



## Yolo County Transportation District Board of Directors

### AGENDA

**DIRECTORS:** Don Saylor (Chair, Yolo County), Tom Stallard (Vice-Chair, Woodland), Lucas Frerichs (Davis), Chris Ledesma (West Sacramento), Jesse Loren (Winters), Matt Dulcich (UCD, ex-officio), Alex Padilla (Caltrans, ex-officio)

**ZOOM WEBINAR WEB ADDRESS:** <https://zoom.us/j/94926173219>

**ZOOM WEBINAR PHONE NUMBER:** (669) 900-6833

**ZOOM WEBINAR ID:** 949 2617 3219

All participants will be entered into the webinar as attendees.

**MEETING DATE:** Monday, December 13, 2021

**MEETING TIME:** 7:00 PM

Pursuant to the Government Code section 54956(1), members of the Yolo County Transportation District Board of Directors and staff will participate in this Meeting via teleconference. This Executive Order authorizes local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public.

**Further instructions on how to electronically participate and submit your public comments can be found in the Public Participation Instructions note at the end of this agenda.**

To submit a comment in writing, please email to [ksouza@yctd.org](mailto:ksouza@yctd.org) and write "For Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item (if applicable) with your comments. All comments received by 4:00 PM on Monday, December 13, 2021 will be provided to the YCTD Board of Directors in advance and comments submitted during the meeting shall be made part of the record of the meeting.

<u>Estimated Time</u>			<u>Info/ Discussion</u>	<u>Deliberation/ Action</u>
		<b><u>The Chairman reserves the right to limit speakers to a reasonable length of time on any agenda item, depending upon the number of people wishing to speak and the time available.</u></b>		
7:00 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		<b>X</b>
7:00	2.	Consider Approval of Agenda December 13, 2021 meeting		<b>X</b>
7:15	3.	Comments from public regarding matters NOT on the Agenda, but within the purview of YCTD. Please note, the Board is prohibited from discussing items not on the agenda at this time.	<b>X</b>	
7:15	4.	<b>Closed Session:</b> Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(4) Initiation of litigation: 1 case	<b>X</b>	
7:45		<b>Reconvene Open Session</b>		

### CONSENT CALENDAR

7:45	5a.	Approve YCTD Board Minutes for Regular Meeting of November 8, 2021. (Souza) (pp 1-4)		<b>X</b>
7:45	5b.	Approve Schedule of YCTD Meeting Dates for 2022 (Souza) (p 5)		<b>X</b>
7:45	5c.	Consider and Authorize Schedule of YCTD Holiday Dates for 2022 (Souza) (p 7)		<b>X</b>
7:45	5d.	Renew Authorization for Remote Meetings (Souza) (pp 9-11)		<b>X</b>

7:45	5e.	Update YCTD Personnel Rules and Regulations and Adopt Resolution No. R 20201-10 ( <i>Bernstein</i> ) (pp 13-71)		X
7:45	5f	Contract with Regional Government Services for Interim Financial Management Services ( <i>Bernstein</i> ) (pp 73-90)		X
7:45	5g	Contract with Sloan Sakai LLC for Specialized Legal Services ( <i>Bernstein</i> ) (pp 91-97)		X
7:45	5h	Adopt Resolution Relative to Health Benefit Changes ( <i>Souza</i> ) (pp 99-101)		X
7:45	5i	Update to YCTD Salary Ranges and Compensation Packages (A. <i>Bernstein</i> ) (pp 103-107)		X
7:45	5j	New and Updated Position Descriptions • Senior Planner for Multimodal Projects (new) • Senior Finance and HR Associate (new) • Executive Assistant and Clerk of the Board (updated) ( <i>Bernstein</i> ) (pp 109-116)		X
7:45	5k	Authorize Executive Director to Amend Agreement 2020-05 for YCTD Website Redesign Services ( <i>Mikula</i> ) (pp 117-121)		X
7:45	5l.	Update West America Bank Signatories ( <i>Souza</i> ) (p 123)		X

### **REGULAR CALENDAR**

7:50	6.	Board Member Reports, Announcements, Other Nominations, Presentations • <i>Ad Hoc Committee on 80 Managed Lanes – Chris Ledesma</i> • <i>Woodland Microtransit RFI Responses – Tom Stallard</i>		X
8:00	7.	Oral Update by Transdev General Manager	X	
8:05	8.	Goals for 80 Managed Lanes ( <i>Bernstein</i> ) (pp 125-126)		X
8:25	9.	Executive Director's Report ( <i>Bernstein</i> ) (pp 127-130) a. Federal Infrastructure Bill b. Unmet Transit Needs c. Update on YCTD Staffing and Recruitment d. Ridership Report e. Other items		X
8:30	10.	Adjournment		X

***UNLESS CHANGED BY THE YCTD BOARD, THE NEXT MEETING OF THE YOLO COUNTY TRANSPORTATION DISTRICT BOARD OF DIRECTORS WILL BE JANUARY 10, 2022 AT 7:00 PM IN THE YCTD BOARD ROOM, 350 INDUSTRIAL WAY, WOODLAND, CA 95776 OR BY ZOOM IF RECOMMENDED FOR THE SAFETY OF THOSE INVOLVED.***

**The Board reserves the right to take action on all agendized items, including items under the Executive Director's Report, at any time during the meeting, except for timed public hearings.** Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YCTD Board.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, December 10, 2021 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were FAXED or transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.



Kathy Souza, YCTD Clerk to the Board

### **Public Participation Instructions**

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID-19 virus, please do the following:

1. You are encouraged to participate in the December 13, 2021 YCTD Board of Directors meeting remotely via the Zoom platform using the following meeting details:
  - a. Via PC: <https://zoom.us/j/94926173219>  
Webinar ID: 949 2617 3219  
**All participants will be entered into the webinar as attendees.**
  - b. Via Phone: Phone Number: (669) 900-6833  
Webinar ID: 949 2617 3219  
**All participants will be entered into the webinar as attendees.**
2. If you are joining the webinar via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press \*9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment. Speakers will be limited to 2:00 minutes.
3. If you choose not to observe the YCTD Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 4:00 p.m. on Monday, December 13, 2021 to Kathy Souza, Clerk of the Board, at [ksouza@yctd.org](mailto:ksouza@yctd.org) or by phone at 530-402-2819 noting in the subject line: For Public Comment. Your comment will be placed into the record at the Board meeting.

# Yolo County Transportation District Board:

## *Vision, Values and Priorities*

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### Vision Statement

The **vision statement** tells us what we intend to become or achieve in the next 3 to 5 years.

Yolo County residents enjoy innovative and efficient mobility options connecting them to places they want to go.

### Values

A **core value** describes our individual and organizational behaviors and helps us to live out our vision.

- Collaboration
- Efficiency
- Transparency
- Innovation
- Service
- Safety
- Economic Sustainability
- Environmental Stewardship
- Equity/Social Justice

### District-Wide Priorities

**Priorities** align our vision and values with our implementation strategies.

- Effective and sustainable business model.
- Efficient, seamless, and easy to use transit system.
- Strong regional mobility partnerships enhance District services.
- Decision making that is data driven decision making and transparent.
- Environmentally sustainable operations.
- Leverage state of the art technology.

**YOLO COUNTY TRANSPORTATION DISTRICT  
BOARD OF DIRECTORS MEETING  
November 8, 2021  
Yolo County Transportation District (via videoconference)  
350 Industrial Way, Woodland, CA 95776**

**Agenda Item 1 – Call to Order/Roll Call/Pledge of Allegiance**

Chair Saylor called the meeting to order at 7:00 pm and requested roll call to confirm a quorum was in attendance through Zoom remote participation. The following individuals were in attendance:

Davis – Lucas Frerichs (Primary)

Winters - Jesse Loren (Primary)

West Sacramento – Chris Ledesma (Primary)

Woodland – Tom Stallard (Primary)

Yolo County – Don Saylor (Primary)

UC Davis – Matt Dulcich (Primary)

Caltrans – Alex Padilla (Primary) *joined the meeting at 7:03 pm*

Staff present were Autumn Bernstein, YCTD Executive Director; Jose Perez, YCTD Deputy Director Operations, Planning & Special Projects; Janice Bryan, YCTD Deputy Director Finance, Grants, and Procurement; Kristen Mazur, YCTD Senior Planner; Hope Welton, YCTD Legal Counsel; Abigail Lloyd, Ryan Altschuh, YCTD Interns and Kathy Souza, YCTD Executive Assistant/Clerk to the Board.

Also, in attendance via Zoom were Mike Klein, Kyle Eggen, Transdev; Dispatch, Garza, Sam Kennedy, 530-351-8685 and 530-845-4500.

Chair Saylor explained the meeting participation instructions.

**Agenda Item 2 – Consider Approval of Agenda for November 8, 2021**

**Minute Order 2021-40**

Director Stallard made the motion, seconded by Director Loren, to approve the agenda for the November 8, 2021, meeting. Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor, Stallard

NOES: None

ABSENT: None

ABSTAIN: None

The motion passed.

**Agenda Item 3 – Comments from public regarding matters NOT on the Agenda, but within the purview of YCTD**

None

#### **Agenda Item 4 – Consent Calendar**

##### **Minute Order 2021-41**

Director Frerichs made the motion, seconded by Director Ledesma, to approve the following items on the Consent Calendar.

- 4a. Approve YCTD Board Minutes for Regular Meeting of October 11, 2021.
- 4b. Consider authorization of continued remote meetings
- 4c. Approve Revised First Amendment to Executive Director Agreement
- 4d. Adopt YCTD 2021 Public Transportation Agency Safety Plan and Resolution R 2021-08
- 4e. Declare Buses 740 and 747 (2008 Orion VII buses) as Surplus Property and Authorize Disposal.

Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor, Stallard

NOES: None

ABSENT: None

ABSTAIN: None

The motion passed.

#### **Agenda Item 5 – Board Members Reports, Announcements, Other Nominations, Presentations**

Director Loren reported she and Chair Saylor had participated in the virtual Cap-to-Cap legislative session.

#### **Agenda Item 6 – Approve Contract Amendment with Transdev to Increase Wages**

Ms. Bernstein presented the staff report.

Chair Saylor asked if there was the expectation that this would help with both hiring and employee retention and asked for an explanation of the penalties involved. Ms. Bernstein and Mr. Klein both stated that this would help with retention but were uncertain how much impact it would have on attracting new employees. Mr. Klein said that operators had provided positive feedback at an employee barbecue the previous week. Ms. Bernstein reviewed the penalty sections of the amendment.

Director Stallard asked how the increases would be funded after the pandemic funding ran out. Ms. Bernstein replied that staff was continuing to review the matter and that one obvious source of funds would be for the District to retain more of the LTF funding at that time. Director Stallard asked that a 5-year funding plan be included with future budget proposals.

Director Loren asked if the signing bonus was still needed with the increases. Mr. Klein responded that, to remain competitive with other agencies, the bonuses were still necessary.

Director Ledesma asked that staff continue to keep staff in the jurisdictions informed of changes.

Director Dulcich asked if Transdev would be able to reach out to drivers who had resigned and offer not only the new wage scale but returning with former seniority. Mr. Klein responded that they were in discussions with the union about the implications of the new amendment.

##### **Minute Order 2021-42**

Director Ledesma made the motion, seconded by Director Frerichs, to approve an amendment to the contract with Transdev to increase wages for Yolobus drivers and other staff with YCTD staff providing regular updates to the board of directors.

Item 5a

Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor, Stallard  
NOES: None  
ABSENT: None  
ABSTAIN: None

The motion passed.

**Agenda Item 7 – Establish an I-80 Managed Lanes Subcommittee**

Ms. Bernstein presented the staff report.

Discussion followed regarding the advisability of having 3 voting members of the board appointed to the subcommittee about potential Brown Act implications. Director Frerichs suggested that Director Dulcich be appointed as the alternate committee members. Director Dulcich stated he would be willing to serve on the subcommittee.

**Minute Order 2021-43**

Director Saylor made the motion, seconded by Director Stallard, to establish an Interstate 80 Managed Lanes Subcommittee, comprised of Chair Saylor, Director Ledesma and Director Dulcich, to represent the YCTD Board in project development discussions with our partners at Caltrans, SACOG, FHWA and other interested parties, develop recommendations for Board consideration, and provide day-to-day direction to staff to implement the Board's vision. Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor, Stallard  
NOES: None  
ABSENT: None  
ABSTAIN: None

The motion passed.

**Agenda Item 8 – Priorities for Retaining and Reinstating Service in Response to Future Staffing Levels**

Mr. Perez presented the staff report.

The directors complimented staff on their consideration based on nebulous concepts since the potential changes to staffing levels were unknown.

**Agenda Item 9– Consider and Approve Continuation of Youth Ride Free Program**

Mr. Perez presented the staff report.

**Minute Order 2021-44**

Director Stallard made the motion, seconded by Director Loren, to approve the continuation of the current Youth Ride Free Program for an additional six (6) months through the fiscal year ending on June 30, 2022. Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor, Stallard  
NOES: None  
ABSENT: None  
ABSTAIN: None

The motion passed.

**Agenda Item 10 – Consider Director’s Report**

- a. Unmet Transit Needs – Ms. Bernstein reported on staff’s efforts to elicit comments from passengers.
- b. Woodland Microtransit
- c. Hiring Update – Ms. Bernstein reported that staff was evaluating applications received for the three positions currently being recruited.
- d. Ridership Reports
  - i. Yolobus Fixed Route
  - ii. Yolobus Special Paratransit

**Agenda Item 11 - Adjournment**

There being no further regular business, Chair Saylor adjourned the regular meeting at 8:15 pm

Respectfully submitted:

\_\_\_\_\_, Clerk to the Board



**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**  
350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Approve Schedule of YCTD Meeting Dates for 2022	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5b</b> <b>Deliberation/*Action</b>
		<b>Attachments:</b> Yes <input checked="" type="radio"/> No
<b>Prepared By: K. Souza</b>		<b>Meeting Date: December 13, 2021</b>

**RECOMMENDATION:**

It is recommended that the YCTD Board approve the following meeting dates for its meetings in the 2022 calendar year.

**REASON FOR RECOMMENDATION:**

**2022 YCTD Meeting Dates** –Unless there are changes or cancellations, the meeting dates for 2022 will be:

January 10	April 11	July 11	October 10
February 14	May 9	August 8	November 14
March 14	June 13	September 12	December 12

Unless otherwise determined by the YCTD Board, Chair, Vice-Chair, or Executive Director, all YCTD board meetings will be at the Yolo County Transportation District, 350 Industrial Way, Woodland, CA 95776 or via Zoom if recommended for the safety of those involved.

**BUDGET IMPACT:**

None

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Consider and Authorize Schedule of YCTD Holiday Dates for 2022	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5c</b> <b>Deliberation/*Action</b>
		<b>Attachments:</b> Yes <input checked="" type="radio"/> No
<b>Prepared By: K. Souza</b>		<b>Meeting Date: December 13, 2021</b>

**RECOMMENDATION:**

It is recommended that the YCTD Board approve the following holiday closures for 2022.

**REASON FOR RECOMMENDATION:**

**2022 YCTD Holidays** –The holidays for YCTD staff for 2022 will be:

New Year's Day – December 31 observed;  
Martin Luther King, Jr. Day – January 17;  
President's Day - February 21;  
Cesar Chavez Day – March 31;  
Memorial Day - May 30;  
Juneteenth National Independence Day – June 20  
Independence Day - July 4  
Labor Day – September 5;  
Veterans Day - November 11;  
Thanksgiving Day - November 24;  
Day after Thanksgiving – November 25;  
Christmas Day – December 26 observed;

The District office will be closed on each of these days.

**BUDGET IMPACT:**

None

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

<b>Topic:</b> Renew Authorization for Remote Meetings	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5d</b>
		<b>Deliberation/*Action</b>
		<b>Attachments:</b> <u>Yes</u> No
<b>Prepared By: K. Souza</b>		<b>Meeting Date: December 13, 2021</b>

**RECOMMENDATION:**

It is recommended that the Yolo County Transportation District (YCTD) Board of Directors authorize remote meetings by finding, pursuant to Assembly Bill 361, that local officials continue to recommend measures to promote social distancing as a result of the COVID-19 pandemic.

**REASON FOR RECOMMENDATION:**

In light of the ongoing public health emergency related to COVID-19 and high rates of community transmission of the COVID-19 virus, the Yolo County Health Officer has released the attached recommendation to continue remote meetings.

**BACKGROUND:**

On March 4, 2020 the Governor declared a State of Emergency in California due to the impacts of the novel corona virus (COVID-19). As part of the State of Emergency the Governor issued a variety of Executive Orders, specifically N-25-20, N-29-20, and N-35-20, allowing local and state agencies to hold public meetings using remote means without complying with certain specified provisions of the Ralph M. Brown Act, Government Code §§54950-54963.

The state legislature recently enacted AB 361, which amended the Brown Act, to add simplified procedures that make it easier to hold remote meetings during a state of emergency and when state or local officials impose or recommend measures to promote social distancing. *See* Gov. Code § 54953(e). These new rules supersede and replace similar rules in the Governor's Executive Order No. N-29-20, which many local boards, commissions, and committees like YCTD have relied on to hold remote meetings since the onset of the COVID-19 pandemic.

Making the necessary findings under AB 361 will allow the Board of Directors to conduct its meetings in the same manner as it has been conducting meetings throughout the pandemic. Once the Board has its initial meeting under AB 361, it must make certain findings every thirty (30) days to continue meeting remotely using the simplified rules.

Therefore, the Board of Directors for the Yolo-County Transportation District finds that:

1. The Governor has declared a state of emergency related to the COVID-19 Pandemic and that this state of emergency remains in effect; and
2. State or local officials continue to impose or recommend measures to promote social distancing. Please see the attached memo from the Yolo County Health Officer with her Recommendations for Remote Public Meetings.

**BUDGET IMPACT:**

None.



# COUNTY OF YOLO

## Health and Human Services Agency

**Karen Larsen, LMFT**  
Director

**Aimee Sisson, MD, MPH**  
Health Officer

MAILING ADDRESS  
137 N. Cottonwood Street • Woodland, CA 95695  
[www.yolocounty.org](http://www.yolocounty.org)

Date: October 20, 2021

To: All Yolo County Boards and Commissions

From: Dr. Aimee Sisson, Health Officer

Subject: Remote Public Meetings

On September 22, I issued a memo recommending remote meetings. While the case rate in Yolo County has declined over the last month, the current case rate represents substantial community transmission. In the context of substantial community transmission, I continue to recommend meetings be held remotely whenever possible. I am re-issuing that memo with updated COVID-19 case rate data.

In light of the ongoing public health emergency related to COVID-19 and the substantial level of community transmission of the virus that causes COVID-19, the Yolo County Public Health Officer recommends that public bodies continue to meet remotely to the extent possible. Board and Commissions can utilize the provisions of newly enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, the grounds for the remote meeting recommendation include:

- The continued threat of COVID-19 to the community. As of October 20, 2021, the current case rate is 11.8 cases per 100,000 residents per day. This case rate is considered "Substantial" under the Centers for Disease Control and Prevention's (CDC) framework for assessing community COVID-19 transmission; and
- The unique characteristics of public governmental meetings, including the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges of ensuring compliance with safety requirements and recommendations at such meetings.

Meetings that cannot feasibly be held virtually should be held outdoors when possible, or indoors only in small groups with face coverings, maximal physical distance between participants, use of a portable HEPA filter (unless comparable filtration is provided through facility HVAC systems), and shortened meeting times.

This recommendation is based upon current conditions and available protective measures. The Public Health Officer will continue to evaluate this recommendation on

**Davis**  
600 A Street  
Davis, CA 95616  
Mental Health (530) 757-5530

**West Sacramento**  
500 Jefferson Boulevard  
West Sacramento, CA 95605  
Service Center (916) 375-6200  
Mental Health (916) 375-6350  
Public Health (916) 375-6380

**Winters**  
111 East Grant Avenue  
Winters, CA 95694  
Service Center (530) 406-4444

**Woodland**  
25 & 137 N. Cottonwood Street  
Woodland, CA 95695  
Service Center (530) 661-2750  
Mental Health (530) 666-8630  
Public Health (530) 666-8645

an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Update YCTD Personnel Rules and Regulations and Adopt Resolution No. R 2021-10	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<div>5e</div> <div>Deliberation/*Action</div>
		<b>Attachments:</b> <div>Yes</div> No
<b>Prepared By: A. Bernstein</b>		<b>Meeting Date: December 13, 2021</b>

**RECOMMENDATION:**

Staff recommends that the YCTD Board approve updated personnel rules and regulations to modernize the policies and comply with state and federal law and adopt Resolution No. R 2021-10.

**REASON FOR RECOMMENDATION:**

The current YCTD Personnel Policies have not been updated since 1990. Since that time, there has been significant shift in state and federal employment laws, guidelines and best practices as well as expectations about what constitutes an inclusive, respectful and fair workplace. Furthermore, in some instances YCTD's daily operating practices had drifted away from our adopted policies.

YCTD staff worked with Hope Welton and Ron Martinez at the Yolo County Counsel's office to draft the attached update. We used as a template Yolo County's Personnel Rules and Regulations, which were last updated in 2020. These were then modified to reflect the significant differences between YCTD and Yolo County – most notably, all YCTD employees are unrepresented and serve at-will.

Some of the major changes in these guidelines include:

- Establishes a two-part salary increase policy that includes a) merit-based salary increases of up to 5% annually based on annual performance appraisals and b) annual cost of living adjustment based on the Consumer Price Index (CPI) at the discretion of the Board of Directors. This policy replaces the prior official policy of salary 'steps' – which has not been actually used for some time -- and the informal practice of granting all employees an automatic 3% annual salary increase regardless of merit.
- Eliminates cafeteria plans, benefits packages and car allowances as benefits offered to YCTD Executive Director and Deputy Directors.
- Reduces Administrative Leave for the Executive Director and Deputy Directors from 80 hours per year to 40 hours per year.
- Establishes Juneteenth National Independence Day and Cesar Chavez Day as YCTD holidays.
- Establishes an Equal Employment Opportunity Policy, which will be brought to the Board for approval at its January 2022 meeting.
- Establishes a telecommuting/remote work policy.

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**BUDGET IMPACT:**

None.

**RESOLUTION NO. R 2021-10\_**

**RESOLUTION AUTHORIZING THE ADOPTION OF PERSONNEL RULES AND REGULATIONS**

**WHEREAS**, the Yolo District Transportation District (District) desires a comprehensive set of general guidelines and policies governing all personnel matters for District employees, including employee conduct, workplace conditions, disciplinary procedures, policies that implement State and Federal employment laws and other aspects of public employment and District service; and

**WHEREAS**, to that end, the District drafted Personnel Rules and Regulations, attached to this Resolution as Exhibit A, and incorporated herein by this reference; and

**WHEREAS**, the purpose of these Personnel Rules and Regulations shall be to define and set forth in detail the obligations, rights, privileges, benefits and requirements which are placed upon all employees of the District and to ensure similar treatment of all applicants and employees; and

**WHEREAS**, the Personnel Rules and Regulations are not intended to be a contract, expressed or implied, or any type of promise or guarantee of employment of any specific duration of time; and

**WHEREAS**, the Personnel Rules and Regulations shall be effective immediately upon adoption by the Board of Directors for the Yolo District Transportation District.

**NOW, THEREFORE, BE IT RESOLVED** Yolo District Transportation District as follows:

1. The Personnel Rules and Regulations attached hereto are adopted as the Yolo District Transportation District's personnel policies and shall be applicable to all employees, including appointed and elected officials, unless preempted by State law or Federal law.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo District Transportation District, District of Yolo, State of California, this 13th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Don Saylor, Chair  
Board of Directors

**ATTEST:**

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Kathy Souza, Clerk  
Board of Directors

**Approved as to Form:**

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Hope P. Welton, District Counsel

# Yolo County Transportation District Personnel Rules and Regulations

Updated December 13, 2021

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# **CHAPTER 1. GENERAL**

## **Purpose**

The purpose of these rules and regulations shall be to define and set forth in detail the obligations, rights, privileges, benefits, and requirements which are placed upon all employees in the service of the Yolo County Transportation District (District) and to ensure similar treatment for all applicants and employees.

## **Personnel Rules and Regulations: Adoption**

The Board of Directors shall adopt or amend the Personnel Rules and Regulations for the governance of the human resources system.

## **Personnel Rules and Regulations: Authority**

The Personnel Rules and Regulations are intended to comply with all applicable state and federal laws. If a policy or procedure fails, through change in law, to comply with the applicable state and/or federal law, the applicable law shall apply.

## **Personnel Rules and Regulations: Amendments**

The Executive Director, in the interest of good and efficient business practices and to comply with changes in law or statute, shall be responsible for periodic review of the Personnel Rules and Regulations and for developing and submitting to the Board of Directors recommendations for revisions, amendments, or deletions of policies and procedures as warranted.

Employees are encouraged to submit to the Executive Director written suggestions for revisions or amendments to the Personnel Rules and Regulations.

## **Human Resources System**

The employment practices of the District shall be based upon principles that provide for fairness and equity and that facilitate the efficient and economical delivery of services to the public.

