



Orange County Mosquito and Vector Control District

Serving Orange County Since 1947

BUDGET AND FINANCE COMMITTEE MEETING, MARCH 20, 2025 AT 2:00 PM
PUBLIC RELATIONS COMMITTEE MEETING, MARCH 20, 2025 AT 2:30 PM

**NOTICE AND AGENDA
OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES
THURSDAY MARCH 20, 2025**

933RD REGULAR MEETING 3:00 P.M.

13001 GARDEN GROVE BLVD.

GARDEN GROVE, CA 92843

WEBSITE ADDRESS: www.ocvector.org

REGULAR MEETING 3:00 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

1. Call business meeting to order 3:00 p.m.
2. Pledge of Allegiance
3. Roll Call - (If absences occur, consider whether to deem those absences excused based on facts presented for the absence — such determination shall be the permission required by law.)

PRESIDENT:	Cecilia Hupp	Brea
VICE-PRESIDENT:	Bob Ruesch	Mission Viejo
SECRETARY:	Crystal Miles	Villa Park

Aliso Viejo	Richard Hurt	Lake Forest	Robert Pequeño
Anaheim	Carlos Leon	Los Alamitos	Tanya Doby
Brea	Cecilia Hupp	Mission Viejo	Bob Ruesch
Buena Park	Lamiya Hoque	Newport Beach	Erik Weigand
Costa Mesa	William Turpit	Orange	Sean Chavarria
Cypress	Leo Medrano	Placentia	Craig Green
Dana Point	John Gabbard	Rancho Santa Margarita	April Josephson
Fountain Valley	Kim Constantine	San Clemente	Steve Knoblock
Fullerton	Shana Charles	San Juan Capistrano	John Taylor
Garden Grove	Ariana Arestegui	Santa Ana	Nelida Mendoza
Huntington Beach	Gracey Van Der Mark	Seal Beach	Nathan Steele
Irvine	Tammy Kim	Stanton	Gary Taylor
La Habra	James Gomez	Tustin	Rebecca Gomez
La Palma	Debbie S. Baker	Villa Park	Crystal Miles
Laguna Beach	Mark Orgill	Westminster	Carlos Manzo
Laguna Hills	Erica Pezold	Yorba Linda	Peggy Huang
Laguna Niguel	Gene Johns	County of Orange	Lisa Fernandez
Laguna Woods	Pearl Lee		

B. PUBLIC COMMENTS:

(Individual Public Comments may be limited to a 3-minute or less time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the agenda at the time that item is before the Board for consideration. Any person wishing to speak must come up and speak from the lectern. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Board President.

C. PRESENTATIONS:

1. Recognize Outgoing Trustees: Dumitru
2. Staff will give a presentation entitled "'Together We Fight' 2025 Outreach Campaign"
3. Staff will give a presentation entitled "The Dark Side of AI and Cybersecurity"
4. Staff will give a presentation entitled "OCMVCD SIT Project Update: 2024 Look Back and 2025 Look Ahead"

D. OCMVCD COMMITTEE REPORTS TO THE BOARD OF TRUSTEES:

1. Budget and Finance Committee
2. Public Relations Committee

E. CONSENT CALENDAR:

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion. Any member of the Board may pull an item from the Consent Calendar for additional clarification or action.

1. Approve the DRAFT Minutes for the regular meeting on February 20, 2025
2. Approve Warrant Register for January 2025 (Exhibit A)
3. Approve Monthly Financial Report for January 2025 (Exhibit A)

F. BUSINESS ITEMS:

1. Adopt Resolution No. 592 to Amend the Orange County Mosquito and Vector Control District's Personnel Resolution Rules and Procedures (PRRP) (Exhibit A, B)
2. Adopt Resolution No. 593 Amending Unrepresented Executive Management, Management, and Confidential Employees Benefits (Exhibit A)

G. INFORMATIONAL ITEMS ONLY: (NO ACTION NECESSARY)

1. Staff Presentation: Staff will give an update on vector activity in Orange County
2. Staff Presentation: Staff will give an update on operations activity in Orange County
3. Staff Presentation: Staff will give an update on outreach activity in Orange County

H. PRESIDENT'S REPORT AND TRUSTEE COMMENTS:

I. DISTRICT MANAGER REPORT: Discussion and Possible Action

J. DISTRICT LEGAL COUNSEL REPORT: Discussion and Possible Action

K. CORRESPONDENCE: Discussion and Possible Action

1. Staff Conference Report for February

L. FUTURE AGENDA ITEMS:

M. ADJOURNMENT:

1. Adjourn to the next regular meeting on April 17, 2025 starting at 3:00 p.m. at the Orange County Mosquito and Vector Control District offices, 13001 Garden Grove Blvd., Garden Grove, CA 92843.



**BUDGET AND FINANCE COMMITTEE
MEETING NOTICE
MARCH 20, 2025
2:00 P.M.**

TO: Budget and Finance Committee

Richard Hurt	Aliso Viejo
Cecilia Hupp	Brea
Gracey Van Der Mark	Huntington Beach
Robert Pequeño	Lake Forest
Steve Knoblock	San Clemente
John Taylor	San Juan Capistrano
Nathan Steele	Seal Beach
Gary Taylor	Stanton
Crystal Miles	Villa Park

FROM: Tawnia Pett, Executive Assistant/Clerk of the Board

RE: Budget and Finance Committee Meeting:
2:00 p.m., Thursday, March 20, 2025
www.ocvector.org

AGENDA

1. Call Meeting to Order and Roll Call
2. Select Committee Chair
3. Public Comments
4. Approve minutes from September 19, 2024
5. Discuss Moving District Investments, Including Opening a New Account in CLASS, per District Policy No. 38.
6. Adjourn

tep

MINUTES OF BUDGET AND FINANCE COMMITTEE MEETING

Orange County Mosquito and Vector Control District

TIME: 2:30 P.M., September 19, 2024

PLACE: Orange County Mosquito and Vector Control District

Budget and Finance Committee Members Present:

Richard Hurt (Chair)	Aliso Viejo
Cecilia Hupp	Brea
John Gabbard	Dana Point
James Gomez	La Habra
Robert Pequeno	Lake Forest
Erik Weigand	Newport Beach
John Taylor	San Juan Capistrano
Nathan Steel	Seal Beach

Budget and Finance Committee Members Absent:

Crystal Miles	Villa Park
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Others Present:

Lora Young	District Manager
Tan Nguyen	Deputy Director of Finance

The meeting was called to order at 2:30 P.M.

1. **Call the Meeting to Order and Roll Call:** Eight members of the committee were present out of nine members.
2. **Public Comments:** None.
3. **Approved minutes of May 16, 2024:** On motion by Trustee Taylor, seconded by Trustee Weigman, and passed by unanimous vote, the committee approved the minutes of the May 16, 2024, committee meeting.
4. **Discuss District Benefit Assessments:** Staff discussed the different benefit assessments, the limitations, in comparison to other agencies and how District funding in the next 5 years based on the benefit assessments. No action was taken.
5. **Adjourned:** Meeting adjourned at 2:55 P.M.



**PUBLIC RELATIONS COMMITTEE
MEETING NOTICE
THURSDAY MARCH 20, 2025
2:30 P.M.**

TO: Public Relations Committee

Carlos Leon	Anaheim
Kim Constantine	Fountain Valley
Gene Johns	Laguna Niguel
Pearl Lee	Laguna Woods
April Josephson	RS Margarita
Nelida Mendoza	Santa Ana
Nathan Steele	Seal Beach
Rebecca Gomez	Tustin
Lisa Fernandez	County of Orange

FROM: Tawnia Pett, Executive Assistant/Clerk of the Board

RE: Public Relations Committee Meeting:
2:30 p.m., Thursday March 20, 2025

AGENDA

1. Call Meeting to Order and Roll Call
2. Select Committee Chair
3. Public Comments
4. Review 2025 Mosquito Awareness Campaign
5. Adjourn

tep

MINUTES OF THE 932nd MEETING

**BOARD OF TRUSTEES
Orange County Mosquito and Vector Control District**

TIME: 3:00 P.M. February 20, 2025

PLACE: 13001 Garden Grove Blvd., Garden Grove, CA 92843

PRESIDENT:	Cecilia Hupp	Brea
VICE PRESIDENT:	Robert Ruesch	Mission Viejo
SECRETARY:	Crystal Miles	Villa Park

TRUSTEES PRESENT:

Aliso Viejo	Richard Hurt	Laguna Woods	Pearl Lee
Brea	Cecilia Hupp	Lake Forest	Robert Pequeño
Buena Park	Lamiya Hoque	Los Alamitos	Tanya Doby
Costa Mesa	Bill Turpit	Mission Viejo	Bob Ruesch
Cypress	Leo Medrano	Placentia	Craig Green
Dana Point	John Gabbard	Rancho Santa Margarita	April Josephson
Fountain Valley	Kim Constantine	San Clemente	Steve Knoblock
Fullerton	Shana Charles	Santa Ana	Nelida Mendoza
Garden Grove	Ariana Arestegui	Seal Beach	Nathan Steele
Irvine	Tammy Kim	Tustin	Rebecca Gomez
La Habra	James Gomez	Villa Park	Crystal Miles
Laguna Hills	Erica Pezold	Westminster	Carlos Manzo
Laguna Niguel	Gene Johns	Yorba Linda	Peggy Huang
		County of Orange	Lisa Fernandez

TRUSTEES ABSENT:

Anaheim	Carlos Leon	Newport Beach	Erik Weigand
Huntington Beach	Gracey Van Der Mark	Orange	VACANT
La Palma	Debbie S. Baker	San Juan Capistrano	John Taylor
Laguna Beach	Mark Orgill	Stanton	Gary Taylor

Trustees Van Der Mark, Baker, Orgill, Weigand, J. Taylor, and G. Taylor had a notified absence.

OTHERS PRESENT:

Lora Young, District Manager
Miquel Jacobs, Director of Communications
Jerry Sims, Director of Operations
Amber Semrow, Director of Scientific Technical Services
Tawnia Pett, Executive Assistant/Clerk of the Board
Alexandra Halfman, District Counsel

A. Opening:

1. **Call the Business Meeting to Order:** President Hupp called the meeting to order at 3:01 P.M.
2. **Pledge of Allegiance:** President Hupp asked Trustee Doby to lead the Pledge of Allegiance.
3. **Roll Call:** Twenty-seven Trustees were present out of the current Board membership of 34, (Orange is Vacant).

President Hupp introduced the new Trustee from the city of Westminster, Carlos Manzo

B. Public Comments: None**C. Presentations:**

1. Recognized Outgoing Trustees: Peat and Klopfenstein, Trustee Ahn was not present.
2. Recognized Trustee Years of Service: 5 Years: Pezold, Doby, Miles; 20 Years: J. Gomez.
3. Staff gave a presentation entitled "2024 Year in Review".
- 2a. Recognized Trustee Years of Service: 10 Years: Huang (Trustee Huang arrived late).
- 1a. Recognized Outgoing Trustees: West (Outgoing Trustee West arrived late).
4. District Counsel gave a presentation entitled "Trustee Roles and Responsibilities".

D. OCMVCD Committee Reports to the Board of Trustees: None**E. Consent Calendar: Items for Approval by General Consent:**

On motion from Trustee J. Gomez, seconded by Trustee Pezold, and approved by unanimous vote, the Board of Trustees approved Consent Calendar Items E.2 through E.7. Agenda Item E.1 was passed by majority vote due to absences at the previous Board Meeting (Abstained: Trustees Gabbard, Charles, Pezold, Johns, Pequeño, Ruesch, Mendoza, and Manzo).

Ayes: Trustees Hurt, Hupp, Hoque, Turpit, Medrano, Gabbard, Constantine, Charles, Arestegui, Kim, J. Gomez, Pezold, Johns, Lee, Pequeño, Doby, Ruesch, Green, Josephson, Knoblock, Mendoza, Steele, R. Gomez, Miles, Manzo, Huang, and Fernandez.

Noes: None.

Abstained: None.

Absent: Trustees Leon, Van Der Mark, Baker, Orgill, Weigand, J. Taylor, and G. Taylor.

1. **Approval of Minutes:** Approved, without reading, the minutes of 931st Meeting of the Board of Trustees held January 16, 2025.
2. **Approved Warrant Register for December 2024: (Exhibit A)** Received and filed.
3. **Approved Monthly Financial Report for December 2024: (Exhibit A)** Received and filed.
4. **Approved Board Committee Assignments for 2025: (Exhibit A)**
5. **Adopted Resolution No. 589 Amending the Mutual Assistance Agreement for Mosquito and Vector Control Services in Southern California Region: (Exhibit A, B)**
6. **Adopted Resolution No. 590 Approving Policy No. 57, the District's Artificial Intelligence (AI) Policy: (Exhibit A, B, C)**

7. **Adopted Resolution No. 591 Authorizing Staff to Complete Required Documents to Accept the Cal OES State and Local Cybersecurity Grants for Local and Tribal Governments State and Local (SL) Program in the Amount of \$85,000: (Exhibit A, B)**

F. **Business Items:**

1. **Authorized District Manager to Enter Into a Contract with Griffin Structures for Preconstruction Work: (Exhibit A, B, C)** On motion from Trustee Pezold, seconded by Trustee Miles, and approved by unanimous vote, the Board of Trustees authorized the District Manager to enter into a contract with Griffin Structures for preconstruction work.

Ayes: Trustees Hurt, Hupp, Hoque, Turpit, Medrano, Gabbard, Constantine, Charles, Arestegui, Kim, J. Gomez, Pezold, Johns, Lee, Pequeño, Doby, Ruesch, Green, Josephson, Knoblock, Mendoza, Steele, R. Gomez, Miles, Manzo, Huang, and Fernandez.

Noes: None.

Abstained: None.

Absent: Trustees Leon, Van Der Mark, Baker, Orgill, Weigand, J. Taylor, and G. Taylor.

G. **Informational Items Only (No Action Necessary):**

1. **Staff Presentation:** Director of Scientific Technical Services Semrow gave an update on vector activity in the county.
2. **Staff Presentation:** Director of Operations Sims gave an update on operations activity in the county.
3. **Staff Presentation:** Director of Communications Jacobs gave an update on outreach activity in the county.
4. Trustee Terms of Office to Expire January 6, 2025 at 11:59 AM: Receive and filed.
5. Received and filed Fiscal Year 2025-26 Budget Preparation Schedule: Received and filed.
6. Received and filed Statement of Economic Interest 700 Form: Received and filed.

H. **President's Report and Trustee Comments:**

1. Trustee Pezold suggested the District put informational yard signs in city parks and other areas. Trustee Pezold suggested the District put interactive kiosks in community centers.

I. **District Manager's Report:** District Manager Young reported:

1. Budget preparation special meetings will be April 29 and May 6.
2. Ride alongs are available for Trustees with the Inspectors in their cities.
3. Review the 2025 Committee assignments.
4. Trustee Field Day will be April 2 from 8:30-12:30.

J. **District Counsel Report:** District Counsel Halfman reported:

1. Working on a warrant for dengue if needed.

K. **Correspondence:**


1. Staff reports from conferences attended in January.

L. **Future Agenda Items: None**

M. **Adjournment:**

1. President Hupp adjourned the meeting at 3:47 P.M. to a regular meeting on Thursday, March 20, 2025.

I certify that the above minutes substantially reflect the actions taken by the Board of Trustees at its meeting held February 20, 2025.




Lora B. Young, District Manager

Approved as written and/or corrected by the Board of Trustees at its 933rd

Nine hundred thirty-third meeting held March 20, 2025

ATTEST: _____
Crystal Miles, Secretary

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM E.2	Date
	Prepared By: Tan Nguyen, Director of Finance Submitted By: Lora Young, District Manager	March 20, 2025

Agenda Title:

Approve Warrant Register for January 2025

Recommended Action:

Receive and file.

Summary:

Receive and file payment of January warrant register dated March 20, 2025, in the amount of \$658,283.60 presented by in-house check runs dated January 2, 7, 9, 15, 16, 23, 28, 29, 30, and 31, 2025.

Previous Relevant Board Actions for This Item:

Monthly report

Strategic Plan Compliance: 5. Financial Sustainability: 5.1: Conduct revenue assessment to determine long-term financial needs

Fiscal Impact:

What Amount is being requested?

Is the Amount Requested Budgeted in the Current Fiscal Year?

If No, What Funds Are Requested?

Exhibits:

Exhibit A: January 2025 Warrant Report


ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

REGISTER OF DEMANDS March 20, 2025

ACCOUNTS PAYABLE REGISTER

ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT		
REGISTER OF DEMANDS - AP REGISTER 03/20/25		
AP/Check Run	1/2/2025	3,497.98
AP/Check Run	1/7/2025	117,254.25
AP/Check Run	1/9/2025	48,045.29
AP/Check Run	1/16/2025	12,971.10
AP/Check Run	1/23/2025	17,647.23
AP/Check Run	1/28/2025	8,921.49
AP/Check Run	1/30/2025	24,886.81
AP/Check Run	1/31/2025	6,027.46
P/R EEASSOC	1/2/2025	720.00
P/R ICMA	1/2/2025	30,214.75
P/R USB	1/2/2025	231.62
P/R CalPERS1	1/7/2025	46,935.26
P/R EDD	1/7/2025	11,165.35
P/R IRS	1/7/2025	35,739.35
P/R NATION	1/7/2025	4,493.35
P/R TASC	1/7/2025	2,539.07
P/R EEASSOC	1/15/2025	705.00
P/R ICMA	1/15/2025	30,334.58
P/R USB	1/15/2025	232.98
P/R CalPERS1	1/23/2025	45,967.32
P/R EDD	1/23/2025	26,944.35
P/R IRS	1/23/2025	33,120.88
P/R NATION	1/23/2025	4,493.35
P/R TASC	1/23/2025	2,539.07
P/R CalPERS1	1/29/2025	46,016.41
P/R EDD	1/29/2025	23,309.26
P/R EEASSOC	1/29/2025	705.00
P/R ICMA	1/29/2025	30,462.36
P/R IRS	1/29/2025	35,263.09
P/R NATION	1/29/2025	4,143.35
P/R TASC	1/29/2025	2,539.07
P/R USB	1/29/2025	217.17
Total		658,283.60

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to the accuracy and availability of funds for payment thereof. Subscribed and sworn on this 20th day of March 2025.


 Lora Young, District Manager


 Tan Nguyen, Director of Finance

Accounts Payable

Checks by Date - Summary by Check Date

User: dmedina@ocvector.org
 Printed: 3/3/2025 1:06 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	EEASSOC	OCVCD Employee Association	01/02/2025	720.00
ACH	ICMA	MissionSquare Retirement (ICMA)	01/02/2025	30,214.75
ACH	USB	PARS/U.S. Bank N.A. Minnesota	01/02/2025	231.62
29025	AT T FAX	AT&T	01/02/2025	464.86
29026	CROWN	Crown Maintenance	01/02/2025	262.00
29027	DOORKING	DOORKING INC	01/02/2025	43.95
29028	FISHER	Fisher Scientific	01/02/2025	277.89
29029	IRON	Iron Mountain Records Mgmt, Inc.	01/02/2025	337.90
29030	KWEST	K'WEST Printing	01/02/2025	429.56
29031	LIEBERT	Liebert Cassidy Whitmore	01/02/2025	1,207.50
29032	MARLIN	MARLIN LEASING CORPORATION	01/02/2025	474.32
Total for 1/2/2025:				34,664.35
ACH	CalPERS1	CalPERS	01/07/2025	46,935.26
ACH	EDD	Employment Development Dept.	01/07/2025	11,165.35
ACH	IRS	Internal Revenue Service	01/07/2025	35,739.35
ACH	NATION	Nationwide Retirement Solutions	01/07/2025	4,493.35
ACH	TASC	Total Administrative Services Corp.	01/07/2025	2,539.07
ACH	CalPERS	Calif. Public Employees' Retirement	01/07/2025	99,896.71
29033	AFLAC	American Family Life Assurance Co., of Ca	01/07/2025	2,215.80
29034	Guard	Guardian - Appleton	01/07/2025	14,144.06
29035	VSP	Vision Service Plan	01/07/2025	997.68
Total for 1/7/2025:				218,126.63
ACH	GG DISP	Republic Waste Svcs of So. Calif., LLC	01/09/2025	2,305.75
ACH	LINDE	LINDE GAS & EQUIPMENT INC.	01/09/2025	1,998.55
ACH	Steri	STERICYCLE	01/09/2025	1,157.63
ACH	TARGET	Target Specialty Products	01/09/2025	8,116.13
ACH	ULINE	Uline Shipping Supply Specialists	01/09/2025	178.95
ACH	VERIZON	Verizon Wireless Services LLC	01/09/2025	6,201.16
ACH	WESTCOAS	RJ International	01/09/2025	324.12
ACH	MILLER J	Jon Miller	01/09/2025	1,096.66
29036	AMAZON	AMAZON CAPITAL SERVICES	01/09/2025	2,686.57
29037	AT&T	AT&T	01/09/2025	64.52
29038	BLACKHL	BLACKHOLE TECHNOLOGIES INC	01/09/2025	192.00
29039	CINTAS	Cintas Corporation No. 2	01/09/2025	2,166.34
29040	ESELTINE	Matthew Eseltine	01/09/2025	200.00
29041	HARPER	Harper & Burns, LLP	01/09/2025	2,298.00
29042	INSIGHT	Insight Public Sector, Inc.	01/09/2025	14,425.12
29043	JENADES	JENADES ELECTRICAL INC	01/09/2025	2,790.00
29044	SMART	Smart & Final Stores Corp	01/09/2025	381.14
29045	SOLV	Safeguard Business Systems	01/09/2025	148.31
29046	SPARK	Sparkletts	01/09/2025	380.79
29047	STAPLES	Staples Business Advantage	01/09/2025	183.55
29048	WOODRUFF	Woodruff & Smart	01/09/2025	750.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Total for 1/9/2025:				48,045.29
ACH	EEASSOC	OCVCD Employee Association	01/15/2025	705.00
ACH	ICMA	MissionSquare Retirement (ICMA)	01/15/2025	30,334.58
ACH	USB	PARS/U.S. Bank N.A. Minnesota	01/15/2025	232.98
Total for 1/15/2025:				31,272.56
ACH	HASLER	MAIL FINANCE INC.	01/16/2025	597.86
ACH	LINDE	LINDE GAS & EQUIPMENT INC.	01/16/2025	800.21
ACH	SPECTRUM	Charter Communications	01/16/2025	1,494.00
ACH	Steri	STERICYCLE	01/16/2025	1,157.63
ACH	OCTAX	County Of Orange	01/16/2025	564.74
29049	AUTO Z	Auto Zone, Inc.	01/16/2025	1,847.31
29050	CASH	CASH	01/16/2025	297.00
29051	FISHER	Fisher Scientific	01/16/2025	284.91
29052	HOME DEP	Home Depot Credit Services	01/16/2025	2,124.74
29053	MARTIN D	Daniel Martinez	01/16/2025	575.00
29054	RONCO	Ronco Plastics	01/16/2025	43.10
29055	SIGMA	Sigma-Aldrich, Inc.	01/16/2025	104.28
29056	SIMPSON	Simpson Chevrolet of Garden Grove	01/16/2025	120.29
29057	STAPLES	Staples Business Advantage	01/16/2025	2,526.41
29058	TOYOTAGG	Toyota Place	01/16/2025	433.62
Total for 1/16/2025:				12,971.10
ACH	CalPERS1	CalPERS	01/23/2025	45,967.32
ACH	EDD	Employment Development Dept.	01/23/2025	26,944.35
ACH	IRS	Internal Revenue Service	01/23/2025	33,120.88
ACH	NATION	Nationwide Retirement Solutions	01/23/2025	4,493.35
ACH	TASC	Total Administrative Services Corp.	01/23/2025	2,539.07
ACH	GRAINGER	Grainger	01/23/2025	1,216.43
ACH	LINDE	LINDE GAS & EQUIPMENT INC.	01/23/2025	1,330.99
29059	TAYLOR	John Taylor	01/23/2025	100.00
29060	CINTAS	Cintas Corporation No. 2	01/23/2025	4,789.70
29061	HASFIN	Quadient Finance USA, Inc	01/23/2025	19.84
29062	PAQUETTE	ERIC PAQUETTE	01/23/2025	200.00
29063	PARS	Public Agency Retirement Svcs	01/23/2025	411.03
29064	QDOXS	Q Document Solutions, Inc,	01/23/2025	157.69
29065	SCE	Southern Calif. Edison	01/23/2025	6,280.10
29066	SCG	Southern Calif. Gas Co.	01/23/2025	959.64
29067	Sea Life	Sea Life Designs, Inc.	01/23/2025	121.68
29068	VORTEX	Vortex Industries, LLC	01/23/2025	2,060.13
Total for 1/23/2025:				130,712.20
ACH	ARIASA	Adina Arias	01/28/2025	234.05
ACH	BENNETT	Stephen Bennett	01/28/2025	234.05
ACH	BLAYLOCK	Viki Blaylock	01/28/2025	234.05
ACH	BOBBITT	Catherine Bobbitt	01/28/2025	234.05
ACH	CAMPBELL	JAMES CAMPBELL	01/28/2025	56.67
ACH	Cavileer	Raymond Cavileer	01/28/2025	234.05
ACH	CUMMINGS	Robert F. Cummings	01/28/2025	234.05
ACH	EDISON	SUZANNE R. EDISON	01/28/2025	185.00
ACH	EVER	SANDRA EVERINGHAM	01/28/2025	185.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	FOGARTY	Carrie Fogarty	01/28/2025	234.05
ACH	Goedhart	Gerard Goedhart	01/28/2025	234.05
ACH	Huff	Robert Huff	01/28/2025	234.05
ACH	KELLER	JUSTINE KELLER	01/28/2025	56.67
ACH	Kimball	Deborah Kimball	01/28/2025	234.05
ACH	KOENIG	Steve Koenig	01/28/2025	234.05
ACH	LACHANCE	Patricia LaChance	01/28/2025	185.00
ACH	LOUGHNER	LINDA LOUGHNER	01/28/2025	185.00
ACH	McCarty	Danny McCarty	01/28/2025	234.05
ACH	MILLER J	Jon Miller	01/28/2025	234.05
ACH	Niewola	Urszula Niewola	01/28/2025	234.05
ACH	PARSONS	John Parsons	01/28/2025	234.05
ACH	Plummer	John Clark Plummer	01/28/2025	234.05
ACH	POSPISIL	Terry Pospisil	01/28/2025	234.05
ACH	Rehders	Renee Rehders	01/28/2025	234.05
ACH	Reinig	Allyson Reinig	01/28/2025	234.05
ACH	Reisin	Caroline Reisinger	01/28/2025	234.05
ACH	Rincon	Claudio Rincon	01/28/2025	234.05
ACH	RODRIG	Agripino Rodriguez	01/28/2025	234.05
ACH	SCOTT	WALTRAUT SCOTT	01/28/2025	185.00
ACH	SHAW	LAWRENCE SHAW	01/28/2025	234.05
ACH	ARESTEGU	ARIANA ARESTEGUI	01/28/2025	100.00
ACH	BAKERD	Debbie Baker	01/28/2025	100.00
ACH	CONSTANT	Kim Constantine	01/28/2025	100.00
ACH	DOBYT	Tanya Doby	01/28/2025	100.00
ACH	DUMITRU	Jonathan Dumitru	01/28/2025	100.00
ACH	GOMEZ	James Gomez	01/28/2025	100.00
ACH	GOMEZR	REBECCA GOMEZ	01/28/2025	100.00
ACH	GREEN C	Craig S. Green	01/28/2025	100.00
ACH	HOQUE	LAMIYA HOQUE	01/28/2025	100.00
ACH	HUANG	Peggy Huang	01/28/2025	100.00
ACH	HUPP	Cecilia T. Hupp	01/28/2025	100.00
ACH	HURT	RICHARD HURT	01/28/2025	100.00
ACH	JOSEPH	April Josephson	01/28/2025	100.00
ACH	KIM	TAMMY KIM	01/28/2025	100.00
ACH	NOBLOCK	Steven Knoblock	01/28/2025	100.00
ACH	LEE	EUN JU LEE	01/28/2025	100.00
ACH	LEONC	CARLOS LEON	01/28/2025	100.00
ACH	MEDRANO	LEO MEDRANO	01/28/2025	100.00
ACH	MILESC	Crystal Miles	01/28/2025	100.00
ACH	STEELEN	NATHAN STEELE	01/28/2025	100.00
ACH	TAYLORG	Gary Taylor	01/28/2025	100.00
ACH	TURPIT	WILLIAM TURPIT	01/28/2025	100.00
ACH	VANDERMA	GRICELDA VAN DER MARK	01/28/2025	100.00
ACH	WEIGAND	ERIK WEIGAND	01/28/2025	100.00
29069	TAYLOR	John Taylor	01/28/2025	100.00
Total for 1/28/2025:				8,921.49
ACH	CalPERS1	CalPERS	01/29/2025	46,016.41
ACH	EDD	Employment Development Dept.	01/29/2025	23,309.26
ACH	IRS	Internal Revenue Service	01/29/2025	35,263.09
ACH	NATION	Nationwide Retirement Solutions	01/29/2025	4,143.35
ACH	TASC	Total Administrative Services Corp.	01/29/2025	2,539.07
ACH	EEASSOC	OCVCD Employee Association	01/29/2025	705.00
ACH	ICMA	MissionSquare Retirement (ICMA)	01/29/2025	30,462.36
ACH	USB	PARS/U.S. Bank N.A. Minnesota	01/29/2025	217.17

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 1/29/2025:	142,655.71
ACH	FM	CARDMEMBER SERVICE	01/30/2025	17,946.13
ACH	Delira	Simon De Lira	01/30/2025	78.62
29070	34STREET	34TH STREET, INC.	01/30/2025	2,050.00
29071	AT T FAX	AT&T	01/30/2025	452.12
29072	BUI DAN	Danny Bui	01/30/2025	144.50
29073	CINTAS	Cintas Corporation No. 2	01/30/2025	3,011.87
29074	CROWN	Crown Maintenance	01/30/2025	275.00
29075	DOORKING	DOORKING INC	01/30/2025	43.95
29076	HEROLD	CHRISTIAN HEROLD	01/30/2025	200.00
29077	MUDANNA	PUBUDU MUDANNAYAK	01/30/2025	200.00
29078	PROLOCK	Professional Lock System, Inc.	01/30/2025	459.62
29079	SMART	Smart & Final Stores Corp	01/30/2025	25.00
			Total for 1/30/2025:	24,886.81
ACH	ARCO	ARCO Business Solutions	01/31/2025	5,805.46
ACH	OC TOLL	OC Toll Roads	01/31/2025	222.00
			Total for 1/31/2025:	6,027.46
			Report Total (153 checks):	658,283.60



Warrant Request

Date: 2/21/2025
Vendor No. FM
Total \$ \$18,295.56
Prepared By: DM
Check No. ACH

Vendor Name: FM CARDMEMBER SERVICE
Address: PO BOX 790408
ST LOUIS, MO 63179-0408

