil	NV	WHITE PINE	\$ 3.50
County_Civil	NY	RENSSELAER	\$ 9.00
County_Civil	NY	ST. LAWRENCE	\$ 9.00
County_Civil	NY	WYOMING	\$ 9.00
County_Civil	PA	CAMBRIA	\$ 3.00
County_Civil	PA	LUZERNE	\$ 15.00
County_Civil	PA	SOMERSET	\$ 5.00
County_Civil	SD	ALL UNLISTED COUNTIES	\$ 20.00
County_Civil	TN	CARROLL	\$ 5.00
County_Civil	TN	HUMPHREYS	\$ 7.00
County_Civil	WY	BIG HORN	\$ 10.00
County_Criminal	AL	ALL UNLISTED COUNTIES	\$ 0.80
County_Criminal	AR	YELL	\$ 3.00
County_Criminal	AZ	NAVAJO	\$ 25.00
County_Criminal	CA	ALPINE	\$ 15.00
County_Criminal	CA	COLUSA	\$ 5.00
County_Criminal	CA	GLENN	\$ 15.00
County_Criminal	CA	IMPERIAL	\$ 15.00
County_Criminal	CA	INYO	\$ 15.00
County_Criminal	CA	LASSEN	\$ 15.00
County_Criminal	CA	LOS ANGELES	\$ 5.00
County_Criminal	CA	MARIPOSA	\$ 15.00
County_Criminal	CA	MENDOCINO	\$ 15.00
County_Criminal	CA	MODOC	\$ 15.00
County_Criminal	CA	MONO	\$ 15.00

Search Type	ST	County	Fee
County_Criminal	CA	PLUMAS	\$ 15.00
County_Criminal	CO	ALL UNLISTED COUNTIES	\$ 0.75
County_Criminal	FL	BRADFORD	\$ 14.00
County_Criminal	FL	CALHOUN	\$ 14.00
County_Criminal	FL	FRANKLIN	\$ 14.00
County_Criminal	FL	GADSDEN	\$ 14.00
County_Criminal	FL	GILCHRIST	\$ 14.00
County_Criminal	FL	GULF	\$ 14.00
County_Criminal	FL	MADISON	\$ 14.00
County_Criminal	FL	NASSAU	\$ 14.00
County_Criminal	FL	SUWANNEE	\$ 14.00
County_Criminal	FL	TAYLOR	\$ 14.00
County_Criminal	FL	UNION	\$ 14.00
County_Criminal	FL	WALTON	\$ 14.00
County_Criminal	FL	WASHINGTON	\$ 14.00
County_Criminal	HI	ALL UNLISTED COUNTIES	\$ 6.50
County_Criminal	KS	COWLEY	\$ 1.25
County_Criminal	KS	GRAHAM	\$ 1.25
County_Criminal	KS	LABETTE	\$ 1.25
County_Criminal	KS	SEDGWICK	\$ 1.25
County_Criminal	KS	WYANDOTTE	\$ 1.25
County_Criminal	KY	ANDERSON	\$ 20.00
County_Criminal	LA	CAMERON	\$ 10.00
County_Criminal	LA	CATAHOULA	\$ 14.00
County_Criminal	LA	TENSAS	\$ 20.00
County_Criminal	ME	ALL UNLISTED COUNTIES	\$ 40.00
County_Criminal	ME	ANDROSCOGGIN	\$ 40.00
County_Criminal	ME	AROOSTOOK	\$ 20.00
County_Criminal	ME	CUMBERLAND	\$ 20.00
County_Criminal	ME	FRANKLIN	\$ 20.00
County_Criminal	ME	HANCOCK	\$ 20.00
County_Criminal	ME	KENNEBEC	\$ 20.00
County_Criminal	ME	KNOX	\$ 20.00
County_Criminal	ME	LINCOLN	\$ 20.00
County_Criminal	ME	OXFORD	\$ 20.00
County_Criminal	ME	PENOBSCOT	\$ 20.00
County_Criminal	ME	PISCATAQUIS	\$ 20.00
County_Criminal	ME	SAGADAHOC	\$ 20.00
County_Criminal	ME	SOMERSET	\$ 20.00
County_Criminal	ME	WALDO	\$ 20.00
County_Criminal	ME	WASHINGTON	\$ 20.00
County_Criminal	ME	YORK	\$ 40.00
County_Criminal	MI	ALCONA	\$ 10.00
County_Criminal	MI	ALGER	\$ 5.00
County_Criminal	MI	ALLEGEN	\$ 5.00