## **Executive Director: Authority**

The Executive Director shall be responsible for the administration of the human resources system. The position and authorities of the Executive Director may be incorporated into another position by order of the Executive Director.

## **Executive Director: Duties**

The Executive Director shall establish the methods and procedures necessary for the proper functioning of the human resources system. The Executive Director shall propose, promulgate, and administer personnel rules and regulations for the governance of the human resources system, shall ensure that they address the terms and conditions of employment and remain consistent with applicable state and federal employment laws and statutes, and shall maintain such records as are necessary for the effective administration of the human resources system.

The Executive Director shall provide such personnel services and assistance to employees as will contribute to the efficient conduct of the District's business. Such assistance shall include conducting personnel investigations, acting as a neutral, third-party hearing officer or mediator, and mentoring.

## **Governance**

In accepting employment with the District, each employee agrees to be governed by and to comply with these Personnel Rules and Regulations.

## **Forms**

Where a form is specifically noted, the current version of that form, printed or electronic, shall be assumed to be in force.

**Severability**

If any chapter, section, sentence, clause or phrase of these rules and regulations is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portion of these rules and regulations.

## CHAPTER 2. DEFINITION OF TERMS

For the purposes of the Personnel Rules and Regulations, unless otherwise apparent from the common meaning within the context of the usage of the word, the following definitions for certain words and phrases shall be as follows:

**Administratively Directed Leave** shall be a forced paid leave directed by the Executive Director in circumstances where having the employee at the workplace would be unduly disruptive, would impede an investigation, or would subject the employee and/or others at the worksite to the potential for harm.

**Executive Director** shall be the person designated to make or revoke an appointment to any position for the District.

**At-Will** shall mean an employment relationship of indefinite duration that can be terminated by either the employer or the employee at any time with or without cause.

**Authorized Position Resolution** shall mean a staffing structure adopted by the Board of Directors setting forth the number of positions authorized in classifications for the District.

**Classification (Class)** shall mean the title assigned to a position of employment that has been delineated by assigned duties, authority, responsibility, and work environment.

**Classification Series (Class Series)** shall mean the grouping of similar classifications from the lowest to the highest level of supervision where there is a natural progression between the classifications because of the inclusion of the lowest classification in the qualifications for the highest classification.

**Continuous Employment/Service** shall mean the period of employment beginning with the most recent date of hire into a regular District position during which time the employee has been employed without a break or interruption. Military leaves, authorized leaves of absence (whether with or without pay), and furloughs shall not be construed as breaks in employment/service. An employee who separates employment and is subsequently rehired shall begin a new period of continuous employment/service.

**Days** shall mean calendar days unless otherwise stated.

**Demotion** shall mean a voluntary or involuntary change of employment in a given classification to employment in a different classification with a lower salary range.

**Extra Help** shall mean employment in an approved classification intended to be less than year-round to cover seasonal peak workloads, emergency or other work loads of limited duration, necessary vacation and sick leave relief, and other situations involving fluctuating staffing. Extra Help shall apply both to the employment and to the person. Extra Help employees shall not be eligible for holidays, vacations, dental, vision or other benefits except as required by law. Extra Help employees may be used where no authorized position exists, but where funding exists to cover the cost.

Employees hired as Extra Help can serve continuously or intermittently so long as needed to cover workload, but in no case may the employee work one thousand (1,000) hours or more in a fiscal year or one thousand four hundred (1,400) hours in a calendar year.

**Fiscal Year** shall mean the period from and including July 1st of every year through and including June 30th of the following year.

**Furlough** shall mean a temporary period of unpaid time off from employment intended to reduce costs or avoid layoff.

**Layoff** shall mean a permanent termination of employment, without regard to employee performance or misconduct, due to lack of funds, lack of work, or operational reasons.

**Limited Term Appointment** shall mean an appointment to District service that is limited to the term for which the authorized position exists or for which the position is funded; however, Limited Term employees serve at the pleasure of the Executive Director and may be released at any time with or without cause. Except as set forth in these rules or otherwise prescribed, all Limited Term employees shall be subject to the same terms and conditions of employment which apply to permanent employees. A permanent employee appointed to a limited term position shall have the right to return to his/her former position when the limited term position ends. This right of return shall not apply to a permanent employee appointed to a limited term position outside of his/her department.

**Limited Term Position** shall mean an authorized position established and funded for a limited duration.

**Management Positions** shall be the Executive Director and Deputy Director positions.

**Non-management Positions** shall be all positions at the District except for the Executive Director and Deputy Director positions.

**Pay Period** shall mean a two-week (2-week) period which begins at 12:01 a.m. on Sunday morning and ends at 12:00 a.m. (midnight) on the second Saturday following except where 12:00 a.m. falls within a shift in which case the time of the beginning and ending of the pay period shall be adjusted accordingly.

**Pay Period Schedule** shall mean the annual calendar of twenty-six (26) pay periods.

**Promotion** shall mean a change of employment from a given classification to a different classification with a higher salary range or greater opportunities for career advancement.

**Reallocation** shall mean the change of an authorized position to a higher or lower classification based upon substantial changes in the kind, difficulty, or scope of duties.

**Reclassification** shall mean the assignment of an incumbent to a higher or lower classification based upon substantial changes in the kind, difficulty, or responsibility of duties performed in such position.

**Regular Position** shall mean an authorized position, either full-time or part-time, established on a recurrent year-round basis.

**Full-time** shall mean work on a schedule which is the equivalent of eighty (80) hours per pay period.

**Part-time** shall mean work on a schedule which is greater than or equal to forty (40) hours per pay period and less than eighty (80) hours per pay period.

**Regular Employee** shall mean an employee hired into regular, permanent position.

**Salary Anniversary Date** shall mean the date that a salary range increase may be due.

**Service Date** shall mean the hire date marking the beginning of the employee's most recent continuous regular employment with the District.

**Supervisor** shall mean any individual having the responsibility to direct other employees, or to adjust their grievances, or to authoritatively participate in the hire, transfer, promotion, assignment, reward, or minor discipline of those employees where the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

**Supervisory Position** shall mean a position, the assigned duties of which include the supervision of a work unit. A supervisory position shall normally be responsible for assigning, reviewing, and evaluating the work



of at least one (1) employee, p in a subordinate reporting relationship as defined by organizational structure or classification.

**Transfer** shall mean a change of employment from one position to a different position of the same classification in the same or a different department.

**Year** shall mean the fiscal year unless otherwise specified.

**Y-rate** shall mean a compensation amount that is different from the normal compensation amount for the class.

## **CHAPTER 3. EMPLOYEE CONDUCT**

### **Responsibility**

Each District employee shall be responsible for treating his/her position as a public trust and for setting a good example of respectful public service. Each District employee shall be responsible for exhibiting personal conduct and ethical behavior that demonstrates commitment to the public welfare of the residents of the District and that reflects positively on the reputation of the District as an organization.

### **Accountability**

Each District employee shall be held accountable for the following:

1. Conducting official duties in a respectful, professional, and courteous manner.
2. Avoiding granting any special consideration, treatment, or advantage to any person beyond that which is available to every other person in similar circumstances.
3. Protecting confidential information and not accessing it unless required to do so to accomplish assigned responsibilities or disclosing it (or assisting in disclosing it) to those for whom it is not intended without a lawful order or directive.
4. Avoiding actual conflicts of interests and, to the extent possible, the appearance of conflicts of interest.
5. Declining gifts, incentives, or other remuneration for the work for which the employee is being paid by the District.
6. Using District resources only on behalf of the District.
7. Upholding and adhering to all federal, state, and local laws, ordinances and regulations.
8. Reporting known or suspected improper governmental activities.
9. Workplace Civility

The District is committed to ensuring that employees are provided a healthy environment in which to work and are treated with respect and dignity. In keeping with this commitment, the District shall provide an environment that encourages productivity and creativity and that is free from unwarranted hostility or offensive behaviors.

Each employee shares responsibility for ensuring civility in our District, and shall be responsible for:

1. Addressing every person in a professional, courteous manner.
2. Modeling respectful behaviors and will encourage respectful behavior in others.
3. Fostering an inclusive work environment by recognizing and honoring individual differences and qualities.
4. Advocating for and promoting a positive, ethical working environment.

### **Political Activities**

Each District employee, while on District paid time (except for vacation or other authorized leave time) or while acting in the capacity of a District employee or while in uniform, shall refrain from the following:

1. Engaging in political activities
2. Using District offices, work stations, property, and/or communication systems for political purposes
3. Promoting the passage or defeat of any ballot measure
4. Displaying buttons, written materials, placards, or the like promoting a particular political candidate or ballot measure
5. Wearing clothing promoting a particular political candidate or position on a ballot measure

Nothing in these directives shall be interpreted to restrict the political activities of District employees conducted during the hours that they are off duty and/or are not acting in their employment capacity and/or are not in uniform nor shall it extend to political displays on private vehicles. [See also California Government Code Section 3201-3209]

### **Confidentiality and Application of the Health Insurance Portability and Accountability Act (HIPAA)**

Employees determined to engage in activities covered by HIPAA are bound by District policy and the

federally-mandated confidentiality and reporting requirements of the Health Insurance Portability and Accountability Act (HIPAA) enacted in 1996. This Act protects the privacy of personal health information and/or other information deemed sensitive, privileged, or confidential by law, statute, or policy applicable to individual departments. District employees are expected to share information gained through their employment only on a need-to-know basis and are held accountable to treat the information regarding others with the highest regard for privacy and integrity.

District employees will be trained on the requirements of HIPAA and other applicable laws or statutes and may be required to sign confidentiality statements as part of their District or departmental responsibilities.

**Conflict of Interest Code (Statement of Economic Interests)**

Employees holding designated positions who are brought under the coverage of the Conflict-of-Interest Code of the Yolo County Transportation District shall file an annual statement of economic interests with the Executive Assistant in accordance with the Fair Political Practices Act (Section 18730 of title 2 of the California Code of Regulations). The failure of an employee to file the required statement of economic interests within the prescribed time frames may subject the employee to monetary fines imposed by the Fair Political Practices Commission (FPPC). Any fines ordered by the FPPC due to an employee's failure to file required statements in a timely manner are the sole responsibility of the employee.

## **CHAPTER 4. CLASSIFICATION, POSITIONS AND SALARY**

### **Administration of Classification System**

The Board of Directors shall adopt, and may from time to time amend, a classification system which shall set forth a classification title and specific written description for every position that is to be a part of District service. Every position in District service shall be allocated to the appropriate classification.

### **Classification Specifications**

The specific written description for positions in District service shall include, but not be limited to, the following:

1. Duties, responsibilities, authority and working conditions of the position;
2. Education and experience requirements for applicants entering the classification;
3. Job-related knowledge, skills and abilities required of incumbents;
4. Level of supervision received and exercised; and

Levels of supervision shall be defined as follows:

1. Trainee – Incumbents receive close and frequent supervision; employment in a trainee classification shall be limited, with a requirement that incumbents shall meet the minimum performance standards required to promote to the next level in the classification series or be terminated.
2. Entry level – Incumbents receive direct supervision. Some prior preparation to perform the work required of the classification is often required, however, the minimum education and experience requirements for a newly-hired individual are typically more generalized so that a wide range of education and experience is qualifying. Incumbents do not perform the more complex and consequential duties at this level.
3. Journey level – Incumbents receive general supervision, and are expected to perform the full range of duties required of the classification.
4. Advanced journey level/Leadworker – Incumbents receive occasional supervision, are expected to provide training and guidance to less experienced staff, serve as subject matter experts, and perform complex and consequential duties.
5. Supervisor – Individuals at this level provide direct supervision of at least one (1) employee.
6. Manager – Individuals organize, direct and control programs or work units and are accountable for operational effectiveness. Individuals at the manager level may or may not supervise.
7. Deputy Director – Individuals are responsible in the absence of the Director and have direct responsibility for the coordination and operation of a large, diverse organizational unit or a complex specialized program.

The title of the classification to which any position is allocated shall be used in all official personnel transactions and personnel records of the District; provided, however, the use of classification titles shall not preclude the deputizing of employees.

The Executive Director is authorized to revise existing classification specifications in instances that do not involve changes to the classification title or salary. New classifications or changes to existing classification specifications involving classification title or salary shall be adopted by the Board of Directors upon the recommendation of the Executive Director.

Classification specifications shall be interpreted as descriptive and explanatory of characteristic duties and responsibilities of positions in a classification and are not restrictive. They shall not be construed as limiting the performance of related duties and responsibilities nor shall they limit or modify the authority of the Executive Director or the Board of Directors to assign related duties and to direct and control the work of employees in District service.

### **Employee Request for Classification Review**

Any employee may petition the Executive Director for a classification review of their position. Such petitions shall be submitted in writing and shall be accompanied by a completed Position Classification Form. No employee may request a classification review more often than once every other year.

The Executive Director shall, within thirty (30) calendar days after receiving the petition, notify the employee if the request for classification review is approved. However, a classification review shall only be conducted for the position as soon as resources allow.

#### **Administration of Authorized Position Resolution**

The Board of Directors shall adopt, and may from time to time amend, an Authorized Position Resolution, which shall set forth the classification and number of full-time equivalent positions. The types of authorized positions shall include:

1. Regular Full-time
2. Regular Part-time
3. At-Will
4. Limited Term

Amendments or revisions to the Authorized Position Resolution shall be recommended by the Executive Director.

A Limited Term position shall be created and limited to the term of the assignment or the duration for which the position is initially funded, not to exceed two (2) years.

No person shall be employed or appointed to any regular position in excess of the number of full time equivalent (FTE) positions set forth in the Authorized Position Resolution; except, however, that an authorized position may be double-filled for a period of time not exceeding three (3) months for the express purpose of succession planning where an incumbent is leaving/retiring and their replacement needs the benefit of their expertise.

Authorized positions may be filled by employees with classification titles matching the classification title of the authorized position, and an appointment to an authorized position may be made from any lower level and lower paid classification within the classification series or a related classification series having similar duties and the same or a lower pay rate.

#### **Administration of Authorized Salary Resolution**

The Board of Directors shall adopt, and may from time to time amend, the salary resolution which shall identify for each classification the salary, monthly rate, hourly rate or flat-rate pay and the Fair Labor Standards Act exempt designation.

Amendments or revisions to the salary resolution shall be recommended by the Executive Director. Salary recommendations for a proposed new classification or for an existing classification shall be the responsibility of the Executive Director.

The annual salary for a given classification shall be calculated by multiplying the monthly salary by twelve (12) months. The hourly pay rate for a given classification shall be calculated by dividing the annual salary by two thousand and eighty (2,080) full-time hours. The salary per pay period shall be calculated by dividing the annual salary by twenty-six (26) pay periods.

The salary for part-time positions shall be an amount proportionate to the full-time position, pro-rated by the number of hours of the employee's regular, part-time work schedule.

Extra Help employees shall be paid an hourly rate and shall be paid only for actual time worked.

#### **Salary Studies**

The Executive Director, on their own initiative, or upon the request of the Board of Directors, may conduct salary studies in order that the standing of District salaries in relation to the labor market may be assessed.

Benchmark agencies may be selected based on one (1) or more of the following criteria:

1. Similar population/budget size;
2. Geographically contiguous to the District; and
3. Shared labor market with the District.

The following additional criteria may be applied in the selection of benchmark agencies:

1. The agency range of functions are generally similar to the District so that positions similar in scope, responsibility and job content are likely to be found;
2. Governance, demographic and economic factors, and management challenges faced by agencies are similar to those faced by the District;
3. The agency is representative of the District's relevant labor market for recruitment and retention purposes for a job or category of jobs; and
4. Selected agencies may be direct competitors to which we lose or from which we attract applicants, or indirectly reflect the geographical area out of which the District must advertise to attract applicants.

Salary data shall be collected and matched at the high end of the salary range attainable by all employees in the classification. Data shall be analyzed by taking an average of the salary for all matches, and a comparison shall be made to the District salary to determine its position relative to the market. Salary surveys may be expanded at the District's discretion to include other indices of compensation (e.g. Total Compensation Survey).

#### Administrative Review for Classification, Position or Salary Changes

The Executive Director, on their own initiative, or upon the request of the Board of Directors, may utilize an administrative review process to evaluate requests for classification, position and/or salary changes.

Classification, position and/or salary actions include, but are not limited to:

1. Adopting a new classification
2. Approving a title change
3. Abolishing an existing classification
4. Reclassifying an incumbent employee
5. Reallocating an existing authorized position
6. Deleting an authorized position
7. Adding a new authorized position
8. Amending a salary range
9. Approving a salary differential by classification or position

## **CHAPTER 5. EQUAL EMPLOYMENT OPPORTUNITY**

### **General**

The District is committed to ensuring that all qualified individuals have a full and fair opportunity to compete for hiring and promotion, and to enjoy the benefits of employment with the District. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal and state laws. Employment opportunities include, but are not limited to, recruitment, testing, selection, transfer, promotion, compensation, benefits, layoff, leave of absence, and training. The District believes that regular review and reporting of equal opportunity and developing a proactive and innovative action plan to address underrepresentation will create an organization that achieves excellence and embraces diversity.

### **Equal Employment Opportunity Plan**

The District shall establish and administer an Equal Employment Opportunity Plan that defines the procedures by which the District will ensure that selection, hiring, and advancement of District employees is accomplished on the basis of individual merit and demonstrated abilities without regard to race, color, religion, gender, national origin, political affiliation, age as defined by law, disability, sexual orientation or other artificial factors in compliance with Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) and any subsequent amendments, or any other statute which provides a remedy for discrimination in employment applicable to public employees.

The provisions of this Chapter together with the District Equal Employment Opportunity and Harassment Policy and Procedure, and the current EEO Analysis and Action Plan, shall constitute the complete District of Yolo Equal Employment Opportunity Plan (EEOP).

### **Applicability**

The provisions of the District's EEOP are applicable to full-time, part-time and Extra Help hiring and employment. The policies and principles of equal employment opportunity also apply to the selection and treatment of independent contractors, personnel working on District premises who are employed by temporary agencies, and any other persons or firms doing business for or with the District.

### **Implementation and Dissemination of Equal Employment Opportunity Plan (EEOP)**

The Executive Director serves as the District's Equal Employment Opportunity Officer and, in addition to the responsibilities outlined in the District Equal Employment Opportunity and Harassment Policy and Procedure, shall be responsible for day-to-day implementation of the District EEOP; reviewing and reporting on the diversity of applicants and employees; implementing action plans to correct areas of underrepresentation; directing regular and proactive outreach and marketing efforts to promote and ensure diversity in the organization; providing regular training to employees on the equal employment opportunity plan including the District's harassment policy; complying with DFEH and EEOC requirements; filing the EEO-4 report biennially as required by the U.S. Equal Employment Opportunity Commission; and informing and educating employees, applicants, and the public about the District's EEOP.

Every employee at every level of the organization shall be responsible and held accountable for supporting a work environment that embraces diversity, is supportive of equal employment opportunities, and is free from any form of discrimination or harassment. Employees are responsible for reading and understanding District policies and procedures that prohibit discrimination and harassment, and for attending related District-sponsored training.

Management and supervisory personnel shall share responsibility for ensuring full and equal treatment in all departmental employment decisions in accordance with the requirements of the EEOP.

The full EEOP shall also be always available on the District website to view, print and/or download.

The EEOP (including subsequent revisions) shall be distributed as follows:

1. The complete document shall be posted on the District internet site;
2. Employees, members of the public and any other interested party may obtain a paper or electronic copy by contacting the District directly; and
3. An e-mail message shall be sent to District employees on an annual basis with a reminder that the full EEOP is available for review on the District website.

Hardcopies shall be distributed to employee who do not have District e-mail and a copy shall be provided to new employees during new hire orientation.

Records relating to the District's Equal Employment Opportunity Plan shall be kept for a period of at least three (3) years.

### **District Practices in Support of Equal Employment Opportunity**

The District conducts outreach and targeted recruitment efforts to create a pool of individuals with varied backgrounds who can contribute and effectively serve a diverse community. Recruitment, testing, and selection rules are enforced with equal employment and diversity as the primary goals.

The personnel rules and practices implemented by the District to carry out its commitment to equal employment include:

1. Displaying posters regarding equal employment opportunity in areas highly visible to employees;
2. Reviewing job classifications on a regular and ongoing basis to ensure there are no arbitrary barriers to equal employment and sufficient opportunity for entry-level employment;
3. Reviewing recruitment rules and procedures on a regular and ongoing basis to identify and eliminate barriers to equal employment;
4. Maintaining an "interest card" and "Application-on-File" system where potential applicants can receive an e-mail alert and apply online when the District begins accepting applications for the position they've identified;
5. Analyzing applicant flow data to assist in determining effective targeted recruitment strategies to attract a candidate pool that is reflective of the diversity of the District population;
6. Ensuring that selection examinations are valid, job-related and non-discriminatory; and
7. Training individuals involved in the recruitment, testing and/or selection of personnel on the requirements of equal employment opportunity law, the requirements of federal and state nondiscrimination laws, and the requirements of the District's EEOP.

### **Policy**

Discrimination and harassment against any individual because of such individual's race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation is prohibited. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Retaliation against any person having made a complaint of discrimination or charge of harassment is prohibited. Employees found to be retaliating against another employee, or otherwise violating this policy, shall be subjected to disciplinary action up to and including termination.

The right of a person to a prompt and equitable resolution of a complaint made under this procedure shall not be impaired by the person's pursuit of other administrative remedies such as the filing of a complaint with the appropriate federal agency.

### **Definitions**



**Sexual Harassment** shall mean unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly 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 working environment.

**Disability** shall mean 1) a physical or mental impairment that limits one or more major life activities; or 2) having a record of such an impairment; or 3) being regarded as having such impairment.

### **Physical or Mental Impairments**

Physical or mental impairments include, but are not limited to, vision, speech and hearing impairments; emotional disturbance and mental illness; seizure disorders; mental retardation; orthopedic and neuromotor disabilities; learning disabilities; heart disease; nervous conditions; cancer; asthma; Hepatitis B; HIV/AIDS; and drug addiction if the addict has successfully completed or is participating in a rehabilitation program and no longer uses illegal drugs.

### **Limitation of Major Life Activities**

An individual is disabled if he or she has a physical or mental impairment that (a) renders him or her unable to perform a major life activity or that (b) limits the condition, manner or duration under which he or she can perform a particular major life activity in comparison to other people.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

In determining whether a physical or mental impairment limits the condition, manner or duration under which an individual can perform a particular major life activity the following factors shall be considered:

1. The nature and severity of the impairment;
2. The duration or expected duration of the impairment; and
3. The permanent or long-term impact (or expected impact) resulting from the impairment

In determining whether a physical or mental impairment limits an individual with respect to the major life activity of "working" the following factors should be considered:

1. The geographical area to which the individual has reasonable access; and
2. The job from which the individual has been disqualified because of an impairment and the number and types of jobs within that geographical area utilizing similar training, knowledge, skills, or abilities from which the individual is also disqualified because of the impairment.

### **Having a Record of Impairment**

An individual is disabled if he or she has a history of having an impairment that limits the performance of a major life activity; or has been diagnosed as having such impairment.

### **Regarded as Having a Disability**

An individual is disabled if he or she is treated or is perceived as having an impairment that limits a major life activity (although no such impairment may exist).

**Qualified Individual with a Disability** is a person who 1) satisfies the job-related requirements of the position, and 2) can perform the essential functions of the position despite their disability, or 3) with reasonable accommodation can perform the essential functions of the job.

### **Satisfies Job-Related Requirements**

Satisfying the job-related requirements of the position means that the disabled individual possesses the appropriate educational background, employment experience, skills, and license required for the position.

### **Essential Functions**

Essential functions are the fundamental duties of a position. (Marginal or peripheral functions of a position are not considered essential).

A function may be essential because:

1. The reason the position exists is to perform that function;
2. Of the limited number of employees available among who the performance of that job function can be distributed; and
3. Is highly specialized and requires specific expertise or skill to perform.

The following factors will be considered in determining whether a function is essential:

1. The District's judgment as to which functions are essential;
2. Written job descriptions;
3. The amount of time spent on the job performing the function;
4. The consequences of not performing the function;
5. The terms of a collective bargaining agreement; and
6. The work experience of past and present incumbent in the position.

**Reasonable Accommodation** is any change in the work environment or in the way things are customarily done that enables a disabled individual to enjoy equal employment opportunities. A reasonable accommodation may mean modifications or adjustments to a job application process to enable an individual with a disability to be considered for the position and/or the work environment in which a position is performed so that a disabled person can perform the essential functions of the position.

A reasonable accommodation includes making existing facilities and equipment used by employees readily accessible to and usable by individuals with disabilities.

A reasonable accommodation applies to:

1. All employment decisions;
2. The job application process and District provided services;
3. Facilities provided by the agency to all employees and the public;
4. Only known disabilities.

Reasonable accommodation is not required if:

It eliminates essential functions of a position (and the agency cannot reasonably accommodate)  
Adjustments or modifications requested are primarily for the benefit of the disabled individual

The agency will not be expected to provide an accommodation that imposes an undue hardship on the operation of the District's business.

Undue Hardship means significant difficulty or expense incurred in providing the reasonable accommodation. Undue hardship includes, but is not limited to, financial difficulty. Undue hardship refers to any accommodation that would be unduly costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature of the operation of the business.

