



BIGHORN-DESERT VIEW WATER AGENCY

*"To provide a high-quality supply of water and reliable service to all customers
at a fair and reasonable rate."*

BOARD OF DIRECTORS' MEETING AGENDA

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285

August 11, 2026
Time – 6:00 P.M.

PUBLIC WISHING TO PARTICIPATE REMOTELY MAY

Join the meeting online on Zoom

<https://us02web.zoom.us/j/89369309226?pwd=s9DYJsVruGPx1RZZ8bGcUsMnQdlTKD.1>

or join by telephone by calling 1-669-900-6833

Zoom Meeting ID: 893 6930 9226 / Passcode: 190001

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

Discussion and Action Items - The Board of Directors and Staff will discuss the following items and the Board will consider taking action, if so inclined. The Public is invited to comment on any item on the agenda during discussion of that item. When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three-minutes to provide their public comment.

1. **Resolution No. 26R-10 - Adopt the Cross-Connection Control Plans for the Bighorn-Desert View Water System (PWS No. CA3610009) and Goat Mountain Water System (PWS No. CA3610060)**
2. **Operations Update**
3. **Resolution 26R-11 – Recognizing David Rewal for 25 Years of Service**
4. **Resolution 26R-12 – Adopting a Social Media Policy**
5. **Resolution 26R-13 – Approve a Revised and Restated Employee Handbook**
6. **Consent Calendar** - The following are routine, non-controversial items to be acted on with one motion, without discussion. If a member board requests an item(s) be pulled from the consent calendar, it/they will be moved for separate discussion and consideration.

- a. Board Meeting Minutes
 - i. July 14, 2026 – Regular Meeting
- b. Financial Statements
 - i. Balance Sheet(s) – June 2026
 - ii. Budget Sheet(s) – June 2026
- c. Quarterly Investment Reports – 2026 Q1 and Q2
- d. Receive and File Disbursements – June 2026
- e. Service Order Report – June 2026
- f. Production Report for Bighorn-Desert View System – July 2026
- g. Production Report for Goat Mountain System – July 2026
- h. Receive and File Committee Meeting Minutes
 - i. Planning/Legislative/Engineering/Grants Standing Committee – no minutes, next meeting 8/18/2026
 - ii. Finance/Public Relations/Education/Personnel Standing Committee 5/19/2026

Recommended Action: Approve Consent Calendar Items a through h, as presented.

7. Matters removed from the Consent Calendar

8. Public Comment Period

Any person may address the Board on matters within the Agency's jurisdiction not appearing on this agenda. When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three minutes to provide their public comment. State Law prohibits the Board of Directors from discussing or taking action on items not included on the agenda.

9. Items for Next or Future Agenda

10. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

- a. General Manager Report
- b. Chief Engineer Report
- c. Director Reports

11. CLOSED SESSIONS –

- a. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION - GOV CODE SECTION 54957(b)(1)**
Title: Chief Engineer
- b. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION - GOV CODE SECTION 54957(b)(1)**
Title: General Manager

12. Adjournment

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the Bighorn-Desert View Water Agency, 622 S. Jemez Trail, Yucca Valley, CA not less than 72 hours if prior to a Regular meeting, date and time above; or in accordance with California Government Code Section 54956 this agenda has been posted not less than 24 hours if prior to a Special meeting, date and time above. As a general rule, agenda reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records in connection with an open session agenda item, are also on file with and available for inspection at the Office of the Agency Secretary, 622 S. Jemez Trail, Yucca Valley, California, during regular business hours, 8:00 A.M. to 4:30 P.M., Monday through Thursday, closed Fridays. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Bighorn-Desert View Water Agency.

Internet: Once uploaded, agenda materials can also be viewed at www.bdvwa.org

Public Comments: You may wish to submit your comments in writing to assure that you are able to express yourself adequately. Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, should contact the Board's Secretary at 760-364-2315 during Agency business hours.

Calendar Reminder - Upcoming Director Meetings

- Regular Board Meeting – second Tuesday every month at 6 p.m.
- Finance/Public Relations/Education & Personnel (FPREP) Committee – third Tuesday of odd months at 4 p.m.
- Planning/Legislative/Engineering & Grant (PLEGS) Committee – third Tuesday of even months at 4 p.m.
- Mojave Water Agency Board of Directors Meeting – second and fourth Thursday every month (regular schedule) at 9:30 a.m. – next meeting August 20, 2026 at 9:30 a.m.
- Mojave Water Agency Technical Advisory Committee (TAC) Meeting – 1st Thursday of even months at 10 a.m. – next meeting August 13, 2026 10 a.m.
- Landers Homestead Valley Community Association Meeting – second Monday at 5 p.m. every month
- ASBCSD Monthly Dinner Meeting – third Monday (regular schedule) various locations
- Southern California Water Conference – August 14, 2026 in Ontario
- CSDA Annual Conference – August 24-27, 2026 in Palm Desert

**BIGHORN-DESERT VIEW WATER AGENCY
BOARD MEETING
AGENDA ITEM**

Meeting Date: August 11, 2026

Prepared By: Jennifer Cusack, General Manager
Marina West, Chief Engineer

AGENDA ITEM: Adopt Resolution No. 26R-10 Adopting the Cross-Connection Control Plans for the Bighorn-Desert View Water System (PWS No. CA3610009) and Goat Mountain Water System (PWS No. CA3610060)

RECOMMENDATION

Adopt Resolution No. 26R-10 adopting the Cross-Connection Control Plan for the Bighorn-Desert View Water System (PWS No. CA3610009); and adopt the Cross-Connection Control Plan for the Goat Mountain Water System (PWS No. CA3610060); and authorize the General Manager to submit the adopted plans and supporting documentation to the State Water Resources Control Board, Division of Drinking Water, and to administer the program consistent with Agency Rules and Regulations and applicable law.

BACKGROUND

In 2024, the State Water Resources Control Board adopted a revised Cross-Connection Control Policy requiring all California public water systems to develop and implement a written Cross-Connection Control Plan (CCCP). Public water suppliers are required to establish documented procedures for identifying cross-connection hazards, conducting hazard assessments, implementing backflow protection requirements, maintaining testing records, responding to backflow incidents, and enforcing compliance.

Bighorn-Desert View Water Agency operates two public water systems:

- Bighorn-Desert View Water System (PWS No. CA3610009)
- Goat Mountain Water System (PWS No. CA3610060)

The Agency has historically implemented cross-connection control requirements through Article 7 of the Agency's Rules and Regulations for Water Service, adopted by Ordinance No. 21O-02. The proposed Cross-Connection Control Plans formalize existing practices and establish the written program documentation required by the State.

The plans were prepared utilizing the March 2025 Cross-Connection Control Policy Handbook and incorporate the Agency's existing legal authority, operational procedures, enforcement provisions, testing standards, recordkeeping requirements, and public outreach efforts. The draft CCCPs were submitted to the State Water Board in June of 2025. Adoption and implementation are the next steps. Once adopted the CCCP will be resubmitted to the State Water Board.

DISCUSSION

The purpose of the Cross-Connection Control Plans is to protect the public drinking water supply from contamination caused by actual or potential cross-connections and backflow conditions.

The plans establish a comprehensive program that includes:

Program administration by a certified Cross-Connection Control Specialist.

- System-wide and parcel-specific hazard assessments.
- Requirements for installation and maintenance of approved backflow prevention assemblies.
- Annual testing and inspection requirements.
- Recordkeeping and compliance tracking.
- Incident response procedures.
- Public education and outreach.
- Enforcement procedures necessary to protect public health.

The plans also identify opportunities for future program improvements, including updates to Agency ordinances, enhanced tracking systems, and ongoing staff training.

Adoption of the plans will satisfy State requirements for a written Cross-Connection Control Program and demonstrate the Agency's commitment to protecting drinking water quality and public health.

FISCAL IMPACT

Current Fiscal Impact: Minimal.

Most program elements are already being implemented by Agency staff under existing operational practices and Rules and Regulations.

Future Fiscal Impact:

Future costs may include:

- Staff training and certification.
- Backflow prevention assembly inventory management.
- Compliance tracking and recordkeeping improvements.
- Public outreach materials.
- Regulatory reporting requirements.

These costs are anticipated to be absorbed within existing operating budgets and future budget planning processes, as needed.

LEGAL REVIEW

The Agency's authority to administer and enforce cross-connection control requirements is established under Article 7 of the Agency's Rules and Regulations for Water Service.

Adoption of the proposed plans will provide formal Board authorization for implementation of the Agency's Cross-Connection Control Program and support compliance with State Water Resources Control Board requirements.

ENVIRONMENTAL REVIEW (CEQA)

The proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the Common Sense Exemption, because the adoption of administrative policies and procedures for the operation and regulatory compliance of existing public water systems does not have the potential to result in a direct or reasonably foreseeable physical change in the environment.

STRATEGIC PLAN CONSISTENCY

This action supports the Agency's mission to provide safe, high-quality drinking water and maintain compliance with all applicable regulatory requirements while protecting public health and Agency assets.

ATTACHMENTS

Resolution No. 26R-10

Cross-Connection Control Plan, Bighorn-Desert View Water System (PWS No. CA3610009)

Cross-Connection Control Plan, Goat Mountain Water System (PWS No. CA3610060)

Board Action Requested

Motion: Move to adopt Resolution No. 26R-10 adopting the Cross-Connection Control Plans for the Bighorn-Desert View Water System (PWS No. CA3610009) and the Goat Mountain Water System (PWS No. CA3610060), and authorize the General Manager to submit the plans to the State Water Resources Control Board and administer the program.

RESOLUTION NO. 26R-10

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BIGHORN-DESERT VIEW WATER AGENCY
ADOPTING THE CROSS-CONNECTION CONTROL PLANS
FOR THE BIGHORN-DESERT VIEW WATER SYSTEM (PWS NO. CA3610009)
AND THE GOAT MOUNTAIN WATER SYSTEM (PWS NO. CA3610060)**

WHEREAS, the Bighorn-Desert View Water Agency ("Agency") owns and operates the Bighorn-Desert View Water System (PWS No. CA3610009) and the Goat Mountain Water System (PWS No. CA3610060); and

WHEREAS, protecting the public water supply from contamination caused by backflow and cross-connections is essential to maintaining safe and reliable drinking water service; and

WHEREAS, the State Water Resources Control Board has established requirements for public water systems to develop and implement Cross-Connection Control Plans consistent with the Cross-Connection Control Policy Handbook, March 2025 edition; and

WHEREAS, Agency staff and its certified Cross-Connection Control Specialist have prepared Cross-Connection Control Plans for both public water systems that establish procedures for hazard assessments, backflow prevention requirements, testing and maintenance, enforcement, incident response, recordkeeping, public education, and program administration; and

WHEREAS, the Agency's legal authority to administer and enforce its Cross-Connection Control Program is established through Article 7 of the Agency's Rules and Regulations for Water Service, adopted by Ordinance No. 21O-02 and as may be amended from time to time; and

WHEREAS, the Board of Directors finds that adoption of the Cross-Connection Control Plans is necessary and appropriate to protect public health, maintain regulatory compliance, and preserve the integrity of the Agency's drinking water distribution systems; and

WHEREAS, the Board of Directors has reviewed the proposed Cross-Connection Control Plans and desires to officially adopt them as Agency policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bighorn-Desert View Water Agency as follows:

Section 1. Adoption of Plans.

The Board of Directors hereby adopts the following documents:

Cross-Connection Control Plan for Bighorn-Desert View Water Agency, Public Water System No. CA3610009, effective August 12, 2026; and

Cross-Connection Control Plan for Goat Mountain Water System, Public Water System No. CA3610060, effective August 12, 2026.

Section 2. Program Administration.

The General Manager, or designee, is authorized and directed to administer, implement, and

enforce the adopted Cross-Connection Control Plans in accordance with applicable federal and state laws, regulations, Agency ordinances, policies, and rules and regulations.

Section 3. Regulatory Compliance.

The adopted Plans shall serve as the Agency's official Cross-Connection Control Program documents and may be amended from time to time to maintain compliance with applicable State Water Resources Control Board requirements and operational needs.

Section 4. Filing and Submission.

The General Manager, or designee, is authorized to submit the adopted Cross-Connection Control Plans, together with any supporting documentation, to the State Water Resources Control Board, Division of Drinking Water, and to take any additional actions necessary to implement the requirements of the Plans.

Section 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Bighorn-Desert View Water Agency at a regular meeting held on August 11, 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____

Rodney Miller-Boyer, President of the Board

Attest,

By _____

Megan Close-Dees, Secretary of the Board

Official Seal



Cross-Connection Control Plan

Bighorn-Desert View Water Agency

PENDING ADOPTION
by the Board of Directors
August 11, 2026

Resolution No. 26R-10
Effective Date: August 12, 2026



Public Water System (PWS) Information	
System Name:	Bighorn-Desert View Water Agency
Water System Number:	CA3610009
System Type:	Community Water System
Physical Location:	622 S. Jemez Trail, Yucca Valley, CA 29984
Division of Drinking Water District:	District 27 – Mojave
Service Connections (1/1/2025):	Residential: 2,330 Commercial: 18
Governing Body:	Board of Directors
Primary Contact:	Carl Otteson, Cross-Connection Control Specialist CA-NV Certificate No. 10525
	Jennifer Cusack, Program Coordinator

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

Introduction

The Bighorn-Desert View Water Agency (BDVWA/Agency) Cross-Connection Control Plan has been developed in accordance with the March 2025 edition of the State Water Resources Control Board's Cross-Connection Control Policy Handbook (CCCPH). This plan draws directly from the Agency's Rules & Regulations for Water Service (current version Ordinance No. 21O-02), specifically the Articles governing Cross-Connection Control, and serves as an operational and legal framework for maintaining compliance with State standards. It outlines the procedures, standards, and responsibilities BDVWA has implemented to protect its public water system from backflow and cross-connection hazards.

This document is submitted to demonstrate the Agency's regulatory compliance, operational readiness, and legal authority to enforce cross-connection control measures across its service area. The contents of this plan demonstrate BDVWA's commitment to regulatory compliance and the protection of public health through the implementation of a documented Cross-Connection Control Program that meets or exceeds all applicable standards outlined in the CCCPH.

Program Oversight

The Cross-Connection Control Program is administered by a certified Cross-Connection Control Specialist with assistance from the Program Coordinator. The program includes oversight of hazard assessments, compliance tracking, data management, and enforcement activities. The Program Coordinator works closely with internal departments—including operations, customer service, and construction—and coordinates with external entities such as county health officials, fire authorities, and building and permitting agencies to ensure comprehensive implementation. The Coordinator or their designee can be contacted, as required under CCCPH Section 3.1.3(c).

Legal Authority

Legal authority for the Cross-Connection Control Program is established under Article 7 of the Bighorn-Desert View Water Agency (BDVWA/Agency) Rules & Regulations for Water Service, last adopted by the Board of Directors on March 9, 2021. This Article grants the Agency the authority to identify cross-connection hazards and require appropriate backflow protection. It also sets forth installation and testing standards, ensuring consistent compliance with recognized technical and safety criteria. Enforcement provisions—including the disconnection ("Lock-Off" or "destruction") of water service and assessment of administrative fees—are authorized. Additionally, Article 7 affirms the requirement for the Agency to maintain properly certified personnel. Article 7 establishes procedures for records retention.

Hazard Assessment Program

Bighorn-Desert View Water Agency (BDVWA/Agency) conducts hazard assessments in accordance with Section 3.2.1 of the Cross-Connection Control Policy Handbook (CCCPH) and Article 7 of the Agency's Rules & Regulations. A one-time, system-wide hazard assessment was completed around 2020-2021 when illegal cannabis cultivation swept through the Agency service area. Each and every month, Water Distribution Operators assigned to meter reading made notations on meter reading sheets for any properties that could possess a backflow hazard.

Staff continues to assess properties daily through various routine activities such as meter reading,

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

high usage response and customer account set-up procedures. As part of this 2025 CCCP update, the Agency will consult the Cross Connection Control Specialist on how to proceed. This evaluation will consider the existence of cross-connections, materials used on-site, piping complexity, auxiliary water sources, backflow risks due to distribution system conditions, accessibility, prior incidents, irrigation or fire systems, and other criteria listed in CCCPH Section 3.2.1(a). Identified corrective actions must be prioritized and completed within 180 days, with immediate threats to public health addressed without delay, including possible suspension of water service.

Parcel-specific hazard assessments are also required when a new service connection is installed, a material change occurs on the property (such as plumbing or irrigation modifications), a backflow incident is reported, or upon request by the State Water Resources Control Board or BDVWA. All new water customers are required to submit a cross-connection questionnaire, which is reviewed by the Program Coordinator to determine if further investigation is needed. Periodic reassessment of parcels is also conducted in accordance with CCCPH and Agency Policy.

Hazard assessments may be conducted on-site by a certified Cross-Connection Control Specialist or authorized Agency representative. On-site evaluations may be triggered by changes in use, installation of new equipment, non-responsiveness to Agency inquiries, or other risk factors outlined in CCCPH. In lieu of an on-site inspection, the Agency may use alternative assessment methods such as remote review of aerial imagery, GIS data, permit records, or customer-provided questionnaires. If these tools indicate a potential hazard, the Agency reserves the right to require on-site inspection and to assign a high hazard classification when access is denied, or data is incomplete.

Backflow Protection Requirements

Backflow protection within the Bighorn-Desert View Water Agency (BDVWA/Agency) is implemented in accordance with Section 3.2.2 of the Cross-Connection Control Policy Handbook (CCCPH) and Article 7 of the Agency's Rules & Regulations for Water Service. Any newly installed backflow prevention assemblies (BPAs) providing service connection protection, must utilize either reduced pressure principal assembly (RP) or a reduced pressure principal detector assembly (RPDA) or Air-Gap assembly (AG). These assemblies represent the highest level of protection available to the public water system. Only BPAs currently approved by the University of Southern California (USC) Foundation for Cross-Connection Control and Hydraulic Research may be installed. Any assembly that does not meet these requirements or is not installed in accordance with Agency standards will be classified as noncompliant and must be replaced at the property owner's expense.

Any deviation from the Agency's requirement to install an RP or RPDA or AG must receive prior written approval from the Agency and will be evaluated based on the degree of hazard associated with the specific service connection. Additionally, all fire protection systems must comply with backflow protection requirements, as outlined in Article 8.0, Fire Sprinkler Systems.

Installation, Testing, and Maintenance

The installation, testing, and maintenance of backflow prevention assemblies (BPAs) within the Bighorn-Desert View Water Agency are conducted in accordance with Sections 3.3.2 and 3.3.3 of the Cross-Connection Control Policy Handbook (CCCPH), as well as Article 7.0 of the Agency's

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

Rules & Regulations. All BPAs must be installed above ground in an accessible location, in full compliance with CCCPH Section 3.3.2, the California Plumbing Code, manufacturer specifications, and BDVWA standard drawings. Field testing is required upon installation and must be repeated at least annually to verify continued functionality. Air gap (AG) separations must be installed in accordance with CCCPH Section 3.3.2(a) and are subject to annual visual inspection. BDVWA owns a limited number of non-testable devices (e.g., blow-off assemblies). These devices will be visually inspected at least annually.

Any device that fails a field test must be repaired or replaced within 30 days of notification. If a backflow hazard presents an immediate threat to public health, the Agency may suspend water service without prior notice until the hazard has been corrected, and compliance is verified.

Tester and Specialist Requirements

All backflow prevention assembly testers (BPATs) operating within Bighorn-Desert View Agency must meet the requirements specified in Article 7.0 of the Agency's Rules & Regulations. Testers must be certified by an organization recognized by the State Water Resources Control Board. Tester credentials and field test reports are submitted to BDVWA for data integrity, and regulatory compliance. Testers are also required to submit annual gauge calibration reports to BDVWA to ensure the accuracy and reliability of test results.

BDVWA expects certified testers will comply with interim State Water Board requirements.

Beginning July 1, 2027, only testers certified by ANSI-accredited organizations under ISO/IEC 17024 will be accepted; at present, only the AWWA California-Nevada Section meets this standard. Cross-Connection Control Specialists must also meet the qualifications outlined in CCCPH Section 3.4.2, ensuring that program oversight is conducted by fully certified personnel.

Recordkeeping and Data Management

Bighorn-Desert View Water Agency (BDVWA/Agency) maintains comprehensive records to ensure full compliance with CCCPH and Article 7.0 of its Rules & Regulations for Water Service. For each service connection, the Agency retains the two most recent hazard assessments, an up-to-date inventory of installed backflow prevention assemblies (including device type, location, model, serial number, and installation date), and a minimum of three years of testing and repair history. Additional documentation includes air-gap as-built plans, public outreach materials, backflow incident reports, and current service contracts. Records are stored in both hardcopy and digital formats on the customer's utility billing account. All records are readily accessible and available to the State Water Resources Control Board upon request.

Backflow Incident Response

In the event of a known or suspected backflow incident, Bighorn-Desert View Water Agency (BDVWA/Agency) will respond immediately in accordance with CCCPH Section 3.5.2 and 3.5.3. Noting that the current Ordinance requires amendment to include written response guidelines. The incident will be promptly investigated to determine the source and extent of the hazard, and if a threat to public health is confirmed or suspected, the State Water Resources Control Board (SWRCB) is notified within 24 hours. Should the SWB direct the Agency to issue a Tier 1 public notification,

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

BDVWA will do so in accordance with California Code of Regulations, Title 22, Section 64463.1, using appropriate communication channels to ensure timely public awareness. Following the initial response, BDVWA submits a detailed incident report, including corrective actions taken, water quality monitoring results (if applicable), and procedural changes to prevent recurrence.

Public Education and Local Coordination

Bighorn-Desert View Water Agency (BDVWA/Agency) actively engages in public education and interagency coordination to support the goals of its Cross-Connection Control Program. Public outreach will be conducted through a variety of channels, including direct customer mailings, bill inserts, and informational materials provided to new account holders. Additionally, the Agency is developing dedicated webpage content to further enhance customer awareness regarding backflow prevention and cross-connection control. Internally the Agency will add Cross Connection Control Awareness and System-Wide Hazard Assessment Procedures annually with all Agency staff. In accordance with Article 5.0 (Application, Review Procedure and Construction of Water System Facility Extensions) 7.0 (Cross-Connection Control) and 8.0 Private Fire Protection Service of the Rules & Regulations for Water Service, BDVWA also coordinates closely with external agencies such as local fire departments, San Bernardino County health officials, and municipal building and permitting departments to ensure consistent application of cross-connection control policies and prompt identification of potential hazards.

Enforcement

Bighorn-Desert View Water Agency enforces compliance with its Cross-Connection Control Program under the authority of Article 7.0 of the Rules & Regulations for Water Service. When a customer fails to install, maintain, or test a required backflow prevention assembly, the Agency may issue formal violation notices and assess administrative fees for non-compliance. If compliance is not achieved within the specified timeframe, water service may be suspended pursuant to Article 7.8 (Water Service Disconnection).

In cases where an imminent threat to public health is identified—such as an unprotected or malfunctioning high-hazard connection, the Agency reserves the right to immediately discontinue water service without prior notice. Additionally, the Agency may apply liens against properties to recover unpaid water access, water use and CCCP compliance-related charges, as authorized by Article 12.0 (Collection of Unpaid Bills). These enforcement tools ensure that BDVWA can act decisively to protect the integrity of the public water system.

Plan Maintenance

In accordance with CCCPH Section 3.1.4(d), Bighorn-Desert View Water Agency (BDVWA/Agency) must always adhere to its Cross-Connection Control Plan (CCCP) accurately. BDVWA will conduct a review of its Cross-Connection Control Rules & Regulations at least once per year to assess program effectiveness, regulatory compliance, and operational needs. Revisions will be made as necessary to incorporate changes in State policy, Agency operations, or any identified deficiencies.

Any substantive updates to the CCCP will be submitted to the State Water Resources Control Board for review, as required. This document has been developed and submitted in full compliance with

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

the Cross-Connection Control Policy Handbook (March 2025) and the governing policies of Bighorn-Desert View Water Agency. The CCCP includes all Rules & Regulations adopted by the Agency that pertain to Cross-Connection Control and shall serve as the comprehensive, enforceable framework for program implementation.

Certification Statement

I certify under penalty of perjury under the laws of the State of California that the information provided in this Cross-Connection Control Plan is true and correct to the best of my knowledge, and that this plan has been prepared in accordance with the requirements of the Cross-Connection Control Policy Handbook and the Bighorn-Desert View Water Agency Rules & Regulations for Water Service (current version Ordinance No. 21O-02).

Executed on this 12th day of August 2026, at Yucca Valley, California.

Carl Otteson

Cross-Connection Control Specialist

Jennifer Cusack

General Manager

Bighorn-Desert View Water Agency



Cross-Connection Control Plan

Bighorn-Desert View Water Agency

PENDING ADOPTION
by the Board of Directors
August 11, 2026

Resolution No. 26R-10
Effective Date: August 12, 2026

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN



Public Water System (PWS) Information	
System Name:	Bighorn-Desert View Water Agency
Water System Number:	CA3610060 – ID Goat Mountain
System Type:	Community Water System
Physical Location:	622 S. Jemez Trail, Yucca Valley, CA 29984
Division of Drinking Water District:	District 27 – Mojave
Service Connections (1/1/2025):	Residential: N/A Commercial: N/A (see CA3610009)
Governing Body:	Board of Directors
Primary Contact:	Carl Otteson, Cross-Connection Control Specialist CA-NV Certificate No. 10525
	Jennifer Cusack, Program Coordinator

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

Introduction

The Bighorn-Desert View Water Agency (BDVWA/Agency) Cross-Connection Control Plan has been developed in accordance with the March 2025 edition of the State Water Resources Control Board's Cross-Connection Control Policy Handbook (CCCPH). This plan draws directly from the Agency's Rules & Regulations for Water Service (current version Ordinance No. 21O-02), specifically the Articles governing Cross-Connection Control, and serves as an operational and legal framework for maintaining compliance with State standards. It outlines the procedures, standards, and responsibilities BDVWA has implemented to protect its public water system from backflow and cross-connection hazards.

This document is submitted to demonstrate the Agency's regulatory compliance, operational readiness, and legal authority to enforce cross-connection control measures across its service area. The contents of this plan demonstrate BDVWA's commitment to regulatory compliance and the protection of public health through the implementation of a documented Cross-Connection Control Program that meets or exceeds all applicable standards outlined in the CCCPH.

Program Oversight

The Cross-Connection Control Program is administered by a certified Cross-Connection Control Specialist with assistance from the Program Coordinator. The program includes oversight of hazard assessments, compliance tracking, data management, and enforcement activities. The Program Coordinator works closely with internal departments—including operations, customer service, and construction—and coordinates with external entities such as county health officials, fire authorities, and building and permitting agencies to ensure comprehensive implementation. The Coordinator or their designee can be contacted, as required under CCCPH Section 3.1.3(c).

Legal Authority

Legal authority for the Cross-Connection Control Program is established under Article 7 of the Bighorn-Desert View Water Agency (BDVWA/Agency) Rules & Regulations for Water Service, last adopted by the Board of Directors on March 9, 2021. This Article grants the Agency the authority to identify cross-connection hazards and require appropriate backflow protection. It also sets forth installation and testing standards, ensuring consistent compliance with recognized technical and safety criteria. Enforcement provisions—including the disconnection ("Lock-Off" or "destruction") of water service and assessment of administrative fees—are authorized. Additionally, Article 7 affirms the requirement for the Agency to maintain properly certified personnel. Article 7 establishes procedures for records retention.

Hazard Assessment Program

Bighorn-Desert View Water Agency (BDVWA/Agency) conducts hazard assessments in accordance with Section 3.2.1 of the Cross-Connection Control Policy Handbook (CCCPH) and Article 7 of the Agency's Rules & Regulations. A one-time, system-wide hazard assessment was completed around 2020-2021 when illegal cannabis cultivation swept through the Agency service area. Each and every month, Water Distribution Operators assigned to meter reading made notations on meter reading sheets for any properties that could possess a backflow hazard.

Staff continues to assess properties daily through various routine activities such as meter reading,

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

high usage response and customer account set-up procedures. As part of this 2025 CCCP update, the Agency will consult the Cross Connection Control Specialist on how to proceed. This evaluation will consider the existence of cross-connections, materials used on-site, piping complexity, auxiliary water sources, backflow risks due to distribution system conditions, accessibility, prior incidents, irrigation or fire systems, and other criteria listed in CCCPH Section 3.2.1(a). Identified corrective actions must be prioritized and completed within 180 days, with immediate threats to public health addressed without delay, including possible suspension of water service.

Parcel-specific hazard assessments are also required when a new service connection is installed, a material change occurs on the property (such as plumbing or irrigation modifications), a backflow incident is reported, or upon request by the State Water Resources Control Board or BDVWA. All new water customers are required to submit a cross-connection questionnaire, which is reviewed by the Program Coordinator to determine if further investigation is needed. Periodic reassessment of parcels is also conducted in accordance with CCCPH and Agency Policy.

Hazard assessments may be conducted on-site by a certified Cross-Connection Control Specialist or authorized Agency representative. On-site evaluations may be triggered by changes in use, installation of new equipment, non-responsiveness to Agency inquiries, or other risk factors outlined in CCCPH. In lieu of an on-site inspection, the Agency may use alternative assessment methods such as remote review of aerial imagery, GIS data, permit records, or customer-provided questionnaires. If these tools indicate a potential hazard, the Agency reserves the right to require on-site inspection and to assign a high hazard classification when access is denied, or data is incomplete.

