

No. 2023-04-01

RESOLUTION ADOPTING REVISED EMPLOYEE MANUAL
LOST PINES GROUNDWATER CONSERVATION DISTRICT

WHEREAS, the Lost Pines Groundwater Conservation District (the "District") was created in 1999 by Senate Bill 1911, 76th Texas Legislature, pursuant to Section 59, Article 16 of the Texas Constitution and Article 7880-3c, Texas Civil Statutes (now Chapter 36, Texas Water Code); ratified by the 77th Texas Legislature in 2001; and confirmed by voters in Bastrop and Lee counties in November 2002;

WHEREAS, the District Board of Directors ("Board") is responsible for the management of all the affairs of the district pursuant to Tex. Water Code §36.057;

WHEREAS, the Board adopted the Employee Manual at its April 20, 2022 board meeting and now seeks to amend the previously adopted Employee Manual as proposed; and

WHEREAS, the Board reviewed the Revised Employee Manual at its April 19, 2023 meeting and seeks to adopt this manual pursuant to Tex. Water Code §36.057.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lost Pines Groundwater Conservation District that the Revised Employee Manual as attached is adopted and that a copy of this resolution be posted on the District website.

PASSED AND EFFECTIVE ON _____, 2023.

LOST PINES GROUNDWATER
CONSERVATION DISTRICT

By: _____
Elvis Hernandez, President
Board of Directors

ATTEST:

By: _____
Mike Simmang, Secretary-Treasurer
Board of Directors

Statement of Affirmation: I acknowledge that I have received a copy of this Revised Employment Manual. I also acknowledge that the provisions of the Employment Manual are part of the terms and conditions of my employment and that I agree to abide by them.

This Revised Employment Manual shall become effective as of April 19, 2023.

Signature of Employee: _____
Printed Name: _____
Date: _____

**REVISED EMPLOYMENT MANUAL
of the Lost Pines Groundwater Conservation District**

This Revised Employment Manual (the “Manual”) contains the policies of the Lost Pines Groundwater Conservation District (the “District”) that govern the behavior and duties of the District’s employees and Board of Directors. The term “employees” as used throughout this document excludes all Directors on the Board of Directors (the “Board”), excepting that a Director shall be an “employee” for only those purposes described under Section 36.060 of the Texas Water Code.

Employment with the District is on an at-will basis as defined under Texas law. This means that the employment relationship may be terminated at any time by either the employee or the District for any reason not expressly prohibited by law, or for no reason at all. Nothing contained in this manual should be construed as a guarantee of continued employment or of any particular policy or benefit. The policies, programs, and benefits described in this manual may be eliminated, added to, subtracted from, or otherwise amended at any time without advance notice or cause. Interpretations of this policy are reserved to the Board.

- 1) **EEO Policy.** This Section of this Manual shall be adopted as the District’s Equal Employment Opportunities Policy (the “EEO Policy”).
 - a. **Equal Employment Opportunity.** The District is committed to complying with all federal, state, and local laws providing equal employment opportunities (EEO) and is committed to fair and equal treatment of all employees, and fair and equal consideration of all prospective employees, without regard to race, color, age, religion, sex, sexual orientation, transgender status, ancestry, Vietnam or disabled veteran status, national origin, genetic make-up, or disability.
 - b. **Discrimination and Harassment Prohibited.** The District maintains a work environment free of harassment or discrimination because of sex, sexual orientation, gender (including transgender status), race, religion, color, national origin, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. The District will conduct a prompt and thorough investigation of all allegations

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of any violation of this EEO Policy in a confidential manner. The District will take appropriate corrective action, if and where warranted. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

- c. Sexual Harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- d. Reporting Discrimination or Harassment. If an employee feels that they have witnessed or have been subjected to any form of discrimination or harassment, the employee shall immediately notify their supervisor. The District prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination. The District will promptly and thoroughly investigate any claim and take appropriate action where the District finds a claim has merit. If the District determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. The District may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge.
- e. Accommodations. The District complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, the Family and Medical Leave Act, and all applicable state and local employment law regarding disabilities. The District will provide reasonable accommodations to otherwise qualified individuals with a disability, where appropriate, to allow the individual to perform the essential functions of the job unless doing so would create an undue hardship on the District. Employees may request an accommodation when their religious beliefs cause a deviation from the District dress code or the individual's schedule, basic job duties, or other aspects of employment. The District will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law.

2) **Personnel Records.**

- a. The District maintains a personnel file for each employee. All information is kept confidential to the extent allowed by law, with only authorized personnel having access to it. The employee's individual personnel records are available for review upon employee's request during work time. Employees may also make copies of their personnel records.
- b. Under Section 552.024 of the Texas Government Code (the Public Information Act), the employee may request that his/her home address, home telephone number, emergency contact information, social security number, or information that reveals whether the

employee has family members be kept confidential. This election must be made in writing within the first 14 days of employment or within 14 days of termination of employment with the District. If the election is not timely made, all or part of this information will be subject to disclosure in response to a request for public information.

3) **Employment.**

- a. Recruitment of Employees. Job openings for Regular positions are posted in a manner designed to be available to a wide range of applicants, both internal and external. The posting will include the job title, any required qualifications, the method for applying, and any applicable application deadlines. Depending upon the position sought, an applicant may be required to consent to a criminal background check, a check of the applicant's references, a check of the applicant's driving records, and a credit check. Some job offers are made contingent upon the successful applicant passing a medical examination that is job-related and consistent with business necessity.
- b. Offers to Potential Employees.
 - i. Any offer to a potential employee will be made by a written offer letter that identifies the potential employee's employment as "at will" and describes the employee's title, job duties, and whether the employee is to be full-time, part-time, or have a temporary position.
 - ii. Offer letters may include a reference to a "restrictive covenants agreement" to be executed by the applicant upon the acceptance of a job offer. This agreement may contain provisions related to confidentiality of information, assignment of work product, and no solicitation of other employees post-employment.
- c. Work Week. Normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Employee Classifications.
 - i. Regular Employee. A Regular Employee is an employee who is hired into a non-temporary position without a predetermined end date and works regularly scheduled hours per week.
 - ii. Exempt Employee. Exempt employees are Regular employees who are not subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and are therefore not entitled to overtime pay.
 - iii. Nonexempt Employee. Nonexempt employees are Regular employees and subject to the minimum wage and overtime provisions of the FLSA. Nonexempt employees must be compensated for each hour worked and at one and a half times their regular rate of pay for any hours worked over 40 hours in a single work week.
 - iv. Full-Time Employee. A full-time employee is a Regular employee expected to work a minimum of 30 hours each week. Full-time employees are entitled to receive all of

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the benefits offered by the District. The full-time employee can either be exempt or nonexempt.

- v. Part-Time Employee. A part-time employee is a Regular employee working less than 30 hours per week. Part-time employees must be paid for each hour worked. Part-time employees are not eligible for the District's benefit programs.
- vi. Temporary Employee. A temporary employee is defined as an employee who is hired for a specific period of time or for a specific task or project. Temporary employees are not limited in the number of hours they can work by week, pay period, or annually. Temporary employees are not eligible for the District's benefit programs or for paid time off. Temporary employees are paid overtime at a rate of time-and-one-half their hourly pay rate for hours they work in excess of 40 hours per work week. Temporary employees are not Regular employees.
- vii. Intern. An intern is typically a student employee or volunteer for the District. An intern may or may not receive monetary compensation. If compensated, the intern is classified as a nonexempt temporary employee. Interns are not eligible for the District's benefit or for paid time off. If compensated, interns are paid overtime at a rate of time-and-one-half their hourly pay rate for hours they work in excess of 40 hours per work week. Offer letters for interns must expressly describe the nature of the internship and stipulate whether the internship will be paid or unpaid. Employees seeking to retain interns may only make offers for internships in writing and may not make an offer to the prospective intern until after notifying their supervisors for approval of the written offer letter.
- e. Conflicts of Interest. Conflicts of interest may create actual or potential job-related concerns. If there is any actual or potential conflict of interest between an employee and a competitor, supplier, distributor, or contractor to the District, the employee must disclose it to the Board. If an actual or potential conflict of interest is determined to exist, the Board will take such steps as it deems necessary to reduce or eliminate this conflict.
- f. Employment of Relatives. The District will not employ relatives in positions where actual conflicts of interest may arise.
- g. Probationary Period. Every new employee shall undergo a six (6) month probationary period (the "Probationary Period") that shall commence upon their date of hire. Upon the completion of the Probationary Period, the employee shall be eligible for certain benefits as described in this Manual.
- h. Requests and Reports to General Manager. Should the Board appoint a General Manager for the District under Section 36.056 of the Texas Water Code, employees shall deliver reports and requests under this Manual, such as reports under the Ethics Policy or leave requests (as described below), to the General Manager.

i. Confidential Information and Data.