Whether a particular accommodation will impose an undue hardship is determined on a case-by-case basis. The following factors will be considered in determining whether an accommodation would create an undue hardship:

1. The nature and cost of the reasonable accommodation;
2. The financial resources of the District;
3. The number of employees; and
4. The type of operations of the District, including the composition and functions of its work force.

When determining the appropriate accommodation, if a qualified individual with a disability requests the provision of a reasonable accommodation, the District will informally discuss with the individual the limitations resulting from the disability and the potential reasonable accommodations that could overcome those limitations.

The reasonable accommodation process will generally involve five steps.

1. First, the District must analyze the job duty at issue and re-affirm its purpose and essential function.
2. Second, the District should consult with the disabled person to find out the job-related limitation imposed by the individual's disability.
3. Third, the District will consult with the disabled individual to identify potential reasonable accommodations if they exist.
4. Fourth, the District will assess each potential reasonable accommodation to determine if the individual can perform the essential functions of the job.
5. Finally, the District will consider and implement the best reasonable accommodation that is most appropriate for both the employee and the District.

### **Discrimination**

For purposes of this Policy, discrimination shall mean:

1. To limit or classify a job applicant, employee or individual in a way that may adversely affect opportunities or standing because of that person's protected status;
2. To participate in a contract which could subject an applicant, employee or protected individual to discrimination;
3. To use any standards, criteria or method of administration which could have the effect of discriminating on the basis of a protected class;
4. To deny equal jobs or benefits because of a protected class;
5. To fail to make reasonable accommodations to known disabilities unless it can be shown that the reasonable accommodation would impose an undue hardship;
6. To use selection criteria which excludes protected persons unless the criteria is job-related and consistent with business necessity; and
7. To fail to use employment tests in a manner that ensures that the test results accurately reflect the applicant's or employee's skills or aptitude for a particular job.

### **Discriminatory Harassment**

Examples of what might be construed as discriminatory harassment including sexual harassment may include, but are not limited to:

Speech, such as epithets, derogatory comments, or slurs on the basis of race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation.

This might include inappropriate e-mail, notes, or comments on appearance, dress, physical features, stories, or degrading jokes that are based on the above list of protected characteristics. Additionally, sexual harassment includes lewd propositioning based on sex. This might include inappropriate sex-oriented comments on appearance, including dress or physical features, sexually degrading stories and jokes, or sexually suggestive or obscene letters, e-mail, notes, or invitations.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement when directed at an individual based on race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation.

This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual insults, such as displaying or electronically transmitting derogatory posters, cartoons, drawings, or other items of an inappropriate nature related to race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation.

Threats and retaliation, or other inappropriate conduct related to race, color, religion, sex, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status,

age, or sexual orientation where the conduct is intended to or does interfere with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Unwanted sexual favors or advances, requests for sexual favors and other acts of a sexual nature, threats, or insinuations that refusal to agree to sexual favors or advances - or even the request for a date - will harm an employee's standing in any way.

### **Complaint Procedure**

An employee or job applicant who believes he or she has been discriminated against or harassed based on race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation may make a complaint verbally or in writing with the Executive Director.

Upon receiving notification of a discrimination or harassment complaint, the Executive Director or Designee shall:

1. Authorize the investigation of the complaint by and/or investigate the complaint. Depending on the circumstances the investigation may include interviews with: a) the complainant; b) the accused; and c) any other persons who are believed to have relevant knowledge concerning the complaint.
2. Review the factual information gathered through the investigation to determine whether the alleged conduct violates District policy giving consideration to all factual information, the totality of the circumstances, including the nature of the inappropriate conduct and the context in which the alleged incidents occurred.
3. Report the results of the investigation and the determination as to whether discrimination or harassment occurred to appropriate persons.

If a violation of this District Equal Employment Opportunity and Harassment policy has been determined to have occurred, the District will take prompt and effective remedial action. This may include disciplinary action, which will be commensurate with the severity of the offense. Reasonable steps will be taken to protect the complainant from further harassment and any retaliation because of communicating the complaint.

If the Executive Director decides not to investigate or if his/her efforts to settle the problem are unsuccessful, the complainant may file an appeal within thirty days from the date of notification. The appeal shall be heard by an administrative hearing officer.

**Exclusion of Frivolous or Vague Appeals and Appeal Therefrom:** If District Counsel determines that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of sexual harassment or discrimination, or that the appeal claims discrimination based upon a factor that is not prohibited by the state or federal law or regulation, he/she shall not schedule the appeal for hearing.

**Hearing of Appeal:** The hearing officer shall fully hear the complaint and make written findings of fact and issues a determination.

The Executive Director will maintain the files and records relating to the complaint.

## **CHAPTER 6. RECRUITMENT, EXAMINATION AND SELECTION**

### **Purpose**

This chapter shall establish policy and procedures for recruiting, testing and selecting high-quality, productive employees with the required skills and competencies and who reflect the diversity of our community and the residents we serve, in accordance state and federal law.

### **Principles**

The District shall abide by the following principles:

1. Examination and selection shall be based on fair and open competition free of artificial barriers.
2. Selection shall be on the basis of job-related skills, knowledge, demonstrated abilities and quality of performance.
3. No person shall be employed or appointed to District service unless such person meets the minimum education and experience requirements for the position as set forth in the classification specification.
4. No Extra Help appointment shall be made to a classification that is not appropriate for the duties to be performed.
5. At-Will classifications are excluded from competitive recruitment and selection rules.

### **Cooperative Agreements**

The Executive Director is authorized to enter into agreements with other public agencies providing for the sharing of employment applications and/or eligible lists, combined examinations, acquisition or sharing of examination materials, and other integrated personnel activities not inconsistent with these rules.

### **Recruitment Plan**

The Executive Director or his/her designee shall determine the recruitment plan for the position. The recruitment plan consists of the dates and timeframes for accepting applications and the type of recruitment to administer (open, promotional, limited term, etc.).

### **Limited Recruitment**

The Executive Director may restrict the recruitment to limit the size of the applicant group by specifying a maximum number of applications that will be accepted and closing the recruitment immediately when that number is reached, and/or applying any other means that are appropriate to the circumstance.

### **Employment Application**

The Executive Director or his/her designee shall determine the length of time to accept applications, and will prepare employment opportunity announcements accordingly. Employment opportunities must be posted for a minimum of five (5) business days or until the advertised number of applications has been received, provided State or Federal rules and regulations are not violated by limiting the candidate pool and closing the recruitment prior to the five (5) day requirement. The employment application is part of the examination process. An applicant's answers will determine his/her eligibility to participate in the subsequent phase(s) of the selection process.

Applicants are required to submit the specified application during the designated recruitment period. Applications shall only be accepted when there is an open recruitment except in the following circumstances:

### **Employee Application to Transfer**

A current District employee may apply to transfer within his/her current classification or in a different classification in which he/she previously held a position.

### **Application for Employment Following Layoff**

District employees laid off from employment may submit an employment application to be considered for positions that are different from the former employee's classification provided he/she meets the minimum qualifications for the different position. This option is valid for up to two (2) years from the date of layoff.

### **Supplemental Application Documents**

Depending upon the examination criteria for the position, applicants may be required to submit supplemental materials as part of the application process to verify possession of the qualifications for the position. These supplemental documents may include, but are not limited to, the following:

1. Verification of education (official or unofficial transcripts, copy of degree or diploma, or a letter of verification on college or university letterhead).
2. Verification of special certification or licensure.
3. Copy of California driver's license and/or printout of driving record obtained from the California Department of Motor Vehicles.
4. Responses to supplemental questions.

To allow full consideration of the relevance, level, progression and quality of candidates' education and experience, the Executive Director or his/her designee may require that written responses to supplemental questions, and/or transcripts of college credits be submitted in addition to the standard application form. Such requirements shall be clearly stated on the employment opportunity announcement.

An applicant's failure to submit supplemental application documents as required in the employment opportunity announcement for the position may result in disqualification.

### **Recruitment Types**

The types of recruitments that may be conducted are as follows:

1. Open-Competitive: Recruitment open to everyone, including District employees and members of the public.
2. District Promotion: Recruitment open to current District employees, those former employees on a valid reemployment list, and District employment training program participants with an active work assignment at the District.
3. Limited Term: Recruitment for a position established for a limited term or funded for a limited term.
4. Extra Help: Recruitment for a position intended to be occupied on less than a year-round basis to cover seasonal peak workloads, emergency work loads of limited duration, and other situations involving fluctuating staffing.
5. Continuous: Recruitment for classes in which there is a demonstrated difficulty in sustaining a pool of adequate eligible and available candidates. The District will receive applications, conducts examinations, and creates eligible lists continuously.

When determining the appropriateness of a promotional recruitment, the Executive Director or his/her designee will consider the availability of an adequate number of qualified applicants within the District work force as well as the diversity of qualified applicants within the District work force.

### **Recruitment Eligibility for Former Employees**

Any former employee laid off from District employment shall be eligible to apply for District Promotion opportunities during the time his/her name is on a valid reemployment list provided he or she meets the minimum qualifications for the position.

### **Minimum Qualification Screening**

The District shall screen all applications that are complete and received by the recruitment closing date. Applications shall be evaluated for satisfaction of the minimum education, experience, licensure, and any other application requirements as soon as practical following the end of the application filing period.

### **Background and Reference Checks**

Prior to making a contingent job offer, the District shall conduct reference checks, verify candidate's possession of education, certification and/or licensure required for the job, verify candidate possession of a valid California driver's license if applicable, and check the Office of Inspector General List of Excluded Individuals if position will have access to client's confidential medical records. The Executive Director may elect to conduct additional background investigation deemed appropriate for the position.

### **Contingent Job Offer**

Following successful completion of background and reference checks, the Executive Director is responsible for making a job offer to the candidate contingent upon their successful completion of the pre-employment medical examination and/or drug and alcohol screening, and California Department of Justice background check.

### **Pre-Employment Drug/Alcohol Screening**

All new employees must successfully pass a pre-employment drug/alcohol screening prior to the first day of work as a condition of employment. The alcohol and drug test may screen for any legal or illegal substance that could impair an employee's ability to effectively and safely perform the functions of the job. Testing shall be conducted by a laboratory that has been duly certified by the State of California.

Applicants who test positive for any illegal substance and are subsequently rejected from employment as a result must wait at least six (6) months before re-applying for District employment.

### **Live scan**

Electronic fingerprints of all new employees and existing employees where required by state or federal laws, rules and/or regulations shall be live scanned and processed by the Department of Justice (DOJ) as a condition of District employment. The Executive Director and their designee are hereby authorized to have access, on a need-to-know-basis, to information from the State Summary Criminal History Information which is provided as a result of the DOJ Applicant Fingerprint Response, as provided for in Section 11105 of the Penal Code of the State and shall adopt procedures for the safeguarding of this information.

Persons or entities authorized to receive information as identified above shall be given information from the State Summary Criminal History Information as permitted by the Executive Director. No one shall be given a copy of the State Summary Criminal History Information unless authorized by the Executive Director in writing.

If the applicant or employee for whom the State Summary Criminal History Information is obtained is subsequently hired or cleared, then the State Summary Criminal History Information shall be destroyed within ten (10) working days after receipt. The State Summary Criminal History Information may be retained by the Executive Director only where it contains information that results, in whole or in part, in the disqualification of the applicant from examination or employment. Furthermore, if an applicant or incumbent is disqualified from employment based on the information contained in the State Summary Criminal History, then the Executive Director or his/her designee must provide a copy of the report to the disqualified individual.

A person shall be automatically excluded from consideration if the class specification specifically includes a job-related prohibition for a certain offense or if federal, state or local statute prohibits the hiring or employment of an individual convicted of a specific offense for a certain job. All other conviction information shall be evaluated on a case-by-case basis, and may include consideration of the following:

1. Type and seriousness of the conviction.
2. Recency of the conviction.
3. Job relatedness of the type of conviction.
4. Evidence of rehabilitation.
5. Mitigating/aggravating circumstances leading to conviction.
6. Extent of supervision the applicant would receive on the job if selected.

### **Certificate of Appointment/Oath of Allegiance**

Public employees must take and subscribe an oath or affirmation to support and defend the Constitution of the United States and the Constitution of the State of California (Article 20, Section 3 of the California Constitution, Govt. Code Section 3100). Upon appointment to District employment, an employee must complete the oath in the presence of the Executive Director.

### **Disaster Service Worker**

Each District employee, in compliance with California Government Code Section 3100-3109, is designated as a Disaster Service Worker and may be required to provide assistance in conditions of disaster or peril to

life, property, or resources from natural, manmade, or war-caused emergencies under the provisions of the California Emergency Services Act (Government Code 8550-8551).



## **CHAPTER 7. EMPLOYMENT AND HOURS**

### **Standard Work Period**

Except as otherwise provided in this chapter or revised by resolution of the Board, the standard work week of the District shall be forty (40) hours during seven consecutive days, and the normal workday of the District shall be eight (8) hours.

### **Part-time Employment**

All regular part-time employees shall have a regular/fixed schedule of work days and work hours which shall provide for a minimum of forty (40) hours of work in each bi-weekly pay period. Once a regular/fixed schedule has been established, such part-time employees may be permitted to work additional hours by mutual agreement.

### **Exceptions to Standard Work Periods (Alternative Work Schedules)**

The Executive Director may establish alternative work schedules for the employees. Eligibility, participation in and implementation of any such work schedule shall be at the sole discretion of the Executive Director.

Alternative work schedules shall include, but not be limited to:

1. 4/10 Schedule: a weekly work schedule consisting of forty (40) hours of work scheduled for four (4) workdays consisting of ten (10) hours scheduled on each workday.
2. Flex Time Schedule: a weekly work schedule consisting of forty (40) work hours during five (5) work days with start and end times at other than the traditional 8:00 a.m. to 5:00 p.m. hours.
3. 9/80 Schedule: a biweekly work schedule consisting of eighty (80) hours of work in nine (9) hour work days, and with no more than nine (9) hours scheduled on any work day. For FLSA non-exempt employees, such a schedule shall require a designation of a work week which starts and ends at noon on Mondays or noon on Fridays for employees on such schedule and shall involve forty (40) regular hours worked in such a designated week. Work schedules that begin at noon on Mondays shall have the day off on the first Monday of the pay period and work an eight (8) hour day on the second Monday. Work schedules that begin at noon on Fridays shall work an eight (8) hour day on the first Friday of the pay period and have the day off on the second Friday.

Alternative work schedules may be discontinued at the sole discretion of the Executive Director upon ten days written notice to the affected employees.

### **Telecommuting**

Telecommuting (also known as telework, remote work, working from home, etc.) is defined for the purposes of this policy as an employee working at an established Alternative Work Location (AWL). Telecommuting typically includes the use of District resources and equipment to digitally perform all or some of their job functions.

Telecommuting is not an employee entitlement but rather a management strategy for meeting the business needs of the District. As a management strategy, telecommuting assignments can provide improved outcomes for organizations including reduced need for building space, reduced overhead costs, and enhanced ability to attract and retain valuable employees.

Guiding Principles: The Executive Director may exercise discretion in granting telecommuting assignments. However, this Policy establishes certain limitations to assure the safety of personnel, effective customer service, and operating efficiency. In considering approval of telecommuting assignments, The Executive Director must ensure that approved telecommuting assignments adhere to the following guiding principles:

1. Meets the business needs of the District;
2. Ensures high level of customer service;
3. Does not negatively impact employee or department productivity, performance, ability to meet deadlines, or employee engagement;
4. Does not increase overtime and/or comp-time earned;
5. Ensures adequate and appropriate onsite coverage during business hours, inclusive of leaves and position vacancies.

Terms and Conditions: Each telecommuting assignment shall be subject to the following terms and conditions.

1. Telecommuting assignments are not a viable option for every employee in every position.
2. A telecommuting assignment is an arrangement between the District and the employee. It is not an entitlement or employee benefit.
3. Schedule adherence, performance measures, and productivity standards for employees who engage in a telecommuting assignment will remain consistent with those of an employee in the office. While flexibility, individual lifestyle considerations, and improved work-life balance are anticipated benefits of telecommuting, it is not intended as a replacement for otherwise required dependent care.
4. The Executive Director or their designee may review, revise, revoke, or terminate an employee's telecommuting assignment at any time, with or without cause, and with as short as 24 hours of notice, so long as it does not unlawfully discriminate or otherwise violate any other policy. Typically a 30-day advance written notice to the employee will be issued, except and only in the event of an unanticipated coverage issue of an immediate nature, at which point an employee's work location(s) will be modified, with an advance written notice ranging from 5 days to as little as 24 hours, based on need. No provisions of any telecommuting assignment shall be subject to the grievance procedure.
5. An employee who requests to discontinue a telecommuting assignment will be allowed to return to the office.
6. The District has authority to require an employee to make a temporary variance to their telecommuting assignment based on its needs. The District will attempt to provide advance notice of such need whenever possible. Any employee initiated temporary variance to an approved AWL must be pre-approved.
7. Employees with telecommuting assignments agree to protect District assets, information, and information systems and must adhere to District policies, in particular those which govern privacy and security requirements, confidentiality, technology, and communications, and those that address permissible uses, prohibited uses, and access and disclosure of equipment, resources, and information. Employees shall have no expectation of privacy when using District systems.
8. Telecommuting assignments are not automatically transferrable when an employee voluntarily or involuntarily transfers or is promoted to another classification, or in the event of another job change.

Eligible Employees: Employees interested in telecommuting must meet the following identified criteria for eligibility:

1. Demonstrate the ability to work independently, and ability to develop and successfully meet job-related measurable goals and objectives; and
2. Understand that job requirements necessitating presence on the premises or "in-person" contact with other staff and/or the public do not conflict or are hindered by the established telecommuting assignment.

Alternative Work Location Approval and Safety Verification:

Employees requesting a non-District location as an AWL (e.g. a home office workspace)

must certify that the proposed workspace meets all the following requirements:

1. The space is dedicated exclusively for this purpose during work hours.
2. The space is conducive to the employee performing their assigned duties, conducting professional virtual meetings, and maintaining the confidentiality of all protected information.
3. In no event shall clients/customers/members of the public or the like be served in person at the employee's place of residence. The District shall not be held liable for injuries to third parties and/or members of the employee's family on employee's premises. The District is not liable for damage to the employee's real property.
4. A clear understanding of tax implications relating to the home workspace is the sole responsibility of the employee.
5. Employees requesting telecommuting assignments are responsible for ensuring compliance with applicable laws, regulations, policies and procedures, and health and safety requirements.
6. A work-related injury sustained by employees while telecommuting is subject to worker's compensation law and rules. An employee must notify the District immediately and complete all

necessary and/or District requested documents regarding the injury.

Equipment and Supplies: Subject to budget availability, employees approved for a telecommuting assignment may be provided with the necessary equipment and supplies for their position, comparable to what would be provided at their office/cubicle.

### **Accounting for Absences**

Both employees who are “exempt” (generally salaried executive, administrative, or professional classifications) or “non-exempt” (generally hourly classifications eligible for overtime pay) under the Fair Labor Standards Act (FLSA) must document absences from work of any duration and, in the case of most leaves, time away from work must be requested and approved in advance of the absence. Both exempt and non-exempt employees must draw from accrued leave balances for time away from work unless an employee is off work on an approved leave of absence without pay. In some circumstances, employees may be allowed to “work back” time away from work during the same pay period.

### **Employment of Relatives (Nepotism)**

It is the policy of the District to seek the most qualified candidates for District service. The District shall not discriminate in its employment practices and personnel actions based on familial or marital relationship. The District shall ensure, to the extent possible, the fair and impartial treatment of its employees by those with oversight authority.

An Executive Director shall not appoint persons who are related to him/her by familial or marital status. The District reserves the right to regulate, for reasons of supervision, safety, security, or morale, the terms of employment of persons who are related by familial or marital status, whether living in the same household, and who are employed at the District. In no case shall supervision or oversight authority be less than two (2) supervisory levels between the related persons, unless approved by the Executive Director due to exigent circumstances.

Where it is demonstrated that the performance of business functions or the working environment has been negatively impacted by the employment of persons related by familial or marital status, the Executive Director shall be authorized to take good faith measures, including, but not limited to, reassignment, relocation, change in supervision, or transfer to eliminate the negative impact. Such measures may be temporary or permanent.

Related by familial or marital status shall mean an employee’s mother, father, spouse or domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian, any other persons who are living as a member of and in the same household as the District employee, and/or any in loco parentis relationship.

Supervisory or oversight authority shall mean when one employee has direct influence on the decisions concerning selection and hiring, which includes making recommendations for hiring, assignment or review of work, providing input on employee performance appraisals, transfer, promotion, grievance review, or other terms and conditions of employment over another employee.

### **Employee Performance Appraisal/Evaluation**

All employees shall have their work performance evaluated at regular intervals and at least annually. The supervisor completing the appraisal form shall discuss such evaluations with the employee. A copy of the employee’s performance appraisal shall be signed by the supervisor and the employee and be maintained in the employee’s personnel file.

The schedule for employee performance appraisals is as follows:

An employee performance appraisals during the first year of employment should be completed at the end of the third (3rd) month, before the end of the sixth (6th) month and before the end of the twelfth (12th) month.

Employee performance appraisals should be completed annually. Appraisals for limited term employees shall be for the instruction of the employee and shall not confer any right to continued employment or suggestion of permanency.

Nothing shall preclude special evaluations where needed to address issues of poor performance.

When an employee has been noted in the overall performance appraisal as requiring improvement to meet the minimum expectations of the position, the supervisor shall commit to writing and provide the employee with a plan to remediate the deficiencies that includes at a minimum the following:

1. A clear statement of the problem and the measures that have previously been taken to assist the employee in meeting expectations including dates of training, coaching or counseling specific to the problem;
2. The steps to be taken to effectuate remediation of the problem;
3. How the employee's progress toward improvement will be measured or evaluated; and,
4. The timeframe for improvement, including dates within that timeframe where the supervisor will meet with the employee to assess and advise the employee of their progress.

### **Reinstatement of Former Employees**

During the one (1) year following an employee's termination, an Executive Director may request to reinstate a former District employee to a classification in which the former employee previously held or any lower classification within the classification series provided the former employee terminated in good standing. Such request shall be subject to the review and approval of the Executive Director. A reemployed employee shall be considered a new employee for all purposes.

### **Resignation**

Employees may provide notice of resignation in writing; however, in order to be determined to have resigned in good standing and thus be eligible for rehire at a later date, an employee is required to submit a written resignation to the Executive Director, giving at least two (2) weeks' notice prior to their intended last day of employment. In an emergency circumstance, the Executive Director may authorize the employee to terminate in good standing with less than two (2) weeks or no advance notice.

### **Exit Interview Program**

The purpose of the Exit Interview Program is to gather information from separating employees that will assist with efforts to continuously improve the quality of supervision, coaching, management, working conditions, and the work environment of the District.

Employees will be asked to complete an Exit Interview Questionnaire and to participate in a face-to-face interview. At the exit interview, the Executive Director or their designee will meet with the employee to discuss the completed questionnaire. Interviews will be conducted in private and written information will be reviewed to facilitate understanding and to encourage the sharing of candid and constructive additional information from separating employees. All specific content from exit interviews will be held strictly confidential unless the employee gives permission in writing to attribute the content, except that if the exiting employee reveals information which alleges violations of law or policy and which would require a District investigation, the employee will be informed that such information cannot be held confidential.

Information gathered from exit interviews will be summarized (on an anonymous basis) and revealed to others as a means to resolve problems, improve the working environment, safety practices, supervision and management practices, and/or to sustain good management practices and a culture of quality service. Specific feedback from employees separating may be given by the Executive Director within the parameters of confidentiality guaranteed in the Exit Interview Program.

## **CHAPTER 8. COMPENSATION**

### **Salary and Benefits upon Hire**

The Executive Director shall determine the appropriate salary upon hire. New hires shall be entitled to the benefits outlined in this Policy.

### **Out-of-Class Pay**

A regular employee who is temporarily assigned and substantially performing the duties and responsibilities of a position with a higher salary shall receive a salary equal to the minimum for the new position which provides not less than a five (5%) percent increase starting the first day the regular employee is performing the full range of duties and responsibilities.

Such assignments shall be made in writing and be for a period of ten (10) consecutive working days or more. Such assignments shall be limited to three (3) months except when there is the mutual consent of the Executive Director and employee to extend the time period.

### **Salary upon Promotion**

Any employee who promotes to a new position shall receive the minimum salary for the new position or a five (5%) percent increase, whichever is more. The employee shall receive a new salary anniversary date upon promotion.

### **Merit Adjustment**

Employees shall be eligible for merit adjustments, but such adjustments shall not be automatic. Positive employee performance appraisals may result in a merit adjustment of up to a five percent (5%) increase in salary annually and shall be presented to the employee no later than thirty (30) days after the date of their evaluation by the Executive Director or designee. Any granted merit-based pay increases must remain within the salary range approved by the Board of Directors.

### **Cost of Living Adjustment (COLA)**

Upon approval by the Board of Directors, the salary ranges of employees may be adjusted annually, effective July 1 of each fiscal year, to account for increases in the cost of living. The COLA shall be based on the increase in the "All Urban Consumers" category of the California Consumer Price Index (CPI), between April (two calendar years before the adjustment) and April (one calendar year before the adjustment), ie, the July 1, 2022 adjustment will use the CPI time period of April 2020 and April 2021.