Backflow Protection Requirements

Backflow protection within the Bighorn-Desert View Water Agency (BDVWA/Agency) is implemented in accordance with Section 3.2.2 of the Cross-Connection Control Policy Handbook (CCCPH) and Article 7 of the Agency's Rules & Regulations for Water Service. Any newly installed backflow prevention assemblies (BPAs) providing service connection protection, must utilize either reduced pressure principal assembly (RP) or a reduced pressure principal detector assembly (RPDA) or Air-Gap assembly (AG). These assemblies represent the highest level of protection available to the public water system. Only BPAs currently approved by the University of Southern California (USC) Foundation for Cross-Connection Control and Hydraulic Research may be installed. Any assembly that does not meet these requirements or is not installed in accordance with Agency standards will be classified as noncompliant and must be replaced at the property owner's expense.

Any deviation from the Agency's requirement to install an RP or RPDA or AG must receive prior written approval from the Agency and will be evaluated based on the degree of hazard associated with the specific service connection. Additionally, all fire protection systems must comply with backflow protection requirements, as outlined in Article 8.0, Fire Sprinkler Systems.

Installation, Testing, and Maintenance

The installation, testing, and maintenance of backflow prevention assemblies (BPAs) within the Bighorn-Desert View Water Agency are conducted in accordance with Sections 3.3.2 and 3.3.3 of the Cross-Connection Control Policy Handbook (CCCPH), as well as Article 7.0 of the Agency's

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

Rules & Regulations. All BPAs must be installed above ground in an accessible location, in full compliance with CCCPH Section 3.3.2, the California Plumbing Code, manufacturer specifications, and BDVWA standard drawings. Field testing is required upon installation and must be repeated at least annually to verify continued functionality. Air gap (AG) separations must be installed in accordance with CCCPH Section 3.3.2(a) and are subject to annual visual inspection. BDVWA owns a limited number of non-testable devices (e.g., blow-off assemblies). These devices will be visually inspected at least annually.

Any device that fails a field test must be repaired or replaced within 30 days of notification. If a backflow hazard presents an immediate threat to public health, the Agency may suspend water service without prior notice until the hazard has been corrected, and compliance is verified.

Tester and Specialist Requirements

All backflow prevention assembly testers (BPATs) operating within Bighorn-Desert View Agency must meet the requirements specified in Article 7.0 of the Agency's Rules & Regulations. Testers must be certified by an organization recognized by the State Water Resources Control Board. Tester credentials and field test reports are submitted to BDVWA for data integrity, and regulatory compliance. Testers are also required to submit annual gauge calibration reports to BDVWA to ensure the accuracy and reliability of test results.

BDVWA expects certified testers will comply with interim State Water Board requirements.

Beginning July 1, 2027, only testers certified by ANSI-accredited organizations under ISO/IEC 17024 will be accepted; at present, only the AWWA California-Nevada Section meets this standard. Cross-Connection Control Specialists must also meet the qualifications outlined in CCCPH Section 3.4.2, ensuring that program oversight is conducted by fully certified personnel.

Recordkeeping and Data Management

Bighorn-Desert View Water Agency (BDVWA/Agency) maintains comprehensive records to ensure full compliance with CCCPH and Article 7.0 of its Rules & Regulations for Water Service. For each service connection, the Agency retains the two most recent hazard assessments, an up-to-date inventory of installed backflow prevention assemblies (including device type, location, model, serial number, and installation date), and a minimum of three years of testing and repair history. Additional documentation includes air-gap as-built plans, public outreach materials, backflow incident reports, and current service contracts. Records are stored in both hardcopy and digital formats on the customer's utility billing account. All records are readily accessible and available to the State Water Resources Control Board upon request.

Backflow Incident Response

In the event of a known or suspected backflow incident, Bighorn-Desert View Water Agency (BDVWA/Agency) will respond immediately in accordance with CCCPH Section 3.5.2 and 3.5.3. Noting that the current Ordinance requires amendment to include written response guidelines. The incident will be promptly investigated to determine the source and extent of the hazard, and if a threat to public health is confirmed or suspected, the State Water Resources Control Board (SWRCB) is notified within 24 hours. Should the SWB direct the Agency to issue a Tier 1 public notification,

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

BDVWA will do so in accordance with California Code of Regulations, Title 22, Section 64463.1, using appropriate communication channels to ensure timely public awareness. Following the initial response, BDVWA submits a detailed incident report, including corrective actions taken, water quality monitoring results (if applicable), and procedural changes to prevent recurrence.

Public Education and Local Coordination

Bighorn-Desert View Water Agency (BDVWA/Agency) actively engages in public education and interagency coordination to support the goals of its Cross-Connection Control Program. Public outreach will be conducted through a variety of channels, including direct customer mailings, bill inserts, and informational materials provided to new account holders. Additionally, the Agency is developing dedicated webpage content to further enhance customer awareness regarding backflow prevention and cross-connection control. Internally the Agency will add Cross Connection Control Awareness and System-Wide Hazard Assessment Procedures annually with all Agency staff. In accordance with Article 5.0 (Application, Review Procedure and Construction of Water System Facility Extensions) 7.0 (Cross-Connection Control) and 8.0 Private Fire Protection Service of the Rules & Regulations for Water Service, BDVWA also coordinates closely with external agencies such as local fire departments, San Bernardino County health officials, and municipal building and permitting departments to ensure consistent application of cross-connection control policies and prompt identification of potential hazards.

Enforcement

Bighorn-Desert View Water Agency enforces compliance with its Cross-Connection Control Program under the authority of Article 7.0 of the Rules & Regulations for Water Service. When a customer fails to install, maintain, or test a required backflow prevention assembly, the Agency may issue formal violation notices and assess administrative fees for non-compliance. If compliance is not achieved within the specified timeframe, water service may be suspended pursuant to Article 7.8 (Water Service Disconnection).

In cases where an imminent threat to public health is identified—such as an unprotected or malfunctioning high-hazard connection, the Agency reserves the right to immediately discontinue water service without prior notice. Additionally, the Agency may apply liens against properties to recover unpaid water access, water use and CCCP compliance-related charges, as authorized by Article 12.0 (Collection of Unpaid Bills). These enforcement tools ensure that BDVWA can act decisively to protect the integrity of the public water system.

Plan Maintenance

In accordance with CCCPH Section 3.1.4(d), Bighorn-Desert View Water Agency (BDVWA/Agency) must always adhere to its Cross-Connection Control Plan (CCCP) accurately. BDVWA will conduct a review of its Cross-Connection Control Rules & Regulations at least once per year to assess program effectiveness, regulatory compliance, and operational needs. Revisions will be made as necessary to incorporate changes in State policy, Agency operations, or any identified deficiencies.

Any substantive updates to the CCCP will be submitted to the State Water Resources Control Board for review, as required. This document has been developed and submitted in full compliance with

BIGHORN-DESERT VIEW WATER AGENCY - CROSS-CONNECTION CONTROL PLAN

the Cross-Connection Control Policy Handbook (March 2025) and the governing policies of Bighorn-Desert View Water Agency. The CCCP includes all Rules & Regulations adopted by the Agency that pertain to Cross-Connection Control and shall serve as the comprehensive, enforceable framework for program implementation.

Certification Statement

I certify under penalty of perjury under the laws of the State of California that the information provided in this Cross-Connection Control Plan is true and correct to the best of my knowledge, and that this plan has been prepared in accordance with the requirements of the Cross-Connection Control Policy Handbook and the Bighorn-Desert View Water Agency Rules & Regulations for Water Service (current version Ordinance No. 21O-02).

Executed on this 12th day of August 2026, at Yucca Valley, California.

Carl Otteson

Cross-Connection Control Specialist

Jennifer Cusack

General Manager

Bighorn-Desert View Water Agency

RESOLUTION NO. 26R-11

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BIGHORN-DESERT VIEW WATER AGENCY
HONORING AND RECOGNIZING DAVID REWAL
FOR 25 YEARS OF DEDICATED SERVICE TO THE DISTRICT**

WHEREAS, David Rewal has faithfully served the Bighorn-Desert View Water Agency for twenty-five (25) years, reaching this significant milestone on August 13, 2026; and

WHEREAS, throughout his distinguished career, Mr. Rewal has promoted from entry level laborer to his current role as Operations Supervisor and has demonstrated an unwavering commitment to the Agency's mission of providing safe, reliable, and high-quality water service to the community; and

WHEREAS, as Operations Supervisor, Mr. Rewal has provided exceptional leadership, technical expertise, and operational oversight, ensuring the efficient operation and maintenance of the Agency's facilities, infrastructure, and water systems; and

WHEREAS, Mr. Rewal has consistently promoted a culture of professionalism, safety, accountability, teamwork, and customer service, serving as a trusted mentor and resource to fellow employees; and

WHEREAS, his dedication and contributions have supported the Agency's compliance with regulatory requirements, protection of public health, and stewardship of public resources; and

WHEREAS, Mr. Rewal's knowledge, commitment, and work ethic have earned the respect and appreciation of the Board of Directors, Agency management, employees, and the customers he has faithfully served; and

WHEREAS, twenty-five years of public service represents a remarkable achievement and reflects a career devoted to excellence and service to the community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Bighorn-Desert View Water Agency hereby expresses its sincere appreciation and gratitude to David Rewal for his twenty-five (25) years of outstanding service and dedication to the Agency and its customers.

BE IT FURTHER RESOLVED that the Board of Directors congratulates David Rewal on this significant milestone and extends its best wishes for continued success, health, and happiness in the years ahead.

PASSED, APPROVED, AND ADOPTED this 11th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Directors

ATTEST:

Secretary of the Board

Agency Seal

**BIGHORN DESERT VIEW WATER AGENCY
STAFF REPORT**

Meeting Date: August 11, 2026
To: Board of Directors
From: Jennifer Cusack, General Manager
Agenda Item: Resolution No. 26R-12 Adopting a Social Media Policy

RECOMMENDATION

Adopt Resolution No. 26R-12 establishing a Social Media Policy.

BACKGROUND

This item has been reviewed by the Finance/Public Relations/Education/Personnel Committee and is being brought now to the entire Board for consideration.

The Agency encourages open communication with customers. It will improve communication to add new methods to provide customers and the public with timely information regarding water service, water quality, conservation programs, emergency conditions, public meetings, employment opportunities, capital improvement projects, and other Agency activities.

Social media platforms have become common tools for distributing information quickly and efficiently. However, the use of social media by public agencies presents legal, operational, and governance considerations, including compliance with:

- The Ralph M. Brown Act
- The California Public Records Act
- Public records retention requirements
- Privacy and confidentiality obligations
- California employment laws
- First Amendment considerations
- Public agency ethics and transparency requirements

As a public agency, it is important that social media be used in a manner that supports public access to information while minimizing legal and operational risks.

DISCUSSION

The proposed Social Media Policy establishes a conservative, one-way communication model intended to use social media primarily as an informational tool rather than an interactive forum.

Key provisions of the policy include:

Authorized Account Management

- Only the General Manager or individuals authorized in writing by the General Manager may manage Agency social media accounts.

- Account credentials must be maintained securely and reviewed as staff assignments change.

Communication Standards

- Social media will be used primarily to distribute information.
- Posts will direct customers and community members to official Agency communication channels for inquiries and assistance.
- Agency social media will not be used to resolve disputes, process customer service requests, or conduct policy discussions.

Approved Platforms

The policy authorizes the Agency's use of:

- Facebook
- Instagram
- LinkedIn
- Nextdoor
- X

Content Requirements

Approved content may include:

- Service updates
- Emergency notifications
- Water quality information
- Water conservation messaging
- Meeting notices and reminders
- Construction updates
- Job announcements
- General Agency news

All content must remain factual, professional, nonpartisan, and consistent with the Agency's public mission.

Public Interaction

The policy directs staff to disable comments and other interactive features whenever feasible. Where comments cannot be disabled, staff may decline to engage in discussions and instead direct individuals to official Agency communication channels.

This approach reduces risks associated with:

Brown Act violations

- Public records management
- Customer privacy concerns
- Inappropriate public discourse
- Inconsistent messaging

Brown Act Compliance

The policy specifically reminds Board members that social media cannot be used to discuss, deliberate, develop consensus, or take action on Agency business outside a properly noticed public meeting.

Board members are advised not to respond to, comment on, react to, or otherwise engage with social media posts from other Board members regarding Agency business.

Public Records Compliance

Because social media content related to Agency business may constitute public records, the policy requires retention of applicable social media content consistent with legal requirements and the Agency's records retention practices.

Employee Conduct

The policy prohibits employees from speaking on behalf of the Agency unless authorized. It also protects employees' lawful rights under state and federal labor laws regarding discussions of wages, hours, and working conditions.

Emergency Communications

The policy allows social media to be used during emergencies to rapidly distribute information regarding:

- Water outages
- Water quality notices
- Service interruptions
- Public safety information
- Emergency response updates

Emergency communications remain supplemental to any legally required notice procedures.

FISCAL IMPACT

There is no significant fiscal impact associated with adoption of this policy.

The policy establishes governance and operational guidelines for existing and future Agency social media accounts. Any costs associated with social media platforms, record retention tools, or communication services will be managed within approved operating budgets.

LEGAL REVIEW

The proposed policy is intended to support compliance with California laws governing public agencies, including open meeting requirements, public records obligations, employee rights, and public communications. The policy also provides authority for the General Manager to develop implementation procedures and seek legal guidance when necessary regarding comment moderation, account administration, and emerging legal issues.

STRATEGIC PLAN CONSISTENCY

The proposed policy supports the Agency's commitment to:

- Transparent public communication
- Regulatory compliance
- Effective customer outreach
- Protection of public trust
- Sound governance practices
- Risk management

ENVIRONMENTAL REVIEW

Adoption of this policy is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 because it involves organizational and administrative activities that will not result in a direct or indirect physical change to the environment.

ATTACHMENT

Attachment A: Resolution No. 26R-12 Adopting a Social Media Policy

RESOLUTION NO. 26R-12

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BIGHORN DESERT VIEW WATER AGENCY
ADOPTING A SOCIAL MEDIA POLICY**

WHEREAS, the Agency provides public information regarding its operations, water service, water quality, conservation, emergency conditions, public meetings, employment opportunities, and Board activities;

WHEREAS, the Agency must communicate in a manner that supports transparency while complying with the Ralph M. Brown Act, the California Public Records Act, applicable records-retention requirements, privacy rules, employment laws, and other legal obligations that apply to California public agencies;

WHEREAS, the Board supports a conservative, one-way communication approach to reduce legal, operational, and reputational risk; preserve consistency in public messaging; and avoid social media activity that could be interpreted as public deliberation, customer-service intake, political advocacy, or an official response outside approved Agency channels.

NOW, THEREFORE, BE IT RESOLVED, that the Board adopts the following:

SOCIAL MEDIA POLICY:

SECTION 1 – PURPOSE

- a) Provide clear and accurate information about Agency business, services, meetings, emergencies, water quality, and conservation.
- b) Follow California laws that apply to public agencies, including open meeting, public records, privacy, labor, and public resource rules.
- c) Use social media mainly to share notices and information, not to debate issues, make decisions, receive complaints, or handle customer accounts.
- d) Protect public trust by keeping Agency communications professional, respectful, nonpartisan, and consistent.

SECTION 2 – AUTHORIZED USE

- a) Only the General Manager, or a person approved in writing by the General Manager, may create, access, post to, edit, or manage official Agency social media accounts.
- b) Agency social media may be used only for official Agency business.
- c) Agency social media shall not be used for personal opinions, campaign activity, private business, commercial endorsements, or matters outside the Agency's authority.
- d) Login information shall be kept secure and reviewed when staff roles change or security concerns arise.

SECTION 3 – COMMUNICATION MODEL

- a) Agency social media should be used as a one-way information tool whenever possible.
- b) Posts should direct the public to official Agency channels, such as the office, website, agenda postings, phone number, or official email.
- c) The Agency shall not use social media to debate issues, resolve disputes, make policy decisions, or provide customer account service.
- d) If a response is needed, it should be brief and direct the person to contact the Agency through an official channel.

SECTION 4 – APPROVED PLATFORMS

- a) Facebook
- b) Instagram
- c) LinkedIn
- d) Nextdoor
- e) X

SECTION 5 – CONTENT STANDARDS

- a) Approved posts may include service updates, outages, water quality notices, conservation information, meeting reminders, construction impacts, office closures, emergency notices, job announcements, and general Agency news.
- b) Posts shall be factual, professional, nonpartisan, and written in plain language.
- c) Posts shall not include confidential customer, personnel, medical, legal, security, closed-session, or other nonpublic information.
- d) Agency social media shall not support or oppose political candidates, ballot measures, private businesses, vendors, contractors, or personal causes unless legally authorized and approved.
- e) Photos, videos, maps, graphics, and documents may be used only when the Agency has the right to use them and they do not share private or unsafe information.
- f) Comply with copyright laws and properly cite sources of information.

SECTION 6 – JOB POSTINGS

- a) Job postings allowed as announcements only
- b) Direct applicants to official application process
- c) No applications or discussions on social media

SECTION 7 – PUBLIC INTERACTION

- a) Comments and interactive features should be turned off when possible.
- b) If comments cannot be turned off, the Agency may choose not to respond except to direct the person to official contact methods.

- c) The Agency shall not handle account questions, service requests, claims, personnel matters, public records requests, or Board public comment through social media.
- d) If comments are removed or hidden, the Agency shall apply rules fairly and without regard to viewpoint.
- e) The General Manager may consult legal counsel before removing comments, blocking users, or changing public access settings.

SECTION 8 – CUSTOMER SERVICE

- a) Social media shall not be used for service requests, billing questions, water quality complaints, leak reports, shutoff concerns, claims, public records requests, job applications, or urgent customer matters.
- b) Posts should direct customers to the Agency office, phone number, official email, website, after-hours emergency number, or other approved contact methods.
- c) Customers should not post account numbers, addresses, phone numbers, payment information, medical information, or other private information on social media.

SECTION 9 – BROWN ACT

- a) Board members shall not use social media to discuss, debate, build agreement, or take action on Agency business outside a properly noticed public meeting.
- b) Board members should not respond to another Board member's social media post about Agency business, including by liking, sharing, commenting, or using reactions.
- c) Social media posts do not replace agenda posting, public notices, public comment, Board discussion, or official Board action.
- d) Questions about Brown Act risk should be referred to the General Manager and, when needed, legal counsel.

SECTION 10 – PUBLIC RECORDS

- a) Agency social media content about public business may be a public record.
- b) The Agency shall keep social media records as required by law and the Agency's records-retention schedule.
- c) The Agency should not rely only on the social media platform to save records. Screenshots, exports, or archives may be used when appropriate.
- d) Public records requests received through social media should be sent to the Agency's official public records request process.

SECTION 11 – EMPLOYEE CONDUCT

- a) Employees may not speak for the Agency on social media unless authorized by the General Manager or designee.
- b) Employees shall not post confidential, private, privileged, security-sensitive, or nonpublic Agency information.

SECTION 12 – EMERGENCY USE

- a) Agency social media may be used during emergencies to share urgent notices, service updates, water quality notices, safety information, and directions to official information sources.
- b) Emergency posts should be brief, accurate, and updated as verified information becomes available.
- c) Social media does not replace required legal notices, direct customer notices, emergency coordination, or other required communication steps.

SECTION 13 – IMPLEMENTATION

- a) The General Manager is responsible for carrying out this policy, approving account access, assigning posting duties, and keeping account access secure.
- b) The General Manager may create procedures, response language, posting checklists, records practices, and staff training to support this policy.
- c) The Agency may suspend, deactivate, combine, or discontinue any social media account when needed to protect the Agency or reduce risk.
- d) This policy may be reviewed and updated as laws, technology, platform rules, or Agency needs change.

PASSED AND ADOPTED

Adopted by the Board of Directors on August 11, 2026, by the following vote:

AYES:

NOES:

ABSENT:

President, Board of Directors

Attest:

Secretary of the Board

Agency Seal

**BIGHORN-DESERT VIEW WATER AGENCY
AGENDA ITEM STAFF REPORT**

Meeting Date: August 11, 2026

Prepared By: Jennifer Cusack, General Manager

Agenda Item: Resolution 26R-13 Approve a Revised and Restated Employee Handbook.

RECOMMENDATION

Adopt Resolution 26R-13 approving the revised and restated Employee Handbook and authorizing its implementation effective 8/12/2026.

BACKGROUND

This item has been reviewed by the Finance/Public Relations/Education/Personnel committee and is being brought to the Board for consideration.

The Agency's Employee Handbook serves as the primary reference document for personnel policies, employee expectations, workplace standards, benefits, and employment practices. Periodic review and revision of the Handbook are necessary to ensure compliance with changes in federal and California employment laws, administrative regulations, and Agency operational practices.

Agency staff and legal counsel conducted a comprehensive review of the existing Handbook and updated policies where necessary to improve clarity, consistency, legal compliance, and administrative efficiency. The Handbook has also been reorganized to improve usability and understanding by employees and supervisors.

The revised Employee Handbook includes updates designed to:

- Ensure compliance with current California and federal employment laws.
- Clarify employee rights and responsibilities.
- Promote a safe, respectful, and productive workplace.

FISCAL IMPACT

No fiscal related changes are being proposed.

LEGAL REVIEW

The revised Employee Handbook has been reviewed for consistency with applicable California and federal employment laws and current personnel practices. Adoption of the Handbook will assist the Agency in maintaining compliance and reducing organizational risk.

ATTACHMENTS

Resolution No. 26R-13
Updated Employee Handbook (Redlined)

RESOLUTION NO. 26R-13

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BIGHORN-DESERT VIEW WATER AGENCY
ADOPTING A REVISED AND RESTATED EMPLOYEE HANDBOOK
AND AUTHORIZING ITS IMPLEMENTATION**

WHEREAS, the Bighorn-Desert View Water Agency ("Agency") is committed to maintaining personnel policies and employment practices that are fair, consistent, and compliant with applicable federal and California laws; and

WHEREAS, the Agency periodically reviews and updates its Employee Handbook to reflect changes in law, personnel practices, operational requirements, and organizational needs; and

WHEREAS, Agency staff have completed a comprehensive review of the Employee Handbook and prepared revisions intended to improve policy clarity, consistency, and legal compliance; and

WHEREAS, the revised Employee Handbook includes updates related to employee leave provisions, workplace conduct standards, safety requirements, workplace violence prevention, technology use, employee benefits administration, and other personnel policies; and

WHEREAS, the Board of Directors has reviewed the revised Employee Handbook and finds that adoption of the Handbook is in the best interests of the Agency and its employees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bighorn-Desert View Water Agency approves the attached revised and restated Employee Handbook effective August 12, 2026.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Bighorn-Desert View Water Agency at a regular meeting held on the 11th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Directors

ATTEST:

Secretary of the Board

Agency Seal

BIGHORN-DESERT VIEW WATER AGENCY



EMPLOYEE HANDBOOK

ADOPTED AUGUST 9, 2022

REVISED ~~MAY 14, 2024~~ AUGUST 11, 2026

RESOLUTION NO. 26R-XX- ~~24R-07~~

Table of Contents

ARTICLE 1.0	GENERAL STATEMENTS.....	<u>57</u>
1.1	SHORT TITLE	<u>57</u>
1.2	WORDS AND PHRASES	<u>57</u>
1.3	SEPARABILITY	<u>57</u>
1.4	EFFECTIVE DATE	<u>57</u>
1.5	SUBSEQUENT REVISIONS	<u>57</u>
ARTICLE 2.0	INTRODUCTORY POLICIES.....	<u>68</u>
2.1	INTRODUCTORY STATEMENT	<u>68</u>
2.2	INTEGRATION CLAUSE AND THE RIGHT TO REVISE	<u>68</u>
2.3	EQUAL EMPLOYMENT OPPORTUNITY	<u>68</u>
2.4	EQUAL PAY ACT POLICY	<u>79</u>
2.5	POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION	<u>79</u>
2.6	REASONABLE ACCOMMODATION	<u>1416</u>
ARTICLE 3.0	EMPLOYMENT POLICIES AND PRACTICES.....	<u>2123</u>
3.1	AT-WILL EMPLOYMENT	<u>2123</u>
3.2	NEW HIRES	<u>2123</u>
3.3	REGULAR EMPLOYEES	<u>2224</u>
3.4	REGULAR FULL-TIME EMPLOYEES	<u>2224</u>
3.5	REGULAR PART-TIME EMPLOYEES	<u>2224</u>
3.6	TEMPORARY EMPLOYEES	<u>2224</u>
3.7	JOB DUTIES	<u>2325</u>
3.8	WORK SCHEDULES	<u>2325</u>
3.9	MEAL AND REST PERIODS	<u>2325</u>
3.10	PERSONNEL RECORDS	<u>2325</u>
3.11	EMPLOYEE REFERENCES AND VERIFICATIONS OF EMPLOYMENT	<u>2527</u>
3.12	PERFORMANCE EVALUATIONS	<u>2527</u>
3.13	GRIEVANCE PROCEDURE	<u>2628</u>
3.14	EMPLOYMENT OF RELATIVES	<u>2830</u>
3.15	CONFLICTS OF INTEREST	<u>2931</u>
3.16	REDUCTIONS IN FORCE	<u>2931</u>
3.17	TERMINATION AND PROGRESSIVE DISCIPLINE	<u>3032</u>
3.18	VOLUNTARY TERMINATION	<u>3234</u>
3.19	EXPENSES	<u>3234</u>
3.20	WEAPONS/ANTI-VIOLENCE	<u>3234</u>
3.21	NON-EXEMPT EMPLOYEE USE OF COMMUNICATION DEVICES	<u>3436</u>
3.22	TELEWORKING POLICY	<u>3436</u>
3.23	REIMBURSABLE EXPENSES FOR CERTAIN TELEWORKING EMPLOYEES...	<u>4042</u>
ARTICLE 4.0	SALARY AND WAGE ADJUSTMENTS.....	<u>4244</u>
4.1	SALARY RANGE AND STEP SCHEDULE	<u>4244</u>
4.2	SALARY ADJUSTMENTS	<u>4244</u>
4.3	OTHER SALARY ADJUSTMENTS	<u>4244</u>
4.4	OVERTIME	<u>4244</u>

4.5	OPERATIONS STANDBY	4345
4.6	COMPENSATORY TIME	4446
4.7	PAYMENT OF WAGES	4446
4.8	ADVANCES	4547
4.9	SPECIAL ASSIGNMENT COMPENSATION	4547
ARTICLE 5.0 STANDARDS OF CONDUCT		4648
5.1	PROHIBITED CONDUCT	4648
5.2	DRUG AND ALCOHOL POLICY	4749
5.3	OFF-DUTY CONDUCT	5052
5.4	OUTSIDE EMPLOYMENT	5153
5.6	PERSONAL STANDARDS	5254
5.7	CUSTOMER RELATIONS	5355
5.8	CONFIDENTIALITY	5355
5.9	BUSINESS CONDUCT AND ETHICS	5355
5.10	FRAUD IN THE WORKPLACE	5355
ARTICLE 6.0 OPERATIONAL CONSIDERATIONS		6264
6.1	EMPLOYER PROPERTY	6264
6.2	USE OF AGENCY ELECTRONIC RESOURCES	6264
6.3	OFF-DUTY USE OF AGENCY'S FACILITIES AND PROPERTY	6466
6.4	HEALTH AND SAFETY; EMERGENCY CONDITION	6466
6.5	HOUSEKEEPING	6567
6.6	SOLICITATION AND DISTRIBUTION OF LITERATURE	6567
6.7	EMPLOYEE USE OF SOCIAL MEDIA/ONLINE NETWORKING PLATFORMS	6567
ARTICLE 7.0 EMPLOYEE LEAVES		6870
7.1	HOLIDAYS	6870
7.2	VACATIONS	6870
7.3	SICK LEAVE	7072
7.4	OTHER LEAVES OF ABSENCE	7375
7.5	CALIFORNIA FAMILY RIGHTS ACT LEAVE POLICY	7375
7.6	LEAVE BECAUSE OF PREGNANCY, CHILDBIRTH, OR RELATED MEDICAL CONDITION	8587
7.7	BEREAVEMENT LEAVE	8688
7.8	MILITARY LEAVE	8688
7.9	JURY DUTY LEAVE	8789
7.10	OTHER COURT OR ADMINISTRATIVE PROCEEDING APPEARANCES	8789
7.11	LEAVE FOR VICTIMS OF QUALIFYING ACT OF VIOLENCE	8994
7.12	TIME OFF FOR VOTING	9294
7.13	CHILD SUSPENSION LEAVE	9294
7.14	SCHOOL-RELATED LEAVE: SCHOOL OR LICENSED DAY CARE ACTIVITY LEAVE	9395
ARTICLE 8.0 EMPLOYEE BENEFITS		9496
8.1	HEALTH INSURANCE	9496
8.2	DISABILITY INSURANCE	9496
8.3	UNEMPLOYMENT COMPENSATION	9496

8.4	RETIREMENT PLAN	<u>94</u> <u>96</u>
8.5	SPECIAL COMPENSATION - UNIFORM ALLOWANCE.....	<u>94</u> <u>96</u>
8.6	EMPLOYEE OUTSIDE ACTIVITIES	<u>95</u> <u>97</u>
8.7	STUDENT LOAN ASSISTANCE BENEFIT	<u>96</u> <u>98</u>
8.8	RECREATIONAL ACTIVITIES AND PROGRAMS.....	<u>97</u> <u>99</u>
8.9	WORKERS' COMPENSATION.....	<u>97</u> <u>99</u>
8.10	DEFINITION OF DOMESTIC PARTNER.....	<u>98</u> <u>100</u>
	ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF EMPLOYEE HANDBOOK.....	<u>99</u> <u>101</u>
	APPENDICES A - D	<u>100</u> <u>102</u>
	APPENDIX A.....	<u>101</u> <u>103</u>
	APPENDIX B.....	<u>102</u> <u>104</u>
	APPENDIX C.....	<u>103</u> <u>105</u>
	APPENDIX D.....	<u>104</u> <u>106</u>

ARTICLE 1.0 GENERAL STATEMENTS

1.1 SHORT TITLE

This resolution shall be known as “The Bighorn-Desert View Water Agency Employee Handbook” (“Employee Handbook” or “Handbook”).

