



KENSINGTON FIRE PROTECTION DISTRICT

DATE: September 7, 2023
TO: Finance Committee
RE: District Policy Updates
SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

This item is provided for discussion, feedback, and potential staff direction.

Background

The District's Policy Manual was last fully reviewed and updated in May 2018 with several individual policy updates since that time. As staff is preparing to submit the District of Distinction application to the California Special Districts Association (CSDA), one of the checklist items is annual review of the agency's policies. Staff has planned to review the policy manual for potential updates, but there had not been available time/resources until now.

District policies are contained in the Policy Manual with three separate sections: Policy Handbook, Employee Handbook, and Operations Manual. The process for overall review and update of the Policy Manual would involve the following steps with others as warranted:

- identify "policies" versus staff "operating procedures" to recommend to the Board of Directors removal of those which are operational in nature such that they may require more frequent update to reflect processes/procedures and not truly qualify as a "policy";
- present the plan for update to the Board of Directors including the proposed organization/flow of policy manual;
- collect/review sample policies to utilize as templates in whole or in part;
- present draft updated policies with a financial component to the Finance Committee, incorporating feedback and/or direction; and
- present draft updated policies to, hold first reading, hold or waive second reading for adoption as determined by the Board of Directors.

Initially, staff has identified several policies which are not included in the Policy Manual which should be considered for addition: Purchasing, Employee Compensation and Benefits, and Paid Leaves (Sick, Vacation, etc.). With one employee in the past employment compensation, benefits, and leaves were included in the agreement which was then included in the Policy Manual.

Fiscal Impact

Any fiscal impact as a result of a potential policy revision if adopted by the Board of Directors would be incorporated into the Fiscal Year 2023-24 Final Budget as needed.

Attachments: District Policy Manual Tables of Contents (finance related policies highlighted)
 Moraga Orinda Purchasing Policy
 CSDA Sample Policies (included for reference)
 2135 Purchasing
 3415 Compensation
 3460 Sick Leave
 3490 Vacations

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

TABLE OF CONTENTS

<u>POLICY #</u>	<u>POLICY TITLE</u>	<u>PAGE #</u>
0000	Mission Statement	1
0005	Objectives	2
0010	Goals	2a
1000	Purpose of Board Policies	3
1010	Adoption/Amendment of Policies	4
1020	Standards of Conduct	5-6
1030	Basis of Authority	7
1040	Conflict of Interest	8-10
1050	Board Meetings	11-12
1060	Board Meeting Agenda	13
1070	Board Officers	14
1080	Board Meeting Conduct	15
1090	Members of the Board of Directors	16
1091	Attendance at Meetings	16a
1100	Board Actions and Decisions	17-18
1110	Minutes of Board Meetings	19-20
1120	Reimbursement	21
1130	Training, Education and Conferences	22-23
1131	Ethics Training23a	
1140	Committees of the Board of Directors	24-24a
1141	Association Memberships	24b
1150	Budget Preparation and Review	25
1160	Investment of District Funds	26-28
1170	Financial Reserves	29
1180	Legal Counsel & Auditor	30
1190	General Manager	31

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

TABLE OF CONTENTS

<u>POLICY #</u>	<u>POLICY TITLE</u>	<u>PAGE #</u>
100	Employee Status	1
110	Vehicle Cost Reimbursement	2
120	Educational Assistance	3
130	Pay Periods	4
131	Receipt of Gifts	4a
140	Performance Evaluation	5
141	Employee Records	5a
150	Drug and Alcohol Abuse	6
160	Use of Tobacco Products Within the District	7
170	Harassment	8-9
180	Affirmative Action	10
190	Disciplinary Action	11-12
191	Internet, Email and Electronic Communications	13-14
200	Job Description –District Manager	15-21