### **Salary upon Demotion**

Any employee who demotes to a position which has a lower salary range than the class formerly occupied shall receive a salary in the new range which provides a pay decrease of at least five percent (5%), except that employees who voluntarily demote upon approval of the Executive Director may be placed at a salary which most closely approximates the former salary. The employee shall receive a new salary anniversary date upon demotion.

Any employee who demotes to the most recent previously held class shall return their former salary. This section shall not apply to demotions resulting from disciplinary action.

### **Pay Periods**

All salaries shall be payable on a biweekly basis. The biweekly pay period shall end at 12:00 midnight on each second Saturday. The payment of salaries shall be made on the Friday following the end of the pay period.

### **Recovery of Pay and/or Benefits**

It is the employee's responsibility to review his/her payroll information and deductions for accuracy. If an employee is underpaid, overpaid, given insufficient or excessive leave benefits or receives any other benefit and/or compensation in error, the employee is required to notify the District as soon as the error is known.

Should the District discover an error, the employee shall be promptly notified. The District will take such steps to restore or recover such benefits and/or compensation as were mistakenly taken or given.

When an overpayment occurs, attempts shall be made to establish an agreed upon method to recover the benefits and/or compensation, which shall be commemorated in writing. In all cases, the employee shall be accorded at least the same amount of time to complete repayment to the District as the time period during which the error occurred (ie, if the employee was overpaid for three (3) pay periods, the employee shall have three (3) pay periods in which to complete repayment). If agreement cannot be reached, the District shall proceed with all necessary action to recover the incorrectly provided benefits and/or compensation.

Any payroll error resulting in incorrect payment for regular wages, including ongoing supplemental pay, shall, at the employee's discretion, be corrected no later than five (5) workdays following notification to the District or shall be adjusted on the following paycheck.

### **Overtime**

Overtime shall be defined as all hours worked in excess of eight hours a day and forty (40) hour per week. Except in the event of an emergency, all overtime hours worked must be authorized in advance. The Executive Director or their designee may specify in advance whether overtime hours shall be compensated as compensatory time. Non-FLSA exempt employees are eligible for overtime and compensatory time.

### **Compensatory Time**

Overtime hours worked may be compensated with compensatory time at a rate of one and one-half (1 ½) times the number of assigned overtime hours worked. An employee shall accumulate no more than one hundred twenty (120) hours of compensatory time. All overtime hours worked after one hundred twenty (120) hours of compensatory time have been accumulated shall be compensated as paid overtime.

When an employee is appointed from a non-FLSA position to an FLSA-exempt position, the employee shall be paid for any compensatory time accrued at the salary rate of the prior class.

Requests for time off using compensatory time shall not be unreasonably denied.

### **Standby Status and Pay**

An employee placed on standby duty shall be compensated at the rate of \$3.00 per hour. While on standby, an employee must be ready to respond immediately to calls for service, be reachable by telephone or other electronic device, remain within a reasonable distance of the work location and refrain from activities which might impair the ability to perform assigned duties. Payment for simultaneous standby duty and call back time shall not be authorized.

### **Call Back**

When a non-exempt employee is directed to return to the workplace after completing an assigned shift, the employee shall be credited for two (2) hours of work, plus all time worked in excess of two (2) hours in which the employee is continuously engaged in assigned work. Call back time shall be paid at the overtime rate of one and one-half (1½) times in accordance with the Fair Labor Standards Act (FLSA).

### **Jury Duty**

A regular employee summoned for attendance to any court for jury duty shall be deemed to be on duty during the hours so occupied and shall be entitled to regular pay. A regular employee who appears in court as a witness in a private matter shall not be entitled to receive his/her regular pay during such absence but may use accrued vacation or compensatory time for such purpose.

### **Special Recognition Pay**

In order to reward outstanding achievement and performance, the Executive Director may adjust the salary of any employee up to a maximum of ten percent (10%) of base salary. This additional compensation shall be granted for a period not to exceed thirteen (13) pay periods in any twelve (12) month period.

### **Bilingual Pay**

The District's Bilingual Services Program shall provide for two (2) levels of interpretation skills, duties and competence. Qualifications and certifications to such levels shall be determined by the Executive Director. Positions for which bilingual skills are necessary shall be determined by the department head.

Conversational: The level of providing oral and written interpretation between English and another recognized language. The compensation for this level shall be \$0.55 per hour for all hours worked (regular and overtime).

Advanced: The advanced level of providing written interpretation to interpret technical documents and concepts with a client in addition to the skills and abilities required at the Conversational level. The compensation for this level shall be \$0.70 per hour for all hours worked (regular and overtime).



## **CHAPTER 9. BENEFITS**

### **Eligibility**

Full-time employees and part-time employees with a fixed schedule of forty (40) or more hours per pay period in regular and limited term positions are eligible to enroll in the health benefits program.

### **Health Insurance**

The District shall make available to eligible District employees a selection of health insurance plan choices. Typically the choices will include HMO's (health maintenance organizations) and PPO's (preferred provider organizations) that are widely accepted by medical providers in the area. Coverage will be available for employees and eligible family members (family members are defined by the terms of the health insurance provider contract). Employees will enroll in the program within the designated periods for new employees, during the annual open enrollment period and when qualifying events occur outside of the open enrollment period.

The District will contribute toward the cost of the health, dental and vision plans as follows:

Non-management Positions, the District shall pay up to a maximum of 90% for the health insurance premium of the lowest-cost HMO through Cal-PERS Health Benefits program consistent with the District policy for allowable cost plans.

For Management Positions, the District shall pay up to a maximum of 90% for the health insurance premium that the employee selects through Cal-PERS Health Benefits program consistent with the District policy for allowable cost plans.

Monthly contributions toward health benefits will be made by the District and employee in two (2) bi-weekly payroll periods. Two (2) payroll periods ending in one (1) month will be used to pay the premium for coverage in the following month. When a third (3rd) payroll period ends in one (1) month, no contributions will be made toward health benefits premiums and the Medical Benefit Package is not payable to the employee.

Regular part-time employees shall receive a pro-rated District contribution toward the cost of a health benefits plan.

### **Dental Insurance**

The District shall pay 90% of the premium for the District's dental care program to full-time employees and part-time employees with a fixed schedule of forty (40) or more hours per pay period hired into regular and limited term positions. Participation is mandatory for employees and will be available for eligible dependents at no additional cost.

### **Vision Insurance**

The District shall pay 90% of the premium for the District's vision insurance program to full-time employees and part-time employees with a fixed schedule of forty (40) or more hours per pay period hired into regular and limited term positions. Participation is mandatory for employees and will be available for eligible dependents at no additional cost.

### **Retiree Health Insurance**

The District shall pay the same amount for the health insurance premium of PERS vested retirees based on their last position held with the District consistent with the amount paid to current employees.

### **CalPERS Retirement**

The District contracts with the California Public Employees' Retirement System (CalPERS) to provide a defined benefit retirement plan to eligible District employees. Membership eligibility, management of the retirement program, and the issuance of pension benefits are all defined in California law governing

CalPERS. With the implementation of the Public Employees' Pension Reform Act (PEPRA) on January 1, 2013, eligible employees are categorized as "classic" members or "new" member of CalPERS. "Classic" members are employees who were in active CalPERS service prior to January 1, 2013, or were members of a qualifying reciprocal retirement systems. "New" members are employees who first entered government service after January 1, 2013, or had at least a six-month break in service since their last employment with a CalPERS or reciprocal retirement system employer.

District employees who are "Classic" members of CalPERS are eligible for the following CalPERS benefits:

The miscellaneous retirement formula is 2.5% @ 55.

Employees are eligible to purchase CalPERS service credit for prior military, Peace Corps and AmeriCorps service.

The retirement calculation is based on the monthly average of the highest 12 consecutive months of compensation.

50% of unused sick leave may be converted to CalPERS service credit.

The Pre-Retirement Option 2W Death Benefit is available to the surviving spouse of a retirement- eligible employee.

District employees who are "New" members of CalPERS are eligible for the following CalPERS benefits:

The miscellaneous retirement formula is 2% @ 62.

Employees are eligible to purchase CalPERS service credit for prior military, Peace Corps, and AmeriCorps service.

The retirement calculation is based on the monthly average of the highest thirty-six (36) consecutive months of compensation.

50% of unused sick leave may be converted to CalPERS service credit.

The Pre-Retirement Option 2W Death Benefit is available to the surviving spouse of a retirement- eligible employee.

#### **Payment of CalPERS Member Contributions**

For "classic" members, the normal contribution for miscellaneous CalPERS members is 8% of reportable earnings. For "new" members, the normal contribution for miscellaneous CalPERS members is 6.75%.

All normal contributions paid by the employee shall be made on a pre-tax basis as provided for under IRS Code Section 414(h).

#### **Social Security**

The District does not participate in Social Security.

#### **Medicare**

The District participates in the Federal Medicare program. Employees contribute 1.45% of wages subject to Medicare reporting. The District pays a matching contribution.

#### **Deferred Compensation**

The District provides options for employees to voluntarily participate in a pre-tax deferred compensation program under Section 457 of the IRS Code.

#### **Life Insurance**

At the discretion of the Board of Directors, the District may elect to purchase a life insurance policy for some or all employees.

#### **Auto Allowance**

The District elects not to provide for employee auto allowances.

#### **Cafeteria Plans and Benefit Packages**

The District elects not to provide for cafeteria plans and/or benefit packages.



## **CHAPTER 10. EMPLOYEE TRAINING AND DEVELOPMENT**

### **General**

The District is committed to promoting continuous learning throughout the organization. By providing employees with training to achieve proficiency in their current position, by encouraging employees to attain higher levels of skill and competency to prepare them for advancement, and by offering opportunities for employees to feel challenged and stimulated in their job, the District ensures the vitality of the organization. Employee training and development programs shall be designed to foster and sustain an ethical, diverse, safe, and high-performing workplace and to engage employees in the vision and mission of the District. The District is committed to providing training and development opportunities that ensure that all employees have an equal opportunity to participate.

### **Policy**

It shall be the policy of the District to provide ongoing training opportunities and to facilitate access to educational resources for the professional development of its employees. In addition, the District shall ensure that such training as is mandated by law or statute (e.g. HIPAA, Brown Act, sexual harassment, and profession-specific safety training) is accomplished in compliance with the applicable mandate.

### **Exclusion**

District employees who are required by virtue of their function or class to obtain and retain professional licenses that require continuing education units for renewal purposes must independently fulfill the requirements of their licensing boards. The District shall confirm that the required license is current and shall maintain a record, including the name of the employee, the name of the license, and the validity dates of the license, of all such licensure.

### **Definitions**

Training shall mean those activities designed to meet a specific need for a task to be learned or performed proficiently.

Development shall mean those activities designed to broaden an employee's knowledge and competencies in order to enhance their opportunities for career advancement.

### **Responsibilities**

Employees are responsible for:

1. Talking with their supervisors about options for meeting training and development interests and needs;
2. Timely attendance and full participation in all assigned training and development activities;
3. Completing the training or development assignment and providing feedback to their supervisor as to its usefulness; and
4. Seeking out and requesting to participate in training and development opportunities.

Supervisors and managers are responsible for;

1. Determining training needs for the entire work unit and identifying how those needs are to be met;
2. Ensuring that training and development opportunities are made available to all staff;
3. Informing employees of training opportunities as they occur; and
4. Providing guidance to individual employees on professional growth and encouraging training and development that benefit the individual and the District.

### **Participation in Training and Development Opportunities**

Employees may request to participate in training and development opportunities. Employees are encouraged to take reasonable opportunities to attend requested training where that training adds value to the employee's current or prospective job duties, or where time away from job duties is feasible and funds, if applicable, are available.

**Tuition Assistance**

The District may be able to provide financial assistance for training and/or educational courses designed to enhance an employee's job performance. Requests for Tuition Assistance and course approval must be done prior to enrolling in the selected course(s). Final approval for qualified course(s) and related fees is granted by the Executive Director.

**Eligibility**

Participants must be actively employed at the time of application and still be employed by the District when they submit the necessary documents for reimbursement. Requests for Tuition Assistance and course approval must be made prior to enrolling in the selected course(s). Final approval for qualified course(s) and related fees is granted by the Executive Director.

**Approved Coursework**

A course will be considered for approval if it is taken at an accredited school or through a professional certification program, earns college credits and/or satisfies professional certification requirements. The course must maintain, improve, or broaden the skills required for the employee's current job or must help to qualify the employee for a new position within the District. A course that is not primarily designed to enhance job performance will not be approved for Tuition Assistance unless it is required to satisfy a breadth or general education requirement as part of a degree or certification program. An exception may be made where the employee is able to demonstrate that the course will improve his/her ability to perform at a higher level in his/her current assignment or enhances his/her ability to promote within the District.

**College Intern Program**

The District administers a College Intern Program that provides college students an opportunity for exposure to transit sector careers. Generally, internship opportunities shall be paid.

College Interns are covered as volunteers by the District's worker compensation and general liability insurance. If an internship project requires the intern to handle sensitive and confidential matters, the Intern may be required to submit to a live scan fingerprinting clearance and/or other pre-employment testing prior to placement in an internship assignment. Interns who are required to drive a District or personal vehicle during their intern assignment, must complete a Non-District Employee Driver Authorization form.

## **CHAPTER 11. EMPLOYEE RECOGNITION AND SPECIAL PROGRAMS**

### **Policy**

It shall be the policy of the District to design programs that acknowledge the unique contributions of individual staff as well as milestones of service achieved by all employees and to encourage social opportunities for staff throughout the District's workforce designed to foster camaraderie and maintain high morale. To that end, the Executive Director shall promote activities and recognition events for the benefit of the employees and shall design programs to be implemented for their employees.

## **CHAPTER 12. HOLIDAYS, VACATION, MANAGEMENT ADMINISTRATIVE LEAVE AND PERSONAL TIME OFF**

### **Recognized District Holidays**

Unless otherwise provided by the Board of Directors, resolution, policy, minute order, or other action, full-time and part-time employees in regular and limited term positions shall receive the following holidays:

July 4, Independence Day;  
Labor Day;  
Veterans Day (November 11);  
Thanksgiving Day;  
Day after Thanksgiving;  
Christmas Day;  
New Year's Day;  
Martin Luther King, Jr. Day  
President's Day (third Monday in February);  
Cesar Chavez Day;  
Memorial Day;  
Juneteenth; and

All other days appointed by the President of the United States or Governor of the State for a public fast, thanksgiving, or holiday and approved by the Board of Directors.

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

The normal holiday time off for a full-time employee is eight (8) hours. Holiday time off for part-time employees shall be a pro-rated number of hours based on the part-time employee's regular hours as compared to a forty (40) hour work week.

### **Holiday Eligibility**

Employees must be in a paid status the normal workday before and after the recognized District holiday to be eligible to receive holiday pay.

### **Employees Required to Work on Holidays**

An employee who is otherwise entitled to receive overtime or compensatory time off and is required to work on any holiday shall be paid for time worked at one and one-half (1 ½) times the hourly rate in accordance with the Fair Labor Standards Act (FLSA) or shall receive an equivalent amount of compensatory time off.

### **Holidays on Regularly Scheduled Day Off**

When an employee's regularly scheduled day off falls on a District observed holiday, the employee shall be entitled to eight (8) hours equivalent time off. Equivalent time off shall be accrued as Accumulated Time Off to be taken later with prior approval. A part-time employee shall be entitled to a pro-rated number of hours based on the part-time employee's regular hours compared to a forty (40) hour workweek. Exempt employees shall not be eligible for Accumulated Time Off.

### **Holidays and Alternative Work Schedules**

Full-time employees on an alternative workweek schedule shall be entitled to eight (8) holiday hours for each of the recognized District holidays. If the scheduled work hours exceed eight (8) hours, the employee shall use accrued and available leave balances for the additional time off.

**Floating Holidays**

Full-time employees shall be credited with twenty-eight (28) hours of floating holiday time on July 1 of each year. Part-time employees shall be entitled to a pro-rated number of floating holiday hours based on the part-time employee's regular hours compared to a forty (40) hour workweek. Employees hired after July 1 of the fiscal year shall be credited with floating holiday time prorated for each pay period remaining in the fiscal year after the date of employment. Floating holidays shall be taken within the fiscal year and shall not be carried over to the next fiscal year.

Upon termination, any unused floating holidays shall be paid at a straight time rate in proportion to the number of pay periods employed during the fiscal year.

**Vacation Eligibility**

All full-time and part-time employees shall be entitled to paid vacation. Requests to use accrued vacation hours must be submitted in advance and be pre-approved. Employees are eligible to use accrued vacation hours after thirteen (13) biweekly pay periods of employment. Absences without pay equaling forty (40) hours within the first thirteen (13) pay periods shall cause the employee's eligibility date for vacation time to be postponed one (1) whole pay period. When the cumulative leave of absence hours exceed forty (40), the number of pay periods to postpone the vacation eligibility shall be determined by dividing the total number of unpaid leave of absence hours by eighty (80) hours and rounding to the nearest whole number of pay periods.

**Vacation Accrual**

Vacation time accrual shall be based on regular hours paid. All hours worked in excess of forty (40) hours in a week shall be excluded for vacation accrual purposes. Regular part-time employees shall accrue a pro-rated amount of vacation time based on the part-time employee's regular hours compared to a forty hour workweek.

**Maximum Vacation Accrual**

All regular full-time employees shall be credited with forty (40) hours of vacation time accrual after completion of thirteen (13) consecutive biweekly periods of employment. Thereafter, each employee shall accrue vacation time according to one of the following schedules based on his/her date of employment with the District:

	Hours Earned per Pay Period	Maximum Hours Earned per Year
After 13 biweekly pay periods	3.08	80
After 3 years (78 pay periods)	4.62	120
After 11 years (286 pay periods)	4.93	128
After 12 years (312 pay periods)	5.24	136
After 13 years (338 pay periods)	5.54	144
After 14 years (364 pay periods)	5.85	152
After 15 years (390 pay periods)	6.15	160
After 16 years (416 pay periods)	6.47	168
After 17 years (442 pay periods)	6.77	176
After 18 years (468 pay periods)	7.08	184

Vacation time shall be credited as of the end of each biweekly pay period. All employees shall be permitted to accumulate vacation time up to a maximum of three hundred and twenty (320) hours.

**Vacation Payoff at Separation of Employment**

After thirteen (13) pay periods of employment, an employee shall be entitled to a lump sum payment for any unused or accrued vacation time upon separation of employment. Employees with fewer than thirteen (13) pay periods of employment shall not be entitled to a lump sum payment for any unused or accrued vacation upon separation of employment.

**Administrative Leave Accrual**

Management Positions shall be credited with forty (40) hours of Administrative Leave on July 1 of each year.



Eligible part-time employees Management Positions shall accrue a pro-rated amount of administrative leave based on the part-time employee's regular hours compared to a forty (40) hour workweek. For eligible employees hired or newly eligible for administrative leave after July 1, administrative leave shall be prorated, based on the date the employee became eligible and the number of pay periods remaining in the fiscal year.

#### **Use of Administrative Leave and Balance Carry Over**

The use of administrative leave is subject to approval and must be taken within the fiscal year. Administrative leave shall not accrue from one fiscal year to the next except for a limited number of carryover hours. On July 1 of each year, employees shall be allowed to carry over up to twenty (20) hours of administrative leave from the previous fiscal year. These administrative leave hours must be used by December 31 of the following fiscal year or it will be forfeited. In no event shall an employee's administrative leave balance exceed the standard accrual on January 1.

#### **Administrative Leave upon Separation**

In the event an employee separates employment, the employee will not be required to pay back any portion of administrative leave previously taken. The District will not pay off remaining administrative leave upon separation except in the case of retirement. In the case of retirement, employees will be paid the full amount of unused administrative leave remaining as of the employee's retirement effective date.

#### **Use of Leave Balances upon Retirement or Resignation**

When an employee submits a notice of retirement from District employment, the employee may request to remain on payroll using accrued but unused available leave balances. In no event shall the District approve the use of leave balances beyond the month in which the employee's last day of work occurs.

Under no circumstances may an employee who resigns for any reason other than retirement be allowed to use leave balances to extend their separation date.

## **CHAPTER 13. SICK LEAVE**

### **Accrual**

Regular full-time employees, including those appointed to a limited term position, shall accrue .0462 hours of sick leave, to a maximum of ninety-six (96) hours per year, for each regular hour paid.

Regular part-time employees, including those appointed to a limited term position, and extra help employees shall accrue sick leave in direct proportion to the relationship the part-time service bears to full-time service.

Sick leave shall be credited as an accrual at the end of each bi-weekly pay period.

### **Absence without Pay**

An employee who is absent without pay during a pay period shall accrue sick leave in direct proportion to the number of hours he/she was in paid status during that same pay period.

### **Carry Over**

All unused sick leave may be carried forward into subsequent years and may be accumulated without limit.

### **Authorized Uses**

Sick leave shall be requested and granted only in cases of actual illness of or injury to the employee or the employee's immediate family member. Sick leave shall not be requested or granted to replace, supplement, or otherwise extend other types of leaves unless specifically authorized for that leave.

Sick leave may be authorized for the following:

1. An absence necessitated by the employee's personal illness or injury.
2. An absence necessitated by the illness or injury of an immediate family member.
3. Medical or dental appointments provided the employee requests the sick leave at least three (3) days in advance except in cases of emergency. Employees are encouraged to schedule appointments at such times as will cause the least disruption to the delivery of District services.
4. An absence due to exposure to a contagious disease where quarantine has been imposed by health authorities or when it has been determined by a medical practitioner that the presence of the employee on duty would endanger the health of others.
5. Bereavement leave.
6. Extenuating circumstances as determined and approved by the Executive Director.

### **Immediate Family Member**

For the purposes of this Chapter, immediate family member shall mean:

Spouse or domestic partner;

Child, stepchild, or foster child;

Parents, step-parents, mother-in-law, father-in-law, siblings, brother-in-law, sister-in-law, grandparents, and grandchildren who may not live in the household; and

Persons who are living as a member of and in the household.

### **Sick Leave Not Authorized**

Sick leave shall not be authorized in the following circumstances:

1. Illness or injury arising from the employee's willful misconduct.
2. Illness or injury occurring or sustained while the employee is on leave of absence without pay.
3. Illness or injury due to intemperance or substance abuse unless the employee is participating in licensed rehabilitation program for which documentation of participation has been provided in advance.

### **Sick Leave Approval**

Upon the employee's return to work after an absence qualifying for sick leave, the employee must submit the required absence request and have it approved by the Executive Director or a designee.

**Requirement for Additional Sick Leave Substantiation**

The District, recognizing a potential for abuse of sick leave, may employ reasonable means to determine the validity of any sick leave use, including requesting a qualified practitioner's certificate for sick leave absences. Such means shall not be used to discourage the appropriate use of sick leave.

**Illness or Injury while on Vacation Leave**

If an employee, while on vacation, becomes ill or sustains an injury that would have qualified the employee for sick leave if that employee had been on duty, the employee may make a request to convert the appropriate portion of vacation leave to sick leave. The employee must notify the District prior to his/her scheduled return to work, if circumstances allow it, in order to request that his/her vacation time be converted to sick leave and shall provide evidence in the form of a qualified practitioner's certificate.

**Work Back**

At the discretion of the Executive Director, an employee may be allowed to work back a sick leave absence of four (4) hours or less within the same work week so long as such hours do not result in overtime.

**Sick Leave Upon Separation**

Upon retirement or death, an employee's accumulated sick leave shall be credited toward retirement in accordance with the District's contract with CalPERS, to the extent allowed by such agreement.

## **CHAPTER 14. OTHER LEAVES and LEAVES OF ABSENCE**

### **Leaves**

When employees must be away from work for reasons other than workplace injury or illness, there may be programs available to assist with wage replacement, continuation of benefits and/or job protection. Such leaves may be paid or unpaid according to the provisions of the particular program.

### **Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

It is the policy of the District to provide time off for family care and medical leave to eligible employees in accordance with the federal Family and Medical Leave Act of 1993 (FMLA), as amended, and the California Family Rights Act of 1993 (CFRA), as amended. Eligible employees may take off up to twelve weeks of job-protected unpaid leave in a twelve (12) month period for specified family and medical reasons.

Eligible employees may take time off for the following reason:

1. The birth of a child, and in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. Care of a spouse, domestic partner, child, or parent who has a "serious health condition"; or
4. The employee's own "serious health condition" which makes him or her unable to perform the functions of the job.

Disabilities due to pregnancy or pregnancy-related conditions are covered under the FMLA, but not the CFRA. In California, pregnancy and pregnancy-related disabilities are covered under the Pregnancy Disability Leave Act (PDL).

To be eligible for leave under FMLA/CFRA, an employee must have at least one (1) year of service with the District and have worked at least one thousand two hundred and fifty (1,250) hours in the previous twelve (12) months. When an employee is granted leave under FMLA/CFRA, the District will continue its contribution to the health, dental and vision insurance premiums if the employee continues to pay his/her share of the premium. Upon return from leave, the employee will be returned to the original job assignment or to another assignment with equivalent pay, benefits and other terms and conditions of employment.