1.2 WORDS AND PHRASES

For the purpose of this Employee Handbook, all words used herein in the present tense shall include the future tense; all words used in the plural shall include the singular; all words used in the singular shall include the plural; and all words used in the masculine gender shall include the feminine gender and vice versa.

1.3 SEPARABILITY

If any section, article, clause, or phrase of this Employee Handbook is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this Employee Handbook.

1.4 EFFECTIVE DATE

This Employee Handbook shall become effective upon the date of its adoption and shall supersede all other Resolutions, Policies, or Ordinances in conflict with the Employee Handbook.

1.5 SUBSEQUENT REVISIONS

That the Board of Directors of the Agency may, by resolution duly passed upon the affirmative vote of the majority of the members of the Board of Directors, modify and amend the Employee Handbook at any time and from time to time.

ARTICLE 2.0 INTRODUCTORY POLICIES

2.1 INTRODUCTORY STATEMENT

This Employee Handbook sets forth the terms and conditions of the “at will” employment of all full and part-time employees. Individual written employment contracts may supersede some of the provisions of this Handbook, except for Section 3.1, At-Will Employment. This Handbook is designed to familiarize every employee with the Agency’s policies applicable to employees. Supervisors or managers can answer any questions employees may have.

2.2 INTEGRATION CLAUSE AND THE RIGHT TO REVISE

The Agency reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this Handbook. All such revisions, modifications, deletions, or additions become effective immediately upon their adoption by the Agency Board of Directors. Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Handbook. This Handbook contains the terms and conditions of the employee’s “at will” employment. Nothing in this Employee Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. This Employee Handbook supersedes all prior employee handbooks and any other conflicting policies.

2.3 EQUAL EMPLOYMENT OPPORTUNITY

This Agency affords equal employment opportunity for all qualified applicants and employees to all terms of employment with the Agency, including, but not limited to, compensation, hiring, training, promotion, transfer, discipline, and termination. Agency policy prohibits unlawful discrimination against applicants and employees based on the applicant or employee’s race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), color, religious creed (including religious dress and grooming practices), sex, marital status, age (40 and over), national origin (including language use restrictions or because that person holds or presents the California Driver’s License issued to those who cannot document their lawful presence in the United States), ancestry, physical or mental disability, medical condition (including any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer, or a genetic characteristic), sexual orientation, gender, gender identity, gender expression, genetic information (including any request for, or receipt of genetic services, or participation in clinical research that includes genetic services by an individual or any family member of the individual, but does not include information about the sex or age of the individual), reproductive health decisions, including a decision to use or access a particular drug, device, product or

medical service for reproductive health, military and veteran status, ~~or~~ any other basis protected by applicable federal, state or local laws, or any combination of any of the foregoing characteristics. -Any employee or applicant who believes they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the Equal Employment Opportunity Commission ("EEOC"), or the Department of Civil Rights ("DCR"). Fair Employment and Housing ("DFEH").

2.4 EQUAL PAY ACT POLICY

The Agency follows all applicable state and federal laws requiring equal pay for employees who perform substantially similar work. Substantially similar work is work that is mostly similar in skill, effort, and responsibility, and performed under similar working conditions. The Agency prohibits paying an employee less than another employee of the opposite sex, of another race, or of another ethnicity who is performing substantially similar work. The Agency prohibits retaliation against any employee who invokes or assists in the enforcement of the Equal Pay Act. The Agency further prohibits retaliation against employees for inquiring about or discussing wages.

If employees believe they are not being paid the same wage as other employees engaged in substantially similar work of a different race, ethnicity or sex, or they are being retaliated against for inquiring about or discussing wages, they should report any concerns to the General Manager.

2.5 POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

A. Policy Statement

The Agency strictly prohibits harassment, discrimination, and retaliation because of an individual's protected classification; provided that an employee's own admission or acknowledgment of their own personal bias that was made in good faith as part of any bias mitigation training does not constitute a prohibited act. -Protected classification includes sex, gender, sexual orientation, gender identity, gender expression, genetic information, race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), color, religious creed (including religious dress and grooming practices), sex, marital status, age (40 and over), national origin (including language use restrictions or because that person holds or presents the California Driver's License issued to those who cannot document their lawful presence in the United States), ancestry, physical or mental disability, medical condition (including any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer, or a genetic characteristic), sexual orientation, gender, gender identity, gender expression,

genetic information (including any request for, or receipt of genetic services, or participation in clinical research that includes genetic services by an individual or any family member of the individual, but does not include information about the sex or age of the individual), reproductive health decisions, including a decision to use or access a particular drug, device, product or medical service for reproductive health, military and veteran status, any other basis protected by applicable federal, state or local laws, or any combination of any of the foregoing characteristics, This policy prohibits harassment, discrimination, or retaliation for the following reasons: (1) an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

B. Application

1. Scope of Policy

This policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, recruitment, selection, testing, hiring, placement, upgrading, promotion/demotion, transfer, layoff, recall, disciplinary action, termination, rates of pay, leave of absence, benefits, and training.

2. Covered Individual

This policy applies to all applicants for employment at the Agency; all elected or appointed officials of the Agency; all interns, volunteers, and contractors; and all employees of the Agency regardless of rank or title, including, but not limited to, full- and part-time employees, per diem employees, temporary employees, and persons working under contract for the Agency.

C. Purpose

The Agency is committed to preventing harassment, discrimination, and retaliation in the workplace. The Agency has zero tolerance for any conduct that violates this policy. Conduct need not violate either federal or state law in order to constitute a violation of this policy. A single act by an Agency employee may constitute a violation of this policy and provide sufficient grounds for the Agency to discipline the employee. This policy establishes a complaint procedure by which the Agency will investigate and resolve complaints of harassment, discrimination, and retaliation by and against Agency covered individuals. The Agency encourages all covered individuals to report any conduct that they believe violates this policy as soon as possible. The Agency expressly prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the investigation or complaint resolution process. Individuals found to have retaliated against an employee in violation of this

policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

D. Protected Activity

This policy prohibits harassment, discrimination, and retaliation because of an individual's protected activity. Protected activity includes, but is not be limited to, the following: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this policy; (4) opposing violations of this policy; or (5) participating in an investigation under this policy.

E. Harassment Defined

This policy prohibits harassment of a covered individual because of the individual's actual or perceived protected classification. Harassment includes, but is not limited to, the following conduct:

1. Verbal acts, such as derogatory, offensive or inappropriate speech, such as epithets, slurs or stereotypical comments, or verbal propositions made on the basis of the individual's protected classification. This includes, but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, and race.
2. Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes, but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
3. Visual acts, such as derogatory, offensive or inappropriate, posters, cartoons, emails, pictures or drawings related to a protected classification.
4. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

F. Discrimination Defined

This policy prohibits treating a covered individual differently and adversely because of the individual's actual or perceived protected classification; because the individual associates with

a person who is or is perceived to be a member of a protected classification; or because the individual participates in a protected activity as defined in this policy.

G. Retaliation Defined

Retaliation occurs when an employer takes adverse action against a covered individual because of the individual's protected activity as defined in this policy. "Adverse action" may include, but is not limited to, the following actions: (1) disciplinary action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in the investigation; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

H. Complaint Procedure

1. Proactive Approach

The Agency takes a proactive approach to potential policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation occurred or may be occurring, regardless of whether the recipient or third party reports a potential violation.

2. Internal Reporting Procedure

A covered individual who believes they have been subjected to harassment, discrimination, or retaliation in violation of this policy may make a complaint, either orally or in writing, to any supervisor, manager, or the General Manager, without regard to any chain of command. [If the complaint relates to the General Manager, the complaint shall be made to the President of the Board of Directors.](#)

Additionally, any supervisors or managers who receive a complaint of, observe, or otherwise become aware of harassment, discrimination, or retaliation in violation of this policy, should immediately report it, preferably in writing, to the General Manager. [If the complaint relates to the General Manager, the complaint shall be reported to the President of the Board of Directors.](#)

3. External Reporting Procedure

A covered individual who believes they have been subjected to harassment, discrimination, or retaliation may file a complaint with the [Equal Employment Opportunity Commission \("EEOC"\)](#) and/or the [DCR. California Department of Fair Employment and Housing \("DFEH"\)](#). These administrative agencies provide a complaint process as well as certain legal remedies if the

applicable agency determines that a violation of the law occurred. The nearest EEOC and [DCR DFEH](#) offices are [available listed on the internet, and in the phone book under government agencies](#). —Employees may also check the posters that are located on Agency bulletin boards for EEOC and [DCR DFEH](#) office locations and telephone numbers.

I. Internal Complaint and Investigation Procedure

Upon receiving notification of a complaint regarding harassment, discrimination, or retaliation, the General Manager or a qualified internal or outside investigator designated by the General Manager will complete the following steps:

1. Provide the complainant with a copy of this policy, and notify the complainant in a timely manner that their complaint has been received and will be investigated.
2. Authorize and supervise a fair, timely, and thorough investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with the following individuals: (1) the complainant; (2) the accused (e.g., the subject of the investigation); (3) witnesses to the conduct at issue in the complaint; and (4) other persons who have relevant knowledge concerning the allegations in the complaint.
3. Review the factual information gathered during the investigation to determine whether the alleged conduct violated the policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
4. Prepare a summary report of the determination as to whether the conduct violated this policy and provide such report to the Board of Directors.
5. If conduct in violation of this policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
6. Notify complainant and accused of the completion of the investigation and the results of the investigation in general terms.
7. Take reasonable steps to protect the complainant from further harassment, discrimination, and/or retaliation.

In the event the harassment, discrimination, or retaliation complaint is against the General Manager, the Board of Directors shall be responsible for oversight of the investigation.

J. Confidentiality

All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

The Agency will make every effort to assure the confidentiality of complaints made under this policy to the greatest extent allowed by law. However, complete confidentiality may not be possible because of the Agency's need to investigate the complaint and the due process rights of the subject of the complaint.

The Agency expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.

An employee may discuss their interview with a designated representative the employee's legal representative. The Agency will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

K. Employee Responsibilities

Each non-supervisor or non-manager employee is responsible for the following:

1. Treating all individuals in the workplace or on Agency worksites with respect and consideration.
2. Modeling behavior that conforms to this policy.
3. Participating in periodic trainings on personnel matters, [including, but not limited to, required sexual harassment prevention training](#).
4. Cooperating with the Agency's investigations pursuant to this policy by responding fully and truthfully and in a timely manner to all questions posed during the investigation.
5. Taking no actions to influence the complainant or any potential witness while the Agency's investigation is ongoing.

6. Reporting any act they believes in good faith constitutes harassment, discrimination, or retaliation as defined in this policy, to their immediate supervisor or manager, any supervisor or manager, or the General Manager.

In addition to the responsibilities listed above, each manager and supervisor employee is responsible for the following:

1. Informing employees under their supervision of this policy.
2. Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including, but not limited to, monitoring the work environment and taking immediate and appropriate action to stop violations (e.g., removing inappropriate pictures or correcting inappropriate language).
3. Receiving and responding to complaints in a uniformly fair and serious manner.
4. Documenting the steps taken to resolve such complaints.
5. Following up with those who have complained to confirm that the offensive conduct about which they complained has stopped and that there have been no reprisals or retaliation or threats of reprisals or retaliation.
6. Informing those who complain about harassment, discrimination, and/or retaliation of their option to contact the EEOC or [DCR DFEH](#) and file a complaint about such activity.
7. Assisting and/or advising employees regarding this policy.
8. Assisting in the investigation of complaints involving subordinate employee(s).
9. Where a complaint is substantiated, assisting in the development of a recommendation concerning an appropriate corrective or disciplinary action in accordance with these policies.
10. Implementing appropriate corrective or disciplinary actions.
- [11.](#) Reporting potential violations of this policy to the General Manager, regardless of whether an employee complained about such conduct.
- ~~41.12.~~ [Participating in periodic trainings on personnel matters, including, but not limited to, required sexual harassment prevention training](#)
- ~~42.13.~~ Scheduling employees for training.

2.6 REASONABLE ACCOMMODATION

Absent undue hardship or direct threats to the health and safety of employee(s), the Agency provides employment-related reasonable accommodations to the following employees and applicants for employment:

1. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if ~~she~~the employee so requests, and with the advice of ~~her~~the employee's health care provider;
3. Employee victims of ~~domestic~~a qualifying act of violence as defined in Section 7.11;~~sexual assault, or stalking to promote the safety of the employee victim while at work~~; and
4. Employees who request reasonable accommodation to address a conflict between religious belief, practice, or observance and any employment requirement.

A. Reasonable Medical Documentation and Certification

1. For a Reasonable Accommodation

If the disability or the need for reasonable accommodation is not obvious, the Agency may require the individual requesting such accommodation to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the Agency will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; and (3) pursue the interactive process only to the extent that the request is consistent with the documentation provided.

2. For a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the Agency will provide the employee with notice of the need for a medical certification within two (2) business days after the employee's request for accommodation. A medical certification confirming the need for a

reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

3. For a Victim of a Qualifying Act of Domestic Violence, Sexual Assault, or Stalking

An employee who is a victim of domestic-a qualifying act of violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:

- A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- A certification demonstrating the employee's status as a victim of a qualifying act of domestic-violence as specified in Section 7.11, below, which can include: ,sexual assault, or stalking, which can be in the form of: (a) a police report indicating the employee's victim status; (b) a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or (c) documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an-a qualifying act of domestic-violence, sexual assault, or stalking.

B. Fitness for Duty Examinations: Authorization for Use of Medical Information

During the course of a fitness for duty examination, the Agency will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

1. Fitness for Duty Examinations: Applicants

After the Agency extends a conditional offer of employment to an applicant, the Agency may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of the agency, and required of all applicants for the job classification. The Agency will notify an applicant or employee who is required to pass a medical and/or psychological examination of their right to obtain a second opinion at their expense and that they may submit such second opinions for consideration.

2. Fitness for Duty Examinations: Current Employee

The General Manager may require an employee to submit to a fitness for duty examination in order to determine whether the employee has a disability and is able to perform the essential functions of their job when there is significant evidence of the following:

- The employee's ability to perform one or more essential functions of their job has declined; or
- Could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.

3. Fitness for Duty Examinations: Role of Health Care Provider

The Agency may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request an Agency-selected health care provider to do so at the Agency's expense. The Agency will allow an employee paid time off to attend the exam. The Agency will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the Agency with non-confidential information regarding whether:

- The applicant or employee has a disability within the meaning of the FEHA;
- The applicant or employee is fit to perform essential job functions;
- Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- There are any reasonable accommodations that would enable the employee to perform essential job functions; and
- The employee's continued employment poses a threat to the health and safety of themselves or others.

Should the health care provider exceed the scope of the Agency's request and provide confidential health information, without valid consent of the applicant or employee, the Agency will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the Agency has requested.

4. Fitness for Duty Examinations: Medical Information from the Employee or Applicant

If an employee or applicant submits medical information to the Agency from their own health care provider, the General Manager will not forward that information on to the health care provider who conducted the examination for the Agency, without the employee or applicant's written authorization. Upon receipt of the written authorization, the General Manager will request the Agency-paid health care provider to determine whether the information alters the original fitness for duty assessment.

C. Interactive Process

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the General Manager will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, if any. The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The General Manager will document these communications in writing. The General Manager will initiate the interactive process when:

- An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
- The Agency otherwise becomes aware of the need for an accommodation through a third party (e.g., a doctor's note requesting an accommodation), or by observation of the employee's work;
- The Agency becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, California Family Rights Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;
- An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider;
- An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
- An employee-victim of domestic-a qualifying act of violence; ~~sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;~~

- An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- An employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

1. Potential Accommodations for Applicants or Employees with Disabilities

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The Agency will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to, the following:

- Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including, but not limited to, the following: acquisition or modification of equipment or devices; adjustment or modifications of examinations, training materials or policies; and/or the provision of qualified readers or interpreters;
- Job restructuring;
- Part-time or modified work schedules;
- Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;
- Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;
- Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or
- Reassignment to a temporary position, if the individual agrees.

2. Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification

applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to, the following:

- Transfer to a less strenuous or hazardous position for the duration of the pregnancy;
- Change in or restructuring of work duties, such as modifying lifting requirements;
- Providing more frequent breaks;
- Providing seating;
- Time off for medical appointments; and
- Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four (4) month pregnancy disability leave entitlement.

3. Potential Accommodations for Employee-Victims of Domestic—a Qualifying Act of Violence, Sexual Assault, or Stalking

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the Agency will consider the exigent circumstance or danger facing the employee. The Agency will consider the preferences of the employee to be accommodated, but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to, the following:

- Transfer, reassignment, modified schedule;
- Change in work telephone number;
- Change in location of work station;
- Installation of locks;
- Assistance in documenting domestic—the qualifying act of violence;—sexual assault, stalking, or a crime that occurs in the workplace;

- The implementation of a safety procedure(s);
- Adjustment to job structure, workplace facility, or work requirement; and
- Referral to a victim assistance organization.

4. Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief, practice, or observance and any employment requirement. The Agency will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to, the following:

- Job restructuring or job reassignment (but not segregation from other employees or the public);
- Modification of work practices, including dress or grooming;
- Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances; and
- Allowing alternatives to union membership or payment of union dues.

5. Determination

After the interactive process communications, the General Manager will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on the Agency finances or operations. The General Manager will inform the applicant or employee of their determination in writing. The General Manager will use their discretion based upon the particular facts of each case.

6. Access to Medical Information Regarding Fitness for Duty

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the General Manager, the [General Manager's Agency's](#) legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to federal and state law.

ARTICLE 3.0 EMPLOYMENT POLICIES AND PRACTICES

3.1 AT-WILL EMPLOYMENT

[Unless otherwise specified in an employment contract,](#) Agency personnel are employed on an at-will basis (only employees hired prior to December 20, 2005, are not “at will”). This means that employment may be terminated with or without cause, and with or without notice, at any time by either the employee or the Agency. Nothing in this Handbook shall limit the right to terminate at-will employment, with or without cause, or prior notice. No individual Board member, manager, supervisor, or employee of the Agency has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than “at-will” employment. Only the General Manager of the Agency has the authority to make an agreement for other than “at-will” employment, which is binding on the Agency only if it is in writing and approved by the Board of Directors.

3.2 NEW HIRES

After an offer of employment has been made and prior to the commencement of employment duties, a prospective employee for any position with the Agency may be examined by a medical doctor, designated by the Agency, to determine the prospective employee’s ability to perform the physical activity requirements of the job. Additionally, the Agency will require prospective employees to submit to and pass a drug and/or alcohol screening test at the time of the physical examination if they will be assigned to a “safety-sensitive” position as set forth in Section 5.2, the Agency Drug and Alcohol Policy.

Upon successful completion of the required physical examination, the supervisor of each newly hired employee will administer an orientation process. The orientation process is designed to familiarize each newly hired employee with the Agency’s practices, policies, and benefit plans. It includes their initial safety training, initial job training, the completion of required forms and documents, and any other ~~job-related~~[job-related](#) information. A checklist of the topics covered in the orientation process must be completed by the newly hired employee, signed by the

employee and their supervisor, and will be maintained as part of the employee's personnel records.

The first ninety (90) days' of continuous employment at the Agency is considered a probationary training period ("Training Period"). ~~During the Training Period, training employees do not accrue and are not eligible for benefits described in this Handbook, unless required by law.~~ During this time, employees will learn their job responsibilities and get acquainted with fellow employees and surroundings. Also, during this time, supervisors will closely monitor the training employees' job performance. Upon completion of the Training Period, the General Manager will review the employee's overall job performance. Completion of the Training Period does not entitle an employee to remain employed by the Agency for any defined period of time as employment is "at will". Both the employee and the Agency are free, at any time, to end the employment relationship during or after the Training Period, consistent with the employee's at-will employment. ~~After completion of the Training Period, eligible employees will receive the benefits described in this Handbook, unless previously required by law.~~

3.3 REGULAR EMPLOYEES

Employees who have successfully completed their Training Period shall be known as "regular" employees. Such employees may be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works per ~~workweek~~work week.

3.4 REGULAR FULL-TIME EMPLOYEES

Regular full-time employees are those normally scheduled to work 40 hours per workweek. ~~Following the completion of the Training Period, regular full-time employees are eligible for the employee benefits described in this handbook, unless previously required by law.~~

3.5 REGULAR PART-TIME EMPLOYEES

Regular part-time employees are those employees normally scheduled to work less than 40 hours per workweek. Regular part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Regular part-time employees are eligible for employee benefits only as expressly provided for in this Handbook.

3.6 TEMPORARY EMPLOYEES

Temporary employees are those employed for short-term assignments. -Temporary employees are not eligible for employee benefits except where mandated by applicable law. -The physical examination for temporary employees may be waived by the General Manager.

3.7 JOB DUTIES

During the Training Period, a co-worker and/or supervisor will be assigned to explain the job responsibilities and the performance standards expected of the newly hired. (See Appendix A - Job Classification Descriptions). -Within the parameters of the job classification, the employee's job responsibilities may change at any time during employment. -From time to time, employees may be asked to work on special projects or to assist with other work necessary or important to the operation of the Agency. -The employee's cooperation and assistance in performing such additional work is an expected job responsibility. -The Agency reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities for any employee.

3.8 WORK SCHEDULES

~~The Agency's office is normally open for business between the hours of 8:00 a.m. and 4:30 p.m., Monday through Thursday.~~ The General Manager will assign the employees' work schedules, to best accommodate the needs of the Agency. Normal work schedules may be adjusted with the written approval of the General Manager.

All employees are expected to be ready to work at the start of their scheduled shifts. -If for some reason an employee is unable to be at work when their shift begins, they are required to notify their supervisor at least ~~one-one~~ half hour before their scheduled reporting time, and failure to do so may result in disciplinary action by the Agency. Exchanging work schedules with other employees is strongly discouraged. However, if employees believe it is necessary for them to exchange schedules, they may make a request to their supervisor, who may or may not authorize such an exchange.

3.9 MEAL AND REST PERIODS

Overtime eligible employees are provided with an unpaid meal period of thirty (30) minutes, to be taken approximately in the middle of the workday. -Employees are allowed paid ~~tenfifteen~~ minute rest periods for every four hours of work. Rest periods may not be combined to shorten the workday or to extend the meal period. -Employees shall take meal and rest periods at a time designated by the employee's supervisor.

3.10 PERSONNEL RECORDS

A. Confidential Files

The Agency maintains a personnel file on each employee. Personnel files contain confidential information related to an employee's employment, compensation, education, training (including employee name, training provider's name, duration and date of any training, core competencies

[of any training, any skills in equipment or software and any resulting certification or qualification\) and job performance.](#) Files are kept for at least three years after separation of employment. A personnel file will contain only material that the Agency deems necessary and relevant or that is required by law. Personnel files are the property of the Agency, and access to the information they contain is restricted to protect employee privacy interests.

B. Notification of Changes

Each employee is responsible to promptly notify the General Manager or designee of any changes in their contact and benefits information, including: mailing address; telephone number; persons to contact in emergency; and number and names of dependents.

C. Access to Applicant of Employee Medical Information

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. -Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Agency business reasons, as determined in the Agency's sole discretion, or if access is required by law, subpoena, or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

D. Employee Access to Personnel File

1. **Inspection of File:** -A current employee may inspect their own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. -A former employee is entitled to inspect their personnel records one time per year. A current or former employee and/or their representative, who wishes to review their personnel file should make a written request to the General Manager. The inspection must occur in the presence of the General Manager or designee and: (1) at a location where the employee works and at a time other than the employee's work time; or (2) at another agreed upon location without loss of compensation to the employee.
2. **Copies:** -A current or former employee is entitled to receive a copy of their personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the General Manager or designee in writing. The Agency may charge a fee for the actual cost of copying.
3. **Representative's Inspection:** -If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide

the person/representative with written authorization. The General Manager or designee will notify the employee and/or representative of the date, time, and place of the inspection in writing.

4. No Removal of File Documents: -No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.
5. Limitations on Access or Copying of Personnel File: -Prior to making a copy of personnel records or allowing inspection, the Agency may redact the names of nonsupervisory employees. Under no circumstances will the Agency provide access or copying of the following categories of personnel file documents: (1) records relating to the investigation of a possible criminal offense; (2) letters of reference; and (3) ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

3.11 EMPLOYEE REFERENCES AND VERIFICATIONS OF EMPLOYMENT

All requests for references and verifications of employment must be directed to and approved by the General Manager or designee. -No other Agency manager, supervisor, or employee is authorized to provide references or verifications of employment for current or former employees. In response to a reference request or a verification of employment for a current or former employee, the Agency will only disclose the employee's dates of employment and the title of the last position the employee held. -If an employee authorizes such disclosure in a written waiver, the Agency will also provide a prospective employer with the information on the employee's amount of salary or wage last earned.

3.12 PERFORMANCE EVALUATIONS

Employees will receive periodic performance evaluations. -The evaluation will be conducted by the supervisor who will discuss it with the employee. -An employee's first performance evaluation will be upon completion of the midway point of the Training Period, and their second performance evaluation will be upon completion of the Training Period. After that evaluation, performance evaluations will generally be conducted annually, on or about the anniversary date of employment with the Agency. The frequency of performance evaluations will occur as the Agency deems necessary and may vary depending upon length of service, job position, past performance, changes in job duties, performance problems, and/or the Agency's operational needs. Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude and attitude toward others. -The

performance evaluation is intended help every employee become aware of their progress, areas for improvement, and objectives or goals for future work performance.

After the review, employees will be required to sign the performance evaluation report to acknowledge that it has been presented to them, and reviewed and discussed with them by their supervisor and that they are aware of its contents. -The employee's signature shall not mean that they endorse the contents of the performance evaluation. -Positive performance evaluations do not guarantee increases in salary or promotions. -Salary increases and promotions are solely within the discretion of the Agency, and depend upon many factors in addition to performance.

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. -Instead, the employee may comment on the evaluation in a written statement, which will then be placed with the evaluation in the employee's personnel file. -The written statement must be submitted within ten days after the employee receives the evaluation.

3.13 GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a means by which employee grievances may be considered, discussed, and resolved at the closest possible level to the point of origin. A grievance is any dispute concerning the interpretation or application of the rules or regulations governing personnel practices or working conditions, or of the practical consequences of a decision on wages, hours, and other terms and conditions of employment and that contains all of the information listed in the "Statement of the Grievance" below. -The grievance procedure cannot be utilized to challenge the content of a performance evaluation. -A concern is not a grievance unless the affected employee is able to state each of the following: (1) the date of the alleged violation; (2) the specific provision(s) of these policies that were allegedly violated; (3) a description of all facts regarding how the alleged violation occurred; (4) and a list of all persons who are witnesses or are involved. -The grievant must include all of the preceding information in a Statement of the Grievance, which must be signed by the employee filing the grievance to certify that it is filed in good faith.

Grievances shall be waived for all purposes if not presented to the supervisor within ten working days from the date the aggrieved employee knew, or, in the Agency's sole discretion, by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based. -Grievances shall be presented in accordance with the procedures set forth below. -The time period for review of the grievance may be extended at any level of the procedure by mutual written consent of the employee and General Manager or designee.

- A. **INFORMAL PROCEDURE:** -An employee with a grievance shall first discuss it with their immediate supervisor without delay. -If the grievance is not resolved to the

employee's satisfaction, the employee may discuss the grievance with the supervisor's immediate superior. -Every effort shall be made to resolve the grievance through the informal procedure.

- B. FORMAL PROCEDURE: -If the employee believes the informal procedure did not successfully resolve the employee's grievance, the employee may avail themselves of this formal procedure by submitting a written Statement of the Grievance within five working days of receipt of the final outcome in the informal procedure as follows:

- GENERAL MANAGER REVIEW: -If the employee does not agree with the decision, or if no answer has been received within six (6) working days of the first (1st) level meeting, the employee may forward the original appeal in writing to the General Manager. Failure of the employee to take further action within ten (10) working days after receipt of the first level decision, or within a total of ten (10) working days if no decision is rendered, will bar further consideration. The General Manager shall discuss the grievance with the employee and with other appropriate persons, if any. -The General Manager shall render a decision regarding the original appeal and comments in writing and return them to the employee within ten (10) working days after receiving the written appeal. The only appeals that can go beyond the General Manager level are appeals from actions where "punitive discipline" was imposed. -"Punitive discipline" is defined as termination, suspension without pay of three (3) days or more, or demotion. (For employees hired prior to December 20, 2005, "major disciplinary actions," including "punitive discipline," shall be administered as set forth in Section 3.17 and the grievance procedure shall not apply to such actions.)
- BOARD REVIEW: - If the employee does not agree with the decision made at the General Manager level where punitive discipline was imposed the employee may within five (5) working days, present their appeal in writing to the General Manager requesting a hearing before the Board. All evidence and supporting documents must be submitted with the appeal letter. -At the employee's request, this hearing may be in either open or closed session. -The decision of the Board of Directors shall be final and binding on all parties.

Failure of the Agency to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. -The Agency and grievant may extend time limits by mutual written agreement in advance of a deadline. The grievance is considered resolved at any step in the procedure when the employee is satisfied that the problem has been resolved.

Throughout the duration of the grievance process, the employee shall remain in their current classification at their current rate of compensation whether placed on leave status or not. -No punitive action of any kind shall be assessed against any regular employee because they utilized the grievance process.

3.14 EMPLOYMENT OF RELATIVES

A. Policy

The Agency regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale. The Agency will not hire, appoint, promote, or transfer relatives or spouses into positions with the Agency, if any of the following would result:

1. A direct or indirect supervisory relationship between the relatives;
2. The two employees having job duties which require performance of shared duties on the same or related work assignment;
3. Both employees having the same supervisor; or
4. Where actual or potential problems may arise regarding supervision, security, safety or morale, or where potential conflicts of interest exist.