- i. “Confidential Information” means all confidential and proprietary knowledge, data, or information so identified by the District, whether in electronic or physical form, including, but not limited to, documentation, financial statements, operational plans, forecasts, and budgets.
- ii. Employees will, during the course of their employment, have access to information and data considered “confidential” by the District. Employees will use their best efforts to maintain and protect the secrecy of this Confidential Information. Employees may not divulge any Confidential Information to any third party without the written approval of their direct supervisor. Employees shall not remove any Confidential Information (including any electronic devices containing Confidential Information) from the District’s premises, copy any Confidential Information, or delete any Confidential Information. Employees shall presume that all electronic devices owned by the District contain Confidential Information and shall be removed from the District’s premises unless the Employee’s supervisor agrees in writing.
- iii. Upon request by the District, including any request made at or after the time an employee receives notice that their employment shall cease, employees will promptly return all originals and all copies of all Confidential Information (including all tangible media, electronic devices, or other property embodying, storing, or holding Confidential Information) that an employee may have in their possession.

j. Annual Performance Evaluation.

- i. In December of each year, before the Board considers the Annual Performance Evaluation of the General Manager, the General Manager shall complete an Annual Performance Evaluation for each employee. The Annual Performance Evaluation shall be of substantively the same form as the “Annual Performance Evaluation” attached as “Exhibit A” to this manual.
- ii. The General Manager shall submit the completed Annual Performance Evaluations to the Board. In the alternative, the General Manager shall provide qualitative assessments to the Board where such assessments describe the overall results of the Annual Performance Evaluations, including whether employees met or exceeded the expectations of their employment.

k. Annual Performance Evaluation of the General Manager. In December of each year, the Board shall conduct the General Manager’s annual performance evaluation by:

- i. each Board Director submitting a completed General Manager Performance Evaluation Form, attached as “Exhibit B” to this manual, to the Governance Committee.
- ii. Approving the final evaluation report, with any modifications adopted by the Board, and the proposed General Manager’s annual compensation, provided by the Governance Committee;

- iii. The Governance Committee shall, as directed by the Board:
 - a. collect and compile the General Manager Performance Evaluations received from each Director;
 - b. review the information included in each Director's individual General Manager evaluation form to determine whether the General Manager has fulfilled their responsibilities and to determine whether such responsibilities delegated to the General Manager should be modified or changes and whether additional responsibilities should be delegated to the General Manager;
 - c. Create, and provide to the Board, a General Manager final annual evaluation report, which shall include a proposed annual compensation recommendation to be paid to the General Manager for the upcoming fiscal year.
 - iv. All annual performance evaluation documentation collected to create the General Manager's final annual evaluation report, including each Director's individual evaluation, shall be maintained in the General Manager's personnel file.
- 4) **Ethics Policy.** The District is a political subdivision of the State of Texas and its employees are public servants. The Board and employees will comply with all state laws governing ethics and conflicts of interest. Because of potential conflicts of interest, ethical considerations, and liability matters, an employee must notify the Board before accepting any outside employment or engaging in any activities which may cause a conflict of interest or the compromise of the District's ethical or professional standards. Criminal penalties may apply for certain violations of Texas ethics laws.
- a. Prohibited Activities. This list is not all-inclusive. Violation of the public trust in any way is a violation of this Ethics Policy Section and may result in disciplinary action up to and/or including termination.
 - i. Employees may not use their official position to secure special privileges or exemptions for themselves or others.
 - ii. Employees may not grant any special consideration, treatment or advantage to any citizen, individual or group beyond those that are available to every other citizen, individual or group.
 - iii. Employees may not disclose, without proper authorization, confidential information that could adversely affect the property, management, or affairs of the District, or directly or indirectly use any information for their own personal gain or benefit, or for the private interest of others.
 - iv. Employees may not represent, directly or indirectly, or appear on behalf of private interests before the Board, nor shall they represent any private interest in any action or proceeding involving the District, nor shall they accept a retainer or compensation that is contingent upon a specific action taken by the District.

- v. Employees may not be directly or indirectly interested in any contract in which the District is a party, or solicit, accept, or agree to accept any benefit from a party known to be or likely to be involved in a transaction involving the District.
- vi. Employees may not solicit, accept, or agree to accept an honorarium in consideration for services that he or she would not have been requested to provide but for his or her official position with the District.
- vii. Employees may not solicit, accept, or agree to accept any benefit from a person and/or group the employee knows to be subject to regulation, inspection, or investigation by the District.
- viii. Employees may not provide to others gifts, entertainment, or services on behalf of the District that could not be accepted under this policy.
- ix. Employees may not engage in acts of misconduct or dishonesty, including, but not limited to:
 - 1. theft or other misappropriation of assets, including assets of the company, customers, suppliers or others with whom the District has a business relationship;
 - 2. misstatements and other irregularities in company records, including the intentional misstatement of the results of operations;
 - 3. forgery or other alteration of documents; and
 - 4. fraud and other unlawful acts.

b. Reporting Violations of this Ethics Policy.

- i. It is the responsibility of every employee to immediately report suspected violations of this Ethics Policy. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.
- ii. After reports are made, the investigative team acting on the District's behalf will have free and unrestricted access to all company records and premises and the authority to examine, copy and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities (whether in electronic or other form) without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of investigative or related follow-up procedures. All investigations of alleged wrongdoing will be conducted in accordance with applicable laws.
- iii. Care must be taken in reporting suspected violations of this Ethics Policy to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that a follow-up and investigation is underway, and to avoid making statements which could adversely affect the District, an employee, or other parties. Accordingly, the general procedures for investigation of reported incidents are as follows:

1. employees and others must immediately report all factual details as indicated above under this Ethics Policy;
2. do not communicate with suspected individuals about the matter under investigation;
3. neither the existence nor the results of investigations or other follow-up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively; and
4. All inquiries from an attorney or any other contact from outside of the District, including those from law enforcement agencies or from the employee under investigation, should be referred to the District's legal representative.

5) Benefits - Group Insurance Programs.