An employee taking leave under FMLA/CFRA may use accrued leave balances during the leave or may choose to take leave without pay. An employee shall be required to exhaust all sick leave prior to being authorized to take leave without pay, except that an employee may elect to retain a sick leave balance of eighty (80) hours for future use. An employee is not required to exhaust sick leave when the time off work is for purposes of child bonding or to care for the serious health condition of a qualifying family member.

Under FMLA, eligible employees whose spouse, child or parent is on covered active duty or called to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies, such as attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post- deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

### **Pregnancy Disability Leave**

In accordance with California State law, an employee disabled by pregnancy is entitled to up to four (4) months of Pregnancy Disability Leave (PDL). PDL may be taken before or after birth during any period of time the employee is physically unable to work because of pregnancy or a pregnancy-related condition. All leave taken in connection with a specific pregnancy counts toward computing the four (4) month period. Employees are entitled to take PDL in addition to any leave entitlement they might have under FMLA/CFRA.

**New Parent Leave**

Employees may be entitled to time off with a child in accordance with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). An employee shall be permitted up to five (5) shifts of sick leave for the purpose of caring for a spouse or domestic partner who is about to give birth or has given birth if such leave is within three (3) days of birth. Additional paid time off may be requested in accordance with the rules for using other accrued leaves.

New parents may apply for wage replacement benefits available through the Paid Family Leave (PFL) program or District Disability Insurance (CDI), depending on eligibility.

**Bereavement Leave**

Bereavement leave because of the death of a member of the employee's family (spouse/domestic partner, child, father, mother, stepfather, stepmother, brother, sister, stepchild, guardian or ward, grandmother grandfather, grandson, granddaughter) shall be granted by the Executive Director for a maximum of ten (10) days per incident. Three (3) days of bereavement leave shall be District paid and an additional seven (7) days shall be charged to available accrued but unused leave balances.

Up to five (5) days per event shall be allowed for the death of the employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or cousin which shall be charged to available accrued but unused leave balances.

Bereavement leave in the case of other persons shall be granted only upon the approval of the Executive Director and shall be charged to the employee's available accrued but unused leave balances.

The Executive Director may authorize additional leave not to exceed a total of five (5) days based on extenuating circumstances.

**State Disability Insurance (SDI)**

The SDI program provides benefits to eligible employees suffering a full or partial loss of wages due to disabilities that are not work-related. The California Unemployment Insurance Code states that a disability is any illness or injury, either physical or mental, which prevents an employee from performing regular or customary work. Disability may also include elective surgery and disabilities related to pregnancy or childbirth.

Employees contribute to the SDI program as a percentage of earnings deducted from the bi-weekly paycheck.

When an employee files a claim for SDI benefits and receives a wage payment from the program, the employee may elect to use accrued leave balances to supplement the SDI benefits in order to receive the customary base pay earnings. An employee earning his/her usual salary when SDI benefits and leave usage are combined shall continue to accrue all benefits of employment including health insurance and leave accruals. CalPERS retirement contributions will be reduced by the amount of the SDI payments.

**Paid Family Leave (PFL)**

The Paid Family Leave (PFL) program provides benefits to eligible employees suffering a full or partial loss of wages due to the need to care for a seriously ill family member or to bond with a new child.

Employees participating in the State Disability Insurance program (SDI) are also eligible to receive PFL benefits.

**Military Leave**

The District shall comply with the California Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). USERRA is a federal law intended to ensure that employees who serve or have served in the Armed Forces, Reserves, National Guard, or other "Uniformed Services":

1. are not disadvantaged in their civilian careers because of their service;

2. are promptly reemployed in their civilian jobs upon their return from duty; and
3. are not discriminated against in employment based on past, present, or future military service.

The District shall grant Military Leave in accordance with the California Military and Veterans Code.

**Temporary Military Leave:** An employee with at least one (1) year of service who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity is entitled to receive their usual base salary for up to thirty (30) calendar days in any one (1) fiscal year. The one (1) year of service may be determined by combining District service and service in the recognized military service.

**Military Leave:** An employee with at least one (1) year of service who is on military leave of absence for active duty purposes is entitled to receive their usual base salary for up to thirty (30) calendar days in any one (1) fiscal year, except that a National Guard member on active duty is entitled to receive their salary for the first 30-days regardless of their length of service with the District.

In addition to thirty (30) calendar days of pay in a fiscal year, employees may be eligible to receive supplemental pay for ninety (90) calendar days. An employee with at least one (1) year of continuous District service or one (1) year of combined District service and active military service who are called to Federal active duty, for other than training purposes, in order to respond to an international conflict, humanitarian aid, or peacekeeping need, shall be eligible to receive supplemental pay which equals the difference between the employee's base military salary and their gross pay earned by the District at the time he/she is called to duty. Employees requesting supplemental pay under this section are required to submit a copy to Human Resources of their military pay stub which shows the amount of base military salary.

#### **Paid Administrative Leave**

From time to time it may be necessary to protect the employee, co-workers, the workplace, or others for an employee to be placed upon paid administratively directed leave. Such action shall be authorized by the Executive Director.

#### **Causes for Administratively Directed Leave**

Administratively directed leave may be granted only for substantial cause, which shall include the following:

1. Initiation of a workplace investigation where having the employee at the workplace risks compromising the objectivity of the investigation.
2. Any circumstance where having the employee in the workplace reasonably can be believed to expose the employee or others to workplace violence.
3. Any circumstance where the employee is displaying uncontrolled or unsafe behavior either due to emotional distress, apparent mental agitation, or other episodic causation.
4. Imposition of proposed discipline where having the employee at the workplace would create undue pressure on the employee and on co-workers during the resolution of the disciplinary process.
5. A situation identified by the Executive Director as best able to be diffused through the imposition of administrative leave.

During administratively directed leave the employee shall be placed upon requirements that ensure that he/she is accountable to the District and prepared to return to work upon demand throughout the employee's normally scheduled work day.

Administratively directed leave should be used judiciously and should be of shortest practicable duration.

#### **Notification**

Except in cases of emergency, the employee shall be notified of his/her placement on administratively directed leave in writing with the start date of the leave and the reporting requirements during the leave.

#### **Leave of Absence Without Pay**

Any regular employee may request and may be granted a leave of absence without pay upon the approval of the Executive Director.

Requests for leave of absence without pay must be made in writing, signed by the employee, to the Executive Director in advance of the intended leave and must include the following information:

1. The specific reason for the leave of absence and such details as support the reason for the employee's extended absence, which would include the statement of the attending medical practitioner if for medical causation or proof of enrollment for educational leave or specific narrative of the personal hardship;
2. The date the leave is requested to begin;
3. The date the leave is planned to end;
4. The employee's current address and a telephone number where he/she may be reached; and
5. An affirmation of understanding by the employee that all benefits provided by or paid for by the District are suspended during the period of leave of absence without pay.

The Executive Director shall review the request and indicate his/her approval or disapproval. The decision of the Executive Director shall be final and not subject to appeal. The District shall notify the employee of the approval, modification or denial of the requested leave of absence without pay.

A leave of absence without pay may not exceed one (1) year.

Any request for adjustment to the time granted for the leave of absence without pay, whether to extend or shorten the time requested, must follow the same procedures as required in the initial request.

## **CHAPTER 15. OCCUPATIONAL HEALTH**

### **Workers' Compensation**

Workers' Compensation benefits extend to any District employee who has been injured on the job or becomes ill because of the job. Workers' Compensation benefits also extend to Extra Help employees and volunteers who are performing work for and under the direct supervision of the District.

### **Use of Accrued Leave**

An employee who is required to be absent from work because of an injury or illness arising in the course of employment with the District shall be entitled to use sick leave or any other accrued paid leave during the waiting period while the Workers' Compensation claim is being processed for approval. Upon approval of the claim, any sick leave or other accrued paid leave that was charged against the employee during this waiting period will be returned to the employee's leave balance. Time credited will only extend to paid time that was taken because of the Workers' Compensation injury or illness.

### **Continuation of Benefits**

An employee who is placed on an unpaid status while on an approved Workers' Compensation leave will continue to remain eligible for District health benefits provided that the employee continues to pay the employee's portion of the health benefit premium.

An employee who is injured on the job or becomes ill because of the job, is receiving Workers' Compensation, and is on a paid status with the District shall continue to accrue vacation time, sick leave, administrative leave, and holiday time. This provision applies only to employees who are on a paid status and receiving compensation from the District while on Workers' Compensation. Employees in an unpaid status shall not accrue leaves.

### **Integration of Benefits**

An injured or ill employee may elect to apply accrued leave balances to time taken off work following an industrial injury or illness in a proportionate amount which, when added to Workers' Compensation temporary disability benefits, provides total compensation equal to the employee's base pay. An employee who has exhausted Workers' Compensation benefits, may request a leave of absence without pay in accordance with these rules.

### **Notification**

An employee who is injured on the job or becomes ill because of the job is required to notify his/her supervisor within twenty-four (24) hours from the time of injury or illness. For any injury considered more serious than requiring simple first aid, the District must provide the employee with a copy of the State of California Workers' Compensation Claim Form (DWC-1) within twenty-four (24) hours of notice of the accident or illness, and submit the completed State of California Employer's Report of Occupational Injury or Illness (form 5020). Such forms shall be made available on the District's internal website.

### **Ongoing Medical Care**

An employee must be deemed disabled to be eligible to receive payments and benefits, to include disability leave. An employee, who is able to perform their regular, modified, alternate, or otherwise customary work, is not deemed disabled. Disability will be substantiated by written order from a qualified practitioner.

An employee who requires ongoing medical care, through scheduled appointments to monitor his/her wellness and/or a periodic program of rehabilitative care, as a result of an occupational injury or illness approved by Workers' Compensation shall be required to notify the District of his/her intended absence in advance of such scheduled appointments. The employee shall be required to provide proof of having attended such appointments upon his/her first return to work after such absence in order to receive compensation under the Workers' Compensation claim.

### **Injury and Illness Prevention Program (IIPP)**



California employers are required by the Labor Code to provide a safe and healthful workplace for their employees. Additionally, Title 8, Section 3203 of the California Code of Regulations and Cal/OSHA safety orders require California employers to have an effective Injury and Illness Prevention Program (IIPP). The IIPP must be a written plan that includes the following elements:

1. Management commitments/assignments of responsibilities;
2. Safety communications systems with employees;
3. Systems of assuring employee compliance with safe work practices;
4. Scheduled safety inspections and worksite evaluation systems;
5. Accident investigation procedures;
6. Procedures for correcting unsafe and/or unhealthy conditions;
7. Health and safety training and instruction; and
8. Cal/OSHA and OSHA recordkeeping and documentation of workplace accidents, injuries, and illnesses.

The District shall maintain a comprehensive IIPP designed to minimize the frequency and severity of employee accidents and comply with the safety laws and regulations required of California employers. Within that plan are provisions that apply to specific positions and/or classes as a condition of continued employment with the District. Each District employee shall acknowledge receipt of and responsibility for understanding and complying with the contents of the IIPP as a requirement of his/her employment.

Department of Transportation (DOT) regulations also require periodic physical examination of employees who drive commercial vehicles which requires possession of a Class A or Class B driver's license.

#### **Fitness for Duty**

Upon demonstration of emotional instability or physical inability that causes the District to have a reasonable belief that an employee may be temporarily or permanently unable to perform the essential functions of his/her job, the District may require a medical, physical, and/or mental examination to determine an employee's fitness for duty. Such examinations shall be performed by a qualified practitioner designated by the District. The District shall bear all costs associated with the fitness for duty examination(s).

Fitness for duty examinations must be authorized by the Executive Director and require sufficient evidence of the employee's diminished capacity or aberrant behavior to warrant an assessment of his/her ability to continue in his/her current position. The District shall schedule the examination(s) and notify the employee in writing of the date, time, place and purpose of the examination(s) and provide the employee with the name of the practitioner who will be conducting the examination. The employee shall be required to sign a form provided by the District authorizing the doctor, psychologist or psychiatrist to receive the information necessary to conduct a thorough review of the employee's medical history as it pertains to the satisfactory discharge of his/her job duties.

The results of the fitness for duty examination will be provided to the Executive Director and a determination made as to whether the employee is fit to do the work required of him/her. In instances where an employee is determined to have a disability, the District will engage the employee in the interactive process and consider potential appropriate reasonable accommodation(s) as required by the American with Disabilities Act and the California Fair Employment and Housing Act.

When an employee's fitness for duty examination is pending and his/her department is unable to accommodate, the employee shall be placed on paid administrative leave.

Where there is reason to believe the employee could fulfill the requirements of another District position with or without a reasonable accommodation, and without risk of harm to him/herself or others, the District shall make a good faith effort to place the employee in such position assuming there is a vacancy to be filled. If no alternate position exists, the employee shall be separated from District employment.

#### **Drug and Alcohol Testing Policy and Procedure**

The District shall maintain an alcohol and drug free workplace and shall provide specific direction for the testing of employees for possible impairment in their ability to safely perform their duties.

**DOT Drug and Alcohol Testing Policy and Procedure**

The District shall maintain a Department of Transportation (DOT) Drug & Alcohol Policy and Testing Procedure for positions that fall under the category of safety sensitive as defined by the Federal Highway Administration regulations. District positions that require an employee to possess a commercial driver's license for the operation of vehicles are covered in this Policy. The Federal Department of Transportation Drug and Alcohol Testing Policy establishes the testing procedures for pre-placement, random, post-accident, reasonable suspicion, return to work and follow-up drug and alcohol testing for safety sensitive positions.

## **CHAPTER 16: RETURN TO WORK INJURY MANAGEMENT PROGRAM**

### **Policy**

The District provides employees who are temporarily off work, due to an industrial or non-industrial injury or illness, the opportunity to return to work and perform tasks that have been approved by the treating qualified practitioner until they are able to return to their regular job. Every reasonable effort will be made to provide temporary modified duty to employees who are unable to perform the full range of their job duties.

The District also provides reasonable accommodation to employees who become permanently disabled (whether or not the injury or illness was caused by the job).

### **Temporary Modified Duty Assignments ("Light Duty")**

To assist in the rehabilitation process following an injury or illness, the District offers employees temporary modified duty assignments based on the employee's work capabilities as determined by the employee's treating qualified practitioner. These temporary assignments provide work within medically prescribed restrictions. These assignments are made when a medical prognosis indicates that the employee is expected to return to full duty but has temporary medical restrictions that preclude full performance of the employee's regular job duties. Employees continue to receive their regular salary and benefits while assigned to a temporary modified duty assignment, which shall be prorated if the modified duty assignment is less than full-time.

### **Management of Temporary Modified Duty Assignments**

Temporary modified duty assignments will be based entirely on the restrictions or limitations given by the employee's treating qualified practitioner. The duration of temporary modified duty is generally ninety (90) to one hundred and eighty (180) days with a medical statement from a qualified practitioner indicating the employee will be able to return to regular duties (with or without reasonable accommodation) within that timeframe. The qualified practitioner's report will determine the length of the assignment.

### **Required Medical Release**

Before being placed in a temporary modified duty assignment, an employee must provide the Executive Director or their designee with a medical statement from the treating qualified practitioner. The medical statement should identify the restrictions that need temporary modified duty and note if any of the restrictions are expected to be temporary or permanent in nature. Temporary restrictions should have an expected end date, and follow-up medical statements from the treating qualified practitioner will be required to continue restrictions past that date.

### **Permanent Modified Job Accommodations within Existing Position**

When a qualified practitioner has made a medical determination that certifies that a disability is permanent and the employee is unable to perform some, or all, of the job duties of the position, the District will consider if the employee can be returned to work with or without a modification to the tasks of the existing position.

Consultations between the employee and the District will seek to identify possible and/or special equipment that would enable the employee to remain in his/her existing position. An employee will not be eligible for a permanent modified job if the employee is medically precluded from performing the essential functions of the position with reasonable accommodation.

### **Permanent Alternate Job Placement requiring Change in Classification**

When a qualified practitioner has indicated that a disability is permanent and a determination has been made by the District that the employee's existing job cannot be modified, and other forms of reasonable accommodation cannot be provided that would enable the disabled employee to perform the essential functions of the job, the District will consider an alternate job placement to another position. Any

available position with a comparable or lower salary range, for which the employee is qualified and able to perform, may be offered to the employee. An employee placed in a position with the same or lower salary range will be paid the salary range listed for that position. An employee may also voluntarily demote to a position for which the employee is qualified and meets the employee's disability restrictions.

### **Disability Retirement**

Where, after thorough consideration and working with the employee, no job accommodation can be made due to the extent of the employee's permanent disability, the District shall apply on behalf of the employee for disability retirement in accordance with the provisions of the District's contract with CalPERS.

### **Exhaustion of Available Leaves**

At the conclusion of all available leaves of absence, paid or unpaid, if the employee is not medically able to assume the duties of his/her position and if the employee is not placed in another position as a reasonable accommodation of his/her permanent disability, the employee shall be separated from District employment and placed on a reemployment list for a period of six (6) months. During the six (6) month period, when available and if medically released to assume his/her duties, the former employee shall be reemployed in a vacant position of his/her previous assignment. In the event the former employee was in a single position class, he/she shall be reemployed in a class which is similar in scope and responsibility and for which he/she meets the minimum qualifications. The former employee shall have priority over all other available candidates except for those on a reemployment list established because of layoff, in which case the employee shall be listed in accordance with appropriate seniority following layoff procedures. At the conclusion of the six (6) month period, if the former employee is not reemployed with the District, the former employee shall lose his/her status on the reemployment list.

### **Employee and District Responsibilities**

Employees who are placed in modified duty assignments and the District share responsibility to comply with an disabled employee's medical work restrictions. Once work restrictions are identified by a treating qualified practitioner, the employee and the District shall discuss a temporary modified duty arrangement.

Temporary modified duty assignments require the employee and District to understand the following responsibilities:

The District is responsible for ensuring the employee is not given assignments that exceed the medical work restrictions. If any assignments are questionable, the District should discuss them with the employee before the tasks are performed, and a follow-up medical statement may be requested from the treating qualified practitioner to ensure the injury will not be aggravated.

An employee is not to exceed the work restrictions indicated by the treating qualified practitioner on the medical release. If the disabled employee at any time believes that a work requirement exceeds the restrictions, the employee is not to perform that task, but should consult the District for direction. An employee needs to keep the District informed of any medical appointments, and provide updated medical status reports while on modified duty, and as may be requested by the supervisor.

## **CHAPTER 17. FURLOUGH**

### **Authority**

The District may temporarily furlough employees as authorized by the Board of Directors. The provisions of this Chapter shall apply to all District employees.

### **Causes**

Furlough may be imposed in cases of financial hardship as determined by the Board of Directors.

### **Implementation**

Furlough may be imposed as a block of time, as a portion of a pay period, as an increment of a workday or in such other manner as best serves the needs of the District as determined by the Executive Director in accordance with the direction of the Board of Directors.

To the extent possible, reduction in pay as a result of furloughs shall be spread over the remainder of the fiscal year to minimize the impact on any given pay period.

### **Continuation of Wages and Benefits**

When a furlough is imposed for a specific time period, an employee who is placed on furlough shall not be entitled to payment of wages, salary or any other form of compensation for the time designated as furlough. An employee who is placed on furlough may not use vacation, administrative leave, compensatory time off, sick leave or any other form of paid leave during the furlough.

When a furlough is imposed and the time off is at the discretion of the employee with District approval, the employee shall not be entitled to payment of wages, salary or any other form of compensation for the day/hours so chosen as furlough leave. On the day/hours chosen for furlough employee may not use vacation, administrative leave, compensatory time off, sick leave or any other form of paid leave during the furlough.

To the extent possible, the District will attempt to spread the cost over of a furlough over 26 pay period or the remaining pay periods in a fiscal year if an emergency furlough is ordered.

An employee on furlough shall receive health and welfare benefits and shall accrue sick leave, vacation leave, and other leaves which are accrued on the basis of time worked.

The period of furlough shall not be considered a break in service and shall be considered time worked for purposes of length of service, seniority, and eligibility for health and welfare benefits.

### **Notice**

Not later than fifteen days (15) days prior to the furlough, the Executive Director shall provide written notice to each employee to be furloughed, which shall include the days or dates of the furlough.

Should a decision be made by the Board of Directors that the duration or application of the furlough is to be revised, amended or cancelled in whole or in part, the Executive Director shall provide written notice of such revision, amendment or cancellation as soon as is practicable after such action by the Board of Directors.

## **CHAPTER 18. LAYOFF**

### **Authority**

The Board of Directors may take action to lay off employees for lack of funds, lack of work, operational reasons, or other such circumstances where the District determines it is necessary to reduce its workforce. The provisions of this Chapter shall apply to all District employees.

### **Implementation**

The Executive Director shall be responsible for identifying the targeted classes and/or positions to be eliminated through layoff, and for implementing the layoffs consistent with the general direction provided by the Board of Directors.

### **Notice**

Not later than twenty-one (21) days prior to the scheduled layoff, the Executive Director shall provide written notice to each employee of such layoff, which shall include the following:

1. The reason for the layoff;
2. The effective date of the layoff;
3. The displacement rights of the employee; and
4. The employee's rights relating to the layoff including the right to appeal the layoff.

Should a decision be made that the layoff is to be revised, amended or cancelled, the Executive Director shall provide written notice of such decision to the employee as soon as is practicable.

### **Seniority**

Seniority for purposes of layoff, unless otherwise specified below, shall be based upon the date of hire into a regular District position. Any break in employment shall result in the assignment of a new date of hire except that any employee who regains employment after layoff shall regain the seniority they had prior to layoff and shall have their date of hire prior to layoff restored.

### **Order of Layoffs**

Layoffs will be made with credit given for Districtwide seniority.

Prior to making the layoffs, all placements from temporary agencies doing work that would otherwise be assigned to those employees scheduled for layoff shall be released.

The order of layoff of employees in the affected departments after the release of Extra Help and Limited Term employees shall be in the inverse order of seniority. Such layoff shall be strictly by seniority without regard to full-time or part-time employment.

Unless otherwise indicated above, where employees have the same seniority and the same order of layoff they shall jointly participate in a determination of seniority by a drawing of numbered lots with the convention of the lowest number drawn being the last in order of layoff and the highest number drawn being the first in order of layoff.

**Seniority Lists**

Whenever a layoff has been authorized, the Executive Director shall make available a listing of all District employees by class and seniority dates.

**Displacement Rights ("Bumping" Rights)**

An employee scheduled to be laid off has the right to displace another employee in the following manner.

Any employee designated to be laid off may bump into any lower position of equivalent FTE status in their current class series provided they are willing to accept the reduced compensation level and they meet the minimum qualifications.

If this manner of displacement is not possible, any employee who is designated to be laid off and has been employed in another position, they may bump back (in sequence of most recently held) to their former position, provided that such position(s) has not been abolished, they are willing to accept the reduced compensation level, and they meets the minimum qualifications.

In no circumstance may an employee scheduled for layoff displace another employee of lower seniority who is filling an at-will position nor may the employee scheduled for layoff return to a position formerly held as an at-will position.

Requests from the employee scheduled to be laid off to exercise displacement rights (to bump another employee) shall be made in writing to the Executive Director within ten (10) days of the date of the notice of layoff.

**Reassignment In-Lieu of Layoff**

The Executive Director shall make an effort to place an employee who has been notified of an impending layoff into another vacant position for which the employee meets the minimum qualifications.

In those circumstances where the reassignment will result in the employee scheduled for layoff taking a position where the rate of pay is less than what they currently earn, they must consent to the reduced rate of pay and must meet the minimum qualifications of the class.

**Time Off to Obtain Other Employment**

An employee who has been notified that they are scheduled for layoff shall be granted up to forty (40) paid hours, if a regular full-time employee, or a proportionate amount of paid hours if a regular part-time employee, for the sole purpose of obtaining other employment. Such time shall be used to submit job applications, take placement tests or attend interviews as part of a bona fide search for other employment and may be used in increments of one (1) hour or more by prior arrangement with the department.

**Reemployment List**

An individual who has been laid off, accepts another District position in lieu of layoff, is reduced in class due to layoff, or is displaced by layoff shall be placed on a reemployment list for a period of twenty-four months after the date of the layoff or displacement. Any vacancy occurring in the class from which

employees have been laid off or displaced shall first be offered, in order of seniority, to an individual on the reemployment list who meets the minimum qualifications of the class and is available to fill the vacant position within not more than ten (10) days.

The District shall make a reasonable effort to contact the laid off or displaced individual during normal business hours to advise them of the reemployment opportunity. Where an individual is unable to be contacted by telephone during normal business hours or fails to return the District's call within three (3) business days, the District will have been deemed to have made a reasonable effort to contact the person and shall move to the next most senior individual on the reemployment list qualified for the position being offered. An individual on the reemployment list shall be responsible for providing the Executive Director with a current telephone number where he/she can be reached during normal business hours.

An individual on the reemployment list may decline up to three (3) offers of reemployment. After declining three (3) offers of reemployment or at the expiration of twenty-four (24) months, the person's name shall be removed from the reemployment list.

An individual on the reemployment list may accept an Extra Help or Limited Term position without losing his/her status on the reemployment list.