B. Definitions

1. "Relatives" means children, step-children, siblings, parents, grandparents, grandchildren, uncles, aunts, nieces, nephews, or in-laws and step-relatives of the preceding individuals by marriage or domestic partnership.
2. "Spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by state law.
3. "Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to by the Agency.

C. Marriage or Domestic Partnership After Employment

1. **Transfer:** If two Agency employees who work in the same department later become spouses or domestic partners, the General Manager has discretion to transfer one of the employees to a similar position in another department. Although the wishes of the two employees will be considered, the General

Manager retains sole discretion to determine which employee will be transferred based upon the Agency's needs for supervision, safety, security, or morale. -Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

2. **Separation:** If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the General Manager finds to be consistent with the Agency's interest in the promotion of supervision, safety, security, or morale, then the General Manager retains sole discretion to separate one employee from the Agency. Absent the resignation of one employee, the less senior employee will be separated. - Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

3.15 CONFLICTS OF INTEREST

Situations of actual or potential conflict of interest are to be avoided by all employees. Personal or romantic involvement with [another public agency](#), ~~a competitor~~, supplier or subordinate employee of the Agency, which impairs an employee's ability to exercise good judgment on behalf of the Agency, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Agency may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

3.16 REDUCTIONS IN FORCE

Whenever, in the judgment of the Agency Board, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons. -The Agency will attempt to provide reasonable advance notice of such layoffs and demotions, if possible, so as to minimize the impact on those affected. -If possible, employees subject to layoff or demotion will be informed of the foreseeable duration of the layoff or demotion, whether temporary, permanent, or indefinite.

Employees will be laid off in the inverse order of their seniority in their classification in the department. –Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department. –Length of employment includes all days of employment in attendance at work and on authorized or legally-protected leaves of absence. –Length of service does not include unauthorized periods of leave, suspension, or layoff. Within each classification, employees will be laid off in the following order: (1) temporary; (2) part-time; (3) probationary; and (4) for-cause status. –If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.

3.17 TERMINATION AND PROGRESSIVE DISCIPLINE

This Section 3.17 only applies to employees hired prior to December 20, 2005, who are not classified as “at-will” employees. All other employees may be disciplined or separated at will, with or without cause, with or without notice, and without the disciplinary procedures listed below.

For employees hired prior to December 20, 2005, who are not classified as “at-will,” the following disciplinary process will apply to “major disciplinary actions,” (defined as terminations, demotions, reductions in pay, or suspensions without pay):

A. Notice of Intended Disciplinary Action to Employee

Prior to imposing a major disciplinary action, the employee shall be provided with a notice of proposed disciplinary action, which shall include (1) the level of the intended discipline; (2) the specific charges that support the intended discipline; (3) summary of the facts that show that the elements of each charge at issue in the intended discipline; (4) a copy of the documents upon which the intended disciplinary action is based; (5) notice of the employee’s right to respond to the General Manager regarding the intended discipline within seven (7) calendar days from the date of the notice, either to schedule a “*Skelly*” hearing with the General Manager or by providing a written response, or both; (6) notice of the employee’s right to have a representative of their choice at the *Skelly* hearing; and (7) notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

B. Response by Employee and *Skelly* Hearing

If the employee requests a *Skelly* hearing, the General Manager or designee will conduct an informal meeting with the employee. –During the informal meeting, the employee shall have the opportunity to rebut the charges against them and present any mitigating circumstances. –The General Manager will consider the employee’s presentation before issuing disciplinary action. The employee’s failure to attend the hearing, or to deliver a written response by the date

specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the notice of proposed disciplinary action.

C. Final Notice of Disciplinary Action

Following the *Skelly* hearing, the timely receipt of the employee's written response, or after seven (7) calendar days if the employee does not choose to schedule a *Skelly* hearing or provide a written response, the General Manager will: (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the General Manager will provide the employee with a notice that contains the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;
2. The specific charges upon which the discipline is based;
3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;
4. A copy of all materials upon which the discipline is based; and
5. A reference to the employee's appeal right and deadline to appeal.

D. Delivery of the Final Notice of Discipline

The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the Agency or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

E. Appeal Procedures

If the disciplinary action is a termination, demotion, or suspension without pay for five (5) days or more, the employee shall have seven (7) calendar days to file an appeal. -The appeal shall be in writing and delivered to the General Manager.- Following receipt of the appeal, a hearing shall be scheduled before the Board of Directors, or its designee(s). Failure to file a request for appeal within the time specified shall be deemed a waiver of all appeal rights. -Appeal hearings need not be conducted in strict conformity with the Rules of Evidence as applied in a court of law, but all parties shall observe the substance of the Rules of Evidence, to the end that the matter may be fully heard and determined upon evidentiary matters which reasonable people rely on in the conduct of serious business affairs. -Following the hearing, the Board or its

designee(s) shall issue a written decision upholding, reducing, or rejecting the discipline imposed. If the Board delegates the hearing to a designee(s), the decision shall be advisory only to the Board, and the Board shall issue a final decision. -The decision of the Board will be final and binding on all parties. The hearing shall be held in Closed Session unless the employee requests otherwise.

F. Suspensions Without Pay for Four Days or Less

In cases of suspensions without pay of four (4) days or less, the employee shall be entitled to notice of the suspension and a *Skelly* hearing with the General Manager either prior to, during or within seven (7) days following the suspension without pay. -The decision of the General Manager following the *Skelly* hearing shall be final and binding and the employee shall have no further appeal rights.

3.18 VOLUNTARY TERMINATION

Any employee may voluntarily terminate their employment with the Agency at their convenience. All Agency owned property (e.g., vehicles, keys, uniforms, identification badges, credit cards, electronic devices, etc.) must be returned immediately upon termination of employment. A Property Return Agreement must be completed and signed by each new employee during the orientation process as Agency equipment is issued.

3.19 EXPENSES

In accordance with California law, the Agency reimburses employees for all necessary expenses that they incur directly in performing their job duties. -In order to obtain reimbursement from the Agency, the employee must, as required by IRS regulations, submit a copy of the appropriate bill, receipts, or other satisfactory evidence identifying the costs incurred to the General Manager. -The employee must also complete the appropriate reimbursement request form and verify the amount of the expense, the date the expenses were incurred, and the reason why they were incurred. -All reimbursement requests must be submitted within 30 days of incurring the expense.

3.20 WEAPONS/ANTI-VIOLENCE

The Agency is committed to providing a safe and secure workplace and has adopted a Workplace Violence Prevention Plan and has a zero-tolerancezero-tolerance policy against acts or threats of violence in the workplace. The workplace includes any location where Agency business is conducted, including vehicles and parking lots. -Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of Agency employment. -The Agency

also prohibits any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

“Workplace violence” is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the Agency premises, regardless of the relationship between the Agency and the parties involved in the incident.
- All threats or acts of violence occurring off the Agency premises involving someone who is acting in the capacity of a representative of the Agency.
- All threats or acts of violence occurring off the Agency premises involving an employee of the Agency if the threats or acts affect the legitimate interests of the Agency.
- Any threats or acts of violence resulting in the conviction of an employee or agent of the Agency, or of an individual performing service for the Agency on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the Agency.

Specific examples of prohibited conduct considered threats or acts of violence include, but are not limited to, the following:

- Acts of physical harm directed toward an individual or their family, friends, associates, or property;
- Threatening physical harm directed toward an individual or their family, friends, associates, or property;
- Destruction or threat of destruction of Agency property or another employee’s property;
- Harassing or threatening phone calls;
- Surveillance or stalking;
- The suggestion or intimation that violence is appropriate;
- Possessing a weapon(s) during work hours unless the Agency issues the weapon(s) for performance of the job. -“Weapon” is defined as a firearm, chemical agent, club or baton, knife, explosive, or any other device, tool, or implement that can cause bodily

harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm;†

- Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay; and
- Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.

The Agency's prohibition against threats and acts of violence applies to all persons involved in the Agency's operation, including but not limited to Agency personnel, contract, and temporary workers and anyone else on Agency property. –Violations of this policy by any individual on Agency property, by any individual acting as a representative of the Agency while off Agency property, or by any individual acting off of Agency property when his/her actions affect the Agency's business interests will lead to disciplinary action (up to and including termination), and may lead to criminal prosecution.

Every employee and every person on Agency property is required to report incidents of threats or acts of physical violence or any other violation of this policy of which the employee is aware. The report should be made to the General Manager, the reporting individual's immediate supervisor, or another supervisory employee if the immediate supervisor is not available. Nothing in this policy alters any other reporting obligation established in Agency policies or in state, federal, or other applicable law.

3.21 NON-EXEMPT EMPLOYEE USE OF COMMUNICATION DEVICES

Non-exempt (i.e. FLSA overtime-eligible) employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs, etc.). Non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior written authorization from their supervisor. –This means, for example, that non-exempt employees are prohibited from reviewing, reading, sending, and responding to work-related emails outside of their regularly scheduled hours without prior written authorization from their supervisor.– If a non-exempt employee receives prior written authorization to use a communication device outside of their regularly scheduled hours, the employee is required to report all time spent working on communication devices and all such time spent will be considered hours worked and will count toward overtime eligibility as set forth by applicable law.– Failure to follow this policy will result in disciplinary action.

3.22 TELEWORKING POLICY

The Agency may allow certain eligible employees who request to telework, subject to their execution of a Teleworking Agreement, to telework from an alternative worksite for some or all of their regularly scheduled work hours provided that, for the duration of such telework, employees perform their job duties, and in so doing provide quality work in a timely manner, and to the benefit of the public. -The Teleworking Agreement sets forth the mutual understanding of the employee, the employee's supervisor or manager, and the General Manager concerning the teleworking arrangement.

A. Definitions

- "Alternative Worksite" means the employee's home, place of residence or from another location approved by the Agency other than the employee's normal workplace at an Agency worksite or facility.
- "Telework(ing)" means a work arrangement under which an employee works from ~~their home, place of residence or from another location other than the employees' normal workplace at an Agency worksite or facility~~ ("an Alternative Worksite") for all or a portion of their regularly scheduled work hours.
- "Work Schedule" means the days and hours determined by supervisors or managers during which non-exempt, overtime eligible employees should be in attendance at the Alternative Worksite. The Work Schedule shall provide for and include the rest and meal breaks required under applicable federal and state law as well as under contract.

B. Telework Eligibility

The General Manager, or designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy. -The General Manager, or designee, may make such determination using criteria including, but not limited to, the following:

1. The operational needs of the ~~a~~Agency and employee's department and division;
2. The disruption of or potential for disruption to the ~~a~~Agency's functions;
3. The ability of the employee to perform their job duties (both essential and marginal) from an Alternative Worksite without diminishing the quantity or quality of the work performed;

4. The degree to which the employee's job functions require face-to-face interaction with other [aA](#)gency employees, contractors and members of the public;
5. The employee's job performance, as determined by their last performance review;
6. The employee's length of service with the [aA](#)gency, department or division;
7. The portability of the employee's work, including the employee's ability to remotely access tools, equipment, and materials necessary to perform their job functions;
8. The availability of or ability to create a functional, reliable, healthy, safe, and secure Alternate Worksite for the employee at a reasonable cost;
9. The risk factors associated with performing the employee's job duties from a location other than the employee's normal workplace at an [aA](#)gency worksite;
10. The [aA](#)gency's capacity to monitor and measure the employee's work performance at the Alternate Worksite;
11. The employee's supervisory responsibilities;
12. The employee's need for supervision; and
13. Other considerations deemed necessary and appropriate by the [aA](#)gency, including tax and other legal implications of teleworking.

C. Process to Request Voluntary Telework

To make a request for a Teleworking arrangement, employees must complete a Voluntary Telework Request Form and file the completed request form with their supervisor or manager. The employee's supervisor or manager will provide the request form to the General Manager, or designee. In consultation with or based on information provided by the employee's supervisor or manager, the General Manager or designee, will make a determination regarding the employee's request to telework. -The General Manager will consider Teleworking requests on a case-by-case basis consistent with the criteria above and other factors relevant to the employee's request to telework.

D. Final Determination; No Right to Appeal

The decision of the General Manager regarding an employee's Teleworking request is final and binding. The employee does not possess any right to appeal or grieve the decision.

E. Mandatory Teleworking Arrangements during Exigent Circumstances

Where an exigent circumstance exists, the Agency may direct Agency employees to remain at their homes or places of residence and the Agency adopt and implement a short-term teleworking arrangement for such employees in order to provide for the continuity of essential services provided by the Agency.

Exigent circumstances means a situation in which there is an imminent threat of extreme peril to life, property and resources. Exigent circumstances may include, but are not limited to, war, public health emergencies, power failures, natural and man-made disasters, and other states of emergency.

Where such an exigency exists and necessitates the adoption and implementation of a short-term mandatory teleworking arrangement for Agency employees, the General Manager is expressly authorized to suspend some or all provisions of this policy and adopt and implement alternative provisions necessary to provide for the continuity of essential services.

F. Duties and Obligations of Teleworking Employees

1. Generally

- a) All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Teleworking employees shall abide by all Agency and departmental policies and procedures, rules and regulations.
- b) All of the Teleworking employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect.
- c) Teleworking employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of Agency employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other Agency employees and members of the public.
- d) Teleworking employees are required to be accessible in the same manner as if they are working at an Agency worksite or facility during the established teleworking Work Schedule, regardless of the designated location for teleworking, or Alternate Worksite. Teleworking employees must be accessible via telephone, email, and/or network access to their supervisor and other Agency employees while Teleworking, as if working at their

Agency worksite. –Teleworking employees shall check their Agency-related business phone messages and emails on a consistent basis, as if working at their Agency worksite.

2. Work Schedule, Overtime, Leave, and Benefits

- a) For non-exempt employees, the Agency will either provide such employee: (1) a work schedule that will be included in the Agreement, and which will include meal and rest breaks (“Work Schedule”); or (2) authorization to work on an intermittent basis.
- b) For non-exempt employees assigned a Work Schedule, any deviation from the Work Schedule must be approved in advance, in writing, by the employee’s supervisor or manager and the General Manager.
- c) Non-exempt employees may not Telework outside their normal work hours without prior written authorization from their supervisor or manager and the General Manager. A non-exempt employee who fails to secure written authorization before Teleworking outside their normal work hours may face discipline in accordance with the Agency’s policy for working unauthorized overtime.
- d) Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, must take meal and rest breaks while Teleworking as required under applicable law and/or under applicable contract or Agency policy.
- e) For non-exempt employees assigned a Work Schedule, all periods of Teleworking employees’ unavailability must be approved in advance by their supervisor or manager and the General Manager in accordance with Agency policy and documented on the appropriate leave request form.
- f) Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to report in a timely manner all hours worked at the Alternate Worksite and make that record available to their supervisor upon request. Employees shall record all non-productive work time on their timesheet.
- g) Employees shall continue to abide by Agency policies and procedures for requests of sick, vacation and other leaves of absences. If an employee becomes ill while working under the Agreement, they shall notify their supervisor or manager immediately and record on their timesheet any hours not worked due to illness and/or incapacitation.
- h) Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to request to work overtime in advance of doing so and ~~must~~ such requests must be pre-approved in writing by the employee’s supervisor or manager.

- i) Teleworking employees' salary and benefits remain unchanged during the Teleworking arrangement.
- j) Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Teleworking employees must report any such work-related injuries to their supervisor or manager immediately. The Agency shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third-persons when said injuries occur at the Alternate Worksite.

3. Space and Equipment, Information Security, Confidentiality

- a) Teleworking employees will either receive approval to use personal computer equipment or will be provided with Agency-issued equipment at the discretion of the General Manager.
- b) If the Agency provided any Agency-issued equipment, teleworking employees agree to follow the Agency's policy for the use of such equipment. -Teleworking employees must report to their supervisor any loss, damage, or unauthorized access to Agency owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.
- c) Where, in response to a request to Telework, the Agency allows an employee to Telework, the Agency shall not be responsible for Teleworking costs, including, but not limited to, the employee's use of their home or place of residence, their personal computer, utilities, internet, data, network costs, home maintenance, workspace furniture, ergonomic equipment, or any other incidental costs, unless expressly provided for in the Agreement.
- d) Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the Agency's network and must close or secure all connections to Agency desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the Agency. Employees must maintain adequate firewall and security protection on all such devices used to conduct Agency work from the Alternate Worksite.
- e) Teleworking employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the Agency's records retention policies, especially as it pertains to the California Public Records Act ("CPRA"). Teleworking employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to Agency work they access from the Alternate Worksite or transport from their Agency worksite to the Alternate Worksite. Teleworking

employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their Agency worksite to the Alternate Worksite. Teleworking employees must return all records, documents, and correspondence to the Agency at the termination of the Agreement or upon request by their supervisor or manager or General Manager.

4. Miscellaneous

- a) Teleworking employees must notify their supervisor or manager promptly when unable to perform work assignments because of equipment failure or any other unforeseen circumstances.
- b) Teleworking employees must have access to an Alternate Worksite that is quiet and free of distractions and which has reliable and secure power, internet and/or wireless access.
- c) Teleworking employees shall ensure that all official Agency documents are retained and maintained according to the normal operating procedures in the same manner as if working at an Agency.
- d) Teleworking employees must ensure dependent care will not interfere with work responsibilities.

3.23 REIMBURSABLE EXPENSES FOR CERTAIN TELEWORKING EMPLOYEES

The Agency will reimburse covered Teleworking employees only for those expenses incurred which are necessary for the Teleworking employee to perform the job duties assigned to the Teleworking employee by the Agency from the Alternative Worksite ~~their home, place of residence, or location other than an Agency worksite~~ as determined at the sole discretion of the Agency. Whether the Agency will reimburse any such expense and, if so, the amount to be reimbursed, will be in the Agency's sole and absolute discretion, but may include a reasonable portion of the cost of internet, cell phone, or utilities.

If a covered Teleworking employee expects to incur an expense that may be subject to reimbursement as identified in this policy, that employee is required to file a request for reimbursement with their manager or supervisor. The manager or supervisor will discuss the request with the General Manager who will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal or the grievance procedure.

3.24 LACTATION

In compliance with Labor Code Section 1031, the Agency will provide any employee with a lactation room that is shielded from view, as well as access to a sink and refrigerator in close proximity to the employee's workspace. The Agency will provide additional break time to an employee to express milk as required under Labor Code Sections 1031 and 1033.

Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to the appropriate manager. The request should be submitted at least 30 days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. The Agency will respond to any request for lactation accommodation within 10 days of receipt of the request, stating how the Agency will accommodate the request. An employee has the right to file a complaint with the California Labor Commissioner if the Agency violates the employee's right to such lactation accommodation.

ARTICLE 4.0 SALARY AND WAGE ADJUSTMENTS

4.1 SALARY RANGE AND STEP SCHEDULE

The Board shall adopt a Salary Range and Step Schedule for all positions, which shall be identified in Appendix “[BC](#)” attached.

4.2 SALARY ADJUSTMENTS

All merit salary adjustments shall be made by the General Manager with consideration given to the employee’s performance evaluation among other factors on or about the employee’s annual anniversary date. ~~Merit salary adjustments are granted only after a satisfactory period of service, and are not to be considered an automatic annual salary increase.~~

The Salary Range and Step Salary Schedule, attached as Appendix [BC](#), is adopted by the Board of Directors setting forth the salary alignment for regular hourly employees. Each range in the Salary Range and Step Salary Schedule shall have a corresponding job classification description which is attached as Appendix ~~A-B~~- Job Classification Schedule.

4.3 OTHER SALARY ADJUSTMENTS

The Board, at its discretion, may grant a percentage cost of living adjustment to the Salary Range and Step Appendix ~~B-C~~ each year to be effective on or about July 1. ~~The Social Security Cost-of-Living Index Publication and the overall financial condition of the Agency shall be considered when determining any adjustment.~~

4.4 OVERTIME

As necessary, non-exempt (i.e. FLSA overtime-eligible) employees may be required to work overtime at the Agency’s direction. ~~For purposes of determining which hours constitute forty (40) hours in a workweek for overtime eligibility, only actual hours worked, the four (4) hour facility inspection pay [under Section 4.5\(A\)](#), paid holidays, pre-approved vacation, and paid sick leave will be counted. The Agency will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. Working overtime without prior authorization for a supervisor is grounds for discipline.~~

The Agency provides compensation for all overtime hours worked by hourly employees in accordance with federal law as follows:

- All hours worked in excess of 40 hours in one workweek will be treated as overtime. -A workday begins at midnight and ends 24 hours later. A workweek begins each Friday at midnight.
- Compensation for hours in excess of 40 hours for the workweek shall be paid at a rate of 1½ times the employee's regular rate of pay except for overtime worked during on-call duty (See Article 4.5).

All time worked must be recorded and will be paid. -"Working off the clock" is strictly prohibited.

4.5 OPERATIONS STANDBY

- A. FOUR HOUR FACILITY INSPECTION: -The employee on-call shall perform the normal four (4) hour facility inspections on Saturday, Sunday, and all Agency authorized Holidays as required. -The "four-hour facility inspection" is defined as the daily duties in which the Agency facilities are inspected and production data recorded. -Four hours are allotted to perform these duties, and employees will be paid a minimum of four (4) hours, even if the employee actually works for less than four (4) hours.
- B. ON-CALL TIME: Employees on on-call time shall answer information only calls, carry the on-call cell phone for the entire shift, and be available for any emergency call-out that may arise during the hours of their on-call shift. Employees having on-call responsibilities are required to live within a forty-five-minute drive of the Agency boundary.
- C. STAND-BY DUTY: Employees on stand-by duty on Monday, Tuesday, Wednesday, or Thursday will be paid one (1) hour of their base pay rate for each day of service. Employees on stand-by duty on Friday, Saturday, Sunday, or Agency authorized Holidays will be paid three (3) hours of their base pay rate. -Stand-by duty pay is not considered overtime. -An employee on stand-by duty may be called back to work that is considered "call out time" and will be paid accordingly.
- D. CALL OUT TIME: Call-out time refers to the time an employee is called out after regular working hours when that employee has on-call duty. -Call-out time does not include the time required to make the four (4) hour facility inspection on a weekend or holiday day, information only calls or carrying the on-call cell phone for the entire shift (compensated under "Stand-by Duty"). -Call-out time shall be compensated as overtime and paid at one and one half (1½) times the

employee's regular rate or pay prorated (adjusted) by the application of the on-call compensation earned during the on-call period. -In other words, the on-call pay (stand-by pay) is included in the regular rate for the purposes for calculating overtime. -This will be noted on the paycheck as "STNDBYOT" or similar code. Overtime shall be paid for an actual call-out for the time worked with a minimum of one-hour compensation, except that information only calls shall be paid as overtime for the actual duration of the call and not subject to the one-hour minimum compensation that applies to an actual call-out.

4.6 COMPENSATORY TIME

A non-exempt (i.e. FLSA overtime-eligible) employee may elect to accrue compensatory time in lieu of cash payment for overtime if their supervisor agrees prior to overtime work being performed. -Employees eligible for compensatory time may accrue such time to a maximum cap of forty (40) hours. -Compensatory time shall be calculated at one and one-half (1½) times the number of actual hours worked over forty (40) hours in a workweek. Compensatory time must be reported on the employee's time card and submitted to the payroll department. -Compensatory time must be elected by the employee prior to performing the work.

The Agency will grant an employee's request to use accumulated compensatory time provided that: (1) the Agency can accommodate the use of compensatory time on the day requested without undue disruption to Agency operations; and (2) the employee makes the request in writing to the supervisor no later than five (5) days prior to the date requested. -If the employee does not provide five (5) days' notice, or if the Agency cannot accommodate the time off without undue disruption, the Agency will provide the employee the opportunity to cash out the amount of compensatory time requested at the end of the current pay period. -Compensatory time used shall also be reported on the employee's time card and submitted to the payroll department. -The Agency reserves the right to cash out accumulated compensatory time at any time. -Compensatory time is cashed out at the employee's current regular rate of pay. Unused compensatory time shall be paid at the employee's current regular rate of pay, or the employee's average regular rate for the prior three years, whichever is higher, upon termination or separation of employment.

4.7 PAYMENT OF WAGES

All employees of the Agency are paid every other Thursday for work performed during the previous two-week pay period. -If a regular payday falls on a holiday, every effort will be made to pay the employees on the preceding workday. -Paychecks are normally available by 4:00 p.m. at the Jemez office [or, if available, may be paid by electronic deposit at the employee's direction](#). -If an employee believes there is an error on a payroll

check, it should be reported immediately to the supervisor, and if the Agency finds that an error occurred, it will be corrected within four (4) working days. -All payroll deductions shall be in accordance with applicable laws.

4.8 ADVANCES

The Agency does not permit advances against unearned wages or against un-earned, un-accrued paid vacation leave.

4.9 SPECIAL ASSIGNMENT COMPENSATION

Special Assignment Compensation is a concept which allows for increases in pay beyond that which is normally allowed when duties performed support such additional pay for special periods of time. The General Manager may grant the Special Assignment Compensation for duties assigned an employee at a rate of compensation at the bottom of the range for the new position or five percent (5%) of the employee's pay in their regular position, whichever is greater, of the employee's base pay rate when duties assigned are above and beyond the normal classification of an employee and under other circumstances as determined by the General Manager.

ARTICLE 5.0 STANDARDS OF CONDUCT**5.1 PROHIBITED CONDUCT**

The following conduct is prohibited and will not be tolerated by the Agency. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the Agency's operations also may be prohibited.

- A. Violation of this Handbook, or any other Agency policy, rule, or resolution;
- B. Absence without authorized leave or tardiness;
- C. Excessive absenteeism and/or tardiness as defined by the General Manager, and/or this Handbook;
- D. Use of leave from work in a manner not authorized or provided for under this Handbook, or any other Agency policy, rule, or resolution;
- E. Making any false representation or statement, or making any omission of a material fact;
- F. Providing wrong or misleading information or other fraud in securing appointment, promotion, or maintaining employment;
- G. Unsatisfactory job performance;
- H. Inefficiency;
- I. Damaging any Agency property, equipment, resource, or vehicle, or the waste of Agency supplies through negligence or misconduct;
- J. Insubordination, or insulting or demeaning the authority of a supervisor or manager;
- K. Dishonesty;
- L. Theft;
- M. Violation of the Agency's confidentiality policies, or disclosure of confidential Agency information to any unauthorized person or entity;
- N. Misuse or unauthorized use of any Agency property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, Agency communication systems, Agency vehicles or intellectual property;

- O. Mishandling of public funds;
- P. Falsifying or tampering with any Agency record, including work time or financial records;
- Q. Discourteous or offensive treatment of the public or other employees;
- R. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance;
- S. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
- T. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the Agency;
- U. Any conduct that impairs, disrupts, or causes discredit to the Agency, to the public service, or other employee's employment;
- V. Reckless or unsafe conduct;
- W. Working overtime without prior authorization or refusing to work assigned overtime;
- X. Carrying firearms or other dangerous weapons while on duty when not required by job duties; or
- Y. Horseplay or fighting.

5.2 DRUG AND ALCOHOL POLICY

The Agency is concerned about the use of alcohol, drugs (including but not limited to marijuana in all forms, which remains illegal under federal law), and controlled substances as such use affects the workplace, including causing inefficiencies and risks. -Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the health and safety of the employee and others in the workplace. -In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Agency to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the health and safety of the employee and others in the workplace.

This policy applies to all Agency employees, whether they are on Agency property, or they are performing Agency-related business elsewhere, except as this policy is superseded by federally mandated drug and alcohol policies. -Compliance with this policy is a condition of employment. -Disciplinary action will be taken against those who violate this policy.

A. PROHIBITED CONDUCT

The following are strictly prohibited by the Agency:

1. The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance, narcotic (including marijuana, except the presence of non-psychoactive metabolites shall not give rise to any disciplinary action), or prescription drug that has not been lawfully prescribed to the employee in Agency workplaces, Agency vehicles, or wherever Agency business is performed.
2. Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.
3. An employee's failure to notify the General Manager before beginning work when taking medications or drugs, including but not limited to: prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana, except the presence of non-psychoactive metabolites shall not give rise to any disciplinary action), which could interfere with the safe and effective performance of duties or operation of Agency.
4. An employee's failure to notify the General Manager of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.
5. An employee's criminal conviction for a drug violation that occurred in the workplace.

B. DRUG AND ALCOHOL TESTING

The Agency has discretion to test applicants and employees for alcohol and drug use under the following circumstances. -The Agency will use an outside laboratory to perform all testing.

1. Pre-Employment Testing for External Applicants for Certain Jobs

Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. –The categories of jobs subject to pre-employment drug and alcohol testing include, but is not limited to, safety sensitive jobs.

2. Reasonable Suspicion Testing

The Agency may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances:

- **Reasonable Suspicion:** “Reasonable suspicion” to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. –Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If Agency suspects drugs or alcohol may have played a role in an accident involving Agency property or equipment that will also constitute reasonable suspicion.
- **Document and Analysis:** In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the General Manager. – Any reasonable suspicion testing must be pre-approved by the General Manager.
- **Testing Protocol:** If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the General Manager has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. –The employee will be placed on sick or other paid leave until the test results are received.

If an employee refuses to consent and submit to, or fail to otherwise cooperate in, the testing/examination process where job-related drug or alcohol use is reasonably suspected, the employee will be subject to discipline, up to and including, dismissal.

C. DISCIPLINARY OR OTHER ACTION

If it is determined by a test, examination, or by other means that an employee is using or are under the influence of drugs or alcohol while on duty, or otherwise in violation of the terms of this policy, the employee will be subject to discipline, up to and including, termination of employment. –For the purpose of applying this policy, being under the influence of drugs, alcohol and other controlled substances means being impaired in any way which would prevent the employee from fully and proficiently performing job duties or having a detectable amount of said substances in one's body, except the presence of non-psychoactive metabolites shall not give rise to any disciplinary action.