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

TABLE OF CONTENTS

<u>POLICY #</u>	<u>POLICY TITLE</u>	<u>PAGE #</u>
1	Operation Hours	1
2	District Fiscal Year Calendar	2-3
3	Manager's Job Description/MOU	4
3a	Worker's Compensation	4a
4	Contract Staff Education	5
5	Records Retention	6-7
6	Monthly Financial Reports	8-14
7	Expense Authorization	15-16
8	Checking Account	17
9	Fixed Asset Accounting Control	18
10	District Recognitions	19
11	Building Maintenance	20-25
12	Kensington Annex, City of El Cerrito Emergency Operations Plan, Insert to Contra Costa County Disaster Plan	26-36
13	Public Records Requests	37

ORDINANCE NO. 23-05**AN ORDINANCE OF THE MORAGA-ORINDA FIRE PROTECTION DISTRICT AMENDING THE PURCHASING AND CONTRACTING PROCEDURES AND AUTHORITIES**

The Board of Directors (the Board) of the Moraga-Orinda Fire Protection District (the "District") ordains as follows:

WHEREAS, the District adopted Ordinance Number 16-01 establishing a purchasing system for the purchase of supplies, equipment, public projects, and services.

WHEREAS, the District wishes to restate and amend the purchasing system for the purpose of setting forth efficient procedures for the purchase of supplies, equipment, public projects and services; to secure for the District those supplies, materials, equipment and services at the lowest possible cost or in the best interests of the District in an efficient manner without unnecessary delays; to exercise positive financial control over purchases; to clearly define the delegated authority for the purchasing and contracting functions; in compliance with the Fire Protection District Law (the "Act"), Government Code section 4526 and Public Contract Code section 20812(a) and (b); and to ensure the quality of the purchases and contracts for services accomplished by the District.

NOW THEREFORE BE IT RESOLVED, that the District restates and amends the purchasing system for the purpose of setting forth efficient procedures for the purchase of supplies, materials, equipment and services; to secure for the District those supplies, materials, equipment and services at the lowest possible cost or in the best interests of the District in an efficient manner without unnecessary delays; to exercise positive financial control over purchases; to clearly define the delegated authority for the purchasing and contracting functions; in compliance with the Act, Government Code section 4526 and Public Contract Code section 20812(a) and (b); and to ensure the quality of the purchases and contracts for services accomplished by the District.

1. DEFINITIONS**1.1 Purchasing and Contracting Authority**

Purchasing and Contracting Authority is the representative or representatives of the District, whether members of its staff, or its Board of Directors acting together, who, depending on the size and type of transaction at issue, are authorized to approve a particular purchasing transaction or award a contract after completion of the applicable selection process.

1.2 Lowest Responsible Bidder

The Lowest Responsible Bidder is a bidder that is deemed responsible by the District and has demanded the least compensation from the District. When determining whether a bidder is responsible, the District shall consider one or more of the following factors as appropriate:

- 1.2.1 The ability, capacity, and skill of the bidder;
- 1.2.2 Whether the bidder has the facilities to perform the contract promptly, or within the time specified, without delay or interference;
- 1.2.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 1.2.4 The bidder's record of performance of previous contracts;
- 1.2.5 Previous and existing compliance by the bidder with laws and policies relating to the contract;
- 1.2.6 The sufficiency of the financial resources and ability of the bidder to perform the contract;
- 1.2.7 The available insurance held by the bidder;
- 1.2.8 The quality and availability of the supplies, equipment, or services purchased, and the adaptability of the above to the particular use required;
- 1.2.9 The ability of the bidder to provide future maintenance and service for the supplies, equipment, or services purchased;
- 1.2.10 The number and scope of conditions attached to the bid;
- 1.2.11 Any referrals or comments regarding the bidder made by knowledgeable persons familiar with the bidder and/or the bidder's business, industry or finances.

1.3 Open Market Purchase Procedure

The Open Market Purchase Procedure does not involve any formal or informal solicitation and evaluation of competitive bids. The Purchasing and Contracting Authority shall use his or her judgment and experience in making the decision, and shall also consider the same criteria used to determine the Lowest Responsible Bidder.