Account #	Description	P.O. #	Invoice #	Amount
10.350.7008	HEMOSTAT LABS - RETURN		AS0225	\$ (143.04)
10.350.7008	ACHNOR PAPER CO - RETURN		AS0225	\$ (221.02)
10.350.7008	SP CA FILAMENT		AS0225	\$ 243.70
10.350.7008	CLEANROOM WORLD		AS0225	\$ 531.78
10.350.7001	THE WEBSTAUANT STORE		AS0225	\$ 148.94
10.310.7009	SP TRC ELECTRONICS		AS0225	\$ 209.99
10.120.7901	COSTCO WHSE		AS0225	\$ 95.04
10.350.7008	ANCHOR PAPER		AS0225	\$ 227.65
10.350.7008	SMART AND FINAL		AS0225	\$ 101.99
10.120.7901	BOARD AND BREW		AS0225	\$ 238.50
10.310.7907	TST PARCHE		AS0225	\$ 229.19
10.350.7008	ANYCUBIC		AS0225	\$ 170.22
10.350.7008	SP CA FILAMENT		AS0225	\$ 140.95
10.310.7907	ANNAPURNA RESTAURANT		AS0225	\$ 160.77
10.310.7907	OAKLAND MARRIOT		AS0225	\$ 815.97
10.310.7907	OAKLAND MARRIOT		AS0225	\$ 815.97
10.310.7907	OAKLAND MARRIOT		AS0225	\$ 901.84
10.310.7907	OAKLAND MARRIOT		AS0225	\$ 829.00
10.310.7907	OAKLAND MARRIOT		AS0225	\$ 815.97
10.350.7008	FRGN TRANS FEE - ANYCUBIC		AS0225	\$ 3.40
10.120.7901	SQ TISCARENOS CATERING		JS0125	\$ 2,962.36
10.120.7901	SQ TISCARENOS CATERING		JS0125	\$ (2,962.36)
10.430.7401	KEN GRODY FORD		JS0225	\$ 175.00
10.430.7401	KEN GRODY FORD		JS0225	\$ 545.83
10.140.7005	AMERAPRODUC		JS0225	\$ 344.42
10.410.7001	SPRAYER DEPOT		JS0225	\$ 534.13
10.120.7901	FTD.COM		JS0225	\$ 86.19
10.410.7907	OAKLAND MARRIOT		JS0225	\$ 30.36
10.410.7907	OAKLAND MARRIOT		JS0225	\$ 815.97
10.410.7907	OAKLAND MARRIOT		JS0225	\$ 815.97
	SEE ATTACHED FOR MORE			


APPROVAL: Dept Head/District Manager
 Director of Finance



SPECIAL INSTRUCTIONS/COMMENTS:

FUND	DESC.	INVOICE #	TOTAL
10.410.7907	OAKLAND MARRIOT	JS0225	\$ 815.97
10.520.7906	CA SPECIAL DISTRICT SCRAMENTO	LN0225	\$ 100.00
10.520.7511	GOTOCOM GOTOCONNECT	LN0225	\$ 1,360.45
10.520.7511	WEB REGISTER WEBSITE	LN0225	\$ 17.99
10.520.7511	ZOOM.COM	LN0225	\$ 47.97
10.520.7511	WEB REGISTER WEBSITE	LN0225	\$ 64.16
10.520.7511	APPLE.COM	LN0225	\$ 3.99
10.520.7511	APPLE.COM	LN0225	\$ 3.99
10.520.7511	WEB REGISTER WEBSITE	LN0225	\$ 130.33
10.520.7511	ZENDESK - US	LN0225	\$ 1.00
10.520.7001	GOTOCOM GOTOCONNECT	LN0125	\$ (1,372.66)
10.520.7511	GOTOCOM GOTOCONNECT	LN0125	\$ 1,372.66
10.310.7012	STERICYCLE	LY0225	\$ 1,157.63
10.440.7001	ULINE	LY0225	\$ 178.95
10.310.7012	LINDE GAS	LY0225	\$ 1,998.55
60.600.7508	REPUBLIC SERVICES	LY0225	\$ 1,433.74
10.140.7410	REPUBLIC SERVICES	LY0225	\$ 872.01
10.410.7017	WESTCOAST INDUSTRIES	LY0225	\$ 324.12
10.410.7014	TARGET SPECIALTY	LY0225	\$ 8,116.13
10.120.7110	VERIZON WRLSS	LY0225	\$ 6,201.16
10.310.7012	STERICYCLE	LY0225	\$ 1,157.63
10.310.7012	LINDE GAS	LY0225	\$ 800.21
10.140.7120	SPECTRUM	LY0225	\$ 1,494.00
10.140.7403	QUADIENT LEASING	LY0225	\$ 597.86
10.440.7001	GRAINGER	LY0225	\$ 1,216.43
10.310.7012	LINDE GAS	LY0225	\$ 1,330.99
10.120.7907	LYFT	LY0225	\$ 10.92
10.120.7907	LYFT	LY0225	\$ 11.99
10.120.7907	LYFT	LY0225	\$ 15.47
10.120.7907	YOSHIS OAKLAND	LY0225	\$ 67.97
10.120.7907	LYFT	LY0225	\$ 12.66
10.120.7907	TST MATTYS OLD FASHI	LY0225	\$ 66.39
10.120.7907	LYFT	LY0225	\$ 12.52
10.120.7907	LYFT	LY0225	\$ 9.74
10.120.7907	LYFT	LY0225	\$ 12.26
10.120.7907	LYFT	LY0225	\$ 12.66
10.120.7907	LYFT	LY0225	\$ 9.31
10.120.7907	FENTONS CREAMERY	LY0225	\$ 85.76
10.120.7907	LYFT	LY0225	\$ 12.44
10.120.7907	TST NOKA RAMEN & BAR	LY0225	\$ 89.78
10.120.7907	EVERETT & JONES BBQ	LY0225	\$ 67.77
10.120.7907	OAKLAND MARRIOT	LY0225	\$ 815.97
10.120.7907	LYFT	LY0225	\$ 31.16
10.310.7012	STERICYCLE	LY0225	\$ (1,157.63)
10.440.7001	ULINE	LY0225	\$ (178.95)
10.310.7012	LINDE GAS	LY0225	\$ (1,998.55)
60.600.7508	REPUBLIC SERVICES	LY0225	\$ (1,433.74)
10.140.7410	REPUBLIC SERVICES	LY0225	\$ (872.01)
10.410.7017	WESTCOAST INDUSTRIES	LY0225	\$ (324.12)
10.410.7014	TARGET SPECIALTY	LY0225	\$ (8,116.13)
10.120.7110	VERIZON WRLSS	LY0225	\$ (6,201.16)
10.310.7012	STERICYCLE	LY0225	\$ (1,157.63)
10.310.7012	LINDE GAS	LY0225	\$ (800.21)

10.140.7120	SPECTRUM	LY0225	\$ (1,494.00)
10.140.7403	QUADIENT LEASING	LY0225	\$ (597.86)
10.440.7001	GRAINGER	LY0225	\$ (1,216.43)
10.310.7012	LINDE GAS	LY0225	\$ (1,330.99)
10.510.7001	TARGET	MJ0225	\$ 8.68
10.510.7022	WWW.ARTLIST.IO	MJ0225	\$ 14.99
10.510.7001	SMART AND FINAL	MJ0225	\$ 20.74
10.510.7906	BF VIDSUMMIT REPLAYS	MJ0225	\$ 149.00
10.510.7906	INFORMA FAN EXPO	MJ0225	\$ 340.00
10.510.7907	SQ GRAFFITI PIZZA	MJ0225	\$ 34.18
10.510.7907	UBER TRIP	MJ0225	\$ 28.05
10.510.7907	SHAN DONG RESTAURANT	MJ0225	\$ 35.76
10.510.7907	LYFT	MJ0225	\$ 26.89
10.510.7907	UBER TRIP	MJ0225	\$ 33.99
10.510.7907	UBER TRIP	MJ0225	\$ 33.55
10.510.7907	OAKLAND MARRIOT	MJ0225	\$ 6.00
10.510.7907	EVERETT & JONES BBQ	MJ0225	\$ 38.26
10.510.7907	OAKLAND MARRIOT	MJ0225	\$ 833.91
10.510.7907	PY THE HALAL GUYS	MJ0225	\$ 19.27
10.120.7901	SAMS CLUB	SV0225	\$ 126.89
10.120.7901	MICHAELS STORES	SV0225	\$ 96.13
10.120.7901	TST CALI TACOS	SV0225	\$ 700.85
10.210.7020	BJ'S RESTAURANT	SV0225	\$ 126.02
10.210.7020	MOES DELI	SV0225	\$ 72.98
10.120.7901	SAMS CLUB	SV0225	\$ 262.55
10.210.7907	SOUTHWEST SANTA ANA TO/FROM SAN JOSE	SV0225	\$ 281.96
10.120.7901	PANDA EXPRESS	SV0225	\$ 45.26
10.120.7019	OC REGISTER SUBS	TP0225	\$ 34.00
10.110.7001	LUNA GRILL	TP0225	\$ 240.75
10.120.7901	VONS	TP0225	\$ 60.23
10.120.7019	LA TIMES SUBSCRIPTION	TP0225	\$ 15.96
10.110.7001	VONS	TP0225	\$ 25.61
10.120.7907	LUNA GRILL	TP0225	\$ 55.81
10.120.7907	COFFEE BEAN	TP0225	\$ 21.82
10.120.7907	JOHN WAYNE AIRPORT	TP0225	\$ 80.00
10.120.7907	OAKLAND MARRIOT	TP0225	\$ 870.17
			\$ 18,295.56

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM E.3	Date
	Prepared By: Tan Nguyen, Director of Finance Submitted By: Lora Young, District Manager	March 20, 2025

Agenda Title:

Approve Monthly Financial Report for January 2025

Recommended Action:

Receive and file.

Summary:

Receive and file the Orange County Mosquito and Vector Control District Monthly Financial Report for January 2025.

Previous Relevant Board Actions for This Item:

Monthly report

Strategic Plan Compliance: 5. Financial Sustainability: 5.1: Conduct revenue assessment to determine long-term financial needs

Fiscal Impact:

What Amount is being requested?

Is the Amount Requested Budgeted in the Current Fiscal Year?

If No, What Funds Are Requested?

Exhibits:

Exhibit A: Monthly Financial Report for January 2025

Orange County Mosquito and Vector Control District
Monthly Financial Report
Month Ending January 31, 2025

Fund No.	Fund	Cash Balance 12/31/2024	Revenue	Expenditures	Transfers	Accrual Adjustment	Cash Balance 1/31/2025	Cash Balance 1/31/2024
10	Operating	\$ 14,549,553	\$ 2,603,008	\$ 1,210,927	\$ -	\$ 17,278	\$ 15,958,912	\$ 13,854,600
20	Vehicle Replacement	704,783	-	-	-	-	704,783	619,153
30	Liability Reserve	392,999	-	-	-	-	392,999	374,373
40	Equipment Replacement	891,181	-	-	-	-	891,181	848,943
50	Emergency Vector Control	1,784,304	-	-	-	-	1,784,304	1,699,736
60	Facility Improvement	14,749,732	13,300	1,936	-	-	14,761,096	13,607,751
70	Habitat Remediation	100,002	-	-	-	-	100,002	100,002
90	Retiree Medical Insurance	319,401	3,592	18,198	-	(6,187)	298,608	(16,533)
95	Retirement Contingency	636,508	-	-	-	-	636,508	308,554
99	Payroll Clearing	101,491	-	-	-	(1,164)	100,327	95,049
		\$ 34,229,954	\$ 2,619,900	\$ 1,231,061	\$ -	\$ 9,927	\$ 35,628,720	\$ 31,491,628

Cash & Investment Balances:		Monthly Yield
California LAIF	\$ 19,692,360	4.366%
O.C. Treasurer	1,892,134	Not available
Stifel Brokerage account		
Cash sweep account	623	0.03%
Fixed income - Muni (par)	1,415,000	2.45%
Fixed income - other (par)	3,837,000	4.33%
Insured bank deposit program	352,042	4.00%
Unamortized premium/(discount) on investments	25,663	n/a
F&M Checking	7,954,951	n/a
Payroll Checking	448,941	n/a
F&M HBP	6	0.03%
Petty Cash - Checking	10,000	n/a
Total Cash and Investments	\$ 35,628,720	

Section 115 Irrevocable Trust Balances:		3-month return
PARS Post-Employment Benefits Trust	\$ 5,440,262	2.44%
PARS Pension Trust	3,896,908	2.44%
Total PARS Trust Balances	\$ 9,337,170	


Lora Young
District Manager


Tan Nguyen
Director of Finance

Monthly Cash Flow

Month	Revenue	Expenditures	Transfers	Accrual Adjustment	Monthly Cash Flow	Prior Year Comparison
July	\$ 50,333	\$ 1,056,872	\$ -	\$ 106,535	\$ (900,004)	\$ (729,906)
August	50,822	2,736,757	-	(75,826)	(2,761,761)	(2,563,859)
September	175,929	1,289,898	-	66,546	(1,047,423)	(1,040,932)
October	326,076	1,237,541	-	1,807	(909,658)	(974,132)
November	3,547,532	1,099,227	-	40,498	2,488,803	2,354,853
December	4,816,167	1,022,765	-	(40,940)	3,752,462	4,888,355
January	2,619,900	1,231,061	-	9,927	1,398,766	305,301
February					-	(1,070,284)
March					-	366,112
April					-	3,913,414
May					-	(189,969)
June					-	(903,366)
Total YTD	\$ 11,586,759	\$ 9,674,121	\$ -	\$ 108,547	\$ 2,021,185	\$ 4,355,587

Revenues: 58% of Fiscal Year

10-Operating Fund	Budget	Actual	Percentage
Property Taxes	\$ 7,903,000	\$ 4,702,745	59.5%
1996 Benefit Assessment	1,586,000	905,500	57.1%
2004 Benefit Assessment	7,865,000	4,467,381	56.8%
Interest and Concessions	65,000	411,278	632.7%
Miscellaneous	12,000	(630)	-5.3%
Successor Agency Passthru/Residual	450,000	526,183	116.9%
Rent for Cell Sites	25,000	20,237	80.9%
VCJPA Pooled Services	20,000	160,345	801.7%
CDPH - CA State Grant	-	-	0.0%
Charges for Services	55,000	33,844	61.5%
Total Operating Fund Revenues	17,981,000	11,226,883	62.4%

The major distributions of property tax and benefit assessments occur in four installments: December, January, April, and May.

Note 1

Monies come through the County and are unpredictable

No.	Other Funds	Budget	Actual	Percentage
20	Vehicle Replacement	20,000	9,170	45.9%
30	Liability Reserve	4,000	5,114	127.9%
40	Equipment Replacement	6,500	11,596	178.4%
50	Emergency Vector Control	13,000	23,217	178.6%
60	Facility Improvement	295,000	282,879	95.9%
70	Habitat Remediation	-	-	0.0%
90	Retiree Medical Insurance	31,000	19,619	63.3%
95	Retirement Contingency	3,000	8,281	276.0%
	Total Other Funds	348,500	359,876	103.3%
	Total Revenue	\$ 18,353,500	\$ 11,586,759	63.1%

Note 1

Note 1

Note 1

Note 1

Note 1

Note 1

Note 1: Throughout the fiscal year, interest receipts are recorded as revenue when cash payments are received. At year-end, any difference between the market and book value of investments is an unrealized gain or loss and is recorded as a component of interest revenue. Interest rates and market value have an inverse relationship whereby rising interest rates result in declining market value. Consequently, interest receipt trends do not predict the year-end interest revenue that will be reported in the annual financial statements. Each quarter, interest receipts are allocated to other funds based on each fund's balance in the District's pool. The majority of revenue in funds 20, 30, 40, 50 and 95 is interest earnings.

Expenditures: 58% of Fiscal Year

No.	10-Operating Fund	Budget	Actual	Percentage
110	Trustees	\$ 57,000	\$ 16,133	28.3%
120	District Manager	497,955	299,522	60.2%
130	Legal Services	125,000	14,360	11.5%
140	Non-Departmental	532,000	170,519	32.1%
	Executive	1,211,955	500,534	41.3%
210	Administrative Services	995,355	540,981	54.4%
220	Insurance	906,600	773,334	85.3%
	Administrative Services	1,901,955	1,314,315	69.1%
310	Technical Services	2,354,042	1,445,541	61.4%
350	SIT Program	305,906	154,871	50.6%
	Scientific Technical Services	2,659,948	1,600,412	60.2%
410	Field Operations	7,623,147	4,338,265	56.9%
430	Vehicle Maintenance	765,198	289,763	37.9%
440	Building Maintenance	285,615	152,197	53.3%
	Operations	8,673,960	4,780,225	55.1%
510	Public Information	783,292	231,219	29.5%
520	Information Technology	1,048,960	752,737	71.8%
530	Public Service	203,290	177,465	87.3%
	Public Information	2,035,542	1,161,421	57.1%
	Total Operating Fund Expenditures	16,483,360	9,356,907	56.8%

Annual insurance premiums were paid in August.

No.	Other Funds	Budget	Actual	Percentage
20	Vehicle Replacement	-	-	0.0%
30	Liability Reserve	-	-	0.0%
40	Equipment Replacement	-	-	0.0%
50	Emergency Vector Control	-	-	0.0%
60	Facility Improvement	698,000	190,728	27.3%
70	Habitat Remediation	-	-	0.0%
90	Retiree Medical Insurance	351,800	126,486	36.0%
95	Retirement Contingency	300,000	-	0.0%
	Total Other Funds	1,349,800	317,214	23.5%
	Total Expenditures	\$ 17,833,160	\$ 9,674,121	54.2%

13443 1 1 1 SNFSNF001_R_R_010-020p_001
**ORANGE COUNTY MOSQUITO &
 VECTOR CONTROL DISTRICT**
 13001 GARDEN GROVE BLVD
 GARDEN GROVE CA 92843-2102

Your Financial Advisor (LU04):

SANDRA HEDSTROM WHEELER
 Telephone: (805) 783-2921

Office Serving Your Account:

4460 BROAD STREET
 SUITE 210
 SAN LUIS OBISPO, CA 93401

PRIMARY INVESTMENT OBJECTIVE: Income

RISK TOLERANCE: Moderate

For a full definition of this objective and risk tolerance, including the use of margin, please see www.stifel.com, IMPORTANT DISCLOSURES, or contact your Financial Advisor. If you have any questions concerning your investment objective or risk tolerance, or wish to make a change, please contact your Financial Advisor or the Branch Manager for this office.

TRADING TAX LOT RELIEF METHOD: First In, First Out

INVESTOR UPDATE

What are your financial resolutions for 2025? Put away more for retirement? Start saving for college? Review estate planning matters? Whatever your goals may be, your Stifel Financial Advisor can help.

ACCOUNT PROTECTION

Stifel, Nicolaus & Company, Incorporated provides up to \$150 million of coverage for securities held in client accounts, of which \$1.15 million may be in cash deposits. Ask your Financial Advisor for more details.

Thank you for allowing Stifel to serve you. In order to protect your rights, including rights under the Securities Investor Protection Act (SIPA), please promptly report, in writing, any inaccuracies or discrepancies in this account or statement to the Compliance Department of Stifel at the address below. If you have any questions regarding your account or this statement, please contact your Financial Advisor or the Branch Manager for this office. For additional information regarding your Stifel account, please refer to the current Stifel Account Agreement and Disclosure Booklet, which is available at www.stifel.com/disclosures/account-agreement.

STIFEL ACCOUNT STATEMENT

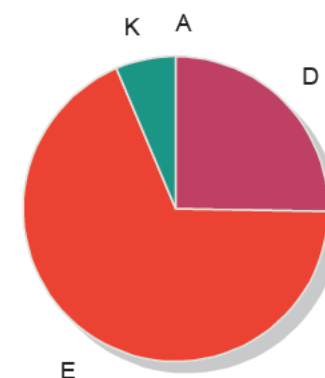
PORTFOLIO SUMMARY

	January 31	December 31
Net Cash Equivalents **	623.16	16,677.44
Net Portfolio Assets held at Stifel ⁴	5,523,015.73	5,481,207.06
Net Portfolio Assets not held at Stifel		
Net Portfolio Value	\$5,523,638.89	\$5,497,884.50
YOUR CHANGE IN PORTFOLIO VALUE		
	January 31	December 31
Net Cash Flow (Inflows/Outflows) ²		
Securities Transferred In/Out		
Income and Distributions	29,473.99	20,062.78
Change in Securities Value	-3,719.60	-6,721.95
Net Change in Portfolio Value	\$25,754.39	\$13,340.83

- ** See the Stifel Insured Bank Deposit Program Disclosure Statements for additional information.
- ² Does not include cost or proceeds for buy or sell transactions.
- ⁴ Includes balances which are FDIC insured bank deposits, not cash held in your Securities Account and not covered by SIPC.

YOUR ASSET SUMMARY

	Value on January 31, 2025 (\$)	Percentage of your account
A Net Cash Equivalents**	623.16	0.01%
D Fixed Income-Muni	1,398,463.75	25.32%
E Fixed Income-Other	3,772,510.42	68.30%
K Stifel Smart Rate ⁴	352,041.56	6.37%
Total Assets	\$5,523,638.89	100.00%





ASSET SUMMARY

	Value as of January 31, 2025				Gains/(-)Losses		
	<i>At Stifel</i>	<i>Not at Stifel</i>	<i>Total</i>	<i>% of assets *</i>	<i>Unrealized</i>	<i>Realized</i>	
						<i>This Period</i>	<i>Year-to-date</i>
Cash							
Cash Sweep**	623.16		623.16	0.01%			
Margin Balance							
A. Net Cash Equivalents	\$623.16		\$623.16	0.01%			
B. Equities							
C. Preferreds							
D. Fixed Income-Muni	1,398,463.75		1,398,463.75	25.32%	-33,177.79		
E. Fixed Income-Other	3,772,510.42		3,772,510.42	68.30%	-47,618.91		
F. Mutual Funds							
G. Unit Investment Trusts							
H. Insurance Products							
I. Alternative Investments							
J. Other Investments							
K. Stifel Smart Rate Program **	352,041.56		352,041.56	6.37%			
Net Portfolio Assets	\$5,523,015.73	\$0.00	\$5,523,015.73	99.99%	-\$80,796.70	\$0.00	\$0.00
Net Portfolio Value	\$5,523,638.89	\$0.00	\$5,523,638.89	100.00%	-\$80,796.70	\$0.00	\$0.00

INCOME & DISTRIBUTION SUMMARY

	<i>Security Type</i>	<i>Year-to-date</i>	<i>This period</i>
Dividends	Tax-Exempt		
	Taxable		
Interest	Tax-Exempt		
	Taxable	20,213.32	20,213.32
Capital Gain Distributions			
Return of Principal		9,260.67	9,260.67
Other			
Total Income & Distributions		\$29,473.99	\$29,473.99

INFORMATION SUMMARY

	<i>Security Type</i>	<i>Year-to-date</i>	<i>This period</i>
Accrued Interest Paid	Tax-Exempt		
	Taxable	416.67	416.67
Accrued Interest Received	Tax-Exempt		
	Taxable		
Gross Proceeds		56,000.00	56,000.00
Federal Withholding			
Foreign Taxes Paid			
Margin Interest Charged			

* Please note "% of assets" figures are shown gross of any amounts owed to Stifel and/or net short positions.

** Include balances which are FDIC insured bank deposits, not cash held in your Securities Account and not covered by SIPC.



ASSET DETAILS

This section shows the cash equivalents and/or securities in your account. Prices obtained from outside sources are considered reliable but are not guaranteed by Stifel. Actual prices may vary, and upon sale, you may receive more or less than your original purchase price. Contact your Financial Advisor for current price quotes. Gain/Loss is provided for informational purposes only. Cost basis may be adjusted for, but not limited to, amortization, accretion, principal paydowns, capital changes, listed option premiums, gifting rules, inheritance step-up, or wash sales. The Gain/Loss information should not be used for tax preparation without the assistance of your tax advisor. Lot detail quantity displayed is truncated to the one thousandth of a share.

NET CASH EQUIVALENTS

	<i>Current value</i>	<i>Cost Basis</i>	<i>Estimated Annualized Income</i>	<i>Rate at Month End</i>
STIFEL FDIC INSURED	623.16	623.16	0.19	0.03%
Total Net Cash Equivalents	\$623.16	\$623.16	\$0.19	0.03%

STIFEL INSURED BANK DEPOSIT PROGRAM

Funds deposited through the Stifel Insured Bank Deposit Program (the "Program") may be deposited at multiple banks. The Program's Disclosure Statement is available at www.stifel.com/disclosures/account-agreement. The deposits are not covered by the Securities Investor Protection Corporation ("SIPC"). Deposits are insured by the FDIC within applicable limits.

Balances in the Program or in any money market fund offered as an available fund for Cash Investment Services at Stifel, subject to applicable limits, can be liquidated upon request and the proceeds returned to your securities account or can be distributed directly to you with the proper withdrawal form on file.

PORTFOLIO ASSETS - HELD AT STIFEL

Fixed Income-Muni	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
SAN DIEGO CA CONVNTN CTR EXPANSION FING AUTH LSE REV RFDG B/E TXBL CPN 1.677% DUE 04/15/25 DTD 07/08/20 FC 10/15/20 CUSIP: 79727LBS7 <i>Original Cost: 173,029.30</i>	S&P: AA- Cash	170,000	99.4550 169,073.50	100.0874 170,148.50	839.43	-1,075.00	2,850.90	1.69%
SUFFOLK CNTY NY RFDG SER C AGM B/E TXBL CPN 1.607% DUE 06/15/25 DTD 11/18/20 FC 12/15/20 CUSIP: 86476PE20 <i>Original Cost: 252,280.00</i>	S&P: AA Cash	250,000	98.9700 247,425.00	100.0764 250,190.89	513.35	-2,765.89	4,017.50	1.62%



ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Muni	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
FLORIDA ST BRD ADMIN FIN CORP REV SER A B/E TXBL CPN 1.258% DUE 07/01/25 DTD 09/16/20 FC 01/01/21 CUSIP: 341271AD6 <i>Original Cost: 101,351.00</i>	S&P: AA Moody: Aa2 Cash	100,000	98.6640 98,664.00	100.1490 100,148.98	104.83	-1,484.98	1,258.00	1.28%
KENTUCKY HSG CORP REV SER B B/E TXBL CPN 3.312% DUE 07/01/25 DTD 12/01/16 FC 07/01/17 CUSIP: 49130TVJ2 <i>Original Cost: 216,995.00</i>	S&P: AAA Moody: Aaa Cash	200,000	99.5420 199,084.00	100.8716 201,743.13	552.00	-2,659.13	6,624.00	3.33%
CLEVELAND OH INCM TAX REV RFDG SUB LEIN SER A 1 B/E TXBL CPN 1.985% DUE 10/01/25 DTD 02/26/20 FC 10/01/20 CUSIP: 186387VE3 <i>Original Cost: 104,395.00</i>	S&P: AA Moody: Aa3 Cash	100,000	98.4970 98,497.00	100.6086 100,608.59	661.67	-2,111.59	1,985.00	2.02%
STEPHENSON CNTY IL SCH DIST 145 FREEPORT RFDG AGM B/E TXBL CPN 1.750% DUE 10/01/25 DTD 11/24/20 FC 04/01/21 CUSIP: 858892MD1 <i>Original Cost: 103,005.00</i>	S&P: AA Cash	100,000	98.2360 98,236.00	100.4224 100,422.35	583.33	-2,186.35	1,750.00	1.78%
BAY AREA TOLL AUTH CA TOLL BRDG REV SAN FRANCISO F 1 B/E TXBL CPN 2.425% DUE 04/01/26 DTD 09/26/19 FC 04/01/20 CUSIP: 072024WR9 <i>Original Cost: 133,472.85</i>	S&P: AA Moody: Aa3 Cash	125,000	97.8730 122,341.25	101.6548 127,068.49	1,010.42	-4,727.24	3,031.25	2.48%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Muni	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
UNIVERSITY CA REV RFDG GENL SER AS B/E TXBL CPN 2.587% DUE 05/15/26 DTD 04/20/16 FC 11/15/16 CUSIP: 91412GE27 <i>Original Cost: 161,363.00</i>	S&P: AA Moody: Aa2 Cash	150,000	97.8400 146,760.00	101.9938 152,990.74	819.22	-6,230.74	3,880.50	2.64%
MASSACHUSETTS EDL FING AUTH ED LN ISSUE L SR SER A REV B/E TXBL CPN 4.038% DUE 07/01/26 DTD 06/13/18 FC 01/01/19 CUSIP: 57563RPM5 <i>Original Cost: 248,805.20</i>	S&P: AA Cash	220,000	99.2650 218,383.00	103.7818 228,319.87	740.30	-9,936.87	8,883.60	4.07%
Total Fixed Income-Muni		1,415,000	\$1,398,463.75	\$1,431,641.54	\$5,824.55	-\$33,177.79	\$34,280.75	2.45%
Municipal Bonds held may or may not be tax free. Please consult with your tax advisor.								
Fixed Income-Other	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
SOUTHERN CA EDISON CO 1ST & RFDG MTG BOND SER E CPN 3.700% DUE 08/01/25 DTD 08/02/18 FC 02/01/19 CALL 06/01/25 @ 100.000 CUSIP: 842400GN7 <i>Original Cost: 150,425.00</i>	S&P: A- Moody: A2 Cash	150,000	99.2450 148,867.50	100.0272 150,040.79	2,775.00	-1,173.29	5,550.00	3.73%
SOCIETE GENERALE UNSECD MEDIUM TERM NOTE STEP CPN 1.300% DUE 08/19/25 DTD 08/19/20 FC 02/19/21 CALL 02/19/25 @ 100.000 CUSIP: 83369MD25	S&P: A Moody: A1 Cash	50,000	97.4480 48,724.00	98.5100 49,255.00	292.50	-531.00	650.00	1.33%
REALTY INCOME CORP NOTE CPN 4.625% DUE 11/01/25 DTD 11/01/21 FC 05/01/22 CALL 09/01/25 @ 100.000 CUSIP: 756109BE3	S&P: A- Moody: A3 Cash	200,000	99.9460 199,892.00	99.7385 199,477.00	2,312.50	415.00	9,250.00	4.63%



ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
BMO HARRIS BANK NA CHICAGO IL CD FDIC #16571 CLLB CPN 3.000% DUE 11/26/25 DTD 05/26/22 FC 08/26/22 CALL 02/26/25 @ 100.000 CUSIP: 05600XFJ4	Cash	145,000	98.9900" 143,535.50	100.0000 145,000.00	798.50	-1,464.50	4,350.00	3.03%
SIMON PPTY GRP LP NOTE CPN 3.300% DUE 01/15/26 DTD 01/13/16 FC 07/15/16 CALL 10/15/25 @ 100.000 CUSIP: 828807CW5 <i>Original Cost: 131,249.00</i>	S&P: A- Moody: A3 Cash	120,000	98.7970 118,556.40	101.6291 121,954.88	176.00	-3,398.48	3,960.00	3.34%
TWO HBRS INVT CORP SR NOTE CONV CPN 6.250% DUE 01/15/26 DTD 02/01/21 FC 07/15/21 CUSIP: 90187BAB7	Cash	35,000	98.8000 34,580.00	98.0143 34,305.00	97.22	275.00	2,187.50	6.33%
MORGAN STANLEY SR NOTE CPN 3.875% DUE 01/27/26 DTD 01/27/16 FC 07/27/16 CUSIP: 61746BDZ6 <i>Original Cost: 100,291.00</i>	S&P: A- Moody: A1 Cash	100,000	99.3810 99,381.00	100.0892 100,089.19	43.06	-708.19	3,875.00	3.90%
LEGG MASON INC SR NOTE CPN 4.750% DUE 03/15/26 DTD 03/22/16 FC 09/15/16 CUSIP: 524901AV7 <i>Original Cost: 130,942.50</i>	S&P: A Moody: A2 Cash	125,000	100.0660 125,082.50	101.4536 126,817.02	2,243.06	-1,734.52	5,937.50	4.75%
PENNYMAC CORP CONV SR NOTE CPN 5.500% DUE 03/15/26 DTD 03/05/21 FC 09/15/21 CUSIP: 70932AAF0	Cash	100,000	98.1000 98,100.00	96.7550 96,755.00	2,077.78	1,345.00	5,500.00	5.61%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
CUSTOMERS BANK PHOENIXVILLE PA CD FDIC #34444 CPN 5.000% DUE 03/31/26 DTD 03/31/23 FC 09/30/23 CUSIP: 23204HNV6	Cash	140,000	100.8060" 141,128.40	100.0000 140,000.00	2,378.08	1,128.40	7,000.00	4.96%
BANK AMERICA CORP SR NOTE CPN 3.500% DUE 04/19/26 DTD 04/19/16 FC 10/19/16 CUSIP: 06051GFX2 <i>Original Cost: 105,286.00</i>	S&P: A- Moody: A1 Cash	100,000	98.7200 98,720.00	101.6066 101,606.62	991.67	-2,886.62	3,500.00	3.55%
FEDL HOME LOAN BANK BOND CPN 0.940% DUE 05/26/26 DTD 05/26/21 FC 11/26/21 CALL 02/26/25 @ 100.000 CUSIP: 3130AMH39	S&P: AA+ Moody: Aaa Cash	135,000	95.7600 129,276.00	100.0000 135,000.00	229.13	-5,724.00	1,269.00	0.98%
BROOKFIELD FIN INC GTD NOTE CPN 4.250% DUE 06/02/26 DTD 06/02/16 FC 12/02/16 CALL 03/02/26 @ 100.000 CUSIP: 11271LAA0	S&P: A- Moody: A3 Cash	115,000	99.3620 114,266.30	98.1793 112,906.25	801.01	1,360.05	4,887.50	4.28%
FEDL FARM CREDIT BANK BOND CPN 0.900% DUE 06/15/26 DTD 06/15/21 FC 12/15/21 CALL 02/07/25 @ 100.000 CUSIP: 3133EMH21	S&P: AA+ Moody: Aaa Cash	50,000	95.5340 47,767.00	99.8897 49,944.87	57.50	-2,177.87	450.00	0.94%
TOYOTA MOTOR CREDIT CORP UNSECD MEDIUM TERM NOTE CPN 5.000% DUE 08/14/26 DTD 08/14/23 FC 02/14/24 CUSIP: 89236TKX2 <i>Original Cost: 150,992.00</i>	S&P: A+ Moody: A1 Cash	150,000	100.7460 151,119.00	100.4944 150,741.60	3,479.17	377.40	7,500.00	4.96%



ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
NEW REPUBLIC BANK CHARLOTTE NC CD FDIC #34860 CLLB CPN 5.200% DUE 01/22/27 DTD 07/22/24 FC 08/22/24 CALL 03/22/25 @ 100.000 CUSIP: 64832JAZ1	Cash	160,000	100.0220" 160,035.20	100.0000 160,000.00	227.95	35.20	8,320.00	5.20%
U S TREASURY NOTE CPN 2.250% DUE 02/15/27 DTD 02/15/17 FC 08/15/17 CUSIP: 912828V98 <i>Original Cost: 101,787.19</i>	Moody: Aaa Cash	98,000	96.1450 94,222.10	101.5889 99,557.11	1,018.61	-5,335.01	2,205.00	2.34%
FEDL HOME LOAN BANK BOND CPN 2.010% DUE 02/25/27 DTD 02/25/22 FC 08/25/22 CALL 02/25/25 @ 100.000 CUSIP: 3130AQUD3	S&P: AA+ Moody: Aaa Cash	100,000	95.4640 95,464.00	98.7550 98,755.00	871.00	-3,291.00	2,010.00	2.11%
STATE BANK OF INDIA NEW YORK NY CD FDIC #33682 CPN 2.200% DUE 03/10/27 DTD 03/10/22 FC 09/10/22 CUSIP: 856285J36	Cash	59,000	95.8220" 56,534.98	100.0000 59,000.00	512.09	-2,465.02	1,298.00	2.30%
REDWOOD TR INC CONVERTIBLE BOND CPN 7.750% DUE 06/15/27 DTD 06/09/22 FC 12/15/22 CUSIP: 758075AF2	Cash	100,000	98.2000 98,200.00	99.1300 99,130.00	990.28	-930.00	7,750.00	7.89%
CANADIAN IMPERIAL BANK SR GLBL MEDIUM TERM NOTE CPN 5.250% DUE 12/30/27 DTD 12/30/22 FC 06/30/23 CALL 12/30/25 @ 100.000 CUSIP: 13607XEB9 <i>Original Cost: 141,804.70</i>	S&P: A- Moody: A2 Cash	140,000	99.7190 139,606.60	100.0000 140,000.00	632.92	-393.40	7,350.00	5.26%



ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
FEDL HOME LOAN MTG CORP MEDIUM TERM NOTE CPN 5.250% DUE 03/05/29 DTD 03/05/24 FC 09/05/24 CALL 03/05/25 @ 100.000 CUSIP: 3134H1VT7 <i>Original Cost: 100,482.00</i>	S&P: AA+ Moody: Aaa Cash	100,000	100.0590 100,059.00	100.0000 100,000.00	2,129.17	59.00	5,250.00	5.25%
FEDL AGRIC MTG CORP MEDIUM TERM NOTE CPN 5.500% DUE 07/09/29 DTD 07/09/24 FC 01/09/25 CALL 07/09/25 @ 100.000 CUSIP: 31424WLE0 <i>Original Cost: 100,455.00</i>	Cash	100,000	100.1400 100,140.00	100.2028 100,202.80	336.11	-62.80	5,500.00	5.49%
FEDL HOME LOAN MTG CORP MEDIUM TERM NOTE CPN 4.000% DUE 10/03/29 DTD 10/03/24 FC 04/03/25 CALL 04/03/25 @ 100.000 CUSIP: 3134HAPX5	S&P: AA+ Moody: Aaa Cash	200,000	97.3650 194,730.00	99.7775 199,555.00	2,622.22	-4,825.00	8,000.00	4.11%
FEDL HOME LOAN BANK BOND CPN 4.850% DUE 10/17/29 DTD 10/17/24 FC 04/17/25 CALL 04/17/25 @ 100.000 CUSIP: 3130B37C1 <i>Original Cost: 155,658.75</i>	S&P: AA+ Moody: Aaa Cash	155,000	99.7970 154,685.35	100.1794 155,278.14	2,171.72	-592.79	7,517.50	4.86%
FEDL HOME LOAN BANK BOND CPN 4.870% DUE 12/05/29 DTD 12/05/24 FC 06/05/25 CALL 12/05/25 @ 100.000 CUSIP: 3130B3VS9 <i>Original Cost: 100,555.00</i>	S&P: AA+ Moody: Aaa Cash	100,000	99.8930 99,893.00	100.4696 100,469.58	757.56	-576.58	4,870.00	4.88%
JPMORGAN CHASE & CO UNSECD NOTE FXD/VAR CPN 4.452% DUE 12/05/29 DTD 12/05/18 FC 06/05/19 CALL 12/05/28 @ 100.000 CUSIP: 46647PAX4 <i>Original Cost: 203,525.00</i>	S&P: A Moody: A1 Cash	200,000	98.3240 196,648.00	101.6230 203,246.03	1,385.07	-6,598.03	8,904.00	4.53%



ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
CELTIC BANK SALT LAKE CITY UT CD FDIC #57056 CPN 4.150% DUE 12/20/30 DTD 12/20/24 FC 01/20/25 CUSIP: 15118RT80	Cash	130,000	100.3010" 130,391.30	100.0000 130,000.00	177.37	391.30	5,395.00	4.14%
GOVT NATL MTG ASSN REMIC SER 2024-181 CL D MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/52 DTD 11/01/24 FC 12/20/24 CUSIP: 38384X3Y7 <i>Remaining Balance: \$99,180.34</i> <i>Original Cost: 100,005.00</i>	Cash	100,000	98.1408 97,336.38	100.0050 99,185.35	413.25	-1,848.97	4,959.01	5.09%
GOVT NATL MTG ASSN REMIC SER 2024-92 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/54 DTD 05/01/24 FC 06/20/24 CUSIP: 38384NXH3 <i>Remaining Balance: \$52,678.51</i> <i>Original Cost: 64,680.00</i>	Cash	65,000	98.9134 52,106.10	99.3926 52,358.52	219.49	-252.41	2,633.92	5.05%
GOVT NATL MTG ASSN REMIC SER 2024-109 CL MA MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/54 DTD 07/01/24 FC 08/20/24 CUSIP: 38384QP69 <i>Remaining Balance: \$62,271.50</i> <i>Original Cost: 64,842.50</i>	Cash	65,000	97.7615 60,877.55	99.7471 62,114.01	259.47	-1,236.45	3,113.57	5.11%
GOVT NATL MTG ASSN REMIC SER 2025-1 CL UJ MONTHLY 19 DAY DELAY CPN 5.000% DUE 01/20/55 DTD 01/01/25 FC 02/20/25 CUSIP: 38385CFH6	Cash	100,000	99.7500 99,750.00	99.7550 99,755.00	416.67	-5.00	5,000.00	5.01%



ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income⁶</i>	<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
FEDL HOME LOAN MTG CORP MULTICL REMIC 5492 CL CA MONTHLY 24 DAY DELAY CPN 5.000% DUE 01/25/55 DTD 12/01/24 FC 01/25/25 CUSIP: 3137HHY62 <i>Remaining Balance: \$147,812.10 Original Cost: 149,817.50</i>	Cash	150,000	96.6330 142,835.26	99.8765 147,629.60	615.88	-4,794.33	7,390.60	5.17%
Total Fixed Income-Other		3,837,000	\$3,772,510.42	\$3,820,129.36	\$34,509.01	-\$47,618.91	\$163,333.10	4.33%
<i>Principal Protected Notes are subject to the credit risk of the issuer. Principal Protected Market Linked CDs are subject to applicable limits.</i>								
Stifel Smart Rate Program	<i>Symbol/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>		<i>Unrealized Gain/(-)Loss¹⁰</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
STIFEL SMART RATE STIFEL BANK ID: 998606107 <i>Interest Option: Reinvest</i>	Cash	167,974.310	1.0000 167,974.31	1.0000 167,974.31		0.00	6,718.97	4.00%
STIFEL SMART RATE STIFEL BANK & TRUST ID: 998606305 <i>Interest Option: Reinvest</i>	Cash	184,067.250	1.0000 184,067.25	1.0000 184,067.25		0.00	7,362.69	4.00%
Total Stifel Smart Rate Program			\$352,041.56	\$352,041.56		\$0.00	\$14,081.66	4.00%
<i>Stifel Smart Rate is a FDIC insured bank deposit held in Stifel's name for the benefit of clients, not cash held in your securities account and not covered by SIPC.</i>								
Total Portfolio Assets - Held at Stifel			\$5,523,015.73	\$5,603,812.46		-\$80,796.70	\$211,695.51	3.83%
Total Net Portfolio Value			\$5,523,638.89	\$5,604,435.62		-\$80,796.70	\$211,695.70	3.83%

FOOTNOTE DEFINITIONS

- ⁶ **Accrued Income:** Accrued Income amounts are provided for informational purposes only and are not included as part of the Net Portfolio Value. Accrued Income represents the sum of accrued interest and accrued dividends on securities positions, but which Stifel has not yet received. Stifel cannot guarantee the accuracy of the Accrued Income, which may be subject to change. Accrued Income amounts are not covered by SIPC and should not be relied upon for making investment decisions.
- ¹⁰ Please note "Unrealized Gain/(-)Loss" does not equal the total current value minus the total cost if any value or cost amounts are missing. Unrealized gains or losses are provided for your information only and should not be used for tax purposes.
- ¹⁵ There will be no secondary market for Stifel Fixed Yield time deposits. An early withdrawal penalty of the lessor of 90 days interest or half of the interest earned for the amount withdrawn will apply. For complete terms, please contact your Financial Advisor.
- " The price assigned to this instrument may have been provided by a national pricing service and is derived from a 'market-driven pricing model.'
This price may not be the actual price you would receive in the event of a sale prior to the maturity of the C.D. Additional information is available upon request.



ACTIVITY SUMMARY				CASH EQUIVALENTS		
Type of Activity	Activity	Year-to-date	This period	Cash	Cash Sweep	Margin
	Opening Balance - Net Cash Equivalents		\$16,677.44	\$0.00	\$16,677.44	\$0.00
Buy and Sell Transactions	Assets Bought	-101,528.27	-101,528.27	-101,528.27		
	Assets Sold/Redeemed	56,000.00	56,000.00	56,000.00		
Deposits	Deposits Made To Your Account					
Withdrawals	Withdrawals From Your Account					
Income and Distributions	Income and Distributions	29,473.99	29,473.99	29,473.99		
Cash Sweep Activity	Cash Sweep Activity			16,054.28	-16,054.28	
Margin Interest	Margin Interest Charged					
Other	Other Transactions					
Cash Management Activity	Card Activity					
	ACH/ATM Activity					
Checkwriting Activity	Checks You Wrote					
	Closing Balance - Net Cash Equivalents		\$623.16	\$0.00	\$623.16	\$0.00
Securities Transferred	Securities Transferred In/Out					

ACTIVITY DETAILS				CASH EQUIVALENTS				
			This period	Cash	Cash Sweep	Margin		
Opening Balance - Net Cash Equivalents			\$16,677.44	\$0.00	\$16,677.44	\$0.00		
Assets Bought								
Date	Activity	Quantity	Price	Description	Total	Cash	Cash Sweep	Margin
1/27/2025	Interest Reinvest	558.460		STIFEL SMART RATE STIFEL BANK ID: 998606107	-558.46	-558.46		
	****note****			REINVEST AT 1.000				
1/27/2025	Interest Reinvest	798.140		STIFEL SMART RATE STIFEL BANK & TRUST ID: 998606305	-798.14	-798.14		
	****note****			REINVEST AT 1.000				



ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Assets Bought continued

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Price</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/29/2025	Asset Bought	100,000.000	99.7500	GOVT NATL MTG ASSN REMIC SER 2025-1 CL UJ MONTHLY 19 DAY DELAY CPN 5.000% DUE 01/20/55 DTD 01/01/25 FC 02/20/25 CUSIP: 38385CFH6	-100,171.67	-100,171.67		
Total Assets Bought					-\$101,528.27	-\$101,528.27		

Assets Sold/Redeemed

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Price</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/29/2025	Asset Sold	-56,000.000	1.0000	STIFEL SMART RATE STIFEL BANK & TRUST ID: 998606305	56,000.00	56,000.00		
Total Assets Sold/Redeemed					\$56,000.00	\$56,000.00		

Income and Distributions

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/2/2025	Interest		FLORIDA ST BRD ADMIN FIN CORP REV SER A B/E TXBL CPN 1.258% DUE 07/01/25 DTD 09/16/20 FC 01/01/21 010125 100,000 CUSIP: 341271AD6	629.00	629.00		
1/2/2025	Interest		KENTUCKY HSG CORP REV SER B B/E TXBL CPN 3.312% DUE 07/01/25 DTD 12/01/16 FC 07/01/17 010125 200,000 CUSIP: 49130TVJ2	3,312.00	3,312.00		
1/2/2025	Interest		MASSACHUSETTS EDL FING AUTH ED LN ISSUE L SR SER A REV B/E TXBL CPN 4.038% DUE 07/01/26 DTD 06/13/18 FC 01/01/19 010125 220,000 CUSIP: 57563RPM5	4,441.80	4,441.80		



ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Income and Distributions continued

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/9/2025	Interest		FEDL AGRIC MTG CORP MEDIUM TERM NOTE CPN 5.500% DUE 07/09/29 DTD 07/09/24 FC 01/09/25 CALL 07/09/25 @ 100.000 010925 100,000 CUSIP: 31424WLE0	2,750.00	2,750.00		
1/15/2025	Interest		SIMON PPTY GRP LP NOTE CPN 3.300% DUE 01/15/26 DTD 01/13/16 FC 07/15/16 CALL 10/15/25 @ 100.000 011525 120,000 CUSIP: 828807CW5	1,980.00	1,980.00		
1/15/2025	Interest		TWO HBRS INVT CORP SR NOTE CONV CPN 6.250% DUE 01/15/26 DTD 02/01/21 FC 07/15/21 011525 35,000 CUSIP: 90187BAB7	1,093.75	1,093.75		
1/21/2025	Interest		CELTIC BANK SALT LAKE CITY UT CD FDIC #57056 CPN 4.150% DUE 12/20/30 DTD 12/20/24 FC 01/20/25 012025 130,000 CUSIP: 15118RT80	458.21	458.21		
1/21/2025	Interest		GOVT NATL MTG ASSN REMIC SER 2024-92 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/54 DTD 05/01/24 FC 06/20/24 012025 65,000 CUSIP: 38384NXH3	236.56	236.56		
1/21/2025	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2024-92 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/54 DTD 05/01/24 FC 06/20/24 012025 65,000 CUSIP: 38384NXH3	4,095.31	4,095.31		



ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Income and Distributions continued

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/21/2025	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2024-109 CL MA MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/54 DTD 07/01/24 FC 08/20/24 012025 65,000 CUSIP: 38384QP69	2,431.98	2,431.98		
1/21/2025	Interest		GOVT NATL MTG ASSN REMIC SER 2024-109 CL MA MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/54 DTD 07/01/24 FC 08/20/24 012025 65,000 CUSIP: 38384QP69	269.60	269.60		
1/21/2025	Interest		GOVT NATL MTG ASSN REMIC SER 2024-181 CL D MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/52 DTD 11/01/24 FC 12/20/24 012025 100,000 CUSIP: 38384X3Y7	415.52	415.52		
1/21/2025	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2024-181 CL D MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/52 DTD 11/01/24 FC 12/20/24 012025 100,000 CUSIP: 38384X3Y7	545.48	545.48		
1/22/2025	Interest		NEW REPUBLIC BANK CHARLOTTE NC CD FDIC #34860 CLLB CPN 5.200% DUE 01/22/27 DTD 07/22/24 FC 08/22/24 012225 160,000 CUSIP: 64832JAZ1	706.63	706.63		



ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Income and Distributions continued

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/27/2025	Interest		FEDL HOME LOAN MTG CORP MULTICL REMIC 5492 CL CA MONTHLY 24 DAY DELAY CPN 5.000% DUE 01/25/55 DTD 12/01/24 FC 01/25/25 012525 150,000 CUSIP: 3137HHY62	625.00	625.00		
1/27/2025	Return Of Principal		FEDL HOME LOAN MTG CORP MULTICL REMIC 5492 CL CA MONTHLY 24 DAY DELAY CPN 5.000% DUE 01/25/55 DTD 12/01/24 FC 01/25/25 012525 150,000 CUSIP: 3137HHY62	2,187.90	2,187.90		
1/27/2025	Interest		MORGAN STANLEY SR NOTE CPN 3.875% DUE 01/27/26 DTD 01/27/16 FC 07/27/16 012725 100,000 CUSIP: 61746BDZ6	1,937.50	1,937.50		
1/27/2025	Interest		STIFEL SMART RATE STIFEL BANK 012425 167,415.85000 ID: 998606107	558.46	558.46		
1/27/2025	Interest		STIFEL SMART RATE STIFEL BANK & TRUST 012425 239,269.11000 ID: 998606305	798.14	798.14		
1/31/2025	Interest		STIFEL FDIC INSURED BANK DEPOSIT PROGRAM 013125 623 CUSIP: 09999844	1.15	1.15		
Total Income and Distributions				\$29,473.99	\$29,473.99		

Cash Sweep Activity

<i>Date</i>	<i>Activity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/2/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-8,382.80	8,382.80	



ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Cash Sweep Activity continued

<i>Date</i>	<i>Activity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
1/9/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-2,750.00	2,750.00	
1/15/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-1,980.00	1,980.00	
1/16/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-1,093.75	1,093.75	
1/21/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-8,452.66	8,452.66	
1/22/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-706.63	706.63	
1/27/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-2,812.90	2,812.90	
1/28/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-1,937.50	1,937.50	
1/30/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-56,000.00	56,000.00	
1/31/2025	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-1.15	1.15	
1/31/2025	Sale	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		100,171.67	-100,171.67	
Total Cash Sweep Activity			\$0.00	\$16,054.28	-\$16,054.28	

	<i>This period</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
Closing Balance - Net Cash Equivalents	\$623.16	\$0.00	\$623.16	\$0.00



Stifel Insured Bank Deposit Program

Amount(s) listed below include accrued interest in the amount of \$1.15. The rate at month-end was 0.03%. For advisory accounts with balances qualifying for Enhanced Advisory Yield, see the Certain Definitions page for more information.

Description	Location	Previous Month Value	Current Month Value
Stifel Trust Company NA	St. Louis, MO	\$9,873.69	\$0.50
Stifel Bank	St. Louis, MO	\$10.69	\$0.00
Wells Fargo Bank NA	Sioux Falls, SD	\$6,793.06	\$622.66
Closing Balance - Stifel Insured Bank Deposit Program			\$623.16

Stifel Smart Rate Program

Amount(s) listed below include accrued interest in the amount of \$1,356.60.* The yield at month-end for the Stifel Smart Rate Program was 4.00%.

Description	Location	Previous Month Value	Current Month Value
Stifel Bank & Trust	St. Louis, MO	\$239,269.11	\$184,067.25
Stifel Bank	St. Louis, MO	\$167,415.85	\$167,974.31
Closing Balance - Stifel Smart Rate Program			\$352,041.56**

Your deposit balances at each Program Bank are eligible for insurance by the FDIC within applicable limits. The deposit balances are not insured by SIPC. Please refer to the Stifel Insured Bank Deposit Program Disclosure Statement and the Stifel Insured Bank Deposit Program for Retirement Accounts Disclosure Statement which are available at www.stifel.com/disclosures/account-agreement or from your Financial Advisor.

Stifel Smart Rate Program balances are bank deposits, which are eligible for insurance by the FDIC within applicable limits. Deposits in the Stifel Smart Rate Program with Stifel Bank, member FDIC, Stifel Bank & Trust, member FDIC, Stifel Trust Company, N.A., member FDIC, or Stifel Trust Company Delaware, N.A., member FDIC are reflected here for your convenience and are not cash held in your securities account(s). Stifel Smart Rate Program deposits are not insured by SIPC. For additional information and terms and conditions concerning these deposits, see the Stifel Smart Rate Program Disclosure which is available at www.stifel.com/disclosures or from your Financial Advisor.

* The interest accrual period for the Stifel Smart Rate Program is measured from the 26th of the previous month through the 25th of the current month. The accrued interest amount is based on this accrual period, not a calendar month.

** The closing balance reflects deposits and withdrawals before the applicable cutoff time on the last business day of the month, regardless of when the transaction settles.



Certain Definitions

“**Stifel**” means Stifel, Nicolaus & Company, Incorporated, Member SIPC and NYSE.

“**Stifel Banks**” means affiliated banks of Stifel, which may include Stifel Bank & Trust, Member Federal Deposit Insurance Corporation (“FDIC”); Stifel Bank, Member FDIC; Stifel Trust Company, National Association, Member FDIC; and Stifel Trust Company Delaware, National Association, Member FDIC. **Unless otherwise specified, products purchased from or held by Stifel in a securities account are not insured by the FDIC, are not deposits or other obligations of the Stifel Banks, are not guaranteed by the Stifel Banks, and are subject to investment risk, including possible loss of the principal.**

“**Stifel Smart Rate Program**” refers to a money market deposit account at Stifel Bank & Trust, Stifel Bank, Stifel Trust Company, N.A., or Stifel Trust Company Delaware, N.A., each an affiliate of Stifel, which is made available to eligible clients of Stifel. The deposits are insured by the FDIC, within applicable limits, and are not cash held in your securities account. For additional information and terms and conditions concerning these deposits, see the Stifel Smart Rate Program Disclosure, which is available at www.stifel.com/disclosures or from your Financial Advisor.

“**Stifel Fixed Yield Program**” refers to a time deposit account at Stifel Bank & Trust, Stifel Bank, Stifel Trust Company, N.A., or Stifel Trust Company Delaware, N.A., each an affiliate of Stifel, which is made available to eligible clients of Stifel. The deposits are insured by the FDIC, within applicable limits, and are not cash held in your securities account. For additional information and terms and conditions concerning these deposits, see the Stifel Fixed Yield Program Disclosure, which is available at www.stifel.com/disclosures or from your Financial Advisor.

“**Enhanced Advisory Yield**” refers to an interest rate tier assigned to certain advisory accounts with an eligible deposit account balance. For advisory accounts with balances qualifying for an Enhanced Advisory Yield, Stifel will use the balances in your deposit accounts at the end of the prior business day to determine the interest rate tier applicable to balances earning standard interest and the interest rate tier applicable to balances earning an Enhanced Advisory Yield. The estimated yield at month-end displayed on statements is the weighted average of the standard and enhanced interest rates. Additional information, including terms and conditions, is available at www.stifel.com/disclosures/sweep-choices/sweep-choices-disclosure.

Account Disclosures

Errors and Inquiries – You should review this statement carefully and notify the Manager of the Office servicing your account of anything you believe to be incorrect. Any verbal communications should be re-confirmed in writing to protect your rights, including rights under SIPA. All statements furnished to you shall be considered accurate, complete, and acknowledged by you unless you report any inaccuracies to the Manager. Instructions and inquiries should be directed to your Financial Advisor. When making inquiries, please mention your account number. Please notify us promptly of any change of address.

Investment Objective – All clients are requested to promptly notify us of any material change in their investment objective or financial situation in order to assist us in maintaining current background and financial information.

Pricing and Rating of Securities – The pricing of securities displayed on your statement is derived from various sources and, in some cases, may be higher or lower than the price you would actually receive in the market. If we cannot obtain a price, “N/A” appears. For securities listed on an exchange or trading continually in an active marketplace, the prices reflect market quotations at the close of your statement period. For securities trading less frequently, we rely on third-party pricing services or a computerized pricing model, which may not always reflect actual market values. Similarly, some insurance product values provided by outside carriers may be valued as of a date other than the statement date. Bond ratings of securities were obtained from various rating services. There is no guarantee with respect to their accuracy. For current price quotes, please contact your Financial Advisor.

Cost Basis Information – All information provided with respect to cost basis is derived from transactions in the account or information supplied by other sources. There is no guarantee as to the accuracy of cost basis information or the profit and loss information provided for tax lots designated as noncovered. Stifel uses the first-in, first-out method when calculating the realized gain or loss on sale transactions unless a specific identification is made prior to settlement date. The gain or loss provided on your statement is informational only and should not be used for tax reporting. A 1099 including the cost basis for sale proceeds from covered tax lots will be provided after year-end for tax reporting. Please inform your Financial Advisor if a cost basis is not accurate.

Transaction Dates – All securities are reflected on a trade date basis. Effective May 28, 2024, the settlement cycle was reduced to T+1 (trade date plus one business day) from T+2 (trade date plus two business days).

Custody of Securities – Securities held by Stifel, Nicolaus & Company, Incorporated for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by our

Correspondent, the Depository Trust Company, or in similar systems.

Assets Held Away – You may purchase certain assets through Stifel, which will be held at a custodial institution other than Stifel. Where available, we include information about these assets on your statement. The custodial institution is responsible, however, for providing year-end tax reporting information (Form 1099) and separate periodic statements, which may vary from the information included on your Stifel statement because of different reporting periods. Your Stifel statements may also reflect other assets “not held” at Stifel, in addition to those held by a custodial institution. The value and nature of these investments is generally provided by you. Stifel does not guarantee the accuracy of the information with respect to the value of these investments as reflected on your statement. Assets held away are not covered by Stifel SIPC.

Estimated Annual Income and Yields – Estimated annual income and yields are calculated by annualizing the most recent distribution and do not reflect historical experience or project future results. The yield information for the money market funds is based on historical performance; future yields will fluctuate. These figures have been obtained from sources believed to be reliable, but no assurance can be made as to accuracy. Before investing in any of these funds, carefully read the prospectus, which is available through your Financial Advisor.

Order Routing and Payment for Order Flow – In order to access a wide variety of execution venues, the firm does participate in the maker/taker model. Certain exchanges and other trading centers to which the firm routes equities and options orders have implemented fee structures under which broker-dealer participants may receive rebates on certain orders. Under these fee structures, participants are charged a fee for orders that take liquidity from the venue and provided a rebate for orders that add liquidity to the venue. Rebates received by the firm from a venue during any time period may or may not exceed the fees paid by the firm to the venue during that time period. Fees and/or rebates from all venues are subject to change. Stifel will provide customers additional information regarding average net fees/rebates paid/received upon written request. For venues from which Stifel receives a rebate, Stifel is considered to be receiving payment for order flow.

Stifel monitors the performance of competing market centers and routes orders to those that seek competitive executions and complete transactions on a timely basis at a reasonable cost. Whenever possible, Stifel routes orders to market centers that offer, through automated systems, an opportunity for price improvement to the client. Held market orders received and entered prior to 9:28 a.m. Eastern will be routed to market centers that will attempt to execute at the opening price on the listing exchange.

Additional information will be provided upon written request, and certain order routing information is available online at www.stifel.com/disclosures/best-execution. On request of a customer and at no fee, Stifel will disclose to such customer the identity of the venue to which such customer’s orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the transactions, if any, that resulted from such orders. Orders may be routed and executed internally through Stifel’s trading desk. In such instances, Stifel stands to share in 100% of remuneration received (in the case of orders executed as agent) or profits or losses generated (in the case of orders executed as principal) as a result of internalizing such orders. Customers may mail their inquiries to: Stifel – Attn: Equity Trading Compliance, One South Street, Baltimore, Maryland 21202.

Tax Information – Although your statement may describe certain items as Federally tax-exempt, this is for information purposes only. When reporting your taxes, please rely exclusively on the substitute Form 1099 you will receive from us after year-end for your taxable accounts. (For Retirement Accounts, Form 1099R will report distributions from the account rather than income and dividends or proceeds from sales.)

SIPC Protection – Stifel is a member of the Securities Investor Protection Corporation (SIPC). SIPC coverage protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at www.sipc.org, or investors may contact SIPC at (202) 371-8300. Stifel has purchased additional securities coverage of \$149,500,000 and cash coverage of \$900,000 for a total of \$150,000,000 of securities coverage and \$1,150,000 of cash coverage, subject to the terms and conditions of the policy, with an aggregate limit of \$300,000,000. (For more information, visit: www.stifel.com/disclosures/asset-protection.) This coverage does not protect against market losses and does not cover securities not held by Stifel.

Margin Accounts – If you have a margin account, this is a combined statement of your margin account and special memorandum account (“SMA”) maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the (“SMA”) as required by Regulation T is available for your inspection upon request. If you have applied for margin privileges and have been approved, you may borrow money from Stifel in exchange for pledging assets in your account as collateral for any outstanding margin loan. The amount you may borrow is based on Regulation T, Stifel’s internal policies, and the value of securities in your margin account. Securities held in a margin account are identified by the word “margin” on your statement. Stifel reserves the right to limit margin purchases and short sales and to alter its margin requirements and due dates for house or other margin calls in accordance with the Firm’s guidelines, market conditions, and regulatory margin requirements.



Account Disclosures Continued

Margin Account Interest Charges – The margin interest period includes the second to last day of the prior statement period through the third day prior to the last day of the current statement period. The margin interest charge is computed by multiplying the rate of interest by the average net daily settled debit balance and a fraction, the numerator of which is the number of days the debit balance existed, and the denominator of which is three hundred sixty (360). The rate of interest is determined by the cost of borrowing money and is subject to change without notice. The average net daily settled debit balance includes any settled credit and settled debit balances in your cash and margin accounts during the period. Please review the “Statement of Credit Terms” you have already received for further information.

Fully Paid Lending Participants – Without waiving any rights given to you, it is understood and agreed that the provisions of the Securities Investor Protection Act of 1970 may not protect the lender with respect to loaned securities hereunder and that, therefore, the collateral held for you may constitute the only source of satisfaction of Stifel’s obligations in the event Stifel fails to return the loaned securities.

Late Charges – If transactions in your account result in a debit balance in your cash account and you do not make payment by the settlement date, you may be subject to interest charges.