Violation of the above rules and standards of conduct will not be tolerated. The Agency also may bring the matter to the attention of appropriate law enforcement authorities. Except as prohibited by law, an employee's conviction on a charge of illegal sale or possession of any controlled substance while off Agency property will not be tolerated because such conduct, even though off duty, reflects adversely on the Agency.

D. PRESCRIPTION AND OVER THE COUNTER DRUGS

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. (This does not require disclosure of the reason for taking the drug.) The employee may be required to provide a physician's statement confirming their fitness for duty.

E. COMMERCIAL DRIVER'S LICENSE/ SAFETY SENSITIVE FUNCTIONS

The Agency is required to implement a drug testing program for all of its employees whose job classification requires them to have a commercial driver's license (Class A or B license) and perform safety-sensitive functions regulated by Title 49 of the Code of Federal Regulations. –The Agency's Drug and Alcohol Testing Program is for those safety-sensitive positions and is contained in Appendix A.

5.3 OFF-DUTY CONDUCT

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

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Agency's or their own integrity, reputation or credibility. -Illegal off-duty conduct on the part of an employee that adversely affects the Agency's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

5.4 OUTSIDE EMPLOYMENT

While employed by the Agency, employees are expected to devote their energies to their jobs with the Agency. For this reason, second jobs are discouraged. The following types of outside employment, both paid or through self-employment, are strictly prohibited:

- A. Employment that conflicts with an employee's work schedule, duties and responsibilities;
- B. Employment that creates a conflict of interest or is incompatible with the employee's employment with the Agency;
- C. Employment that impairs or has a detrimental effect on the employee's work performance with the Agency;
- D. Employment that requires the employee to conduct work or related activities on the Agency's property during the Agency's working hours or using the Agency's facilities and/or equipment;
- E. Employment that directly or indirectly competes with the business or the interests of the Agency.

All employees must obtain written approval from the General Manager or their designee prior to undertaking any outside employment.

5.5 PUNCTUALITY AND ATTENDANCE

Employees of the Agency are expected to be punctual and regular in attendance. Any tardiness or absence causes disruptions for fellow employees and supervisors since while absent, the individual's workload must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Agency business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If unable to report for work on any particular day, the employee must call the employee's supervisor at least one half hour before the time they are scheduled to begin working for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Unless there are extenuating circumstances, employees must call in on each day they are scheduled to work that they will be absent or tardy.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated.

If the employee fails to report for work without notification to their supervisor and the absence continues for a period of three consecutive days, the Agency will consider that the employee has abandoned their employment and have voluntarily resigned.

5.65 PERSONAL STANDARDS

These personal standards are designed to promote the Agency's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

Employees are expected to wear clothing appropriate for the nature of the Agency's business and the type of work performed. Clothing should be neat, clean, and in good repair. Employees are expected to avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines. Violation of the Agency's personal standards could result in disciplinary action up to and including termination.

Field employees shall be issued uniforms, which they are required to wear daily. -It is the responsibility of the employees to launder their own uniforms.

Field employees are required to wear approved safety shoes at all times and will be reimbursed up to \$250 for one pair each year by the Agency. -It is the responsibility of the employee to purchase properly fitting footwear prior to reimbursement.

Employees and visitors are required to wear safety equipment when visiting or working in an area designated as a "hard hat area."

Field employees, when leaving the Agency's employment, shall return all uniforms to the Agency.

Employees who have questions about how these standards apply to them, should be immediately raise these questions with their supervisor for consideration and determination.

5.76 CUSTOMER RELATIONS

The Agency is a ~~service-oriented~~service-oriented business and all employees must remember that the customer is the first priority. -Customers are to be treated courteously and given proper attention at all times. -Never regard a customer's question or concerns as an interruption or an annoyance. -All customer inquiries must be addressed promptly and professionally. -Never place a telephone caller on hold for an extended period. -Direct incoming calls to the appropriate person and make sure the call is received. -Employees are expected to be polite, courteous, prompt and attentive to every customer. -When a situation arises where the employee does not feel comfortable or capable of handling the problem, the supervisor or General Manager should be called immediately.

5.87 CONFIDENTIALITY

Each employee is responsible for safeguarding confidential information obtained in connection with his or her employment. -In the course of employment, employees may have access to confidential information regarding the Agency, its suppliers, its customers or fellow employees. -Employees shall not reveal or divulge any such confidential information. -This obligation to maintain the confidentiality of such information shall continue even after employment with the Agency ends. -Access to confidential information should be on a "need-to-know" basis and must be authorized by a supervisor. -Any breach of this policy will not be tolerated, and legal action may be taken by the Agency.

5.98 BUSINESS CONDUCT AND ETHICS

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with the Agency that may give the appearance of undue influence or a conflict of interest regarding their business decision, transaction, or service. Employees must discuss any expenses paid by such persons for business meals or trips with the General Manager in advance of acceptance.

5.109 FRAUD IN THE WORKPLACE

A. PURPOSE AND SCOPE

To establish policy and procedures for clarifying acts that are considered to be fraudulent, describing the steps to be taken when fraud or other related dishonest activities are suspected, and providing procedures to follow in accounting for missing funds, restitution and recoveries.

B. GENERAL

The Agency is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Agency to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Agency and, when appropriate, to pursue legal remedies available under the law.

C. DEFINITIONS

1. Fraud: Fraud and other similar irregularities include, but are not limited to:
 - a. Claim for reimbursement of expenses that are not job-related or authorized by the current Agency policy.
 - b. Forgery or unauthorized alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.).
 - c. Misappropriation of Agency assets (funds, securities, supplies; furniture, equipment, etc.).
 - d. Improprieties in the handling or reporting of money transactions.
 - e. Authorizing or receiving payment for goods not received or services not performed.
 - f. Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of Agency-owned software.
 - g. Misrepresentation of information on documents.
 - h. Any apparent violation of Federal, State, or Local laws related to dishonest activities or fraud.
 - i. Any violation of the Fair Political Practices Act, regulation of the Fair Political Practices Commission, or the Bighorn-Desert View Water Agency Conflict of Interest Code.
2. Employee: In this context, employee refers to any individual or group of individuals who receive compensation, either full- or part-time, from the Agency. The term also includes any volunteer who provides services to the Agency through an arrangement with the Agency.

3. Management: In this context, management refers to any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.
4. Personnel Department: In this context, Personnel Department refers to any person or persons assigned by the General Manager to investigate any fraud or similar activity.
5. External Auditor: In this context, External Auditor refers to independent audit professionals who perform annual audits of the Agency's financial statements.

D. INVESTIGATION

1. It is the Agency's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Agency of any party who might be or become involved in or becomes the subject of such investigation.
2. Each department of the Agency is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
3. The Personnel Department, in conjunction with the Agency Attorney, has the primary responsibility for the investigation of all activity as defined in this policy.
4. Throughout the investigation, the Personnel Department will inform the General Manager of pertinent investigative findings.
5. Employees will be granted whistle-blower protection when acting in accordance with this policy. When informed of a suspected impropriety, neither the Agency nor any person acting on behalf of the Agency shall:
 - a. Dismiss or threaten to dismiss the employee,
 - b. Discipline, suspend, or threaten to discipline or suspend the employee,

- c. Impose any penalty upon the employee, or
 - d. Intimidate or coerce the employee.
6. Violations of the whistle-blower protection will result in discipline up to and including dismissal.
 7. Upon conclusion of the investigation, the results will be reported to the General Manager.
 8. The General Manager, following review of investigation results, will take appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the District Attorney's Office for possible [criminal](#) prosecution.
 9. The Agency will pursue every reasonable effort, including court ordered restitution, to obtain recovery of Agency losses from the offender, or other appropriate sources.

E. PROCEDURES

1. Board of Directors Responsibilities

- a. If a member of the Board of Directors has reason to suspect that a fraud has occurred, they shall immediately contact the General Manager (or contact the Agency Attorney if the General Manager is involved).
- b. The Board member shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the General Manager or Agency Attorney.
- c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the General Manager in consultation with the Agency Attorney ~~—~~and the Personnel Department.

2. Management Responsibilities

- a. Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in their areas of responsibility.

- b. Each manager should be familiar with the types of improprieties that might occur in their area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in their area.
- c. When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
- d. If management determines a suspected activity may involve fraud or related dishonest activity, they should contact the General Manager or immediate supervisor (or contact the Board President or Agency Attorney if the General Manager is involved).
- e. Department Directors should inform the General Manager (or contact the Board President or Agency Attorney if the General Manager is involved).
- f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
- g. Management should support the Agency's responsibilities and cooperate fully with the Personnel Department, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- h. Management must give full and unrestricted access to all necessary records and personnel. All Agency furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption or expectation of privacy.
- i. In dealing with suspected dishonest or fraudulent activities, great care must be taken. -Therefore, management should avoid the following:
 - 1. Incorrect accusations.

2. Alerting suspected individuals that an investigation is underway.
 3. Treating employees unfairly.
 4. Making statements that could lead to claims of false accusations or other offenses.
- j. In handling dishonest or fraudulent activities, management has the responsibility to:
1. Make no contact (unless requested) with the suspected individual to determine —facts or demand restitution. Under no circumstances should there be any reference to “what employees did”, “the crime”, “the fraud”, “the misappropriation”, etc.
 2. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the Agency, unless specifically directed to do so by the Agency Attorney.
 3. Avoid discussing the case with anyone inside the Agency other than employees who have a need to know such as the General Manager, Personnel Department, or Agency Attorney or law enforcement personnel.
 4. Direct all inquiries from the suspected individual, or their representative, to the General Manager or Agency Attorney. All inquiries by an attorney of the suspected individual should be directed to the Agency Attorney. All inquiries from the media should be directed to the General Manager.
 5. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Personnel Director, in conformance with the Agency’s Personnel Policies and Procedures.

3. Employee Responsibilities

- a. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee's supervisor for reporting to the General Manager.
- b. When the employee believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the General Manager (or contact the Board President or Agency Attorney if the next higher level of management and/or the General Manager is involved).
- c. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the General Manager, Personnel Department, Agency Attorney or law enforcement personnel.

4. Personnel Department Responsibilities

- a. Upon assignment by the General Manager, the Personnel Department or General Manager's designee will promptly investigate the fraud.
- b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Personnel Department, in consultation with the Agency Attorney, will contact the County of San Bernardino Sheriff Department.
- c. The Personnel Department shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- d. If evidence is uncovered showing possible dishonest or fraudulent activities, the General Manager or Personnel Department will proceed as follows:
 - 1. Discuss the findings with the appropriate management/supervisor and the Department Director.
 - 2. Advise management, if the case involves staff members, to meet with the General Manager (or his/her designated representative) to determine if disciplinary actions should

be taken. Any disciplinary action taken will be in accordance with the Agency Personnel Rules.

3. Report to the External Auditor such activities in order to assess the effect of the illegal activity on the Agency's financial statements.
4. If applicable, ~~C~~oordinate with the Agency's Risk Management insurer regarding notification to insurers and filing of insurance claims.
5. Take immediate action, in consultation with the Agency Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
 - a. Removing the records and placing them in a secure location, or limiting access to the location where the records currently exist.
 - b. Preventing the individual suspected of committing the fraud from having access to the records.
- e. In consultation with the Agency Attorney and the County of San Bernardino Sheriff Department, the Personnel Department may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- f. If the Personnel Department is contacted by the media regarding an alleged fraud or audit investigation, the Personnel Department will consult with the General Manager and the Agency Attorney, as appropriate, before responding to a media request for information or interview.
- g. At the conclusion of the investigation, the Personnel Department will document the results in a ~~—~~confidential memorandum report to the General Manager and the Agency Attorney. If the report concludes that the allegations are founded, the report will be forwarded to the County of San Bernardino Sheriff Department.

- h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Personnel Department no later than seven calendar days after notice is received.
- i. The Personnel Department will be required to make recommendations to the appropriate department for assistance in the prevention of future similar occurrences.
- j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Personnel Department to that department.

F. EXCEPTIONS

There will be no exceptions to this policy unless provided and approved in writing by the General Manager and the Agency Attorney.

ARTICLE 6.0 OPERATIONAL CONSIDERATIONS

6.1 EMPLOYER PROPERTY

Lockers, desks, vehicles, and tools are Agency property and must be maintained according to Agency rules and regulations. ~~Employees~~ ~~should~~ have no expectation of privacy in Agency property. The Agency reserves the right to search all Agency property at any time with or without notice. All Agency property must be kept clean and ~~is~~ ~~are~~ to be used for work-related purposes only. Prior written authorization must be obtained from a supervisor before any Agency property may be removed from the premises.

6.2 USE OF AGENCY ELECTRONIC RESOURCES

The Agency uses various forms of electronic resources including, but not limited to computers, laptops, e-mail, telephones, Internet, cell phones, personal digital devices ("PDAs"), software, databases, hardware, digital files, and networks ("Electronic Resources"). All Electronic Resources remain the sole property of the Agency and are to be used only for Agency business.

The Agency periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its Electronic Resources, including electronic communications and content contained in or transmitted through Agency Electronic Resources. Agency employees must provide the ~~a~~Agency with the employee's username or password for any Agency Electronic Resources issued equipment or resource. Personal passwords may be used for purposes of security, but the use of personal passwords or delete functions does not restrict the Agency's access. ~~As~~ a result, Agency employees have no expectation of privacy in their use of any Agency Electronic Resources.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Agency policy, or not in the best interest of the Agency.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to disciplinary action up to and including termination.

Employees may not install personal software on Agency computer systems.

All electronic information created by any employee using any means of electronic communication is the property of the Agency and remains the property of the Agency.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Agency management.

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the General Manager.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by the Agency. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.

Access to the Internet, websites, and other types of Agency-paid computer access are to be used for Agency-related business only. Any information about the Agency, its products or services, or other types of information that will appear in the electronic media about the Agency must be approved by the General Manager before the information is placed on an electronic information resource that is accessible to others.

The Agency's email system is an official communication tool for Agency business. The Agency establishes and assigns official email addresses to each employee as the Agency deems necessary. Employees must send all Agency communications that are sent via email to and from their official Agency email address. Employees are prohibited from using their private email address when communicating Agency business via email. Should an email related to Agency business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's Agency email account and responded to accordingly.

Employees may use Agency telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the use:

1. Is kept to a minimum and limited to break times or non-working hours;
2. Does not interfere or conflict with Agency operations or the work performance of any Agency employees;
3. Allows the employee to more efficiently perform Agency work;
4. Is not abusive, illegal, inappropriate, or prohibited by this policy (e.g., no social media use, no electronic dating, no gaming); and

5. Clearly indicates it is for personal use and does not indicate or imply Agency sponsorship or endorsement.

Questions about access to electronic communications or issues relating to security should be addressed to the immediate supervisor.

6.3 OFF-DUTY USE OF AGENCY'S FACILITIES AND PROPERTY

Employees are prohibited from making use of Agency facilities while not on duty. Employees are expressly prohibited from using Agency facilities, Agency property, Agency vehicles, or Agency equipment for personal use.

6.4 HEALTH AND SAFETY; EMERGENCY CONDITION

Every employee is responsible for the safety of themselves as well as others in the workplace. To achieve the Agency's goal of maintaining a safe workplace, all employees must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Agency maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the General Manager's office.

In compliance with Proposition 65, the Agency will inform employees of any known exposure to any hazardous material.

In case of an emergency during working hours (e.g., fire, earthquake, etc.), the Agency asks that employees remain calm and alert others in their work area. As soon as it is safe to do so, employees should move out of the building by using the nearest exit. Exits and fire extinguishers are clearly marked throughout the building. Once you leave the building, report to the back of the building and wait there for further instructions.

In case of an emergency during non-working hours, the Agency asks that employees first ensure the welfare and safety of themselves and their family. Then the Agency asks each employee to contact his or her immediate supervisor for instructions regarding whether or not to report for duty.

In the event of an "emergency condition," the Agency will not take any adverse employment action against an employee who refuses to report to, or leaves, a workplace or worksite within the area affected by the emergency condition because the employee has a reasonable belief that the workplace or worksite is unsafe. The Agency will not prevent any employee from accessing a phone or other mobile device to seek emergency assistance, assessing the safety of the emergency condition or communicating with

others to confirm the employee is safe. For purposes of this paragraph, an “emergency condition” is either: (i) a condition of disaster or extreme peril to the safety of persons or property caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, worksite, or worker’s home, or the school of a worker’s child due to a natural disaster or a criminal act. A health pandemic does not constitute an “emergency condition.”

Subject to an employee’s request, the Agency will notify an employee’s emergency contact in the event the employee is arrested or detained at work.

6.5 HOUSEKEEPING

All employees are expected to keep their work areas and vehicles clean and organized. Common areas such as lunchrooms, locker rooms and rest-rooms should be kept clean by those using them.

6.6 SOLICITATION AND DISTRIBUTION OF LITERATURE

In order to ensure efficient operation of the Agency’s business and to prevent annoyance to employees, it is necessary to control solicitations and distribution of literature on Agency property. All employees are expected to follow the following rules regarding solicitation or distribution of literature. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

- No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed.
- No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.
- Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Agency property.

6.7 EMPLOYEE USE OF SOCIAL MEDIA/ONLINE NETWORKING PLATFORMS

The Agency is committed to maintaining positive, professional relationships with customers, the local community, and the public. The Agency also supports clear, accurate, and effective communication about Agency services, programs, and activities.

Social media and other online communications are public forms of communication. Employees who use social media must use good judgment and follow the same

standards that apply to other public communications. Employees may not post or share content that discloses confidential information; misrepresents Agency positions; defames the Agency, or appears to speak on behalf of the Agency without authorization. Only employees specifically authorized by management may speak or communicate publicly on behalf of the Agency.

Nothing in this policy is intended to interfere with, restrain, or prevent employees from discussing wages, hours, benefits, working conditions, or other rights protected by law. Employees have the right to engage in, or refrain from, such protected activity.

GENERAL GUIDELINES:

The following guidelines apply to employee social media and online communications. This list is not exhaustive. Employees should use professional judgment, follow Agency policies, and ask a supervisor, manager, or department head if they are unsure whether any communication is appropriate.

- If a post mentions the Agency, Agency services, Board members, employees, customers, vendors, contractors, or related matters, make clear that you are speaking for yourself and not on behalf of the Agency.
- Do not identify or discuss other Agency employees, Board members, customers, vendors, or contractors without prior consent, except as allowed by law or protected employee rights.
- Do not use the Agency's name, seal, logo, photos, documents, or other materials in a way that suggests official Agency approval unless authorized, in writing, by the General Manager.
- Employees are responsible for what they post. Social media content may be viewed, shared, saved, or used by others, and employees should not assume that online posts are private.
- Do not post confidential Agency information, including customer information, personnel information, security information, attorney-client privileged information, trade secrets, or other protected records.
- All Agency policies continue to apply to social media activity, including policies on harassment, discrimination, retaliation, workplace violence, threats, code of conduct, confidentiality, and use of Agency resources.
- Employees may be personally responsible for statements they make online or in public communications. False statements of fact about another person,

customer, Board member, employee, vendor, contractor, or the Agency may expose the employee to individual legal claims, including claims of libel if written or posted, or slander if spoken.

Employees who violate this policy may be subject to disciplinary action, up to and including termination, depending on the circumstances, severity, and impact on the Agency.

ARTICLE 7.0 EMPLOYEE LEAVES

7.1 HOLIDAYS

The Agency observes the following paid holidays for regular full-time employees:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Presidents Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veterans Day)
- Thanksgiving Day
- The Day Following Thanksgiving Day
- December 24 (Christmas Eve Day)
- December 25 (Christmas Day)

When a holiday falls on a Friday or Saturday, the holiday will be observed on the previous workday. ~~Wednesday or Thursday~~. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

7.2 VACATIONS

Paid vacation leave is a short-term leave of absence with pay for the recreation and well-being of the employee. ~~The Agency provides paid vacation leave to its employees to facilitate time for employee rest and relaxation and encourages employees to use their paid vacation leave for recreational, restful, and restorative activities, which the Agency believes benefits both the employee and the Agency.~~

Temporary and part-time employees do not accrue paid vacation leave. Regular full-time employees accrue paid vacation leave while in paid status. Regular full-time employees accrue vacation time according to the number of consecutive years the employee has worked for the Agency in accordance with the following:

Employee Handbook DRAFT 7/30/2026 REVISIONS

Resolution No. 24R-07

Adopted: May 14, 2024

LENGTH OF SERVICE FROM BENEFIT DATE	ANNUAL VACATION ALLOWANCE	ACCRUAL RATE PER STRAIGHT TIME HOURS WORKED	MAXIMUM ALLOWED UNUSED BALANCE
Date of hire through 4 th year:	80 hours per year	.0385	160 hours
5 th year (1461 st day) through 10 th year (3650 st day):	120 hours per year	.0575	240 hours
11 th year (3651 st day) and thereafter:	160 hours per year	.0770	320 hours

Regular full-time employees become eligible to use paid vacation leave on the first day following the pay period in which it is earned, provided an employee has first completed ninety (90) days of continuous service. Paid vacation leave may not be used until it is earned.

In general, paid vacation leave should be taken annually with the approval of the General Manager at such time as will not impair the Agency's operational needs, such as work schedule and efficiency of the Agency, with consideration given to the employee's preference. Paid vacation leave shall be scheduled in advance to provide adequate coverage of job responsibilities and staffing requirements. An employee shall provide a minimum of three (3) week's written advance notice, unless waived by the General Manager, when requesting to use paid vacation leave. All requests to use paid vacation leave must be approved in advance by the General Manager, who will attempt to approve or deny paid vacation leave requests about two (2) weeks in advance of the request to use such leave. The Agency may, at its discretion, require an employee to use accrued paid vacation leave.

Employees do not accrue paid vacation leave during unpaid leaves of absence unless required by law. If one or more paid holidays set forth in Section 7.1 occurs during a period of time that an employee is on an approved paid vacation leave, the employee will receive the paid holiday, and no deduction from employees paid vacation leave accruals will be taken for the day of the paid holiday.

Once an employee exceeds the applicable maximum allowed unused balance, the employee's paid vacation leave will be paid out as set forth below.

On October 1 of each year, the Agency will automatically "cash out" accrued vacation leave in excess of one-half of the *maximum allowed unused balance* for each employee who has accrued vacation leave in excess of their respective *maximum allowed unused balance*. Otherwise, employees are not allowed to "cash out" vacation leave. Any employee separating from the Agency will be paid for any accrued unused paid vacation leave at their rate of pay at the time of separation.

7.3 SICK LEAVE

A. PURPOSES FOR SICK LEAVE

Sick leave is paid leave from work that an employee may use for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or for a designated person (defined as any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the Agency may limit an employee to one designated person per 12-month period); or
2. For an employee who is a victim of a qualifying act of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.
 - a. A temporary restraining order or restraining order.
 - b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - c. To seek or obtain medical attention or recover from injuries that result from a qualifying act of violence.

d. To obtain services from a shelter, or program or crisis center as a result of a qualifying act of violence.

e. To obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.

f. To participate in safety planning or take other actions to increase safety from a future qualifying act of violence, including temporary or permanent relocation.

g. For any other reason specified in Government Code Section 12945.8(b).

3. Paid sick leave may also be used for court service/jury duty leave, military leave, crime victim leave and bereavement leave, to the extent such leave is not paid by the Agency.

B. ACCRUAL & CARRYOVER FOR DIFFERENT CATEGORIES OF EMPLOYEES

1. Full time employees who are not temporary accrue eight (8) hours of sick leave for each calendar month of paid status; part-time employees who are not temporary accrue sick leave in an amount prorated to the lower number of hours they work each calendar month in paid status. Accrued sick leave carries over from year to year. No accrual limit applies.
2. A temporary employee who works 30 or more days within a year from the commencement of employment with the Agency accrues one (1) hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment but a temporary employee stops earning sick leave once they have accrued 48 hours or six (6) work days/shifts of sick leave, whichever is greater.

C. SICK LEAVE USE

An employee may use accrued sick leave, in a minimum increment of two (2) hours, beginning on the 90th day after the first day of employment with the Agency, subject to the limits and request provisions in this policy.

D. PROTECTED SICK LEAVE

1. For full time employees who are not temporary employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated in this policy; and
2. For temporary employees, up to 24 hours, or three (3) days, whichever is greater, of accrued and available sick leave each year is protected and may be used for any of the purposes stated in this policy. The year is measured beginning on July 1, 2015, or the employee's anniversary of hire date, whichever is later.

E. SICK LEAVE REQUEST

To request ~~to the~~ use of sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice, preferably no later than 30 minutes before they are scheduled to report for work. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

Paid sick leave used as well as paid sick leave remaining will be reflected on the employee's wage statement. Employees wishing to utilize paid sick leave must indicate it on their timecard.

F. CERTIFICATION

The Agency may require that employees who are not temporary employees, provide a physician's certification to support any absence that involves the illness of the employee or family member if the Agency suspects that there is an abuse of sick leave by the employee. All employees, including temporary employees, who use paid leave to address issues related to domestic-a qualifying act violence, ~~sexual assault, stalking,~~ or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

G. SICK LEAVE ON SEPARATION FROM EMPLOYMENT

Upon termination or resignation or retirement, an employee shall be entitled to payment for any accrued but unused sick leave in excess of 200 hours based on each two (2) hours of accrued sick leave being converted to one (1) hour of vacation leave.

In lieu of payment, unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations as permitted by CalPERS.

H. SICK LEAVE REINSTATEMENT

If an employee separates and is rehired within one (1) year from separation, accrued and unused sick leave, to a maximum of six (6) days or 48 hours, whichever is greater, will be reinstated. An employee who worked at least 90 days in the initial employment with the Agency may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the Agency must work the remaining amount of the 90 day-qualifying period to be able to use accrued sick leave.

7.4 OTHER LEAVES OF ABSENCE

The Board shall have the authority to grant other leaves of absence to the General Manager. The General Manager shall have the authority to grant leaves to all other Agency employees in accordance with the provisions under which eligible leaves may be granted. All leaves shall be requested on a form provided by the Agency prior to the start of the requested leave. Failure to return promptly from authorized leave without prior authorization from the General Manager may result in disciplinary action up to and including termination.

7.5 CALIFORNIA FAMILY RIGHTS ACT LEAVE POLICY

The Agency provides leave in accordance with the California Family Rights Act (“CFRA”). Unless otherwise stated in this Policy, “Leave” means leave pursuant to the CFRA.

Employees who misuse or abuse Leave may be disciplined up to and including termination. Employees who fraudulently obtain or use Leave are not protected by the statute’s job restoration or maintenance of health benefits provisions. Please contact the General Manager for more information.

A. Definitions

1. “12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. “Child” means an employee’s child, including a child who is 18 years of age or older. An employee’s child means a biological, adopted, foster,

step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis (in place of a parent).

2.3. “Designated person” means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the Agency may limit an employee to one designated person per 12-month period.

3.4. “Family member” means an employee’s child, parent, spouse, domestic partner, grandchild, grandparent, and sibling.

4.5. “Parent” means the biological, adoptive, step or foster parent of an employee or an individual who stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

5.6. “Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and includes a registered domestic partner as defined below.

6.7. “Domestic Partner,” is another adult with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State and who meets the criteria specified in California Family Code sections 297 and 299.2. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

7.8. “Grandparent” means a parent of the employee’s parent.

8.9. “Grandchild” means a child of the employee’s child.

9.10. “Sibling” means a person related to the employee by blood, adoption or affinity through a common legal or biological parent.

10.11. “Serious health condition” means an illness, injury impairment, or physical or mental condition that involves:

- a. Inpatient Care (*i.e.*, an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity (*i.e.*, inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

- b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - 1. A period of incapacity (*i.e.*, inability to work or perform other regular daily activities) due to a serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - a) Treatment two or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, a nurse, or by a provider of health care services (*e.g.*, a physical therapist) under orders of, or on referral by, a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity; or
 - b) Treatment by a health care provider on at least one occasion that must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
 - 2. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse;
 - b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c) May cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy). Absences for

such incapacity qualify for leave even if the absence lasts only one day.

3. A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The employee, ~~or family member~~ or designated person must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

4. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

11.12. "Health Care Provider" means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- c. Nurse practitioners and nurse-midwives, clinical social workers and physician assistants who are authorized to practice under California law and who are performing within the scope of their practice as defined under California law;
- d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and,
- e. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

~~12.13.~~ “Covered active duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

B. ELIGIBILITY

An employee is eligible for leave if:

1. The employee has been employed by the Agency for at least 12 months (can be nonconsecutive work for employer over a 7-year period, except that any military leave time while employed counts towards this 12 months of service); and
2. The employee has been employed by the Agency for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

C. PERMISSIBLE USES OF LEAVE

Leave is only permitted for the reasons listed below.

1. Leave because of a serious health condition that makes the employee unable to perform the functions of his or her position;
2. Leave for the birth of a child or to care for a newborn of an employee;
3. Leave after the placement of a child with an employee in connection with the adoption or foster care of a child;
4. Leave to care for a child, parent, spouse, domestic partner, grandparent, grandchild, ~~or~~ sibling or designated person who has a serious health condition; and,
5. Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, domestic partner, son, daughter, ~~or~~ parent or designated person is on covered active duty or been notified of an impending call or order to covered active duty in the Armed Forces. There are eight general categories of “qualifying exigencies”: ~~–~~short-notice deployment, military events and related activities, childcare and

school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities, and parental care arrangements.

D. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 weeks of leave during any 12-month period.

E. EFFECT OF HOLIDAYS

If a holiday observed by the Agency occurs within a week taken as CFRA leave, the holiday has no effect on the amount of CFRA leave taken and the entire week is still counted as a week of CFRA leave. However, if the employee is using CFRA leave in increments of less than one week, the holiday will not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

F. MINIMUM DURATION OF LEAVE

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling, [designated person](#) or the employee himself or herself with a serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions of this Policy is required.

G. INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE

Under certain circumstances, leave may be taken intermittently or on a reduced leave schedule.

"Intermittent leave" is leave taken in separate blocks of time due to a single qualifying reason, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. "Reduced leave schedule" means a leave schedule that reduces the employee's usual number of hours per workweek or workday, usually from full- to part-time.

Where leave is taken because of the birth or the placement of a child for adoption or foster care, a reduced leave schedule may only be taken if the Agency agrees. Employees may take intermittent leave because of the birth or the placement of a child for adoption or foster care in minimum increments of two weeks duration, with the exception that an employee is entitled to leave for this purpose in periods that are less than two weeks duration on any two occasions.

Where leave is taken to care for a sick family member or designated person, or for the employee's own serious health condition, intermittent leave or leave on a reduced leave schedule may be taken when "medically necessary" (e.g., weekly physical therapy treatments). The employee must provide medical certification that there is a medical need for leave (as distinguished from voluntary treatments and procedures) and such medical need can be accommodated best through an intermittent leave or reduced leave schedule. Employees needing such leave must make a reasonable effort to schedule their leave so as not to disrupt the Agency's operations.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the Agency may require the employee to transfer temporarily to an alternate position of equivalent pay and benefits during the period that the intermittent leave or reduced schedule leave is required. The Agency will not transfer employees who take unforeseeable intermittent leave.

If an employee takes leave intermittently or on a reduced leave schedule, only the amount of leave actually taken may be counted towards the 12 weeks of leave to which an employee is entitled. For example, if an employee takes one day of leave per week, he or she has used 1/5 of a week of CFRA leave. Similarly, if an employee who regularly works eight-hour days works four-hour days on a reduced leave schedule, the employee would use one-half of a week of CFRA leave.

H. SPOUSES BOTH EMPLOYED BY THE AGENCY

In any case in which both parents of a child, adoptee, or foster child are employed by the Agency and are entitled to bonding leave, each parent is entitled to take 12 workweeks of CFRA bonding leave during any 12-month period.

I. SUBSTITUTION OF PAID ACCRUED LEAVES AND LEAVE'S EFFECT ON PAY

Although leave under this Policy is unpaid, an employee may elect and the Agency will require an employee to use paid accrued leaves as described below:

1. An employee may elect and the Agency will require an employee to use accrued paid vacation or personal leave, if any, for all or part of any unpaid leave under this Policy.
2. An employee may elect and the Agency will require an employee use sick leave concurrently with leave under this Policy only if the leave is for the employee's own serious health condition. If the leave is needed to care for a parent, spouse, child, grandparent, grandchild, sibling, [designated person](#) or domestic partner with a serious health condition, the employee may elect to use sick leave concurrently with leave under this Policy, but is not required to do so.
3. Where an employee both qualifies for CFRA leave and is taking leave pursuant to the Agency's temporary disability policy, the state disability benefit plan or worker's compensation benefits, neither the employee nor the Agency may require substitution of paid leave. However, the employee and the Agency may mutually agree to have paid leave supplement the disability plan or worker's compensation benefits.

Except to the extent that accrued paid leave are substituted for family care and medical leave, as set forth above, leave under this Policy is unpaid.

Upon becoming disabled, an employee should apply for State Disability Insurance (SDI). In addition, under the Paid Family Leave (PFL) law, employees who take time off from work to care for a seriously ill child, spouse, domestic partner, parent, grandparent, grandchild, ~~or sibling~~ [or designated person](#), or to bond with a new child (entering their life either by birth, adoption, or foster care placement), may receive PFL benefits through SDI. For more information, and to obtain claim forms, employees may speak with the General Manager, visit any SDI office, or go to EDD's website at: www.edd.ca.gov. Any paid time used will be integrated so that the employee does not receive more than 100% of regular pay.

Vacation and sick leave are not earned during unpaid leaves. Employees who are eligible to accrue vacation only accrue vacation when working or when receiving another form of paid leave earned through their work (for example, when using paid vacation or sick leave), and then only for the portion of the paid leave earned through work.

J. AGENCY'S RIGHT TO REQUIRE AN EMPLOYEE TO EXHAUST CFRA LEAVE CONCURRENTLY WITH OTHER LEAVES

If an employee takes a leave of absence for any reason that also qualifies under the CFRA, the Agency may designate that leave as running concurrently with the employee's 12-week CFRA leave entitlement.

K. AGENCY'S AND EMPLOYEE'S RIGHTS IF AN EMPLOYEE REQUESTS ACCRUED LEAVE WITHOUT MENTIONING CFRA

If an employee requests to utilize accrued vacation leave, [paid sick leave](#), personal leave, or other accrued paid time off without reference to a CFRA qualifying purpose, the Agency may not ask the employee if the leave is for a CFRA qualifying purpose. However, if the Agency denies the employee's leave request and the employee provides information that the requested time off is for a CFRA qualifying purpose, the Agency may require the employee to exhaust accrued leave as described above.

L. EMPLOYEE BENEFITS WHILE ON LEAVE

1. Group Health Insurance During Unpaid Leave

Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the Agency's group health insurance (which includes health, dental and vision) for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year (see below for more information). If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the Agency will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

2. Benefit Plans Not Provided through the Agency's Group Health Plan During Unpaid Leave Do Not Continue

The Agency does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the Agency's benefit plans that are not provided through the Agency's group health plans while the employee is on unpaid leave.

3. Payment of Premiums

Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The Agency will inform the employee whether the direct payments for premiums should be paid to the carrier or to the Agency, and the deadlines for paying premiums in order to prevent

coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.

4. Recovery of Premium if the Employee Fails to Return from Leave

If an employee fails to return to work after his or her leave entitlement has been exhausted or expires, the Agency shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence or onset of a serious health condition of the employee or his or her family member that would entitle the employee to leave or because of circumstances beyond the employee's control.

M. NOTICE REQUIREMENTS

Although the Agency recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that he or she will need leave in the future, but does not know the exact day(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his or her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

N. MEDICAL CERTIFICATIONS

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

1. Employee's Own Serious Health Condition

Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his or her own serious health condition, the employee must obtain recertification if additional leave is requested.

2. Family Member or Designated Person Serious Health Condition

Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, ~~or sibling~~ or designated person who has a serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, ~~or sibling~~ or designated person and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner, grandparent, grandchild, ~~or sibling~~ or designated person. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member or designated person, the employer must obtain recertification if additional leave is requested.

3. Qualifying Exigency

The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation shall be provided to the Agency if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The Agency will verify the certification as permitted by the CFRA.

4. Time to Provide Certification

When an employee’s leave is foreseeable and at least thirty (30) days’ notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the Agency within the time frame requested by the Agency (which must allow at least fifteen (15) calendar days after the Agency’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

5. Incomplete/Invalid Medical Certification

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this Policy, the Agency may delay the taking of CFRA leave until the required certification is provided or deny CFRA protections following the expiration of the time period to provide an adequate certification.

If the Agency has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the Agency may require a medical opinion of a second health care provider chosen and paid for by the Agency. If the second opinion is different from the first, the Agency may require the opinion of a third provider jointly approved by the Agency and the employee, but paid for by the Agency. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

O. REINSTATEMENT UPON RETURN FROM LEAVE

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the Agency, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his or her readiness to return, as set forth below.

P. EMPLOYEE'S OBLIGATION TO PERIODICALLY REPORT ON HIS OR HER CONDITION

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

Q. FITNESS-FOR-DUTY CERTIFICATION

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

7.6 LEAVE BECAUSE OF PREGNANCY, CHILDBIRTH, OR RELATED MEDICAL CONDITION

A. AMOUNT OF LEAVE

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, “four months” means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

B. NOTICE & CERTIFICATION REQUIREMENTS

1. Notice: Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the General Manager or designee.
2. Certification: The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and (3) the estimated duration or end date of the leave.

C. COMPENSATION DURING LEAVE

Pregnancy disability leaves are without pay. However, the employee must first use sick leave, if any. Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the leave.

D. BENEFITS DURING LEAVE

1. Group Health Insurance: An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The Agency may recover premiums it paid to maintain health coverage if an employee

does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the CFRA.

2. Sick and Vacation Leaves: Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.
3. Employee Status During Leave: The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

E. REINSTATEMENT

1. Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.
2. If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.
3. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the Agency will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with this Handbook.

7.7 BEREAVEMENT LEAVE

In the event of the death of an employee's immediate family member, the employee may request from the General Manager a bereavement leave of up to a maximum of five (5) days per incident with pay. The immediate family is defined as a current spouse or registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law or a reproductive loss event.

7.8 MILITARY LEAVE

Military leave will be granted in accordance with applicable federal and state law. An employee requesting leave for this purpose shall promptly provide the General Manager with a copy of the military orders specifying the dates, site and purpose of the activity or mission. If any military leave is unpaid, the employee may use any unused accrued paid sick leave for such leave. -Within the limits of such orders, the General Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

7.9 JURY DUTY LEAVE

Any non-exempt employee who is required to serve on jury duty, and has completed their training period, will receive full pay while serving up to ten (10) days of jury duty per calendar year. A leave of absence without pay will be granted or unused accrued paid sick leave may be used if jury duty exceeds the ten (10) day limit (exempt employees' salary will not be changed for jury duty service). The employee should notify the supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. The employee may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury duty, then the employee will be expected to return to work. Any mileage allowance paid by the court for jury services is to be retained by the employee.

7.10 OTHER COURT OR ADMINISTRATIVE PROCEEDING APPEARANCES

A. REGARDING AGENCY DUTIES

Any employee, including a temporary employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of their Agency job duties, must give their supervisor as much advance notice as is possible. The Agency will determine whether the matter involves an event or transaction in the course of the employee's Agency job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The Agency will offset the amount from pay the employee receives for witness fees.

B. REGARDING EMPLOYEE-INITIATED PROCEEDINGS

Any employee, including a temporary employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that they initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

C. REGARDING CRIME VICTIM/ VICTIM FAMILY MEMBER COURT ATTENDANCE LEAVE

Any employee, including a temporary employee, who is a victim of a crime may take leave from work to attend judicial proceedings related to that crime, if the employee provides the Agency notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the Agency, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

D. REGARDING CRIME VICTIM/ FAMILY MEMBER VICTIMS' RIGHTS PROCEEDINGS LEAVE

~~Any employee, including a temporary employee, who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the Agency reasonable advance notice. If advance notice is not feasible, the employee must provide the Agency, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off. If an employee is a victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, the employee can take time off to attend judicial proceedings related to that crime.~~

In order to take time off under this provision, the employee must give the Agency a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide documentation evidencing the judicial proceeding from any of the following entities:

A. The court or government agency setting the hearing;

B. The district attorney or prosecuting attorney's office; or,

C. The victim and/or witness office that is advocating on behalf of the victim.

Time off for Crime Victim/Family Member Victims of Crime is unpaid. However, an employee may elect to use accrued vacation, paid sick leave, or a floating holiday for such leave.

To the extent allowed by law, the Agency will maintain the confidentiality of any request for Crime Victim/Family Member Victims of Crime Leave.

For purposes of Crime Victims/Family Member Victims of Crime Leave, the following terms have the following meanings:

“Immediate family member” means spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

“Registered domestic partner” means a domestic partner that is registered under California law.

“Victim” means a person against whom one of the following crimes has been committed:

A. A violent felony as defined in Penal Code section 667.5(c);

B. A serious felony as defined in Penal Code section 1192.7; or,

C. A felony provision of law proscribing theft or embezzlement.

7.11 LEAVE FOR VICTIMS OF QUALIFYING ACT OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR OTHER CRIMES

A. TO OBTAIN RESTRAINING ORDERS OR INJUNCTIVE RELIEF

Any employee, including a temporary employee, who is a victim of domestic violence, sexual assault, stalking, or other crime may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator;

Employee Handbook DRAFT 7/30/2026 REVISIONS

Resolution No. 24R-07

Adopted: May 14, 2024

~~evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or paid leave, or compensatory time off.~~

~~B. TO OBTAIN MEDICAL ATTENTION, COUNSELING, OR SAFETY PLANNING~~

~~Any employee, including a temporary employee, who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the Agency within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or personal leave, or compensatory time off.~~

If an employee is a victim of a "qualifying act of violence," as defined below, or of a crime that caused physical injury or caused mental injury and a threat of physical injury, or had a family member (i.e., spouse or domestic partner, child, parent, grandparent, grandchild, sibling, or a designated person, as defined above) who died as a result of a crime, the employee may take time off to obtain, or to attempt to obtain, any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child. A "qualifying act of violence" is defined as any of the following: (a) domestic violence, (b) sexual assault, (c) stalking, or (d) an act, conduct, or pattern of conduct that includes any of the following: (i) an individual causes bodily injury or death to another individual, (ii) an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual, or (iii) an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. An employee must give reasonable advance notice of his or her intention to take time off under this leave, unless the advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the Agency substantiating the leave. Certification can be any of the following, including:

Employee Handbook DRAFT 7/30/2026 REVISIONS

Resolution No. 24R-07

Adopted: May 14, 2024

- A. A police report indicating the employee or a family member of the employee were a victim as specified in the above paragraph;
- B. A court order protecting or separating the employee or a family member of the employee from the perpetrator of the qualifying act of violence or other evidence from the court or prosecuting attorney that the employee or employee's family member appeared in court;
- C. Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or employee's family member were undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or
- D. Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized in this section.

To the extent allowed by law, the Agency will maintain the confidentiality of any request for a Victim of Qualifying Act of Violence Leave.

Victim of Qualifying Act of Violence Leave may be paid upon the employee's request as provided under the Sick Leave provisions, above. However, depending on the employee's specific needs, the employee may also use or instead use accrued vacation.

The Agency will also provide reasonable accommodations, as specified under Government Code section 12945.8(e) for any employee who is a victim of a qualifying act of violence who requests such an accommodation for the employee's safety while at work.

"Domestic violence" is defined in Family Code section 6211; "Crime" is defined in Government Code section 12945.8(j)(1); "Sexual Assault" is defined in Government Code section 12945.8(j)(6); "Stalking" is defined in Government Code section 12945.8(j)(7); and "Victim" is defined in Government Code section 12945.8(j)(8).

The Agency will not terminate, discriminate against, or retaliate against an employee who is a victim of a qualifying act of violence for taking time off to help ensure their own health, safety, or welfare, or that of their child, by seeking to:

- A. Obtain a temporary restraining order.

- B. Obtain a restraining order.
- C. Obtain other court assistance.
- D. Secure medical attention for injuries caused by a qualifying act of violence.
- E. Obtain services from a shelter, program or crisis center as a result of a qualifying act of violence.
- F. Obtain psychological counseling or mental health services related to an experience of domestic violence.
- G. Provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- H. Participate in safety planning and take other actions to increase safety from future qualifying acts of violence, including temporary or permanent relocation.
- I. Obtain other court assistance to help ensure their health, safety, or welfare or that of their child.
- J. For any other reason specified in Government Code Section 12945.8(b).

7.12 TIME OFF FOR VOTING

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may request up to two (2) hours of paid leave either at the beginning or the end of the employee's regular working shift. Where possible, the employee shall request time off to vote from their supervisor at least two (2) working days' prior to Election Day.

7.13 CHILD SUSPENSION LEAVE

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

7.14 SCHOOL-RELATED LEAVE: SCHOOL OR LICENSED DAY CARE ACTIVITY LEAVE

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight (8) hours in any calendar month of the school year, to: (1) participate in activities of their child's school or licensed child care facility; (2) find, enroll, or reenroll a child in a school or with a licensed child care provider; or (3) to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave, or compensatory time off. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the Agency at the same Agency work site, only the first parent requesting leave will be entitled to leave under this provision.

7.15 REPRODUCTIVE LOSS LEAVE

For any employee who has been employed with the Agency for at least thirty (30) days, the employee may take up to five (5) days of unpaid leave each calendar year following a "reproductive loss event." A "reproductive loss event" means the day or, for multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. The employee may use paid sick leave or vacation time for such reproductive loss leave.

ARTICLE 8.0 EMPLOYEE BENEFITS

8.1 HEALTH INSURANCE

The Agency provides a comprehensive medical, vision, dental, and life insurance plan for regular full time and eligible part time employees. Health insurance for employee dependents is provided on a cost-sharing basis. An employee becomes eligible for such insurance as set forth in the Agency's insurance benefit plan documents and as required by law. In the event of an increase in health insurance premium rates, all employees may be required to contribute towards the cost of increased premiums to retain coverage.

8.2 DISABILITY INSURANCE

Each employee contributes to the state of California for disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when the employee cannot work because of illness or injury not caused by employment, pregnancy, or childbirth. Specific rules and regulations governing disability insurance, including, but not limited to eligibility requirements and the process for filing a claim, are available from the Employment Development Department, including on its website: <https://edd.ca.gov/>.

8.3 UNEMPLOYMENT COMPENSATION

The Agency contributes each year to the California Unemployment Insurance Fund on behalf of its employees.

8.4 RETIREMENT PLAN

The Agency contracts with the California Public Employees Retirement System ("CalPERS") to provide a plan for eligible employees in order to assist in planning for their retirement. For information regarding eligibility, contributions, benefits, and tax status, contact the General Manager. All eligible participants will receive a summary plan description.

8.5 SPECIAL COMPENSATION - UNIFORM ALLOWANCE

In compliance with the California Public Employees' Retirement System ("CalPERS") regulations and definition of Special Compensation (2 C.C.R. § 571), for "classic members" as defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA"), the compensation paid or the monetary value for the purchase, rental, and/or maintenance of required uniforms shall be reported to CalPERS as Special Compensation. The Agency agrees that the amount paid for uniform rental is "pay" is

described in Title 2 of the California Code of Regulations Section 571 (a)(5) as a “statutory item” of compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

The Agency will report to CalPERS the average monetary value (*i.e.*, average cost) of uniform rental for only “classic members” on a per payroll basis. The average monetary value applied to a payroll period will be based on the prior fiscal year average monetary value paid for the uniform rental for “classic members” only.

The Uniform Allowance is a payroll deduction funded by the employee. The monetary value of the uniform is a benefit provided by the Agency.

8.6 EMPLOYEE OUTSIDE ACTIVITIES

It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the Agency or the individual employee’s employment with the Agency. Attendance at such activities may be required by the Agency or requested by individual employees. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued by the General Manager. To obtain approval, employees wishing to attend an activity must submit a written request detailing all relevant information about the activity, including date, hours, location, cost, expenses, nature and purpose of activity, and justification for attendance.

Where attendance is required or authorized by the Agency, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally may include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the General Manager in advance.

Employees will be reimbursed following successful completion of examinations for certificates that are required by their job descriptions. Similarly, renewals for required certificates will be reimbursed by the Agency. For activities that result in a letter grade (*e.g.*, A, B, C, D, or F) or a pass/fail designation, the employee must be awarded after successful completion of the activity and the receipt of a grade C or better or a pass designation.

Employee attendance at authorized outside activities, during normal working hours, will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices. Further, when an employee’s participation in

an activity is required by the Agency, attendance will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While the Agency generally encourages all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless prior written approval is obtained as discussed above.

8.7 STUDENT LOAN ASSISTANCE BENEFIT

The Agency offers assistance in repayment of college/university student loan debt to up to two (2) eligible employees during each fiscal year. Eligibility for the benefit will be determined based on the date on which the employee has provided their request to the General Manager.

Agency approved and eligible employees may receive up to \$500 per month to repay their student loan debt to a maximum reimbursement of \$10,000 for an Associate of Arts (or Sciences) degree, \$30,000 for a four-year Bachelor's degree, or \$20,000 for a Master of Science degree from an accredited college or university.

The repayment for student loan debt for tuition, books, applications, and tests is limited to current debt that the employee has directly related to tuition payments for having received a degree (referred to above), relevant to the employee's job (as determined by the General Manager) at an accredited college or university. The requesting employee must have at least three (3) years continuous service at the Agency at the time of the request.

The requesting employee must submit paperwork satisfactory to the General Manager that confirms the debt amount (for example, if the employee only owes \$20,000 for their Bachelor of Science degree, the reimbursement maximum will be limited to \$20,000.) If the employee ceases to be a regular full-time employee, the benefit will stop. For example, should the employee become a part-time employee, temporary employee, or have their employment terminated, the benefit will no longer be available to employee.

The maximum lifetime benefit available to an employee is \$60,000.

The employee can only participate in one (1) reimbursement benefit agreement at a time. For example, an employee who has student loans for both a Masters and a Bachelor's degree would have to select the debt for which they wish to seek reimbursement.

8.8 RECREATIONAL ACTIVITIES AND PROGRAMS

The Agency or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

8.9 WORKERS' COMPENSATION

The Agency, in accordance with state law, provides workers' compensation insurance coverage for employees in case of work-related injury or illness. The workers' compensation insurance benefits provided to such employees may include:

- Medical care,
- Cash benefits, generally tax free, to replace lost wages,
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To request workers' compensation insurance benefits, the employee will need to:

- Immediately report any work-related injury to the supervisor.
- Seek medical treatment and follow-up care if required.
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the General Manager.

Employees must provide the Agency with a certification from their health care provider regarding the need for workers' compensation disability leave and the employee's ability to return to work from the leave based on the essential functions of the assigned position.

The Agency provides for medical treatment for work-related injuries through an Agency designated medical provider.

Employees who are injured in a work-related incident will be referred to the Agency's designated medical treatment provider, unless prior to a work-related injury, the Agency has received from the employee a written notice that the employee wishes to be treated by their own physician. Employees who do not designate their own physician will be treated by the Agency's designated medical treatment provider for work-related injuries, for at least 30 days, if required. Employees may seek treatment from their own physician after 30 days, should they so desire.

Upon submission of a medical certification that the employee is able to return to work, they will be offered the same position held at the time of leaving, unless the job has been filled in order to avoid undermining the Agency's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the Agency's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities.

The law requires that this Agency notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may be in order.

8.10 DEFINITION OF DOMESTIC PARTNER

A Domestic Partner is the employee's or retiree's domestic partner under a legally registered and valid domestic partnership.

For an employee or retiree to include their domestic partner as a dependent under the plan, the employee or retiree and their domestic partner must meet the following criteria:

- a. Both persons must share a common residence
- b. Neither person can be married to someone else nor be a member of another domestic partnership with someone else that has not been terminated, dissolved, or nullified
- c. The two individuals are not related by blood in a way that would prevent them from being married to each other in the state of California
- d. Both persons must be at least 18 years of age
- e. Both persons must be capable of consenting to the domestic partnership

Both persons must provide the plan administrator with a California State Registration of Domestic Partnership.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF EMPLOYEE HANDBOOK

I hereby acknowledge that I have received and reviewed a copy of the Bighorn Desert View Water Agency EMPLOYEE HANDBOOK (hereinafter "Handbook"), and understand it contains important information regarding the Agency's general personnel policies and my privileges and obligations as an employee of the Agency. I acknowledge that I am expected to read, understand, and adhere to the Handbook and I agree to familiarize myself with its contents. I understand that if I have any questions about the Handbook or its contents, I am to discuss them with my supervisor or the General Manager.

I recognize that this Handbook supersedes and replaces any previous handbooks, and to the extent that provisions of this Handbook conflict with previously issued policies or practices, whether or not such policies and practices were contained in an employee handbook, this Handbook shall prevail. I understand that the Agency may revise, modify, delete, or add to any of the provisions in this Handbook, from time to time in its sole and absolute discretion with or without prior notice, subject to written approval by the Board of Directors. I understand that the Agency will advise employees of material changes to the Handbook within a reasonable time.

I further understand and agree that my employment with the Agency is at will, as set forth in the At Will Employment section of the Handbook, which means that my employment may be terminated with or without cause, and with or without notice, at any time by either the Agency or me. I understand and agree that nothing in this Handbook limits the right to terminate my at-will employment, with or without cause, or with or without notice. I further understand and agree that my "at will" employment status cannot be changed in any way, whatsoever, except in a writing which has been approved by the Board of Directors.

Employee's Name (print or type)

Date: _____

Employee Signature

Date: _____

Witness

APPENDICES A - D

**ALL APPENDICES ARE ADOPTED BY SEPARATE BOARD RESOLUTION OR
MOTION AND INCORPORATED BY REFERENCE ONLY**

APPENDIX A DRUG AND ALCOHOL TESTING PROGRAM

APPENDIX B JOB DESCRIPTIONS/CLASSIFICATIONS

APPENDIX C RANGE AND STEP SCHEDULE

APPENDIX D ORGANIZATIONAL CHART

APPENDIX A

DRUG AND ALCOHOL TESTING PROGRAM

U.S. DEPARTMENT OF TRANSPORTATION PROGRAM FOR
SAFETY-SENSITIVE EMPLOYEES ONLY

APPENDIX B

JOB DESCRIPTIONS/CLASSIFICATIONS

APPENDIX C

RANGE AND STEP SCALE

APPENDIX D

ORGANIZATIONAL CHART



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high-quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' MEETING MINUTES

**BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285
REMOTE PARTICIPATION AVAILABLE**

**July 14, 2026
Time – 6:00 P.M.**

CALL TO ORDER

President called the meeting to order at 6:01 pm

PLEDGE OF ALLEGIANCE

Vice President Aldridge led the pledge.

ROLL CALL

Directors present: Rodney Miller-Boyer
 William Aldridge
 Megan Close-Dees
 Jose Martinez
 JoMarie McKenzie

Staff present: Jennifer Cusack, General Manager
 Marina West, Chief Engineer
 David Rewal, Water Distribution Supervisor
 Rosie Paulino, Accounting Tech/Customer Svc Rep.
 Lana Kieser-Jazo, Accounting Tech/Customer Svc Rep.

Public: Following Roll Call 0 member(s) of the public were present in the meeting room. There was 1 member of the public participating via Zoom platform.

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

MSC¹ (Aldridge/Martinez) unanimously approved.

INTRODUCE NEW EMPLOYEE

General Manager Cusack introduced the new employee Lana Kieser-Jazo to the Board of Directors.

1. **Board to consider adopting Resolution No. 26R-07 Establishing the Agency's Appropriation Limit for Fiscal Year 2026/27 at \$384,707 with the anticipated 2026/27 Tax Levy of \$328,900, which is well below the statutory limit.**

General Manager Cusack gave the staff report provided in the agenda packet noting this is an annual requirement of the Agency tied to the budget and has posting requirements that were met prior to the Board's consideration tonight. The Agency is not expected to exceed the Appropriation Limit for Fiscal Year 2026/27 and therefore remains in compliance with this law.

Questions from the Board were asked and answered.

Public Comment:

None.

Motion No. 26-030 – Adopt Resolution No. 26R-06 Establishing the Agency's Appropriation Limit for Fiscal Year 2026/27 at \$384,707 with the anticipated 2026/27 Tax Levy of \$328,900, which is well below the statutory limit.

Rodney Miller-Boyer yes

JoMarie McKenzie yes

Jose Martinez yes

William Aldridge yes

Megan Close-Dees yes

MSC¹ (Martinez/Close-Dees) unanimously approved.

2. **Public Hearing - Board to consider adopting Resolution No. 26R-08 Establishing Standby Assessments for Improvement District Goat Mountain (ID GM) for Fiscal Year 2026/27 (Tax Year 2026)**

PUBLIC HEARING OPENED at 6:12 pm.

General Manager Cusack gave the staff report as provided in the agenda packet noting that the Improvement District Goat Mountain service area parcels without a meter are annually assessed a "standby" fee which was transferred to the Agency upon annexation of the territory. Once a parcel purchases a water meter then the standby assessment is no longer charged. All public posting requirements have been met prior to this Public Hearing and no written or verbal comments have been received prior to this Public Hearing. Chief Engineer West mentioned the Standby fee for BDVWA was removed by a vote of the public in 1999.

No public comments were received.

Questions from the Board were asked and answered.

PUBLIC HEARING CLOSED at 6:19 pm.

Motion No. 26-031 – Adopt Resolution No. 26R-08 Establishing Standby Assessments for Improvement District Goat Mountain (ID GM) for Fiscal Year 2026/27 (Tax Year 2026)

Jose Martinez yes
William Aldridge yes
Megan Close-Dees yes
Rodney Miller-Boyer yes
JoMarie McKenzie yes

MSC¹ (Martinez/Close-Dees) unanimously approved.

- 3. Public Hearing - Board to consider approving Resolution No. 26R-09 Confirming Reports of Delinquent Accounts for Basic Service Charges, Water Consumption Charges, Delinquent Fees, Miscellaneous Fees and Processing Fees AND Authorizing Placement of Property Liens on the Secured Tax Rolls of San Bernardino County for Collection of Delinquencies within Bighorn-Desert View Water Agency**

PUBLIC HEARING OPENED at 6:21 pm.

General Manager Cusack gave the staff report as provided in the agenda packet noting the process as a routine annual collection of delinquent bills to be secured on the tax roll, reviewing notifications leading up to the Public Hearing. No written or verbal protests have been received prior to this Public Hearing.

No public comments were received.

Questions from the Board were asked and answered.

PUBLIC HEARING CLOSED at 6:28

Motion No. 26-032 – Adopt Resolution No. 26R-09 Confirming Reports of Delinquent Accounts for Basic Service Charges, Water Consumption Charges, Delinquent Fees, Miscellaneous Fees and Processing Fees AND Authorizing Placement of Property Liens on the Secured Tax Rolls of San Bernardino County for Collection of Delinquencies within Bighorn-Desert View Water Agency

Jose Martinez yes
William Aldridge yes
Megan Close-Dees yes
Rodney Miller-Boyer yes
JoMarie McKenzie yes

MSC¹ (Aldridge/Martinez) unanimously approved.

4. **Board to authorize the General Manager to executive an Agreement with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement and collection of Special Taxes, Fees, and Assessments for Fiscal Year 2026-27 to Fiscal Year 2030-31.**

Staff presented the information and the Board discussed the item and took the following action.