#### **Reinstatement of Benefits**

An employee who is reemployed from the reemployment list and who did not receive a sick leave payout or retirement service credit upon layoff, shall have his/her accrued sick leave restored and shall accrue sick leave and vacation at the same rate he/she was accruing prior to layoff. The status of the employee in relation to his/her seniority shall be the same as existed at the time of layoff.

#### **Appeal of Layoff**

An employee who received a notice of layoff shall be entitled to request a hearing by the Executive Director or designee prior to the effective date of the layoff. A hearing shall be granted if the employee alleges specific facts on their appeal form which, if true, would cause such appeal to be granted. Such a request shall be made within five (5) days of service of the notice of layoff. Failure to make such a request shall waive the right to hearing. At said hearing, the employee may challenge only the determination of seniority, bumping rights, and material compliance with this procedure. The employee shall have the right to representation of their choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the Executive Director or designee shall issue an order affirming or revoking the layoff of the employee. Unless the order is to revoke the layoff, the employee shall be laid off on the date set forth in the notice.

If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Executive Director.

Filing of an appeal to the Executive Director shall not relieve the employee of the obligation to assert their bumping rights within the required time frame.



## **CHAPTER 19. DISCIPLINARY ACTION**

### **Disciplinary Action Authorized**

The Executive Director may take disciplinary action, up to and including termination, against an employee for just cause.

### **Just Cause**

Just cause for purposes of this Chapter shall be defined as follows:

1. Incompetency or inefficiency on the job;
2. Insubordination;
3. Intoxication while on duty;
4. Dishonesty or fraud;
5. Negligence or willful damage to public property or the waste of public supplies or equipment;
6. The violation of any proper policy, regulation or lawful order made and given by a superior;
7. The falsification of an employment application or other personnel record;
8. Unauthorized absences from duty;
9. Substantial off duty misconduct reasonably and directly related to the employee's public duties; or
10. Conviction of a felony.

### **Ineligibility for Employment**

A person shall be determined to be ineligible for continued employment for any of the following reasons:

1. Conviction of any crime which renders the person unsuitable for a position in a class.
2. Failure to maintain valid certification or licensure required for the position.

A person who has been convicted of any crime which renders the person unsuitable for a position in a class shall be ineligible for employment in such class; provided, however, the Executive Director may disregard such conviction if they find and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, the length of time that has elapsed since such conviction, the age of the person at the time of the conviction, or that the conviction is not reasonably related to the qualifications, duties, or functions of the class in question.

Where the minimum qualifications for a position include valid certification or licensure and the employee fails to maintain the required certification or license, he/she will be deemed ineligible for continued employment.

## **CHAPTER 20. RECORDS, REPORTS AND NOTICES**

### **Personnel Files**

A personnel file shall be generated by the District upon hire for each person directly employed by the District. Such files shall serve as the authorized or official record of employment for all purposes. Copies of documents and notes kept by others are not considered official personnel files.

### **Maintenance of Personnel Files**

The official District personnel files shall be maintained by and kept by the Executive Director or designee, except that files for employees who have left District service may be archived.

### **Contents**

The official personnel file typically will contain the following:

1. Personnel Action Forms
2. Personnel Data Forms
3. Benefit Action Forms
4. Supplemental benefits enrollment forms
5. Beneficiary designation forms
6. Medical provider designation forms
7. Performance appraisal forms and any responses made to them by the employee
8. Disciplinary letters, notices, and orders
9. Letters of commendation or recognition
10. Copies of any authorizations given by the employee for the file to be reviewed by another
11. Evidence of any licensure required to perform the employee's assigned duties In no event shall the official personnel file contain the following:
  12. Any written record of a medical diagnosis, medical examination result, or medical status
  13. Any written record of immigrant status
  14. Any record of disciplinary action proposed but either not ordered or otherwise prohibited by legal settlement
  15. Letters of complaint against the employee unless part of the record of an ordered disciplinary action
  16. I-9 or other form indicating legal status to work
  17. Information obtained from background investigations and/or reference checks
  18. Any document of which the employee has not been made aware

### **Employee Medical Information**

A medical file shall be established for each employee that shall be maintained separate and apart from the official personnel file. The medical file will typically contain written records of a medical diagnosis, medical examination result, or medical status including, but not limited to:

1. Pre- and/or post-employment medical exams such as periodic physicals and fitness for duty examinations
2. Substantiation of sick leave usage
3. Requests for Reasonable Accommodation under the Americans with Disabilities Act (ADA) and/or Fair Employment and Housing (FEHA)
4. Requests and documentation required by the Family Medical Leave Act (FMLA), District Disability Insurance, Catastrophic Leave Program, or State Disability Insurance/Paid Family Leave
5. Documentation associated with the Return to Work Injury Management Program
6. Worker's Compensation claims and status reports

7. Release of Personal Information (Responding to Reference Checks)
8. Requests received for standard employment verification (i.e., dates of employment, positions held, confirmation of salary, and eligibility for rehire) for current or former employees shall be forwarded for completion to the Executive Director or designee. Letters of recommendation and/or additional employment reference information may be at the request of the employee.

### **Inspection of Personnel Files**

Personnel information concerning an employee is confidential. An employee or former employee shall have the right to inspect their personnel file upon request and proof of identity. Such review must occur within the sight of the Executive Director or designee. The Executive Director or designee shall make the file available to the employee as soon as is practicable. An employee shall have access to all material in their personnel file and shall be provided a copy of the materials in their file upon request.

Only those persons with a “need to know” or “right to know” as determined by the Executive Director or designee may access an employee’s personnel file. “Right to know” shall include a review of the employee’s personnel file as part of the competitive hiring process of the District. A third-party review of an employee personnel file may only be allowed with a signed release from an employee or former employee.

### **Inclusion of Documents into the Personnel File**

Documents to be placed into the official personnel file should be forwarded to the Executive Director or designee as soon as possible after they are generated. The Executive Director or designee shall incorporate them into the official personnel file as soon as practicable so that the personnel file is kept current.

No employee may add a document to, remove a document from, or modify a document in the official personnel file unless specifically authorized by the Executive Director.

### **Removal of Documents from the Personnel File**

No document may be permanently removed from the official personnel file without the authorization of the Executive Director.

### **Responding to Subpoenas for Personnel Records**

It is the District’s policy that protection of confidentiality is of prime importance when responding to subpoenas. Subpoenas directed to District or subpoenas for personnel records must be personally served to the Executive Director or designee.

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Contract with Regional Government Services for Interim Financial Management Services	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5f</b>  <b>Deliberation/*Action</b>
		<b>Attachments:</b> <input checked="" type="radio"/> <b>Yes</b> <input type="radio"/> <b>No</b>
<b>Prepared By: A. Bernstein</b>		<b>Meeting Date: December 13, 2021</b>

**RECOMMENDATION:**

Approve a contract with Regional Government Services to provide interim financial management and an assessment of YCTD financial management systems.

**REASON FOR RECOMMENDATION:**

YCTD's former Deputy Director for Finance, Grants and Procurement recently retired. Her last day with YCTD was Friday, December 3. Rather than immediately post a recruitment for a permanent replacement, staff is proposing to temporarily contract out this role. Doing so has the following benefits:

- It will take time to recruit the right candidate, so a contract financial services manager can ensure that ongoing financial obligations and reporting deadlines are met until we fill the permanent position;
- Both YCTD Board and staff had previously expressed an interest in updating and modernizing our finance and administrative systems, which would likely require outside expertise. The scope of work for RGS includes an assessment of YCTD's finance and administrative practices, policies and systems and will deliver a set of recommendations.
- This assessment of our current practices and systems could potentially result in a substantial change to the duties and responsibilities of the Deputy Director. For example, it has been suggested that the Deputy Director should also oversee Human Resources, a responsibility which currently rests with the Executive Director.
- The RGS scope of work also includes recruitment services for hiring a permanent replacement, and they will be uniquely positioned to understand YCTD's needs in this respect by virtue of their day to day work with the District.
- YCTD's annual audit was scheduled to begin in December, and we have pushed back the start date until late January. The audit cannot be postponed beyond the end of January, and it is essential that we have senior level finance staff to work with the auditors.

In selecting an interim financial manager, YCTD staff consulted with Interim Yolo County Administrator (and former Chief Financial Officer) to identify options. We contacted two Yolo County annuitants with financial management backgrounds, and reached out to three consulting firms, including Regional Government Services. Among these five contacts, two expressed interest and Regional Government Services was selected as the

preferred firm due to their responsiveness, the quality of their team, and the breadth of services offered.

The scope of work for this contract includes the following elements.

1. Provide consultative services to the Executive Director to assure continuity and continuous improvement in the Agency's financial processes.
2. Assess the status of the Agency's finance and administrative practices, policies, and systems, and recommend best practices, policies, and resources. (e.g., in areas such as procurement, budget development, budget controls, capital funding, vehicle replacement, payroll, etc.)
  - 2.1. Meet with management, key staff and other relevant stakeholders to identify current practices and issues.
  - 2.2. Review existing policies, procedures, and other documents critical to identifying and evaluating the organization's finance practices and procedures.
  - 2.3. Develop a work plan in consultation with the Agency's Executive Director consisting of action plans and timelines for accomplishment of high-priority recommendations, including identification of appropriate resources to support timely and effective implementation.
  - 2.4. Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of financial management practices.
3. Advise the Agency on selection, procurement, and implementation of a modern payroll system.
4. Facilitate the successful completion of the Agency annual audit, which is expected to begin January 2022.
5. Provide recruitment services for a Deputy Director of Finance and Human Resources.

The contract, if approved, would take effect immediately and would end December 31, 2022, or sooner with 30 days notice, without cause. Staff's expectation is that the contract would last 3-6 months. Work on the assessment and preparation for the audit would begin right away, and the recruitment for the permanent hire following shortly thereafter.

## **BUDGET IMPACT:**

The not-to-exceed cost for the services in this contract is \$150,000, excluding incidentals such as travel and advertising costs. Some advertising costs (up to \$5000) are anticipated for the recruitment, and travel costs will be minimal as most, if not all, work will be performed remotely.

Costs will be invoiced monthly based on actual hours worked. The budget assumes 35 hours a week of RGS staff time through the end of April, assuming a new Finance Manager is recruited and begins May 1. Costs will be frontloaded as the majority of work will be performed in the early months of the contract, however the budget does allow for continued support through June, should the recruitment take longer than anticipated.

Approximately half the cost of this contract will be offset by a reduction in staff salary associated with the vacant Deputy Director position. Furthermore, three new positions approved in the FY 21-22 budget are not anticipated to be filled until January 1, resulting in six months worth of savings in salary costs. These cost savings will easily offset the remaining costs associated with this contract.

RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

### **Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

### **How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## **Agreement for Management and Administrative Services**

**This Agreement** for Management Services (“Agreement”) is made and entered into as of the 13<sup>th</sup> day of December 2021, by and between the **YOLO COUNTY TRANSPORTATION DISTRICT**, a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### **RECITALS**

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.



## **Section 2. Term of Agreement and Termination.**

- 2.1** Services shall commence on or about December 13, 2021, and this Agreement is anticipated to remain in force to December 31, 2022, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91<sup>st</sup>) continuous day with no billable service hours. After the ninety-first (91<sup>st</sup>) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 3. Compensation.** Payment for services under this Agreement shall not exceed \$150,000 and shall be as provided in the **Exhibits**.

**Section 4. Effective Date.** This Agreement shall become effective on the date first herein above written.

## **Section 5. Relationship of Parties.**

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

**5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

**5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

**5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.

**5.4** RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

**5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.

**5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. General Liability Coverage.** RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**6.1 Workers' Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

## **6.2 Commercial General, Automobile, and Professional Liability Coverages.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

**6.2.2 Minimum scope of coverage.** RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

## **6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

**6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

## **Section 7. Legal Requirements.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **Section 8. Keeping and Status of Records.**

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may be amended or modified only by written Agreement signed by both Parties.

**Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. Venue/Attorneys' Fees.** Any suit or action initiated by either party shall be brought in Yolo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 16. Entire Agreement.** This Agreement, including the **Exhibits**, comprises the entire Agreement.

## **Section 17. Indemnification.**

### **17.1 RGS' indemnity obligations.**

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

#### **Training disclaimer**

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

### **17.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**17.3 Obligations and indemnity related to defined benefit retirement plan participation.**

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) ("Retirement Program"), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency's employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any payment that Agency is required as a result to make to the Retirement Program, whether in the form of employee and/or employer contributions or any similar obligations as well as for the payment of any penalties and interest on such payments.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

**Agency:** Yolo County Transportation District  
350 Industrial Way  
Woodland CA 95776

**RGS:** Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email: [contracts@rgs.ca.gov](mailto:contracts@rgs.ca.gov)



Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: \_\_\_\_\_ **Agency**

By: \_\_\_\_\_  
Autumn Bernstein, Executive Director

DATED: \_\_\_\_\_ **Regional Government Services Authority**

By: \_\_\_\_\_  
Richard H. Averett, Executive Director

## Exhibit A

### **Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

**Payment Process/Address.** RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager  
(831) 308-2718 | [jkise@rgs.ca.gov](mailto:jkise@rgs.ca.gov)

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority  
PO Box 1350 | Carmel Valley, CA 93924

### AGENCY CONTACTS

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Autumn Bernstein, Executive Director	aBernstein@Yctd.org

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Autumn Bernstein, Executive Director	aBernstein@Yctd.org

### RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$135 to \$270
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115

\*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

## Exhibit B

**Scope of Services.** Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall provide a range of consultative services, which may include but is not limited to performing any or all of the functions described below:

1. Provide immediate ongoing consultative services to the Executive Director to assure continuity and continuous improvement in the Agency's financial processes including coaching of staff, and other projects.
2. Assess the status of the Agency's finance and administrative practices, policies, and systems, and recommend best practices, policies, and resource. (e.g., in areas such as procurement, budget development, budget controls, capital funding, vehicle replacement, payroll, etc.)
  - 2.1. Meet with management, key staff and other relevant stakeholders to identify current practices and issues.
  - 2.2. Review existing policies, procedures, and other documents critical to identifying and evaluating the organization's finance practices and procedures.
  - 2.3. Develop a work plan in consultation with the Agency's Executive Director consisting of action plans and timelines for accomplishment of high-priority recommendations, including identification of appropriate resources to support timely and effective implementation.
  - 2.4. Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of financial management practices.
3. Advise the Agency on selection, procurement, and implementation of a modern payroll system.
4. Facilitate the successful completion of the Agency annual audit, which is expected to begin January 2022.
5. Provide recruitment services for a Deputy Director of Finance and Human Resources.
6. This work may be done onsite or remotely. Projects and activities may be modified on request of the Agency. Agency will be invoiced for the actual hours worked. The hourly bill rate does not include mark-up for direct external costs (including travel cost such as mileage and tolls) which will be invoiced to Agency without markup.
7. The RGS Project Lead may direct work to other RGS staff with equal or lower bill rates, as needed to provide for effective services.

**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Contract with Sloan Sakai LLC for Specialized Legal Services	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5g</b> <b>Deliberation/*Action</b>	
		<b>Attachments:</b>	<div><div>Yes</div>No</div>
<b>Prepared By: A. Bernstein</b>		<b>Meeting Date: December 13, 2021</b>	

**RECOMMENDATION:**

Approve a contract with Sloan, Sakai, Yeung & Wong LLP to provide counsel on the I-80 Managed Lanes project.

**REASON FOR RECOMMENDATION:**

Due to the unprecedented and specialized nature of the I-80 Managed Lanes project for YCTD, staff recommends engaging outside expertise to advise the staff and Board on issues related to the project. Kirk Trost of Sloan, Sakai, Yeung & Wong LLP is uniquely qualified due to his experience as in-house counsel to the Sacramento Area Council of Governments (SACOG), where he advised the agency on matters related to interagency cooperation on a variety of transportation planning and funding matters, including highway projects involving Caltrans District 3.

At its November 19, 2021 meeting, the 80 Managed Lanes Ad Hoc Committee recommended approval of the contract. The draft contract (aka ‘engagement letter’) from Sloan Sakai is attached. The contract has been reviewed by YCTD counsel.

**BUDGET IMPACT:**

Attachment 1 proposes draft terms and conditions for this contract. There is no retainer fee; YCTD would pay by the hour for services provided. Staff proposes a not-to-exceed amount of \$25,000 through the end of this current fiscal year. This can be accommodated in our existing consulting budget.

## Attachment 1: Draft Engagement Letter from Sloan Sakai

### Draft Engagement Letter

Autumn Bernstein, Executive Director  
Yolo County Transportation District  
350 Industrial Way  
Woodland CA 95776

Re: Engagement of Legal Services

Dear Ms. Bernstein:

Thank you for retaining Sloan Sakai Yeung & Wong LLP (“SSYW”), to perform legal services in connection with I-80 Managed Lanes Project. We appreciate the opportunity to serve as your lawyers and look forward working with you on this matter.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We will provide legal services as requested in connection with the I-80 Managed Lanes Project. Our work is limited to such services. We will provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.
2. **Fees and Personnel.** As compensation for our services, my hourly fee will be based on my current preferred billing rate for the Sacramento Area Council of Governments (SACOG) at the time such services are rendered. The current hourly rate for SACOG is \$330/hour. A fee schedule for other staff is shown on Attachment 1.

I will be the partner in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. Hourly rates are subject to reasonable change, usually in January of each year.

The budget for this matter will not exceed \$25,000 through June 2022, unless extended and agreed to by the parties in writing.

3. **Billing and Payment Responsibilities.** We will send monthly invoices which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

SSYW charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client’s behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, court reporting/transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. SSYW also bills for time spent traveling on a client’s behalf at our normal hourly rates.

In addition, if SSYW is asked to contract directly with a non-SSYW consultant (e.g. expert witness or workplace investigator) on a client's behalf, a 2% contract administration fee will be added to the expert's or consultant's bill to cover SSYW's costs in administering the contract.

4. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent of for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **Post-Termination/Post-Project Services.** If you require additional services from SSYW after the termination of a project or after a project concludes, you agree to pay SSYW for any services rendered at the billing rates in effect at that time. Examples of such services include, but are not limited, responding to subpoenas or discovery, preparing for and providing testimony at a deposition, trial or hearing.
6. **Insurance.** During the term of this agreement, SSYW will maintain general liability and property damage insurance in the amount of \$1,000,000; lawyers professional liability insurance in an amount of \$2,000,000 per occurrence/\$4,000,000 aggregate; consultant (non-attorney) professional liability insurance in an amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. These policies will not be canceled, nor these limits reduced unless at least ten days advance written notice be given to you.
7. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
8. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
9. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
10. **Use of "Of Counsel" Independent Contractors.** Our firm maintains agreements with experienced "Of Counsel" attorneys who are not employees of SSYW, but are rather considered independent contractors. These Of Counsel attorneys may also practice law separate and apart from SSYW. Of Counsel attorneys are billed at the same rate, and meet the same exceptional performance standards, as comparable attorneys employed by SSYW. By signing this letter, you are consenting to SSYW's use of Of Counsel attorneys, if necessary for your representation.
11. **Document Retention/Destruction.** SSYW is endeavoring to be a "paperless" law firm. To that goal, SSYW attempts to minimize the generation and retention of documents. As a general rule, SSYW does not keep "hard" copies of pleadings, discovery, correspondence, or other documents associated with a project unless there is a need to maintain an original. Instead, documents are electronically scanned and maintained

on the firm's network system. If you would like to have hard copies of documents forwarded to you please let us know. You will of course have the right to an electronic copy of any document associated with your matter at any time. Once our representation ends for any particular matter, SSYW's policy is to maintain records for a period of five (5) years. If you wish to obtain a full copy of our records for any particular project, we ask that you inform us of that desire at the outset of the project or at its conclusion. Otherwise, any records associated with a particular project will be destroyed after five (5) years.

**12. Disclosure of and Consent to Potential Conflict.** As you are aware, and as we have discussed, SSYW represents the Sacramento Area Council of Governments (SACOG) as General Counsel. We also provide special counsel services to the City of West Sacramento (City) for real estate acquisitions.

We do not believe there is any conflict of interest in SSYW providing legal services to these entities and to the Yolo County Transportation District (YCTD). However, we are aware that SACOG and YCTD occasionally have funding agreements and other business transactions with each other, and that SSYW may be asked to advise SACOG on such matters. We are also aware that the positions of SACOG and YCTD could diverge on the Project. Due to this potential for a conflict of interest among or between these parties, SSYW is including this disclosure. We will also make a similar disclosure to SACOG.

With respect to the City, while we do not represent the City on any matters that relate to YCTD, we are aware that the positions of the City and YCTD could diverge on the Project and that such divergence could create the potential for a conflict of interest. Therefore, SSYW is including this disclosure. For the reasons stated below, we do not intend to make a disclosure to the City of West Sacramento at this time because our engagement with it does not include matters relating to the Project.

Conflicts of interest are governed by Rule 1.7 of California Rules of Professional Conduct. Rule 1.7 states that "[a] lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter." Further, under Section 1.7(b), "[a] lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests." Rule 1.7(d) states that the representation under Rule 1.7 is permitted only if there is compliance with 1.7(a) -1.7(c) and if:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

The Comments to Rule 1.7 state that 1.7(a) and 1.7(b) "apply to all types of legal representations, including the concurrent representation of multiple parties . . . in a single transaction or in some other common enterprise . . ."

Again, we have concluded no current conflict exists in our representation of YCTD, SACOG, and the City. We further attest to our belief that we will be able to provide competent and diligent representation to each of our clients. However, although remote, we do think the potential for conflict exists and that we should disclose the details of that potential.

#### Summary of Potential Conflict Issues

SACOG. As noted above, SACOG and YCTD have various business and funding arrangements. As SACOG's General Counsel, we may be asked to advise SACOG on such arrangements. In the event we



are asked to provide such advice, we will provide notice to you and seek a conflict waiver if appropriate. With respect to our specific representation of YCTD in connection with the I-80 Managed Lanes Project, SACOG has an interest in the Project as the Regional Transportation Planning Agency and the Metropolitan Planning Organization, with all the responsibilities that those designations entail. To date, SACOG and YCTD have acted collaboratively and with shared goals regarding the Project. Nevertheless, we also acknowledge that it is possible SACOG's and YCTD's interests concerning the Project could diverge. We believe the probability of such divergence is small. However, if such circumstances arose, we would immediately notify you; similarly, you should immediately notify us if you become aware of such circumstances. While we would discuss the circumstances and conflict with you and with SACOG, and the potential for a waiver exists, we would likely withdraw from representation of YCTD considering our longstanding relationship with SACOG.

City of West Sacramento. As noted, SSYW represents the City on certain real estate matters. We do not believe this representation presents a conflict of any kind. We do acknowledge, however, that a conflict could develop between the City and YCTD over the Project. We believe the probability of such conflict is small. However, in such circumstances, it is possible that a potential conflict could arise. As noted in Rule 1.7, even though the matters of representation are unrelated, in such circumstances the concern is that the lawyer's advocacy for one client could be comprised by the desire to satisfy another client. Therefore, similar to SACOG, if we become aware of divergence of positions on the Project by YCTD and the City of Sacramento, we would immediately notify you; again, you should immediately notify us if you become aware of such circumstances. In those circumstances, we would discuss the potential conflict with you and the City and seek a waiver if appropriate.

By signing below, YCTD consents to SSYW's concurrent representation of YCTD, SACOG, and the City, based on the above-mentioned disclosures.

Very truly yours,

Kirk E. Trost  
Partner

KET:ama  
Enclosures

cc: Billing Department  
Philip Pogledich  
Hope Welton

These terms are accepted and agreed to as of the date of this letter.

By: \_\_\_\_\_  
Autumn Bernstein  
Executive Director

## ATTACHMENT 1

### Public Sector Fee Schedule

Effective January 1, 2021 to December 31, 2021

Partners:	\$300 - \$450
Of Counsel:	\$265 - \$385
Senior Counsel:	\$275 - \$385
Associates:	\$215 - \$275
Law Clerks:	\$145 - \$185
Paralegals:	\$105 - \$175
Analysts	\$95 - \$135
Consultants:	\$160 - \$275

These rates are reviewed and may be adjusted annually, generally in January of each year.

## ATTACHMENT 2

### SLOAN SAKAI YEUNG & WONG LLP STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

**Professional Fees.** Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

**Billing and Payment Procedures.** Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, SSYW charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. SSYW also bills for time spent traveling on a client's behalf at our normal hourly rates.

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Adopt Resolution Relative to Health Benefit Changes	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5h</b>	
		<b>Deliberation/* Action</b>	
		<b>Attachments:</b>	<div><div>Yes</div>No</div>
<b>Prepared By: K. Souza</b>		<b>Meeting Date: December 13, 2021</b>	

**RECOMMENDATION:**

Staff recommends that the Yolo County Transportation District Board of Directors adopt the attached Resolution R2021-09 Resolution Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act for Non-Management Employees.

**REASON FOR RECOMMENDATION:**

The District has been paying the same fixed amount contributions toward health care for non-management employees since 2014. With the significant raises in premiums for the health care offered by CalPERS, this means that employees are receiving a diminished benefit every year. Staff recommends that YCTD's contribution should be indexed to the cost of the plans so that the benefit remains constant over time. Staff believes this is in the best interest of retaining current employees and attracting new applicants.