Free Credit Balances – Customer Free Credit Balances may be used in this Firm’s business subject to the limitations of 17CFR Section 240, 15c3-3 under The Securities Exchange Act of 1934. You have the right to receive from us in the course of normal business operations, upon demand, the delivery of: a) any Free Credit Balances to which you are entitled, b) any Fully Paid Securities to which you are entitled, c) any Securities purchased on margin upon full payment of any indebtedness to us. If you participate in Cash Management Accounts, the payment to you of a Free Credit Balance may be subject to the cancellation of any commitment made in respect to your account for the payment of checks, automated clearing house (ACH) payments, ATM Card or Point of Sale transaction charges, or other debit card transactions.

Option Accounts – 1) Commissions and other charges related to the execution of option transactions have been included on confirmations for such transactions, which have already been sent to you, and copies of confirmations are available upon request; 2) should you have any changes in your investment objective or current financial situation, you should advise your investment professional immediately; and 3) assignment notices for option contracts are allocated among client short positions pursuant to an automated procedure that randomly selects from all client short option positions those contracts that are subject to assignment, which includes positions established on the day of assignment. Additional information pertaining to the procedures used for random selection is available upon request.

Complaints – Complaints relating to your account(s) may be directed to Stifel, Legal Department, 501 North Broadway, St. Louis, Missouri 63102 or by phoning (800) 488-0970 or (314) 342-2000.

Lost Certificates – In the event your statement indicates that securities were delivered out of your account in certificate form and you have not received them, it is understood that you will notify Stifel immediately in writing. If written notification is received within 120 calendar days after the delivery date, as reflected on your statement, the certificate will be replaced free of charge. Thereafter, a fee for replacement may apply.

Dividend Reinvestment – (Optional) The dollar amount of Mutual Fund distributions, Money Market Fund income, or dividends on other securities shown on your statement may have been reinvested into additional shares. You will not receive confirmations for these reinvestment transactions. However, information pertaining to these transactions which would otherwise appear on confirmations will be furnished to you upon written request. In dividend reinvestment transactions, Stifel may act as your agent and receive payment for order flow. The source and nature of such payment will be furnished to you upon written request to Stifel or your introducing firm. If Stifel is currently a market maker in the eligible security, Stifel will purchase, as principal for you, additional shares at the opening market price.

Stifel Information – A Statement of Financial Condition of Stifel, Nicolaus & Company, Incorporated is available for your inspection at any of our offices, or a copy will be mailed to you upon request.

Investor Education and Protection – Under the Public Disclosure Program, the Financial Industry Regulatory Authority (“FINRA”) provides certain information regarding the disciplinary history of FINRA members and their associated persons via FINRA’s BrokerCheck Hotline (toll-free (800) 289-9999) or on the FINRA website at www.finra.org, including an investor brochure that includes information describing FINRA BrokerCheck. Stifel, Nicolaus & Company, Incorporated is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). Additional information may be obtained from the MSRB website at www.msrb.org, including an investor brochure that is posted on the website describing the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

ERISA Section 408(b)(2) Notice – For Service Provider Fee Disclosures under ERISA 408(b)(2), please see www.stifel.com/disclosures/ERISA. Please direct any questions you may have to your Financial Advisor.

Notification of Change in Circumstances and Availability of Investment Advisory Disclosure Brochures – In the event that there are any material changes in your financial situation, investment objective(s), risk tolerance, or instructions regarding your account(s), please promptly report such changes to your Financial Advisor to ensure that your investment advisory accounts are being managed based on the most current information. You should review Stifel’s Form ADV Part 2A (Disclosure Brochure) for information and disclosures relating to Stifel’s investment advisory services (available at: www.stifel.com/disclosures/investment-advisory-services/program-disclosures), including (but not limited to) a discussion of the various conflicts of interest to which our firm may be subject in the provision of investment advisory services to you.



COUNTY OF ORANGE
OFFICE OF THE TREASURER-TAX COLLECTOR
 Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM
 P. O. BOX 4515
 SANTA ANA, CA 92702-4515



octreasurer.gov/publicfunds

January 31, 2025

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

Fund Number : [REDACTED]

JANUARY 2025 STATEMENT

Transactions

<u>Transaction Date</u>	<u>Transaction Description</u>	<u>Authorized Signer</u>	<u>Amount</u>
01/01/2025	December 2024 Investment Admin Fee		\$ (64.50)
01/01/2025	FY 2023/2024 Investment Admin Fee Refund		\$ 119.95
01/10/2025	October 2024 Interest Paid		\$ 6,912.40
01/29/2025	FY 2023/2024 Interest on Refund		\$ 9.49

Summary

Total Deposit:	\$	7,041.84	Beginning Balance:	\$	1,885,156.96
Total Withdrawal:	\$	(64.50)	Ending Balance:	\$	1,892,134.30

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

February 19, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

ORANGE COUNTY VECTOR CONTROL DISTRICT

DIRECTOR OF ADMINISTRATIVE SERVICES
13001 GARDEN GROVE BLVD
GARDEN GROVE, CA 92843

[Tran Type Definitions](#)




Account Number: XXXXXXXXXX

January 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/15/2025	1/14/2025	QRD	1765706	N/A	SYSTEM	230,201.63

Account Summary

Total Deposit:	230,201.63	Beginning Balance:	19,462,158.59
Total Withdrawal:	0.00	Ending Balance:	19,692,360.22

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM F.1	Date
	Prepared By: Lora Young, District Manager Submitted By: Lora Young, District Manager	March 20, 2025

Agenda Title:

Adopt Resolution No. 592 to Amend the Orange County Mosquito and Vector Control District's Personnel Resolution Rules and Procedures (PRRP)

Recommended Action:

The Board of Trustees adopt Resolution No. 592 to amending Orange County Mosquito and Vector Control District's Personnel Resolution Rules and Procedures (PRRP) with corrections.

Summary:

The District's Personnel and Salary Resolution (PSR) was adopted in 2016 and provides the governing rules for employee workplace benefits, leaves, grievance processes, and procedures. The Personnel Resolution Rules and Procedures (PRRP) was passed by the Board of Trustees in November of 2024 and amended the PSR to ensure compliance with California and Federal regulations, clarify past practices, and update represented benefits to current MOUs. Both Management and EA membership found errors in the PRRP when conducting a review of the document in January and February. Several items did not reflect current MOUs, Board resolutions, or changes were made in error. Management met with the affected bargaining unit regarding the error to PRRP and the following corrections are proposed:

1. Update Article III, Section 14 (Page 22) titled Bilingual Pay to change the hourly rate from 40 to 50 cents per hour to be in line with the \$40 per pay period already outlined.
2. Update Article III, Section 16 (Page 23) titled Tool Pay to change rate from \$60 per month to \$70 per month as was determined by past MOU.
3. Remove or update Article VI, Section 1 (Page 45-46, B-J) addressing executive management vacation and administrative leave due to unrepresented employees being covered by benefit Resolution No. 586.
4. Correct Article VII, Section E (Page 49) addressing Juneteenth falling on Board Day, to remove unnecessary word "the holiday"
5. Correct Article VII, Section C (5) (Page 51) removing two hours of compensation received in March as per the MOU.
6. Remove Article IX, Section 3 and 4 (Page 56-57), that outlines Auto Allowance for management that is now covered in a separate resolution; and employee cafeteria benefit plan that is no longer an active program at the District.
7. Update Article XVI, Section 1(E) (page 85) that addresses health plan coverage to reflect the January 2025 Board Action to increase health coverage allowances.
8. Update Article XXII, Section 2 (page 107) to reflect negotiated dress code.
9. Update Appendix A (Page 113) to correct a list of designated positions in Administrative Management.

The corrections to the PRRP do not have any fiscal impact and do not have any impact on employee wages or benefits.

Previous Relevant Board Actions for This Item:

PRRP Approval November 2024

Strategic Plan Compliance:

2025 Strategic Plan Priority Area No.3: Team of the Future

3.4: Provide a competitive workforce with defined roles and responsibilities for District positions.

Fiscal Impact: None

What Amount is being requested? N/A

Is the Amount Requested Budgeted in the Current Fiscal Year? N/A

If No, What Funds Are Requested? N/A

Exhibits:

Exhibit A: Personnel Resolution Rules and Procedures Redline

Exhibit B: Resolution No. 592



PERSONNEL RESOLUTION RULES AND PROCEDURES
ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

13001 Garden Grove Blvd.
Garden Grove, CA 92843

Phone: (714) 971-2421
Fax: (714) 971-3940

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INTRODUCTION

These Personnel Rules and Regulations do not create any contractual rights, or any express or implied employment contract between the Orange County Mosquito and Vector Control District and the individuals covered by the rules and regulations. The District retains full and exclusive authority and discretion to modify these rules and regulations at any time in accordance with law. These rules and regulations shall apply with equal force to all District employees unless expressly exempted or excluded herein.

If a provision of these rules and regulations conflicts with any provision of a valid memorandum of understanding between the District and a recognized employee organization, the provision of the MOU that is in conflict with the provision of these Policies shall apply to employees who are covered by that MOU.

DEFINITIONS

The following terms, whenever used herein shall, unless the context clearly indicates otherwise, have the respective meanings set forth:

ADMINISTRATIVE MANAGEMENT EMPLOYEES shall be those employees identified in Appendix A.

AT-WILL EMPLOYEE shall mean an employee who serves “at the pleasure” or “at the will” of the District Manager. Such an employee may be discharged or disciplined with or without notice or cause. At-will employees include, but are not limited to limited-term, probationary, and extra help employees.

BOARD shall mean the Board of Trustees of the Orange County Mosquito and Vector Control District.

CONFIDENTIAL EMPLOYEES shall be those employees identified in Appendix B.

CONTINUOUS SERVICE shall mean employment in a regular permanent position which has not been interrupted by resignation, discharge, or retirement from the Orange County Retirement System (OCERS) and/or the California Public Employees’ Retirement System (CalPERS). Official Leaves of Absence shall not be credited toward continuous service.

DEPARTMENT HEAD shall mean the top level employee who directs one of the Departments in the District.

DISTRICT shall mean the Orange County Mosquito and Vector Control District.

DISTRICT MANAGER shall mean the person who is the principal officer or employee of the District for the discharge of duties provided by law or particular delegated functions. The District Manager position is an at-will employee serving at the pleasure of the Board of

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Trustees.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the District and covered by terms of this Resolution except where this Resolution otherwise indicates.

EXTRA HELP EMPLOYEE shall mean a person occupying a non-permanent position serving as an at-will employee. Extra help employees may be scheduled to work less than forty (40) hours per week or less than fifty two (52) weeks per year.

FLSA EXEMPT EMPLOYEES shall mean the employees who are exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act (FLSA) including the District Manager, Assistant District Manager/Director of Operations, Director of Administrative Services, Director of Scientific Technical Services, Director of Communications, and the Executive Assistant/Clerk of the Board.

FLSA NON-EXEMPT EMPLOYEE shall mean an employee who is not exempt from the overtime and minimum wage requirements set forth in the Fair Labor Standards Act (FLSA). These employees are also commonly referred to as "hourly" as opposed to "salaried" employees.

FULL-TIME EMPLOYEE shall mean an employee employed in a regular permanent or limited-term position whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular permanent position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular permanent position when the incumbent employee is on "Official Leave of Absence" as defined herein. Shall also mean a position for which the District has determined has no anticipated long-range funding or has uncertain future funding.

MERIT shall mean high quality service or excellent performance.

OCMVCDEA shall mean the Orange County Mosquito and Vector Control Employees Association.

PART-TIME EMPLOYEE shall mean an employee employed on a permanent basis in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERMANENT EMPLOYEE shall mean a person who is not on probation and is employed in a regular position which is established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

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PROBATIONARY EMPLOYEE shall mean a person who is serving a probation period consisting of one year or 2,080 hours and is employed in a regular permanent or limited-term position, i.e. not extra help. Probationary employees are at-will employees.

PROMOTION shall mean the movement of a regular permanent, limited-term, or probationary employee from one (1) class to another class where the maximum rate on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

PROVISIONAL APPOINTMENT shall mean an appointment of a qualified person, who is not a regular permanent, probationary, or limited-term employee of the District, to a regular permanent or limited-term position on a temporary basis, until establishment of an eligibility list to allow a regular appointment. Provisional appointments shall be at the discretion of the District Manager.

REASSIGNMENT shall mean the movement of a regular permanent, limited-term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step on the old salary range.

RECRUITING RATE shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the District Manager.

REDUCTION shall mean the movement of a regular permanent, limited-term, or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean a person who is not on probation and is employed in a regular permanent or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular permanent employee.

SUPERVISORY EMPLOYEE shall mean an employee who directs the work of at least one other employee and those employees identified in Appendix C.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

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ARTICLE I – GENERAL PERSONNEL REGULATIONS

Last Revised: [November 2024]

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ARTICLE I – GENERAL PERSONNEL REGULATIONS

SECTION 1. Regulation of Employees

- A. A system based on merit is established for appointments, promotions, demotions, and discharges for all employees except for extra help employees who do not earn benefits.
- B. All employees shall hold their positions subject to rules and regulations established by Resolution of the Board and administered by the District Manager. The District Manager may designate any other employee to carry out any of the duties or responsibilities under these policies.
- C. All new employees shall be subject to passing a background check and physical examination, which may include a drug and alcohol screen, before hiring.
- D. District employees shall refrain from engaging in any activities which constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. It shall be the responsibility of each supervisor to ensure that employees in his or her section refrain from engaging in any activities which constitute a conflict of interest. The following are examples of activities which may involve a conflict of interest:
 - 1. The use of District time, facilities, equipment, badge, or uniform for private gain or advantage, or private gain or advantage of another.
 - 2. The use of prestige or influence of District employment for private gain or advantage, or the private gain or advantage of another.
 - 3. The use of confidential information acquired by virtue of District employment for the employee's private gain or advantage, or private gain or advantage of another.
 - 4. The acceptance of money or other consideration by an employee from any person except the District for the performance of an act which the employee would be required or expected to render in the regular course or hours of his or her District employment, or as a part of his or her duties as a District employee.
 - 5. The performance of an act in other than his or her capacity as a District employee, knowing that such act may later be subject directly or indirectly, to the control, inspection, review, audit, or enforcement by the employee or the section in which he or she is employed.
 - 6. The representation of or assisting in the representation of private interests for profit before any board or commission of the District or in court when the District is a party.
 - 7. The solicitation of future employment with a business doing business with the

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District over which the employee has some control or influence in his or her official capacity at the time of transaction.

SECTION 2. Position Classification Plan

- A. The Position Classification Plan of the District shall consist of the class titles and the class specifications adopted by the Board. There shall be a class specification for each class, unless exempted by the Board, which includes the title of the class and indicates the type of work performed and the minimum qualifications for employment. New class specifications shall be established by Minute Order or Resolution of the Board. The District Manager is authorized to make non-substantive administrative changes and any changes necessary to comply with and administer the requirements of the Americans with Disabilities Act (ADA).
- B. The District Manager shall administer the Position Classification Plan for all positions in District service. The District Manager shall make recommendations to the Board as to the establishment of classes. The District Manager shall establish procedures to administer the Position Classification Plan.
- C. The District Manager is authorized to conduct studies of the duties and responsibilities of the various positions in order to maintain the Position Classification Plan.
- D. A department head shall immediately notify the District Manager and the OCMVCDEA about a proposal for changes in the assigned duties of a position, as set forth in the applicable job specification, if the class to which the position is currently allocated may no longer be appropriate. Such notification shall include the reason for the change in duties necessitating the classification change.

SECTION 3. Number and Classification of Activated Positions

- A. The number of activated regular permanent positions shall be as designated by the Board. The District Manager shall not appoint regular permanent or probationary employees in excess of the positions activated by the Board.
- B. The District Manager is authorized to reclassify positions when such classifications are consistent with classification concepts, classification specifications, and salaries adopted by the Board. The District Manager will notify OCMVCDEA about the proposed reclassification before the position is reclassified.
- C. The District Manager may authorize that a regular permanent position may be used as one or more part-time regular permanent or extra help positions provided that the total regularly scheduled hours of the part-time or extra help positions do not exceed the number of hours per week authorized for the activated regular permanent positions.
- D. When a regular permanent or limited-term position is vacant due to Leave of

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Absence, the position may be back filled for the duration of the leave.

- E. The District Manager is authorized to hire as many extra help or part-time employees as he deems necessary as long as the total budget figure for extra help or part-time positions is not exceeded, unless there are salary savings from vacant or unfilled regular permanent budgeted positions.
- F. When an employee who is separating from District service by way of paid retirement elects to take time off for vacation with District Manager approval, the position to be vacated may be filled by the District for the length of vacation time off prior to the employee's paid retirement.

SECTION 4. Selection Procedures

- A. Consistent with Section 1.A. of this Article, the District Manager shall determine the method of evaluating the qualifications of applicants and employees.
- B. Consistent with Section 1.A. of this Article, the District Manager shall determine the selection methods for the filling of all positions. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, and/or training and experience.
- C. When the District assumes or absorbs the functions and personnel of another government agency, the District Manager may waive or modify the regularly established minimum qualifications and selection procedures for the employees involved.
- D. A job announcement will be posted for a minimum of fourteen (14) calendar days at District offices which specifies job description, salary, minimum qualifications, and other applicable information. For internal recruitments, announcements shall only be posted for seven (7) calendar days.
- E. It shall be the policy of the District to recruit from within the organization whenever practical and a sufficient number of qualified applicants are available within the District. The District Manager may open recruitment to outside candidates for any position where such recruitment is in the best interests of the District. All job vacancies may be advertised at the discretion of the District Manager.
- F. At the direction of the District Manager, all incoming applications and resumes will be screened to identify candidates who are generally qualified. An appointed panel will conduct interviews, rate the candidates and make recommendations to the District Manager. The District shall conduct reference checks on qualified applicants. The District Manager shall appoint and promote only from among those persons who are certified to him or her as being eligible for the particular class and/or position.
- G. Prior to being offered employment, applicants may be subject to undergoing a background and/or fingerprint check and drug and alcohol screen. After an

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employee has been offered employment, that offer will be conditioned on passing a physical examination and in some circumstances a drug and alcohol screen. Applicants who successfully pass the physical examination and drug and alcohol screen and who accept employment with the District shall undergo an oath of loyalty and must provide all required documentation. All employment applications shall be kept on file for a period of one (1) year or otherwise required by law.

SECTION 5. Performance Evaluations

The District Manager is authorized to establish a performance evaluation program for the District.

SECTION 6. State Disability Insurance (SDI)

District employees deemed extra help, shall be covered by state disability insurance (SDI) pursuant to Unemployment Insurance Code Section 710.5. Employees covered by SDI shall pay 100 percent for such coverage and do so through automatic payroll deductions.

SECTION 7. Provisional Appointment

- A. Notwithstanding any other provision, the District Manager may make a provisional appointment when he determines it is in the best interest of the District.
- B. A provisional appointment shall not extend beyond the time needed to establish an eligibility list and permit a regular permanent appointment to be made. A provisional appointment shall not be continued for more than six (6) months from date of appointment unless an extension to no more than one (1) year from the original date of the provisional appointment is approved by the Policy and Personnel Committee.
- C. A probationary or limited-term employee shall not be eligible for a provisional appointment.
- D. A provisional employee shall not serve a probationary period. If a provisional employee receives a regular permanent appointment, the employee shall serve a new probationary period. A provisional employee who receives a regular permanent appointment shall maintain his or her original hire date for purposes of vacation and sick leave accrual, retirement, and layoff.
- E. A provisional employee shall be at-will and may be released from service at any time without right of appeal or hearing.
- F. Provisional employees shall earn all other benefits which accrue to regular permanent employees

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ARTICLE II – WORK SCHEDULES/PERIODS

Last Revised: [November, 2024]

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ARTICLE II – WORK SCHEDULES/PERIODS

SECTION 1. Work Schedules

- A. The official 9/80 hour work schedule for District employees shall start on a Friday at 7:00 A.M. to 3:30 P.M. and Monday through Thursday at 7:00 A.M. to 4:30 P.M. ending on the second Thursday at 4:30 P.M. Alternate Fridays are off. Non-exempt employees shall receive an unpaid half hour lunch period, which shall be taken on each day that the employee works.
- B. Employees may work a 10/80 work schedule covering five (5) days per week. The work period begins on a Friday at 7:00 A.M. to 3:30 P.M. and Monday through Thursday at 8:00 A.M. to 4:30 P.M. ending on the second Thursday at 4:30 P.M. No alternate Fridays are off. An unpaid 1/2 hour lunch period shall apply throughout the work period. An employee's option to work a 10/80 work schedule shall be at the discretion of the District Manager.
- C. The District Manager shall regulate said work schedules/periods on the needs of the District with due regard to maintaining reasonable and equitable work schedules/periods for all employees. The District Manager shall also meet and confer, in advance where practicable, with the OCMVCDEA in regards to said work schedules/periods.
- D. Employees shall receive compensation at a biweekly rate.
- E. The District agrees to give employees a seven (7) calendar day advance notice of a shift change whenever possible.
- F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

SECTION 2. Overtime

A. Calculation of Overtime,

Employees are entitled to receive overtime pay for those hours actually worked in excess of nine (9) hours in one workday or forty (40) hours in one workweek. For purposes of calculating overtime, the following assumptions shall be made: A workday is defined as a fixed period of nine (9) consecutive hours worked on one (1) particular day. The District's typical workday is Monday through Thursday beginning at 7:00 A.M. and ending at 4:30 P.M. and on a Friday will begin at 7:00 A.M. and end at 3:30 P.M. (whether that is a day off or a scheduled day). The District's workweek shall begin on Friday at 11:00 A.M. and end the following Friday at 11:00 A.M.

For purposes of determining eligibility for overtime pay, Holiday, Jury Duty and Bereavement Leave hours shall be counted as hours worked for purposes of

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determining overtime eligibility. All other absences (i.e., vacation, sick leave, sick other, etc.), whether compensated or uncompensated, shall not be counted as hours worked.

An exception may be made once per calendar year should an employee need to use paid time off (i.e., vacation, sick leave, sick other, etc.) during the same forty (40) hour workweek in which overtime hours may be lost as a result. An employee may request in writing to the Administrative Services Department that paid time off be counted as hours worked if needed for an unexpected emergency (e.g. personal illness/emergency, family illness, etc.) The total paid time off hours that may be counted as hours worked may not exceed nine (9) and must be used within one (1) workday.

B. Notification of Employees

If in the judgment of the District Manager, work beyond the normal workday or workweek is required, the District will notify any employee who may be asked to perform such overtime of the apparent need for such overtime as soon as possible prior to when the overtime is expected to begin.

C. Distribution of Overtime

1. The District shall follow a system of fairness, making overtime opportunities available on an equal basis to qualified employees, who have been properly trained and are capable of performing the work.
 - a. To the extent possible, all interested and qualified employees shall have access to overtime opportunities by way of a single overtime pool. An employee who is qualified for the overtime event who wishes to work shall have his or her name recorded in the overtime pool. An employee with the least amount of recorded overtime hours shall have the first opportunity to an overtime event over those who have more recorded hours in the overtime pool. In the event that two (2) or more employees are eligible for the event, based on hours worked, a system of random selection shall be used. When necessary the District Manager shall make the final determination.
 - b. Special Considerations - On occasion, the District may need to staff overtime opportunities with staff who meet certain criteria such as subject matter or job expertise, language(s) spoken, knowledge of cultural practices/norms, and/or familiarity with local vector control challenges. In these situations, use of the overtime pool alone may not be appropriate to select employees to staff an overtime opportunity. As overtime opportunities present themselves, the overseeing department will determine what special staffing criteria, if any, will be the most beneficial to the District. When soliciting staff to work an event, any specific criteria will be outlined. Of those employees that meet the required criteria, the employee(s) with the least amount of recorded overtime hours shall have the first opportunity to

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work over those who have more recorded overtime hours in the overtime pool. In certain situations, if no employees volunteer that meet the event criteria, Management reserves the right to forgo staffing the overtime opportunity.

- c. Any employee scheduled to work an overtime event must contact appropriate District personnel at least 48 hours prior to the event, if unable to work the event. Employees that fail to do so, with the exception of those with written medical documentation, shall forfeit the hours, which shall be recorded within the overtime pool in a manner which will negatively impact his or her ranking in regards to subsequent overtime opportunities.
 - d. The District shall provide represented employees with a record showing the distribution of all overtime.
 - e. An employee who volunteers and is scheduled to work a particular overtime event shall not withdraw their participation in order to work an alternative overtime opportunity. This shall be the case even if the employee provides sufficient notice as described in section 1.d of this policy.
 - f. Management Discretion and Loss of Eligibility – Management reserves the right to determine what events the District shall participate in and to ensure that certain standards that are to be upheld by all employees when working public outreach events. Such standards are defined in the District’s Public Outreach Event Guidelines policy. Any employee selected to staff an event who does not adhere to the policy, may lose his/her eligibility to staff future events.
2. If the responsible department head determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift or start before the assigned shift.

D. Overtime Qualifications for Outreach Events and Evening Pesticide Applications

The District shall permit represented employees to participate in overtime opportunities, relating to outreach events and evening pesticide applications. Employees shall be deemed qualified to work such overtime opportunities by meeting the criteria outlined below.

1. Operations:

- a. Employees shall be required to have earned California Department of Public Health (CDPH) certifications (sections A and B) in order to apply pesticides for overtime events.
- b. The employee shall express a desire to work such events and meet a

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minimum field training requirement during the non-peak season, established by the Director of Operations, designed to meet safety and efficacy guidelines pertaining to pesticide applications.

- c. The District shall allow a reasonable amount of time for a training refresher course before the event.

2. Public Outreach:

- a. Beginning January 1, 2014 all represented employees shall be required to have earned all CDPH certifications (sections A B C D) in order to participate in public outreach events.
- b. New regular permanent employees may work public outreach events during their first year of employment without having earned all CDPH certifications (sections A B C D) if scheduled with a fully CDPH certified employee. Any employee that has not earned all CDPH certifications after one year will not be eligible to work public outreach, accompanied or unaccompanied, until they are fully certified.
- c. The District shall allow a reasonable amount of time for a training refresher course before the event.
- d. Those positions within the Communications Department whose job functions clearly demonstrate that their primary role is communications, public outreach and education are eligible to participate in overtime opportunities as set forth in this section without the need for CDPH certifications.

E. Overtime Compensation

1. Overtime shall be compensated at one and one-half (1-1/2) times the regular rate.
2. Regular permanent/probationary, or limited-term employees may request that overtime be converted to compensatory time. Employees with existing compensatory time balances of 130 hours shall be paid for all overtime work performed in excess of that amount.
3. Overtime hours worked in excess of forty (40) hours in a workweek by extra help employees shall be paid at a rate of one and one-half (1-1/2) times the regular rate.
4. An employee separating from District service shall be paid for accumulated compensatory time in a lump sum payment.
5. Attendance at conferences, workshops, seminars, continuing education

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meetings, and other such meetings by hourly employees shall be considered voluntary. Attendance at such events shall be voluntary when event occurs outside of normally scheduled workdays and/or hours (i.e. nights, weekends, and regularly scheduled days off). Notwithstanding the FLSA, District will pay hourly employees for such attendance during a regular workweek as if the employee had worked during that week with the exception that the employee shall not be paid in excess of forty (40) hours for that week and shall not be paid overtime.

6. Employees participating in any public outreach program or other similar types of functions shall only be compensated for the time spent participating in the function and one (1) additional hour [thirty (30) minutes to set-up for the event and thirty (30) minutes to breakdown after an event]. Employees shall not be compensated for any driving time if drive time should fall outside of regularly scheduled work hours.

SECTION 3. Rest Periods and Cleanup Time

- A. Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the District, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The District may designate the location or locations at which rest periods may be taken. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.
- B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid District time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash up, and changing clothes.

ARTICLE III – PAY PRACTICES

Last Revised: [November, 2024

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ARTICLE III – PAY PRACTICES

SECTION 1. Method of Compensation for Employee

Employees shall receive compensation at the biweekly or hourly rate within the range or at the flat rate assigned to the class in which they are employed. The pay rate for each class is set forth in the Table of Class Titles and Salary Schedules appended hereto.

SECTION 2. Salary Payment Procedure

A pay period shall cover fourteen (14) calendar days and shall start on a Friday at 7:00 A.M. and ends at 4:30 P.M. on Thursday two weeks thereafter. Employees shall be paid approximately six (6) days after the end of a pay period, usually on a Thursday.

SECTION 3. Authorization for Salary Increases

The District Manager shall have discretion to give salary increases in accordance with the attached payroll schedule, Appendix A, B, C and D of this Resolution.

SECTION 4. Pay for New Employees

- A. A new employee shall be paid at the recruiting rate of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Section 4.B, below.
- B. The District Manager may authorize the appointment of any employee at any step or pay within the salary range of the classification. Such appointments shall be made only when the District Manager makes a determination that there is a direct benefit to the District from such an appointment and that the applicant's previous training and experience enables him/her to make a greater contribution than a less experienced employee.

SECTION 5. Merit Increase within Range

- A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the District Manager. No merit increase will be given if the employee received an overall substandard evaluation for the review period.
- B. A new, re-employed, or promoted employee in a regular permanent/probationary, or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit

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increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of an additional one year [fifty-two (52) week] interval subject to the same postponement for Official Leaves of Absence or suspensions.

- C. An employee in a part-time regular permanent/probationary, or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular permanent or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Merit increases may be granted for one (1), two (2), three (3), or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step merit increase. An employee's department head may recommend a merit increase every twelve (12) months.
- E. If, in the District Manager's judgment, the employee's performance does not warrant a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the District Manager shall complete the structured performance rating and defer a decision regarding the merit increase any number of pay periods he or she chooses, but not to exceed thirteen (13) pay periods. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured performance rating prior to the end of the thirteenth pay period. Effective date of merit increase shall be at the discretion of the District Manager.
- F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.
- G. The District Manager may also reallocate the salary rate of an existing extra help employee to any step or pay rate within the salary range upon the recommendation of the employee's supervisor and department head for exemplary service and performance after six (6) months of service.

SECTION 6. Salary on Promotion

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A regular permanent/probationary, or limited-term employee who is promoted to a position in a class with a higher pay range shall receive the higher of the following rates:

- A. The recruiting rate for the higher class; or
- B. For employees promoting to a higher class, a two (2) step increase over the salary received prior to promotion; or
- C. For employees promoting to a class allocated to a range which contains fixed steps, such higher amount which is closest to a two (2) step increase on the range over the salary received prior to promotion, not to exceed the top step of the new salary range. A new merit increase eligibility date shall be established for such employees which shall be the first day of the pay period following completion of six (6) months of continuous service in the new class.

SECTION 7. Salary on Reassignment

- A. When a regular permanent/probationary, or limited-term employee is reassigned from one class to another class with the same rate of pay or with a lower recruiting rate, the employee's salary shall not change. If the position into which the employee is reclassified has the same salary range but a higher recruiting rate, the employee's salary shall be advanced the percentage difference between recruiting rates. Such employees shall not serve a new probationary period and their merit increase eligibility date will remain the same.
- B. When a regular permanent/probationary, or limited-term employee is reassigned from one class to another class with the same salary range but a lower recruiting salary range, the employee's rate of pay status, probation status and merit increase eligibility date, if applicable, remain the same.
- C. When a regular permanent/probationary, or limited-term employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary and merit increase eligibility date, if applicable, shall be determined by the District Manager.
- D. When a probationary or limited-term probationary employee is reassigned from a class on one salary range to a class on another salary range, the employee shall be placed at the closest rate that does not involve a salary reduction but not to exceed the maximum rate in the range. Such an employee's probation status and merit increase eligibility date will remain the same.

SECTION 8. Salary on Reduction

A. Disciplinary Reductions

- 1. When a regular permanent/probationary, or limited-term employee is reduced

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for disciplinary reasons, the employee's salary shall be reduced to such lower amount which is closest to a two (2) step decrease on the range assigned to the lower class, or the top step of the salary range, whichever is lower, as so determined by the District Manager.