- a. Health, Dental, Vision. Full-time employees are eligible for the District's group insurance program on the first day of the month following the completion of the employee's Probationary Period. Group insurance benefits are subject to change at any time. The District may alter the types of insurance offered, vary or eliminate the amount of premium that the District will pay, or eliminate group insurance benefits entirely.
 - i. The District may pay a percentage of the employee's premium, including a percentage of the employee's dependent coverage premium, of the District's current health insurance provider. These percentages will be provided to the employee prior to employee's enrollment in any health insurance plan.
 - ii. The District may pay a percentage of the employee's premium, including a percentage of the employee's dependent coverage premium, of the District's current dental insurance provider. These percentages will be provided to the employee prior to employee's enrollment in any dental insurance plan.
 - iii. The District may pay a percentage of the premium for basic employee life insurance coverage at a multiple of the employee's annual salary, up to a maximum level of coverage (the District's life insurance coverage includes short-term disability coverage, long-term disability coverage, and basic employee accidental death and dismemberment coverage). This percentage, multiple, and maximum level will be provided to the employee prior to employee's enrollment in any life insurance plan.
 - iv. The District may pay a percentage of the employee's premium for vision insurance. This percentage will be provided to the employee prior to employee's enrollment in any vision insurance plan.
- b. Unemployment Compensation Insurance Policy. Unemployment compensation insurance is paid for by the District and provides temporary income for employees who have lost their job under certain circumstances. The employee's eligibility for unemployment

compensation will, in part, be determined by the reasons for the employee's separation from the District.

- c. Workers' Compensation Insurance Policy Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work-related injuries. If an employee is injured on the job while working at the District, no matter how slightly, the employee shall report the incident immediately to their Team Leader. Consistent with applicable state law, except in situations where the employee is incapacitated or unable to submit a report, failure to report an injury within a reasonable period of time (where such "reasonable period of time" shall not exceed twenty-four (24) hours) could jeopardize the employee's claim for benefits. To receive workers' compensation benefits, the employee will notify the General Manager, or his/her designee, immediately of the claim. If the injury is the result of an on-the-job accident, the employee must fill out an accident report. The employee will be required to submit a medical release before they can return to work.

6) **Policy for a Drug-Free Workplace.** To ensure a safe and productive workplace, and to provide education and treatment to District employees, the following rules regarding alcohol and Controlled Substances in the workplace have been established. The policy applies to all employees of the District regardless of rank or position. Employees who violate this policy are subject to appropriate disciplinary action, up to and including termination.

- a. Violations. Any of the following actions constitute a violation of this Policy and may subject an employee to disciplinary action up to and including termination:

- i. Using, selling, purchasing, transferring, dispensing, distributing, possessing, manufacturing, or storing a Controlled Substance or Drug Paraphernalia, or attempting or assisting another to do so while in the course of employment or engaged in a District sponsored activity, on District premises, in District owned, leased or rented vehicles, or on District business.
- ii. Working or reporting to work, conducting District business, being on District premises or in a District owned, leased or rented vehicle while under the influence of a Controlled Substance or alcohol, or while in an impaired condition.
- iii. Possession and use of prescription drugs on District property is permitted only if the employee has a valid prescription from a doctor. Excessive, abusive, or hazardous use of either prescription or over-the-counter drugs on District property is prohibited.

- b. Definitions.

- i. "Controlled Substance" means any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S812), as amended. In general, it is any drug or derivative thereof, of which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, local

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law or regulation; any other drug including (but not limited to) a prescription drug, used for any other reason other than a legitimate medical reason; and inhalants used illegally.

- ii. “Drug Paraphernalia” means equipment, products, or materials that are used or intended for use in concealing an illegal drug, or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance.
- c. Drug Testing. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or an accident involving injury to a third party or damage to District property or the property of another if there is a reasonable suspicion of alcohol or drug use. Employees engaged in safety-sensitive job duties may be randomly tested for alcohol or drug use. Safety-sensitive duties are those which involve the safety of the employee or of third parties and include without limitation operation of any vehicle or equipment for which a commercial driver’s license is required.
- d. Mandatory Reporting of Convictions. Employees are required to provide written notice to the Board within five (5) calendar days of a conviction, deferred adjudication, or plea of nolo contendere for violation of any criminal offense beyond a Class C misdemeanor under the Texas Penal Code .
- e. Coordination with Law Enforcement Agencies. The District will report information concerning sale, possession, purchase, transfer, or use of any Controlled Substance or Drug Paraphernalia on District premises to law enforcement officials and will turn over to the custody of the law enforcement officials any such substances found during a search of an individual or property. Searches of lockers, desks or closets will only be conducted when based on reasonable cause. The District will cooperate fully in the prosecution and/or conviction of any violation of the law.
- f. Employee Assistance Program. The District will provide employees and their families with confidential, professional assessment and referral for assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol or Controlled Substances. The cost of treatment, counseling or rehabilitation resulting from an Employee Assistance Program (EAP) referral will be the responsibility of the employee but may be partially covered under the District’s health insurance. When suspected or documented job impairment due to alcohol or Controlled Substance use has been observed and identified, the Board may recommend participation in the EAP. Self-referral by employees or family members is strongly encouraged. Self-referral will not be the basis for corrective actions but does not preclude the District’s use of corrective actions based on job performance. EAP-related activities, such as referral appointments, will be treated on the same basis as other personal business or health matters regarding use of sick leave or comp time. Sick leave may be taken as needed.

7) **Payment Policy.**

- a. Pay Periods. The District will set paydays on either a bimonthly or biweekly basis. If a payday falls on a holiday, employees will be paid on the last working day prior to the holiday. The District requires “direct deposits” to employees’ bank accounts and will

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require employees to complete authorization forms for such direct deposits. Any payments to members of the Board may also be made by direct deposits and will require completed authorization forms.

- b. Overtime. By law, the rate of compensation for overtime is dependent upon whether an employee's position is exempt or nonexempt, as reflected in their personnel file. Nonexempt Employees may not perform overtime work unless they receive written approval from the General Manager.
 - c. Deductions. Certain deductions are made from employees' gross earnings: those required by law and those authorized by the employee. The law requires that regular amounts be deducted from an employee's pay and to be applied toward payment of the employee's federal income taxes, Social Security, and Medicare. If an employee wishes, they may have additional deductions taken for the employee optional insurance programs and/or other miscellaneous deductions upon written request. Improper deductions from the pay of Exempt Employees is prohibited. The Exempt Employee should immediately provide notice if the employee believes that an improper deduction from his/her salary has been made.
 - d. Cost of Living Pay Increases. Cost of living pay increases may be given only after the completion of the Annual Performance Evaluation that will be placed in the employee's personnel file. Any cost of living pay increase must be approved by the Board. An employee is not eligible for a cost-of-living increase until after completion of one full year of employment with the District.
 - e. Merit-Based Pay Increases. Merit-based pay increases may be given only after the completion of the Annual Performance Evaluation that will be placed in the employee's personnel file. Merit-based pay increases will only be given pursuant to documented exemplary performance as documented in the employee's Annual Performance Evaluation. Any merit-based pay increase must be approved by the Board.
- 8) **Retirement Plan**. The District maintains a retirement program for its eligible employees after the first year of employment (see Lost Pines Groundwater Retirement Plan and Trust, Summary of Plan Provisions, for eligibility requirements). The District may deduct a percentage of the employee's salary from the employee's paycheck each pay period and then match a portion of such deduction with a District contribution. The employee portion and the District's contribution of the retirement funds are then invested under the employee's name in a retirement plan approved by the Board. An employee may choose from among several different funds for the retirement plan. Upon entry into the program, eligible employees will be vested to a certain percentage with the District's contribution. This vested percentage may increase after a number of years of service with the District (to be determined by the Board). Note that this is a federal income tax-deferred program and only an applicable percentage of gross wages will be tax-deferred for federal income taxes only; not for Social Security or Medicare taxes. The District may alter the terms of its retirement plan or eliminate the plan at its discretion.

9) **Complaints.**

- a. The complaint process begins with preparing a written complaint, providing as many specifics about the issue as possible, and filing the complaint within a reasonable amount of time after the event. The District will consider the complaint, investigate if appropriate and provide a written decision to the complainant within thirty (30) calendar days of receipt of the complaint.
- b. Complaints regarding discrimination or harassment are governed by the District's EEO Policy.
- c. The District will keep all matters pertaining to formal complaints confidential to the extent possible without jeopardizing the effectiveness of any required investigation.
- d. Retaliation is prohibited. Retaliation or any other negative action is prohibited against any employee who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.
- e. Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

10) **Paid Time Off.**

a. Vacation.