Search Type	ST	County	Fee
County_Criminal	MI	ARENAC	\$ 15.00
County_Criminal	MI	BARRY	\$ 10.00
County_Criminal	MI	BERRIEN	\$ 10.00
County_Criminal	MI	BRANCH	\$ 10.00
County_Criminal	MI	CASS	\$ 20.00
County_Criminal	MI	CHIPPEWA	\$ 5.00
County_Criminal	MI	CLARE	\$ 7.00
County_Criminal	MI	DELTA	\$ 20.00
County_Criminal	MI	DICKINSON	\$ 5.00
County_Criminal	MI	EMMET	\$ 5.00
County_Criminal	MI	GOGEBIC	\$ 50.00
County_Criminal	MI	GRATIOT	\$ 12.00
County_Criminal	MI	HILLSDALE	\$ 20.00
County_Criminal	MI	HOUGHTON	\$ 40.00
County_Criminal	MI	HURON	\$ 5.00
County_Criminal	MI	IONIA	\$ 8.00
County_Criminal	MI	IOSCO	\$ 10.00
County_Criminal	MI	IRON	\$ 15.00
County_Criminal	MI	KALKASKA	\$ 5.00
County_Criminal	MI	KENT	\$ 6.00
County_Criminal	MI	KEWEENAW	\$ 10.00
County_Criminal	MI	LAKE	\$ 5.00
County_Criminal	MI	LENAWEE	\$ 12.00
County_Criminal	MI	MACINAC	\$ 10.00
County_Criminal	MI	MACKINAC	\$ 10.00
County_Criminal	MI	MARQUETTE	\$ 10.00
County_Criminal	MI	MECOSTA	\$ 5.00
County_Criminal	MI	MENOMINEE	\$ 10.00
County_Criminal	MI	MIDLAND	\$ 5.00
County_Criminal	MI	MISSAUKEE	\$ 5.00
County_Criminal	MI	MONTCALM	\$ 17.00
County_Criminal	MI	MONTMORENCY	\$ 5.00
County_Criminal	MI	MUSKEGON	\$ 6.00
County_Criminal	MI	OCEANA	\$ 5.00
County_Criminal	MI	OGEMAW	\$ 5.00
County_Criminal	MI	ONTONAGON	\$ 5.00
County_Criminal	MI	OSCEOLA	\$ 5.00
County_Criminal	MI	OSCODA	\$ 10.00
County_Criminal	MI	OTSEGO	\$ 5.00
County_Criminal	MI	SAINT JOSEPH	\$ 1.00
County_Criminal	MI	SANILAC	\$ 10.00
County_Criminal	MI	SCHOOLCRAFT	\$ 10.00
County_Criminal	MI	SHIAWASEE	\$ 10.00
County_Criminal	MI	SHIAWASSEE	\$ 10.00
County_Criminal	MI	ST. JOSEPH	\$ 1.00
County_Criminal	MI	TUSCOLA	\$ 5.00
County_Criminal	MI	VAN BUREN	\$ 7.00

Search Type	ST	County	Fee
County_Criminal	MI	WEXFORD	\$ 5.00
County_Criminal	MO	KNOX	\$ 7.50
County_Criminal	MO	TANEY	\$ 7.50
County_Criminal	MS	GEORGE	\$ 1.00
County_Criminal	MT	ALL UNLISTED COUNTIES	\$ 14.00
County_Criminal	MT	BEAVERHEAD	\$ 10.00
County_Criminal	MT	BIG HORN	\$ 25.00
County_Criminal	MT	CARBON	\$ 10.00
County_Criminal	MT	CASCADE	\$ 10.00
County_Criminal	MT	CHOUTEAU	\$ 14.00
County_Criminal	MT	CUSTER	\$ 25.00
County_Criminal	MT	DANIELS	\$ 14.00
County_Criminal	MT	DAWSON	\$ 14.00
County_Criminal	MT	DEER LODGE	\$ 5.00
County_Criminal	MT	FALLON	\$ 39.00
County_Criminal	MT	FERGUS	\$ 10.00
County_Criminal	MT	FLATHEAD	\$ 10.00
County_Criminal	MT	GALLATIN	\$ 25.00
County_Criminal	MT	GARFIELD	\$ 14.00
County_Criminal	MT	GLACIER	\$ 14.00
County_Criminal	MT	GOLDEN VALLEY	\$ 14.00
County_Criminal	MT	GRANITE	\$ 7.00
County_Criminal	MT	HILL	\$ 16.00
County_Criminal	MT	JEFFERSON	\$ 20.00
County_Criminal	MT	JUDITH BASIN	\$ 14.00
County_Criminal	MT	LAKE	\$ 10.00
County_Criminal	MT	LEWIS AND CLARK	\$ 14.00
County_Criminal	MT	LIBERTY	\$ 17.00
County_Criminal	MT	LINCOLN	\$ 6.00
County_Criminal	MT	MADISON	\$ 14.00
County_Criminal	MT	MINERAL	\$ 39.00
County_Criminal	MT	MISSOULA	\$ 10.00
County_Criminal	MT	MUSSELSHELL	\$ 14.00
County_Criminal	MT	PARK	\$ 25.00
County_Criminal	MT	PETROLEUM	\$ 14.00
County_Criminal	MT	PHILLIPS	\$ 14.00
County_Criminal	MT	POWDER RIVER	\$ 25.00
County_Criminal	MT	PRAIRIE	\$ 14.00
County_Criminal	MT	RAVALLI	\$ 5.00
County_Criminal	MT	RICHLAND	\$ 25.00
County_Criminal	MT	SANDERS	\$ 25.00
County_Criminal	MT	STILLWATER	\$ 1.33
County_Criminal	MT	SWEET GRASS	\$ 28.00
County_Criminal	MT	TETON	\$ 3.50
County_Criminal	MT	TOOLE	\$ 25.00
County_Criminal	MT	TREASURE	\$ 25.00