2. Fair Labor Standards Act (FLSA) Exempt employees shall not have their salary reduced for less than a one (1) week period.

B. Unsatisfactory Performance Reductions

1. When a regular permanent/probationary, or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower.
2. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. Non-disciplinary Reductions

1. When a regular permanent/probationary, or limited-term employee is reduced for physical disability or other non-disciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay immediately prior to reduction. When a probationary or promotional probationary employee is reduced for physical disability or other non-disciplinary reasons, the employee shall have the salary status and, if applicable, the merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
2. When a regular permanent/probationary, or limited-term employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
 - a. If the salary of the employee is the same or less than the maximum rate in the new pay range, the salary of the employee shall not change.
3. If the salary of the employee is greater than the maximum rate in the new pay range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum rate in the new pay range exceeds the salary of the employee.

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SECTION 9. Salary on Reclassification

The salary of a regular permanent/probationary, or limited-term employee whose position is reclassified shall be determined as follows:

- A. If the position is reclassified to a class with the same salary range, the salary of the employee and merit increase eligibility date, if applicable, shall be set as in Section 7 above Salary on Reassignment.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Section 6 above, Salary on Promotion, or at the discretion of the District Manager, the salary of the employee shall not be changed.

If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Section 8., above, Salary on Reduction.

SECTION 10. Salary on Reemployment

- A. A person who is reemployed (an employee who is rehired within 15 days of leaving the District) in the same occupational series in which the person held regular permanent status and was separated in good standing, may upon approval of the District Manager be appointed at a step or rate higher than the recruiting rate, but no higher than the step on the range the person occupied at the time of separation.

B. Retirees

- 1. A former District employee on paid OCERS or CalPERS retirement may be reemployed for no more than nine hundred sixty (960) hours in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.
- 2. A former District employee on paid OCERS retirement who retired under an early retirement incentive plan may be employed for not more than seven hundred twenty (720) hours in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

SECTION 11. Change in Salary Allocation

If a class is reassigned to a higher pay range, the Board, or where appropriate the District Manager, shall determine the amount of increase, if any, each employee in the class shall receive, not to exceed an eleven (11) percent increase provided the employee's rate shall not fall below the new pay range.

SECTION 12. Additional Compensation

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Notwithstanding anything in this Personnel and Salary Resolution to the contrary, when in the judgment of the Board it becomes necessary or desirable to utilize the services of District employees in capacities other than those for which they are regularly employed, the Board may authorize an additional rate of compensation for such employees.

SECTION 13. Incentive Pay (Longevity Pay)

Employees are qualified for incentive pay when they have completed the years of District service listed below:

<u>Years Completed</u>	<u>Percent Increase, Limited To</u>
20	2.75%
25	5.50%
30	8.25%

The following provisions shall apply:

- A. Based entirely on merit.
- B. Recommended by Supervisor.
- C. Increase is over step nine (9) of the current salary range.
- D. Increases shall not be added together as further years of service are completed. Percentage increases are flat amounts.

SECTION 14. Bilingual Pay

Qualified employees who meet the following criteria shall receive an additional \$40.00 per pay period or forty (4050) cents per hour for 80 hours worked.

- A. An employee must be assigned by the District Manager to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.
- B. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
- C. To become qualified, employees must be certified as qualified by the District Manager.
- D. Bilingual pay shall not apply to workers' compensation supplement pay.

SECTION 15. Art Pay

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Employees qualified to provide art services to the District and whose art work has been approved by the District Manager shall be entitled to receive two hundred (200) dollars per month. A determination regarding eligibility shall be made by the District Manager.

SECTION 16. Tool Pay

Employees who voluntarily utilize their own mechanical tools for District related purposes to accomplish their employee duties and responsibilities, as they relate to the District and their designated positions, are eligible to receive ~~sixty-seventy (6970)~~ dollars per month. A determination regarding eligibility shall be made by the District Manager.

SECTION 17. Carpool Incentive

Employees who carpool with other District employees a minimum of 4 days per week are eligible to receive an incentive of \$20 per pay period. In order to receive the incentive, the following guidelines must be met:

1. Carpool groups must consist of at least two District employees who carpool at a minimum of 4 days each workweek.
2. Each member of the carpool group must complete a District carpool enrollment form which will include
 - a. Names of the members of the carpool group.
 - b. Days of the week that the group carpools
 - c. Acknowledgement that the employee understands he/she must notify the District immediately should the status of their carpool group change or risk removal from the Carpool Incentive Program
 - d. District Manager Approval.

SECTION 18. Special Assignment Pay

During the peak mosquito breeding time of the year, the District hires a number of seasonal extra-help employees to assist with various areas of District operations. Employees who temporarily perform team lead duties over seasonal extra-help employees during these peak times of the year may be entitled to a special assignment increase while they are performing such duties. A special assignment pay may be granted to an employee provided that the employee is clearly performing specific duties above and beyond that required by his/her classification (while not assigned or authorized to be filling a position out of classification) as a result of performing team lead duties over seasonal extra-help employees. Said increase shall be an additional 3% to the employee's hourly base pay.

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Employees qualify for special assignment pay by meeting the following criteria:

1. Perform team lead duties over 4 or more seasonal extra-help employees who are expected to be employed by the District for a minimum of 36 hours a week for at least 12 weeks. Team lead duties include but are not limited to:
 - Scheduling work assignments
 - Providing direction for proper treatment protocols
 - Ensuring proper seasonal work teams are established
 - Checking inspection treatment records for accuracy
 - Providing field training
 - Issuing specific tools and equipment
 - Available to address emergencies in the absence of a supervisor
2. The Department Director of the employee being considered for special assignment pay must verify that team lead duties are above and beyond that required by the employee's classification during the time the seasonal extra-help employees are employed.
3. The employee must receive final approval from the District Manager for special assignment pay.

Special assignment pay is only granted for the period of time in which the employee is performing team lead duties and will cease upon the termination of qualifying seasonal extra-help employees.

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ARTICLE IV – GENERAL PERSONNEL PROVISIONS

Last Revised: [November, 2024]

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ARTICLE IV – GENERAL PERSONNEL PROVISIONS

SECTION 1. Probation

A. New Probation

1. Regular Permanent Employees

New employees in a regular permanent or limited-term position are on probation for one (1) year. This means that they are “at-will” during this time and may be terminated with or without notice or cause. An employee who fails probation shall have no right to appeal or hearing.

2. Certification Examinations

When a new employee in the Operations Department is hired as a Vector Control Inspector I, he/she will not be eligible for promotion to Vector Control Inspector II until he/she passes the Core and one of the three specialty subjects of the Certification Examinations given by the California Department of Health Services.

3 Part-Time Employee

A new or reemployed employee employed in a part-time position shall be placed on new probation for two thousand eighty (2080) paid hours exclusive of overtime or one (1) year, whichever is longer.

B. Promotional Probation

1. A full or part-time employee who is promoted, except temporarily, shall be placed on promotional probation, except as provided in B.2., below. An employee shall serve a probation period of twelve (12) months (2080 hours) ending with the first day of the pay period following completion of said period.
2. When a regular permanent or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

C. Failure of Probation

1. New Probation

An employee on new probation may be released from service at any time without right of appeal or hearing.

2. Promotional Probation

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- a. An employee on promotional probation may be failed at any time without right of appeal or hearing.
- b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class.
- c. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular permanent employee who accepts promotion to a limited-term position other than at the direction of the employee's District Manager shall not have the right to return to his or her former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

- 1. When an employee's record consists of a combination of full-time and part-time service, except as provided in Section 5.D., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two thousand eighty (2080) hours shall equal one (1) year.
- 2. When the District Manager passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E. 1, 2, 3, and 4 below. No person shall pass probation without receiving an affirmative evaluation at the conclusion of the probationary period. Employees working beyond the period without an affirmative evaluation by the manager of the probationary period work of the employee shall be deemed rejected.

E. Extension of Probation Periods

- 1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave if greater than fifteen (15) calendar days. If the employee is on promotional probation, the extended period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension.

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2. The District Manager shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the District receives the findings and decision for such appeal. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the District Manager and final determination of the Board.
3. The probation period of the employee may be extended at the sole discretion of the District Manager for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the District Manager before the normal probation period is completed.
4. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

SECTION 2. Performance Evaluation

- A. The District shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular permanent and limited-term full and part-time employees at least once each year, unless the employee has been absent from work, in which case the evaluation period shall be extended a number of days equivalent to the absence. Employees on probationary status shall receive an evaluation after the first six (6) months of employment, one after twelve (12) months of employment, and another evaluation after eighteen (18) months of employment, which becomes the annual date for future evaluations.
- B. The District shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

SECTION 3. Minimum Continuing Education Units CEU Maintenance

District employees who hold California Department of Health Services Vector Control Certificate(s) must maintain required Continuing Education Units (CEU). The California State Health and Safety Code, Section 106925 (depending on the type of agency) requires that every governmental agency employee who independently handles, applies, or supervises the use of any pesticide for public health purposes, be certified by the Vector-Borne Disease Section of the California Department of Health Services. It further

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requires that vector control inspectors complete a minimum number of approved Continuing Education Units (CEU), appropriate to the specialty vector control certificate(s) held.

The District will make every reasonable effort to provide time, registration fee reimbursement, and transportation for agency employees to attend approved continuing education programs. Failure to maintain minimum required CEU may result in employee reassignment or termination of employment at the discretion of District management. Regulations detailing these requirements can be found in Article 3, Section 30061, of the California Code of Regulations.

SECTION 4. Contents of Personnel File

- A. Adverse statements prepared by the District shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. Employee medical information shall be kept in separate individual medical files.
- C. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- D. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file, by appointment only, in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from District service.
- E. Letters of reference and reports regarding criminal investigations concerning the employee shall be excluded from the provisions of C. and D., above. Examples of such permissibly excluded correspondence shall be from law enforcement agencies, attorney offices, etc.
- F. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- G. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the District Manager and the employee concerned or by an order of an arbitrator, court, or impartial hearing officer unless the particular item is otherwise required by law to be kept.

SECTION 5. Status of Limited-Term Employees

- A. The provisions of this Section shall be applicable to all employees entering limited-term positions.
- B. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XIII, LAYOFF PROCEDURE, which accrue to

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employees in regular permanent positions.

- C. A regular permanent employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the District Manager shall become a limited-term regular employee.
- D. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived by the District Manager. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.
- E. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in F., below.
- F. Regular permanent employees who transfer, promote, or reduce to limited-term positions at the direction of the District Manager shall retain their former status and retain their layoff benefits in their former layoff unit. The District Manager shall make such an order in writing prior to the date of transfer or promotion.

SECTION 6. Temporary Reclassification

- A. A regular permanent/probationary, or limited-term employee who is assigned on a temporary basis to a higher level vacant regular permanent or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work during each payroll year and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.
- B. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- C. At the end of the employee assignment to the higher class, the employee shall have the right to return to his or her former class and section. A temporary promotion shall not exceed a period of eighteen (18) months.

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SECTION 7. Re-employment of Regular Permanent Employee

A regular permanent employee who leaves District employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on District Leave for such period of time.

SECTION 8. Time Off for Selection Procedures

A regular permanent/probationary, or limited-term employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations, and interviews required by the District Manager during working hours for the purpose of determining eligibility for movement to another class in the District service.

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ARTICLE V – LEAVE PROVISIONS

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ARTICLE V – LEAVE PROVISIONS

SECTION 1. Sick Leave

A. Accumulation of Sick Leave

Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates District service.

Full-Time Employees:

For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

Employees shall accrue a maximum of ninety-six (96) hours of sick leave per year with pay commencing from date of hire.

Extra-Help Employees:

1. Effective July 1, 2015, or the first date of hire, whichever is later, extra-help employees scheduled to be employed by the District for at least 30 days will be eligible to accrue sick leave.
2. Sick leave shall accrue at the rate of one (1) hour for every thirty (30) hours worked and shall carry over to the following year. Accrual of sick leave shall be capped at forty-eight (48) hours per year.
3. Extra-help employees may use up to twenty-four (24) hours of sick leave per fiscal year commencing on the 90th day of employment with the District.

B. Permitted Uses of Sick Leave

Sick Leave may be applied to:

1. An absence necessitated to attend to the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. For purposes of this section, family member shall mean father, father-in-law, mother, mother-in-law, step-parent, or other biological, adoptive, or foster parent, brother, sister, wife, husband, registered domestic partner, biological, foster, adopted child, step-child, grandchild, grandparent, legal guardian or a designated person.

- a. A designated person, for purposes of this section, must be

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identified by the employee upon the request for sick days.

2. An absence for an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the District that the presence of the employee on duty would endanger the health of others.
4. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
 - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
 - c. The District shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Upon the employee's return to work, the employee must furnish the District with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
5. Full-Time Employees may use sick leave for absence from duty because of personal business not to exceed twenty (20) working hours during the fiscal year. Use of sick leave for personal business shall be designated as "sick other (SO)".
6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

C. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4. or B.6., above;
2. Absences which occur on a District holiday.

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D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. The District reserves the right to require a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition when the employee has been absent from work for three (3) consecutive regularly scheduled days or more, or proof of medical or dental office visits.

OCERS Tier I Unused Sick Leave

- A. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who as of the date of request is eligible for OCERS Tier I paid retirement and who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one third (1/3) of all their accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Sections 1.C. and/or 3.B. below. The employee's sick leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Sections 1.C. and 3.B., below.
- B. Employees hired prior to July 15, 1977, shall be paid 100% of unused sick leave upon death or District retirement.
- C. Employees hired on or after July 15, 1977, shall not be eligible for any benefits listed in b. above.
- D. Upon retirement, employees shall have the option to convert unused sick time to service time under CalPERS rules.

SECTION 2. Bereavement Leave

Upon request, regular permanent/probationary, or limited-term employees shall receive necessary time off with pay, not to exceed five (5) days in any one (1) instance or separately over three months of the date of passing, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step- parent, brother, sister, wife, husband, child, step-child, grandparent, grandchild, daughter-in-law, son-in-law, registered domestic partner, or legal guardian.

SECTION 3. Leave of Absence With Pay

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- A. The District Manager may authorize an employee to be absent with pay from his or her regular work area for reasons other than physical or mental illness for a period of time not to exceed one hundred twenty (120) regularly scheduled working hours per year if the Manager finds that such absence:
 - a. Contributes to the employee's effectiveness in his or her assigned duties and responsibilities; or
 - b. Contributes to the functions and goals of the District.
- B. An employee may be absent with pay from his or her regular work area in excess of one hundred twenty (120) regularly scheduled working hours upon approval of the District Manager. Forms requesting an absence with pay from the regular work areas in excess of one hundred twenty (120) regularly scheduled hours shall be prescribed by the District Manager and shall state specifically the reason for the request and the beginning and ending dates of the absence. For purposes of this Section, regular work area shall mean the geographic area to which the employee is typically and appropriately assigned to work during the usual course of employment.

SECTION 4. Authorized Leave Without Pay

A. Official Leave

1. Upon request, a regular permanent/probationary, or limited-term employee may be granted an Official Leave of Absence without pay. Such leave, if granted, shall not exceed one (1) year except as provided in 2., below. Such leave may be authorized only after an employee's completion of a District Leave and after all compensatory and vacation accruals have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the District Manager. If the District Manager denies the extension of such leave, the provision of 4., below, shall not apply.
3. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give the two (2) weeks notice prior to the date he or she wants to return to work, the District shall not be required to return the employee to work until the employee gives such notice; however, the District may waive the notice or reduce the notice period at its discretion.
4. If the District Manager modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request with the District Manager for review by the Board. Upon such request, the District Manager shall forward a copy of the request for Official Leave to the Board for final determination. The appealing employee shall notify the District Manager whether he or she will submit his or her position in a written statement or wishes to appear before the Board. The District may present its position in the same manner as the

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employee presents his or her position. The Board, at its discretion, may designate one (1) or more members to hear such appeals. The decision on such appeals shall be final.

5. An Official Leave shall not be credited toward continuous service.
6. Employees shall be financially responsible for health and/or other District provided benefits while on leave without pay.

B. General Provisions

1. A request for a leave of absence shall be made upon forms prescribed by the District and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return.
2. A request for leave of absence without pay shall normally be initiated by the employee, but may be initiated by the employee's Supervisor or Manager only where the employee is unable to initiate such action, except in cases where the provision of Section 11.A. apply.

SECTION 5. Official Leave for Non-Occupational Disability

- A. A regular permanent/probationary, or limited-term employee shall be granted upon request and Official Leave of Absence without pay for up to six (6) months for a non-occupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 1. A medical statement covering diagnosis, prognosis, and expected date of return and period of disability shall be submitted with the leave request.
 2. Such leave shall begin after all accrued compensatory and vacation time has been applied toward the absence.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours [typically 3 years] or more.
- B. If additional leave is desired, the employee may request additional leave in accordance with Official Leave, Section 4.A., above.
- C. An employee shall not be entitled to more than one (1) such leave pursuant to this Section per twelve (12) month period.
- D. Employees shall be financially responsible for health and/or other District provided benefits while on leave, except if an employee is on Family and Medical Leave (FMLA); See Section 11, G.

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SECTION 6. Absences Caused by Illness, Injury, or Pregnancy

An employee who has been treated by a physician for a serious illness or injury or who has been absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury, or pregnancy shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician, which may be designated by the District.

SECTION 7. Military Leave of Absence

A request for Military Leave of Absence shall be made upon forms prescribed by the District Manager and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return. Military Leave is governed by provisions of the Military and Veterans Code of the State of California, Section 395 to 395.5 and the Uniformed Service Employment and Reemployment Rights Act. An employee who has worked for the District for at least one (1) year before being called to duty is entitled to his or her regular salary and benefits for the first thirty (30) calendar days of active duty. When a regular permanent position is vacant due to a Military Leave of Absence, the position may be filled for the length of that leave. Upon return from a Military Leave of Absence, the employee must provide notice in accordance with USERRA in order to be reinstated to employment with the District. If an employee would have been laid off had he or she remained in active employment with the District, he or she will not have a right to reinstatement upon return from a Military Leave of Absence. An employee absent for more than a cumulative five years shall not be reinstated.

SECTION 8. Jury Duty Leave

A regular permanent/probationary, or limited-term employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours for the duration of the jury service as required, provided the employee waives the payment or deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the District Finance Department. An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

SECTION 9. Witness Leave

A regular permanent/probationary, or limited-term employee who is called to answer a subpoena as a witness for court appearance, during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the District Administrative Services Department. Fees for answering a subpoena as a witness during hours other than regularly scheduled working

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hours may be retained by the employee. Employee must provide a notice or certification from the Court Clerk verifying time spent testifying. Such verification shall be submitted to the employee's Department Head and/or the District Manager.

SECTION 10. Time Off for Voting

The District shall provide employees with up to two hours of paid time off for voting, if the employee does not have sufficient time outside of working hours to vote in a California Statewide Election. Such time off can only be used at the beginning or end of the employee's regular work shift and must be requested two days in advance of its use. Employees may use their vacation or compensatory time if more than two hours of time is required to vote.

SECTION 11. Family and Medical Leave

- A. Family and Medical Leave shall be granted to the extent required by law. Generally, all "eligible" employees are entitled to request a job-protected leave without pay of up to twelve (12) weeks in a rolling twelve (12) month period for certain family and medical reasons. Employees are eligible only if they have worked for at least one (1) year, and for 1250 hours over the previous twelve (12) months.
- B. Leave must be granted for any of the following reasons:
1. To care for the employee's child after birth, or placement for adoption or foster care;
 2. To care for the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition; or
 3. For a serious health condition that makes the employee unable to perform their job.
- C. The following conditions apply to such leave:
1. The employee must provide thirty (30) calendar days advance notice when the leave is foreseeable.
 2. The District may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the District's expense) and a fitness-for-duty report to return to work.
 3. Accrued vacation and compensatory time must be applied toward the leave. Sick leave may be applied toward any portion of the absence which qualifies under Section 1.B.1. (Permitted Uses of Sick Leave) of this Article provided

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the employee has furnished the District with a certificate signed by a licensed physician stating the period of disability.

4. A designated person must be an individual related by blood or whose association with the employee is the equivalent of a family relationship unless otherwise defined by the California Family Rights Act or other applicable statute.
- D. Employees may take this leave on an intermittent basis. However, the District reserves the right to transfer the employee to another position within the District which better accommodates the employee's intermittent leave or reduced schedule.
- E. Unpaid Family and Medical Leave shall not be credited toward continuous service.
- F. For employees on unpaid Family and Medical Leave, merit increase dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.
- G. During the twelve (12) weeks of Family and Medical Leave, the District will continue to pay its normal share of the employee's health insurance premiums. The employee must continue to pay the normal employee share of premiums if any.
- H. When an employee returns from a leave under this policy, they will be restored to the position held when the leave began, or to an equivalent position, with equivalent benefits, pay, and other conditions of employment.

SECTION 12. Pregnancy Disability Leave

A. Eligibility and Duration

1. Leave of Absence

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under this policy. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

2. Temporary Transfer Before Childbirth

Any employee affected by pregnancy is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

B. Substitution of Paid Leave for Pregnancy-Related Disability Leave

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An employee taking pregnancy-related disability leave may substitute any available sick pay or accrued vacation time for her leave. If such a substitution should occur, the District may require that the paid leave not extend the total duration of pregnancy-related disability leave to which an employee is entitled.

SECTION 13. Parenthood Leave

- A. A regular permanent/probationary, or limited-term employee shall be granted upon request a Parenthood Leave without pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:
 - 1. The requested leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.
 - 2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for leave.
 - 3. Such employee has completed new probation.
 - 4. All accrued vacation and compensatory time has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such leave within any twelve (12) month period.
- C. Sick leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the District with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-Occupational Disability Leave for the term of disability as provided in Section 5 of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

SECTION 14. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XIV, a regular permanent/ probationary, limited-term employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made, and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

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B. Workers' Compensation Leave shall continue until the employee:

1. Is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
2. Is determined to be physically able to return to work with medical restrictions which the District can accept, and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
3. Accepts employment outside the District; or
4. Accepts employment in another District position; or
5. Has been found to be permanent and stationary and is not rehabilitated as provided by law; or
6. Is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she is able and/or released to return to work. If an employee does not give two (2) weeks notice prior to the date he or she is able and/or released to return to work, the District shall not be required to return the employee to work until such notice is given; however, the District may waive the notice or reduce the notice period at its discretion.

SECTION 15. Catastrophic Leave

The District Manager shall establish and administer a catastrophic leave program for the District. The program shall provide for the donation of vacation and compensatory time to District employees whose personal illness or injury is expected to exceed their accrued leave balances by at least fourteen (14) calendar days. Each donation shall be a minimum of two (2) hours and a maximum of eight (8) hours. Donations exceeding the minimum requirement shall be made in whole hour increments. This provision shall not apply to employees who are receiving workers' compensation pay pursuant to Article XIV, up to 80 hours per pay period. To be eligible to receive catastrophic leave, an employee must be suffering from a debilitating illness or injury which is expected to incapacitate the employee or an immediate family member, including and limited to parents, children, spouse or registered domestic partner, for an extended period of time and which creates a financial hardship due to the exhaustion of all accrued leave.

SECTION 16. Parent Student Leave

- A. Employees may take leave up to forty (40) hours each year (up to eight (8) hours in any calendar month) to participate in activities at the employee's child's school or day care facility.

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- B. The employee must use existing vacation time or compensatory time off while participating in the child's school or child care activities. If the employee does not have any accrued time off, the employee may use time off without pay.
- C. Prior to taking such a leave of absence, as with any leave of absence, the employee must notify the immediate supervisor two days in advance of taking time off regarding participation in activities at the child's school or child care facility. The District reserves the right to request written verification from a school official, including a teacher, principal or vice-principal, of having participated in an activity at the child's school or child care facility.

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ARTICLE VI – VACATION

Last Revised: [November, 2024]

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ARTICLE VI – VACATION

SECTION 1. Accumulation of Vacation

A. New employees in permanent/probationary positions, including administrative management and confidential employees shall accrue vacation in accordance with the following schedule:

<u>Years of Full-Time Continuous Service</u>	<u>Vacation Hours</u>	<u>Accrual per Pay Period</u>
0-3 (0-36 months)	80	3.08 hours
4-7 (37-84 months)	120	4.62 hours
7+ (85+ months)	160	6.15 hours

~~B. Executive management staff shall be awarded forty (40) hours of Executive Leave annually, beginning on the first day of each year for non-compensated work. Executive Leave may not be carried over beyond the end of the year in which the award occurred and is "use it or lose it". New employees shall be compensated based upon start date on a pro-rated basis, beginning on the first day of the month in which the employee begins employment. This section does not apply to the District Manager.~~

~~C. Administrative Management and Confidential employees shall in addition to the schedule referred to in A. (above), earn forty (40) hours (1.54 per pay period) per fiscal year of additional vacation. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period during which the employee terminates District services.~~

~~D.B.~~ A new employee in a part-time regular permanent or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. That same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. An example of the pro rata formula is listed below:

[30 hrs. worked x 52 wks. = 1,560; 1,560 / 2,080 = 75%; 80 hrs. x 75% = 60 hrs. earned vacation]

~~E. A new employee in a part-time regular permanent Administrative Management or Confidential employee position shall, in addition to the above, earn .0192 hours of vacation for each hour of pay during his or her regularly scheduled workweek.~~

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~~Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates District service.~~

~~F.—Vacation Accrual Caps: All regular permanent/probationary, or limited-term and part-time employees (with the exception of those in Administrative Management and Confidential positions) with less than ten (10) years of service may not exceed 240 hours of vacation accruals. Those with ten (10) years of service or more may not exceed 320 hours of vacation accruals. Administrative Management and Confidential employees with less than ten (10) years of service or less may not exceed 360 hours of vacation accruals and with ten (10) years of service or more may not exceed 480 hours of vacation accruals.~~

SECTION 2. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
- B. Regular permanent full-time employees, on Official Leave of Absence, with ten (10) years of District service or more, shall have his or her vacation accumulation schedule postponed a number of calendar days equal to the Official Leave (See Article VI, Section 1., Accumulation of Vacation.).
- C. When an employees' District service consists of part-time regular service or a combination of full-time regular permanent and part-time regular permanent service, both periods of service shall apply towards the required ten (10) years (Article VI, Section 1.C.) of District service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional vacation earned during the period of vacation may be taken consecutively.
- E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour, except as provided in Article V, Section 16, Catastrophic Leave.
- F. Vacations shall be scheduled for employees by their section; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- G. The District may not require an employee to cancel a scheduled and approved vacation except in cases of emergency.
- H. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in Article V, Section 1.B.5.
- I. An employee separating from District service for reasons other than paid District

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retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from District service by way of paid District retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.

- J. Not more than once in each fiscal year, an employee may request to be paid for accrued vacation in either two increments of thirty (30) hours each or one increment of sixty (60) hours; ~~and Administrative Management and Confidential employees may request to be paid for accrued vacation in either two separate increments of forty (40) hours each or one increment of eighty (80) hours during each fiscal year.~~

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ARTICLE VII – HOLIDAYS

Last Revised: [November, 2024]

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ARTICLE VII – HOLIDAYS

SECTION 1. Holidays Observed

A. District employees shall observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day (November 11)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Two (2) Floating Holidays of 9 hours each. Floating Holidays shall be credited to each employee's bank on January 1st of each year. All Floating Holidays must be used by December 31st of the year in which the hours were issued. If an employee is hired between January 1st and June 30th of a given year, such employee will receive the equivalent of two Floating Holidays (18 hours). If an employee is hired between July 1st and December 31st of a given year, such employee will receive the equivalent of one floating holiday (9 hours).

B. When a holiday falls on a Sunday, the next day shall be observed as the holiday.

C. When Christmas Eve falls on a Friday and Christmas Day falls on a Saturday, the Thursday and Friday before shall be observed as the holiday. When Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday, the Friday before and the Monday following shall be observed as the holiday. When Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, the Monday and Tuesday following shall be observed as the holiday.

D. New Year's Day falls on a Saturday, the Friday before shall be observed as the holiday. When New Year's Day falls on a Sunday the Monday immediately following shall be observed as the holiday.

E. When Juneteenth falls on the third Thursday of the Month, ~~the holiday~~ the Friday following shall be observed as the holiday.

F. When any other holiday falls on a Saturday, eight (8) hours of compensatory time shall be credited to each regular permanent/probationary, limited-term employee's account, with a prorated amount credited for a part-time employee.

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SECTION 2. Eligibility for Holiday Pay

- A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With District approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
- B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
- C. An employee who is terminating employment for reasons other than paid District retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Only regular permanent/probationary, or limited-term employees shall be eligible for holiday pay.

SECTION 3. Holiday Pay

- A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive eight (8) or nine (9) hours pay computed at the employee's basic hourly rate according to the employee's regularly scheduled work hours. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.

B. Compensation for Holidays Falling on Scheduled Days Off

- 1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
- 2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

C. Compensation for Work on Holidays

- 1. An employee who is required to work on Columbus Day, Veteran's Day, Day After Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.
- 2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall

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receive pay computed at one and one-half (1-1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in C.1. or 2 of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.
4. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

~~5. Full time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of his or her agreement, shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.~~

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6.5. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the District. Employees shall be paid for all compensatory time in excess of one hundred thirty (130) hours.

ARTICLE VIII – EMPLOYEE RECOGNITION

Last Revised: [November, 2024]

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ARTICLE VIII – EMPLOYEE RECOGNITION

SECTION 1. Employee Anniversary Recognition

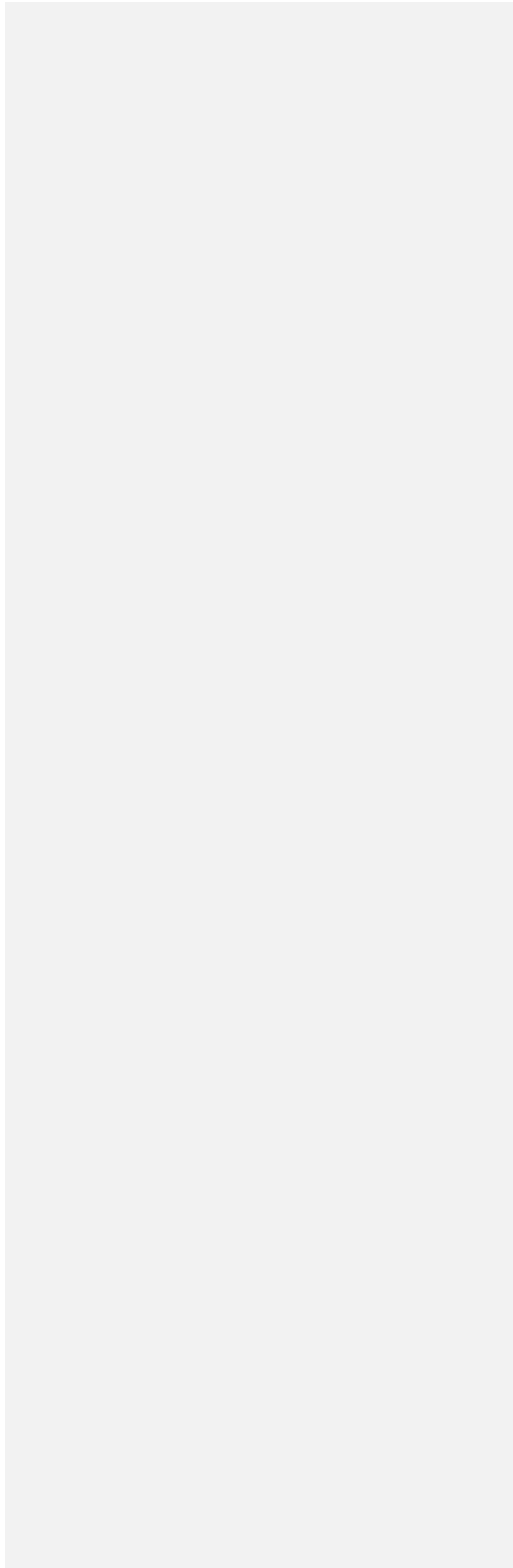
- A. The District shall recognize all full-time employee anniversaries in five (5) year increments. Employees will be recognized for their anniversary in January following the completion of the full calendar year their anniversary fell in. (Example: An employee's 5 year anniversary is on March 25, 2006. The employee shall be recognized for their anniversary in January 2007.)
- B. Recognized employees shall be given compensatory (comp time) hours as a reward. Time shall be granted at the discretion of the District Manager according to the following guidelines:
1. 5 year anniversary - eight (8) hours comp time.
 2. 10 year anniversary - sixteen (16) hours comp time.
 3. 15 year anniversary - twenty-four (24) hours comp time.
 4. 20 year anniversary - thirty-two (32) hours comp time.
 5. 25 year anniversary - thirty-two (32) hours comp time.
 6. 30 year anniversary - forty (40) hours comp time.
- C. 35+ year anniversary - Any employee who is recognized for a 35+ year anniversary shall receive forty (40) hours of comp time. Anniversaries recognized over 35 years shall be in increments of five (5) years (Example: 40 years, 45 years, etc.) Employees recognized for anniversaries at 35 years or more shall not receive more than forty (40) hours of comp time at each anniversary.
- D. In addition to an employee receiving comp time as a reward, the District Manager shall also have the discretion to give additional rewards to each employee recognized (example: gift certificates, movie tickets, etc.).