1.4 Informal Bidding Procedure

The Informal Bidding Procedure is a cost-effective competitive process for canvassing the marketplace to identify vendors most likely to provide appropriate supplies or services at a reasonable price and in an efficient manner.

The Informal Bidding Procedure requires the Purchasing and Contracting Authority to solicit written, faxed, e-mailed or verbal price quotations from a minimum of three (3) vendors. The solicitation may be either written or verbal, as dictated by the circumstances and judgment of the Purchasing and Contracting Authority. The bid shall be awarded to the Lowest Responsible Bidder as defined above.

1.5 Formal Bidding Procedure

- 1.5.1 Preparation of Plans and Specifications.** For Public Projects, the District shall prepare plans and specifications providing adequate direction to enable any competent contractor or other builder to carry them out.
- 1.5.2 Notice.** Notice requesting sealed bids shall set a date for the opening of sealed bids. The first publication or posting of the notice shall be at least 10 days before the date of opening the sealed bids. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation in the District, or if there is none, it shall be posted in at least three public places in the District.
- 1.5.3 Posting Bonds.** The District Board may require in the public notice for bids that the bidder provide bidder's security, insurance, and/or the posting of those bonds it deems desirable as a condition to the filing of a bid or the letting of a contract. A surety bond insures the faithfulness of the bid and insures the performance of a contract. The intent is to protect the District from losses, damages, claims and liabilities in the event the vendor fails to execute a contract. For all Public Projects in excess of \$25,000, posting of a bond shall be required.
- 1.5.4 Time Stamping Bids.** Bids received shall be time-stamped by the District Clerk and deposited unopened in the bid file. Any bid received subsequent to the time of closing as stated on the request for bid shall be time-stamped and returned to the bidder.
- 1.5.5 Tendering Bids.** Bidders shall be entitled to the return of bid security, except that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award has been mailed, or a time agreed upon in writing by both the successful bidder and the District, unless the District is responsible for the delay. The Purchasing and Contracting Authority may, on refusal or failure of the successful bidder to execute the contract, award the contract to the next Lowest Responsible Bidder. The amount of the lowest bidder's forfeited security shall be applied by the District to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The successful bidder's check or bond will be held until submission of the performance bond.
- 1.5.6 Bid Opening.** In the case of construction contracts, and pursuant to the Public Contract Code, bidders shall submit sealed bids to the District and shall identify the bid as a sealed bid on the envelope. Sealed bids must be opened only at the time and place stated in the public notice. The Purchasing and Contracting Authority shall prepare a summation of all sealed bids received and shall make the summation available for public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening. The District shall not accept any bid unless it is in writing.

1.5.7 Award of Bid. If any bid is awarded, it shall be awarded to the Lowest Responsible Bidder using the criteria defined within this Ordinance.

1.5.8 Tie Bids. Pursuant to the Public Contract Code, if two or more bids are the same and the lowest, the Purchasing and Contracting Authority may accept the bid of any of the lowest responsible bidders.

1.5.9. Rejection of Bids. In its discretion, the District Board may reject the bids presented and readvertise.

1.6 Public Projects

Contracts for the construction or completion of any building, structure, or improvement

2 PURCHASES OF SUPPLIES AND EQUIPMENT

This section governs purchases of goods, materials, supplies, vehicles, machinery, furnishings and other tangible property.

2.1 For purchases of supplies and equipment under \$5,000, the Purchasing and Contracting Authority shall use the Open Market Purchase Procedure.

2.2 For purchases of supplies and equipment of between \$5,000 and \$100,000, the Purchasing and Contracting Authority shall use the Informal Bidding Procedure.

2.3 For purchases of supplies and equipment over \$100,000, the Purchasing and Contracting Authority shall use the Formal Bidding Procedure.

2.4 For purchases of gasoline or other automotive fuel, the Purchasing and Contracting Authority shall use the Informal Bidding Procedure. Informal bidding shall occur at least triennially.