**BACKGROUND:**

The first withholding using the revised formula will be in January 2022.

**BUDGET IMPACT:**

The existing budget can accommodate this increase.

**RESOLUTION NO. 2021-09**  
**FIXING THE EMPLOYER CONTRIBUTION**  
**UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**  
**AT AN UNEQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**  
**WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**  
**002 NON-MANAGEMENT**

- WHEREAS, (1) **Yolo County Transportation District** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Non-Management**; and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- WHEREAS, (4) Government Code Section 22892(c) provides that, notwithstanding Section 22892(b), a contracting agency may establish a lesser monthly employer contribution for annuitants than for employees, provided that the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by five percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **90% of the Western Health Advantage Basic Region 1/Kaiser Medicare Region 1/Kaiser Combination Region 1 premium** per month; and be it further
- RESOLVED, (b) That the employer contribution for each annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amount prescribed by Government Code Section 22892(c), plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (c) That the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by five percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees; and be it further
- RESOLVED, (d) That this annual adjustment to the minimum monthly employer contribution for annuitants shall not exceed one hundred dollars (\$100.00); and be it further

- RESOLVED, (e) **Yolo County Transportation District** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (f) That the participation of the employees and annuitants of **Yolo County Transportation District** shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Yolo County Transportation District** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (g) That the executive body appoint and direct, and it does hereby appoint and direct, the Clerk to the Board to file with the Board a verified copy of this resolution, and to perform on behalf of **Yolo County Transportation District** all functions required of it under the Act; and be it further
- RESOLVED, (h) That coverage under the Act be effective on **February 1, 2022**.

Adopted at a regular meeting of the Board of Directors at Woodland, CA, this 13th day of December, 2021.

Signed: \_\_\_\_\_  
Chairman of the Board

Attest: \_\_\_\_\_  
Clerk to the Board

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

Topic: Update YCTD Staff Salary Ranges and Compensation Packages	Agenda Item#:  Agenda Type:	5i  Deliberation/*Action	
		Attachments:	<div><div>Yes</div>No</div>
Prepared By: A. Bernstein		Meeting Date: December 13, 2021	

**RECOMMENDATION:**

Adopt Authorized Position and Salary Resolution to increase salary ranges for YCTD staff to make all salary ranges consistent with findings of April 2021 salary comparison survey.

**REASON FOR RECOMMENDATION:**

An April 2021 salary comparison survey conducted by YCTD staff and reviewed by the Executive Director in November 2021 found that current salaries are, on average, 5% lower than the bottom of the comparable salary range, and 24% lower the top of the comparable salary range. With four positions currently vacant and another two vacancies soon to be advertised, these disparities may interfere with YCTD's ability to attract and retain quality staff.

In recognition of this fact, the YCTD Board of Directors included in its 2021-2022 budget an Administrative Reserve of \$97,083. This reserve was set aside to "allow the new Executive Director the opportunity to review the most recent salary survey conducted and recommend salary range adjustments to the Board."

It is the Board's responsibility to set salary ranges and it is the Executive Director's responsibility to implement salary increases for each employee within the Board-approved range. For this round of salary increases, the Executive Director is proposing a combination of merit-based pay increases and a cost of living adjustments within the bounds of the Administrative Reserve. As outlined in the new personnel policies, future salary increases would be based upon annual performance reviews, with the option to separately grant an annual cost of living adjustment at the Board's discretion.

In reviewing the findings of the comparison survey, it is clear that across the board adjustments are necessary to ensure every member of the YCTD staff is, at minimum, brought into the comparable range. To bring all YCTD staff to the bottom of the comparable range, without regard for performance, would cost \$34,007 annually. To bring all YCTD staff to the top of the range would cost \$211,982 annually.

I am proposing a set of salary increases that would cost \$77,319 annually and would be retroactive to July 1, 2021, within the Administrative Reserve amount that was set aside in the budget.

**BUDGET IMPACT:**

No impact. The proposed increases fall within than the Administrative Reserve set aside in the FY 2021-22 budget.

**Resolution No. \_\_\_\_\_**

**Authorized Position and Salary Resolution**

The YCTD Board of Directors hereby approves and authorizes the Chair to sign an amendment to the Authorized Salary and Position Resolution as follows:

Classification Title		Annual Salary Range	
Effective Date	FTE		Narrative
Deputy Director Operations, Planning and Special Projects  July 1, 2021	1.0	\$135,830 – \$164,300	Updates the salary range consistent with salary comp survey conducted in April 2021. Eliminates the benefits package and car allowance worth \$13,140 annually.  This results in an annual fiscal impact of up to \$40,931 at the top of the range.
Deputy Director, Finance, Grants and Procurement  July 1, 2021	1.0	\$132,174 - \$162,491	Updates the salary range consistent with salary comp survey conducted in April 2021. Eliminates the benefits package and car allowance worth \$12,200 annually.  This results in an annual fiscal impact of up to \$30,558 at the top of the range.
IT Specialist  July 1, 2021	1.0	\$97,951 – \$123,295	Updates the salary range consistent with salary comp survey conducted in April 2021.  This results in an annual fiscal impact of up to \$17,083 at the top of the range..
IT Systems Support Tech  July 1, 2021	1.0	\$53,875 - \$66,595	Updates the salary range consistent with salary comp survey conducted in April 2021.  This results in an annual fiscal impact of up to \$16,076 at the top of the range..
Senior Transportation Planner  July 1, 2021	1.0	\$96,473 - \$119,519	Updates the salary range consistent with salary comp survey conducted in April 2021.  This results in an annual fiscal impact of up to \$30,093 at the top of the range..
Assistant Transportation Planner  July 1, 2021	1.0	\$65,741 - \$81,768	Updates the salary range consistent with salary comp survey conducted in April 2021.  This results in an annual fiscal impact of up to \$18,364 at the top of the range..
NEW: Executive Assistant and Clerk of the Board  July 1, 2021	1.0	\$71,623 - \$93,212	Creates a new classification to replace the Executive Assistant and proposes a salary range consistent with salary comp survey conducted in April 2021.

			This results in an annual fiscal impact of up to \$19,588 at the top of the range.
Finance Associate  July 1, 2021	1.0	\$51,112 - \$62,377	Updates the salary range consistent with salary comp survey conducted in April 2021.  This results in an annual fiscal impact of up to \$9,210 at the top of the range.
NEW: Senior Finance and HR Associate  July 1, 2021	1.0	\$61,380 - \$77,569	Creates a new classification to replace one of two Finance Associates, adding new responsibilities for payroll and HR. Proposes a salary range consistent with salary comp survey conducted in April 2021.  This results in an annual fiscal impact of up to \$24,753 at the top of the range..
NEW: Procurements and Grants Specialist  July 1, 2021	1.0	\$74,748 - \$100,565	Updates the salary range for this new position based on an unsuccessful round of recruitments and feedback received from candidates who were offered, and declined, the position.  This results in an annual fiscal impact of up to \$5,324 at the top of the range..

<b>APPROVED BY THE YCTD BOARD OF DIRECTORS</b>	
RESOLUTION NO.: _____	DATE: _____
BY: _____, CHAIR	
ATTEST: Autumn Bernstein, Executive Director, YCTD	
BY: _____,	

<b>Deputy Director Planning</b>	<b>\$100,875</b>	<b>\$125,083</b>
Deputy County Administrator Yolo County	\$151,936	\$184,669
Community Development Director Davis (as of 7/21)	\$138,362	\$160,171
Director Community Development City of West Sacramento (as of 7/1/20)	\$150,000	\$180,000
Director of Community Development Winters	\$109,193	\$132,724
Dep. Director CD City of Woodland (as of 1/1/21)	\$119,129	\$152,729
<b>Mean, with Hi, Low out</b>	<b>\$135,830</b>	<b>\$164,300</b>
Adjustment needed for equity	34.7%	31.4%

<b>Deputy Director Finance</b>	<b>\$94,526</b>	<b>\$119,733</b>
Chief Financial Officer Yolo County 1/12/21	\$151,936	\$184,669
Finance Director City of Woodland (1/1/21)	\$114,748	\$147,303
Finance Director City of Davis (as of 07/19)	\$131,773	\$160,171
Finance Director West Sac (7/20)	\$150,000	\$180,000
Director of Financial Mgmt Winters (07/21)	\$109,193	\$132,724
<b>Mean, with Hi, Low out</b>	<b>\$132,174</b>	<b>\$162,491</b>
Adjustment needed for equity	39.8%	35.7%

	Start	Highest
<b>Information Technology Specialist: YCTD</b>	<b>\$ 86,389</b>	<b>\$ 106,212</b>
City of West Sacramento Information Business Services Coordinator	\$ 93,012	\$ 113,040
Yolo County Information Technology Manager	\$ 112,742	\$ 137,040
City of Woodland Information Technology Manager	\$ 99,850	\$ 127,437
SACOG Information Technology Administrator	\$ 89,028	\$ 108,216
SacRT Information Technology Project Coordinator	\$ 85,068	\$ 119,100
City of Davis Information Technology Director	\$ 109,915	\$ 133,603
<b>Mean, with Hi, Low out</b>	<b>\$ 97,951</b>	<b>\$ 123,295</b>
Adjustment Needed for Equity	13.38%	16.08%

	Start	Highest
<b>Information Technology Assistant I: YCTD</b>	<b>\$ 45,055</b>	<b>\$ 54,766</b>
Yolo County Information Technology Asst.	\$ 47,533	\$ 57,777
City of Woodland Information Technology Technician I	\$ 54,895	\$ 70,061
SACOG Analyst I	\$ 57,396	\$ 69,756
Sacramento Regional Transit Information Technology Technician 1	\$ 59,736	\$ 83,628
City of Davis Computer Support Tech II	\$ 49,336	\$ 59,969
<b>Mean, with Hi, Low out</b>	<b>\$ 53,876</b>	<b>\$ 66,595</b>
Adjustment Needed for Equity	19.58%	21.60%

	Start	Highest
<b>Senior Transportation Planner: YCTD</b>	<b>\$77,322</b>	<b>\$96,320</b>
Woodland Senior Planner	\$ 86,100	\$ 109,888
W Sac Senior Planner	\$ 93,012	\$ 113,040
Davis Senior Planner	\$ 94,332	\$ 114,662
Sacramento Regional Transit District Senior Planner	\$ 86,304	\$ 120,840
Yolo County Senior Planner	\$ 86,182	\$ 104,754
<b>Mean, with Hi, Low out</b>	<b>\$ 91,148</b>	<b>\$ 112,530</b>
Adjustment Needed for Equity	17.88%	16.83%

	Start	Highest
<b>Assistant Transportation Planner: YCTD</b>	<b>\$56,334</b>	<b>\$ 70,158</b>
Woodland Assistant Planner	\$ 60,936	\$ 77,771
W Sac Assistant Planner	\$ 64,404	\$ 78,492
Yolo County Assistant Planner	\$ 62,102	\$ 75,485
SacRT Assistant Planner	\$ 70,716	\$ 98,940
Winters Assistant Planner	\$ 73,256	\$ 89,043
<b>Mean, with Hi, Low out</b>	<b>\$ 65,741</b>	<b>\$ 81,769</b>
Adjustment Needed for Equity	16.70%	16.55%

	Start	Highest
<b>Executive Assistant: YCTD</b>	<b>\$60,973</b>	<b>\$74,114</b>
Yolo County Executive Asst. - Co Admin	\$ 68,643	\$ 83,442
YSAQMD Administrative Operations Coordinator/Board Clerk	\$ 76,992	\$ 93,576
West Sacramento Executive Assistant to the City Manager	\$ 60,660	\$ 73,920
Placer County TPA Executive Assistant	\$ 80,196	\$ 102,348
SACOG Clerk to the Board/Executive Assistant	\$ 76,908	\$ 93,480
STA Clerk of the Board/Office Manager	\$ 90,492	\$ 109,992
<b>Mean, with Hi, Low out</b>	<b>\$ 71,623</b>	<b>\$ 93,212</b>
Adjustment Needed for Equity	17.47%	25.77%

	Start	Highest
<b>Finance Associate/Admin Assistant: YCTD</b>	<b>\$ 43,737</b>	<b>\$ 53,167</b>
Yolo County Accounting Technician	\$ 48,152	\$ 58,529
Davis Senior Accounting Assistant	\$ 44,766	\$ 54,413
West Sacramento Accounting Financial Specialist	\$ 57,132	\$ 69,444
Woodland Accounting Technician	\$ 50,964	\$ 65,052
SACOG Accounting Specialist	\$ 54,660	\$ 66,444
STA Accounting Technician	\$ 56,304	\$ 68,424
Sacramento Regional Transit Accounting Technician	\$ 50,086	\$ 59,301
Winters Accounting Technician	\$ 46,509	\$ 56,514
<b>Mean, with Hi, Low out</b>	<b>\$ 51,113</b>	<b>\$ 62,377</b>
Adjustment Needed for Equity	16.86%	17.32%

<b>Senior Finance Associate</b>		
SacRT Accountant 1	\$ 60,624	\$ 84,852
Davis Accounting and Fiscal Analyst 1	\$ 71,412	\$ 86,802
Winters Accountant	\$ 57,292	\$ 69,639
Woodland Accountant 1	\$ 59,159	\$ 65,052
STA Accountant 1	\$ 64,356	\$ 78,216
<b>Mean, with Hi, Low out</b>	<b>\$ 61,380</b>	<b>\$ 77,569</b>

<b>NEW POSITION</b>		
	Start	Highest
<b>Procurement and Grants Specialist: YCTD</b>		
W Sac Project Manager I	\$ 75,552	\$ 91,836
STA Project Manager	\$ 82,356	\$ 100,080
Sacramento Regional Transit Senior Grants Analyst	\$ 73,944	\$ 103,548
City of Roseville Management Grants Analyst	\$ 71,814	\$ 101,050
<b>Mean with Hi, Low out</b>	<b>\$ 74,748</b>	<b>\$ 100,565</b>

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

<b>Topic:</b> <b>New and Updated Position Descriptions</b> <ul style="list-style-type: none"><li>• Senior Planner for Multimodal Projects (new)</li><li>• Senior Finance and HR Associate (new)</li><li>• Executive Assistant and Clerk of the Board (updated)</li></ul>	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5j</b> <b>Deliberation/*Action</b>
		<b>Attachments:</b> <input checked="" type="radio"/> <b>Yes</b> <input type="radio"/> <b>No</b>
<b>Prepared By: A. Bernstein</b>		<b>Meeting Date: December 13, 2021</b>

**RECOMMENDATION:**

It is recommended that the Yolo County Transportation District (YCTD) Board of Directors approve the following new and updated position descriptions for:

1. Senior Planner for Multimodal Projects (new)
2. Senior Finance and Human Resources Associate (new)
3. Executive Assistant and Clerk of the Board (updated)

**REASON FOR RECOMMENDATION:**

New and updated position descriptions are required to successfully recruit and retain the necessary team to help realize YCTD's Mission, Vision, Values, and Priorities.

**BACKGROUND:**

Recent staff turnover as well as a renewed emphasis on YCTD developing and implementing multimodal projects, improved administrative, and financial practices, requires new and updated positions and associated descriptions.

The Senior Planner for Multimodal Projects will support the YCTD Executive Director in achieving YCTD's recently emphasized multimodal goals and objectives. This new position will expand the YCTD planning team to four full-time employees and will help with planning and administrative tasks focused on multimodal, active transportation, and congestion management projects and activities.

The Senior Finance and Human Resources Associate is a new position for YCTD. The current Finance team is composed of two Finance Associates and a Deputy Director. The new Senior Finance and Human Resources Associate will be tasked with supervising critical financial and accounting functions and assist in the development and implementation of finance policies and practices. This position will also oversee the maintenance and organization, as well as updating and revising of Human Resource documents/resources, policies, and practices at YCTD.

The proposed update to the Executive Assistance and Clerk of the Board focuses on clarifying the administrative and office upkeep tasks and duties. Clarity is provided to the position description with respect to duties and functions as Clerk of the Board. In addition, the update clarifies the position's role with respect to payroll and human resource activities by transitioning them to the new Senior Finance and Human Resources Associate. The proposed position descriptions are attached to this report.

## **BUDGET IMPACT:**

New and updated position descriptions include salary ranges that have been budgeted for the YCTD 2021/22 fiscal year. Recruitment for the new and revised positions will commence upon approval of position descriptions with vacancies anticipated to be filled in early 2022.



## **Attachment 1: New and Updated Position Descriptions**

### **SENIOR PLANNER FOR MULTIMODAL PROJECTS**

**Salary Range \$96,474 to \$119,519**

**Established: December 14, 2021**

#### **Definition**

The Senior Planner for Multimodal Projects is a new position under the planner classification. Under direction of YCTD's Executive Director, or his/her designee, this position will perform a variety of professional planning and project management assignments, prepare and present planning reports, studies and recommendations, and perform other related duties as assigned. As the Senior Planner for Multimodal Projects, he or she is responsible for the development and implementation of a variety of local and countywide transportation projects with an emphasis on multimodal bicycle, pedestrian, and highway/road projects.

#### **Key Responsibilities**

- Lead the development of multimodal transportation plans, programs and policies.
- Oversee the planning, funding, design, and construction of multi-modal transportation projects
- Communicate effectively and establish strong working relationships with a wide variety of internal and external stakeholders, including YCTD staff and Board members, member jurisdictions, regional and state agency partners, NGOs and members of the public.
- Develop funding applications/proposals, detailed scopes of work, budgets and partnerships to secure funding for priority projects.
- Make public presentations on complex planning issues to the YCTD Board, advisory committees and public audiences.
- Collect, analyze and compile statistical and technical information pertaining to public multimodal transportation planning.
- Direct and manage consultant contracts, vendors and partnerships for successful project completion.
- Provide direct supervision of interns and junior planning staff as directed
- Work closely with marketing and communications staff to ensure effective external communications and engagement around priority projects and planning efforts.
- Support the development of the congestion management plan and/or other statutorily require transportation plans.
- Research, analyze and report on relevant legislation, regulations, and industry developments and best practices
- Perform other related duties at the direction of the Executive Director or Deputy Director, Operations, Planning and Special Projects.

#### **Experience**

Minimum four (4) year's experience in transit service planning, transportation planning, land use planning, environmental planning, or closely related field.

#### **Education**

Minimum four-year degree or equivalent from an accredited college or university, or graduate level work (working on an advanced degree), in a planning, public administration, business administration, transit, or closely related field. Experience in a related field may be substituted for education on a year-for-year basis. Active participation in a professional society/organization is a plus.

#### **License**

A valid California driver's license is required.

**Skills and Attributes:**

- Experience and understanding of complex multimodal transportation planning issues, particularly planning and design of bicycle and pedestrian facilities.
- Team player with a demonstrated ability to form effective working relationships, manage up/down and motivate others.
- Strong oral and written communication skills in a variety of settings.
- Desire to learn and grow professionally
- Working knowledge of relevant legal, federal, state, and local regulations, trends, environmental review processes (CEQA/NEPA), funding constraints and programs.
- Self-motivated, proactive, and forward-thinking
- Strong organizational skills and attention to detail
- Experience conducting independent analysis with minimal supervision
- Ability to work on multiple projects at the same time, both independently and also as an team
- Proficient knowledge of Microsoft Office Suite
- Familiarity with Federal (emphasis on FTA and ADA), State, and local Standards and Guidelines is a plus
- Familiarity with Geographic Information Systems (GIS), Adobe Creative Suite (Illustrator, InDesign, Photoshop, and Acrobat) is a plus
- Experience using Computer Automated Design (AutoCAD) and design software (Civil 3D) is a plus
- Bilingual/multilingual abilities are desirable though not required

**Medical Class 1 - Light Work**

This class will require light physical effort which may include frequent lifting of up to ten pounds and occasional lifting of up to twenty-five pounds. Some bending, stooping, and/or squatting may be required. Considerable walking may be involved.

YCTD is an Equal Opportunity Employer that values a diverse and inclusive workforce. Women, people of color and LGBTQ+ individuals are encouraged to apply.

An Affirmative Action/Equal Opportunity Employer.

## **SENIOR FINANCE AND HUMAN RESOURCE ASSOCIATE**

**\$61,380 to \$77,569 Annually**

**Established: December 14, 2021**

### **Definition:**

This position performs a wide range of tasks to support the agency's financial management and human resource systems. Under supervision of the Deputy Director of Finance and Administration, performs advanced accounting duties, maintains accounting records, processes financial transactions, administers payroll and other human resources responsibilities.

### **Essential Finance Functions:**

- Process accounts payable and serve as back up for accounts receivable.
- Review and process claims, purchase orders and requisitions for accuracy, completeness, policy, and fiscal compliance.
- Assist with necessary task to maintain and operate the district's financial records which include maintaining the general ledger, accounts, payable, and revenue collection.
- Process incoming payments by cash, check, credit card, and ACH.
- Distribution and billing of Yolobus fare media;
- Prepare accounting and statistical reports;
- Ensure compliance with internal accounting procedures
- Count fare box revenue and prepare money for deposit

### **Essential Human Resource Functions:**

- Perform duties related to recruitment, examination, selection, equal employment opportunity, employee relations, benefits, classification, compensation, and general personnel support.
- Perform payroll related functions (e.g., Personnel Action Forms, coordinate the scheduling of employee evaluations, process PERS related documents, etc.) and input payroll in the district's payroll system.
- Maintain health benefits for District staff, including forms processing, completion and input and maintenance of PERS health documentation via CalPERS web portal.
- Maintain personnel and other related confidential files.
- Conduct salary surveys; respond to compensation and classification survey requests and assist in analyzing salary data and preparing related reports.

### **Qualifications/skills:**

- Understanding of GAAP and governmental accounting principles
- Familiarity with accounting software, Microsoft Excel, and Microsoft Outlook
- Ability to learn and utilize special financial software and accounting systems
- Financial record keeping and bookkeeping practices and techniques
- Excellent attention to detail and accuracy in entering financial data
- Outstanding math and research skills
- Excellent communication skills to cultivate relationships with current and future employees.
- Working with confidential data
- Deadline-driven with excellent time management ability
- Serve as support to management and staff in multiple matters regarding employer/employee relations.
- Bilingual skills a plus

### **Experience:**

Two years of accounting/bookkeeping and clerical experience

Two years of experience working with payroll, accounts receivable and accounts payable

**Education:**

A Bachelor's Degree in Business Administration or related field is preferred.

**Medical Class 1 - Light Work**

This class will require light physical effort which may include frequent lifting of up to ten pounds and occasional lifting of up to twenty-five pounds. Some bending, stooping, and/or squatting may be required. Considerable walking may be required.

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## EXECUTIVE ASSISTANT and CLERK OF THE BOARD

Annual Salary Range \$67,500-\$93,212

Effective: **December 14, 2021**

**Definition:** As Assistant to the Executive Director and Clerk of the Board at a small public agency, this position performs a wide range of tasks to support the agency's core functions. As Executive Assistant, he or she is responsible for managing the schedules and communications for the Executive Director, including prioritizing emails, phone calls and meeting requests, gathering documents to prepare for meetings and coordinating travel arrangements. As Clerk of the Board, he or she will work closely with the Executive Director to plan and organize Board of Directors meetings, record proceedings, and maintain official records and reports of Board actions. Other duties include responding to public inquiries regarding the business of the Board of Directors, assisting with customer service, welcoming visitors and helping maintain a professional and smoothly-running office environment.

### **Typical Tasks:**

- Provide administrative assistance, such as writing and editing e-mails, drafting memos, and preparing communications on the executive's behalf
- Manage the executive's calendar, including making appointments and prioritizing the most sensitive matters
- Maintain comprehensive and accurate records
- Organize meetings, including scheduling, sending reminders, and organizing catering when necessary
- Answer phone calls in a polite and professional manner
- Welcome visitors and identifying the purpose of their visit before directing them to the appropriate department
- Build and maintain positive working relationships with co-workers, other employees, agencies, businesses, and the public using principles of good customer service;
- Establish and maintain an organized system of records and documents of both general and confidential documents for the Executive Director.
- Work with the Executive Director to plan and organize monthly Board of Directors meetings, as well as periodic special meetings, ad hoc committee meetings, advisory committee meeting and other meetings as directed.
- Attend monthly Board of Directors meetings, coordinate public comment, conduct roll call votes, take meeting notes and/or ensure meeting is recorded (for Zoom meetings).
- After meetings, prepare minutes for approval of board/committee;
- Assist in preparation of agenda and staff reports, format and otherwise prepare and assemble packet for distribution then oversee distribution of packets.
- Post meeting agendas, packets and other legal notices as required by law.
- Maintain official records and reports of Board actions.
- Responsible for timely gathering of Form 700 (Statement of Economic Interest) by all applicable staff, board and committee members;
- Prepare and/or update office procedures, forms, and other materials for distribution internally as requested;
- Operate personal computers, including Microsoft Office, Zoom, and other software as required. Operate various office equipment.
- Manage maintenance procedures and contracts for office equipment;
- Administer District's liability insurance programs (including accident reports, claim files, and chain-of-custody protocol of electronic storage devices related to accident/incident investigation);
- Assist with Customer Service matters including sales and information at the front counter, by phone and by email.
- Assist with maintaining a safe, welcoming and professional YCTD office; including office related services, equipment and supplies. Prepare purchase order requests for office supplies and equipment;
- Perform other related duties as assigned.