Search Type	ST	County	Fee
County_Criminal	MT	VALLEY	\$ 14.00
County_Criminal	MT	WHEATLAND	\$ 14.00
County_Criminal	MT	WIBAUX	\$ 7.00
County_Criminal	ND	Divide	\$ 10.00
County_Criminal	ND	Griggs	\$ 10.00
County_Criminal	ND	Slope	\$ 10.00
County_Criminal	NH	ALL UNLISTED COUNTIES	\$ 20.00
County_Criminal	NV	CARSON CITY	\$ 3.50
County_Criminal	NV	CHURCHILL	\$ 3.50
County_Criminal	NV	DOUGLAS	\$ 3.50
County_Criminal	NV	ELKO	\$ 3.50
County_Criminal	NV	ESMERALDA	\$ 7.00
County_Criminal	NV	EUREKA	\$ 7.00
County_Criminal	NV	HUMBOLDT	\$ 7.00
County_Criminal	NV	LANDER	\$ 7.00
County_Criminal	NV	LINCOLN	\$ 7.00
County_Criminal	NV	LYON	\$ 3.50
County_Criminal	NV	MINERAL	\$ 7.00
County_Criminal	NV	NYE	\$ 3.50
County_Criminal	NV	PERSHING	\$ 7.00
County_Criminal	NV	STOREY	\$ 7.00
County_Criminal	NV	WHITE PINE	\$ 7.00
County_Criminal	NY	ALLEGANY	\$ 95.00
County_Criminal	NY	BRONX	\$ 95.00
County_Criminal	NY	BROOME	\$ 95.00
County_Criminal	NY	CAYUGA	\$ 95.00
County_Criminal	NY	CHAUTAUQUA	\$ 5.00
County_Criminal	NY	CHEMUNG	\$ 20.00
County_Criminal	NY	CLINTON	\$ 95.00
County_Criminal	NY	COLUMBIA	\$ 95.00
County_Criminal	NY	CORTLAND	\$ 95.00
County_Criminal	NY	DELAWARE	\$ 95.00
County_Criminal	NY	ERIE	\$ 95.00
County_Criminal	NY	ESSEX	\$ 95.00
County_Criminal	NY	FRANKLIN	\$ 95.00
County_Criminal	NY	FULTON	\$ 65.00
County_Criminal	NY	HAMILTON	\$ 20.00
County_Criminal	NY	KINGS	\$ 95.00
County_Criminal	NY	LEWIS	\$ 10.00
County_Criminal	NY	MADISON	\$ 10.00
County_Criminal	NY	MONTGOMERY	\$ 95.00
County_Criminal	NY	NASSAU	\$ 95.00
County_Criminal	NY	NEW YORK	\$ 95.00
County_Criminal	NY	ONONDAGA	\$ 95.00
County_Criminal	NY	ORLEANS	\$ 95.00
County_Criminal	NY	OSWEGO	\$ 20.00

Search Type	ST	County	Fee
County_Criminal	NY	OTSEGO	\$ 95.00
County_Criminal	NY	QUEENS	\$ 95.00
County_Criminal	NY	RENSSELAER	\$ 20.00
County_Criminal	NY	RICHMOND	\$ 95.00
County_Criminal	NY	SAINT LAWRENCE	\$ 5.00
County_Criminal	NY	SCHUYLER	\$ 10.00
County_Criminal	NY	ST. LAWRENCE	\$ 5.00
County_Criminal	NY	STEUBEN	\$ 10.00
County_Criminal	NY	SUFFOLK	\$ 95.00
County_Criminal	NY	TOMPKINS	\$ 20.00
County_Criminal	NY	WAYNE	\$ 95.00
County_Criminal	NY	WYOMING	\$ 15.00
County_Criminal	NY	YATES	\$ 95.00
County_Criminal	SD	AURORA	\$ 20.00
County_Criminal	SD	BEADLE	\$ 20.00
County_Criminal	SD	BENNETT	\$ 20.00
County_Criminal	SD	BON HOMME	\$ 20.00
County_Criminal	SD	BROOKINGS	\$ 20.00
County_Criminal	SD	BROWN	\$ 20.00
County_Criminal	SD	BRULE	\$ 20.00
County_Criminal	SD	BUFFALO	\$ 20.00
County_Criminal	SD	BUTTE	\$ 20.00
County_Criminal	SD	CAMPBELL	\$ 20.00
County_Criminal	SD	CHARLES MIX	\$ 20.00
County_Criminal	SD	CLARK	\$ 20.00
County_Criminal	SD	CLAY	\$ 20.00
County_Criminal	SD	CODINGTON	\$ 20.00
County_Criminal	SD	CORSON	\$ 20.00
County_Criminal	SD	CUSTER	\$ 20.00
County_Criminal	SD	DAVISON	\$ 20.00
County_Criminal	SD	DAY	\$ 20.00
County_Criminal	SD	DEUEL	\$ 20.00
County_Criminal	SD	DEWEY	\$ 20.00
County_Criminal	SD	DOUGLAS	\$ 20.00
County_Criminal	SD	EDMUNDS	\$ 20.00
County_Criminal	SD	FALL RIVER	\$ 20.00
County_Criminal	SD	FAULK	\$ 20.00
County_Criminal	SD	GRANT	\$ 20.00
County_Criminal	SD	GREGORY	\$ 20.00
County_Criminal	SD	HAAKON	\$ 20.00
County_Criminal	SD	HAMLIN	\$ 20.00
County_Criminal	SD	HAND	\$ 20.00
County_Criminal	SD	HANSON	\$ 20.00
County_Criminal	SD	HARDING	\$ 20.00
County_Criminal	SD	HUGHES	\$ 20.00
County_Criminal	SD	HUTCHINSON	\$ 20.00
County_Criminal	SD	HYDE	\$ 20.00

Search Type	ST	County	Fee
County_Criminal	SD	JACKSON	\$ 20.00
County_Criminal	SD	JERAULD	\$ 20.00
County_Criminal	SD	JONES	\$ 20.00
County_Criminal	SD	KINGSBURY	\$ 20.00
County_Criminal	SD	LAKE	\$ 20.00
County_Criminal	SD	LAWRENCE	\$ 20.00
County_Criminal	SD	LINCOLN	\$ 20.00
County_Criminal	SD	LYMAN	\$ 20.00
County_Criminal	SD	MARSHALL	\$ 20.00
County_Criminal	SD	MCCOOK	\$ 20.00
County_Criminal	SD	MCPHERSON	\$ 20.00
County_Criminal	SD	MEADE	\$ 20.00
County_Criminal	SD	MELLETTTE	\$ 20.00
County_Criminal	SD	MINER	\$ 20.00
County_Criminal	SD	MINNEHAHA	\$ 20.00
County_Criminal	SD	MOODY	\$ 20.00
County_Criminal	SD	PENNINGTON	\$ 20.00
County_Criminal	SD	PERKINS	\$ 20.00
County_Criminal	SD	POTTER	\$ 20.00
County_Criminal	SD	ROBERTS	\$ 20.00
County_Criminal	SD	SANBORN	\$ 20.00
County_Criminal	SD	SHANNON	\$ 20.00
County_Criminal	SD	SPINK	\$ 20.00
County_Criminal	SD	STANLEY	\$ 20.00
County_Criminal	SD	SULLY	\$ 20.00
County_Criminal	SD	TODD	\$ 20.00
County_Criminal	SD	TRIPP	\$ 20.00
County_Criminal	SD	TURNER	\$ 20.00
County_Criminal	SD	UNION	\$ 20.00
County_Criminal	SD	WALWORTH	\$ 20.00
County_Criminal	SD	YANKTON	\$ 20.00
County_Criminal	SD	ZIEBACH	\$ 20.00
County_Criminal	TN	ANDERSON	\$ 0.60
County_Criminal	TN	BEDFORD	\$ 0.60
County_Criminal	TN	BENTON	\$ 0.60
County_Criminal	TN	BLEDSON	\$ 0.60
County_Criminal	TN	BLOUNT	\$ 0.60
County_Criminal	TN	BRADLEY	\$ 0.60
County_Criminal	TN	CAMPBELL	\$ 0.60
County_Criminal	TN	CANNON	\$ 0.60
County_Criminal	TN	CARROLL	\$ 5.00
County_Criminal	TN	CARTER	\$ 0.60
County_Criminal	TN	CHEATHAM	\$ 0.60
County_Criminal	TN	CHESTER	\$ 0.60
County_Criminal	TN	CLAIBORNE	\$ 0.60