- i. The amount of vacation time earned may be based on the length of employment with the District. All full-time employees will earn vacation time in accordance with guidelines adopted by the Board.
- ii. All eligible employees will begin to accrue vacation benefits after the end of their Probationary Period and are eligible to take vacation after the end of their Probationary Period. For calculating vacation eligibility, an employee's length of service is the continuous time spent in regular employment by the District, including time spent on military leave of absence but excluding leaves of absence for any other purpose, unless otherwise waived by the Board. Vacation does not accumulate during the time an employee is on a non-military related unpaid leave of absence.
- iii. All vacation requests must be submitted with reasonable advance notice for approval. Employees may only use accrued vacation leave and may not carry a negative leave balance.
- iv. The maximum amount of vacation time an employee may hold at any one time cannot exceed two times the annual rate for the year. For example, a six-year employee may accrue up to 120 hours of vacation time per year. That employee may hold a maximum

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of 240 hours of vacation leave at any one time. If an employee accrues up to two years vacation time, the employee will not be allowed to accrue further vacation time until the maximum accrued time is reduced by taking time off.

- b. Voluntary Termination. If an employee voluntarily leaves the employment of the District and a minimum of two weeks' notice is given or the employee is terminated, the employee will be paid for any unused vacation to which they are entitled at the time of the separation.
- c. Personal Days. In addition to vacation days, full-time employees receive "personal days" as outlined in this Section. Personal days may be taken at the employee's discretion like vacation days but require explicit notice and approval. Employees become ineligible for using personal days upon giving notice of resignation. There is no carry-over of unused personal days from fiscal year to fiscal year, and unused personal days are not compensated to the employee at any time including termination of employment. The number of personal days available is dependent upon the level of the employee:
 - i. During Probationary Period: no personal days available;
 - ii. Staff-level employee: one personal day per fiscal year;
 - iii. Senior-level employee: two personal days per fiscal year.
- d. Holidays. The District recognizes all federal holidays. Holidays which fall on Saturday will be observed on Friday, and those which fall on Sunday will be observed on Monday. If a holiday occurs during an employee's vacation, the employee will be paid for that holiday and will not be charged with a vacation day for the day the holiday is observed.

11) Termination of Employment.

- a. Resignation. Employees are requested to give at least two weeks' notice in writing prior to voluntary termination. Two weeks' notice is required for payment of any accrued vacation time. At the option of the District, the employee may be required to take unused vacation during the termination notice period. Vacation and sick time will continue to accrue during the two-week notification period. All keys and District property must be returned before the last working day.
- b. Job Abandonment. If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three (3) consecutive days, the employee will be considered to have abandoned their job and voluntarily resigned from the District. Employees who do not return to work after approved leave will be considered to have abandoned the position, and their employment will be terminated immediately. An employee who fails to return to work after the expiration of approved leave will be required to reimburse the District of the District's portion of any health premiums paid during the leave, unless the reason the employee fails to return is a serious health condition which prevents the employee from performing their job, or if the circumstances are beyond the employee's control.

- c. Workforce Reductions (Layoffs). If necessary, based upon unexpected budget restrictions, the District may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the District will make its best effort to make sound business decisions while acknowledging the needs of its workforce. Any RIF will abide by applicable laws.
- d. Disciplinary Action. Violation of District policies, including violation of any policies or provisions in this Manual, may result in (but is not limited to) the following disciplinary action: oral reprimands, written reprimands, suspension with or without pay, probation, performance improvement plans, and/or employment termination. Generally, discussions with supervisors and attempts to remedy problems precede termination. However, immediate termination without prior discipline may result when the severity of the infraction or the best interest of the District requires such action.
- e. Exit Interview. An employee may be asked to participate in an exit interview when leaving the employ of the District. The purpose of the exit interview is to provide the District with greater insight into the employee's decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the District in developing effective recruitment and retention strategies. An employee's cooperation in the exit interview process is appreciated.
- f. Criminal Activity or Arrests. Involvement in criminal activity (including arrests) during employment, whether on or off the District property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action taken is not dependent upon the disposition of any case in court and will be based on information reasonably available. This information may come from witnesses, police, or any other source the Board has reason to view as credible. Employees must immediately notify their supervisor if they are arrested, charged, indicted, or convicted of any felony or misdemeanor.
- g. Severance. A severance package is not legally required of employers. Severance packages are benefits, and with few exceptions, providing benefits is optional for employers in the United States. The District may offer severance packages to full-time employees who have worked at the District for at least one full year and that are terminated without cause.

12) Social Media Policy.

- a. Social media includes various means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, as well as any other form of electronic communication. District principles, guidelines, and policies apply to online activities just as they apply to other areas of work. The employee is subject to discipline, up to and including termination of employment, for any violation of this Manual resulting from the employee's use of social media.

- b. An employee will not use social media while on work time, unless it is work related as authorized or consistent with this Manual.
- c. The District cannot govern employee activity on social media during nonworking time. All use of social media should be performed in accordance with the relevant terms of use or software license governing such social media platforms. An employee's personal posts and social media activity should not reflect upon or refer to the District.
- d. When posting information on social media, you may not disclose any confidential or proprietary information of or related to the District, or post information that indicates or identifies you as speaking on behalf of the District, or represent yourself as a spokesperson for the District.

13) **Telecommuting.**

- a. Definition. Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site. The District will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. If the employee is granted a telecommuting arrangement, the employee will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be granted a reasonable accommodation.
- b. Considerations for Eligibility. Employees who are working during the Probationary Period may not be eligible for telecommuting. Employees may be required to have achieved and maintained above average job performance in order to be eligible for telecommuting. Telecommuting may be approved only for those employees whose jobs include essential functions, as identified in the job description, that may be performed proficiently under a telecommuting arrangement. Jobs that require close supervision, timely use of District resources available only at the District's facilities, or timely interaction with staff, stakeholders, or the public may not be approved for telecommuting.
- c. Conditions for Telecommuting. Telecommuting employees must agree and ensure: that the telecommuting work area conforms to applicable regulations promulgated by the Occupational Health and Safety Administration; that all time spent in telecommuting is accurately recorded and that any overtime hours are appropriately authorized; that confidential and privileged information is protected; and that all policies at the normal workplace also apply at the telecommuting work place.
- d. Telecommuting Arrangements. Telecommunicating arrangements with the District may require:
 - i. that even on an approved telecommuting work day, if the employee is needed in the District's office or at another location on behalf of the District, the employee will be available on reasonable notice of not less than one hour to appear where needed;

- ii. that the employee must have an effective work space, including but not limited to a computer, phone and internet connection;
- iii. that any equipment, services, and supplies to be furnished by the District for telecommuting must be used solely for District business purposes, and that the employee is responsible for maintenance of such equipment;
- iv. the requirement that the employee use only a safe telecommuting work space, and a commitment to report any injury to the telecommuting employee suffered during the telecommute period to the District, and the specification of the right of the District and/or OSHA to enter the workplace premises to ensure the work space is free of hazards that might cause injury and/or to investigate any such injury;
- v. consent by the employee to reasonable periodic inspections of the telecommuting premises by the District to ensure proper maintenance of any District property and compliance with safety standards;
- vi. the understanding that no reasonable expectation of privacy exists with respect to telephone and computer used in the telecommuting work-space location, and that they may be monitored for compliance with District policies, regardless of whether they are furnished by the District or the telecommuting employee;
- vii. the understanding that the telecommuting arrangement can be discontinued at any time by the District;
- viii. employee acknowledgement that the security protections to be afforded and the restrictions on the existence of and access to confidential and proprietary information in the telecommuting workspace, and the recovery of such information upon termination of the telecommuting practice; and
- ix. acknowledgment and acceptance of the effect, if any, of providing the telecommuting workspace on the homeowner's insurance of the telecommuting employee.