**Experience:** Candidate should have at least four (4) years of Executive or Personal Assistant experience, preferably in a public agency environment. Experience working with a Board of Directors, either public or private, is strongly preferred.

**Education:** Successful completion of business or administration classes above the high school level is desirable. One year of education above the high school level may be substituted for one year of experience.

**Skills and Attributes:**

- Self-motivated, proactive, and forward-thinking
- Extremely detail-oriented and organized
- Confident, outgoing and capable of being persistent when necessary
- Comfortable and fluent in use of Microsoft Office Suite, including Outlook, Word, Excel, Teams and PowerPoint.
- Comfortable and fluent in use of online meeting and webinar platforms, including Zoom and Teams.
- Diplomatic, tactful and effective communicator, in person, on the phone and in writing.
- Maintains a positive attitude, sense of humor and willingness to work with all team members.
- Ability to work independently and multi-task in a fast-paced environment.
- Ability to maintain confidentiality and appropriately handle sensitive information.

**Medical Class 1 - Light Work:** This class will require light physical effort which may include frequent lifting of up to ten pounds and occasional lifting of up to twenty-five pounds. Some bending, stooping, and/or squatting may be required. Some walking may be involved.

YCTD is an Equal Opportunity Employer that values a diverse and inclusive workforce. Women, people of color and LGBTQ+ individuals are encouraged to apply.

An Affirmative Action/Equal Opportunity Employer

**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> <b>Authorize Executive Director to Amend Agreement 2020-05 for YCTD Website Redesign Services</b>	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5k</b>  <b>Deliberation/*Action</b>	
		<b>Attachments:</b>	<b>Yes</b> <b>No</b>
<b>Prepared By: C. Mikula</b>		<b>Meeting Date: December 13, 2021</b>	

**RECOMMENDATION:**

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors authorize the Executive Director or their designee to negotiate and execute an amendment to Agreement 2020-05 with Tender Software to increase the project budget by \$8,115 to ensure a successful redesign of the YCTD website.

**REASON FOR RECOMMENDATION:**

The YCTD FY 2019/2020 adopted budget included \$36,000 for YCTD Website redesign services. Due to unforeseeable circumstances and impacts to operations and planning from COVID-19, the development and release of the RFP was delayed until late spring 2020. The website redesign project was rolled into the YCTD FY 2020/2021 operating year. In September 2020, the Board authorized the Executive Director to enter into an agreement with the preferred vendor, Tender Software, to complete the website redesign for \$21,885.

The website redesign has progressed despite delays due to YCTD turnover and impacts from the ongoing pandemic. Currently the redesigned website is in a partial “beta” version with important components available for internal testing and configuration. Tender Software team is now building the wireframe and updating the user interfaces for internal pages that will support the content management system which will streamline website content updates.

Throughout the development of the redesigned website, Tender Software has been a strong and communicative partner. The original project scope was developed with goals and outcomes which did not completely account for current conditions and evolving YCTD priorities. Tender Software has worked with staff to work within the original agreement and budget, though certain activities and enhancements are now seen as critical to the success of the redesign. The amendment will ensure critical elements to the website are incorporated successfully and allow for the incoming YCTD Communications and Marketing Specialist to further refine the website as appropriate in the coming months (including post-launch).

The amendment would seek to increase the existing project budget and associated purchase orders by \$8,115 to a total not to exceed \$30,000. Funds not expended as part of the website redesign would remain available to YCTD for other projects. District counsel will review the amendment prior to execution. Attached is a list of activities required to complete the redesign successfully.

## **BUDGET IMPACT:**

The original project budget for the website redesign was \$36,000. After selection of the preferred vendor, Tender Software, a Purchase Order was established for \$21,855. The proposed amendment seeks to adjust the existing purchase order to a total not to exceed \$30,000 which will be sufficient to complete the redesign.



## Attachment 1: Updates to Pages

<b>Phases &amp; Task (Updates to Pages)</b>	<b>Hours</b>
<b>User Interface (UI) &amp; Framework (UX) Task</b>	
YCTD Home Page	35
<b>About YCTD</b>	
Vision, Values and Priorities	5
Board of Directors	5
Committees and Advocacy	5
Staff Directory	5
Employment	6
Request for Proposals	5
Budget and Finance	5
Civil Rights (ADA, Title VI, DBE)	5
<b>Meetings</b>	
Calendar	5
Upcoming Agendas	5
Archives [includes minutes]	6
<b>Plans</b>	
YoloGo 2020-2021	10
Short Range Transit Plan	4
Zero Emission Fleet Conversion Plan	4
<b>Resources</b>	
Environmental and Sustainability Resources	5
Partner Resources	5
Meeting Rooms	7
Advertise on Yolobus!	5
<b>Slices for development</b>	
Slices for development	8

Total Project Not to Exceed \$30,000

## **Attachment 2: Original Scope of Work**

### **YCTD WEBSITE REDESIGN SERVICES: SCOPE OF WORK**

#### **TASK A: INITIAL RESEARCH AND SITE DEVELOPMENT**

1. Develop schedule and scope of work to be completed within four months.
  - a. Include inventory and review of critical YCTD information, web pages, and content.
2. Working with staff, review and discuss preferred website styles, functions, and features. Provide brief assessment (pros/cons) to desired YCTD website components and features.
3. Working with staff, develop website redesign implementation plan including key steps to have newly designed website up and running within four months.

#### **TASK B: CONTENT MIGRATION**

1. Content migration will be completed by selected vendor before launch of redesigned website.

#### **TASK C: TRAINING AND SUPPORT**

1. Selected vendor shall conduct Content Management System training for select group of YCTD employees.

#### **TASK D: WEBSITE SPECIFICATIONS**

1. Contractor is responsible for providing a fully functional open-source website apart from the hosting and maintenance services
2. Fully functional, open-source based (i.e., non-proprietary) Content Management System (CMS).
3. Multiple user roles.
4. Multiple navigation modifiable menus.
5. WYSIWYG editing capability
6. Multiple website and webpage “templates” for various scenarios.
  - a. Default.
  - b. Service Change.
  - c. Emergency.
  - d. Other(s).
7. Allow organizing, deleting, and modifying content.
8. Allow version control.
9. Pages to allow keywords and tags for easy searching.
10. Recommend and implement integration of listserv service(s) (e.g., Mailchimp, Constant Contact, sendinblue, etc.).
11. Content created in CMS shall be easily collected in CMS and sent via listserv service(s).
12. Responsive design.
13. The site should provide an optimal viewing experience across a wide range of devices (Desktop, Mobile, Tablet) and operating systems.
14. Search Engine Optimization tools available for each page.
15. Robust site-wide search.
16. Incorporate designs, themes, and artwork as desired/provided by YCTD (as appropriate).
17. Must incorporate current security best practices.
18. Ability for staff to quickly add landing pages with sub-branded sections with sub navigation.
19. Conduct thorough testing, including a log of any issues found and corrected.

#### **OPTIONAL TASK E: HOSTING, SECURITY, AND MAINTENANCE**

Selected vendor may also provide hosting, security, and maintenance services on an ongoing basis. Each bid must include an option for an additional annual fee for such services, including:

1. Hosting shall provide 99.9% uptime.
2. Security monitoring to be provided by selected vendor and regular updates provided to YCTD administrators.
3. Maintenance of website shall include access to help desk support.

The contract option for hosting, security, and maintenance services may be renewed annually for up to a total of three years.

## **TASK DELIVERABLES**

Task A1 Deliverable: A document outlining the schedule and detailed scope of work that will be completed by consultant over 4-month period. Completed inventory and notes regarding current YCTD website content

Task A2 Deliverable: A minimum of one meeting with YCTD staff to review desired website elements and components. Summary of discussion and suggestions for YCTD redesign.

Task A3 Deliverable: A document that outlines implementation tasks and a meeting with YCTD staff to review document and provide any needed technical assistance.

Task B1 Deliverable: Complete web content migration from existing website to new website.

Task C Deliverables: Minimum of one training session provided by consultant for YCTD staff to provide instruction on how to update and train others to update the new website. Copies of agenda and training materials.

Tasks D1-D19 Deliverables: Minimum of one meeting with YCTD staff to confirm that the new website will include all specifications as outlined in Task D.

OPTIONAL Tasks E1-E4 Deliverables: A minimum of one meeting with YCTD staff to confirm the security, maintenance and hosting features are working as required by YCTD

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Authorize Signatory for Westamerica Bank		<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>51</b>	
			<b>Deliberation/*Action</b>	
			<b>Attachments:</b>	<input checked="" type="radio"/> <b>Yes</b> <input type="radio"/> <b>No</b>
<b>Prepared By: K. Souza</b>			<b>Meeting Date: December 13, 2021</b>	

**RECOMMENDATION:**

It is recommended that the YCTD Board of Directors authorize Autumn Bernstein, Executive Director and Jose Perez, Deputy Director Operations, Planning, and Special Projects as Signatories on the District's Westamerica Bank account.

**REASON FOR RECOMMENDATION:**

With the departure of Janice Bryan, Westamerica Bank requires board approved new signatories on the account.

**BACKGROUND:**

The district has a bank account at Westamerica Bank, where fares paid by cash and credit card are deposited as they are received. Once per month, staff prepares a check to transfer these fares from the Westamerica Bank account into our accounts in the County treasury. Westamerica requires two signatures for all checks. Signatories must be identified by name, not by title.

Currently, YCTD has only one authorized signatory, Jose Perez, Deputy Director Operations, Planning, and Special projects, and is therefore unable to move funds from the Westamerica account to the account in the County treasury. Staff is requesting the following individuals be authorized as signatories on YCTD's Westamerica bank account:

- Autumn Bernstein, Executive Director
- Jose Perez, Deputy Director Operations, Planning, and Special Projects

Staff would ultimately like to have three authorized signatories and recommends that a third signatory be added at a later Board meeting. Best practices for the future will be to have three signatories to account for time out of the office of any of those three individuals.

**BUDGET IMPACT:**

There is no budget impact, however, we are currently unable to access funds from our Westamerica account.

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**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

Topic: Goals for 80 Managed Lanes	Agenda Item#:  Agenda Type:	8
		Deliberation/*Action
		Attachments:      Yes      No
Prepared By: A. Bernstein		Meeting Date: December 13, 2021

**RECOMMENDATION:**

Consider and approve a set of goals to guide YCTD's efforts to identify and implement a preferred alternative for the 80 Managed Lanes project.

**REASON FOR RECOMMENDATION:**

In response to the YCTD Board's October 2021 discussion on the 80 Managed Lanes project, Caltrans District 3 is postponing the release of the project environmental document, and District 3, YCTD and SACOG are now working together to develop a preferred alternative, then proceed with environmental review and fundraising to close the gap. Staff put together the goals on the next page to guide our engagement with Caltrans over the coming months as we work toward developing a preferred alternative.

These goals were discussed by the Ad Hoc Committee at its November 19 meeting, as well as a subsequent meeting of the Ad Committee members along with Caltrans and SACOG staff. Staff revised the goals based on input received at both meetings. We also presented these draft goals at a meeting of the YCTD Technical Advisory Committee.

Staff is proposing to hold a Board workshop in January to allow for a "deep dive" discussion of the project, including presentations from experts and discussion about various elements of the project, including:

- Tradeoffs among carpool (HOV) and high occupancy toll (HOT) lanes;
- Optimizing the new lane for transit;
- Bicycle and pedestrian improvements;
- Potential flyover/connector lane at 80/50 interchange in West Sacramento.
- Funding opportunities and priorities to complete the project.

**BUDGET IMPACT:**

None.

## *80 Managed Lanes Project Draft YCTD Goals*

Support achievement of state and regional climate goals by limiting VMT increases and maximizing VMT reduction strategies

Increase transit ridership and mode share.

Increase safety and ease of bicycle travel on the existing Causeway bicycle path, including connecting routes in West Sacramento and Davis.

Advance transportation equity by minimizing project burdens and maximizing project benefits for low-income communities.

Improve traffic flow in the eastbound direction at the Yolo/Solano county line.

Improve traffic flow by utilizing Intelligent Transportation Systems (ITS) technologies such as ramp metering.

Establish a highway management system that can be replicated and integrated regionwide.



## BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

<b>Topic:</b> Executive Director Report	<b>Agenda Item#:</b>	<b>9</b> <b>Info/Discussion</b>
	<b>Agenda Type:</b>	Attachments: Yes <input type="radio"/> No <input checked="" type="radio"/>
<b>Prepared By: A. Bernstein</b>		<b>Meeting Date: December 13, 2021</b>

### RECOMMENDATION:

The Board reserves the right to take action on all items below, except for oral report items.

### BACKGROUND:

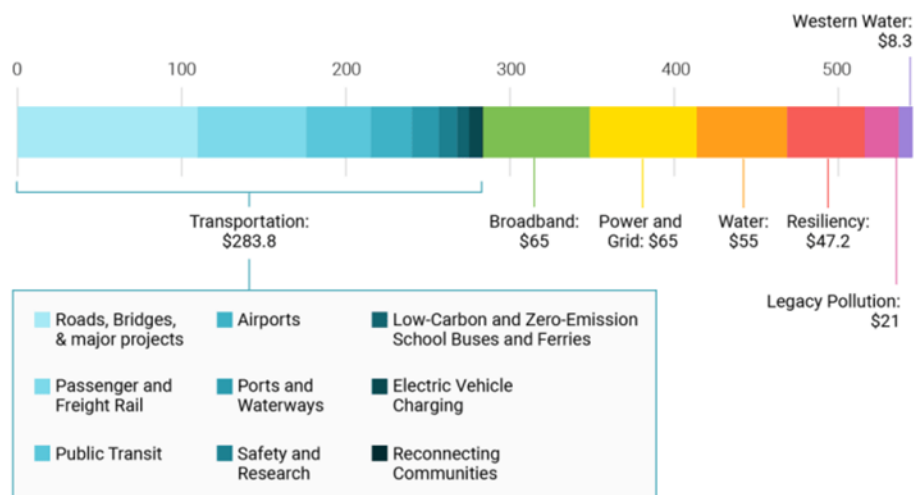
#### *a. Federal Infrastructure Bill*

Congress has passed, and President Biden has signed, major transportation funding legislation in the form of the Infrastructure Investment and Jobs Act (IIJA). The act will provide \$39 million in funding to extend and increase existing transit funding programs for five years. It also provides significant funding for rail investments and the purchase of zero emissions buses.

The majority of new funds in IIJA are in the form of discretionary grant programs, as opposed to formula funds. The bill does not create any new grant programs for transit (FTA), but rather increases investment in current programs. The bill does create several new grant programs for multimodal transportation (FHWA) and increases funding for many current grant programs. Climate and VMT, social equity, and safety are all key elements in many of these grant programs.

For more information about IIJA and what it means for our region, watch this recent SACOG webinar: <https://www.sacog.org/post/watch-what-federal-infrastructure-bill-means-sacramento-region>

**Figure 1. Topline above-baseline spending in IIJA (billions of USD)**



Source: Bipartisan Infrastructure Investment and Jobs Act Summary

**B** Metropolitan Policy Program  
at BROOKINGS

***b. Unmet Transit Needs***

In partnership with SACOG, YCTD participated in the annual unmet transit needs process, including the Yolo County Hearing on Tuesday Nov 2. To facilitate engagement in this process, YCTD staff began their outreach efforts by working with regional partners to distribute information regarding SACOG's Unmet Transit Needs process. We distributed flyers to the following agencies, Woodland Community College, Yolo County Health & Human Services, Yolo County Housing, 4th and Hope, Empower Yolo, Communicare in Woodland, Woodland Library, Yolo County Probation, Woodland Social Services, and the Woodland Senior Center. Flyers were also posted at our local Transit centers, bus shelters, inside our busses as well as the YCTD offices. Participants who wish to submit a public comment or want more information can also find it on the YCTD website as well as our social media pages. The period for submitting comments to SACOG ended November 22. More information is available here: <https://www.sacog.org/unmet-transit-needs>

***c. Update on YCTD Staffing and Recruitment***

YCTD has successfully filled the position of Communications and Marketing Specialist, and we are optimistic that we will very soon finalize hires for the Finance Associate and Procurement and Grants Specialist.

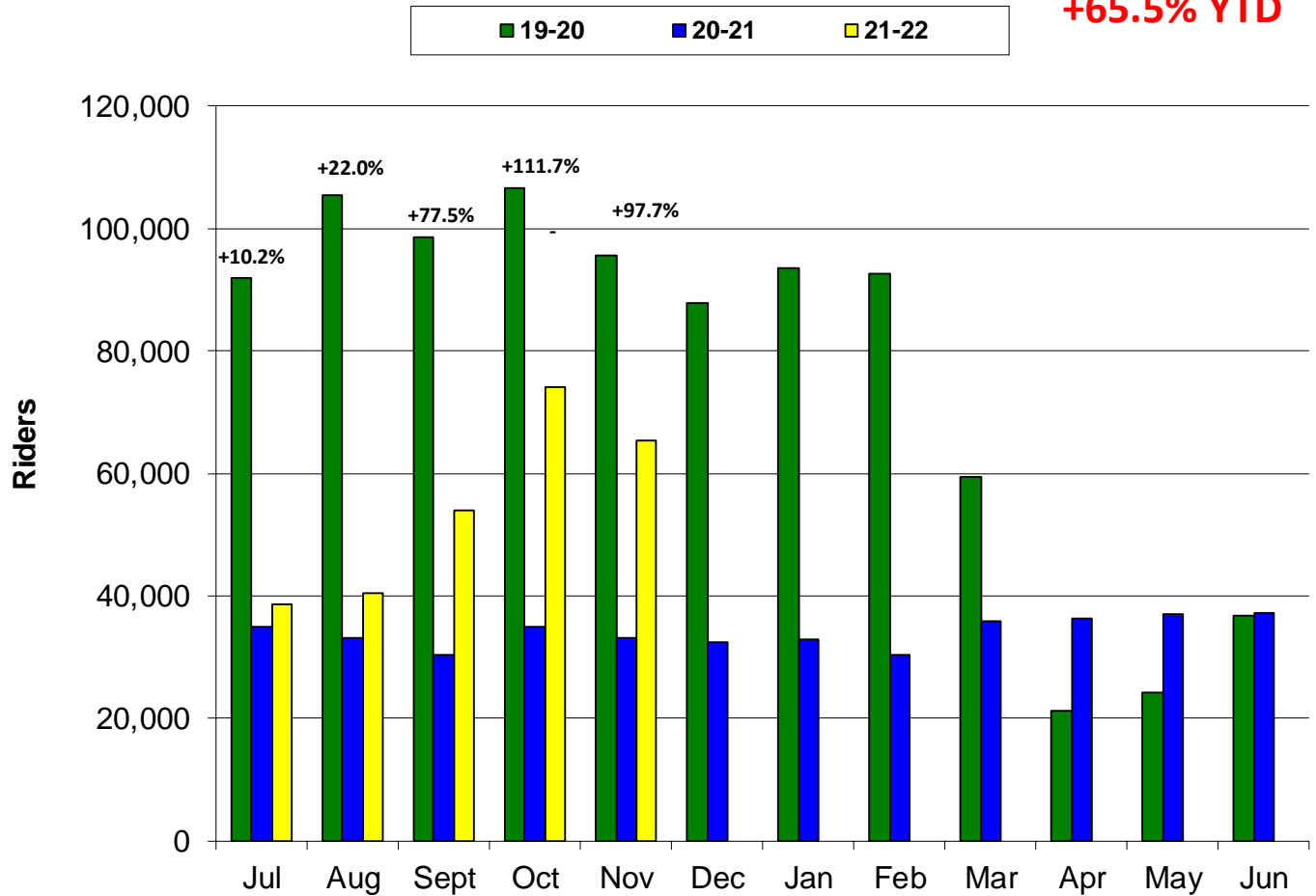
In addition, we will soon post announcements for two additional positions included in this Board packet:

- Senior Planner for Multimodal Projects
- Executive Assistant/Clerk of the Board

d. Ridership Report

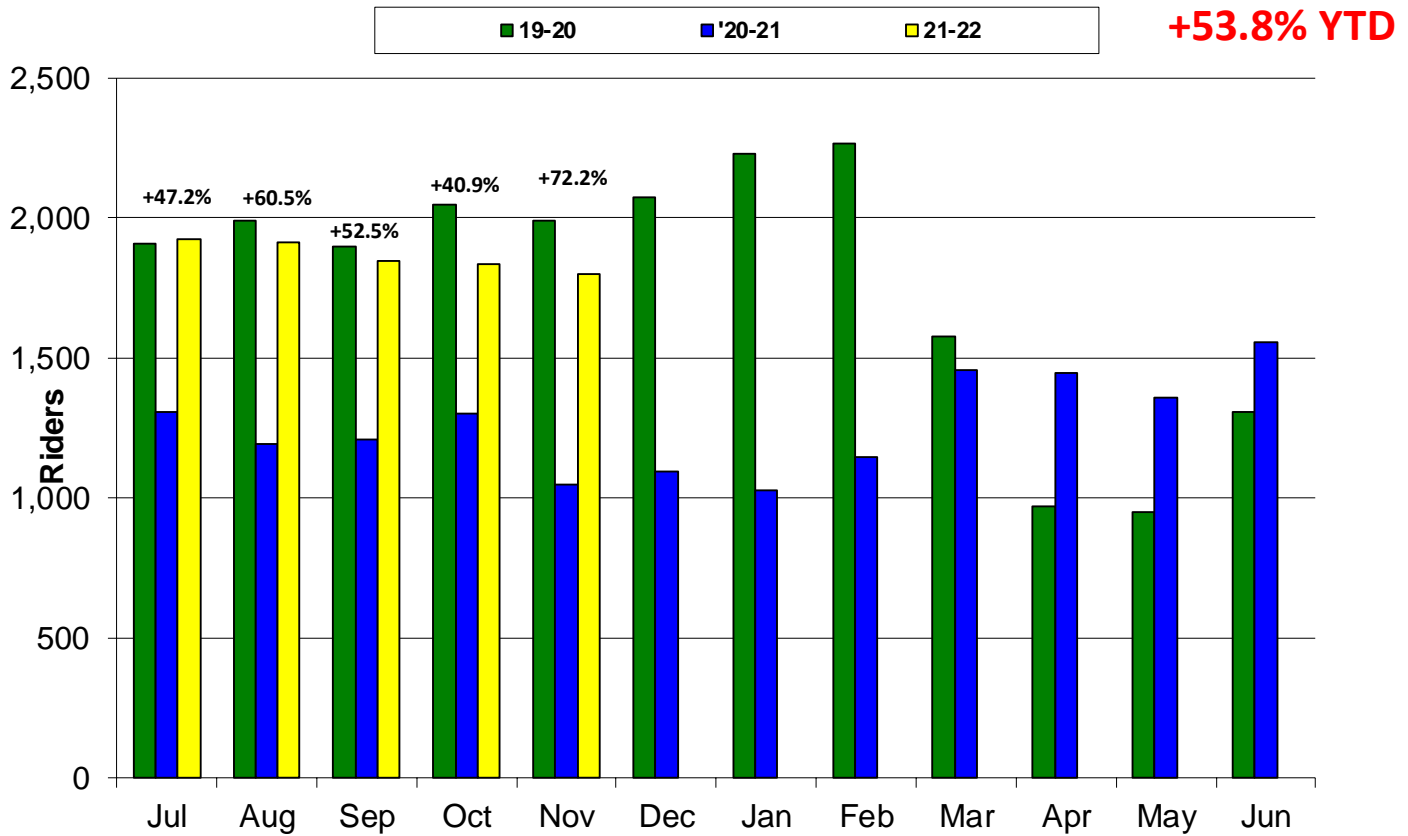
### Yolobus Fixed Route Ridership Trends

**+65.5% YTD**



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
21-22	38,662	40,570	54,016	74,125	65,482								272,855
20-21	35,069	33,252	30,431	35,012	33,114	32,530	32,844	30,485	35,856	36,449	37,024	37,196	409,262
19-20	92,016	105,446	98,477	106,536	95,686	87,879	93,589	92,728	59,404	21,278	24,193	36,822	914,054
18-19	106,747	112,113	100,044	112,007	95,508	88,329	96,304	94,922	99,048	97,076	97,770	87,631	1,187,499

## Yolobus Special Paratransit (ADA & Micro) Ridership Trends



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
21-22*	1,927	1,913	1,845	1,835	1,801								9,321
20-21*	1,309	1,192	1,210	1,302	1,046	1,094	1,026	1,148	1,458	1,447	1,360	1,555	15,147
19-20	1,910	1,994	1,901	2,047	1,994	2,077	2,230	2,266	1,578	972	947	1,308	21,224
18-19	2,099	2,173	1,781	2,048	1,982	1,850	2,109	1,715	2,039	2,163	2,216	1,808	24,806

\*Includes YOUR Ride microtransit ridership (Knights Landing + Winters):

Microtransit Ridership-Knights Landing (KL) and Winters

21-22	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Totals
KL	170	197	174	168	158								867
Winters	210	219	174	170	146								919
Total	380	416	348	338	304	0	0	0	0	0	0	0	1,786

### e. Other Items