SECTION 2. Employee of the Year Recognition

- A. The District shall recognize one (1) seasonal or part-time employee and one (1) full-time employee each year. Both recognized employees shall be deemed "Employee of the Year" for the two classes of employment listed above. Employees chosen for such recognition shall be at the discretion of the District Manager.
- B. Employees deemed "Employee of the Year" shall be given comp time as a reward. Time shall be granted at the discretion of the District Manager according to the following guidelines:
1. Full-time "Employee of the Year" - forty (40) hours of comp time.
 2. Seasonal or Part-time "Employee of the Year" - forty (40) hours of comp time.

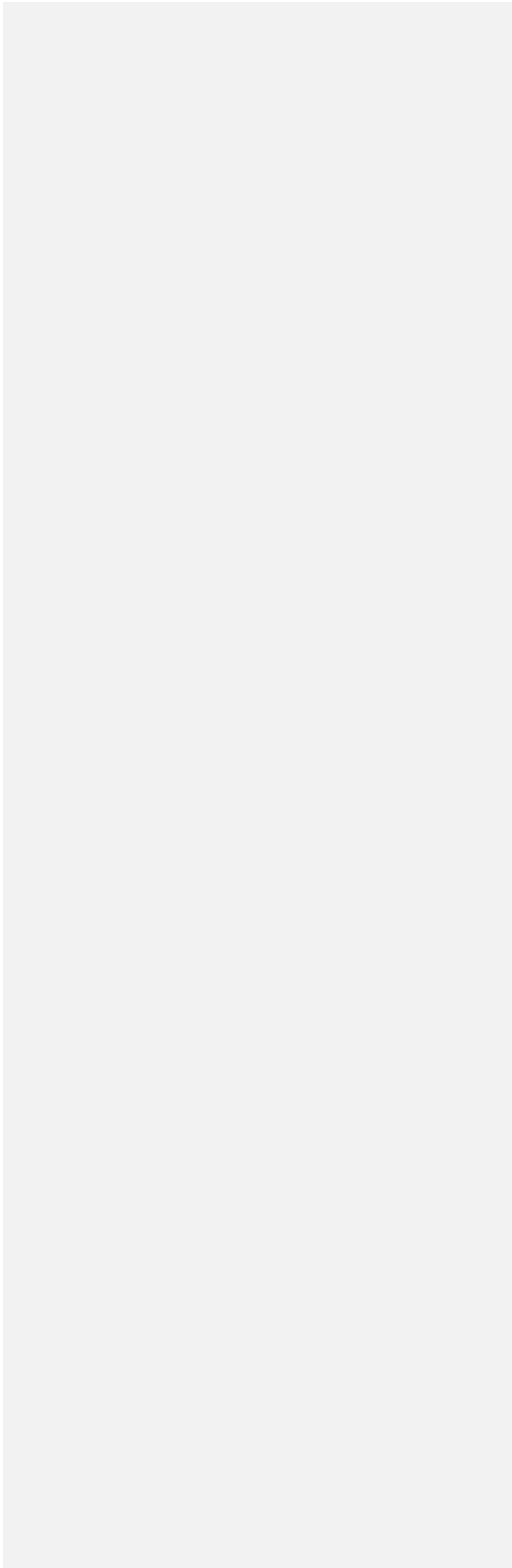
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C. In addition to an employee receiving comp time hours as a reward, the District Manager shall also have the discretion to give additional rewards to each employee recognized (example: gift certificates, movie tickets, etc.).



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ARTICLE IX – REIMBURSEMENT PROGRAMS



Last Revised: [November, 2024]

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ARTICLE IX – REIMBURSEMENT PROGRAMS

SECTION 1. Mileage Reimbursement

An employee who is authorized to use a private automobile in the performance of his/her duties shall, for mileage driven during each monthly period, be paid at the current IRS mileage rate.

SECTION 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

~~SECTION 3. Auto Allowance~~

~~Administrative Management employees have the option of use of a District vehicle or a monthly auto allowance in the amount of \$400.~~

~~SECTION 4. Employee Cafeteria Benefit Plan~~

~~A. Through December 31, 2013, eligible employees shall be entitled to select benefits from those listed below (Section B) at a cost to the District. Administrative Management and Confidential employees shall be eligible for two thousand four hundred (2,400) dollars each calendar year; Supervisory employees shall be eligible for one thousand eight hundred (1,800) dollars each calendar year, and all other permanent and probationary employees shall be eligible for one thousand four hundred (1,400) dollars each calendar year.~~

~~Effective January 1, 2014, the Employee Cafeteria Benefit Plan will be terminated. All pending reimbursement requests must be submitted by December 31, 2013.~~

~~Beginning January 1, 2014, Health Plan Allowance amounts will be adjusted per Article XVI, Section I.~~

~~B. The purpose of the plan is to provide options to individual employees to best meet the needs of themselves and dependents while: 1) enhancing the employee's expertise and skills on the job, and/or 2) relieving the employee of external influences which might impair his/her performance.~~

~~The reimbursable options available shall include the following types of benefits:~~

- ~~1. Professional conferences which are job related (employees only) including fees and other expenses while attending;~~

Commented [LY2]: No Longer a program administered by the District

- ~~2. Professional memberships, licenses, and certificates which are job related (employee only);~~
- ~~3. Professional journals and periodicals (employee only) which are job related;~~
- ~~4. Health/accident;
 - ~~a. Health programs (employee and/or dependents) such as stop smoking, weight and stress reduction and physical, mental and/or emotional health related counseling for individual and/or family not covered or partially covered through existing plans;~~
 - ~~b. Out-of-pocket premiums for health, dental, vision, and life insurance; disability, salary continuance, accidental death and dismemberment (AD&D), and long term care. Reimbursable premiums may be for employee, employee's spouse, or employee dependent(s).~~
 - ~~c. Health club memberships.~~~~

~~C. Eligibility—a regular permanent/probationary, or limited-term employee is eligible to receive the optional benefit provided he or she is continuously employed with the District. Part-time employees working twenty (20) hours or more in a workweek will be eligible to receive fifty (50) percent of the optional benefit amount available to full-time employees. Employees hired or promoted after the commencement of a plan (January of each year) will be eligible for the optional benefit on a prorated basis beginning with the first full calendar month of employment or promotion.~~

~~D. The District Manager shall administer the plan in accordance with the stated purpose. Plan periods shall coincide with the calendar year. For newly eligible employees, the amount available to the employee will be prorated based on months of eligibility not to exceed specified totals in Section 4.A. above. Eligible expenses to be reimbursed must be incurred during the calendar year. Claims for reimbursement may be filed twice a calendar year; once at the end of June and once at the end of December.~~

~~E. Any portion of the optional benefit not claimed within the calendar year, shall remain District funds.~~

~~F. Claims shall be submitted on forms provided by the District on which claimant indicates eligible expenses supported by evidence of payment on receipt. If evidence of payment is a copy of an original document, the copy must be clear and legible. The District will approve for payment only those claims that are accompanied by evidence of payment or receipt and signed by the claimant certifying under penalty of perjury that the information is true and correct.~~

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SECTION 54. Safety Boot Reimbursement

Eligible regular permanent/probationary, and limited-term full-time field operations employees will be entitled to receive up to \$200 per fiscal year for reimbursement of the purchase of safety boots. In order to receive the reimbursement, employees must provide an original purchase receipt. Boots must have been purchased in the employee's name. If not in employee's name, authorization from the District Manager must be obtained prior to purchase.

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ARTICLE X – TUITION REIMBURSEMENT

Last Revised: [November, 2024]

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ARTICLE X – TUITION REIMBURSEMENT

SECTION 1. Objective

The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in classroom courses, which will:

- A. Educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs;
- B. Help prepare them for advancement to positions of greater responsibility in the District service.
- C. Lead to the attainment of a college degree.

SECTION 2. Eligibility of Courses

The following criteria shall be used in determining the eligibility of courses for tuition reimbursement:

- A. Courses must be related to the work of the employee's position of occupation or be required of the degree program the employee is enrolled in.
- B. Courses must be taken on employee's time.
- C. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.
- D. The prerequisite courses for eligible courses are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
- E. Courses are not eligible for tuition reimbursement if they:
 - 1. Are taken to bring unsatisfactory performance up to an acceptable level;
 - 2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
 - 3. Duplicate available in-service training;
 - 4. Duplicate training which the employee has already had.
- F. Conventions, nonacademic workshops, institutes, etc., are not ordinarily included in the tuition reimbursement program because such programs often are given by non-accredited institutions, involve District time, considerable travel expense, and are not easily comparable to any other programs. However, with the approval of

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the District Manager, exceptions may be made for individual requests if: 1) an employee can only receive a specialized course from a nontraditional institution, and 2) the program meets the other criteria previously outlined.

SECTION 3. Eligibility of Employees

Full-time regular permanent/probationary, or limited-term employees, performing their jobs satisfactorily, are eligible for reimbursement.

SECTION 4. Nature of Reimbursement

- A. Reimbursement may be made for tuition, registration fees, and laboratory fees. Expenses for parking, travel, meals, books, processing fees for admittance to a university or college, and other incidental costs are not reimbursable.
- B. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C" or its equivalent in an undergraduate course, or "C" or its equivalent in a graduate level course. No reimbursement shall be made for audited courses or incomplete courses.
- C. Reimbursement shall be limited as follows:
 - 1. The maximum reimbursement that may be received by an employee from the District in one (1) fiscal year shall be two thousand five hundred dollars (\$2,500) for courses beginning the first semester after January 1, 2005. It is intended that this program be administered to assist as many qualified employees as possible and the two thousand five hundred dollars (\$2,500) mentioned here is established as a maximum and not as a guarantee.
 - 2. Reimbursement received from other sources for tuition, registration fees, and/or lab fees will be deducted from the cost of such expenses in determining the amount which the District will pay.

SECTION 5. Request Procedure

- A. The employee shall apply for tuition reimbursement through their Department Head, on forms provided by the District prior to the starting date of the course.
- B. The District Manager shall evaluate the request for reimbursement and make the final approval or denial.
- C. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the District as soon as possible.
- D. Upon being informed on certification by the District, the Finance Department shall

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issue a warrant to the employee for reimbursement.

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ARTICLE XI – DISCIPLINARY ACTION

Last Revised: [November, 2024]

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ARTICLE XI – DISCIPLINARY ACTION

SECTION 1. Authority for Disciplinary Action

Discipline may be imposed only, for just cause and utilizing the concept of progressive discipline, in all cases by the District Manager. Only suspensions, non-probationary demotions, reductions in pay, and discharges imposed by the District Manager may be appealed to the Policy and Personnel Committee of the Board of Trustees. All other discipline imposed by the District Manager shall be final.

SECTION 2. Responsibility

It is the Board's intent to continue its policy of delegating to the District Manager the full responsibility and authority to discipline and discharge employees.

SECTION 3. Reprimand and Substandard Performance Evaluation

A. Written Reprimand

If the reprimand is in writing, the Department Head shall give the employee a copy and forward a copy to the District Manager for review and retention in the employee's personal history file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations of change by the employee, and notice of further action in the event a change by the employee does not occur. An employee shall have the right to attach a written rebuttal and/or appeal to the District Manager.

B. Performance Evaluations

Any employee shall have the right to attach a written rebuttal and/or appeal to the District Manager.

C. Nature of Appeal to District Manager

An employee's opportunity to appeal to the District Manager is not intended to be an adversarial hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee need not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline or performance evaluation. However, the limited nature of this response does not obviate the District Manager's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal or performance evaluation. An employee may elect not to respond, thereby waiving any further response.

SECTION 4. Emergency Suspensions of Five Days or Less

A. In suspending a regular permanent or limited-term employee for five (5) days or less, when it is necessary to remove the employee from the work site immediately

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because of a potential emergency situation, including, but not limited to, situations that may endanger life or property, the employee shall:

1. Whenever practicable, be given an opportunity to respond to the proposed suspension to District Manager;
2. Be informed of the employee's right to representation in the response;
3. Be informed of the employee's right to appeal should the proposed suspension become final.
4. In such emergency suspension, the procedural requirements of Section 5, below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

SECTION 5. Pre-Disciplinary Hearing for Suspension, Reduction, or Discharge

- A. In suspending, demoting (non-probationary), reducing pay, or discharging a regular permanent or limited-term employee in a non-emergency situation, a written notice of such proposed disciplinary action shall be served on the employee personally and privately, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
1. A description of the proposed action and its effective date(s);
 2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 3. Copies of material on which the proposed action is based;
 4. A statement of the employee's right to respond, either verbally or in writing, prior to the effective date of such proposed action;
 5. A statement of the employee's right to representation;
 6. A statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to the District Manager.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may represent himself or herself or may choose someone to represent him/her in a hearing pursuant to this Article.

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- E. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after suspension pursuant to Section 4., above.
- F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Article XIII.
- G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Article XIII.

SECTION 6. Suspension

- A. No regular permanent or limited-term employee shall be suspended except for cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with District provisions, an appeal of suspension may be initiated pursuant to Article XIII.

SECTION 7. Reduction

- A. No regular permanent or limited-term employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for cause.
- B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
- C. In accordance with District provisions, an appeal of reduction for reasons of unsatisfactory performance or physical disability may be initiated pursuant to Article XIII.

SECTION 8. Discharge and Right of Appeal

- A. Regular permanent or limited-term employees may only be discharged for cause. No proposed discharge shall be effected unless approved by the District Manager.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. In accordance with District provisions, a discharge may be appealed pursuant to Article XIII.

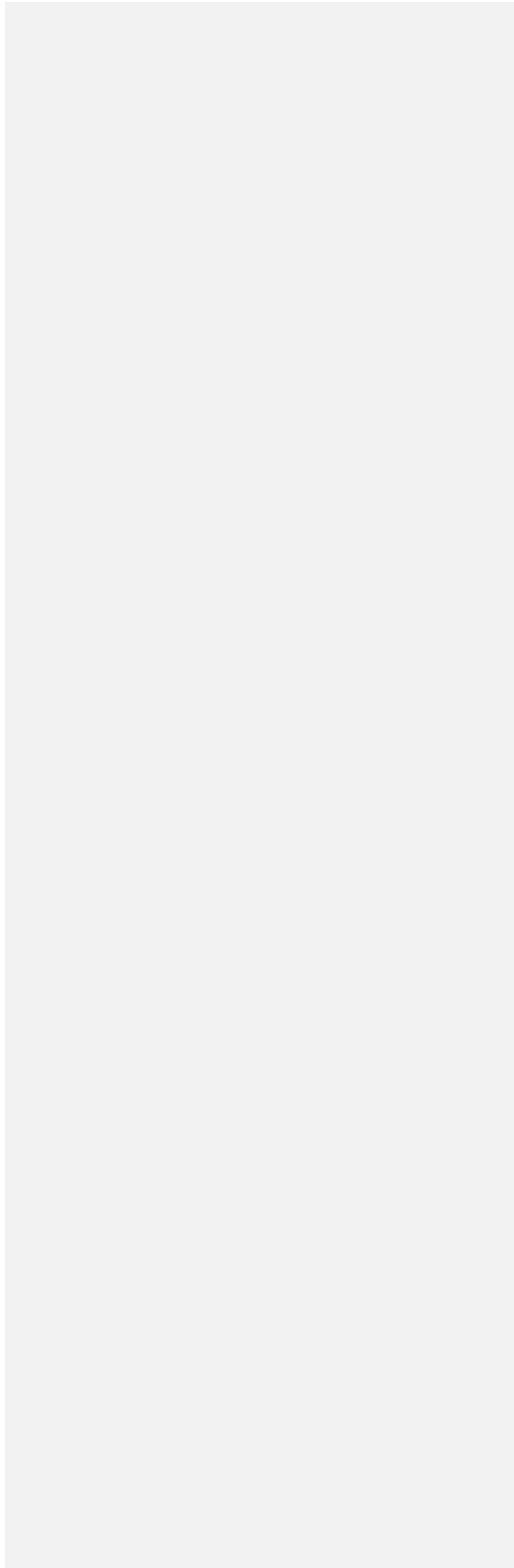
SECTION 9. Automatic Resignation / Absence without Authorization

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- A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation from District employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the District Manager prior to the expiration of the time limit specified in A., above.
- C. When an employee has been absent without authorization and the District plans to invoke the provisions of 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the District shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
 - 1. A statement of the District's intention to accept and enter the employee's automatic resignation and its effective date;
 - 2. A statement of the reasons for considering the employee to have automatically resigned;
 - 3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - 4. A statement of the employee's right to representation;
 - 5. A copy of the automatic resignation provisions which apply to the employee;
 - 6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee: 1) responds to the notice before the effective date; 2) provides an explanation satisfactory to the District Manager as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons; and 3) is found by the District Manager to be ready, able and willing to resume the full duties of his or her position.
- E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the District Manager determine it is appropriate to use sick leave, compensatory time, vacation or other paid leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the District Manager may rescind an automatic resignation.
- G. In the event that disciplinary action is exercised by the District Manager under Article X, Section 1. (Authority for Disciplinary Action), the affected employee may file an

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appeal pursuant to Articles XI and XIII.



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ARTICLE XII – GRIEVANCE PROCEDURE

Last Revised: [November, 2024]

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ARTICLE XII – GRIEVANCE PROCEDURE

SECTION 1. Purpose

The purposes and objectives of the grievance procedure of the Orange County Mosquito and Vector Control District are to:

- A. Encourage a settlement of disagreements informally at the employee-supervisory level. Provide an orderly procedure for grievances through several supervisory levels when necessary.
- B. To assure fair and equitable treatment of all employees; for harmonious relations between employees, supervisors, and management.
- C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances of future similar complaints.

SECTION 2. Definitions

For the purpose of this grievance procedure, the following definitions will apply:

- A. Employee or District Employee: Any officer or employee of the Orange County Mosquito Vector Control District, except an appointed Trustee.
- B. Employee Representative: A person who appears on behalf of the employee.
- C. Grievance: Any dispute concerning the interpretation or application of rules or regulations governing personnel practices or working conditions, or of the practical consequences of District rights, decision on wages, hours, and other terms and conditions of employment.
- D. Immediate Supervisor: Individual who assigns, reviews, and directs the work of employee.
- E. Department Head: The individual to whom an immediate supervisor reports.
- F. District Employee Relations Officer: The District's principal representative in all matters of employee- employer relations shall be the District Manager or his/her duly authorized representative.

SECTION 3. Non-Reviewable Grievances

A grievance is not reviewable under this procedure if it is a matter which is reviewable under some other administrative procedure and/or rules of the Orange County Mosquito and Vector Control District, such as:

- A. Applications for changes in title, job classification, benefits, or salary.

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B. Appeals arising out of work performance evaluations.

C. Appeals of Discipline pursuant to Article XIII.

SECTION 4. General Provisions

A. Procedure for presentation. In presenting his or her grievance, the employee shall follow the sequence and procedure outline in Section 5.

B. Prompt presentation. The employee shall discuss his or her grievance with his or her immediate supervisor promptly after the act or admission of management causing the grievance.

C. Statement of the grievance. The grievance shall be written and shall contain a statement of the specific situation, act, or acts which led to the grievance, as well as:

1. The adverse effect suffered by the employee, and
2. The relief sought.

D. Employee representative. The employee may choose someone to represent him/her each step after the first step in the procedure; i.e., any step after formal discussion with his or her immediate supervisor. No person hearing a grievance need recognize more than one representative for any employee at any one time unless he or she so desires.

E. Attend to during working hours. Whenever possible, grievances will be attended to during regularly scheduled working hours of the parties involved.

F. Extension of time. Time limits in which the action must be taken or decision made are specified in this procedure but may be extended by mutual written consent of the parties involved. The statement of duration of such extension of time must be signed by both parties involved at the step to be extended.

G. Consolidation of grievances. If the grievances involved are a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

H. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

I. Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his grievance without fear of disciplinary action or reprisal. Attempt should be made to settle any problems through channels other than filing formal grievances. At any time, the Employee Relations Officer's Representative may be

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contacted.

- J. Time off. The grievant and his/her representative, if any, may have a reasonable amount of time off without loss of compensation to prepare and present the grievance. Time off shall be determined by and is at the discretion of the District Manager.

SECTION 5. Grievance Procedure Steps

The following procedure should be followed by employees submitting a grievance pursuant to this policy:

- A. Discuss with the supervisor. The employee shall discuss his/her grievance with his/her immediate supervisor informally within two working days following the day the grievable incident occurred. The supervisor shall give his/her decision to the employee within two working days after the discussion.
- B. Present written grievance to the District Manager. If the employee and supervisor cannot reach an agreement as to solution of the grievance, or the employee has not received a decision within two working days limit, the employee, within two working days, may present his/her grievance in writing to his/her supervisor, who shall endorse his/her comments thereon and present them to the District Manager. The District Manager shall consider the grievance and give his/her written decision to the employee within five working days after receiving the grievance.
- C. Appeal to the Board of Trustees

An employee desiring to appeal the District Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the District Manager and received in the District Manager's office so that same date is stamped by the District Manager's office within the (10) day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the District Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the District Manager, an appeal hearing shall be established as follows:

- 1. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the District and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet, or confer by telephone, to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains,

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and that person shall be the hearing officer.

2. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the District Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
3. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
4. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
5. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
6. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first-called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (District, hearing officer, employee/employee representative) mutually agree that same is not necessary.
7. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - i. The Grievant shall be permitted to make an opening statement;
 - ii. The District shall then be permitted to make an opening statement;
 - iii. The Grievant shall produce the evidence on his/her part; the Grievant bears the burden of proof and burden of producing evidence;

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- iv. The District may then open its defense and offer its evidence in support thereof; the District bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case,
 - vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
8. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.
9. The hearing officer may recommend sustaining or rejecting any part of the grievance. The hearing officer's opinion and recommendation shall be filed with the District Manager with a copy sent to the Grievant, and shall set forth his/her findings and recommendations.
10. Within ninety (90) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the District and the Grievant), whichever date is later, the Policy and Personnel Committee of the Board of Trustees (Committee) shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which rejects the recommendation of the hearing officer, the Committee shall order and read the transcript. Prior to making a decision which supports the hearing officer, the Committee may order and read the transcript, at its option. The Committee shall not conduct a de novo hearing. The Committee may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the Committee shall be final and conclusive. Copies of the Committee's decision, including the hearing officer's recommendation (s) shall be filed where appropriate, including the Grievant's personnel file.
11. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual

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settlements by the parties which result in an arbitration fee.

12. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

SECTION 6. Applicable Employees

This Grievance Procedure is applicable to each District employee.

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ARTICLE XIII – DISCIPLINARY APPEALS

Last Revised: [November, 2024]

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ARTICLE XIII – DISCIPLINARY APPEALS

SECTION 1. Purpose

To provide a formalized procedure for appeals of discipline which constitute the deprivation of a significant property right such as suspensions, reductions in pay, demotions, and terminations.

SECTION 2. Nature of Appeal

Employees dissatisfied with the District Manager's decision, after having received pre-disciplinary due process, may receive a hearing before the Policy and Personnel Committee by filing a timely appeal in compliance with Section 3, below.

SECTION 3. Filing Requirements

An appeal must be filed within fifteen (15) days of receipt of the District Manager's decision. If an appeal is not filed within that time period, it shall not be effective, and the employee shall be deemed to have waived the right to a hearing. To be effective an appeal must contain the following information:

- A. If the employee is alleging a disagreement over facts, a statement regarding what facts, if any, are in dispute. If there is no dispute over the facts, the appeal should so state.
- B. If the employee is alleging abuse of discretion by the District Manager in imposing disciplinary action on him/her, a statement setting forth the manner in which the District Manager abused his discretion. Specifically, the statement must show that the District Manager has exceeded or acted without authority; that the employee was denied procedural due process; or that the disciplinary action imposed was not warranted by the facts of the situation.
- C. The remedy being sought by the employee.

SECTION 4. Appeal Procedures

Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non- probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the appointing authority's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the District Manager and received in the District Manager's office so that same is date stamped by the District Manager's office within the (10) day period.

If, within the 10-day appeal period, the employee involved does not file said appeal,

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unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the District Manager, an appeal hearing shall be established as follows:

- A. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the District and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet, or confer by telephone, to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- B. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the District Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- C. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- D. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- F. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first-called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence

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shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (District, hearing officer, employee/employee representative) mutually agree that same is not necessary.

- G. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
1. The party imposing discipline shall be permitted to make an opening statement;
 2. The appealing party shall then be permitted to make an opening statement.
 3. The party imposing disciplinary action shall produce the evidence on his/her part; the District bears the burden of proof and burden of producing evidence;
 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case,
 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- H. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.
- I. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the Department Head.
- J. The hearing officer's opinion and recommendation shall be filed with the District Manager with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- K. Within ninety (90) days of the receipt of the hearing officer's findings and

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recommendation, and transcript (which is optional only by the mutual consent of the District and the employee), whichever date is later, the Policy and Personnel Committee of the Board of Trustees (Committee) shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which rejects the recommendation of the hearing officer, the Committee shall order and read the transcript. Prior to making a decision which supports the hearing officer, the Committee may order and read the transcript, at its option. The Committee shall not conduct a de novo hearing. The Committee may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the Committee shall be final and conclusive. Copies of the Committee's decision, including the hearing officer's recommendation (s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the Committee.

- L. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.
- M. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the Committee, the time of such suspension, demotion or dismissal shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the Committee. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- N. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

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ARTICLE XIV – LAYOFF PROCEDURE

Last Revised: [November, 2024]

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ARTICLE XIV – LAYOFF PROCEDURE

SECTION 1. General Provisions

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the District business.

SECTION 2. Order of Layoff

- A. When a reduction in the work force is implemented, employees in regular permanent/probationary positions and those occupying limited-term positions at the direction of the District Manager shall be laid off in an order based on consideration of:
 - 1. Employment status;
 - 2. Past performance;
 - 3. Length of continuous service with the District.
- B. Layoffs shall be made by class within a section except that:
 - 1. Where a class has a dual or multiple concept, the District Manager may authorize a layoff by specialty within the class.
 - 2. Where appropriate, the District Manager may authorize a layoff by section.
- C. When two (2) or more employees have the same seniority/performance ranking, the District Manager shall determine the order of layoff for these employees.

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**ARTICLE XV – ON-THE-JOB INJURY, WORKERS’ COMPENSATION
SUPPLEMENT PAY**

Last Revised: [November, 2024]

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ARTICLE XV – ON-THE-JOB INJURY, WORKERS’ COMPENSATION SUPPLEMENT PAY

SECTION 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of District employment and requires medical care, the employee shall obtain treatment according to the provision of the California Labor Code Section 4600 *et seq.*

SECTION 2. Workers' Compensation Supplement Pay

- A. Prior to qualifying for Workers' Compensation benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, and/or vacation, in that order.
- B. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of District employment, the employee shall receive injury leave of full compensation for the first three (3) days of such absence.
- C. When absence due to this injury extends beyond the injury leave of three (3) days, the employee may be eligible to receive Workers' Compensation benefits provided through the District's workers' compensation insurance carrier. If employee has sick leave, compensatory time, or vacation time accruals, it may be used to make up the difference between the benefits received and the employee's regular salary.
- D. Time during which an employee receives Workers' Compensation temporary disability benefits shall be counted toward the computation of District seniority and determination of sick leave and vacation earning rates.

SECTION 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a District designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed forty (40) working hours for a full-time employee or seven (7) calendar days for a part-time employee. If the absence extends beyond the applicable period, sick leave, compensatory time, and vacation may be used, at the employee's option, in that order, if the employee has such time on the books.

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ARTICLE XVI – INSURANCE

Last Revised: [November, 2024]

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ARTICLE XVI – INSURANCE

SECTION 1. Health Plan Enrollment

- A. New eligible employees will be enrolled for coverage in District health, vision, and dental plans effective the first day of the month following employment. Employees failing to elect a plan will be enrolled as a single employee in the least expensive health plan provided by the District.
- B. Terminated employees will be continued with coverage in dental and vision plans until the last day of the calendar month in which they terminate. Health coverage shall terminate at the end of the following month after separation.
- C. Employees will be given the opportunity to change medical plans and/or dependent status at date of retirement, upon certain “qualifying events,” and during open enrollment which shall occur annually. Open enrollment is determined by the District’s providers of health, dental, and vision.
- D. In all alternate health plans, the District shall permit a one (1) month period, each calendar year, during the term of this agreement, for open enrollment of employee and employee's dependents.
- E. For the contract period, medical allowances shall be determined as follows: In August of each year, enrollment in each medical plan will be determined. Those medical plans with five (5) or more District employees enrolled will be used to benchmark premiums. If said plans premiums increase \$50 or more, the District will increase the monthly medical allowance by \$50. If the plans premiums decrease \$50 or more, the District will decrease the monthly medical allowance by \$50 not to go below [2023-2025](#) Allowances listed below.

	Employee	Employee + 1	Employee + Family
Supervisory Employees	\$1100 1200	\$1550 1700	\$1820 1995
All other permanent/probationary/limited-term employees	\$1070 1170	\$1520 1670	\$1790 1965

- F. Those employees that opt-out of a District medical plan shall receive a cash-in-lieu amount of \$920 per month. This amount can be used to pay for optional benefits (Dental, Vision, etc.) and/or receive as income (subject to taxation as wages). This amount shall remain for the contract period.

SECTION 2. Other Insurance Coverage

The District will provide to all eligible permanent/probationary employees the following:

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- A. The District will provide short-term disability (STD) insurance to full-time permanent/probationary and limited- term employees at no cost to the employee. The benefit is sixty (60) percent of employee's salary up to \$5,000 per month for certified non-occupational injury or illness, after a 7-day elimination period. After the elimination period, an employee may use any available leave to integrate with STD. If available leave time is used, employee shall not receive greater than one hundred (100) percent of his or her salary. The maximum benefit shall not exceed \$1500 per week.
- B. The District will provide long-term disability (LTD) insurance to full-time permanent/probationary and limited- term employees at no cost to the employee. The benefit is sixty (60) percent of employee's salary up to \$5,000 per month for certified non-occupational injury or illness, after a 60 day elimination period. After the elimination period, an employee may use any available sick pay to integrate with LTD. If available leave time is used, employee shall not receive greater than one hundred (100) percent of his or her salary. The maximum benefit is \$5,000.
- C. Employees shall be financially responsible for health and/or other District provided benefits while on official leave for non-occupational disability if not on FMLA. If employee is on FMLA, the District will continue to pay its normal share of the employee's health insurance premiums for up to twelve (12) weeks, or the duration FMLA is valid. STD and LTD provider will determine the coordination of vacation, compensatory, and sick time upon receipt of benefit.
- D. Life and Accidental Death and Dismemberment (AD&D) insurance will be provided to Administrative Management and Confidential employees in the amount of \$100,000, full-time non-management permanent employees shall receive a \$75,000 policy, and extra help/part-time employees working 20 hours a week or more consistently and employed for six months or more, in the amount of \$25,000 at no cost to the employee. The life policy for extra help employees shall not apply to seasonal employees hired on a pre-determined seasonal basis (Example: Operations seasonal employees hired for the summer months each year). Permanent/probationary, and limited-term employees may be eligible to purchase additional voluntary life and AD&D coverage at the employees own expense.
- E. Any existing employees who opt out of medical and receive District paid dental and/or vision as of July 1, 2015 shall continue to receive this benefit unless terminated by the employee.