14) **Reimbursements.** In addition to approved travel reimbursements, the District will reimburse expenses if they are pre-approved in writing by the District, including the following:

- a. Professional Registration Fees and Professional Societies. Professional employees may be reimbursed for one professional registration/certification at District expense so long as such registration or certification is a qualification for the employee's job with the District. The District may pay for membership fees and dues in professional societies in which the employee actively participates.
- b. Continuing Education. The District encourages employees to pursue training and development courses which would be of direct benefit to both the District and the employee in terms of improved performance in the employee's present position or in preparation for future assignments. The District will reimburse these pre-approved expenses upon completion of the approved training or development course. This policy is not a college

tuition reimbursement program. To be eligible for reimbursement, the employee must be employed with the District for a minimum of one year, must maintain full-time employment status with the District throughout the duration of the class; and must submit proof of successful completion of the training or development course. An employee who has received a Continuing Education expense reimbursement must remain employed with the District for a minimum of one year after completion of the Continuing Education. A failure to do so will require the employee to repay the District for such expenses.

15) **Travel Policy.**

- a. Application. This Travel Policy applies to business trips that have one of the following criteria, examples of which include seminars, training, meetings, field trips, conferences, educational events, exhibitions, and expositions:
 - i. it deals specifically with subjects that would directly benefit the District or which are part of the District's activities,
 - ii. it has a direct bearing on the professional competence of District personnel or Board, or
 - iii. it involves matters of general interest to groundwater planning, management, protection, enhancement, conservation, and other subjects pertinent to the District's business and activities.
- b. Employee Responsibilities. The employee is responsible for being prudent to maximize economy and efficiency when incurring expenses while traveling on District business. The employee is responsible for booking and/or verification of reservations and other travel arrangements, keeping receipts, and applying for timely reimbursement. The traveling employee is responsible for their own safety and incidental personal belongings while traveling on District business and for the expenses of their accompanying spouse, child, or any companion who is not employed by the District nor on the Board.
- c. Approval and Reimbursements. All major expenses of travel must be pre-approved by the employee's supervisor and will be reimbursed after the travel is complete upon employee's submission of an expense report. The District will supply form expense reports to the employees. The expense report shall include receipts and documentation of expenses. Requests for expense reimbursement that are older than three months, absent extreme circumstances, will not be reimbursed.
- d. Booking Policies. All bookings for flights, lodging, or any other items requiring advance booking should be made as early or as timely as possible and should involve the lowest or most reasonable prices on the market. Booking expenses should be refundable or exchangeable whenever practical.
- e. Tax Exemptions. Where possible, all eligible tax exemptions should be utilized. The District will supply employees with tax exemption certificates to be used during their travel.

f. Travel Expenses Eligible for Reimbursement. The following expenses, including other direct costs related to travel for the District’s business, will be reimbursable:

- i. Transportation. Actual expenses and approved documentation required for transportation expenses incurred in District related business (e.g., taxi, bus, air, car rental, gasoline, etc.), including parking meters, garages, and lots where receipts are available.
- ii. Lodging. Hotels, AirBnB rentals, etc., for out-of-town trips and other District business.
- iii. Meals and Gratuities: The District may authorize a per diem while on District business or traveling based on IRS Federal Per Diem rates for the destination city, or the closest city to the travel destination. Otherwise, actual expenses for food and non-alcoholic beverages while traveling on District business. Any per diem authorized by the District will be subject to revisions and changes over time.
- iv. Business Services: Services related or required for District business, such as photocopying, printing, binging, etc.
- v. Costs related to seminars, conferences, and conventions: Registration costs, books, supplies, etc.
- vi. Mileage: Based on the then-current year’s IRS Standard Mileage Reimbursement Rate. Whenever practical, an employee should make arrangements to use the District vehicles, especially for local and same-day travel.

g. Hours Worked During Travel.

- i. Exempt Employees. Exempt employees traveling on business may include travel time as regular work hours, but the inclusion of travel time may not exceed a normal eight-hour daily total. Any travel exceeding the number of hours in the exempt employee’s normal workday is not chargeable time. Hours in normal commuting between the employee’s residence and local duty station are not chargeable time under any circumstance.
- ii. Nonexempt Employees.
 - 1. Nonexempt employees are not allowed to travel such that recorded time would be in excess of a normal eight-hour daily total without prior approval by the General Manager. Time spent commuting to and from work are not “hours worked.” Hours in normal commuting between the employee’s residence and local duty station are not chargeable time under any circumstance. Any time spent traveling on District business during an employee’s normal workday is “hours worked.”
 - 2. When a nonexempt employee makes an overnight trip for the District, time spent traveling to and from the airport or other means of public transportation as well as time spent as a passenger in traveling on an airplane, train, boat, bus, or automobile will not count as “hours worked” unless the time spent is during the employee’s

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normal work day. If an overnight trip requires a nonexempt employee to travel on a Saturday or Sunday, hours spent in travel during what would be the employee's normal working hours will be considered "hours worked."

3. If a nonexempt employee requests to be able to drive a personal vehicle instead of taking public transportation when requested to travel away from home, the District will count as "hours worked" the same amount of time that would have been counted as "hours worked" if the employee had taken the public transportation.
4. If a nonexempt employee makes an overnight trip to a destination for which there is no public transportation available, time spent driving to and from the destination that is outside the employee's normal workday will be counted as "hours worked." Time spent traveling as a passenger in a personal automobile is not counted as "hours worked" unless the hours are within the normal workday.

16) **Absence due to Illness or Weather Emergency.**

a. Sick Leave.

- i. The District recognizes that there will be times when an employee will be unable to work because of personal illness or injury, regular medical or dental appointments, or because of an emergency or illness involving their immediate family. In this context, immediate family is defined as spouse, children, spouses of children, parents, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren, step-children, step-parents, step-brother, step-sister, step-grandparents and step-grandchildren.
- ii. All full-time employees will receive sick leave credit of ten hours per month (120 hours per calendar year) after the end of their Probationary Period. All part-time employees will receive sick leave credit on a prorated basis by the number of hours worked in a regular work week relative to a 40-hour week.
- iii. Sick leave credits are granted by the District for the sole purpose of giving employees income protection when they are absent from work for the reasons described in this policy. Unused sick leave will be banked in the employee's name and may be drawn on for extended periods of illness or injury.
- iv. The maximum amount of sick time an employee may hold at any one time cannot exceed 600 hours. If an employee accrues 600 hours of sick time, the employee will not be allowed to accrue further sick time until the maximum accrued time is reduced by taking sick time off.
- v. Sick leave is not considered hours worked for purposes of calculating overtime. Employees may only use accrued sick leave and may not carry a negative leave balance.

- b. Inclement Weather. Inclement weather is defined as any weather emergency that precludes an employee from performing their normally scheduled duties. These

conditions can include, but are not limited to, immediate or residual effects from dangerous driving conditions due to snow, sleet or ice, flooding, or other severe weather. The District offices will officially delay opening or be closed, and inclement weather administrative leave will be authorized, at the General Manager's discretion, when local school districts are also closed for inclement weather. The office closure notwithstanding, employees should use their own good judgment about whether it is safe for them to commute from their homes to work and back. Employees concerned about their own or their family's safety during inclement weather conditions in which the office remains open should notify the District so that administrative leave might be authorized on an individual basis.

17) Leaves of Absence.

a. Requests.