Public Comment:
None.

Motion No. 26-033 Authorize the General Manager to executive an Agreement with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement and collection of Special Taxes, Fees, and Assessments for Fiscal Year 2026-27 to Fiscal Year 2030-31.

MSC¹ (Close-Dees/Aldridge) unanimously approved.

5. **Board to consider authorizing the General Manager to prepare a Request for Proposals for As-needed/On-call Contractor(s) to assist with water system repairs and emergencies.**

General Manager Cusack gave the staff report as presented in the agenda packet noting the operational flexibility provided by the option to retain on-call outside contractors, especially during an emergency, is beneficial to the Agency and customers. The Agency also has some non-routine maintenance work that requires specialized equipment or additional staffing to complete. She summarized the process of obtaining proposals and subsequent evaluation criteria for final selection and that she is seeking approval from the Board to prepare a Request for Proposal which would be brought back to the Board for review and approval prior to circulation.

Water Distribution Supervisor Rewal reported to the Board that in the past we just called contractors for help if needed or we just used our staff. Chief Engineer West added additional input supporting the need for this kind of service, which hasn't been utilized previously.

Director Martinez noted this topic was presented at the recent Planning, Legislative, Engineering, Grants & Safety (PLEGS) Committee meeting where the committee supported moving it to the Board for consideration. Questions from the Board were asked and answered.

Public Comment:
None.

Motion No. 26-034 - Authorize the General Manager to prepare a Request for Proposals for As-needed/On-call Contractor(s) to assist with water system repairs and emergencies.

MSC¹ (Martinez/Aldridge) unanimously approved.

- 6. Board to consider authorizing the General Manager to solicit proposals and share limited system information for a Geographic Information System GIS Professional Service Agreement.**

General Manager Cusack gave the staff report as provided in the agenda packet noting this is a new process for integrating our facilities information into a Geographic Information System (GIS) platform which increases efficiencies across the Agency. She described how the system would deploy on a tablet which field staff can access remotely to receive and respond to Service Orders and to even access a customer account through the Springbrook billing platform.

Questions from the Board were asked and answered.

Public Comment:

None.

Motion No. 26-035 - Authorize the General Manager to solicit proposals and share limited system information for a Geographic Information System GIS Professional Service Agreement

MSC¹ (Martinez/Aldridge) unanimously approved.

- 7. Board to consider authorizing the General Manager to publish a Notice Inviting Bids for a contract to construct the Water System Improvements and Consolidation Project (PI/C Project SWRCB Grant Agreement No. D2102065)**

Chief Engineer West gave the staff report as presented in the agenda packet noting the design is essentially complete and 3,500 ft of pipeline will be carved out for future construction to allow the first phase to move forward. The carveout will be added to a later phase and outlined in an Amendment to the Agreement. The Amendment has been submitted which will include the carve out section of pipeline where the Agency has been delayed by property acquisition, the request for funds for the western Joshua tree Incidental Take Permit invoice, and a request to fund the replacement of the R1 Reservoir.

Chief Engineer West outlined the upcoming steps to Notice Inviting Bids. She estimated construction activities could begin in late 2026 noting once a contract is awarded it will still have to be approved by the SWRCB followed by the submission of paperwork by the contractor before breaking ground.

Questions from the Board were asked and answered.

Public Comment:
None.

Motion No. 26-036 authorizing the General Manager to publish a Notice Inviting Bids for a contract to construct the Water System Improvements and Consolidation Project (PI/C Project SWRCB Grant Agreement No. D2102065)

MSC¹ (Aldridge/Martinez) unanimously approved.

8. Consent Calendar -

- a. Board Meeting Minutes
 - i. June 9, 2026 – Regular Meeting
- b. Financial Statements
 - i. Balance Sheet(s) – May 2026
 - ii. Budget Sheet(s) – May 2026
- c. Receive and File Disbursements – May 2026
- d. Service Order Report – May 2026
- e. Production Report for Bighorn-Desert View System – May & June 2026
- f. Production Report for Goat Mountain System – May & June 2026
- g. Receive and File Committee Meeting Minutes
 - i. Planning/Legislative/Engineering/Grants Standing Committee 2/18/2025
 - ii. Finance/Public Relations/Education/Personnel Standing Committee 9/2/2025

Recommended Action: Approve Consent Calendar Items a through g, as presented.

Public Comment:
None.

Motion No. 26-037 Approve Consent Calendar Items a through g, as presented.

MSC¹ (Martinez/McKenzie) unanimously approved.

9. Matters removed from the Consent Calendar

None.

10. Public Comment Period

None.

11. Items for Next or Future Agenda

Director McKenzie requested the Purchasing Policy come before the board for review, as she would like to see the approval amounts for expenditures lowered from \$25,000 to \$10,000 that come before the Board prior to purchase. It was suggested this come to the next Finance, Public Relations, Education, Personnel (FPREP) Committee meeting.

12. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

- a. General Manager Report – GM Cusack reported on the Consumer Confidence Report for 2025 which was recently published noting that the Agency did not exceed any water quality standards in 2025. She further acknowledged all staff, Rosalind, Laun, David, Hunter and Nano who are doing an outstanding job.
- b. Chief Engineer Report – Noted she confirmed that MWA will be holding a “MB Mini-tour” in September.
- c. Director Reports
 - Dir. McKenzie reported on the Landers Homestead Valley Association meeting held on Monday, July 13, 2026.
 - Dir. Miller-Boyer reported on the SB 827 (Fiscal and Financial Training) webinar he completed, which is a newly mandated training requirement for directors.
 - Dir. Aldridge reported on the 2-hr. Ethics Training (AB 1234) he recently completed which is required every two years. He also reported on the Mojave Water Agency meeting he attended remotely on July 9, 2026.

13. Adjournment

President Miller-Boyer adjourned the meeting at 7:49 p.m.

Approved by:

Megan Close-Dees, Secretary of the Board

MSC¹ – Motion made, seconded and carried.

Official Seal

General Ledger

Balance Sheet

User: jcusack
 Printed: 08/06/2026 - 12:23PM
 Fund: All
 Period: 12
 Fiscal Year: 2026

Bighorn – Desert View Water Agency

622 S. Jemez Trail (760) 364-2315
 Yucca Valley, CA 92284-1440

Fund ALFRE

Account Type	Amount
01 - General Fund	
Assets	
CASH & CASH EQUIVALENTS	
01-00-131250 - BANC OF CALIFORNIA (PWB)	182,176.69
01-00-131300 - CASH DRAWERS BASE FUND	750.00
01-00-131350 - FIVE STAR BANK	181,253.08
01-00-134000 - PETTY CASH FUND	800.00
Total CASH & CASH EQUIVALENTS:	364,979.77
INVESTMENTS	
01-00-131251 - BANCofCA High Yield Savings	1,079,160.85
01-00-131255 - FIVE STAR BANK MONEY MARKET	715,513.46
01-00-132000 - PARS IRS 115 TRUST	306,332.51
01-00-133030 - LAIF - CASH ACCOUNT	17,645.31
01-00-133111 - CALIFORNIA CLASS	3,438,710.24
Total INVESTMENTS:	5,557,362.37
ACCOUNTS RECEIVABLE - WATER	
01-00-137100 - A/R WATER	318,219.23
01-00-137120 - 2025 IDGM STBY A/R (\$8,667)	0.00
01-00-137130 - A/R WATER UNBILLED FYE	105,471.43
01-00-139544 - 2017-18 LIEN-DQ WATER \$32,464	136.89
01-00-139546 - 2019-20 LIEN-DQ WATER \$35,381	2,646.21
01-00-139547 - 2020-21 LIEN-DQ WATER \$54,761	10,337.88
01-00-139548 - 2021-22 LIEN-DQ WATER \$84,795	22,816.90
01-00-139549 - 2022-23 LIEN-DQ WATER \$46,814	21,111.92
01-00-139550 - 2023-24 LIEN-DQ WATER \$49,919	19,241.49
01-00-139551 - 2024-25 LIEN-DQ WATER \$56,440	34,910.15
01-00-139900 - ALLOW. FOR BAD DEBTS-H2O LIENS	(1,500.00)
Total ACCOUNTS RECEIVABLE - WATER:	533,392.10
ACCOUNTS RECEIVABLE - OTHER	
01-00-136000 - A/R OTHER (Non-UB AR)	0.00
01-00-136500 - INTEREST RECEIVABLE	0.00
01-00-137112 - 2017 IDGM STBY A/R (\$10,353)	1,763.54
01-00-137114 - 2019 IDGM STBY A/R (\$10,349)	1,113.35
01-00-137115 - 2020 IDGM STBY A/R (\$8,860)	2,135.65
01-00-137116 - 2021 IDGM STBY A/R (\$8,680)	1,655.70
01-00-137117 - 2022 IDGM STBY A/R (\$9,037)	2,585.40
01-00-137118 - 2023 IDGM STBY A/R (\$8,228)	3,927.00
01-00-137119 - 2024 IDGM STBY A/R (\$8,869)	5,185.00
01-00-138000 - A/R PROPERTY TAXES	0.00
01-00-138030 - ACCRUED RECEIVABLE	0.00
01-00-139000 - A/R CUSTOMER PROJECTS	0.00
01-00-139608 - DUE FROM DACI-METER REPLACEMEN	89,415.60
01-00-139609 - DUE FROM STRATEGIC PARTNERS	0.00

Fund ALFRE

Account Type

Amount

01-00-139610 - DUE FROM GM WELL (Well 13)	0.00
01-00-139611 - DUE FROM PROP 1/RND 2- HDWD	0.00
01-00-139612 - DUE FROM PI/C PIPE/CONSOLIDATI	184,826.64
01-00-139901 - ALLOWANCE BAD DEBT - STANDBY	(5,000.00)
Total ACCOUNTS RECEIVABLE - OTHER:	287,607.88
INVENTORY	
01-00-143010 - INVENTORY-WATER SYSTEM PARTS	118,516.76
01-00-143011 - INVENTORY- AMES WATER	576,764.00
01-00-143012 - INVENTORY CLEARING	(28,554.00)
Total INVENTORY:	666,726.76
PREPAID EXPENSES	
01-00-144010 - PREPAYMENTS W/C INS	17,820.96
01-00-144020 - PREPAYMENTS PL & PD LIAB INS	79,472.85
01-00-144025 - PREPAID EXPENSES	30,439.58
01-00-144035 - PREPAY CalPERS UAL	0.00
Total PREPAID EXPENSES:	127,733.39
FIXED ASSETS	
01-00-111300 - FA ORGANIZATION	336,271.36
01-00-111301 - A/D ORGANIZATION	(256,946.85)
01-00-111350 - FA LAND	107,132.53
01-00-111400 - FA BUILDINGS	327,592.81
01-00-111401 - A/D BUILDINGS	(309,606.49)
01-00-111500 - FA YARDS	56,330.15
01-00-111501 - A/D YARDS	(51,049.22)
01-00-111600 - FA FUEL TANKS	18,942.68
01-00-111601 - A/D FUEL TANK	(18,573.56)
01-00-111700 - FA WATER SYSTEM	10,902,858.05
01-00-111701 - A/D WATER SYSTEM	(7,960,494.55)
01-00-111800 - FA SHOP EQUIPMENT	29,960.60
01-00-111801 - A/D SHOP EQUIPMENT	(29,960.60)
01-00-111810 - FA MOBILE EQUIPMENT	916,751.49
01-00-111811 - A/D MOBILE EQUIPMENT	(705,536.49)
01-00-111900 - FA OFFICE EQUIPMENT	182,242.50
01-00-111901 - A/D OFFICE EQUIPMENT	(182,242.55)
Total FIXED ASSETS:	3,363,671.86
LEASE OF EQUIPMENT (LT)	
01-00-160200 - LEASE OF EQUIPMENT (LT)	13,099.95
01-00-160999 - ACCUM. AMORTIZATION-EQUIPMENT	(10,189.06)
Total LEASE OF EQUIPMENT (LT):	2,910.89
CONSTRUCTION IN PROGRESS	
01-00-120051 - CIP - MISC	2,017,788.76
Total CONSTRUCTION IN PROGRESS:	2,017,788.76
PENSION DEFERRED OUTFLOWS	
01-00-120600 - PENSION DEFERRED OUTFLOWS	0.00
Total PENSION DEFERRED OUTFLOWS:	0.00
NET PENSION LIABILITY-AUDIT	
01-00-223100 - NET PENSION LIABILITY	(714,589.00)
Total NET PENSION LIABILITY-AUDIT:	(714,589.00)
DEFERR INFLOWS OF RESOUR-AUDIT	
01-00-225000 - DIR - PENSION RELATED	(52,787.00)
Total DEFERR INFLOWS OF RESOUR-AUDIT:	(52,787.00)
Total Assets:	12,154,797.78

Fund ALFRE

Account Type	Amount
Liabilities	
ACCOUNTS PAYABLE	
01-00-225200 - ACCRUED INTEREST PAYABLE	0.00
01-00-225300 - ACCRUED EXPENSES	142,045.63
01-00-227000 - ACCOUNTS PAYABLE	76,897.14
01-00-227001 - AP PROP 1 ACC.EXP.	0.00
01-00-227011 - RETENTION ABUNDANT WATER WELL	0.00
Total ACCOUNTS PAYABLE:	218,942.77
LEASE LIABILITY-EQUIPMENT (ST)	
01-00-260100 - LEASE LIABILITY-EQUIPMENT (ST)	0.00
Total LEASE LIABILITY-EQUIPMENT (ST):	0.00
LEASE LIABILITY-EQUIPMENT (LT)	
01-00-260200 - LEASE LIABILITY-EQUIPMENT (LT)	3,091.70
Total LEASE LIABILITY-EQUIPMENT (LT):	3,091.70
ACCRUED PAYROLL	
01-00-229000 - ACCRUED PAYROLL LIABILITIES	57,314.52
01-00-229010 - GARNISHMENT WITHHOLDING	0.00
01-00-229100 - ACCRUED EMP COMP BALANCES	211,418.75
Total ACCRUED PAYROLL:	268,733.27
ACCRUED PR LIABILITIES	
01-00-229001 - FEDERAL PR TAX PAYABLE	0.00
01-00-229002 - STATE PR TAX PAYABLE	0.00
01-00-229003 - MEDICAL INSURANCE PAYABLE	4,187.43
01-00-229004 - 3RD PARTY INS PLAN PAYABLE	0.00
01-00-229005 - CALPERS PAYABLE	0.00
01-00-229006 - CALPERS SPEC COMP-UNIFORM ALL	0.00
01-00-229007 - BOARD DIRECT DEPOSIT PR	0.00
Total ACCRUED PR LIABILITIES:	4,187.43
CUSTOMER DEPOSITS	
01-00-226000 - CUSTOMER DEPOSITS	163,951.86
01-00-226005 - UNEARN REV-UB ACCT CREDITS	0.00
01-00-226007 - ANNEX 0631-071-29 (NAPA@ALTA)	0.00
Total CUSTOMER DEPOSITS:	163,951.86
BLUEFIN CC FEES	
01-00-226001 - BLUEFIN/SB CC FEES thru PORTAL	(18,319.43)
Total BLUEFIN CC FEES:	(18,319.43)
DEFFER OUTFLOWS OF RESOU-AUDIT	
01-00-151000 - DOR - PENSION CONTRIB-AUDIT	(144,706.00)
01-00-153000 - DOR - PENSION RELATED-AUDIT	(190,355.00)
01-00-225001 - DEFERRED INFLOW-ADD'L DEFERRAL	0.00
Total DEFFER OUTFLOWS OF RESOU-AUDIT:	(335,061.00)
PENSION DEFERRED INFLOW-AUDIT	
01-00-223110 - PENSION DEFERRED INFLOWS	0.00
Total PENSION DEFERRED INFLOW-AUDIT:	0.00
Total Liabilities:	305,526.60
Fund Balance	
FUND BALANCE	
01-00-301090 - CONTRIBUTED CAPITAL/HUD	0.00
01-00-301110 - FMHA GRANTS	0.00
01-00-310000 - FUND BALANCE	10,236,558.97
01-00-310010 - FUND BALANCE FEMA & OES	0.00
Total FUND BALANCE:	10,236,558.97

Fund ALFRE

Account Type	Amount
Total Fund Balance:	10,236,558.97
Total Liabilities and Fund Balance:	10,542,085.57
Total Retained Earnings:	1,612,712.21
Total Fund Balance and Retained Earnings:	11,849,271.18
Total Liabilities, Fund Balance, and Retained Earnings:	12,154,797.78
Totals for Fund 01 - General Fund:	0.00

General Ledger

Bighorn – Desert View Water Agency

622 S. Jemez Trail (760) 364-2315

Yucca Valley, CA 92284-1440

Budget Status

User: jcusack
Printed: 8/6/2026 - 12:25 PM
Period: 1 to 12, 2026

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 01	General Fund							
Dept 01-00	No Department							
R05	OPERATING REVENUE							
01-00-410000	SERVICE LINE INSTALLATION F	2,700.00	16,465.00	16,465.00	-13,765.00	0.00	-13,765.00	0.00
01-00-410010	BASIC FACILITIES CHARGE	15,200.00	94,626.00	94,626.00	-79,426.00	0.00	-79,426.00	0.00
01-00-410015	AG CONS TIER 1	5,500.00	2,918.32	2,918.32	2,581.68	0.00	2,581.68	46.94
01-00-410016	AG CONS TIER 2	5,400.00	204.56	204.56	5,195.44	0.00	5,195.44	96.21
01-00-410020	BULK CONS TIER 1	71,800.00	76,036.21	76,036.21	-4,236.21	0.00	-4,236.21	0.00
01-00-410030	COMMERCIAL/INST CONS TIER	17,200.00	12,766.75	12,766.75	4,433.25	0.00	4,433.25	25.77
01-00-411000	INCOME METERED WATER	486,000.00	552,681.92	552,681.92	-66,681.92	0.00	-66,681.92	0.00
01-00-411001	RES CONS TIER 2	306,700.00	187,670.74	187,670.74	119,029.26	0.00	119,029.26	38.81
01-00-412000	GOAT MTN STANDBY INCOME	63,900.00	49,965.30	49,965.30	13,934.70	0.00	13,934.70	21.81
01-00-413000	BASIC SERVICE CHARGE	1,197,500.00	1,178,357.32	1,178,357.32	19,142.68	0.00	19,142.68	1.60
01-00-413001	FIRE BSC	9,300.00	11,889.23	11,889.23	-2,589.23	0.00	-2,589.23	0.00
01-00-414000	INCOME JV BULK WATER SALE	3,800.00	3,364.25	3,364.25	435.75	0.00	435.75	11.47
01-00-417000	INCOME OTHER (OPERATING)	66,900.00	72,947.17	72,947.17	-6,047.17	0.00	-6,047.17	0.00
01-00-419000	AMES BASIN WATER TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R05 Sub Totals:	2,251,900.00	2,259,892.77	2,259,892.77	-7,992.77	0.00	-7,992.77	0.00
R10	NON-OPERATING REVENUE							
01-00-491000	GA02 GEN LEVY IMP DIST A BH	122,400.00	124,889.39	124,889.39	-2,489.39	0.00	-2,489.39	0.00
01-00-491010	DA01 DEBT SRVC IMP1 (BH BON	0.00	86.22	86.22	-86.22	0.00	-86.22	0.00
01-00-491020	GA01 GENERAL TAX LEVY (BVI	117,100.00	119,151.42	119,151.42	-2,051.42	0.00	-2,051.42	0.00
01-00-491040	GA03 ID GM GEN TAX LEVY	60,200.00	61,585.06	61,585.06	-1,385.06	0.00	-1,385.06	0.00
01-00-492000	INTEREST INCOME	177,800.00	190,551.06	190,551.06	-12,751.06	0.00	-12,751.06	0.00
01-00-496000	INCOME OTHER (NON OPERATI	21,300.00	17,072.87	17,072.87	4,227.13	0.00	4,227.13	19.85
01-00-499901	GM WELL REV ACCT	0.00	25,619.31	25,619.31	-25,619.31	0.00	-25,619.31	0.00
01-00-499902	PI/C REV. ACCT.	0.00	1,343,047.81	1,343,047.81	-1,343,047.81	0.00	-1,343,047.81	0.00
01-00-499992	CAPITAL CONTRIBUTION REVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-499998	DACI REV ACCT.-METER REPLA	0.00	86,263.19	86,263.19	-86,263.19	0.00	-86,263.19	0.00
01-00-499999	AWAC REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	498,800.00	1,968,266.33	1,968,266.33	-1,469,466.33	0.00	-1,469,466.33	0.00
	Revenue Sub Totals:	2,750,700.00	4,228,159.10	4,228,159.10	-1,477,459.10	0.00	-1,477,459.10	0.00

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Page 151 of 160									
E25		NON-OPERATING EXPENSE							
01-00-562000		OFFICE EQUIPMENT EXPENSE	14,100.00	44,050.27	44,050.27	-29,950.27	0.00	-29,950.27	0.00
01-00-563000		CUSTOMER RELATIONS	3,200.00	3,333.35	3,333.35	-133.35	0.00	-133.35	0.00
01-00-564000		ADMINISTRATIVE EXPENSES	14,400.00	9,377.62	9,377.62	5,022.38	0.00	5,022.38	34.88
01-00-571000		DEPRECIATION EXPENSE	0.00	330,833.05	330,833.05	-330,833.05	0.00	-330,833.05	0.00
01-00-571100		AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572100		AMORTIZATION OF LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572200		INTEREST EXPENSE ON LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572300		CONTRA EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-581000		ELECTION COSTS	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-00-593000		EXPENSE / INCOME MISC	500.00	1,097.58	1,097.58	-597.58	0.00	-597.58	0.00
01-00-593999		PRIOR YEARS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-594000		GAIN (LOSS) ASSET DISPOSAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-594001		INVESTMENT GAIN/LOSS	0.00	-21,734.75	-21,734.75	21,734.75	0.00	21,734.75	0.00
		E25 Sub Totals:	33,200.00	366,957.12	366,957.12	-333,757.12	0.00	-333,757.12	0.00
		Expense Sub Totals:	33,200.00	366,957.12	366,957.12	-333,757.12	0.00	-333,757.12	0.00
		Dept 00 Sub Totals:	-2,717,500.00	-3,861,201.98	-3,861,201.98	1,143,701.98	0.00		
Dept 01-01		Administration							
E15		ADMINISTRATIVE EXPENSE							
01-01-560030		ADMINISTRATIVE COMPENSAT	521,100.00	391,326.95	391,326.95	129,773.05	0.00	129,773.05	24.90
01-01-560035		GM COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-560060		CONTRACTUAL SERV-AUDITOF	18,900.00	18,013.00	18,013.00	887.00	0.00	887.00	4.69
01-01-560070		CONTRACTUAL SERV-LEGAL	40,000.00	59,501.00	59,501.00	-19,501.00	0.00	-19,501.00	0.00
01-01-560075		LEGISLATIVE AFFAIRS CWSA	15,000.00	13,116.32	13,116.32	1,883.68	0.00	1,883.68	12.56
01-01-560080		CalPERS CONTRIBUTION	161,700.00	154,038.86	154,038.86	7,661.14	0.00	7,661.14	4.74
01-01-560085		GASB 68 EXP (INC)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-560090		PAYROLL TAXES	24,000.00	20,315.21	20,315.21	3,684.79	0.00	3,684.79	15.35
01-01-560110		TELEPHONE/FAX/INTERNET/WI	9,000.00	10,175.26	10,175.26	-1,175.26	0.00	-1,175.26	0.00
01-01-560120		MAILING EXPENSE	1,900.00	1,092.62	1,092.62	807.38	0.00	807.38	42.49
01-01-560140		CONTRACTUAL SERV - OTHER	150,000.00	141,060.69	141,060.69	8,939.31	0.00	8,939.31	5.96
01-01-560160		PROPERTY/LIABILITY EXPENSE	102,000.00	103,584.66	103,584.66	-1,584.66	0.00	-1,584.66	0.00
01-01-560170		WORKERS COMP EXPENSE	18,300.00	16,256.70	16,256.70	2,043.30	0.00	2,043.30	11.17
01-01-560180		DUES & SUBSCRIPTIONS	21,100.00	27,654.41	27,654.41	-6,554.41	0.00	-6,554.41	0.00
01-01-560200		POWER/PROPANE OFFICES & Y	11,700.00	9,252.31	9,252.31	2,447.69	0.00	2,447.69	20.92
01-01-560220		BAD DEBT EXPENSE	1,500.00	2,145.76	2,145.76	-645.76	0.00	-645.76	0.00
01-01-560221		BAD DEBT-LIENS/UNCOLLECT/	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
01-01-560300		OFFICE SUPPLIES/PRINTING	12,200.00	10,030.04	10,030.04	2,169.96	0.00	2,169.96	17.79
01-01-561000		EMPLOYEE BENEFITS INSURAN	229,300.00	187,027.90	187,027.90	42,272.10	0.00	42,272.10	18.44
01-01-561100		EMPLOYEE EDUCATION/TRAIN	5,700.00	1,789.70	1,789.70	3,910.30	0.00	3,910.30	68.60
01-01-561500		PAYROLL FRINGE EXP TO PROJ	179,100.00	-33,750.10	-33,750.10	212,850.10	0.00	212,850.10	118.84
01-01-561501		CAPITALIZED LABOR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Page 152 of 166									
01-01-561600		OVERHEAD TO PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E15 Sub Totals:	1,524,000.00	1,132,631.29	1,132,631.29	391,368.71	0.00	391,368.71	25.68
E25		NON-OPERATING EXPENSE							
01-01-564001		PARS TRUST EXPENSES	0.00	-3,437.07	-3,437.07	3,437.07	0.00	3,437.07	0.00
		E25 Sub Totals:	0.00	-3,437.07	-3,437.07	3,437.07	0.00	3,437.07	0.00
		Expense Sub Totals:	1,524,000.00	1,129,194.22	1,129,194.22	394,805.78	0.00	394,805.78	25.91
		Dept 01 Sub Totals:	1,524,000.00	1,129,194.22	1,129,194.22	394,805.78	0.00		
Dept 01-05		Operations							
E05		OPERATIONS EXPENSE							
01-05-541020		OPERATIONS COMPENSATION	498,800.00	457,683.00	457,683.00	41,117.00	0.00	41,117.00	8.24
01-05-541025		CHIEF ENGINEER COMPENSATI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-541030		UNIFORMS	10,000.00	8,995.50	8,995.50	1,004.50	0.00	1,004.50	10.05
01-05-541060		VEHICLE/TRACTOR/EQUIP EXP	35,000.00	65,756.64	65,756.64	-30,756.64	0.00	-30,756.64	0.00
01-05-541070		VEHICLE EXPENSE-FUEL	49,200.00	33,474.61	33,474.61	15,725.39	0.00	15,725.39	31.96
01-05-541090		FIELD MATERIALS & SUPPLIES	78,800.00	42,830.64	42,830.64	35,969.36	0.00	35,969.36	45.65
01-05-541095		SHRINKAGE	0.00	40.28	40.28	-40.28	0.00	-40.28	0.00
01-05-541110		WATER TESTING	15,000.00	10,580.00	10,580.00	4,420.00	0.00	4,420.00	29.47
01-05-541120		CONTRACTUAL SRV-ENGINEER	100,000.00	68,890.00	68,890.00	31,110.00	0.00	31,110.00	31.11
01-05-541140		WATER SYSTEM REPAIRS	60,000.00	44,566.21	44,566.21	15,433.79	0.00	15,433.79	25.72
01-05-541141		EXCAVATION COUNTY OF SB	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-05-541150		BUILDING MAINTENANCE/REP	15,500.00	27,233.47	27,233.47	-11,733.47	0.00	-11,733.47	0.00
01-05-541190		COMMUNICATIONS EXPENSE	7,900.00	7,799.49	7,799.49	100.51	0.00	100.51	1.27
01-05-541210		DISINFECTION EXPENSE	13,400.00	25,296.35	25,296.35	-11,896.35	0.00	-11,896.35	0.00
01-05-541250		POWER WELLS & PUMPS	148,400.00	139,679.81	139,679.81	8,720.19	0.00	8,720.19	5.88
01-05-541300		PERMIT/SYSTEM FEES (OPS OT	11,600.00	13,683.14	13,683.14	-2,083.14	0.00	-2,083.14	0.00
01-05-541700		EQUIPMENT EXP TO CIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-541701		CAPITALIZED LABOR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-542000		AMES WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560080		PERS CONTRIBUTION - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560085		GASB EXP (INC) - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560090		PAYROLL TAXES - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560170		WORKERS COMP EXPENSE - OP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-561000		EMPLOYEE BENEFIT INSUR - OI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-561100		EE EDUCATION/TRAINING - OP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E05 Sub Totals:	1,044,100.00	946,509.14	946,509.14	97,590.86	0.00	97,590.86	9.35
		Expense Sub Totals:	1,044,100.00	946,509.14	946,509.14	97,590.86	0.00	97,590.86	9.35
		Dept 05 Sub Totals:	1,044,100.00	946,509.14	946,509.14	97,590.86	0.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 01-09		Directors							
E15		ADMINISTRATIVE EXPENSE							
01-09-560027		DIRECTOR J. BURKHART	1,787.25	1,817.45	1,817.45	-30.20	0.00	-30.20	0.00
01-09-560028		DIRECTOR McKENZIE	14,000.00	10,092.55	10,092.55	3,907.45	0.00	3,907.45	27.91
01-09-560029		DIRECTOR CLOSE	14,000.00	5,347.02	5,347.02	8,652.98	0.00	8,652.98	61.81
01-09-560032		DIRECTOR ALDRIDGE	14,000.00	10,186.62	10,186.62	3,813.38	0.00	3,813.38	27.24
01-09-560033		DIRECTOR MILLER-BOYER	14,000.00	9,307.19	9,307.19	4,692.81	0.00	4,692.81	33.52
01-09-560034		DIRECTOR MARTINEZ	12,212.75	3,084.37	3,084.37	9,128.38	0.00	9,128.38	74.74
		E15 Sub Totals:	70,000.00	39,835.20	39,835.20	30,164.80	0.00	30,164.80	43.09
		Expense Sub Totals:	70,000.00	39,835.20	39,835.20	30,164.80	0.00	30,164.80	43.09
		Dept 09 Sub Totals:	70,000.00	39,835.20	39,835.20	30,164.80	0.00		
Dept 01-10		CIP							
E15		ADMINISTRATIVE EXPENSE							
01-10-562005		PI/C NON-FIXED ASSET COSTS	0.00	20,352.18	20,352.18	-20,352.18	0.00	-20,352.18	0.00
01-10-562010		GM TRANSITIONAL SUPPORT	30,000.00	37,403.59	37,403.59	-7,403.59	0.00	-7,403.59	0.00
		E15 Sub Totals:	30,000.00	57,755.77	57,755.77	-27,755.77	0.00	-27,755.77	0.00
E20		CIP EXPENSE							
01-10-056198		LABOR APPLIED TO CIP PROJEC	0.00	229.64	229.64	-229.64	0.00	-229.64	0.00
01-10-056199		LABOR APPLIED TO WIP PROJEC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561900		OVERHEAD FOR CIP ONLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561905		A-BOOSTER STATION CONSTRU	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
01-10-561906		PRV FLOWMETER CONSTRUCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561918		GMW13 PHASE2 - NON-FIXED A	150,000.00	3,562.50	3,562.50	146,437.50	0.00	146,437.50	97.63
01-10-561919		HDWD#2 INTERTIE @ WINTERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561934		HDWD #2 INTERTIE ADMIN NO	0.00	397.99	397.99	-397.99	0.00	-397.99	0.00
01-10-561936		NBS RATE STUDY (non-FA)	40,000.00	43,758.29	43,758.29	-3,758.29	0.00	-3,758.29	0.00
01-10-561937		GM REPLACEMENT WELL (Well	242,000.00	0.00	0.00	242,000.00	0.00	242,000.00	100.00
01-10-561938		PARS 115 TRUST ACCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561940		SHOP EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561945		ORGANIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561950		LAND	0.00	-900.00	-900.00	900.00	0.00	900.00	0.00
01-10-561955		OFFICE BUILDING	50,000.00	50.52	50.52	49,949.48	0.00	49,949.48	99.90
01-10-561960		YARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561965		FUEL STORAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561970		WATER SYSTEM	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
01-10-561975		VEHICLES - MOTOR VEHICLES	65,000.00	0.00	0.00	65,000.00	0.00	65,000.00	100.00
01-10-561980		OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561982		FINANCIAL & BILLING SOFTWA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-562004		METER REPLACEMENT (DWR/E	10,000.00	11,228.00	11,228.00	-1,228.00	0.00	-1,228.00	0.00
01-10-562006		PI/C PROJECT- FIXED ASSET CO	6,935,000.00	8,883.50	8,883.50	6,926,116.50	0.00	6,926,116.50	99.87