2.5 Notwithstanding the above, purchases of any equipment for fire protection purposes shall conform to the standardization provisions of Health & Safety Code section 13025 and following (dealing with couplings and threaded fittings).

3 PUBLIC PROJECTS

Contracts for the construction or completion of any building, structure, or improvement must follow the procedures of this section.

3.1 When the expenditure required for a Public Project described above exceeds ten thousand dollars (\$10,000), the Purchasing and Contracting Authority shall follow the Formal Bidding Procedure.

In addition, the following provisions apply to contracts let for Public Projects.

3.1.1 Cost Records. Cost records of the public project work shall be kept in the manner provided in Chapter 1 (commencing with Section 4000) of Division 5 of Title 1 of the Government Code.

3.1.2 Contractor Requirements. Contracts authorized by the District shall be let only to a holder of a valid State Contractor's license unless such work is exempt from such licensing requirement by any other provision of law.

4 SERVICES

4.1 Special Services. Public Contract Code section 20182(a) provides that the District may contract for special services. The special services shall be limited to the fields of accounting, administration, ambulance, architecture, custodial, economics, engineering, finance, insurance, labor relations, law, maintenance, mechanics, medicine, planning, science, technology, and other services which are incidental to the operation of the District. The term "special services" includes, in accordance with Government Code section 4526, professional services of private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms.

4.2 In securing such special services, pursuant to Public Contract Code section 20812(b), the District shall follow the contracting and purchasing procedures which apply to the County of Contra Costa. The District shall, by resolution, adopt contracting and purchasing procedures for securing such special services that follow the contracting and purchasing procedures which apply to the County of Contra Costa. These procedures shall assure maximum participation of small business firms, as defined pursuant to Government Code section 14837.

4.2.1 The contracting and purchasing procedures for securing special services applicable to the County of Contra Costa, as established by Government Code sections 4526, 31000 and 53060, do not require that any contracts for special services be let to the lowest responsible bidder. Such special services shall be engaged, in accordance with the contracting and purchasing procedures established pursuant to Section 4.2 of this Ordinance, on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the District.

4.3 Core Services includes fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and any other emergency services for the protection of lives and property.

4.3.1 When the district board determines that it is in the public interest, the District may contract with any other public agency for Core Services. No formal competitive process is required. The District may not contract with private entities for the Core Services.

5 EXCEPTIONS TO THE BIDDING PROCESS

Purchases of supplies, equipment or services may be, but need not be, allowed pursuant to competitive proposals in the following circumstances:

- 5.1.1** In the case of an emergency, as defined in Public Contract Code section 1102, the District Board delegates authority to the Fire Chief up to \$100,000 to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. If the Fire Chief orders any such action, he or she shall report to the Board, at its next meeting as required under Public Contract Code section 22050, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. The District shall follow all other applicable procedures of Public Contract Code section 22050.
- 5.1.2** When the following types of personal property or services are being acquired, obtained, rented or leased: (i) advertising; (ii) books, recordings, films, subscriptions; (iii) election supplies; (iv) insurance; (v) public utility services; (vi) travel services; (vii) property or services provided by or through other governmental agencies; or obtainable from suppliers which have in force a current contract with another governmental agency for the same item or service; or (viii) property or services the price of which is fixed by law; or
- 5.1.3** The supplies, materials, services or equipment are produced only by one manufacturer or are available from only one source; or
- 5.1.4** When a purchase is made through a master agreement, multiple award schedule or cooperative agreement with any federal, state or local agency wherein the original agreement was properly awarded through the appropriate public bid process.

6 PURCHASING AUTHORITY LEVELS

The funding included in the annual budget approved by the Board of Directors for the purchase of supplies and equipment, services, and Public Projects shall constitute spending authority to the listed persons for such contracts up to the amounts listed below. The Board of Directors, when sitting as a convened Board, may serve as the Purchase and Contract Authority for any District purchases in any amount. All such purchases by any individual or the Board of Directors shall meet the requirements, if any, of the informal or formal bidding requirements prior to purchase and the contracting limits as specified below.