- i. Leaves of absence (LOA) by employees of any duration requires, at a minimum, advance notice of the request for a LOA provided by the employee to the General Manager. For a requested leave of absence of two weeks duration or less, the employee must obtain prior approval for the leave from the General Manager. In excess of two weeks, the employee will request and obtain prior approval for the leave from the Board. Generally, an LOA will not be approved for more than 12 weeks. A longer period LOA, up to a maximum of six months, may be approved if the need is substantiated to and approved by the Board. Leave extensions must also be approved by the Board.
- ii. All requests for LOA and extensions must be supported by documentation that will enable the General Manager or the Board to make a decision to grant or deny the request. No LOA including any extension may exceed six months unless otherwise required by law. This policy will be administered consistently with the District's obligations under the ADA, if applicable, and state and federal military leave laws. A LOA will not be authorized unless there is a reasonable expectation that the employee will return to employment with the District at the end of the approved leave period. Extended LOA may reduce an employee's participation in the group insurance program.

- b. Use of All Other Available Leave. All accrued paid leave (unused vacation and personal days) must be exhausted before the employee will be authorized unpaid LOA. Accrued sick leave may be used only in connection with a LOA based on medical necessity. After exhaustion of all paid leave, the remaining LOA, if any, is unpaid and no paid leave benefits accrue during an unpaid LOA. The six-month maximum absence includes all paid and unpaid days of leave.

c. Eligibility/Criteria.

- i. To be eligible for an LOA that exceeds an employee's accrued paid leave, a regular full-time employee of the District must (1) have completed a term of employment past the end of the employee's Probationary Period, and (2) have worked at least 1,250 hours during the immediately preceding 12-month period. A regular part-time

employee must (1) have completed a term of employment past the end of the employee's Probationary Period, and (2) have worked at least 625 hours during the immediately preceding 12-month period. In calculating such eligibility, hours worked do not include time off for holidays, paid sick leave, personal days or vacation time, or any period of paid or unpaid leave.

- ii. While the District would strive to grant any meritorious request for an LOA, the District must ensure granting of the LOA will not create operational hardships, and that all essential obligations of the District are able to be met with the staff available for the duration of the LOA. Factors considered by the District in granting an LOA include:
 - 1. the reason for the leave
 - 2. the anticipated duration of the leave
 - 3. the documents submitted to substantiate the need for the leave (*e.g.*, medical certification)
 - 4. the frequency with which the employee requests approval for leaves of absence
 - 5. the number of other District employees who are out on extended leave at the time of request
- d. Reasons for LOA. A LOA may be considered in the following circumstances, although other circumstances may be considered on a case-by-case basis and at the sole discretion of the General Manager or, at the General Manager's request, the Board:
 - i. Extended illness, injury, or temporary disability and recovery therefrom for the employee (medical necessity). Incapacitating pregnancy, the recovery from childbirth, and the neonatal and postnatal care of either a natural-born or a newly adopted infant child are treated the same as any other medical condition for which paid sick leave may be used. Certain medical necessities will be eligible for additional terms under the Family Medical Leave Act ("FMLA").
 - ii. Extended care for incapacitated or otherwise dependent immediate family members requiring special attention (i.e., spouse, children, parents, or other family member residing with the employee).
 - iii. Educational purposes, including professional development, when successful completion will contribute to the work of the District.
 - iv. Public service assignment.
- e. Documentation. Requests for an LOA, or extensions thereof, must be made in writing to the General Manager, or his/her designee, as far in advance as possible prior to the requested leave date. The need for a medical LOA must be supported by documentation acceptable to the District, including but not limited to a doctor's explanation of why the employee cannot perform his/her duties, when he/she is expected to return to work, and

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periodic updates regarding the employee's ability or inability to return to work. No medical documentation is required in connection with an employee's own pregnancy unless the employee is seeking a LOA prior to childbirth for complications connected with her pregnancy. The General Manager, or his/her designee, may require that the employee on leave provide periodic reports on their condition or status. Before returning to work from a medical LOA, the employee may be required to submit a letter from their doctor stating that the employee is able to perform the essential functions of their job.

- f. Other Employment During Leave. Under no circumstances may an employee on an authorized LOA work another job unless expressly authorized in writing by the General Manager.
- g. Reinstatement. Employees returning from a LOA will be reinstated to their same position if the position is available. Reinstatement is not guaranteed unless required by state or federal law. If the employee's previous position is not available, the District will use its best efforts to place the employee in a position of similar pay and status. If the same job or one of similar pay and status is not available, reinstatement may, at the District's discretion, be deferred until a position is available. If an employee's same position or a position with similar pay and status is not available, the employee's job may be terminated with eligibility for rehire. An employee who fails to return to work at the conclusion of an approved LOA will be considered to have voluntarily resigned his or her employment with the District.
- h. Benefits/Premium Payments. Unless otherwise noted, all LOAs are unpaid except for any period in which accrued paid leave is used during the LOA. During the paid leave portion of any approved LOA, all benefits continue to accrue, and the District will continue to pay its portion of any employee and dependent insurance premiums that it normally pays on behalf of the employee. Vacation, sick leave, holiday pay, and other benefits do not accrue during any portion of an approved LOA that is unpaid. If an approved LOA contains any period of unpaid leave, the District will continue to pay its portion of any employee and dependent insurance premiums that it normally pays on behalf of the employee during the first 12 weeks of the LOA during a single 12-month period measured from the first day of the approved LOA. Employees who have group health or any other kind of insurance through the District continue to be responsible for paying their portion of the premiums while on a LOA. An employee's failure to pay his or her portion of insurance premiums during a LOA may result in cancellation of coverage, for which reinstatement after the LOA is not assured.
- i. Revocation. The General Manager, or his/her designee, may revoke an authorized LOA at any time. Failure to return to work after the expiration of an authorized LOA or failure to provide required reports, physician's statements, or to contact the District per a required schedule, may result in revocation of the LOA and/or disciplinary action up to and including dismissal.
- j. Military Leave. The District complies with state and federal laws governing an employee's absence from work for military training or duty. If an employee is called to or volunteers for active military duty or to Reserve or National Guard training, the employee should provide notice and submit copies of their military orders as soon as practicable. The District will pay

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full-time employees, who are members of the state military forces or a reserve component of the armed forces, their full salary for a period not to exceed 15 days in a fiscal year (the salary to be prorated for part-time employees) when such employees are engaged in authorized training or duty ordered or authorized by proper authority. Paid time off for military leave need not be consecutive. An employee may use accrued paid time off during the unpaid military leave. Otherwise, a military leave of absence is unpaid leave. An employee's eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state law.

k. Parental Leave and Leave under the FMLA.

- i. Parental Leave. Parental Leave available to eligible employees under this Manual is an unpaid leave (excepting any compensation described in this Section) of up to twelve (12) weeks during any twelve (12) month period, where such leave is associated with the birth of an employee's own child or a placement of a child with the employee in connection with adoption.
- ii. Leave under the FMLA. Leave under the FMLA is an unpaid leave (excepting any compensation described in this Section) of up to twelve (12) weeks during any twelve (12) month period is allowed for a serious health condition that makes the eligible employee unable to perform the essential functions of their job, or any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty. Military caregiver leave of up to twenty-six (26) weeks during any twelve (12) month period is allowed for an eligible employee to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin.
- iii. Eligible Employees. Eligible full-time and part-time employees for Parental Leave and leave under the FMLA are those who have been employed by the District for at least 12 months. Eligible full-time employees must have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Eligible part-time employee must have worked at least 625 hours during the immediately preceding 12-month period. In calculating eligibility, hours worked do not include time off for holidays, paid sick leave or vacation time, or any period of paid or unpaid leave.
- iv. Health Insurance. Health insurance coverage will be maintained by the District during Parental Leave or leave under the FMLA on the same basis as if the employee were still working. The employee must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage.
- v. Use and Duration of Leave. Parental Leave must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within twelve (12) months of the birth or placement of the child; however, the employee may use parental leave before the placement of an adopted child to consult with attorneys, appear in court, attend counseling sessions, etc. Use

of Parental leave is subject to the District's standard LOA policy, which allows for 12 weeks of unpaid leave annually. Any paid leave under this policy will count toward the 12-week period. Employees can only utilize one paid parental leave benefit per fiscal year.