Search Type	ST	County	Fee
County_Criminal	TN	CLAY	\$ 0.60
County_Criminal	TN	COCKE	\$ 3.00
County_Criminal	TN	COFFEE	\$ 0.60
County_Criminal	TN	CROCKETT	\$ 0.60
County_Criminal	TN	CUMBERLAND	\$ 0.60
County_Criminal	TN	DAVIDSON	\$ 0.60
County_Criminal	TN	DECATUR	\$ 0.60
County_Criminal	TN	DEKALB	\$ 0.60
County_Criminal	TN	DICKSON	\$ 0.60
County_Criminal	TN	DYER	\$ 0.60
County_Criminal	TN	FAYETTE	\$ 0.60
County_Criminal	TN	FENTRESS	\$ 0.60
County_Criminal	TN	FRANKLIN	\$ 0.60
County_Criminal	TN	GIBSON	\$ 0.60
County_Criminal	TN	GILES	\$ 0.60
County_Criminal	TN	GRAINGER	\$ 0.60
County_Criminal	TN	GREENE	\$ 0.60
County_Criminal	TN	GRUNDY	\$ 0.60
County_Criminal	TN	HAMBLEN	\$ 0.60
County_Criminal	TN	HAMILTON	\$ 0.60
County_Criminal	TN	HANCOCK	\$ 0.60
County_Criminal	TN	HARDEMAN	\$ 0.60
County_Criminal	TN	HARDIN	\$ 0.60
County_Criminal	TN	HAWKINS	\$ 0.60
County_Criminal	TN	HAYWOOD	\$ 0.60
County_Criminal	TN	HENDERSON	\$ 0.60
County_Criminal	TN	HENRY	\$ 0.60
County_Criminal	TN	HICKMAN	\$ 0.60
County_Criminal	TN	HOUSTON	\$ 0.60
County_Criminal	TN	HUMPHREYS	\$ 7.00
County_Criminal	TN	JACKSON	\$ 0.60
County_Criminal	TN	JEFFERSON	\$ 0.60
County_Criminal	TN	JOHNSON	\$ 0.60
County_Criminal	TN	KNOX	\$ 15.00
County_Criminal	TN	LAKE	\$ 0.60
County_Criminal	TN	LAUDERDALE	\$ 0.60
County_Criminal	TN	LAWRENCE	\$ 0.60
County_Criminal	TN	LEWIS	\$ 0.60
County_Criminal	TN	LINCOLN	\$ 0.60
County_Criminal	TN	LOUDON	\$ 0.60
County_Criminal	TN	MACON	\$ 0.60
County_Criminal	TN	MADISON	\$ 0.60

Search Type	ST	County	Fee
County_Criminal	TN	MARION	\$ 3.00
County_Criminal	TN	MARSHALL	\$ 0.60
County_Criminal	TN	MAURY	\$ 0.60
County_Criminal	TN	MCMINN	\$ 0.60
County_Criminal	TN	MCNAIRY	\$ 0.60
County_Criminal	TN	MEIGS	\$ 0.60
County_Criminal	TN	MONROE	\$ 0.60
County_Criminal	TN	MONTGOMERY	\$ 0.60
County_Criminal	TN	MOORE	\$ 0.60
County_Criminal	TN	MORGAN	\$ 0.60
County_Criminal	TN	OBION	\$ 0.60
County_Criminal	TN	OVERTON	\$ 0.60
County_Criminal	TN	PERRY	\$ 0.60
County_Criminal	TN	PICKETT	\$ 0.60
County_Criminal	TN	POLK	\$ 0.60
County_Criminal	TN	PUTNAM	\$ 0.60
County_Criminal	TN	RHEA	\$ 0.60
County_Criminal	TN	ROANE	\$ 0.60
County_Criminal	TN	ROBERTSON	\$ 0.60
County_Criminal	TN	RUTHERFORD	\$ 0.60
County_Criminal	TN	SCOTT	\$ 0.60
County_Criminal	TN	SEQUATCHIE	\$ 0.60
County_Criminal	TN	SEVIER	\$ 0.60
County_Criminal	TN	SHELBY	\$ 0.60
County_Criminal	TN	SMITH	\$ 0.60
County_Criminal	TN	STEWART	\$ 0.60
County_Criminal	TN	SULLIVAN	\$ 0.60
County_Criminal	TN	SUMNER	\$ 0.60
County_Criminal	TN	TIPTON	\$ 0.60
County_Criminal	TN	TROUSDALE	\$ 0.60
County_Criminal	TN	UNICOI	\$ 0.60
County_Criminal	TN	UNION	\$ 0.60
County_Criminal	TN	VAN BUREN	\$ 0.60
County_Criminal	TN	WARREN	\$ 0.60
County_Criminal	TN	WASHINGTON	\$ 0.60
County_Criminal	TN	WAYNE	\$ 0.60
County_Criminal	TN	WEAKLEY	\$ 0.60
County_Criminal	TN	WHITE	\$ 0.60
County_Criminal	TN	WILLIAMSON	\$ 0.60
County_Criminal	VT	ALL UNLISTED COUNTIES	\$ 31.33
County_Criminal	WY	BIG HORN	\$ 10.00
Education		AuraData (Only if required)	\$ 20.00