For purchases and contracts of \$100,000 or more, the District Board of Directors shall be the only Purchasing and Contracting Authority.

For all other types of purchases and contracts, each of the following persons shall be authorized to be a Purchasing and Contracting Authority:

Any amount less than \$100,000:	District Fire Chief
Any amount less than \$25,000:	Administrative Services Director
Any amount less than \$10,000:	Battalion Chief, Fire Marshal, Finance Manager, Human Resources Manager, Fuels Mitigation Manager, District Secretary/District Clerk, Project Coordinator and Emergency Preparedness Coordinator
Any amount less than \$500	Captain, Fire Inspector/Plans Examiner, Office Specialist
Any amount less than \$100	Any District Employee

7 PROHIBITED ACTS

In no event shall any Purchasing and Contracting Authority allow any unlawful activity including, but not limited to, rebates, kickbacks or other unlawful consideration in fulfilling the requirements of this Ordinance nor shall any individual participate in the selection process when he or she has a financial interest as defined in Government Code section 87100, et seq. with a person or business entity seeking a contract.

8 SUFFICIENT FUNDS REQUIRED

Nothing in this Ordinance shall be interpreted to allow any purchase or contract for which insufficient District funds have been appropriated.

9 USE OF DISTRICT FORM CONTRACTS

The District shall utilize a form contract provided by the District and approved by District Counsel ("Form Contract") to memorialize agreements for provision of any Services whenever the District is agreeing to pay \$500.00 or more. The District may utilize a Form Contract for expenditures of \$499.99 or less.

10 PROTEST PROCEDURE

After the award of any contract, any unsuccessful bidder may challenge the bid procedure by filing a written protest with the Purchasing and Contracting Authority. The protest must set forth the reasons for the challenge and must be filed within ten (10) days of the award of the contract, and must be accompanied by a bid protest deposit. The District bid protest deposit is \$1,500.

The bid protester will be charged actual hourly costs of staff time and attorney fees and any remaining deposit will be returned. The Board of Directors shall review the protest

and provide a written reply in an expeditious manner. The decision of the Board of Directors with respect to the protest shall be final. Failure to file a timely protest shall be deemed a waiver of any challenge to the selection procedure or the award of a contract. Notice of this procedure shall be included in any formal or informal District solicitation for the purchase of supplies, materials, equipment or the performance of services.

11 SPLITTING ORDERS

The splitting of orders to separate purchases, orders or contracts for services into smaller quantities or amounts for the purpose of avoiding the competitive bidding provisions or the Purchasing and Contracting Authority provisions of this Ordinance will not be allowed.

12 INSPECTION AND TESTING

The Purchasing and Contracting Authority shall have the power to inspect all supplies, materials and equipment delivered pursuant to any District purchase or any service provided by District contract to determine their conformance with the specifications for the involved supplies, materials, equipment or service. The Purchasing and Contracting Authority shall also have the power to require chemical and physical tests of samples submitted with bids and samples of deliveries, as necessary to determine their quality and conformance with specifications and applicable law.

13 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining provisions of this Ordinance. The Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, phrase or word of this Ordinance regardless of the unconstitutionality or invalidity of any other section, subsection, subdivision, paragraph, sentence, clause, phrase or word herein.

14. This Ordinance supersedes Ordinance 16-01.

15. EFFECTIVE DATE AND PUBLICATION OF ORDINANCE SUMMARY.

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The Administrative Secretary of the District shall cause a summary of the Ordinance to be posted in accordance with Section 25124 of the Government Code of the State of California.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2023 at the regular meeting of the Board of Directors held at 22 Orinda Way, Orinda, California 94563 on ____, on a motion made by, on a motion made by Director ____, seconded by Director ____, and duly carried with the following roll call vote:
District.