- l. Compensation under Parental Leave and Leave under the FMLA. For Parental Leave or leave taken under the FMLA, eligible employees may receive paid leave in an amount to be determined by the Board. Such amounts, if any, will be provided either by the District's short-term disability insurance coverage or funded by the District. To the extent that any part of this paid leave is not covered as a short-term disability benefit, the District will fund the remainder of the paid leave authorized herein. For employees entitled to leave under this policy who are not subject to the District's short term disability policy, the District may fund the leave. Vacation and sick time will accrue at a portion, to be determined by the Board, of their regular rate while employee is on Parental Leave or Leave under the FMLA. Vacation and sick time will not accrue during any time of unpaid leave.
- m. Court Leave. When an employee receives a summons for jury duty or a subpoena or court order compelling attendance as a witness, he or she should immediately notify their supervisor. Regular employees will receive his or her regular pay, provided adequate proof is furnished. The employee must return to work for any reasonable time the court is closed during normal work hours. No adverse employment action will be taken against employees or applicants due to their service as a juror in state or federal courts.
- n. Bereavement Leave. Paid time off up to three days is available for Regular employees for a death in their immediate family. Approval is required for time off for other relatives or associates. If approved, the employee may use any earned paid time off benefit for bereavement leave.
- o. Return to Work. Upon returning to work at the end of leave, the employee will be placed in their original job or an equivalent job with equivalent pay and benefits. However, if the employee has allowed any part of their health insurance coverage to lapse, coverage will be reinstated based upon policy requirements. The employee will not lose any benefits that accrued before leave was taken.

18) Other General Policies.

- a. Personal Appearance. All employees are representatives of the District. Employees are expected to maintain a neat appearance and wear appropriate attire to create a business-like atmosphere and reflect a good image of the District and the employee.
- b. Professional Conduct. All employees are expected to conduct themselves in a professional, courteous, and respectful manner. Professional disagreements and personality conflicts should not escalate into unnecessary, antagonistic, aggressive, or argumentative behavior. The District views such actions as contrary to workplace harmony and should be avoided or addressed through the Formal Complaint Policy.

- c. Safety. Employees are expected to observe all applicable safety requirements and report immediately any unsafe or hazardous condition. Upon leaving work, the employee shall lock all doors protecting valuable or sensitive material in their work area and immediately report any lost or stolen keys, passes, or similar devices. Employees must refrain from discussing specifics regarding District security systems, alarms, passwords, etc. with those outside of the District. An employee shall immediately advise their supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the District. If an employee is injured on the job while working at the District, the employee must immediately report the incident. If an employee is injured on the job, the employee must immediately report the injury because job-related injuries may be covered by the District's workers compensation insurance carrier. If an employee is involved in a business-related automobile accident, the employee must immediately report the accident to the District.
- d. Smoking. The District provides a smoke-free work environment. No smoking is permitted in the District buildings or vehicles. Smoking is only permitted in designated areas outside of the District office and vehicles. This prohibition on smoking includes "vapes" and other forms of "e-cigarettes."
- e. Searches. All furniture, fixtures, equipment, lockers, and storage facilities of any type provided for employee use by the District are District property, and employees have no reasonable expectation of privacy connected to the use of District property. The District may conduct unannounced searches or inspections of the work site, including but not limited to District property used by employees such as lockers, file cabinets, desks and offices, computer and electronic files, whether secured, unsecured or secured by a lock provided by the employee. The District may also conduct searches or inspections of the employee's personal property located on District premises, including vehicles parked on District parking lots if there is a reasonable basis to conclude that the search is necessary.
- f. Office Telephone Use. The District phones are principally for work-related communications. Unless there is an emergency, limit telephone calls to business purposes only. Casual conversation with friends and relatives during working hours is strongly discouraged.
- g. Workplace Violence. The District strives to provide a safe and secure working environment for its employees. Violence of any type is absolutely prohibited and will not be tolerated by the District. All types of threatening behavior, threats or acts of violence, and physical intimidation are prohibited under this Manual. All such conduct should be reported immediately. An immediate investigation will be conducted, and appropriate action will be taken if there is a finding of violent conduct.
- h. Firearms.
 - i. Employees who hold a license to carry a firearm or who lawfully possess firearms may possess or store their firearms in their privately-owned motor vehicles in the District's parking areas so long as the firearm is locked in the employee's vehicle. Firearms so

stored should be secured in the privately-owned vehicle in a manner so that they are not observable to a person in the vicinity of the employee's vehicle.

- ii. Employees shall always adhere to generally accepted firearms safety guidelines when carrying, possessing, or storing firearms and, excepting possession or storage of firearms in privately owned vehicles, shall never leave firearms unattended.
 - iii. Employees may not store any firearms in any vehicles owned or leased by the District.
 - iv. Employees who hold a license to carry a firearm or who lawfully possess firearms may only use vehicles owned or leased by the District to transport firearms if the employee carries the firearm on their person or secures the firearm in such vehicle in a safe manner.
- i. District Property, Vehicles, and Equipment.

- i. All employees are required to observe safe work practices and lawful, careful, and courteous operation and use of the District's items of property, vehicles and equipment. Employees are responsible for items they are authorized to use or which are formally issued to them by the District, as well as for items otherwise in their possession or control or used by them in the performance of their duties. The improper, careless, negligent, destructive, or unsafe use or operation of items of property, vehicles, or equipment will likely result in disciplinary action, up to and including termination of employment. Employees will be held financially responsible for any loss of or damage to District items of property, vehicles, or equipment resulting from an employee's negligence, lack of care in securing the District's items of property, vehicles, or equipment, or deliberate act of destruction. Employees must notify their supervisors immediately if any items of property, vehicles, or equipment appears to be damaged or defective, or is in need of maintenance or repair. District items of property, vehicles, or equipment may not be used for personal business.
- ii. District vehicles are to be used for District business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited. The employee is responsible for all infractions or violations while driving a District vehicle. All restrictions, suspensions, or revocations against the employee's driver's license must be immediately reported by the employee. When a District vehicle cannot be operated, is unsafe for use, or has been damaged, the employee shall immediately report the issue.

j. Authorization for Use of Personal Vehicle; Licensure.

- i. If the employee uses their personal vehicle in the course and scope of employment, the employee shall not operate such vehicle while under the influence of Controlled Substances, alcohol, or any other substance that might impair judgment or ability to drive, and shall not use a cell phone or other handheld device without utilizing a hands-free device. State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If the employee uses their own vehicle as a part of

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their employment duties, the employee must place a copy of their driver's license and proof of insurance coverage (such as an insurance statement or card) into their personnel file.

- ii. All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The District may run a motor vehicle department check to determine the employee's driving record. It is the employee's responsibility to place a copy of their current driver's license and proof of insurance coverage (such as an insurance statement or card) into their personnel file. Any changes in the employee's driving record, including, but not limited to, driving infractions or changes to their insurance policy, must be reported to the District.
- k. Software. By using software licensed to, or proprietary to, the District, the employee assumes personal responsibility for their use and agrees to comply with the licenses (or other terms of use) governing such software. The employee shall only use such software in accordance with this Manual and city, state, and federal laws and regulations. The employee shall not illegally duplicate, copy, or transfer any software or related documentation. Unauthorized duplication of software may subject the employee and/or the District to both civil and criminal penalties under the United States Copyright Act and may result in disciplinary action up to and including termination of employment.
- l. No Solicitation. For purposes of this Manual, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization through verbal, written, or electronic means. The employee is prohibited from soliciting other employees during assigned working time. An employee may conduct solicitations during their lunch period, coffee breaks, or other authorized nonworking time, so long as the employee does so when the other employees are also on nonworking time. An employee may not distribute literature or other items that are not work-related in working areas at any time. Electronic distribution of such materials is prohibited during work time. Literature that violates the District's EEO and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. These restrictions are not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.
- m. Third Party Disclosures. Should the District become involved in news stories or potential or actual legal proceedings of any kind, then lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit. If such a contact is received, the employee should not speak to these third parties on behalf of the District unless expressly authorized to do; instead, the employee shall notify their supervisor.