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-10-562007	B1/B2 TANK REHAB (PI/C Phase4	739,000.00	0.00	0.00	739,000.00	0.00	739,000.00	100.00
01-10-562008	R1 TANK REP DESIGN/ENV/PM (	300,000.00	7,985.00	7,985.00	292,015.00	0.00	292,015.00	97.34
01-10-562009	WELL#14 DESIGN/ENV/PM (FA)	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	100.00
01-10-562011	PUMP WELL 10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-562012	REHAB WELL 10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-562013	GIS SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	8,821,000.00	75,195.44	75,195.44	8,745,804.56	0.00	8,745,804.56	99.15
	Expense Sub Totals:	8,851,000.00	132,951.21	132,951.21	8,718,048.79	0.00	8,718,048.79	98.50
	Dept 10 Sub Totals:	8,851,000.00	132,951.21	132,951.21	8,718,048.79	0.00		
	Fund Revenue Sub Totals:	2,750,700.00	4,228,159.10	4,228,159.10	-1,477,459.10	0.00	-1,477,459.10	0.00
	Fund Expense Sub Totals:	11,522,300.00	2,615,446.89	2,615,446.89	8,906,853.11	0.00	8,906,853.11	77.30
	Fund 01 Sub Totals:	8,771,600.00	-1,612,712.21	-1,612,712.21	10,384,312.21	0.00		
	Revenue Totals:	2,750,700.00	4,228,159.10	4,228,159.10	-1,477,459.10	0.00	-1,477,459.10	0.00
	Expense Totals:	11,522,300.00	2,615,446.89	2,615,446.89	8,906,853.11	0.00	8,906,853.11	77.30
	Report Totals:	8,771,600.00	-1,612,712.21	-1,612,712.21	10,384,312.21	0.00		

BIGHORN-DESERT VIEW WATER AGENCY

To: BOARD OF DIRECTORS
 From: Administration
 April 30, 2026 Calendar Year 2026 - Q1



CASH BALANCE DISTRIBUTION PER ADOPTED FINANCIAL RESERVE POLICY (Resolution No. 21R-25)

LOCAL AGENCY INVESTMENT FUND, PACIFIC WESTERN BANK, FIVE STAR BANK, CALIFORNIA CLASS and PARS 115 INVESTMENT TRUST

GL ACCOUNT NO.

01-00-132000	PARS 115 TRUST	\$	293,043
01-00-131250	BANC of CALIFORNIA (PACIFIC WESTERN BANK)	\$	165,323
01-00-131255	FIVE STAR BANK MONEY MARKET	\$	708,734
01-00-131350	FIVE STAR BANK	\$	180,205
01-00-131251	PACWEST HIGH YIELD SAVINGS	\$	374,614
01-00-133030	LAIF CASH ACCOUNT BALANCE	\$	17,474
01-00-133111	CALIFORNIA CLASS	\$	3,407,215
TOTAL CASH		\$	5,146,608

CASH BALANCE DISTRIBUTION - exact

01-00-226000	CUSTOMER DEPOSITS (actual quarterly balance)	\$	160,727
2 01-00-229100	ACCRUED EMP COMP BALANCES (est. from FY24/25 Audit)	\$	211,419
1 Fund Goal	OPERATING RESERVE (est. 90 days from FY2025/26 budget)	\$	579,477
2 Fund Goal	CAPITAL RESERVE (est. 6% of total assets on 6/30/25)	\$	793,650
1 Fund Goal	RESERVE FOR GRANT FUNDED CAPITAL PROJECTS (5% of expected)	\$	387,450
1 Fund Goal	RATE STABILIZATION RESERVE (est. 25% of FY25/26 Op. Revenue)	\$	546,250
Fund Goal	EMERGENCY CONTINGENCY FUND (target)	\$	1,000,000
UNENCUMBERED CASH (All Investments)		\$	1,467,635
TOTAL CASH		\$	5,146,608
01-00-143011	INVENTORY - VALUE of WATER IN STORAGE at AMES/RECHE	INVENTORY	\$ 548,210

Date Printed: 7/20/2026

O://OPEN SHARE/BANK and LAIF/LAIF PWB CASH BALANCES

FOOTNOTES

- 1 From FY2025/26 Budget
- 2 From FY2024/25 Audit

BIGHORN-DESERT VIEW WATER AGENCY



To: BOARD OF DIRECTORS
 From: Administration
 August 3, 2026 Calendar Year 2026 - Q2

CASH BALANCE DISTRIBUTION PER ADOPTED FINANCIAL RESERVE POLICY (Resolution No. 21R-25)

LOCAL AGENCY INVESTMENT FUND, PACIFIC WESTERN BANK, FIVE STAR BANK, CALIFORNIA CLASS and PARS 115 INVESTMENT TRUST

GL ACCOUNT NO.

01-00-132000	PARS 115 TRUST	\$	306,333
01-00-131250	BANC of CALIFORNIA CHECKING	\$	182,177
01-00-131255	FIVE STAR BANK MONEY MARKET	\$	715,513
01-00-131350	FIVE STAR BANK CHECKING	\$	181,253
01-00-131251	BANC of CA HIGH YIELD SAVINGS	\$	1,079,161
01-00-133030	LAIF CASH ACCOUNT BALANCE	\$	17,625
01-00-133111	CALIFORNIA CLASS	\$	3,438,499
TOTAL CASH		\$	5,920,561

CASH BALANCE DISTRIBUTION - exact

01-00-226000	CUSTOMER DEPOSITS (actual quarterly balance)	\$	163,784
2 01-00-229100	ACCRUED EMP COMP BALANCES (est. from FY24/25 Audit)	\$	248,374
1 Fund Goal	OPERATING RESERVE (est. 90 days from FY2025/26 budget)	\$	579,477
2 Fund Goal	CAPITAL RESERVE (est. 6% of total assets on 6/30/25)	\$	793,650
1 Fund Goal	RESERVE FOR GRANT FUNDED CAPITAL PROJECTS (5% of expected)	\$	387,450
1 Fund Goal	RATE STABILIZATION RESERVE (est. 25% of FY25/26 Op. Revenue)	\$	546,250
Fund Goal	EMERGENCY CONTINGENCY FUND (target)	\$	1,000,000
UNENCUMBERED CASH (All Investments)		\$	2,201,576
TOTAL CASH		\$	5,920,561
01-00-143011	INVENTORY - VALUE of WATER IN STORAGE at AMES/RECHE	INVENTORY	\$ 548,210

Date Printed: 8/3/2026

O://OPEN SHARE/BANK and LAIF/LAIF PWB CASH BALANCES

FOOTNOTES

- 1 From FY2025/26 Budget
- 2 From FY2024/25 Audit

Page 157 of 166
Bighorn Desert View Water Agency
Check Register

Check Date Range: 6/1/2026 thru 6/30/2026

Ck Date	Ck No	Payable To	Void	Check Amt
6/4/2026	0	IRS PAYROLL		137.34
6/4/2026	0	IRS PAYROLL		6,348.37
6/4/2026	0	EDD PAYROLL		2,649.01
6/4/2026	0	CALPERS		7,834.81
6/4/2026	33430	PAYROLL		6,164.45
6/4/2026	33431	PAYROLL		2,352.85
6/4/2026	33432	PAYROLL		5,857.58
6/4/2026	33433	PAYROLL		3,019.40
6/4/2026	33434	PAYROLL		2,264.00
6/4/2026	33435	PAYROLL		3,029.63
6/4/2026	33436	PAYROLL		5,005.79
6/9/2026	0	CARDMEMBER SERVICES		3,340.26
6/10/2026	2505	BEYOND SOFTWARE SOLUTIONS		1,674.90
6/10/2026	2506	DISCOUNT TIRE CENTERS		1,445.10
6/10/2026	2507	FORSHOCK		6,127.23
6/10/2026	2508	OFFICE DEPOT		108.54
6/10/2026	2509	SDRMA		15,067.28
6/10/2026	2510	HOME DEPOT CREDIT SERVICES		190.89
6/10/2026	2511	UNDERGROUND SERVICE ALERT OF SO CAL		57.30
6/10/2026	2512	XEROX CORPORATION		880.32
6/10/2026	2513	SBRK FINANCE HOLDING INC.		690.00
6/10/2026	2514	ORTEGA ASSOCIATES INC.		4,257.63
6/10/2026	2515	BARDOMIANO MONTES DE OCA		250.00
6/10/2026	2516	GENESIS CLEANING SERVICE INC.		1,290.00
6/10/2026	2517	US LBM OPERATING CO. 3009 LLC		123.94
6/10/2026	2518	ORANGE COUNTY WINWATER WORKS		4,584.06
6/10/2026	2519	NELSON MOBILE SERVICES INCORPORATED		6,988.75
6/10/2026	2520	STARTING LINE ADVISORY		3,757.50
6/10/2026	2521	CARL OTTESON'S CERTIFIED BACKFLOW TESTING & REPAIR		500.00
6/18/2026	0	IRS PAYROLL		247.26
6/18/2026	0	IRS PAYROLL		5,621.67
6/18/2026	0	EDD PAYROLL		2,405.90

Page 158 of 166
Bighorn Desert View Water Agency
Check Register

Check Date Range: 6/1/2026 thru 6/30/2026

Ck Date	Ck No	Payable To	Void	Check Amt
6/18/2026	0	CALPERS		7,834.81
6/18/2026	33437	PAYROLL		5,589.29
6/18/2026	33438	PAYROLL		2,297.85
6/18/2026	33439	PAYROLL		5,802.58
6/18/2026	33440	PAYROLL		2,124.40
6/18/2026	33441	PAYROLL		2,824.16
6/18/2026	33442	PAYROLL		4,497.66
6/18/2026	33443	PAYROLL		3,494.62
6/23/2026	0	AT&T MOBILITY		339.88
6/23/2026	0	BURRTEC WASTE&RECYC		106.75
6/23/2026	0	CINTAS CORPORATION #150		660.06
6/23/2026	0	SOUTHERN CALIFORNIA EDISON COMP		13,077.52
6/23/2026	0	AMERICAN FIDELITY		1,005.52
6/23/2026	0	BLUEFIN PAYMENT SYSTEMS		1,614.11
6/23/2026	0	SPRINGBROOK ACH		174.75
6/24/2026	2533	AVALON URGENT CARE INC.		145.00
6/24/2026	2534	CLINICAL LABORATORY OF SB INC.		770.00
6/24/2026	2535	INFOSEND INC.		1,090.36
6/24/2026	2536	OFFICE DEPOT		63.54
6/24/2026	2537	HD SUPPLY INC.		2,641.11
6/24/2026	2538	HASA INC.		1,038.66
6/24/2026	2539	C.J. BROWN & COMPANY CPAs		360.00
6/24/2026	2540	VEIT LLC		12.85
6/24/2026	2541	ORANGE COUNTY WINWATER WORKS		1,963.36
6/24/2026	2542	LAGERLOF LLP		2,362.50
6/24/2026	2543	T.R. HOLLIMAN AND ASSOCIATES INC		4,740.00
6/24/2026	33444	ENGINEERING RESOURCES OF SOUTHERN CA, INC.		7,126.17
6/24/2026	33445	J COLON COATINGS, INC		28,040.14
6/24/2026	33446	LAGERLOF LLP		3,080.00
6/24/2026	33447	MONUMENT ROW		7,352.14
6/24/2026	33448	T.R. HOLLIMAN AND ASSOCIATES INC		1,330.00
6/25/2026	2522	CUSTOMER REFUND		1,567.22

Page 159 of 166

Bighorn Desert View Water Agency

Check Register

Check Date Range: 6/1/2026 thru 6/30/2026

Ck Date	Ck No	Payable To	Void	Check Amt
6/25/2026	2523	CUSTOMER REFUND		46.86
6/25/2026	2524	CUSTOMER REFUND		211.83
6/25/2026	2525	CUSTOMER REFUND		100.00
6/25/2026	2526	CUSTOMER REFUND		46.86
6/25/2026	2527	CUSTOMER REFUND		99.87
6/25/2026	2528	CUSTOMER REFUND		113.79
6/25/2026	2529	CUSTOMER REFUND		58.45
6/25/2026	2530	CUSTOMER REFUND		36.28
6/25/2026	2531	CUSTOMER REFUND		116.33
6/25/2026	2532	CUSTOMER REFUND		100.00
			Total	220,329.04



To: Jennifer Cusack
 From: Rosalind Paulino
 Subject: Service Order Report

SERVICE ORDER REPORT FOR FISCAL YEAR 2025/26

UTILITY BILLING SERVICE ORDERS	2025/26	J	A	S	O	N	D	J	F	M	A	M	J	TOTAL
After Hours Call Out	24	6	9	10	4	6	7	4	3	4	6	5	13	77
Backflow (Misc/Lock-off or Un-Lock)	31	2	2	1	-	2	-	3	2	-	1	-	-	13
Customer Requested Asst	81	6	9	5	4	6	7	7	8	6	9	1	5	73
Reported Leaks	59	7	3	6	6	4	4	2	4	3	7	2	2	50
Destroy Service Line	0	-	-	-	-	-	-	-	-	-	-	1	-	1
Exchange Meter	300	2	1	2	1	1	1	1	2	4	2	-	2	19
Fire Flow Test	19	1	-	5	-	2	2	2	1	1	2	2	2	20
Hangtag	118	17	17	8	8	5	9	5	5	9	4	5	9	101
Install New Service	12	-	1	2	1	1	1	-	-	-	-	-	2	8
Miscellaneous	106	10	14	13	8	6	7	3	5	4	9	3	7	89
Open New Service (New Owner or Tenant)	152	1	10	4	2	1	2	7	4	4	4	4	4	47
Pull Meter	2	-	-	-	-	-	1	-	-	1	-	1	-	3
Reread Meter/Read Meter	267	41	59	30	32	17	21	18	19	21	31	37	26	352
Tamper	5	1	-	-	-	4	1	-	-	1	1	-	4	12
Unlock Service	139	11	13	18	24	16	23	14	14	19	13	7	20	192
Verify Meter Locked	96	11	4	7	7	7	8	11	7	12	6	6	7	93
TOTAL	1411	116	142	111	97	78	94	77	74	89	95	74	103	1150
UTILITY BILLING INFORMATION	TOTAL	J	A	S	O	N	D	J	F	M	A	M	J	TOTAL
Active Residential Accounts Billed	13361	1031	1229	1034	1230	1046	1231	1043	1229	1043	1251	1117	1245	13729
Inactive Residential Accounts Billed	1783	164	133	164	132	160	137	164	139	164	150	165	156	1828
Active Agricultural Accounts Billed	255	20	12	19	12	13	9	11	8	11	-	-	-	115
Inactive Agricultural Accounts Billed	138	7	13	8	13	7	11	7	12	7	-	-	-	85
Active Commercial Accounts Billed	116	2	12	2	12	2	12	2	12	2	-	-	-	58
Active Bulk Accounts Billed - 1-inch Meter	358	60	-	61	-	62	-	57	-	57	-	-	-	297
Active Bulk Accounts Billed - 2-inch Meter	135	10	10	11	10	10	9	11	9	9	9	9	9	116
Active Number of JV Cash Sales Accounts	753	66	66	66	66	75	75	74	76	76	78	78	80	876
Active Fire Accounts Billed	24	3	1	3	1	3	1	3	1	3	1	1.00	1	22
Active Construction Meter Accounts Billed	15	1	1	1	1	-	-	2	-	-	1	-	1	8
TOTAL	17483	1364	1477	1369	1477	1378	1485	1374	1486	1372	1490	1370	1492	17134
DELINQUENT ACCOUNT BILLING	TOTAL	J	A	S	O	N	D	J	F	M	A	M	J	TOTAL
Residential Accounts - DQ	3355	277	289	292	292	308	292	315	291	301	320	353	294	3624
Agricultural Accounts - DQ	181	14	18	-	14	11	13	13	12	13	-	-	-	108
Commercial Accounts - DQ	19	-	-	-	1	1	1	1	1	3	-	-	-	8
Bulk Accounts - DQ	57	-	14	1	10	3	8	-	5	-	1	1	1	44
TOTAL	3612	291	321	293	317	323	314	329	309	317	321	354	295	3784
LOCK-OFF SERVICE - NON-PAYMENT	TOTAL	J	A	S	O	N	D	J	F	M	A	M	J	TOTAL
Residential Accounts L/O	239	12	9	12	17	17	28	20	18	19	12	12	24	200
Residential Payment Plans - Initiated	34	1	-	6	1	1	3	-	3	-	1	2	-	18
Residential Payment Plans - Failed	0	-	1	-	-	1	-	-	-	-	-	-	-	2
Agricultural Accounts L/O	6	1	-	-	-	-	-	-	1	1	-	-	-	3
Commercial Account L/O	0	-	-	-	-	-	-	-	-	-	-	-	-	0
Bulk Accounts L/O	2	1	-	-	-	1	-	1	-	-	-	-	-	3
TOTAL	281	15	10	18	18	20	31	21	22	20	13	14	24	226
OPERATIONS/MAINTENANCE SERVICE ORDERS	TOTAL	J	A	S	O	N	D	J	F	M	A	M	J	TOTAL
AirVac Maintenance	66	1	-	-	-	-	-	-	-	-	-	-	-	1
AirVac Replacement	1	-	-	-	-	-	-	-	-	-	-	-	-	0
Bulk Stations Maintenance	10	1	-	-	-	-	1	-	-	-	1	0	1	4
Flush Deadend/Blowoffs	2	-	-	-	1	-	-	-	-	-	-	1	-	2
Goat Mountain Mainline Repair	0	-	-	-	-	-	-	-	-	-	-	-	-	0
Goat Mountain Service Line Replacement	9	-	1	2	-	-	-	1	1	-	-	-	2	7
Goat Mountain Service Line Repair	4	1	-	2	-	-	-	1	-	-	-	1	2	7
Hydrant Maint.	1	-	-	-	-	-	1	-	-	-	-	-	-	1
Pressure Complaint	2	-	1	1	-	2	3	1	-	-	2	-	-	10
BDV Mainline Repair	1	-	-	-	-	-	-	-	-	-	-	-	-	0
BDV Service Line Repair	45	3	6	7	3	6	2	-	2	7	6	7	12	61
BDV Service Line Replace	53	5	-	2	3	2	2	-	2	4	9	3	7	39
Valve Maintenance	10	-	-	-	-	-	-	-	-	-	-	-	-	0
Water Quality Issues Customer Reported (taste, Odor, Color)	3	-	1	1	1	-	-	-	-	-	1	2	-	6
Well Water Level	4	1	-	-	1	-	-	1	-	-	1	-	-	4
TOTAL	211	12	9	15	9	10	9	4	5	11	20	14	24	142
SAFETY TRAINING AND INSPECTIONS	TOTAL	J	A	S	O	N	D	J	F	M	A	M	J	TOTAL
Monthly Safety Training	12	1	1	1	1	1	1	1	1	1	1	1	1	12
Operations "Tail-Gate" Safety Training	25	3	2	2	2	2	2	3	2	2	2	1	2	25
Monthly Inspections - Fire Extinguisher	12	1	1	1	1	1	1	1	1	1	1	1	1	12
Monthly Inspections - Vehicles	12	1	1	1	1	1	1	1	1	1	1	1	1	12
Quarterly Inspections - Facility	4	1	-	-	1	-	-	1	-	-	1	-	-	4
Quarterly Inspections - 90-day BIT	4	1	-	-	1	-	-	1	-	-	1	-	-	4
Monthly/Quarterly Inspections - Tank/Reservoir	4	1	-	-	1	-	-	1	-	-	1	-	-	4
Monthly/Quarterly Inspections - Fuel	12	1	1	1	1	1	1	1	1	1	1	1	1	12
Monthly/Quarterly Inspections - Generators	12	1	1	1	1	1	1	1	1	1	1	1	1	12
Monthly Safety Class Review	11	1	1	1	1	1	1	1	1	1	1	1	1	12
TOTAL	97	12	7	11	7	7	7	12	7	7	11	6	7	97
23095	1810	1966	1813	1929	1816	1940	1817	1903	1816	1950	1832	1945	22533	

*Residential, Agricultural, Commercial, 1inch Bulk merged into one cycle.



DATE: 8/4/2026
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Bighorn-Desert View Production JULY 2026

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>GPM from</u> <u>Hour Meter</u>	<u>GPM</u> <u>Flowmeter</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well 2	Well is "inactive"					
Well 3	279,450	2,090,286	176	166	197.5	6.42
Well 4	Well is "inactive"					
Well 6	105,460	788,841	88	80	148.9	2.42
Well 7	130,970	979,656	112	136	145.6	3.01
Well 8	585,400	4,378,792	369	380	198	13.44
Well 9	866,500	6,481,420	430	440	251.4	19.89
Well 10	27,000	201,960	73	92	46.2	0.62
Total	1,994,780	14,920,955			987.6	45.79

Maximum Day Demand

Date 7/3/2026

Total Production (Gallons) 847,783.20

A Boosters	110,810	828,859	160	150	86.6
C Boosters	208,000	1,555,840	177	175	146.8
Total	318,810	2,384,699			



DATE: 8/4/2026
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Goat Mountain Production JULY 2026

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>GPM from</u> <u>Hour Meter</u>	<u>GPM from</u> <u>Flowmeter</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well GMW1	268,740	2,010,175	186	220	180.6	6.17
Well GMW3	352,100	2,633,708	288	320	152.5	8.08
Total	620,840	4,643,883			333.1	14.25

Maximum Day Demand

Date 7/23/2026

Total Production (Gallons) 272,272.00

GM booster	240,300	1,797,444	246	222	121.8
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BIGHORN-DESERT VIEW WATER AGENCY

Our Mission - "To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."

Finance/Public Relations/Education and Personnel

Standing Committee Regular Meeting Minutes

Committee Members: President Miller-Boyer & Director McKenzie

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285

May 19, 2026
Time – 4:00 P.M.

CALL TO ORDER - Chair Miller-Boyer called the meeting to order at 4:02 p.m.

PLEDGE OF ALLEGIANCE - Chair Miller-Boyer led the pledge.

ROLL CALL

Committee members present: JoMarie McKenzie
Rodney Miller-Boyer

Staff members present: Jennifer Cusack
Marina West

Members of the public present: Two (2).

APPROVAL OF AGENDA

MSC¹-motion to approve the agenda McKenzie/Miller-Boyer, motion carried.

PUBLIC COMMENT

No public present.

1. EMPLOYEE HANDBOOK UPDATE

Committee reviewed the Employee Handbook and provided input prior to going to the Board for approval.

Jennifer Cusack went through the Employee Handbook page by page going over the tracked changes explaining most are a result of a legal review. Also noting changes to the office schedule, removing specific office hours and noting she would like to proposed going back to 4/10 work schedule. Director McKenzie asked if there is enough work for a ten-hour day. Jennifer Cusack explained there is efficiency not having to mobilize 5 days and the longer days have the same amount of work and allow more time for the tasks to be done before the day ends. There is sufficient work and plenty to do, it is a matter of staying on top of the work

MSC¹ – Motion made, seconded and carried.

and planning the days. Also, it is important to attract and retain talent in the industry. Other neighboring water districts have a 4/10 schedule and employees see it as a benefit.

Director McKenzie asked about the Conflict-of-Interest Code, which Marina noted is due for review in August or September this year. At that time the attorney looks at job descriptions and responsibilities and any position that makes decisions or has influence on decisions typically has some level of reporting. It is not necessarily in the handbook as it is a stand-alone policy as it is determined by State statute.

Director McKenzie asked about what is determined to be part-time versus full-time. Jennifer Cusack will make sure it is clearly defined in the Handbook. Director McKenzie also asked about the standby minimum four hours and the rule on overtime and taxes. Director McKenzie asked that vehicles be added to the property listed on page 59 of 104 item h and access to district property to include agency owned vehicles. Same item on page 64 of 104 Article 6 referencing the same.

Marina West suggested a change to page 66 of 104 in 6.4 third paragraph last sentence about the reporting area, should say designated area, instead of the back of the building.

Director McKenzie asked about legal sick time requirements and holidays. Jennifer Cusack said staff will review that to make sure we are compliant. Director McKenzie asked about jury duty and days paid. Marina explained as a public agency, jury duty days are paid.

A revised draft will go to the whole board for review and consideration at a future meeting.

2. SOCIAL MEDIA POLICY

The committee reviewed the Social Media Policy draft. Jennifer Cusack explained the purpose is to add some limited social media, while providing a policy managing the social media sites to limit commenting and making sure purpose and goal of the social media engagement is clear one-way communication tool to get information out to customers. This is a draft and a final version will be brought back to the entire board for consideration.

Jennifer Cusack added a social media section will be added to the employee handbook to address employee behavior on personal social media pages related to impact on Bighorn-Desert View Water Agency, including anti-harassment rules related to engaging with co-workers and customers on social media.

The committee members had questions about the various platforms and liked the idea of limited engagement while making sure customers get information they need. Jennifer explained about the various platforms including Facebook, Instagram, LinkedIn, NextDoor and X.com. Social media will be limited to pushing information out including emergencies, customer tips, water conservation and link back to the agency webpage. Customers will not

MSC¹ – Motion made, seconded and carried.

be able to engage with customer service on social media, they will be directed to call, email or come into the office for account related items. Also, the agency will not monitor or respond to comments and will include a disclaimer that the site is for information only and is not monitored.

The committee agreed with the approach and the policy will be revised and broad back to the entire board for consideration at a future meeting.

- 3. CONSENT ITEMS** – The following items are expected to be routine and non-controversial and will be acted on by the Board at one time without discussion, unless a member of the Public or member of the Board requests that the item be held for discussion or further action.

a. FPREP Committee Meeting Minutes **September 2, 2025**

MSC¹-motion to approve the consent calendar (McKenzie/Miller-Boyer), motion carried.

- 4. VERBAL REPORTS** - Including Reports on Courses/Conferences/Meetings.

1. Committee Members' Comments/Reports
2. General Manager's Report

- 5. ITEMS FOR FUTURE AGENDAS**

Director McKenzie asked for a future agenda item report on the tanks, wells and pipelines and the life span to plan for repair and replacement.

- 6. ADJOURNMENT**

The Chair adjourned the meeting at 5:36 p.m.

Approved by:

Megan Close-Dees, Secretary of the Board

Official Seal

MSC¹ – Motion made, seconded and carried.



Future Agenda Items Requested by Board Members

Date	Board Member	Topic	Status
1/27/2026	McKenzie	Field Operations Report	Scheduled August 2026
2/7/2026	McKenzie	Mid-Year Budget Review be agendized	Scheduled Jan/Feb2027
4/14/2026	McKenzie	Review of Dues & Subscriptions	Scheduled September 2026
5/12/2026	McKenzie	Project Updates and detailed timelines	Complete/Ongoing
5/12/2026	Martinez	Income Opportunities	Pending
7/14/2026	McKenzie	Review Purchasing Policy	Complete