SECTION 3. Pre-Tax Medical Premium

The Pre-Tax Medical Premium allows an employee to pay for out-of-pocket health premiums as permitted in the Internal Revenue Code. Under the plan, an employee's gross taxable salary is reduced by the amount of his or her share of the premium costs of District-provided health, dental, and vision insurance coverage.

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SECTION 4. Health Coverage for Retirees

- A. Effective July 1, 2009 the District shall offer the following: Employees who 1) retired after January 1, 2006 and 2) were hired prior to July 1, 2009 shall receive the CalPERS mandated retiree health allowance for the corresponding retirement year and shall receive a supplemental benefit equal to \$234.05 per month.
- B. Active employees hired on or after July 1, 2009, shall receive a retiree health monthly supplemental stipend in the amount of \$200 for having worked 10 or more continuous years.
- C. Active employees who retire with less than 10 years of services shall only receive the CalPERS mandated retiree health allowance for the corresponding year under the statutory minimum contribution.

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ARTICLE XVII – DEFERRED COMPENSATION

Last Revised: [November, 2024]

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ARTICLE XVII – DEFERRED COMPENSATION

An employee in a regular permanent/probationary, or limited-term position may, participate in offered District Deferred Compensation Plans.

The District will match up to \$170.00 per pay period of an employee's contribution to a District authorized deferred compensation plan. Beginning on July 1, 2024, the District contribution rate increases to \$175.00 per pay period; and beginning on July 1, 2025, the District contribution rate increases to \$180.00 per pay period.

Employees may elect to cancel participation in the program by signing a form provided by the Administrative Services Department.

The District Manager's matching contribution rate shall be at the pleasure of the Board of Trustees.

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ARTICLE XVIII – PAYOFF/BUYBACK PROVISIONS

Last Revised: [MONTH, YEAR]

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ARTICLE XVIII – PAYOFF/BUYBACK PROVISIONS

SECTION 1. Vacation Payoff

The amount of the lump sum payment for accrued vacation shall be calculated on the same basis as employee's retirement is calculated pursuant to Government Code Section 31462.1 or on the basis of the employee's salary at the time of separation, whichever is greater.

SECTION 2. Annual Sick Leave Buyback

An employee shall be allowed to accumulate sick leave from year to year. The first pay period in December, upon the written request of the employee, the District shall compensate the employee for either:

- A. Up to 25 percent of employee's unused sick leave for the previous 12 months. Employee must keep a minimum of 120 hours in their account; or,
- B. Up to twenty-four (24) hours of accumulated sick leave if the employee keeps a minimum of 480 hours in their account.

ARTICLE XIX – RETIREMENT

Last Revised: [November, 2024]

12376983.3 OR055-005

ARTICLE XIX – RETIREMENT

SECTION 1. Retirement Benefits for Service Prior to January 6, 2007

All regular permanent/probationary, limited-term employees shall be members of the Orange County Retirement System. Extra help employees shall not be eligible for retirement benefits.

- A. For employees hired on or before September 20, 1979.
 - 1. Such employees are provided a 2% @ 57 retirement benefit formula per Section 31676.12 of the Government Code for general.
 - 2. The retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
 - 3. Members' normal contribution rates shall continue to be established as provided by Section 31621.5 of the Government Code for general members.
 - 4. The District will adopt employee contribution rates equal to District contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.

- B. For employees hired on or after September 21, 1979.
 - 1. General members will be provided a 1.667% @ 57.38 retirement benefit allowance as provided in Section 31676.1 of the Government Code.
 - 2. The retirement allowance of general members will be computed upon the employee's highest three (3) years of compensation per Government Code Section 31462.
 - 3. Members' normal contribution rates shall be as provided by Government Code Section 31621.
 - 4. The District will adopt employee contribution rates equal to District contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.

- C. Members' normal cost-of-living contributions will be adjusted subsequent to and in accordance with actuarial recommendations adopted by the OCERS Retirement Board and the County of Orange, Board of Supervisors.

SECTION 2. Retirement Benefits for Service After January 6, 2007

All regular permanent/probationary, or limited-term employees shall be members of the California Public Employees' Retirement System (CalPERS). Employees hired prior to January 6, 2007 and having service time with the Orange County Retirement System (OCERS) shall become inactive members of that system and all past service time shall remain with OCERS. Extra help employees working less than one thousand (1,000) hours in a fiscal year shall not be eligible for retirement benefits.

- A. All employees hired prior to July 13, 2012 are considered local miscellaneous members of CalPERS and are provided a 2.0% @ 55 (Section 21354) retirement benefit formula for service rendered to the District after January 6, 2007 and forward. This benefit is in accordance with Section 21354.5 of the Government Code of said Retirement Law.
 - 1. All employees enrolled in the CalPERS 2% @ 55 retirement benefit formula shall be provided the following contracted provisions:

- a. Section 20042 (12 month Final Compensation).
 - b. Section 21329 (2% Cost-of-Living Allowance, base year 2007).
 - c. Section 21574 (1959 Survivor Benefits) and Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 21530 (Basic Death Benefit), or Section 21546 (1957 Survivor Benefit), or Section 21548 (Pre - Retirement Optional 2 Death Benefit).
 - e. Section 21620 (\$500 Death After Retirement Benefit).
2. The member contribution for the CalPERS 2% @ 55 retirement benefit formula is seven (7) percent of the each employee's reportable compensation.
- a. For all active employees the District shall pay 0% of the 7% employee contribution. Each employee shall be responsible for paying the full employee contribution through bi-weekly payroll deductions.
- B. All employees including Administrative Management (as listed in Appendix A) hired after July 13, 2012 and qualify as a "Classic Member" per CalPERS, are considered local miscellaneous members of CalPERS and shall be provided a 2.0% @ 60 (Section 21353) retirement benefit formula for service rendered to the District.
1. All employees enrolled in the CalPERS 2% @ 60 retirement benefit formula shall be provided the following contract provisions:
- a. Section 20037 (Three-Year Final Compensation).
 - b. Section 21329 (2% Cost-of-Living Allowance, base year 2012).
 - c. Section 21574 (1959 Survivor Benefits) and Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 21530 (Basic Death Benefit), or Section 21546 (1957 Survivor Benefit), or Section 21548 (Pre - Retirement Optional 2 Death Benefit).
 - e. Section 21620 (\$500 Death After Retirement Benefit).
2. The member contribution for the CalPERS 2% @ 60 (Section 7522.2) retirement benefit formula is 7% of each employee's reportable compensation.
- a. For all active employees the District shall pay 0% of the seven (7) percent member contribution. Each employee shall be responsible for paying the full member contribution through bi-weekly payroll deductions.
- C. All employees including Administrative Management (as listed in Appendix A) hired after December 31, 2012 and qualify as a "New Member" per CalPERS, are considered local miscellaneous members of CalPERS and shall be provided a 2.0% @ 62 retirement benefit formula for service rendered to the District.
1. All employees enrolled in the CalPERS 2% @ 62 retirement benefit formula shall be provided the following contract provisions:

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a. Section 20037 (Three-Year Final Compensation)

2. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.

D. Employees of the District shall be subject to a retirement cost sharing plan. The District shall be responsible for a retirement rate of up to twenty (20) percent. Said rate includes the employer and employee rate. District employees shall be responsible for all costs between twenty (20) and twenty-two (22) percent. Employees and the District shall each pay fifty (50) percent of all retirement rate increases over twenty-two (22) percent.

SECTION 3. Retirement for Extra Help and Part-Time Employees

Extra help and permanent part-time employees shall be members of the Public Agency Retirement Service (PARS). Employees are provided the PARS benefit pursuant to OBRA 90 Section 11332, IRC Sections 3121(b)(7)(F) and 457(b), which meets the meaning of the term "retirement system" as given by Section 218(b)(4) of the Federal Social Security Act.

Employees shall pay the entire 7.5 percent PARS contribution rate through automatic payroll deductions.

ARTICLE XX – DRUG AND ALCOHOL ABUSE POLICY

Last Revised: [November, 2024]

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ARTICLE XX – DRUG AND ALCOHOL ABUSE POLICY

SECTION 1. Purpose and Scope

The purpose of this policy is to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks. This policy applies to all District employees, whether they are on District property, or they are performing District-related business elsewhere, except as this policy is superseded by a memorandum of understanding or federally mandated drug and alcohol policies. Compliance with this policy is a condition of employment. Disciplinary action will be taken against those who violate this policy. None of the provisions of this policy apply to an employee's or prospective employee's use of cannabis off the job and away from the workplace except where superseded by state or federal laws requiring applicants or employees to be tested for controlled substances as a condition of employment.

SECTION 2. Drug- and Alcohol-Free Awareness Program

The District's employee assistance provider offers counseling and treatment of drug- or alcohol-related problems. The employee assistance provider has information about: (1) the dangers of drug or alcohol abuse in the workplace; (2) the penalties that may be imposed for drug or alcohol abuse violations; (3) the District's policy of maintaining a drug- and alcohol-free workplace; and (4) any available drug or alcohol counseling, rehabilitation or employee assistance programs.

SECTION 3. Prohibited Conduct

- A. The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee in either District workplaces or wherever District business is performed.
- B. Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.
- C. An employee's failure to notify their Department Head before beginning work when taking medications or drugs, including but not limited to: prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of District equipment.
- D. An employee's failure to notify Human Resources of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.
- E. An employee's criminal conviction for a drug violation that occurred in the workplace.

SECTION 4. Drug and Alcohol Testing

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

- A. Pre-Employment Testing for External Applicants for Certain Jobs: Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing

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include, but is not limited to, the following:

- i. Safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material, protecting national security, enforcing drug laws, and/or operating natural gas pipelines; and
- ii. Jobs that involve the direct influence over children.

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

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

**ARTICLE XXI – EQUAL EMPLOYMENT OPPORTUNITY POLICY AND
PROCEDURE**

Last Revised: [MONTH, YEAR]

12376983.3 OR055-005

ARTICLE XXI – EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROCEDURE

This policy and procedure shall be known as the District Equal Employment Opportunity (EEO) Policy and Procedure. It may be referred to as the EEO Policy.

SECTION 1. Purpose

The purpose of the District EEO Policy is to insure full realization of non-discrimination and equal employment opportunity by selecting, training, and promoting employees based on their ability and job performance and to provide equal opportunities in all aspects of employment without regard to sex, race, color, ethnicity, national origin, ancestry, religion, pregnancy, age (40 and over), sexual-orientation, physical or mental disability, medical condition, marital status, veterans status, citizenship, or any other protected group status. All employment related decisions will be based upon merit. Unlawful discrimination, harassment, and retaliation in any form will not be tolerated.

SECTION 2. Scope

The District's EEO Policy is applicable to all District managers, supervisors, and employees whether full-time, part-time, limited-term, or extra-help.

SECTION 3. Policy

- A. Managers, supervisors, and employees are responsible for pledging full support and commitment to a policy of non-discrimination and equal employment opportunity. This Policy is intended to comply with all federal and state non-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Civil Rights Initiative, and federal and state leave of absence laws.
- B. Equal employment opportunity will be achieved through leadership and aggressive implementation of a program of equal employment opportunity. The program will include the periodic and systematic review of recruitment, selection, and promotional practices, attention to upward mobility, periodic training and educational opportunities and audits of progress through a review of statistics.
- C. Any person who believes he or she has been the victim of unlawful discrimination, harassment, or retaliation should report the incident immediately to his or her supervisor, manager, or District Manager. Complaints will be kept as confidential as possible. If the allegation is sustained, prompt, appropriate remedial action shall be taken.
- D. The Director of Administrative Services is charged with the responsibility for administering this Policy.

SECTION 4. Compliance Procedures

- A. All managers, supervisors, and employee are responsible for insuring that they do not illegally discriminate, harass, or retaliate in any policy, practice, or procedure on the basis of any non-merit factor such as are contained in federal and state non-discrimination law, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment

and Housing Act, the California Civil Rights Initiative, and federal and state leave of absence laws.

- B. Unlawful discrimination based on a person's legally protected status under federal and state laws will not be tolerated. Discrimination includes any employment related policy, practice, procedure, or decision based upon a person's status, such as sex, race, color, national origin, ancestry, ethnicity, religion, pregnancy, age (40 and over), sexual-orientation, physical or mental disability, medical condition, marital status, veteran status, citizenship status, or other protected group status rather than merit.
- C. Harassment based on a person's legally protected status under federal and state law will not be tolerated.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's status, such as sex, race, color, national origin, ancestry, ethnicity, religion, pregnancy, age (40 and over), sexual orientation, physical or mental disability, medical condition, marital status, veteran status, citizenship status, or other protected group status. Harassment in the form of retaliation for complaints of discrimination will likewise not be tolerated. The District will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment. Whenever an employee alleges harassment, or at any time where it is believed that harassment is taking place, the District will act promptly to investigate and take swift and appropriate remedial action in dealing with those found in violation of the District EEO Policy.

- D. Managers and supervisors are expected to investigate and remedy promptly all allegations of harassment or discrimination.
- E. The District is dedicated to providing equal employment opportunities to persons with disabilities.

Discrimination based on a person's disability will not be tolerated. A person with a disability is one who has a physical or mental impairment or medical condition that substantially limits one or more major life activity, any person who has a past history of such an impairment, or any person who is treated as if he or she has such an impairment. To insure that persons protected by the American's with Disabilities Act and the California Fair Employment and Housing Act are considered on the basis of merit, all employment related decisions will be based upon neutral criteria to determine each candidate's ability to perform a position's essential functions with or without reasonable accommodations.

1. Qualified employees with disabilities shall have the same access to benefits as employees without a disability.
2. An individual with a disability should make his or her supervisor or recruiter aware of his or her need for an accommodation. When the need for accommodation has been identified, the supervisor or designated District representative is responsible for entering into an "interactive process" with the individual and taking the following steps:
 - a. Identifying the essential functions of the job based upon the job description, job announcement, policies and procedures manuals;

- b. Consulting with the individual who requested the accommodation to identify which duties are affected by the individual's disability and what accommodations could enable the individual to perform the essential functions of the position or another vacant position.
- F. Discrimination or retaliation because of an employee's exercise of his or her rights to a leave of absence as provided for by law will not be tolerated.
- G. In all cases, qualified applicant or employee shall be selected for a position, promotion, assignment, training, or other employment action.

SECTION 5. Processing Complaints

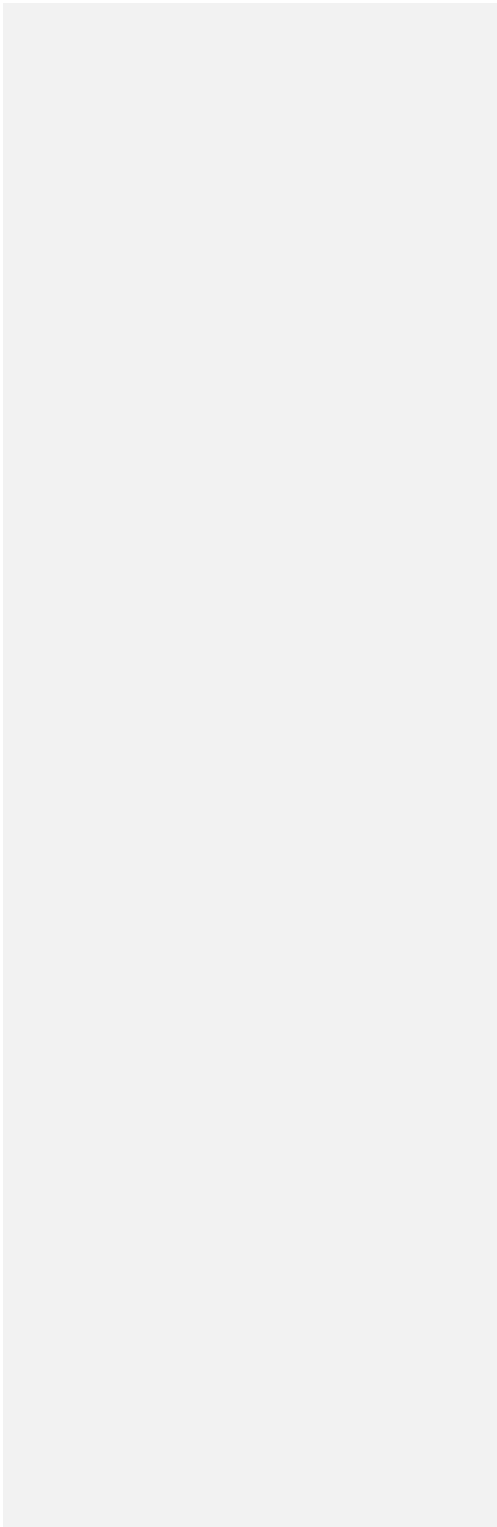
- A. Any employee or applicant for employment who believes he or she has been the victim of unlawful discrimination, harassment, or retaliation in violation of the District's EEO Policy is encouraged to file a complaint. When the District receives a complaint of discrimination, harassment, or retaliation or otherwise has reason to believe that discrimination, harassment, or retaliation is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and that prompt, appropriate remedial action is taken. The District is committed, and required by law, to take action if it learns of discrimination, harassment, or retaliation in violation of this Policy or the laws it is intended to implement, whether or not the aggrieved employee files a complaint.
- B. The complainant must be given the option to file a discrimination, harassment retaliation complaint with his or her manager/supervisor, the District Manager, or with an outside compliance agency such as the California Civil Rights Department (CRD) or the United States Equal Employment Opportunity Commission (EEOC). The complainant and the accused are entitled to know and shall be promptly informed at the conclusion of the investigation whether allegations have been found to be founded, unsubstantiated or unfounded.
- C. All supervisory and management employees are responsible for promptly responding to, and/or reporting any suspected acts of unlawful discrimination, harassment, and retaliation. Supervisors and managers must immediately report suspected unlawful discrimination, harassment, and retaliation to the District Manager. Failure by a manager/supervisor to appropriately report and address known or suspected incidents of discrimination, harassment, or retaliation shall be considered to be a violation of this Policy and appropriate disciplinary action may be taken.
- D. Although the District encourages an employee who believes he or she may be the victim of unlawful discrimination, harassment, or retaliation to report such conduct, the District will not tolerate false accusations of discrimination, harassment, or retaliation.

SECTION 6. Administration of the District Equal Employment Opportunity Policy and Procedure

- 1. The District is responsible for administering this EEO Policy. To ensure that this Policy is administered consistently on a District-wide basis and to insure accurate record-keeping, information regarding investigations, including the nature of the complaint or the suspected misconduct involved, the steps taken in the investigation, and the proposed disposition must be reported to the District Manager before any final action is taken.

ARTICLE XXII – FLEXIBLE SPENDING ACCOUNTS

Last Revised: [November, 2024]



12376983.3 OR055-005

ARTICLE XXII – FLEXIBLE SPENDING ACCOUNTS

SECTION 1. Flexible Spending Accounts (FSA)

The District will administer the following Flexible Spending Accounts:

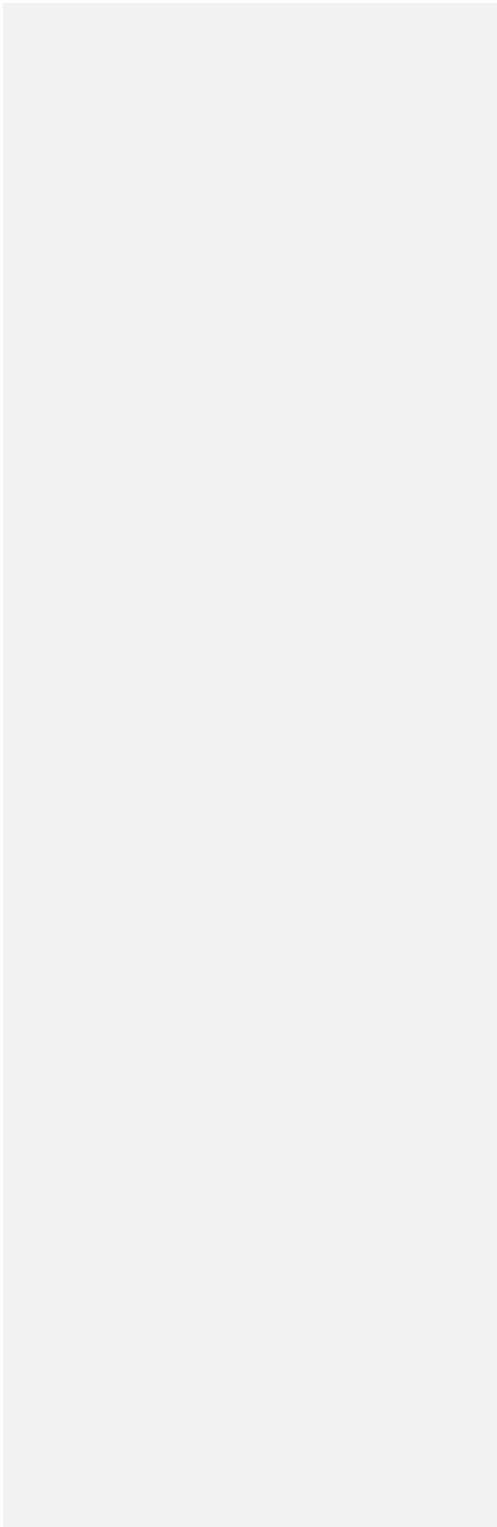
A. Health Care Reimbursement Program

The District will administer a Health Care Reimbursement Program that will allow employees eligible to participate in a District health plan the opportunity to allocate a specified amount of bi-weekly pre-tax salary into the employee's health care reimbursement program to pay for health care expenses as permitted in the Internal Revenue Code. The annual amount an employee is eligible to allocate is the maximum allowable amount as permitted in the Internal Revenue Code.

B. Dependent Care Reimbursement Program

The District will administer a Dependent Care Reimbursement Program that will allow employees eligible to participate in a District health plan the opportunity to allocate a specified amount of bi-weekly pre-tax salary into the employee's dependent care reimbursement program to pay for dependent care expenses as permitted in the Internal Revenue Code. The annual amount an employee is the maximum allowable amount as permitted in the Internal Revenue Code.

ARTICLE XXIII – APPEARANCE STANDARDS



Last Revised: [MONTH, YEAR]

12376983.3 OR055-005

ARTICLE XXIII - APPEARANCE STANDARDS

SECTION 1. Basis for Standards

These dress code, tattoo, and body piercing appearance standards are designed to promote the District's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

SECTION 2. Dress Code

Employees are required to dress appropriately for the jobs they are performing. The following ~~dress code~~ regulations shall apply to all District employees. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their supervisor for consideration and determination:

- A. District employees are required to dress in a clean and neat manner.
- B. Employees are required to adhere to a professional and appropriate standard regarding physical appearance.
- C. Hair length must be maintained at or above the shirt collar for uniformed employees.
- D. Caps with District logo are permitted and shall be worn with the visor facing forward.
- E. No employee shall display any visible tattoos.
- F. No facial piercings are permitted and all oral piercings shall be undetectable.
- G. • All District employees that are required to wear a mask, must adhere to facial hair standards

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- ~~A. All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed;~~
- ~~B. Prescribed uniforms and safety equipment must be worn;~~
- ~~C. Hair must be neat, clean and well-groomed;~~
- ~~D. Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion;~~
- ~~E. Jewelry that does not pierce the skin is acceptable except where it constitutes a health or safety hazard;~~
- ~~F. Good personal hygiene is required; and~~
- ~~G. Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.~~

SECTION 3. Tattoos

~~Employees are expected to project a professional appearance while at work and must abide by the standards below. If an employee has questions about how these standards apply to them, the~~

12376983.3 OR055-005

~~matter should be immediately raised with their supervisor for consideration and determination.~~

~~A. No tattoos are allowed anywhere on the head, face, or neck;~~

~~B. Any visible tattoos shall not be obscene, sexually explicit, discriminatory to sex, race, religion, or national origin, extremist, and/or gang-related;~~

~~No visible tattoos shall be larger than four (4) by six (6) inches; and~~

~~C. Any non-conforming tattoos will be covered with clothing, bandage or makeup while at work, or removed.~~

SECTION 3. — Piercings

~~Employees are expected to project a professional appearance while at work and not endanger themselves or others with excessive body piercing. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their supervisor for consideration and determination.~~

~~A. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth except that one set of reasonably sized pierced earrings may be worn in each lobe;~~

~~B. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.~~

**ARTICLE XXV – USE OF DISTRICT TECHNOLOGY, EQUIPMENT, AND
RESOURCES**

Last Revised: [November, 2024]

12376983.3 OR055-005

ARTICLE XXV - USE OF DISTRICT TECHNOLOGY, EQUIPMENT, AND RESOURCES

SECTION 1. Policy and Applicability

District equipment and resources may only be used to conduct District business, except for incidental personal use that is consistent with this policy. As a result, District equipment and resources are non-public forums. Every District employee is required to adhere to this policy.

SECTION 2. District Technology, Equipment, and Resources

District equipment or resources is any District-owned or supplied item or resource, including, but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, pagers, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, District network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through District electronic resources or equipment.

SECTION 3. No Expectation of Privacy

The District periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through District networks or electronic resources. District employees must provide the agency with the employee's username or password for any District issued equipment or resource. The existence of passwords or delete functions does not restrict the District's access. As a result, District employees have no expectation of privacy in their use of any District equipment or resources.

SECTION 4. Appropriate Use Only – No Misuse

Employees may only use District equipment or resources in compliance with District policies. Except as authorized by this policy, employees are expected to avoid any use or communication which is unrelated to District business, destructive, wasteful, or illegal. The District has discretion to restrict or rescind employee access to District equipment or resources. The following are examples of misuse of District equipment or resources:

- A. Any use that violates applicable law and/or District policies, rules or procedures;
- B. Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive, or hostile work environment;
- C. Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status, or any other basis protected by law;
- D. Communication of confidential District information to unauthorized individuals within or outside of District;

- E. Unauthorized attempts to access or use District data or break into any District or non-District system;
- F. Theft or unauthorized transmission or copying of paper or electronic files or data;
- G. Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication;
- H. Misrepresentation of one's identity for improper or illegal purposes;
- I. Personal commercial or business activities (e.g., "for sale" notices, personal ads, etc.);
- J. Transmitting/accessing obscene material and/or pornography;
- K. E-Commerce;
- L. Online gambling;
- M. Installing or downloading unauthorized software or equipment;
- N. Violating terms of software licensing agreements; and
- O. Using District equipment or resources to access and/or use dating web resources, personal social media, or games of any type.
- P. Any unauthorized access to District equipment or resources, including: using keys or key cards; using or disclosing the username or password of another person or employee to gain access to their email or other electronic resources; or making District equipment or resources available to others who would otherwise have no authorized access.
- Q. Using District equipment or resources to speak on the District's behalf without authorization.