ATTACHED:

Exhibit A:

Lost Pines Groundwater Conservation District
Annual Performance Evaluation Form

Exhibit B:
Lost Pines Groundwater Conservation District
General Manager Annual Performance Evaluation Form

LOST PINES GROUNDWATER CONSERVATION DISTRICT

ANNUAL PERFORMANCE EVALUATION

For Evaluation Period Ending _____

Jim Totten
Name

General Manager
Title

Overall Purpose of the Position. (Attach job description if necessary.)

Responsible for planning, organizing, scheduling, and directing all programs of the District necessary to carry out groundwater and related hydro-geologic management activities.

Key Responsibilities	Evaluation of Performance
Office Administration: oversight of District office operations, supervision of staff, maintaining records, preparing reports, daily correspondence, submitting forms of District to State, Federal agencies, prepare for District board meetings. 15%	Exceeds Meets Does not meet
Financial: Maintain the District's financial records, prepare and monitor District budget, work with auditors, provide regular financial reports to the board, assist with District investments. 10%	Exceeds Meets Does not meet
Science/technical: Oversee aquifer monitoring system, measure water levels, collect samples, determine GW withdrawal & discharge. Supervision of professional/technical staff in various hydro geologic investigations; monitoring & inventorying potential hazards such as abandoned wells, sink holes, development and other hazards. 30%	Exceeds Meets Does not meet

LOST PINES GROUNDWATER CONSERVATION DISTRICT

ANNUAL PERFORMANCE EVALUATION

Key Responsibilities	Evaluation of Performance (select one)
<p>Governmental liaison: Coordinate with various local, state, and federal agencies on agricultural, natural resource, conservation issues, including public and private officials and organizations. Serve as representative to GMA12, and TWDB Region K. 15%</p>	<p>Exceeds</p> <p>Meets</p> <p>Does not meet</p>
<p>Community outreach/education: Development of a public information program to schools, cities, organizations, publishing news articles, making presentations, etc. to publicize the work of the District & GW conservation. Coordinating with water well drillers and landowners to insure compliance with rules on well development, well spacing, GPS location. Working with farmers to achieve water efficiency. 10%</p>	<p>Exceeds</p> <p>Meets</p> <p>Does not meet</p>
<p>Board of Directors: Accept directives from board. Make recommendations on rules, regulations, legislation, water management plans and policies, including the balancing of the conservation and production of GW resources. Serve as a resource at regular, special & committee meetings. Provide guidance and perform other duties as needed for the board. 10%</p>	<p>Exceeds</p> <p>Meets</p> <p>Does not meet</p>
<p>Professional development: Participating in training sessions, conferences, seminars to continue to develop job skills, maintain awareness of current District issues to assure compliance with state requirements. Participate in local, regional, state or national water meetings, including making presentations at various conferences or meetings. 5%</p>	<p>Exceeds</p> <p>Meets</p> <p>Does not meet</p>
<p>Project management: Coordinate special projects with the current landlord, outside contractors and with possible recommendations from the board, such as new office renovations, monitoring well field development. 5%</p>	<p>Exceeds</p> <p>Meets</p> <p>Does not meet</p>

LOST PINES GROUNDWATER CONSERVATION DISTRICT

ANNUAL PERFORMANCE EVALUATION

Overall Performance
Evaluation

Guide for Evaluation:

- Performance **exceeds** expectations: Performance overall exceeds expectations.
- Performance **meets** expectations: Overall performance is good and solid.
- **Does not meet** expectations: Performance has not met key responsibilities.

In the space below, please provide a rating and summary of the employee's overall performance. In determining the overall rating, please consider the ratings in each key responsibility and, if applicable, the present time or weight of each key responsibility.

Please also note specific areas of performance where improvements can be made and describe the Performance Action Plan for addressing any performance deficiencies and the scheduled follow-up dates on the plan.

Overall Rating and Comments: (Attached additional sheets for comments if necessary.)

Evaluator Information

Name of Evaluator

Director

This performance evaluation was submitted on:

, 2023_____

Signature

LOST PINES GROUNDWATER CONSERVATION DISTRICT

ANNUAL PERFORMANCE EVALUATION

Management Review

In the space below, please enter any comments on this evaluation (optional). (Attach additional sheets for comments if necessary.)

Evaluator

Date

Signature

Employee Comments

In the space below, please enter any comments on this evaluation (optional). Your comments are part of the evaluation and will be included in your personnel file. (Attach additional sheets for comments if necessary.)

Comments provided on: (date)

Signature

LOST PINES GROUNDWATER CONSERVATION DISTRICT

General Manager Job Identification:

This position is responsible for planning, organizing, scheduling and directing all programs of the District necessary to carry out groundwater and related hydro-geologic management activities. These activities include, but are not limited to:

- Supervising District office and staff in operations, maintaining the District's records system, preparing reports, handling daily correspondence, submitting all forms having to do with the operation of the District to appropriate State and Federal agencies, prepare for District Board meetings.
- Maintaining the District's financial records, entering deposits and expenditures, preparing and monitoring the District's annual budget, working with auditors of financial records, providing regular financial reports to the Board, and assisting with investment of district funds.
- Oversee and maintain an aquifer monitoring system, measurement of water levels and collection and analysis of water quality samples, determination of groundwater withdrawal and recharge;
- Supervising and directing subordinate professional and technical personnel in executing various geologic activities and hydro geologic investigations;
- Supervising, monitoring and inventorying of potential hazards such as abandoned wells, sink holes, residential and commercial development, water well construction and other potential hazardous activities;
- Working closely with the staff of the TCEQ, TWDB, State Health Department, the Texas Legislature, City, County and Resource Conservation governmental bodies within the District, and Federal and State agricultural and resource conservation agencies, rural water authorities, and other elected and appointed public officials;
- Interfacing with a wide variety of public and private organizations, actively participating in appropriate local, regional, state, and national water meetings;
- Developing recommendations to the Board for guidelines on the protection of groundwater and assuring the enforcement of rules and regulations regarding protection of groundwater, including water management plans and policies;
- Working with outside contract consultants on special projects;
- Working with private water well drilling companies and landowners to insure compliance with all District rules regarding well development, including but not limited to, well spacing and GPS location;
- Working directly with area farmer irrigators to assist in providing water efficiency;
- Carrying out a public information program to schools, organizations, cities, and agencies working throughout the state and nation, publishing news articles, giving talks, preparing displays and demonstrations, and using other opportunities to publicize ground water conservation issues;

LOST PINES GROUNDWATER CONSERVATION DISTRICT

- Participating in training sessions and seminars to develop job skills, maintain current awareness of water district issues, and assure compliance with state requirements and policies; and
- Performing other duties as requested by the Board of Directors.

Requirements:

This position requires a Bachelor's degree, preferably in business, public administration, agriculture, engineering or a related field, or prior experience involving local government finance and administration, skilled in public relations; financial management skills including budget coordination and supervision of accounting with automated systems; strong oral, written and organizational skills; basic knowledge of chemistry and lab procedures; a working knowledge of computers; a valid driver's license; ability to work with tools and equipment; ability to exercise initiative, independent judgment and responsibility; and ability to work outdoors in varying kinds of weather. Benefits include; vehicle allowance, salary plus stipend for insurance and retirement funding.