AYES:

NOES:

ABSENT:

ABSTAIN:

ORDINANCE NO: 23-05

ATTEST:

John Jex, President
Board of Directors

I certify that this is a full, true, and correct copy of the original document, which is on file in my office, was passed and adopted by the Moraga-Orinda Fire District on the date shown.

ATTEST:

Marcia Holbrook
District Secretary/District Clerk

APPROVED AS TO FORM:

Jonathan V. Holtzman
District Counsel



POLICY TITLE: Compensation
POLICY NUMBER: 3415

3415.1 This policy shall apply to all District employees.

3415.2 Compensation at Hiring.

3415.2.1 New Employees. All newly appointed employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as provided elsewhere herein.

3415.2.2 Advanced Step Hiring. If the General Manager [or PERSONNEL DIRECTOR, etc.] finds that qualified applicants cannot be successfully recruited at the first step of the wage range, he/she may request the Board of Directors to authorize an appointment at an advanced step of the wage range.

3415.2.3 Former Employees. A person who previously held a full-time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination, or the nearest lower applicable step for the range to which the person is appointed, provided such re-employment occurs within twelve (12) months from the date of said termination.

3415.3 Merit Advancement within Range.

3415.3.1 Performance Evaluation Required. The General Manager [or PERSONNEL DIRECTOR or other responsible managing employee] shall authorize a merit advancement within the salary range only after evaluating the employee's performance and determining that it is satisfactory. This determination shall be noted on a performance evaluation form to be placed in the employee's file, with a copy given to the employee.

3415.3.2 Period of Employment Required for Merit Advancement. Unless otherwise specified herein, each employee shall, in addition to receiving a satisfactory performance evaluation, complete the following required time of employment to be eligible to receive a merit increase:

3415.3.2.1 New Employees. A person hired as a new employee shall have a merit advancement date which is ___ [six, 12, etc.] months following the appointment date.

3415.3.2.2 Promotion or Demotion. An employee who is promoted or demoted shall have a new merit advancement date which shall be one year from the date of promotion or demotion.



3415.3.2.3 Voluntary Demotion. An employee who voluntarily demotes to a position at a lower salary range shall have no change in merit advancement date.

3415.3.2.4 Change-in-Range Allocation. If the salary range for an employee's position is changed, the employee's merit advancement date shall not change.

3415.3.2.5 Position Reclassification. An employee whose position is reclassified to a position having the same or lower salary range shall have no change in merit advancement date. An employee whose position is reclassified to a position having a higher salary range shall have a new merit advancement date which is one year following the effective date of the position reclassification.

3415.3.2.6 Non-Merit Step Adjustments. An employee whose salary step is adjusted to a higher step for reasons other than regular merit advancement shall have a new merit advancement date effective one year from the date of said adjustment.

3415.3.3 Effective Date. An employee's merit increase shall take place on the first day of the pay period in which his/her merit advancement date falls. The General Manager [or PERSONNEL DIRECTOR, etc.] may delay authorizing the merit advancement up to 90 days beyond the employee's merit advancement date without affecting the normal merit advancement date. In case of such a delay, the employee's merit advancement shall be effective the first day of the pay period following the General Manager's [or PERSONNEL DIRECTOR or other responsible managing employee] authorization. If authorization for merit advancement is delayed beyond 90 days from the employee's merit advancement date, the employee shall not be eligible for a merit increase until his/her next normal merit advancement date.

3415.4 Promotion. Employees promoted to a position with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate that the employee would otherwise be entitled to on the date the promotion is effective, whichever is greater, provided that an employee promoted to a salary range in excess of one range above his/her former range shall receive no less than one range increase [or 3%, 5%, etc.], at the same step, in rate.



POLICY TITLE: Sick Leave
POLICY NUMBER: 3460

3460.1 This policy shall apply to probationary and regular employees in all classifications.

3460.2 Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to [SPECIFY DEPARTMENT, POSITION, PERSON, etc.].