Search Type	ST	County	Fee
Education		National Student Clearinghouse (Only if required)	\$ 10.25
Education		Parchment Exchange (Only if required)	\$ varies
Education		Pre-Check (Only if required)	\$ 14.50
Education		Scriborder (Only if required)	\$ varies
DOT Employment		Driverfacts/OEVS (Only if required)	\$ 7.95
Employment		CCC Verify (Only if required)	\$ 34.99
Employment		Employers Unity (Only if required)	\$ 41.95
Employment		EV Advantage (Only if required)	\$ 20.00
Employment		i2verify & Wage Verify	\$ 29.95
Employment		inverify (Only if required)	\$ 19.95
Employment		JobTrax (Only if required)	\$ 14.50
Employment		Quick Confirm (Only if required)	\$ 19.50
Employment		Thomas and Thorngren (Only if required)	\$ 36.95
Employment		U Confirm (Only if required)	\$ 24.95
Employment		Verify Advantage (Only if required)	\$ 27.95
Employment		Verify Direct (Only if required)	\$ 27.95
Employment		Verify Fast (Only if required)	\$ 25.95
Employment		Verify Job System (Only if required)	\$ 41.95
Employment		Verify Today (Only if required)	\$ 19.00
Employment		Verify X (Only if required)	\$ 19.95
Employment		The Work Number (Only if required)	\$ 16.32
MVR	AK		\$ 10.70
MVR	AL		\$ 8.45
MVR	AR		\$ 13.70
MVR	AZ		\$ 6.70
MVR	BC	BRITISH COLUMBIA	\$ 5.00
MVR	CA		\$ 2.70
MVR	CO		\$ 2.90
MVR	CT		\$ 18.70
MVR	CY		\$ 10.00
MVR	DC		\$ 13.70
MVR	DE		\$ 25.70
MVR	FL		\$ 8.80

Search Type	ST	County	Fee
MVR	GA		\$ 5.40
MVR	GU	GUAM	\$ 6.35
MVR	HI		\$ 23.00
MVR	IA		\$ 9.20
MVR	ID		\$ 9.70
MVR	IL		\$ 12.70
MVR	IN		\$ 8.20
MVR	KS		\$ 14.40
MVR	KY		\$ 6.20
MVR	LA		\$ 18.70
MVR	MA		\$ 8.70
MVR	MB	MANITOBA	\$ 10.00
MVR	MD		\$ 12.70
MVR	ME		\$ 7.70
MVR	MI		\$ 11.70
MVR	MN		\$ 5.70
MVR	MO		\$ 5.80
MVR	MS		\$ 14.70
MVR	MT		\$ 8.07
MVR	N2	LABRADOR	\$ 10.00
MVR	NB	NEW BRUNSWICK	\$ 20.00
MVR	NC		\$ 10.70
MVR	ND		\$ 3.70
MVR	NE		\$ 3.70
MVR	NH		\$ 13.00
MVR	NJ		\$ 12.70
MVR	NL	NEWFOUNDLAND	\$ 10.00
MVR	NM		\$ 7.20
MVR	NS	NOVA SCOTIA	\$ 16.30
MVR	NV		\$ 8.70
MVR	NY		\$ 7.70
MVR	OH		\$ 5.70
MVR	OK		\$ 27.50
MVR	ON	ONTARIO	\$ 14.00
MVR	OR		\$ 12.53
MVR	PA		\$ 13.70
MVR	PE	PRINCE EDWARD ISLAND	\$ 20.00
MVR	PR	PUERTO RICO	\$ 15.70
MVR	QC	QUEBEC	\$ 11.00
MVR	RI		\$ 20.70
MVR	SC		\$ 7.95
MVR	SD		\$ 5.70
MVR	SK	SASKATCHEWAN	\$ 10.00
MVR	TN		\$ 7.70
MVR	TX		\$ 7.20
MVR	UT		\$ 9.70

Search Type	ST	County	Fee
MVR	VA		\$ 8.70
MVR	VT		\$ 18.70
MVR	WA		\$ 13.70
MVR	WI		\$ 7.70
MVR	WV		\$ 12.20
MVR	WY		\$ 5.70
MVR	YT	YUKON	\$ 10.00
Statewide_Criminal	AK		\$ 20.00
Statewide_Criminal	AL		\$ 5.00
Statewide_Criminal	AR		\$ 11.45
Statewide_Criminal	CO		\$ 4.50
Statewide_Criminal	CT		\$ 20.00
Statewide_Criminal	FL		\$ 24.00
Statewide_Criminal	GA		\$ 7.50
Statewide_Criminal	HI		\$ 6.50
Statewide_Criminal	IA		\$ 15.00
Statewide_Criminal	ID		\$ 20.00
Statewide_Criminal	IL		\$ 10.00
Statewide_Criminal	IN		\$ 15.00
Statewide_Criminal	KS		\$ 20.00
Statewide_Criminal	KY		\$ 20.00
Statewide_Criminal	MA		\$ 25.59
Statewide_Criminal	ME		\$ 31.00
Statewide_Criminal	MI		\$ 10.00
Statewide_Criminal	MO		\$ 13.00
Statewide_Criminal	MS		\$ 32.00
Statewide_Criminal	MT		\$ 14.50
Statewide_Criminal	ND		\$ 15.00
Statewide_Criminal	NE		\$ 2.50
Statewide_Criminal	NH		\$ 25.00
Statewide_Criminal	NJ		\$ 8.50
Statewide_Criminal	NM		\$ 15.00