SECTION 5. District Email Address Must Be Used For District Business

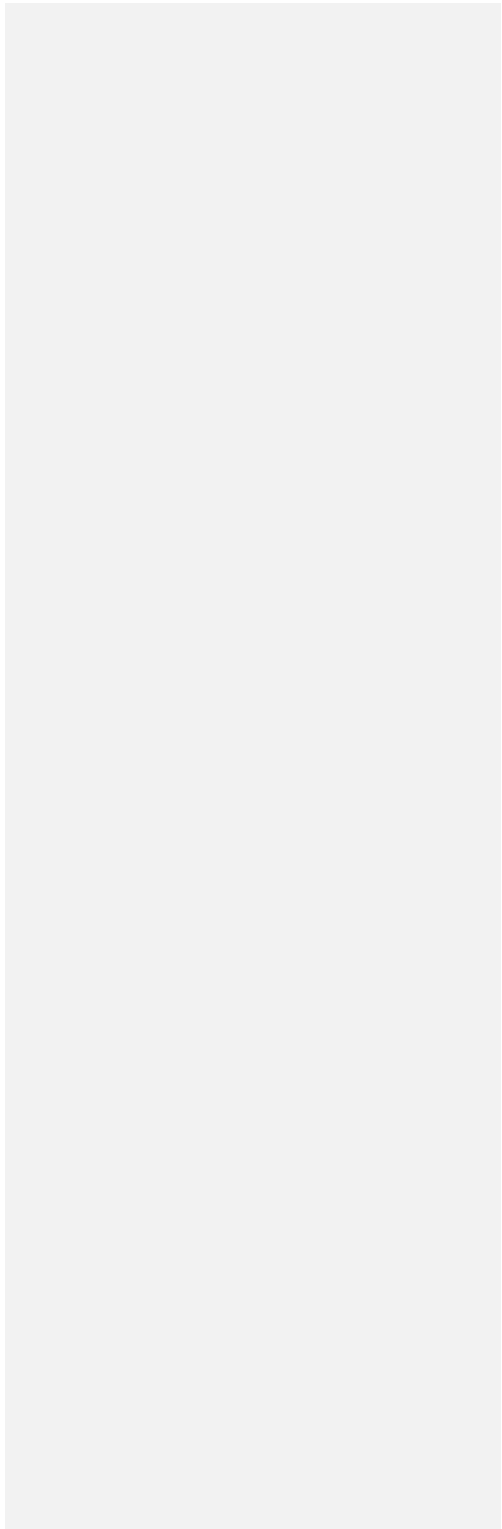
The District's email system is an official communication tool for District business. The District establishes and assigns official email addresses to each employee as the District deems necessary. Employees must send all District communications that are sent via email to and from their official District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

SECTION 6. Incidental Personal Use of District Communications Equipment Permitted

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

- A. Is kept to a minimum and limited to break times or non-working hours;
- B. Does not interfere or conflict with District operations or the work performance of any District employees;
- C. Allows the employee to more efficiently perform District work;
- D. Is not abusive, illegal, inappropriate, or prohibited by this policy (for example, no social media use, no electronic dating, no gaming); and

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



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APPENDIX A – POSITIONS DESIGNATED AS ADMINISTRATIVE MANAGEMENT

| District Manager

Director of Operations

Director of Human Resources

Director of Communications

Director of Scientific Technical Services

Human Resources Manager

Deputy/Director of Finance

Deputy/Director of Information Technology

| [Executive Assistant/Clerk of the Board](#)

APPENDIX B – POSITIONS DESIGNATED AS CONFIDENTIAL

~~Executive Assistant/Clerk of the Board~~

Human Resources Analyst I/II

Senior Human Resources Analyst

Human Resources Specialist

APPENDIX C – POSITIONS DESIGNATED AS SUPERVISORY

Vector Control Inspector III
Operations Supervisor
Vehicle Maintenance Coordinator

Commented [A3]: List updated to reflect current supervisory positions

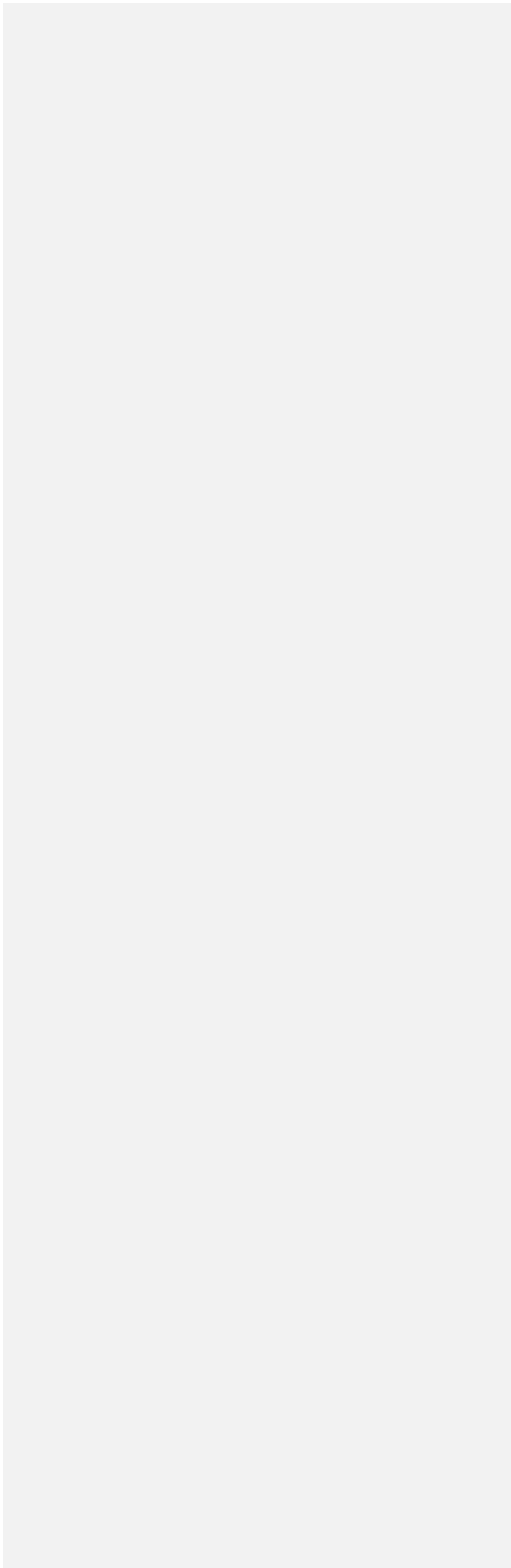
APPENDIX D – TABLE OF CLASSIFICATION TITLES AND PAY RANGE NUMBERS

Commented [A4]: Updated pay schedule to reflect current pay rates

PAYROLL SCHEDULE - REGULAR SALARIES		
Pay Range No.	Full-Time Staff (Full-Time Equivalent)	Hourly Rates Range
N/A	District Manager	88.95 - 110.51
A-44	Accounting Specialist	30.59 - 37.99
A-53	Accounting Supervisor	39.05 - 48.51
A-40	Administrative Assistant	27.45 - 34.09
A-44	Administrative Specialist - Lab	30.59 - 37.99
A-44	Administrative Specialist - OPS	30.59 - 37.99
A-53	Assistant Biologist	39.05 - 48.51
A-40	Assistant Fish Program	27.45 - 34.09
A-53	Assistant Vector Ecologist	39.05 - 48.51
A-58	Biologist	44.72 - 55.57
A-44	Communications Specialist	30.59 - 37.99
A-36	Customer Service Representative I	24.63 - 30.59
A-40	Customer Service Representative II	27.45 - 34.09
A-44	Data Application Specialist	30.59 - 37.99
A-65	Director of Administrative Services	54.08 - 67.17
A-65	Director of Communications	54.08 - 67.17
A-65	Director of Human Resources	54.08 - 67.17
A-65	Director of Operations	54.08 - 67.17
A-65	Director of Scientific Technical Services	54.08 - 67.17
A-53	Education Coordinator	39.05 - 48.51
A-58	Executive Assistant/Clerk of the Board	44.72 - 55.57
A-43	Facilities Maintenance Technician	29.76 - 36.98
A-64	Finance Manager	52.61 - 65.36
A-55	Fleet and Equipment Services Coordinator	41.23 - 51.22
A-50	Fleet and Equipment Services Mechanic	35.99 - 44.72
A-43	Fleet and Equipment Services Technician	29.76 - 36.98
A-55	GIS Coordinator	41.23 - 51.22
A-52	Human Resources Analyst I	37.99 - 47.22
A-55	Human Resources Analyst II	41.23 - 51.22
A-59	Senior Human Resources Analyst	45.95 - 57.09
A-64	Human Resources Manager	52.61 - 65.36
A-44	Human Resources Specialist	30.59 - 37.99
A-59	Information Technology Analyst	45.95 - 57.09
A-50	Information Technology Coordinator	35.99 - 44.72
A-64	Information Technology Manager	52.61 - 65.36
A-58	IVM Compliance Coordinator	44.72 - 55.57
A-40	LT Lab Tech	27.45 - 34.09
A-48	Maintenance Worker	34.09 - 42.36
A-58	Microbiologist	44.72 - 55.57
A-55	Operations Coordinator	41.23 - 51.22

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A-58	Operations Supervisor	44.72 - 55.57
A-36	Operations Support Technician	24.63 - 30.59
A-53	Public Affairs Coordinator	39.05 - 48.51
A-54	Public Information Officer	40.12 - 49.85
A-52	Senior Accountant	37.99 - 47.22
A-58	Urban Water Program Manager	44.72 - 55.57
A-40	Vector Control Inspector I	27.45 - 34.09
A-50	Vector Control Inspector II	35.99 - 44.72
A-55	Vector Control Inspector III	41.23 - 51.22
A-58	Vector Ecologist	44.72 - 55.57
A-55	Vector Reduction Coordinator	41.23 - 51.22



12376983.3 OR055-005

RESOLUTION NO. 592

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

AMENDING THE PERSONNEL RESOLUTION RULES AND PROCEDURES TO UPDATE AND CORRECT ITEMS TO REFLECT THE CURRENT MOU

Whereas, the Orange County Mosquito and Vector Control District's Personnel Resolution Rules and Procedures (PRRP) outlines workplace benefits, rules, and procedures for all represented employees; and

WHEREAS, the PRRP outlining employee benefits was approved by the Board of Trustees on November 21, 2024

WHEREAS, the PRRP document has not been updated in its entirety since 2016 to reflect current legal requirements and updated employment benefits; and

WHEREAS, when conducting a review of the PRRP several items did not reflect current MOUs, Board resolutions, or changes were made in error.

NOW, THEREFORE, the Board of Trustees does hereby RESOLVE and DETERMINE as follows:

That the Board of Trustees adopts Resolution No. 592 amending the PRRP to reflect the following changes:

1. Update Article III, Section 14 (Page 22) titled Bilingual Pay to change the hourly rate from 40 to 50 cents per hour to be in line with the \$40 per pay period already outlined.
2. Update Article III, Section 16 (Page 23) titled Tool Pay to change rate from \$60 per month to \$70 per month as was determined by past MOU.
3. Remove or update Article VI, Section 1 (B-J) addressing executive management vacation and administrative leave due to unrepresented employees being covered by benefit Resolution No. 586.
4. Correct Article VII, Section E (Page 49) addressing Juneteenth falling on Board Day, to remove unnecessary word "the holiday"
5. Correct Article VII, Section C (5) (Page 51) removing two hours of compensation received in March as per the MOU.
6. Remove Article IX, Section 3 and 4 (Page 56), that outlines Auto Allowance for management that is now covered in a separate resolution; and employee cafeteria benefit plan that is no longer an active program at the District.
7. Update Article XVI, Section 1(E) (page 85) that addresses health plan coverage to reflect the January 2025 Board Action to increase health coverage allowances.
8. Update Article XXII, Section 2 (page 107) to reflect negotiated dress code.
9. Update Appendix A to correct a list of designated positions in Administrative Management.


PASSED, APPROVED, and ADOPTED by the Board of Trustees of the Orange County Mosquito and Vector Control District at its regular meeting thereof held on the 20th day of March 2025, at 13001 Garden Grove Blvd., Garden Grove, California, 92843.

Cecilia Hupp, President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Orange County Mosquito and Vector Control District at a regularly scheduled meeting, held on March 20, 2025: APPROVED AS TO FORM:

Crystal Miles, Secretary

Alan R. Burns, District Counsel

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM F.2	Date
	Prepared By: Lora Young, District Manager Submitted By: Lora Young, District Manager	March 20, 2025

Agenda Title:

Adopt Resolution No. 593 Amending Unrepresented Executive Management, Management, and Confidential Employees Benefits

Recommended Action:

That the Board of Trustees adopt Resolution No. 593 amending benefits for unrepresented Executive Management, Management, and Confidential employees.

Summary:

During the November 21, 2024, Board of Trustee meeting, the board approved resolution No. 586 creating a benefit resolution for the current unrepresented Executive Management, Management, and Confidential employees. The resolution removed the unrepresented group from the Personnel Resolution Rules and Procedures which outlines benefits for the District’s represented employees. In reviewing compensation and benefits of general employees, supervisors, and management it was discovered that there was compensation compaction between general employees at the 58-level paygrade and management staff. One of the District’s goals, as outlined in the last compensation and classification study from 2019, was to ensure that the supervisory classifications are placed at least 10% to 25% above the highest level of classifications supervised, depending upon the breadth and scope of supervision.

To comply with this goal, the following benefits must be revised to reduce compaction and increase the compensation difference to 10%:

- Increase deferred compensation matching contributions from \$175 to \$250 per pay period.
- Provide “employees only” covered Dental and Vision benefits.
- Decrease in the District medical opt-out from \$920 to \$800 per month and tier the program that any new opt-out employees will receive \$600 per month.
- Increase vacation buy back limits from 80 hours to 100 hours per fiscal year.
- Increase administrative leave from 49 hours to 60 hours per fiscal year for executive management.
- Include a telecommunications program that provides \$100 per month if employees choose to use their personal devices in lieu of a District device.
- Include educational pay incentive of 2% or 4% based on advanced educational degrees or certificates that align with the employee’s job classification.
- Decrease merit increases to have a one-step increase for standard performance, two-steps for exceeding standards and three-step for outstanding performance.
- Include the option of exceptional performance pay, which is not to exceed 5% and is allocated one-time on an annual basis.

On December 19, 2024, and January 16, 2025, the Policy and Personnel Committee met to discuss the non-represented management employees benefit structure. At the January 16, 2025 meeting, the committee recommended that the full board approve the revised benefits for the unrepresented employees. At the January 16, 2025, Board of Trustees meeting, the Board met in closed session and provided direction to the District Manager.

The current fiscal year impacts for FY2024-25, (if approved), would be a total of \$10,926 (which will be absorbed by the salary savings and delayed hiring of management positions). No additional funds are necessary to be added to the budget. The FY2025-26 fiscal impact will be \$64,473 and will be budgeted accordingly with no impact on services or programs.

Previous Relevant Board Actions for This Item:

Resolution No. 586 Establishing Benefits Resolution for the Unrepresented Management, Professional, and Confidential Employees at the November 21, 2024 Board Meeting

Strategic Plan Compliance:

2025 Strategic plan Priority Area #5: Team of the Future

GOAL 3.4: Provide a competitive workforce with defined roles and responsibilities for District positions that promotes retention.

Fiscal Impact:

What Amount is being requested? \$10,926

Is the Amount Requested Budgeted in the Current Fiscal Year? Yes

If No, What Funds Are Requested?

Exhibits:

Exhibit A: Resolution No. 593

RESOLUTION NO. 593

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORANGE COUNTY
MOSQUITO AND VECTOR CONTROL DISTRICT**

**AMENDING THE BENEFITS AND ADDITIONAL COMPENSATION FOR
UNREPRESENTED EXECUTIVE MANAGEMENT, MANAGEMENT, AND
CONFIDENTIAL EMPLOYEES**

WHEREAS, current benefits for all unrepresented Executive Management, Management and Confidential employees were removed from the OCMVCDEA MOUs, per Resolution No. 586; and

WHEREAS, having unrepresented employee benefits included in represented employees' MOUs is not a best practice and creates confusion, potential conflict, and administrative difficulty in making amendments; and

WHEREAS, creation of a stand-alone document outlining the benefits for all unrepresented Executive Management, Management and Confidential employees only provides a clear distinction between the represented and unrepresented groups in relation to benefits.

NOW, THEREFORE, the Board of Trustees of the Orange County Mosquito and Vector Control District does hereby RESOLVE and DETERMINE as follows:

SECTION 1.0 - PURPOSE AND INTENT SECTION 1.0 - PURPOSE AND INTENT.

The Board of Trustees hereby amends the benefits and compensation for all unrepresented employees, including the Executive Management, Management, and Confidential groups. Executive Management includes all Director level positions and Clerk of the Board, Management includes all positions titled with Manager and Deputy Director level positions, Confidential employees currently include Human Resource Analyst I/II. The Board of Trustees retains all rights and authority to amend the benefits and additional compensation at any time as it determines is desirable in its sole and absolute discretion. The Board of Trustees also has the right to enter into written contracts with employees which may alter the benefits and additional compensation set forth in this Resolution. With respect to the District Manager's benefits, the District Manager shall be included in the Executive Management Group, with the exception of any benefits that are specified in an employment agreement.

SECTION 2.0 - APPLICATION OF BENEFITS AND ADDITIONAL COMPENSATION.

Eligibility for the benefits or additional compensation covered by this Resolution shall apply to employees in classifications assigned to Salary Schedules - Executive Management, Management, and Confidential Classification List, regardless of whether they are at-will, probationary, or regular employees.

Members of the Board of Trustees and members of appointive boards, commissions and committees, independent contractors and volunteers are not considered employees for purposes of this Resolution.

- A. Individual salary and salary ranges for all employees of the Executive Management, Management, and Confidential Group shall increase by 2% beginning July 1, 2025.

SECTION 3.0 - RETIREMENT CONTRIBUTIONS.

SECTION 1. Retirement Benefits for Service Prior to January 6, 2007

All regular permanent/probationary, limited-term employees shall be members of the Orange County Retirement System. Extra help employees shall not be eligible for retirement benefits.

A. For employees hired on or after September 21, 1979.

1. General Members will be provided a 1.667%@ 57.38 retirement benefit allowance as provided in Section 31676.1 of the Government Code.
2. The retirement allowance of a General Member will be computed upon the employee's highest three (3) years of compensation per Government Code Section 31462.
3. Members' normal contribution rates shall be as provided by Government Code Section 31621.
4. The District will adopt employee contribution rates equal to District contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.

B. Members' normal cost-of-living contributions will be adjusted subsequent to and in accordance with actuarial recommendations adopted by the OCERS Retirement Board and the County of Orange, Board of Supervisors.

SECTION 2. Retirement Benefits for Service After January 6, 2007

All regular permanent/probationary or limited-term employees shall be members of the California Public Employees' Retirement System (CalPERS). Employees hired prior to January 6, 2007 and having service time with the Orange County Retirement System (OCERS), shall become inactive members of that system and all past service time shall remain with OCERS. Extra help employees working less than one thousand (1,000) hours in a fiscal year shall not be eligible for retirement benefits unless they were members of CalPERS at some point prior to working for the District.

A. All employees hired prior to July 13, 2012 are considered local miscellaneous members of CalPERS and are provided a 2.0%@55 (Section 21354) retirement benefit formula for service rendered to the District after January 6, 2007 and forward. This benefit is in accordance with Section 21354.5 of the Government Code of said Retirement Law.

1. All employees enrolled in the CalPERS 2%@55 retirement benefit formula shall be provided the following contracted provisions:
 - a. Section 20042 (12-month Final Compensation).
 - b. Section 21329 (2% Cost-of-Living Allowance, base year 2007).
 - c. Section 21574 (1959 Survivor Benefits) and Section 21574 (Fourth Level of 1959 Survivor Benefits).

- d. Section 21530 (Basic Death Benefit), or Section 21546 (1957 Survivor Benefit), or Section 21548 (Pre - Retirement Optional 2 Death Benefit).
 - e. Section 21620 (\$500 Death After Retirement Benefit).
2. The member contribution for the CalPERS 2%@55 retirement benefit formula is seven (7) percent of each employee's reportable compensation.
- a. For all active employees, the District shall pay 0% of the 7% employee contribution. Each employee shall be responsible for paying the full employee contribution through bi-weekly payroll deductions.
- B. All employees hired after July 13, 2012, and qualify as a "Classic Member" per CalPERS, are considered local miscellaneous members of CalPERS and shall be provided a 2.0%@60 (Section 21353) retirement benefit formula for service rendered to the District.
1. All employees enrolled in the CalPERS 2%@60 retirement benefit formula shall be provided the benefits set forth in the following contract provisions:
- a. Section 20037 (Three-Year Final Compensation).
 - b. Section 21329 (2% Cost-of-Living Allowance, base year 2012).
 - c. Section 21574 (1959 Survivor Benefits) and Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 21530 (Basic Death Benefit), or Section 21546 (1957 Survivor Benefit), or Section 21548 (Pre - Retirement Optional 2 Death Benefit).
 - e. Section 21620 (\$500 Death After Retirement Benefit).
2. The member contribution for the CalPERS 2%@60 (Section 7522.2) retirement benefit formula is 7% of each employee's reportable compensation.
- a. For all active employees the District shall pay 0% of the seven (7) percent member contribution. Each employee shall be responsible for paying the full member contribution through bi-weekly payroll deductions.
- C. All employees hired after December 31, 2012, and qualify as a "New Member" per CalPERS, are considered local miscellaneous members of CalPERS and shall be provided a 2.0%@62 retirement benefit formula for service rendered to the District.
1. All employees enrolled in the CalPERS 2%@62 retirement benefit formula shall be provided the benefit set forth in the contract provisions:
- a. Section 20037 (Three-Year Final Compensation)
2. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.

- D. Employees of the District shall be subject to a retirement cost sharing plan. The District shall be responsible for a retirement rate of up to twenty (20) percent. Said rate includes the employer and employee rate. District employees shall be responsible for all costs between twenty (20) and twenty-two (22) percent. Employees and the District shall each pay fifty (50) percent of all retirement rate increases over twenty-two (22) percent.

SECTION 4.0 - DEFERRED COMPENSATION.

This benefit shall only apply to deferred compensation plans offered through the District. The District pays contributions to deferred compensation in the method and amount as provided below:

- A. The District will match up to \$250.00 per pay period of an Executive Management and Management employees' contribution to a District authorized deferred compensation plan.
- B. The District will match up to \$175.00 per pay period for Confidential employees' contribution to a District authorized deferred compensation plan.

SECTION 5.0 - AUTO ALLOWANCE.

- A. Executive Management will receive a monthly auto allowance of \$400 per month.
- B. Management will receive a monthly auto allowance of \$250 per month.

SECTION 6.0 - HEALTH BENEFITS (MEDICAL, DENTAL, AND VISION).

The District will provide to permanent/probationary and limited-term employees a monthly allowance for District health, dental, and vision benefit plans as follows on the effective date as outlined below.

Medical Insurance

Executive Management, Management, and Confidential employees will be covered by the Public Employees' Medical and Hospital Care Act (PEMHCA) and will be eligible to participate in the California Public Employees' Retirement System (CalPERS) Health Program. The District will pay on behalf of all Executive Management, Management, and Confidential employees and their eligible dependents the minimum amount per month required under Government Code Section 22892(a) of the PEMHCA for medical insurance through the California Public Employees' Retirement System (CalPERS). If electing to enroll for medical benefits, the employee must select one medical plan from the variety of medical plans offered.

Effective January 1, 2025, the District will contribute the following monthly amounts (called "Benefits Credits") on behalf of each active Executive Management, Management, and Confidential employee and eligible dependents toward the payment of medical insurance premiums under the CalPERS Health Program and dental and/or vision premiums.

For "employee only" coverage in Government Code Section 22892(a) any unused amounts will be paid as taxable compensation. Employees may also choose to direct funds to an FSA account. Employees with coverage of "employee plus one dependent" in subsection (b) and "employees with two or more dependents" in subsection (c), may choose to exhaust their Benefits Credits by their

choice in premiums. Employees may choose to direct any remaining funds into a flexible spending account (FSA).

Medical Insurance

Employees are eligible to enroll in the California Public Employees' Retirement System (CalPERS) Health Program. Employees may elect to purchase medical insurance or to opt out of the medical insurance program. If the decision is made to purchase medical insurance, the employee may purchase medical insurance at any level of coverage (employee only, employee plus one dependent, employee plus two or more dependents). The following benefits are provided to all employees:

Benefit Tier	District Contribution
Employee Only	\$1,250
Employee + 1	\$1,750
Employee & Family	\$2,045

In August of each year, enrollment in each medical plan will be determined for all District employees. Those medical plans with five (5) or more District employees enrolled will be used to benchmark premiums. If said plan premiums increase \$50 or more, the District will increase the monthly medical allowance by \$50. If the plan premiums decrease \$50 or more, the District will decrease the monthly medical allowance by \$50.

Dental Insurance

All employees are eligible to enroll in a District-sponsored dental insurance plan. Employees may elect to purchase dental insurance or opt out of the dental insurance program. If the decision is made to purchase dental insurance, the employee may purchase dental insurance at any level of coverage (employee only, employee plus one dependent, employee plus two or more dependents). District will cover employee only coverage.

Vision Insurance

Employees are eligible to enroll in a District-sponsored vision insurance plan. Employees may elect to purchase vision insurance or opt out of the vision insurance program. If the decision is made to purchase vision insurance, the employee may purchase vision insurance at any level of coverage (employee only, employee plus one dependent, employee plus two or more dependents). District will cover employee only coverage.

Opt Out Provision

Employees who do not wish to participate in the CalPERS Health Program will have the choice of opting out of the District's medical insurance program, provided they can show that they are covered under another insurance program and shall receive a benefit in the amount of \$800 per month instead. Any employee who chooses to the opt out program after April 1, 2025, shall receive \$600 per month. These amounts may be applied toward the cost of any dental and/or vision coverage and or Flexible Spending Account (FSA). Any unused amount will be paid to the employee as taxable compensation.

Any outside plan must meet the Essential Health benefits package described in Section 1302 of the Affordable Care Act which includes: (A) Ambulatory patient services; (B) Emergency services; (C) Hospitalization; (D) Maternity and newborn care; (E) Mental health and substance use disorder services, including behavioral health treatment; (F) Prescription drugs; (G) Rehabilitative and habilitative services and devices; (H) Laboratory services; (I) Preventative and wellness services and chronic disease management; (J) Pediatric services, including oral and vision care. A policy determined to be used as a "Catastrophic" policy, does not meet these criteria.

SECTION 7.0 - LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

The District pays for a term life insurance and accident death and dismemberment benefit that provides for \$100,000 in coverage for Executive Management and Managers. Confidential employees will receive a benefit that provides for \$75,000.

SECTION 8.0 - SHORT-TERM AND LONG-TERM DISABILITY.

A Short-Term and Long-Term Disability Program are provided to cover all employees subject to the provisions and limitations of the carrier. The premiums for such plan will be paid by the District.

SECTION 9.0 - WORKER'S COMPENSATION LEAVE.

Provisions of this section are described in Article V – Leave Provisions, Section 14. Worker's Compensation Leave of the Personnel Resolution Rules and Procedures (PRRP).

SECTION 10.0 - EMPLOYEE ASSISTANCE PROGRAM.

The District pays for an employee assistance program for all employees covered by this Resolution.

SECTION 11.0 - TEMPORARY UPGRADE PAY.

Employees assigned to work in a higher classification for more than 3 consecutive weeks will receive a pay differential applied to their base rate of pay as temporary upgrade pay when assigned to perform the full range of duties in the higher classification. Pay differential will be in place after 3 weeks of higher assignment, there is no retroactive pay for this benefit. The parties agree, that to the extent permitted by law, the District shall report temporary upgrade pay for "classic" employees as special compensation to CalPERS pursuant to CCR§571 (a)(3) Temporary Upgrade Pay. "New Members" as defined under the Public Employee Pension Reform Act (PEPRA) may receive the pay, but it is not reportable as special compensation to CalPERS.

SECTION 12.0 - VACATION.

A. Executive Management, Management, and Confidential employees in permanent/probationary positions, shall accrue vacation in accordance with the following schedule:

<u>Years of Full-Time Continuous Service</u>	<u>Vacation Hours</u>	<u>Accrual per Pay Period</u>
0-3 (0-36 months)	80	4.62 hours
4-7 (37-84 months)	160	6.15 hours
7+ (85+ months)	200	7.69 hours

B. A new employee in a part-time regular permanent or limited-term position shall earn pro rata vacation in fifty- two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. That same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. An example of the pro rata formula is listed below:

[30 hrs. worked x 52 wks. = 1,560; 1,560 / 2,080 = 75%; 80 hrs. x 75% = 60 hrs. earned vacation]

C. Vacation Accrual Caps: Executive Management, Management, and Confidential employees with less than ten (10) years of service or less may not exceed 360 hours of vacation accruals and with ten (10) years of service or more may not exceed 480 hours of vacation accruals.

SECTION 13.0 - ANNUAL LEAVE PROVISIONS AND ANNUAL LEAVE CONVERSION.

Annual leave shall be accrued in hourly amounts according to the schedule in Article V Leave Provisions for Sick and Article VI Vacation in the PRRP.

Sick Leave Buyback

An employee shall be allowed to accumulate sick leave from year to year. The first pay period in December, upon the written request of the employee, the District shall compensate the employee for either:

A. Up to 25 percent of employees' unused sick leave for the previous 12 months. Employees must keep a minimum of 120 hours in their account; or up to twenty-four (24) hours of accumulated sick leave if the employee keeps a minimum of 480 hours in their account.

Vacation Leave Buyback

An Executive Management or Management employee shall be allowed to accumulate vacation leave from year to year. Not more than once in each fiscal year, an employee may request to be paid for accrued vacation in either two increments of fifty (50) hours each or one increment of one hundred (100) hours during each fiscal year. A Confidential employee shall be allowed to accumulate vacation leave from year to year. Not more than once in each fiscal year, an employee may request to be paid for accrued vacation in either two increments of fifty (50) hours each or one increment of one hundred (100) hours during each fiscal year.

SECTION 14.0 - HOLIDAYS.

Holidays for regular full-time employees of the District are set forth in Article VII - Holidays of the PRRP.

SECTION 15.0 - EXECUTIVE ADMINISTRATIVE LEAVE.

Executive Management staff shall be awarded sixty (60) hours of Executive Leave annually, beginning on the first day of each year for non-compensated work. For other full-time employees covered by this Resolution, each regular full-time employee is granted 49 hours of paid Administrative Leave each year.

- A. Executive Leave may not be carried over beyond the end of the year in which the award occurred. New employees shall be compensated based upon start date on a pro-rated basis, beginning on the first day of the month in which the employee begins employment. This section does not apply to the District Manager.
- B. Employee shall not carry more than 60 hours of annual leave.
- C. Executive Management, Management, and Confidential employees shall, in addition to the schedule referred to in A. (above), earn forty (40) hours (1.54 per pay period) per fiscal year of additional vacation. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period during which the employee terminates District employment.
- D. Administrative leave will be available in an employee's administrative leave bank beginning with the first pay period of the calendar year (first pay period with a pay date in January). All such administrative leave must be taken by the end of the last pay period of the calendar year (last pay period with a pay date in December). There shall be no carryover unless authorized by the District Manager.

SECTION 16.0 - TUITION REIMBURSEMENT.

Employees shall be entitled to tuition reimbursement of \$2,500 per fiscal year for approved courses in accordance with Article X – Tuition of the PRRP or according to employment contract.

SECTION 17.0 – TELECOMMUNICATIONS ALLOWANCE.

Executive Management and Managers will receive a District issued smartphone device for conducting District business. If the employee elects to use their personal phone, they must adhere to all District Information Technology policies, meet the minimum District requirements for the device and plan and the District will provide a monthly stipend of \$100 per month.

SECTION 18.0 - EDUCATIONAL PAY.

Executive Management employees who have exceeded the educational requirements of their classification may be eligible for an educational incentive pay of 2% for a Certificate by professional organization that requires an exam and annual continued education, or 4% for a Master's degree, or CPA. Educational pay will only apply to certificates or degrees that align

with the employee's job classification. This benefit is applicable to current full-time employees with a minimum of one-year of continuous full-time service and is not stackable (i.e., the higher of the two benefits will be applied).

SECTION 19.0 - EXCEPTIONAL PERFORMANCE PAY.

Employees whose work performance is exceptionally meritorious as determined by appointing authority, and who have reached the "9" step of the salary range for their job class, may be designated by the appointing authority to receive Exceptional Performance Pay up to 5%. Performance Pay is a one-time non-PERSable lump payment paid on an annual basis. Such employees shall be so designated in June of the fiscal year. This benefit will be effective in fiscal year 2025/26 and each fiscal year thereafter.

The selection of employees to receive Exceptional Performance Pay shall be at the sole discretion of the appointing authority of the Orange County Mosquito and Vector Control District.

SECTION 20.0 – MERIT INCREASES.

Employees covered by this Resolution may be granted a one (1), two (2), or three (3) step increase within the salary range based upon the employee's performance. Standard performance shall earn a one (1) step merit increase.

SECTION 21.0 - OTHER BENEFITS.

Except where specifically provided to the contrary in this Resolution, Unrepresented Executive Management, Management, and Confidential Employees shall receive the same benefits as those provided to employees within the Employees Association.

PASSED, APPROVED, and ADOPTED by the Board of Trustees of the Orange County Mosquito and Vector Control District at its regular meeting thereof held on the 20th day of March 2025, at 13001 Garden Grove Blvd., Garden Grove, California, 92843.

Cecilia Hupp, President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Orange County Mosquito and Vector Control District at a regularly scheduled meeting, held on March 20, 2025:

APPROVED AS TO FORM:

Crystal Miles, Secretary

Alan R. Burns, District Counsel



Orange County Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Directors attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Sandra Vera, Director of Human Resources

Name of Conference/Event: VECTOR CONTROL JOINT POWERS AGENCY Annual Workshop

Date: 02/27/2025 – 02/28/2025

Location: Santa Cruz, California

I attended the Vector Control Joint Powers Agency 37th Annual Workshop in Santa Cruz, CA from February 27, 2025, to February 28, 2025. This conference allows for a variety of educational sessions that address our specific needs, hearing from the VCJPA experts, networking with colleagues from around the state and learning from their experiences. The morning session included an overview of the financial highlights and standing for the organization as well as the member contingency fund. The following session included an overview of the self-insured pool layer, a claims overview, and discussion of excess insurance coverage through Employment Risk Management Authority (ERMA).

The afternoon had a very comprehensive overview of the workers' compensation program, this included discussion regarding equity building, a claims overview, excess coverage through Local Agency Workers' Compensation Excess JPA (LAWCX) and CARMA. Other items also covered were the Auto Physical Damage Program, Employment Liability, PRISM Services & Resources, Legal Updates, an overview of the services for 2025/6, state of the insurance market by Alliant, review of group purchased coverages, and a membership satisfaction survey.

Discussion took place regarding Auto Physical Damage and establishing a minimum fund balance for the pool exposure. An option proposed was 10x pool exposure, which would increase the District's responsibility over \$100 per vehicle. After further discussion the group decided we needed to have an actuarial study completed with the recommendation of confidence levels for the group to further consider the matter. The group also reviewed the Alliant Crime Insurance Program, Business Travel Accident Program, and EAP.

We completed the afternoon with a presentation, "Generative AI in Mosquito Control: opportunities and challenges", very interesting information on how this IT resource is both beneficial and can be harmful. We learned how AI has been used in machines since the 1950s, how a simple subscription can open the gates to publishing, format, graphic design, photos/images and programming. This conference provided the opportunity to collaborate with local/statewide special districts where we can collaborate and share what has been working and what we have been seeing as potential trends for our organizations.

Date: 03/04/2025

Signed: 

Print Name: Sandra Vera