3460.3 Employees shall earn sick leave at the rate of one working day per month, cumulative to a maximum of 60 days. The determination of total accumulated sick leave days shall be made on January 2 of each year.

3460.4 Each employee may use accrued sick leave, up to half the time accrued per calendar year, as kin care leave, to care for sick immediate-family members. It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of kin care time. Family members covered include parents, children and spouses and are defined as follows:

3460.4.1 A "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his/her grandchild.

3460.4.2 A "parent" means a biological, foster or adoptive parent, a stepparent or legal guardian. Mothers-in-law, fathers-in-law and grandparents are also considered "parents for purposes of this division.

3460.4.3 The term "spouse" is not defined in the legislation mandating kin care, but presumably applies only to an individual to whom the employee is legally married.

3460.5 In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.

3460.6 If absence from duty by reason of illness occurs, satisfactory evidence may be required by the [PERSONNEL DIRECTOR or other responsible managing employee].



[OPTIONAL]

3460.7 Unused sick-leave time may be "bought back" by the District at a rate of one-half ($\frac{1}{2}$) day [specify whatever rate your district provides] for each whole day accrued. Said buy back shall be limited only to time over and above 30 days of accrued sick leave. No more than 12 days of accrued sick leave shall be bought back in any given calendar year unless employment is terminated for non-cause reasons, in which case all accrued sick leave over and above 30 days shall be bought back at said one-half ($\frac{1}{2}$) rate. Termination for cause shall result in loss of all accrued sick leave.



POLICY TITLE: Vacations
POLICY NUMBER: 3490

3490.1 This policy shall apply to regular and probationary employees in all classifications.

3490.2 Paid vacations shall be accrued according to the following schedule on an annual basis:

- a) During the first year of continuous work, (____) days;
- b) Two through five years of service, (____) days;
- c) Six through ten years of service, (____) days;
- d) After ten years of service, one additional day of paid vacation for each additional year of service to a maximum of 30 days.

3490.3 Employees who have completed six months in regular status may take their vacation time all at once, or gradually, with the prior written approval of their supervisor. No vacation may be taken until the employee has completed at least six months in regular employee status unless approved by the General Manager in writing.

3490.4 Vacation time may be accumulated or postponed. The total accumulated vacation time shall not exceed that amount earned annually by the employee. Only one week of accumulated vacation may be used in addition to regular vacation time during any given year.

3490.5 At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

3490.6 The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used.

3490.7 If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

3490.8 Vacations may be scheduled at any time during the year upon written approval of the [PERSONNEL DIRECTOR or other responsible managing employee].

3490.9 Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted except in situations of hardship or cumulation in excess of (____) hours. Said pay off shall be submitted for written approval by the General Manager.



POLICY TITLE: Purchasing
POLICY NUMBER: 2135

2135.1 To purchase small items — such as office supplies, auto parts, and other miscellaneous items costing less than \$500 — vendors will be asked to submit pricing information by telephone or written quotation. District accounts are then awarded to those firms that provide the best prices, discounts, etc. Acquisitions are processed on purchase order forms that list instructions to vendors.

2135.2 To purchase items costing more than \$500 and up to \$25,000, quotations will be solicited from vendors and received by telephone or written quotation, preferably from two or more sources, before selecting a supplier and processing a purchase order. The General Manager and [position title] must approve purchase orders.

2135.3 For items over \$25,000 or orders of large quantities, the District will provide suppliers with a list of items to be purchased. Suppliers will provide written quotes for consideration and recommendation to the Board of Directors for award of contract. Items on the list will be purchased from the supplier quoting the lowest prices and having an acceptable delivery date.

2135.4 Vehicles will be purchased through the State's Vehicle Procurement Program, unless they can be acquired at the same cost or less expensively from local sources by competitive quotation bids in accordance with section 2135.2.

2135.5 This policy covers the purchase of goods, not services and not public works construction services. Those matters are addressed in other policies of the District: [identify the policies.]