Search Type	ST	County	Fee
Statewide_Criminal	NY		\$ 95.00
Statewide_Criminal	OK		\$ 15.00
Statewide_Criminal	PA		\$ 22.00
Statewide_Criminal	RI		\$ 5.00
Statewide_Criminal	SC		\$ 25.00
Statewide_Criminal	SD		\$ 20.00
Statewide_Criminal	TN		\$ 2.75
Statewide_Criminal	TX		\$ 3.15
Statewide_Criminal	VA		\$ 25.00
Statewide_Criminal	VT		\$ 30.00
Statewide_Criminal	WI		\$ 7.00
Workers Compensation	CO		\$ 1.00
Workers Compensation	IA		\$ 35.00
Workers Compensation	MA		\$ 5.00
Workers Compensation	MO		\$ 5.00
Workers Compensation	NE		\$ 5.00
Workers Compensation	OK		\$ 1.00
Workers Compensation	SD		\$ 10.00
Workers Compensation	TN		\$ 10.00
Workers Compensation	UT		\$ 15.00
Workers Compensation	VA		\$ 10.00



**Beaumont-Cherry Valley Water District
Regular Board Meeting
July 27, 2020**

Item 6

STAFF REPORT

TO: Personnel Committee of the Board of Directors
FROM: Sabrina Foley, Human Resources Coordinator
SUBJECT: **BCVWD Return to Work Protocol, Acknowledgement, and Travel Disclosure Form due to COVID-19 Emergency**

Staff Recommendation

Recommend adoption of the Beaumont-Cherry Valley Water District Return to Work Protocol and associated documents to the Board of Directors.

Background

The General Manager declared a State of Emergency for the Beaumont-Cherry Valley Water District due to the COVID-19 Coronavirus pandemic on March 19, 2020, and it was ratified by the Board of Directors on March 26, 2020. In order to follow health and safety guidelines, as well as public health orders made by the Governor of California, BCVWD closed the office and lobby to the public. Additionally, most Administrative and Engineering staff were instructed to work remotely until further notice. BCVWD enacted emergency temporary policies for Teleworking and On-Call working conditions in order to maintain essential services to the public.

Currently, Administrative and Engineering staff are working remotely, and the Operations and Production staff are working with additional precautions such as assigned crews and physical separation. All employees are avoiding in-person meetings and other activities which would potentially be areas of exposure and following emergency policies for social distancing and the wearing of face coverings.

As the State of California, the County of Riverside, and local public health officials lift and/or change social distancing restrictions, it will be helpful for the District to follow a written plan for returning employees to in-person work and for allowing vendors and members of the public access to our main office. A Return to Work Protocol will provide guidance to management in order to protect the safety of our employees and the public while offering excellent service to our ratepayers.

Summary

The proposed Return to Work Protocol, if approved by the Board of Directors, would allow the General Manager to open the lobby of the main office to the public when allowable by health and safety guidelines. Additionally, the Protocol will allow Administrative and Engineering employees the ability to return to work in the main office as practicable for essential duties.

The Protocol provides guidance to all BCVWD employees regarding expectations for social distancing and sanitation standards. These expectations are intended to hold all employees to an equal standard of responsibility for public health and safety. Additionally, the Protocol outlines employee responsibilities, such as a duty to report travel, which will allow management to analyze ongoing risk to the organization and plan accordingly.



Fiscal Impact

There will be additional costs for Personal Protective Equipment (PPE), including face masks, gloves, hand sanitizer, and disinfecting wipes. These costs are incurred in accordance with the proposed Return to Work Protocol and Centers for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA) guidelines.

Attachment(s)

1. BCVWD Return to Work Protocol
2. BCVWD Return to Work Protocol Acknowledgement
3. Travel Disclosure Form

Prepared by Sabrina Foley, Human Resources Coordinator

Beaumont-Cherry Valley Water District

Return to Work Protocol for COVID-19 Emergency



This protocol will be enacted when local governments ease their lockdown requirements or stay-at-home orders, and at the discretion of the General Manager or their designee. The Beaumont-Cherry Valley Water District (“District”) will follow all health and safety guidelines from local health authorities.

The purpose of this protocol is to ensure the health and safety of District employees and members of the public during the COVID-19 Emergency.

Employees also will comply with other requirements or protocols which may be adopted from time to time by the State of California or Riverside County Health Department. Notice of such additional requirements and protocols will be provided to all employees immediately after adoption and notice being provided to the District.

1. Main Rules to Return to Work Safely

- Social Distancing will be implemented at every location, including offices, facilities, and vehicles. Social Distancing means:
 - Stay at least 6 feet away from other people
 - Do not gather in groups
 - Avoid gathering in common areas, such as break rooms and near printers
- Follow hygiene best practices:
 - Wash your hands often with soap and water for at least 20 seconds
 - Cough or sneeze inside your elbow
 - Throw used tissues away and wash or sanitize your hands after coughing or sneezing
 - Avoid touching your face
 - Clean and disinfect frequently touched surfaces daily
- All employees shall wear face coverings during working hours, and when working in the proximity of others.
- Avoid moving around the office or facility unnecessarily. Continue to use your phone, email, or instant messaging to communicate with co-workers.
- Avoid carpooling either to work or to work sites. Use of District vehicles will be assigned by the General Manager, Field Superintendent, or Assistant Director of Operations.
- Alternate work schedules or organize the workplace to allow for Social Distancing.
- Encourage working from home whenever possible.
- Disinfect all common areas and equipment daily, such as microwaves, coffee machines, printers, tools, vehicles, machinery, etc. In addition, managers will make sure hand sanitizer and wipes are available at each work location and site. Each employee is responsible for disinfecting their personal workspace (such as desk or assigned vehicle) daily.
- If employees experience respiratory symptoms (such as fever, cough, or shortness of breath), or have close contact with someone displaying these symptoms or testing positive for COVID-19, the 14-day quarantine is still mandatory.
 - Employees must notify their supervisor of the situation as soon as possible.
 - Supervisors and managers must notify Human Resources as soon as possible.
 - If an employee begins displaying respiratory symptoms while at work, they should be isolated from other people and sent home as soon as possible.

Beaumont-Cherry Valley Water District Return to Work Protocol for COVID-19 Emergency



- The District reserves the right to require that each employee coming to work be screened for signs and symptoms of COVID-19, including a temperature check. Such actions will be taken in compliance with HIPAA and other applicable regulations.

2. Reminder Notice

Every office shall display a reminder notice on the front door and all entrance doors to remind employees and visitors to follow Social Distancing rules. As an example:



1. Do you have any symptoms related to COVID-19 (cough, fever, shortness of breath)?
2. Do any of your family members have these symptoms?
3. Please wash or sanitize your hands promptly when entering the office.
4. Remember that Social Distancing is the key to prevent illness.
5. Wear your face covering to protect others.

3. Organization and Social Distancing

- The Return to Work Protocol should prioritize critical employees and employees who must be physically present to perform their duties. Employees should continue to work remotely whenever possible.
- Special measures implemented during the crisis shall remain in place until further notice.
 - Engineering Plans will continue to be left in the designated drop box and picked up after 72 hours.
 - Incoming Mail will be left unopened for 72 hours, then opened and sorted by an employee wearing gloves.
 - Employees should use mailboxes, drop boxes, and inboxes rather than handing in paper items directly. Whenever possible, employees should use electronic methods of delivery instead of paper.
 - If any business practices need to be reviewed, consult with your supervisor before making any changes.
- Department Heads will determine adequate staffing and scheduling. If there are too many employees in the same workspace, Department Heads or the General Manager may instruct employees to return home and work remotely.

Beaumont-Cherry Valley Water District

Return to Work Protocol for COVID-19 Emergency



4. Open Space/Outdoors

Social Distancing is difficult when working in open spaces, depending on the requirements of the work. Therefore, each manager will ensure that employees work at least 6 feet apart.

When working in open spaces or outdoors;

- Implement alternate work shifts when necessary.
- When offices are located near a narrow hallway, limit access to the area.
- If needed, reorganize the workspace to enable Social Distancing.
 - Change workstation assignments if needed.
 - Designate workspaces or assign tools to employees for the day.
 - Spread employees out.
 - Make sure you have all needed materials and tools so that employees do not have to share resources.
 - Mark off appropriate distancing requirements using tape on the floor or signs.
- Employees working together or in close spaces should move the work to a larger space and should separate as soon as possible after the task is completed.
- Supervisors, Crew Leaders, and Team Leads are responsible for ensuring Social Distancing guidelines are followed for their department or team.

5. Common Areas and Shared Items

- All doors that are frequently used throughout the day shall be propped open. If the door cannot be kept open, employees will sanitize the doorknob and their hands after each use. Sanitizing wipes and hand sanitizer will be left near the door for employee use.
- Department Heads shall identify all items shared by employees during work hours such as tools, printers, etc. and develop a strategy to make sure that such items do not become a source of contamination.

6. Lobby

The lobby at the main office will open at the discretion of the General Manager or their designee, and under the guidance of public health officials. The District's website will inform the public about the status of the lobby, hours, and contact information.

If the Lobby will be open to the public:

- Keep the front door open to allow entrance without touching the door handle.
- All visitors must wear a cloth face covering and follow Social Distancing guidelines set by the County of Riverside and the State of California. A sign will be posted by the door and at the service window to remind visitors of these requirements.
- Maintain a visitor log with no exceptions, which shall include the visitor's name, company if applicable, and phone number.
- Remove all nonessential materials, such as brochures, magazines, and newspapers.

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Return to Work Protocol for COVID-19 Emergency



- All deliveries shall be done without contact. Do not sign your name using the courier's system. Mention your name to the courier and they will write it down for you.
- Mark appropriate Social Distancing on the lobby floor using tape. Visitors will stand at least 6 feet apart from each other.
- Employees working at the service windows will wear gloves and wash their hands frequently with soap and water for at least 20 seconds.
- The service counter will be sanitized frequently.

7. Meal and Rest Periods

- Employees will wash their hands with soap and water for at least 20 seconds before and after eating.
- Limit the number of people using break areas by spacing out or removing chairs.
- Employees are encouraged to eat at their desk, in their assigned District vehicle, or in their office.
- Employees will stagger meal and rest periods to avoid gathering in break areas.
- Employees are encouraged to use ice packs and lunchboxes instead of community refrigerators. If an employee puts their lunchbox in the refrigerator, it should be disinfected before use.
- Employees are encouraged to bring their own utensils, glasses, mugs, etc. They should be taken home each day to be washed rather than left in the break area.
- Supervisors will make sure sanitizing wipes are available in the break areas to sanitize microwaves, coffee machines, and refrigerator handles after each use.

8. Meetings

- Continue to meet by phone conference rather than in person, even if all participants are working in the same location.
- For meetings that must take place in person, meet in a large room or outdoors so that participants can be at least 6 feet apart.
- Meeting areas such as conference rooms will be disinfected after each use.
- When meeting with an outside vendor or visitor, maintain Social Distancing and do not shake hands. Avoid sharing pens or other materials.

9. Travel

- All nonessential business travel is prohibited until further notice. The General Manager or Department Heads will determine if travel is essential.
 - Employees traveling for essential purposes will follow Social Distancing rules during travel and at other locations.
 - Employees traveling for essential purposes will notify their supervisor if they believe they have been exposed to COVID-19.
 - Travel Kit: When traveling for business, all employees will carry with them a Travel Kit containing a face covering such as a cloth mask, hand sanitizer, gloves, wipes, and any other items recommended by health authorities. Personal Protective Equipment (PPE) shall always be worn properly.

Beaumont-Cherry Valley Water District

Return to Work Protocol for COVID-19 Emergency



- Duty to Inform: Employees who intend to travel by any means, for either business or personal reasons, shall submit a Travel Disclosure Form to Human Resources. The form shall be submitted as soon as possible, but no later than the day before travel is to begin. If Travel occurs due to an emergency, Human Resources must be contacted, and the form submitted as soon as possible. The Travel Disclosure Form is intended to assist the District with assessing risk due to COVID-19 and will be maintained confidentially whenever possible. Travel will be shared with affected employees if Human Resources determines there is a risk to the health and safety of others. However, in accordance with HIPAA, the names of employees who may have been exposed to COVID-19 due to travel will not be disclosed.
- For the purposes of this form, “travel” shall mean any travel:
 - By bus or train
 - By car during which you cross state or international borders
 - By airplane, either a domestic or international flight
- “Travel” does not include the use of public transportation or car to commute to and from the workplace, or travel to essential businesses such as grocery stores or medical facilities.
- The District reserves the right to require a 14-day quarantine period upon employee’s return from travel, to be determined on a case-by-case basis.

10. Acknowledgement

All District employees will read the Return to Work Protocol. The “Acknowledgment of Return to Work Protocol” form shall be signed by all employees to confirm their awareness of the safety measures in place and good hygiene practices.

11. Sanctions

Non-compliance with this protocol will be considered misconduct and an action contrary to the Personnel Rules and Regulations of the District. Failure to comply with the rules and procedures described herein will result in disciplinary action, in accordance with District policy, up to and including termination of employment.

Beaumont-Cherry Valley Water District Return to Work Protocol Acknowledgment Form



Employee Information

Employee Name	
Department	
Date	

The employee identified above hereby agrees to adopt appropriate and safe behaviors to avoid the spread of the COVID-19 Coronavirus and confirms the following:

1. I have read and understood the Beaumont-Cherry Valley Water District Return to Work Protocol for the COVID-19 Emergency.
2. I agree to follow the rules and procedures described in the Return to Work Protocol. I will contact my supervisor or manager if I have any questions or uncertainties on the behaviors to adopt.
3. I acknowledge the rules in the Return to Work Protocol are implemented for my own protection, the protection of my family, and the safety of my colleagues.
4. I agree to use Personal Protective Equipment (PPE), to follow hygiene best practices, and to follow Social Distancing rules while working.
5. I agree to submit a Travel Disclosure Form to Human Resources if I intend to travel, as described in the Return to Work Protocol.
6. I agree to promptly inform my supervisor, manager, or Human Resources in the event I become sick with respiratory symptoms, or if I have been in close contact with someone sick with COVID-19 or displaying respiratory symptoms.
7. I understand that failure to comply with the rules described in the Return to Work Protocol will lead to disciplinary action, up to and including termination of employment.

Employee Signature

Date

Beaumont-Cherry Valley Water District Travel Disclosure Form



This form shall be submitted to Human Resources prior to any travel, for personal or for essential business reasons, as described in the Return to Work Protocol document.

General Information

Employee Name: _____

Job Title: _____

Department: _____

Travel Information

Destination: _____

Travel Dates: _____

Purpose of Travel:

- Business Reasons*
- Personal Reasons

**If Traveling for Essential Business Reasons, your supervisor must initial here to indicate travel is approved.*

Supervisor Initials for Business Essential Travel: _____

Identification of Potential Contamination Hazards:

Human Resources Department Use

Date Form Received: _____ By: _____

Approved by: _____

Quarantine Required upon Return?

- Yes
- No

Notes and Recommendations:



Beaumont-Cherry Valley Water District
Personnel Committee Meeting
July 27, 2020

HUMAN RESOURCES REPORT

TO: Board of Directors Personnel Committee

FROM: Sabrina Foley, Human Resources Coordinator

SUBJECT: Human Resources Department Report for the Period of May 26, 2020 – July 15, 2020

Personnel

Total Current Employees (Excluding Board Members)	37
Part Time	3
Interns	1
Separations	0
Retiring Employees	0

New Hires

There were no new hires during this period.

Anniversaries*

William Clayton	Sr. Finance & Admin Analyst	5 years
Sandra Delgado	Customer Service Rep. III	3 years
Aaron Walker	Temporary Engineering	2 years
Andrew Becerra	Water Utility Person I	2 years
Vaughn Litka	Water Utility Person I	2 years
Erica Gonzales	Administrative Assistant	2 years
Mike Morales	Water Utility Person III	19 years
Tony Cove	Water Utility Person III	25 years

**Work Anniversaries for the purposes of this report are calculated from the most recent hire date and do not determine employment conditions or terms. This report does not include elected officials.*

Promotions

There were no promotions during this period.



Employee Communications

Human Resources publishes a bi-weekly internal newsletter for employees, which is distributed via internal email and published to breakroom bulletin boards. The newsletter typically includes items such as employment announcements, information about CalPERS (Retirement and Health) programs, safety topics, and wellness tips.

Human Resources publishes a monthly calendar of events which includes holidays, recurring meeting dates, and employee birthdays for employees who elect to participate.

Human Resources scheduled a CalPERS 457 Plan Presentation which was delivered by webinar through our vendor.

Human Resources distributed HR Memo #20-008, Riverside County Curfew.

Human Resources distributed updated staff directives regarding COVID-19 on behalf of the General Manager.

Human Resources distributed HR Memo#20-009, CA Public Health Order regarding mask coverings.

Other

Human Resources assigned annual harassment policy acknowledgements to all employees as required by District policy.

Human Resources is conducting an employee engagement survey from 7/20/20 through 7/31/20.

Prepared by Sabrina Foley, Human Resources Coordinator, July 23, 2020